



## **ORDINANCE O-26-2021**

**AN ORDINANCE TO APPROVE THE FINAL PLAT FOR 36 SINGLE FAMILY LOTS ON 29.869 +/- ACRES AND ACCEPT RESERVES "A", "B", "C", "E", and "F" FOR NEW ALBANY COUNTRY CLUB SECTION 30 GENERALLY LOCATED NORTH AND WEST OF LAMBTON PARK AND SOUTH OF BRANDON ROAD, AS REQUESTED BY THE NEW ALBANY COMPANY C/O AARON UNDERHILL, ESQ.**

**WHEREAS**, an application to approve the New Albany Country Club section 30 final plat has been submitted; and

**WHEREAS**, Codified Ordinance Chapter 1187 requires approval of the final plat by council; and

**WHEREAS**, the New Albany Planning Commission, after review during a public meeting on June 21, 2021, recommended approval of this final plat (FPL-61-2021); and

**WHEREAS**, the New Albany Country Club section 30 final plat includes approximately 29.869 +/- acres of land to be subdivided into 36 residential lots in addition to the public streets; and

**WHEREAS**, the 29.869 acre New Albany Country Club section 30 final plat includes approximately 6.208 +/- acres of parkland and open space; and

**WHEREAS**, The New Albany Country Club section 30 final plat includes the commitment to dedicate reserves A, B, C, E and F to the city for public parkland and open space; and

**WHEREAS**, New Albany City Council has agreed to the terms and conditions by which this parkland will be donated; and

**WHEREAS**, the city engineer certifies that the New Albany Country Club section 30 final plat meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements and will meet all other requirements of the city.

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

**Section 1.** The said New Albany Country Club section 30 final plat is attached to this resolution as Exhibit A and made a part herein is approved.

**Section 2.** Council hereby accepts the lands shown on the map attached hereto as Exhibit A, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

**Section 3.** 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 the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

**Section 4.** Pursuant to Article 6.07(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: 07/02/2020

Introduced: 07/20/2020

Revised:

Adopted:

Effective:

**NEW ALBANY COUNTRY CLUB**  
**SECTION 30**

In Witness Whereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_.

LOCATION MAP AND BACKGROUND DRAWING

**SURVEY DATA:**

**BASIS OF HEARINGS:** The hearings shown hereon are based on the same meridian as the hearings shown on the subdivision plat entitled "New Albany Country Club Section 6," of record in Plat 17 at Franklin County, Ohio. On said plat of record, a portion of the centerline of Yantis Drive is shown as having a bearing of North 12°45' 44" East.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

**IRON PINS:** Iron pins, where indicated herein, unless otherwise noted, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMIT INC.

**PERMANENT MARKERS:** Permanent markers, where used, shall be made of a material that will not be damaged by weathering. Permanent markers shall be made of a material that will not be damaged by weathering. Permanent markers shall be made of a material that will not be damaged by weathering.

SURVEYED &amp; PLATTED



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and fractional parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊗ = Permanent Marker (See Survey Data)

Professional Supervisor No. 7865 Date \_\_\_\_\_

# NEW ALBANY COUNTRY CLUB SECTION 30

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**NOTE "A":** No determination has been made by the City of New Albany, Ohio as to whether the area proposed to be platted contains areas that could be classified as wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether wetlands exist on the area hereby platted. The City of New Albany, Ohio approval of this plat of "New Albany Country Club Section 30" does not imply any approval of the site as it may pertain to wetlands.

**NOTE "B":** At the time of platting, the land being platted as New Albany Country Club Section 30 is in Zone X (areas determined to be outside of the 0.2% annual chance floodings). As said Zone is designated and delineated on the FEMA Flood Insurance rate map for Franklin County, Ohio, and incorporated areas may include 39040C0212X, with effective date of June 17, 2005.

**NOTE "C" - DEPRESSED DRIVEWAYS:** Depressed driveways are hereby prohibited on all lots in New Albany Country Club Section 30. Nothing herein, however, shall prohibit the construction and use of, if otherwise permitted, a driveway alongside or to the rear of a residential structure.

**NOTE "D" - AGRICULTURAL RECOMPENST:** Grantee, being the duly authorized representative of the developer dedicating the property described in this plat, hereby agrees to indemnify the City of New Albany for and hold it harmless from, any agricultural recompensations assessed or levied in the future against the property dedicated herein, which result from grantor's conversion of the property from agricultural use.

**NOTE "E" - ACREAGE BREAKDOWN:** New Albany Country Club Section 30 is comprised of the following Franklin County Parcel Numbers:

222-001668 0.154 Ac.  
222-002054 0.196 Ac.  
222-004418 20.519 Ac.

## NOTE "F" - ACREAGE BREAKDOWN:

Total acreage: 20.869 Ac.  
Acreage in right-of-way: 4.029 Ac.  
Acreage in lots: 19.641 Ac.  
Acreage in reserves: 6.203 Ac.

**NOTE "G" - RESERVES "A", "B", "C", "D", "E", and "F":** As designated and delineated herein, shall be owned by the City and maintained by an association comprised of the owners of the fee simple lots in the Lots in The New Albany Country Club subdivisions. Reserve "D" as designated and delineated herein, shall be owned and maintained by an association comprised of the owners of the fee simple lots in the Lots in The New Albany Country Club subdivisions.

**NOTE "H" - WETLAND PRESERVATION ZONE:** The "Wetland Preservation Zone" shall however be restricted from development with buildings, structures, and uses and the natural uses of said zone shall remain undisturbed. It is also the intent and purpose of the Wetland Preservation Zone to restrict and forbid any activity or use which would as a natural consequence of such, impede or make more difficult the accomplishment of the purposes of which the said zone was created.

## Additional restrictions include:

1. No dumping or burning of refuse.
2. No hunting or trapping.
3. Natural resources of the zone shall remain undisturbed and no topsoil, sand, gravel, or rock shall be excavated, removed or graded.
4. Nothing shall be permitted to occur within the Stream/Wetland Preservation Zone which would contribute to the erosion of the land and no tree shall be cut or removed, except for the removal of such dead, diseased, rotten, or decayed trees or vegetation which may be required for conservation or scenic purposes, or for reasons of public safety. Any and all alterations to the Stream/Wetland Preservation Zone require the approval of the City of New Albany Community Development Department.
5. No private encroachment, such as, but not limited to, dumping of trash or debris, or the installation of any type of recreation or other facility or convenience shall be permitted.

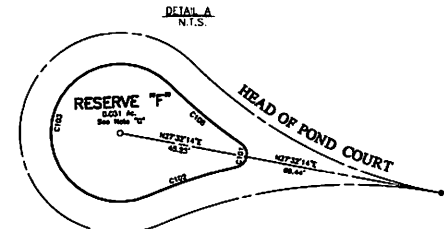
No roadway or any facility of any public utility other than existing roadways and public utility facilities or those outlined in the original plan shall be permitted to be constructed or installed in the premises.

**NOTE "I":** At the time of platting, electric, cable, and telephone service providers have and issued information required on that easement area, in addition to those shown on the plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information show New Albany Country Club Section 30 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Recorder's Office, Franklin County, Ohio.

**NOTE "J" - LANDSCAPE EASEMENT:** Within those areas designated "Landscape Easement" herein, an easement is hereby reserved to create a consistent landscape planting along the rear yards of all lots backing up to the golf course. All plantings within this area are the maintenance responsibility of each individual lot owner.

CURVE NO.	BEARING	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	108°30'21"	400.00	S 48°20'25" E	843.77
C2	88°17'38"	100.00	N 10°14'46" E	97.41
C3	87°01'34"	100.00	N 12°30'12" E	102.02
C4	130°19'12"	100.00	N 47°30'11" E	173.46
C5	18°36'46"	300.00	N 37°03'31" E	98.79
C6	34°12'31"	186.67	N 10°23'34" E	99.37
C7	248°28'41"	23.31	N 82°27'46" E	88.36
C8	34°12'31"	186.67	S 47°30'11" E	99.37
C9	16°30'11"	840.00	S 17°00'14" E	134.84
C10	37°30'11"	100.00	N 10°14'46" E	97.41
C11	44°00'20"	100.00	N 34°30'11" E	70.00
C12	23°19'11"	100.00	N 6°00'14" E	96.96
C13	104°30'44"	100.00	N 18°30'11" E	134.84
C14	180°00'00"	30.00	N 18°30'11" E	70.00
C15	140°00'00"	100.00	N 34°30'11" E	265.72
C16	84°30'43"	100.00	S 17°00'14" E	147.84
C17	6°00'20"	900.00	S 34°30'11" E	63.27
C18	47°14'34"	100.00	N 10°14'46" E	110.87
C19	23°14'39"	100.00	N 6°00'14" E	96.96
C20	37°30'11"	100.00	N 10°14'46" E	97.41
C21	51°31'34"	100.00	N 18°30'11" E	134.84
C22	27°00'00"	43.71	N 57°30'11" E	43.71
C23	7°00'11"	110.00	N 23°14'39" E	134.84
C24	4°46'46"	110.00	N 23°14'39" E	62.14
C25	104°30'44"	70.00	N 18°30'11" E	110.89
C26	4°46'46"	110.00	N 23°14'39" E	43.71
C27	87°30'25"	90.00	N 17°40'00" E	82.74
C28	130°19'12"	70.00	N 47°30'11" E	120.11
C29	22°34'31"	425.88	N 6°00'14" E	103.39
C30	18°34'16"	425.88	S 17°00'14" E	123.87
C31	18°34'16"	425.88	N 10°14'46" E	120.38
C32	18°34'16"	425.88	N 10°14'46" E	114.82
C33	32°46'32"	425.88	N 17°40'00" E	297.16
C34	1°38'46"	375.00	N 6°00'14" E	70.89
C35	27°00'15"	375.00	S 10°00'21" E	176.06
C36	31°11'46"	375.00	S 34°14'43" E	127.88
C37	31°32'22"	375.00	N 11°10'11" E	140.37
C38	19°44'40"	375.00	N 18°14'18" E	128.88
C39	13°38'38"	375.00	N 23°14'39" E	161.88
C40	8°19'37"	125.00	N 23°14'39" E	18.00
C41	31°37'22"	125.00	N 6°00'14" E	68.87
C42	7°10'12"	30.00	N 27°00'27" E	23.46
C43	18°34'16"	375.00	N 10°14'46" E	97.41
C44	20°00'34"	100.00	N 17°30'11" E	34.87
C45	17°30'25"	100.00	N 17°30'11" E	30.89
C46	86°34'11"	80.00	S 37°30'11" E	54.87
C47	87°31'23"	80.00	S 67°30'43" E	78.87
C48	55°12'38"	80.00	N 30°30'11" E	23.34
C49	13°38'38"	100.00	N 23°14'39" E	77.36
C50	18°34'16"	325.00	N 10°14'46" E	108.88
C51	7°10'12"	30.00	N 27°00'27" E	23.46
C52	27°00'27"	125.00	S 34°14'43" E	62.79

CURVE NO.	BEARING	LENGTH	CHORD BEARING	CHORD DISTANCE
C53	17°37'47"	125.00	N 23°14'39" E	23.46
C54	47°14'34"	91.00	N 10°14'46" E	36.89
C55	10°14'34"	91.00	S 67°30'43" E	92.39
C56	10°14'34"	125.00	N 23°14'39" E	23.46
C57	50°02'23"	30.00	N 18°30'11" E	18.79
C58	86°47'34"	91.00	N 67°30'27" E	60.81
C59	47°01'11"	91.00	N 47°46'46" E	48.87
C60	73°11'25"	91.00	N 72°00'37" E	72.79
C61	86°02'23"	30.00	N 67°30'27" E	18.79
C62	30°40'14"	125.00	N 17°14'20" E	24.87
C63	47°14'34"	125.00	N 10°14'46" E	70.27
C64	73°00'27"	125.00	N 18°30'11" E	127.88
C65	27°00'11"	100.00	N 67°30'11" E	43.00
C66	21°00'31"	130.00	N 48°30'27" E	48.27
C67	33°34'12"	125.00	N 67°30'11" E	70.72
C68	6°00'20"	925.00	N 34°30'11" E	63.21
C69	27°30'11"	170.00	N 44°30'30" E	68.08
C70	87°00'47"	125.00	N 18°34'46" E	12.87
C71	82°37'34"	30.00	N 23°14'39" E	23.01
C72	180°00'00"	27.88	N 44°30'46" E	86.00
C73	82°37'34"	30.00	N 44°30'46" E	23.01
C74	4°00'20"	265.72	N 34°30'11" E	23.12
C75	27°30'46"	265.72	N 23°14'39" E	99.87
C76	84°34'34"	310.00	N 31°43'30" E	31.47
C77	84°34'34"	310.00	N 31°43'30" E	31.79
C78	10°10'27"	320.00	N 67°30'11" E	62.83
C79	47°30'25"	320.00	N 47°30'11" E	43.14
C80	87°00'36"	320.00	N 67°30'27" E	53.53
C81	73°30'40"	300.00	N 67°30'11" E	66.47
C82	84°30'44"	300.00	N 67°30'46" E	34.81
C83	18°34'16"	320.00	N 10°14'46" E	96.89
C84	17°40'00"	320.00	N 17°40'00" E	2.88
C85	74°46'46"	375.00	N 23°14'39" E	30.88
C86	11°23'34"	375.00	N 17°40'00" E	64.17
C87	27°34'34"	360.00	N 67°30'27" E	37.36
C88	12°04'43"	360.00	N 12°33'23" E	123.10
C89	15°00'00"	360.00	N 13°01'11" E	123.07
C90	2°46'38"	360.00	N 30°41'21" E	23.23
C91	21°37'34"	360.00	N 17°15'38" E	144.31
C92	10°22'21"	360.00	N 67°18'00" E	70.33
C93	15°40'10"	360.00	N 67°18'00" E	68.97
C94	80°32'34"	360.00	N 72°30'27" E	75.48
C95	15°04'43"	360.00	N 34°30'27" E	3.88
C96	21°37'34"	360.00	N 17°15'38" E	15.88
C97	20°38'14"	140.00	N 67°30'46" E	91.71
C98	27°37'18"	140.00	N 67°30'27" E	70.00
C99	70°10'04"	140.00	N 81°10'30" E	100.88
C100	87°00'36"	140.00	N 18°30'11" E	12.87
C101	13°38'38"	4.88	N 23°14'39" E	8.34
C102	10°32'42"	176.82	N 67°30'46" E	23.01
C103	248°28'41"	24.31	N 82°27'46" E	40.87
C104	10°32'42"	176.82	N 67°30'46" E	23.01



LINE	BEARING	DISTANCE
11	80°01'32"W	21.02
12	108°21'32"W	31.87
13	128°34'28"W	29.21
14	111°00'12"W	31.23
15	102°00'00"W	84.04
16	102°00'00"W	84.12
17	102°00'00"W	73.36
18	81°14'46"E	43.61
19	81°14'46"E	40.17
20	82°15'46"E	35.12
21	82°15'46"E	35.12
22	80°34'34"E	37.88
23	87°30'25"E	41.10
24	102°00'14"E	22.18
25	102°00'14"E	54.00
26	102°00'14"E	53.18
27	102°00'14"E	53.18
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# NEW ALBANY COUNTRY CLUB SECTION 30

THE NEW ALBANY COMPANY LLC  
I.N. 201009020114195

THE NEW ALBANY COMPANY LLC  
I.N. 201009020114195

THE NEW ALBANY COMPANY LLC  
I.N. 201009020114195

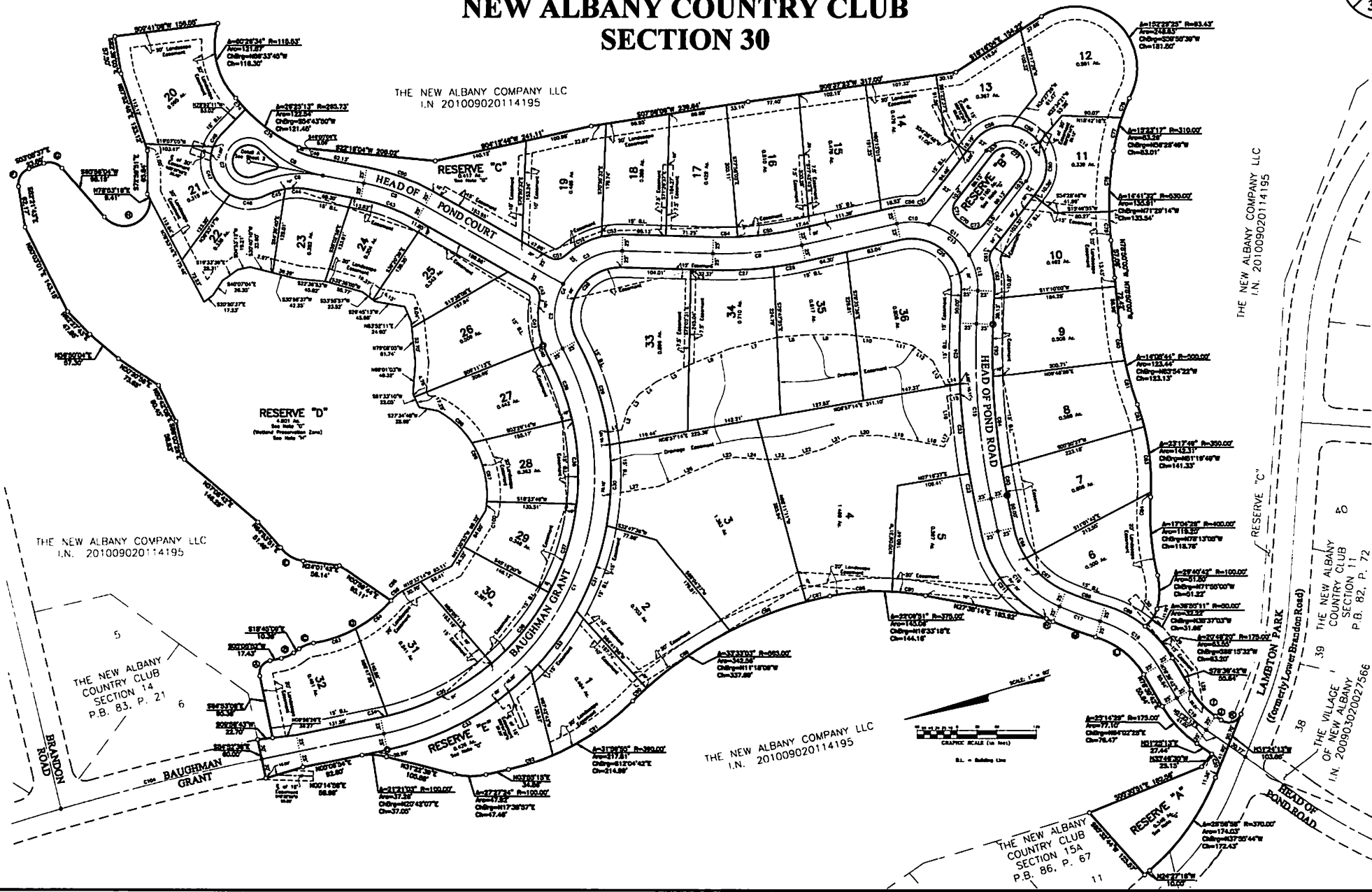
THE NEW ALBANY  
COUNTRY CLUB  
SECTION 14  
P.B. 83, P. 21

THE NEW ALBANY COMPANY LLC  
I.N. 201009020114195

THE NEW ALBANY  
COUNTRY CLUB  
SECTION 15A  
P.B. 86, P. 67

THE NEW ALBANY  
COUNTRY CLUB  
SECTION 11  
P.B. 82, P. 72

THE VILLAGE  
OF NEW ALBANY  
I.N. 200903020027566





## **ORDINANCE O-27-2021**

### **AN ORDINANCE TO ACCEPT A 3.262 ACRE ENVIRONMENTAL COVENANT AREA AS REQUESTED BY THE NEW ALBANY COMPANY, LLC**

**WHEREAS**, The New Albany Company, LLC “the Owner” is the owner of certain real property, which contains the Covenant Area and is situated in Franklin County, Ohio, in the Blacklick Creek Watershed; and,

**WHEREAS**, the City of New Albany has proposed to construct a certain project on other certain real property, located within Franklin County, Ohio, (“Project”), which impacts certain surface water features located on the property and approvals for the project required that City of New Albany, Ohio obtain permits from the Ohio EPA and U.S. Army Corps of Engineers; and,

**WHEREAS**, in order to mitigate such impacts and as a condition of the environmental permits, the Ohio EPA and U.S. Army Corps of Engineers have required that City of New Albany obtain mitigation property and protect this property in perpetuity with an environmental covenant; and,

**WHEREAS**, the city will be the recipient (Holder) of the environmental covenant area totaling 3.262 acres; and,

**WHEREAS**, the city will benefit from this dedication of environmental covenant area.

**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 the environmental covenant area totaling 3.262 acres as described and depicted on 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(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:**

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Mitchell H. Banchefsky  
Law Director

**Legislation dates:**

Prepared: 07/09/2021

Introduced: 07/20/2021

Revised:

Adopted:

Effective:

**To be recorded with Deed  
Records - R.C. Section 317.08**

**ENVIRONMENTAL COVENANT**

This Environmental Covenant ("Covenant") is entered into pursuant to Ohio Revised Code ("R.C.") Sections 5301.80 to 5301.92 by The New Albany Company, LLC, a Limited Liability Company (the "Owner"), having an address of 8000 Walton Parkway, Suite 120, New Albany, Ohio 43054 and the City of New Albany, Ohio, a municipal corporation (the "Holder"), having an address of 99 W Main St, New Albany, Ohio 43054, and the Ohio Environmental Protection Agency ("Ohio EPA"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

**WHEREAS**, the Owner is the owner in fee of certain real property, which contains the Covenant Area and is situated in Franklin County, Ohio, in the Blacklick Creek watershed;

**WHEREAS**, the City of New Albany, Ohio has proposed to construct a certain project on certain other real property, located in Franklin County, Ohio ("Project"), which Project impacts certain surface water features located on the City of New Albany, Ohio property and the approvals for which project required that City of New Albany, Ohio obtain 401 water quality certification (401 WQC) pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341 from Ohio EPA and 404 permit coverage from the Army Corps of Engineers (the "Army Corps");

**WHEREAS**, in order to mitigate such impacts on the City of New Albany, Ohio property and as a condition of being issued the 401 WQC and 404 permit, Ohio EPA ID No. 207094A (401 WQC and 404 permit), the Ohio EPA and Army Corps have required that City of New Albany, Ohio obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

**WHEREAS**, to meet the conditions in the 401 WQC and 404 permit, City of New Albany, Ohio has entered into an agreement with the Owner which provides, among other things, that City of New Albany, Ohio will construct and implement the mitigation

requirements contained in the 401 WQC and 404 permit and the mitigation plan on a specific area ("the Covenant Area") of the Owner's property;

**WHEREAS**, the Covenant Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of Wetland B, a Category 3 wetland and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act. The specific conservation values (hereinafter "Conservation Values") of the Covenant Area have been documented in a document entitled "BCTS: Part 2B & Part 3, Section 401 WQC Application & BCTS: Phase 2B & Phase 3 Nationwide Permit Application, Proposed City of New Albany, Ohio project, Plain Township, Franklin, Ohio, November 24, 2020 & September 28, 2020" (the "Permit Application Documents").

**WHEREAS**, City of New Albany, Ohio proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Covenant.

Now therefore, Owner and Holder and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. Sections' 5301.80 to 5301.92.

2. Covenant Area. The Covenant Area is an approximately 3.262 acre tract of real property; located at in the SE corner of parcel ID: 222-004970-00, in Franklin County, Ohio, and more particularly described in Exhibit A [legal description of the parcel(s)], Exhibit B [metes and bounds survey], Exhibit C [aerial image with covenant boundary] attached hereto and hereby incorporated by reference herein ("the Covenant Area").

3. The Owner is the fee simple owner of the Covenant Area.

4. The Holder is the holder of this Covenant.

5. Activity and Use Limitations. As part of the conditions set forth in the 401 WQC and 404 Permit issued to City of New Albany, Ohio and given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:

Division: Any division or subdivision of the Covenant Area is prohibited;

Commercial Activities: Commercial development or industrial activity on the Covenant Area is prohibited;

Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited, other than construction activities that are authorized by the Permit Application Documents approved by the Ohio EPA;

Cutting and Other Control of Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species and control activities that are authorized by the Permit Application Documents approved by the Ohio EPA;

Land Surface Alteration: The removal of soil, sand, gravel, rock, minerals or other materials from the Covenant Area, or doing any act that would alter the topography of the Property shall be prohibited;

Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and

Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the Permit Application Documents approved by the Ohio EPA.

Recreational Trails and Vehicles: Recreational uses that disturb or compact the soils or destroy or inhibit growth of vegetation are prohibited;

Utilities: Construction of utilities on the Covenant Area shall be prohibited. Underground or above-ground utilities may only be constructed if no other alternative is available and Ohio EPA has approved the exception;

Other Activities: Each and every other activity or construction project which might endanger the natural, scenic, biological, ecological integrity of the Covenant Area shall be prohibited, other than as part of activities that are authorized by the Permit Application Documents approved by the Ohio EPA.

6. Running with the Land. This Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. Section 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Covenant may be enforced pursuant to R.C. Section 5301.91 or other applicable law. Failure to timely enforce compliance with this Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and the Holder or its agents the right of access to the Covenant Area in connection with the implementation or Enforcement of this Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA, upon request by the Ohio EPA, written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recorded location of this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED\_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE \_\_\_\_\_COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

[In the notice, restate the activity and use restrictions from Paragraph 5 of this Covenant]

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered and, for example, is not subject to any utility,

road or other easement;

- c. that the Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- d. that this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. Amendment or Termination. This Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder[s], and the Ohio EPA, pursuant to R.C. 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Covenant. Amendment or termination shall not affect City of New Albany, Ohio obligations pursuant to the 401 WQC and 404 permit.

This Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder[s], and the Owner[s] or Transferee[s] of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Covenant, the Owner[s] or Transferee[s] shall file such instrument for recording with the Franklin County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Covenant, the Owner shall file this Covenant for recording, in the same manner as a deed to the property, with the Franklin County Recorder's Office.

16. Effective Date. The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded as a deed record for the Covenant Area with the Franklin County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Covenant to Ohio EPA;



18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Covenant shall be submitted to:

Ohio EPA  
Division of Surface Water  
Mitigation Compliance  
P.O. Box 1049  
Columbus, Ohio 43216-1049

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representative of the Owner and Holder represent and certify that they are authorized to execute this Covenant.

This document was prepared by the Ohio EPA and: **The City of New Albany.**

**IT IS SO AGREED:**

**OWNER:**

By: \_\_\_\_\_

William Ebbing

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Ohio

)

)

ss:

County of Franklin

)

Before me, a notary public, in and for said county and state, personally appeared,  
\_\_\_\_\_, a duly authorized representative of \_\_\_\_\_,  
who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of  
\_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**HOLDER:**

By: \_\_\_\_\_

Joseph F. Stefanov

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Ohio )  
County of Franklin ) ss:

Before me, a notary public, in and for said county and state, personally appeared, \_\_\_\_\_, a duly authorized representative of \_\_\_\_\_, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**OHIO ENVIRONMENTAL PROTECTION AGENCY**

By: \_\_\_\_\_  
Laurie A. Stevenson, Director

Date: \_\_\_\_\_

State of Ohio )  
County of Franklin ) ss:

Before me, a notary public, in and for said county and state, personally appeared,  
Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did  
execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Legal Description of Property**

**ENVIRONMENTAL COVENANT AREA  
3.262 ACRES**

Situate in the State of Ohio, County of Franklin, City of New Albany, lying in Quarter Township 4, Township 2, Range 16, United States Military District, being on, over, and across that 26.169 acre tract conveyed to New Albany Powergrid LLC by deed of record in Instrument Number 201903130028215, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, in the line common to said Franklin and Licking Counties, at the northerly common corner of said 26.169 acre tract and that 35.000 acre tract conveyed to Columbus Southern Power Company by deed of record in Instrument Number 200603160007394 (Licking County Recorder);

Thence South 03° 41' 47" West, with said County line, the line common to said 26.169 and 35.000 acre tracts, a distance of 847.19 feet to the easterly common corner of said 26.169 acre tract and that 25.849 acre tract conveyed to Abercrombie & Fitch Management Co. by deed of record in Instrument Number 201012230175458;

Thence North 85° 55' 23" West, with the line common to said 26.169 and 25.849 acre tracts, a distance of 28.22 feet to the TRUE POINT OF BEGINNING;

Thence North 85° 55' 23" West, with said common line, a distance of 617.62 feet to a point;

Thence across said 26.169 acre tract, the following courses and distances:

North 04° 04' 37" East, a distance of 68.00 feet to a point;

North 52° 45' 15" East, a distance of 345.02 feet to a point;

South 69° 31' 29" East, a distance of 86.55 feet to a point;

South 77° 38' 30" East, a distance of 79.93 feet to a point;

North 82° 21' 53" East, a distance of 46.89 feet to a point;

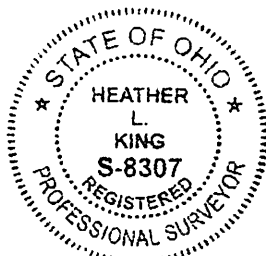
North 78° 35' 37" East, a distance of 65.11 feet to a point;

North 85° 16' 16" East, a distance of 31.09 feet to a point;

North 73° 17' 16" East, a distance of 40.84 feet to a point;

South 03° 41' 47" West, a distance of 283.61 feet to a point; and

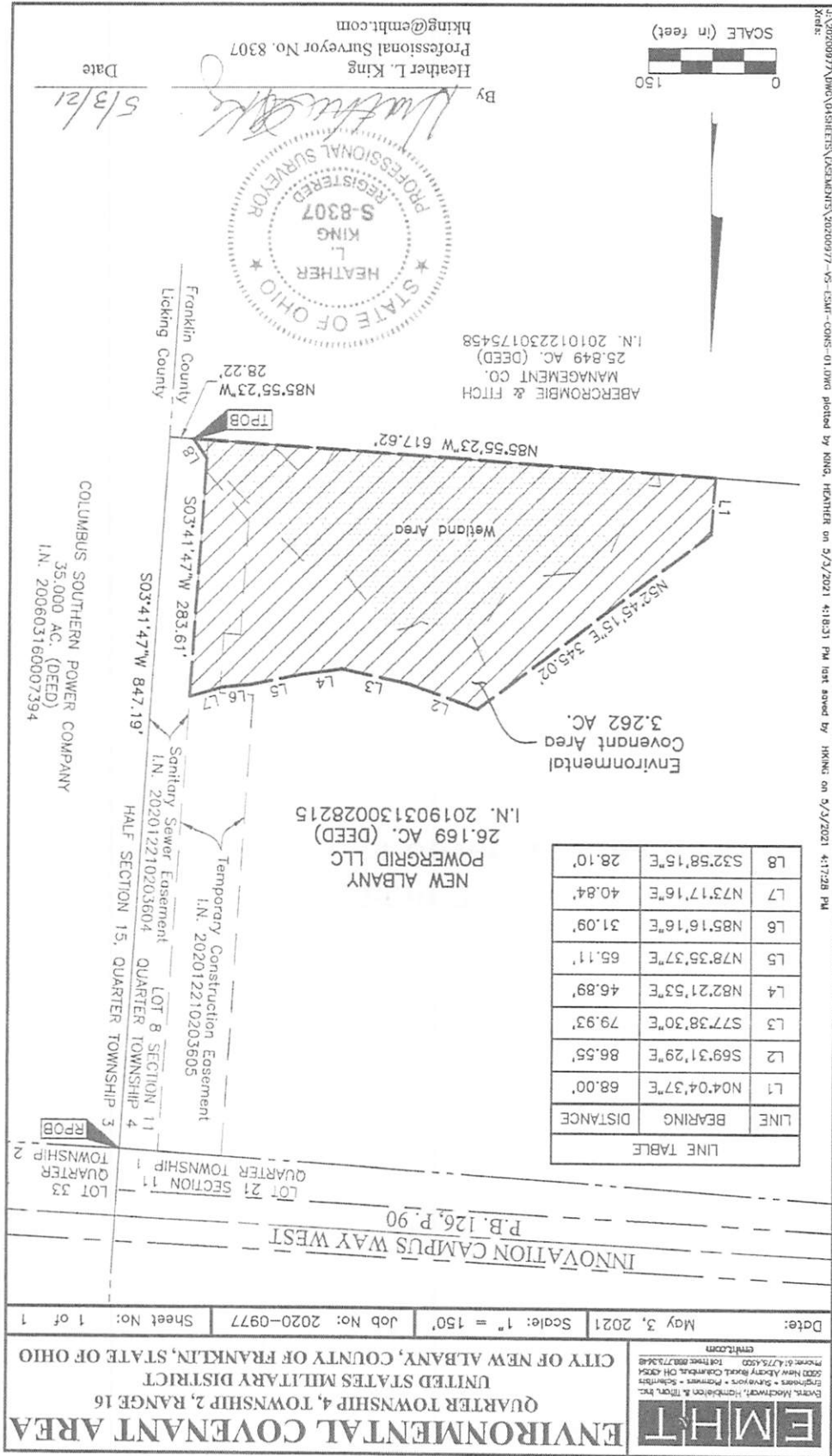
South 32° 58' 15" East, a distance of 28.10 feet to the TRUE POINT OF BEGINNING, containing 3.262 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Heather L. King* 5/3/21  
Heather L. King  
Professional Surveyor No. 8307

**Exhibit B**  
**Metes and Bounds Survey**





**Exhibit C**  
**Aerial Image of Covenant Area**



Evans, Mechwart, Hamblen & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5300 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3648  
emht.com

# ENVIRONMENTAL COVENANT AREA

QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16

UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2020-0977 Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N04°04'37"E	68.00'
L2	S69°31'29"E	86.55'
L3	S77°38'30"E	79.93'
L4	N82°21'53"E	46.89'
L5	N78°35'37"E	65.11'
L6	N85°16'16"E	31.09'
L7	N73°17'16"E	40.84'
L8	S32°58'15"E	28.10'

NEW ALBANY  
POWERGRID LLC  
26.169 AC. (DEED)  
I.N. 201903130028215

Environmental  
Covenant Area  
3.262 AC.

Wetland Area

ABERCROMBIE & FITCH  
MANAGEMENT CO.  
25.849 AC. (DEED)  
I.N. 201012230175458

N85°55'23"W  
28.22'

Temporary Construction Easement  
I.N. 202012210203605

Sanitary Sewer Easement  
I.N. 202012210203604

S03°41'47"W 847.19'

COLUMBUS SOUTHERN POWER COMPANY  
35,000 AC. (DEED)  
I.N. 200603160007394

Franklin County  
Licking County

0 150  
SCALE (in feet)

\\A\20200977\DWG\04SHEETS\EASEMENTS\20200977-45-ESMT-CONS-01.DWG plotted by KING, HEATHER on 5/3/2021 4:25:16 PM last saved by KING on 5/3/2021 4:17:28 PM  
Xrefs:



## ORDINANCE O-27-2021

### AN ORDINANCE TO ACCEPT A 3.262 ACRE ENVIRONMENTAL COVENANT AREA AS REQUESTED BY THE NEW ALBANY COMPANY, LLC

**WHEREAS**, The New Albany Company, LLC “the Owner” is the owner of certain real property, which contains the Covenant Area and is situated in Franklin County, Ohio, in the Blacklick Creek Watershed; and,

**WHEREAS**, the City of New Albany has proposed to construct a certain project on other certain real property, located within Franklin County, Ohio, (“Project”), which impacts certain surface water features located on the property and approvals for the project required that City of New Albany, Ohio obtain permits from the Ohio EPA and U.S. Army Corps of Engineers; and,

**WHEREAS**, in order to mitigate such impacts and as a condition of the environmental permits, the Ohio EPA and U.S. Army Corps of Engineers have required that City of New Albany obtain mitigation property and protect this property in perpetuity with an environmental covenant; and,

**WHEREAS**, the city will be the recipient (Holder) of the environmental covenant area totaling 3.262 acres; and,

**WHEREAS**, the city will benefit from this dedication of environmental covenant area.

**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 the environmental covenant area totaling 3.262 acres as described and depicted on 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(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: 07/09/2021

Introduced: 07/20/2021

Revised:

Adopted:

Effective:

**To be recorded with Deed  
Records - R.C. Section 317.08**

**ENVIRONMENTAL COVENANT**

This Environmental Covenant ("Covenant") is entered into pursuant to Ohio Revised Code ("R.C.") Sections 5301.80 to 5301.92 by The New Albany Company, LLC, a Limited Liability Company (the "Owner"), having an address of 8000 Walton Parkway, Suite 120, New Albany, Ohio 43054 and the City of New Albany, Ohio, a municipal corporation (the "Holder"), having an address of 99 W Main St, New Albany, Ohio 43054, and the Ohio Environmental Protection Agency ("Ohio EPA"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

**WHEREAS**, the Owner is the owner in fee of certain real property, which contains the Covenant Area and is situated in Franklin County, Ohio, in the Blacklick Creek watershed;

**WHEREAS**, the City of New Albany, Ohio has proposed to construct a certain project on certain other real property, located in Franklin County, Ohio ("Project"), which Project impacts certain surface water features located on the City of New Albany, Ohio property and the approvals for which project required that City of New Albany, Ohio obtain 401 water quality certification (401 WQC) pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341 from Ohio EPA and 404 permit coverage from the Army Corps of Engineers (the "Army Corps");

**WHEREAS**, in order to mitigate such impacts on the City of New Albany, Ohio property and as a condition of being issued the 401 WQC and 404 permit, Ohio EPA ID No. 207094A (401 WQC and 404 permit), the Ohio EPA and Army Corps have required that City of New Albany, Ohio obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

**WHEREAS**, to meet the conditions in the 401 WQC and 404 permit, City of New Albany, Ohio has entered into an agreement with the Owner which provides, among other things, that City of New Albany, Ohio will construct and implement the mitigation

requirements contained in the 401 WQC and 404 permit and the mitigation plan on a specific area ("the Covenant Area") of the Owner's property;

**WHEREAS**, the Covenant Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of Wetland B, a Category 3 wetland and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act. The specific conservation values (hereinafter "Conservation Values") of the Covenant Area have been documented in a document entitled "BCTS: Part 2B & Part 3, Section 401 WQC Application & BCTS: Phase 2B & Phase 3 Nationwide Permit Application, Proposed City of New Albany, Ohio project, Plain Township, Franklin, Ohio, November 24, 2020 & September 28, 2020" (the "Permit Application Documents").

**WHEREAS**, City of New Albany, Ohio proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Covenant.

Now therefore, Owner and Holder and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. Sections' 5301.80 to 5301.92.

2. Covenant Area. The Covenant Area is an approximately 3.262 acre tract of real property; located at in the SE corner of parcel ID: 222-004970-00, in Franklin County, Ohio, and more particularly described in Exhibit A [legal description of the parcel(s)], Exhibit B [metes and bounds survey], Exhibit C [aerial image with covenant boundary] attached hereto and hereby incorporated by reference herein ("the Covenant Area").

3. The Owner is the fee simple owner of the Covenant Area.

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[In the notice, restate the activity and use restrictions from Paragraph 5 of this Covenant]

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- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered and, for example, is not subject to any utility,



road or other easement;

- c. that the Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- d. that this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

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Division of Surface Water  
Mitigation Compliance  
P.O. Box 1049  
Columbus, Ohio 43216-1049

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representative of the Owner and Holder represent and certify that they are authorized to execute this Covenant.

This document was prepared by the Ohio EPA and: **The City of New Albany.**

**IT IS SO AGREED:**

**OWNER:**

By: \_\_\_\_\_

William Ebbing

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Ohio )  
 )  
County of Franklin )      **SS:**

Before me, a notary public, in and for said county and state, personally appeared,  
\_\_\_\_\_, a duly authorized representative of \_\_\_\_\_,  
who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of  
\_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**HOLDER:**

By: \_\_\_\_\_

Joseph F. Stefanov

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Ohio )

)

ss:

County of Franklin )

Before me, a notary public, in and for said county and state, personally appeared, \_\_\_\_\_, a duly authorized representative of \_\_\_\_\_, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**OHIO ENVIRONMENTAL PROTECTION AGENCY**

By: \_\_\_\_\_

Laurie A. Stevenson, Director

Date: \_\_\_\_\_

State of Ohio	)	
	)	ss:
County of Franklin	)	

Before me, a notary public, in and for said county and state, personally appeared,  
Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did  
execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Legal Description of Property**

**ENVIRONMENTAL COVENANT AREA  
3.262 ACRES**

Situate in the State of Ohio, County of Franklin, City of New Albany, lying in Quarter Township 4, Township 2, Range 16, United States Military District, being on, over, and across that 26.169 acre tract conveyed to New Albany Powergrid LLC by deed of record in Instrument Number 201903130028215, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, in the line common to said Franklin and Licking Counties, at the northerly common corner of said 26.169 acre tract and that 35.000 acre tract conveyed to Columbus Southern Power Company by deed of record in Instrument Number 200603160007394 (Licking County Recorder);

Thence South 03° 41' 47" West, with said County line, the line common to said 26.169 and 35.000 acre tracts, a distance of 847.19 feet to the easterly common corner of said 26.169 acre tract and that 25.849 acre tract conveyed to Abercrombie & Fitch Management Co. by deed of record in Instrument Number 201012230175458;

Thence North 85° 55' 23" West, with the line common to said 26.169 and 25.849 acre tracts, a distance of 28.22 feet to the TRUE POINT OF BEGINNING;

Thence North 85° 55' 23" West, with said common line, a distance of 617.62 feet to a point;

Thence across said 26.169 acre tract, the following courses and distances:

North 04° 04' 37" East, a distance of 68.00 feet to a point;

North 52° 45' 15" East, a distance of 345.02 feet to a point;

South 69° 31' 29" East, a distance of 86.55 feet to a point;

South 77° 38' 30" East, a distance of 79.93 feet to a point;

North 82° 21' 53" East, a distance of 46.89 feet to a point;

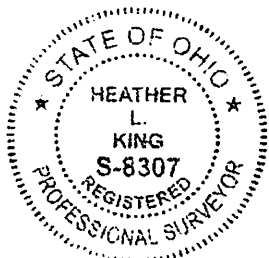
North 78° 35' 37" East, a distance of 65.11 feet to a point;

North 85° 16' 16" East, a distance of 31.09 feet to a point;

North 73° 17' 16" East, a distance of 40.84 feet to a point;

South 03° 41' 47" West, a distance of 283.61 feet to a point; and

South 32° 58' 15" East, a distance of 28.10 feet to the TRUE POINT OF BEGINNING, containing 3.262 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Heather L. King* 5/3/21  
Heather L. King  
Professional Surveyor No. 8307

**Exhibit B**  
**Metes and Bounds Survey**





EMHIT  
Engineering & Surveying  
2000 New Albany Road, Columbus, OH 43204  
Phone: 614.754.4200  
Fax: 614.754.4201  
emhit.com

# ENVIRONMENTAL COVENANT AREA

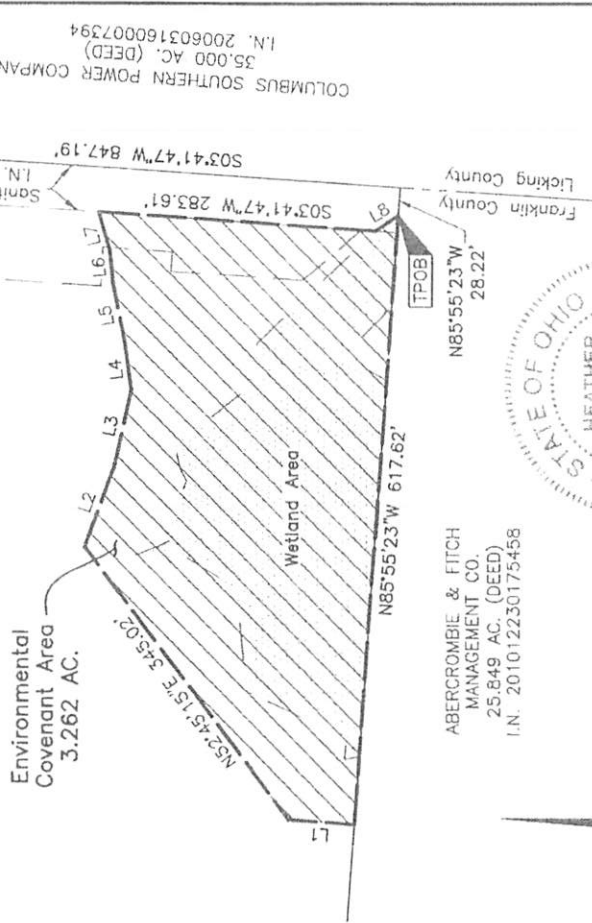
QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16  
UNITED STATES MILITARY DISTRICT  
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2020-0977 Sheet No: 1 of 1

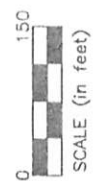
INNOVATION CAMPUS WAY WEST  
P.B. 126, P. 90

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N04°04'37"E	68.00'
L2	S69°31'29"E	86.55'
L3	S77°38'30"E	79.93'
L4	N82°21'53"E	46.89'
L5	N78°35'37"E	65.11'
L6	N85°16'16"E	31.09'
L7	N73°17'16"E	40.84'
L8	S32°58'15"E	28.10'

NEW ALBANY  
POWERGRID LLC  
26.169 AC. (DEED)  
I.N. 201903130028215



By: *Heather L. King* Date: 5/3/21  
Heather L. King  
Professional Surveyor No. 8307  
hking@emhit.com



Xref:

**Exhibit C**  
**Aerial Image of Covenant Area**



Evans, Mechwart, Hambleton & Tillon, Inc.  
Engineers • Surveyors • Planners • Scientists  
5000 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3648  
emht.com

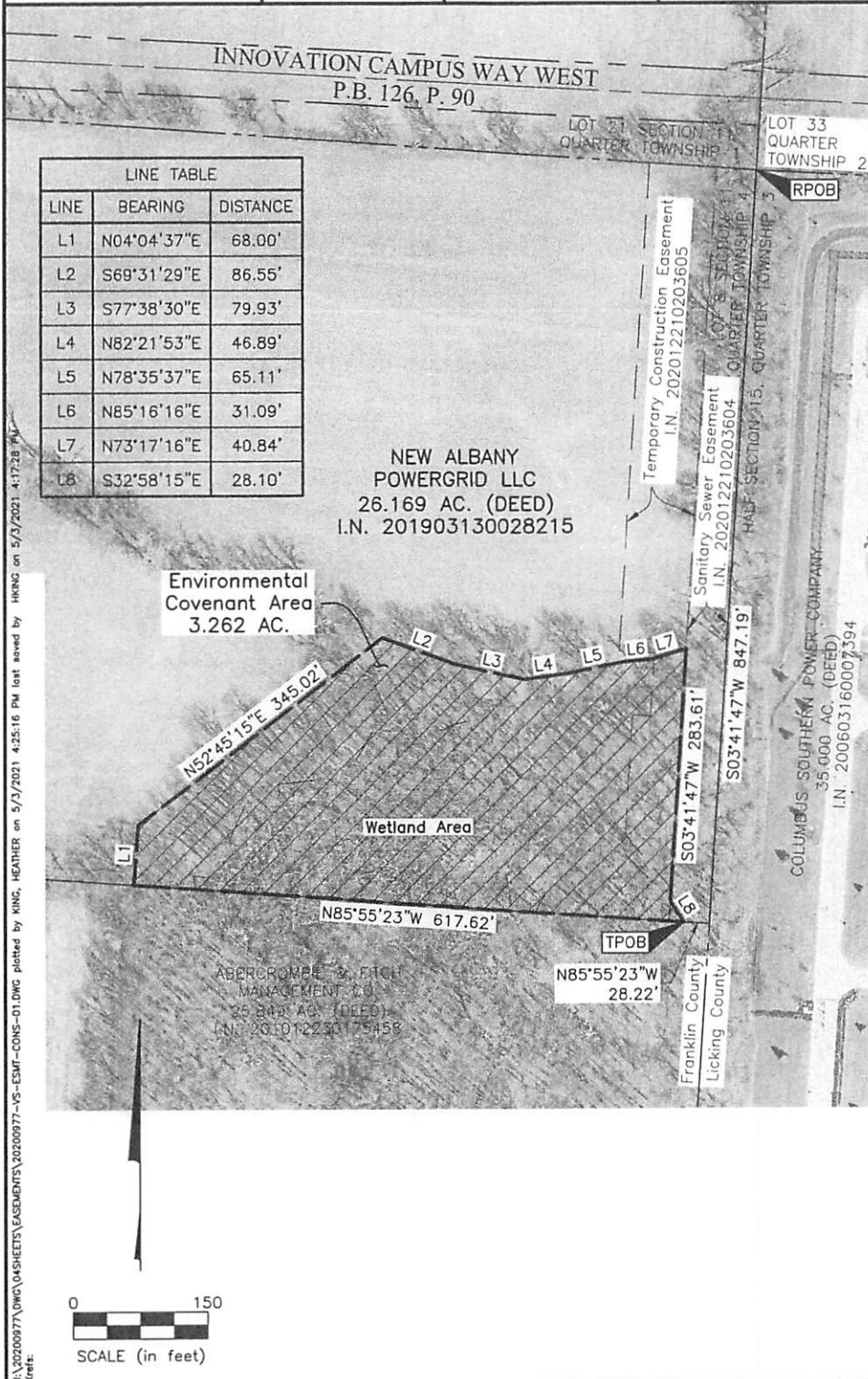
# ENVIRONMENTAL COVENANT AREA

QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16

UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2020-0977 Sheet No: 1 of 1





**ORDINANCE O-28-2021**

**AN ORDINANCE TO AMEND A CONSERVATION EASEMENT  
GENERALLY LOCATED NORTH OF SMITHS MILL ROAD AND WEST  
OF BEECH ROAD, INSTRUMENT NUMBER 201012230175455, TO  
PERMIT THE INSTALLATION OF AN UNDERGROUND SANITARY  
SEWER**

**WHEREAS**, the City of New Albany requests to amend the existing conservation easement to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement; and,

**WHEREAS**, the purpose of the original easement was for wetland and tree preservation; and,

**WHEREAS**, the City of New Albany has obtained mitigation property which will be protected in perpetuity under an environmental covenant as required by the Ohio EPA and U.S. Army Corps of Engineers to mitigate impacts to areas preserved by the conservation easement; and,

**WHEREAS**, council is satisfied that there is good cause for such amendment and that it will not be detrimental to the general interests and shall be approved.

**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 conservation easement generally located north of Smiths Mill Road and west of Beech Road, as identified as instrument number 201012230175455, is hereby amended in accordance with 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(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: 07/09/2021

Introduced: 07/20/2021

Revised:

Adopted:

Effective:

**FIRST AMENDMENT TO**  
**CONSERVATION EASEMENT AGREEMENT**

This First Amendment to Conservation Easement Agreement (this "Amendment") is made to be effective on the last date of signature below (the "Effective Date"), by and between **Abercrombie & Fitch Management Company**, ("Grantor"), and the **City of New Albany**, a municipal corporation existing under the laws of the State of Ohio, having its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee").

Prior Instrument References: Instrument Number 201012230175455, Recorder's Office, Franklin County, Ohio and Instrument Number 201010070133785; Recorder's Office, Franklin County, Ohio and Instrument Number 201010060020027, Recorder's Office, Licking County, Ohio.

**RECITALS:**

**WHEREAS**, Grantor and Grantee are parties to that certain Conservation Easement Agreement which is of record with the Recorder's Office, Franklin County, Ohio as Instrument Number 201012230175455 (the "Conservation Easement Agreement"); and

**WHEREAS**, Grantor and Grantee desire to amend the Conservation Easement Agreement as provided in this Amendment in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement, as more specifically identified herein.

**NOW THEREFORE**, in consideration of the promises and covenants detailed in the Conservation Easement Agreement and as described below, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

**AGREEMENT:**

1. **Defined Terms.** All capitalized terms which are used but not defined herein shall have the meanings given to them in the Conservation Easement Agreement.
2. **Partial Removal and Release.** Grantor and Grantee hereby agree to remove and release from the Conservation Easement a limited portions of the real property that was previously defined as being part of the Conservation Easement Area in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing. The area being removed and released from the Conservation Easement Area constitutes a permitted Sewer Crossing within a Sanitary Sewer Easement as defined in the Conservation Easement Agreement and is identified in Attachment #1, which is attached hereto and incorporated herein by reference. The removal and release contemplated hereunder is being completed in accordance with Section 2 of the Conservation Easement Agreement.
3. **Incursion.** Grantor and Grantee hereby agree to allow an incursion within limited portions of the real property that was previously defined as being part of the Conservation Easement Area in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing. The area of an incursion within the Conservation Easement Area constitutes a permitted Sewer Crossing within a Temporary Construction Easement as defined in the Conservation Easement Agreement and is identified in Attachment #1, which is attached hereto and incorporated herein by reference. The incursion contemplated here under is being completed in accordance with Section 3 of the Conservation Easement Agreement.
4. **No Other Amendments.** Except as expressly provided in this Amendment, no other provisions of the Conservation Easement Agreement are being amended hereby.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment on the date(s) indicated immediately below their respective signatures.

**GRANTOR:**

**Abercrombie & Fitch Management Company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Abercrombie and Fitch Management Company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

GRANTEE:  
**CITY OF NEW ALBANY,**  
an Ohio municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Mitchell Banchevsky, City Law Director

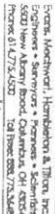


STATE OF OHIO  
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the City of New Albany, an Ohio municipal corporation, on behalf of the city.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Attachment #1**



## QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16

CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

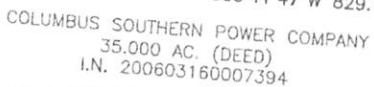
Date: May 3, 2021

26.169 AC. (DEED)  
I.N. 201903130028215

S85°55'23"E  
45.00'

- Preservation Easement  
I.N. 201012230175455

I.N. 201012230175458

LINE TABLE

I.N. 201012230175455

P.B. 106, p. 92



By

Heather L. King

hking@ernht.com

Date \_\_\_\_\_

J:\20191284\DWG\04SHEETS\EASEMENTS\20191284-VS-ESMT-CONS-02.DWG plotted by KING, HEATHER on 5/3/2021 5:36:47 PM last saved by HKING on 5/3/2021 5:36:29 PM  
Xrefs:

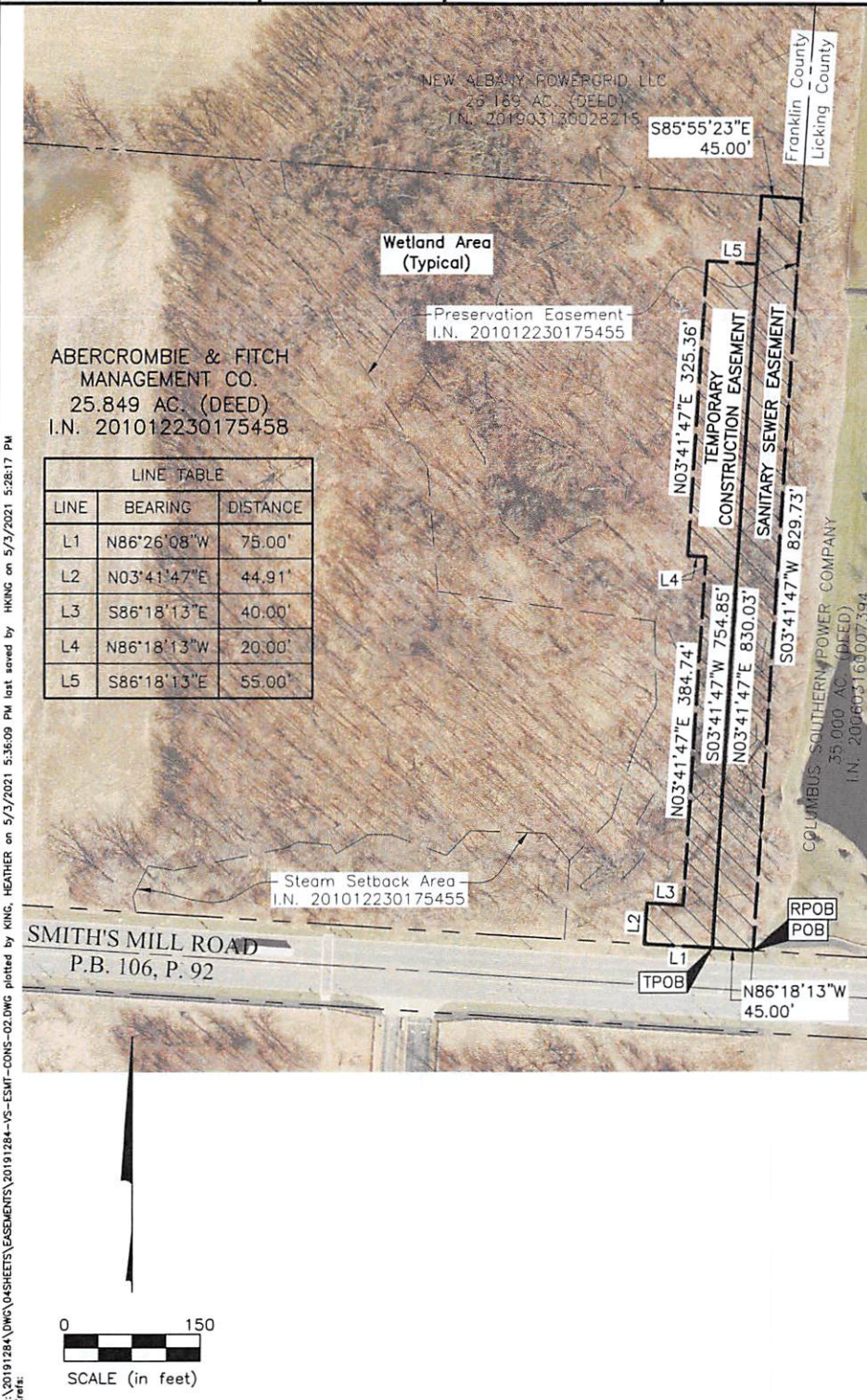
0 150  
SCALE (in feet)



Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.5648  
emht.com

**PRESERVATION EASEMENT & STREAM SETBACK**  
QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16  
UNITED STATES MILITARY DISTRICT  
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2019-1284 Sheet No: 1 of 1





## **ORDINANCE O-29-2021**

### **AN ORDINANCE TO APPROVE THE FINAL PLAT AND ACCEPT RIGHT-OF-WAY DEDICATION AND EASEMENTS FOR GANTON PARKWAY EAST PHASE 2, AS REQUESTED BY THE CITY OF NEW ALBANY**

**WHEREAS**, an application to approve the Final Plat for Ganton Parkway East Phase 2 has been submitted by the City of New Albany; and

**WHEREAS**, the city will be the recipient (grantee) of the right of way dedication of approximately 3.279 acres; and

**WHEREAS**, the New Albany Planning Commission, after review in a public meeting on July 19, 2021, recommended approval of the Final Plat; and

**WHEREAS**, the city engineer certifies that Ganton Parkway East Phase 2 meets all the requirements of Chapter 1187 of the Codified Ordinances, storm water management, design requirements and will meet all other requirements of the city.

**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 final plat to create Ganton Parkway East Phase 2 extension is attached to this ordinance as Exhibit A and made a part herein is approved.

**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 VI, Section 6.07(B) of the New Albany Charter, this ordinance shall take 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: 07/21/2021

Introduced: 08/03/2021

Revised:

Adopted:

Effective:

Exhibit A - O-29-2021

# GANTON PARKWAY EAST PHASE 2 DEDICATION AND EASEMENTS

1  
2

Situated in the State of Ohio, County of Licking, City of New Albany, and in Section 16, Township 2, Range 15, United States Military Lands, containing 3.279 acres of land, more or less, said 3.279 acres being part of that tract of land conveyed to MBJ HOLDINGS, LLC by deed of record in Instrument Number 201708040016416, Recorder's Office, Licking County, Ohio.

The undersigned, MBJ HOLDINGS, LLC, a Delaware limited liability company, by BRENT B. BRADBURY, Treasurer, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents as "GANTON PARKWAY EAST PHASE 2 DEDICATION AND EASEMENTS", does hereby accept this plat of same and dedicates to public use, as such, all of Ganton Parkway shown herein and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. No building shall be constructed in any area over which easements are hereby reserved. Easement areas shown here on outside of the platted area are within lands owned by the undersigned and easements are hereby reserved thereon for the uses and purposes expressed herein.

In Witness Whereof, BRENT B. BRADBURY, Treasurer of MBJ HOLDINGS, LLC, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and Acknowledged  
in the presence of

MBJ HOLDINGS, LLC

By  
BRENT B. BRADBURY,  
Treasurer

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared BRENT B. BRADBURY, Treasurer of MBJ HOLDINGS, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said MBJ HOLDINGS, LLC for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_  
Notary Public, \_\_\_\_\_ State of Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_  
Mayor, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_  
City Engineer, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_  
Council Representative to Planning Commission, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_  
Chairperson, Planning Commission, New Albany, Ohio

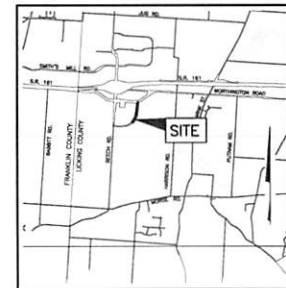
Approved this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_  
Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. \_\_\_\_\_ passed \_\_\_\_\_, 20\_\_, wherein all of Ganton Parkway shown dedicated herein is accepted as such by the Council for the City of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to \_\_\_\_\_, 20\_\_.

Transferred this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
Auditor, Licking County, Ohio

Filed for record this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ M. Fee \$ \_\_\_\_  
Recorder, Licking County, Ohio

Instrument No. \_\_\_\_\_



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

## SURVEY DATA:

**BASIS OF BEARINGS:** The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road having a bearing of North 03°08'02" East, is designated the "basis of bearing" for this plat.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Licking County, Ohio.

**IRON PINS:** Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pins, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

**PERMANENT MARKERS:** Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punchmarked) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities and prior to the City of New Albany, Ohio's acceptance of these infrastructure improvements. The New Albany, Ohio, City Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED  
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)

By \_\_\_\_\_ Date \_\_\_\_\_  
Professional Surveyor No. 7865

# GANTON PARKWAY EAST PHASE 2 DEDICATION AND EASEMENTS

MBJ HOLDINGS, LLC  
51.281 AC. (DEED)  
I.N. 201708040016416  
P.N. 094-107106-00.000

SIDECAT, LLC  
323.145 AC. (DEED)  
I.N. 201708310018468  
P.N. 094-107100-00.001

PJP HOLDINGS, LLC  
24.148 (DEED)  
I.N. 202105060013568  
P.N. \_\_\_\_\_

BOARD OF COMMISSIONERS OF  
LUCKING COUNTY, OHIO  
PARCEL NO. 7-WDV3  
27.601 AC. (DEED)  
I.N. 200510280034302

MBJ HOLDINGS, LLC  
51.281 AC. (DEED)  
I.N. 201708040016416  
P.N. 094-107106-00.000

- Line Type Legend**
- Existing Property Line
  - - - Existing R/W Line
  - - - Existing R/W Centerline
  - - - Existing Easement Line
  - Subdivision Boundary Line
  - Left Line
  - R/W Line
  - R/W Centerline
  - - - Easement Line

CURVE TABLE				
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	30°50'44"	1261.027'	674.657'	N 27°37'00" E 656.36'

SCALE 1" = 60'







## **ORDINANCE O-30-2021**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 30.6 +/- ACRES OF LAND GENERALLY LOCATED AT SOUTHWEST AND SOUTHEAST CORNERS OF CENTRAL COLLEGE ROAD AND NEW ALBANY-CONDIT ROAD FOR AN AREA TO BE KNOWN AS THE "NONA ZONING DISTRICT" FROM ITS CURRENT ZONING OF RESIDENTIAL ESTATE DISTRICT (R-1) TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT DISTRICT AS REQUESTED BY NONA MASTER DEVELOPMENT LLC**

**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 recommended its approval; and

**WHEREAS**, The Engage New Albany Strategic Plan identifies this location for a mixed-use hamlet concept that recommends the area introduce walkable retail and commercial uses with residential areas as part of a comprehensive development.

**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 30.6 ± acre area of land located at 6495 Central College Road, 6501 Central College Road, 6527 Central College Road, 6545 Central College Road, 6557 Central College Road, 6571 Central College Road, 6589 Central College Road, 6945 Central College Road, 6944 New Albany Condit Road, 6922 New Albany Condit Road, 6941 New Albany Condit Road, 6939 New Albany Condit Road, 6911 New Albany Condit Road, 6873 New Albany Condit Road, 6857 New Albany Condit Road, 6841 New Albany Condit Road (PIDs: 222-000670, 222-000673, 222-000676, 222-000688, 222-000668, 222-000549, 222-000669, 222-000654, 222-000314, 222-000375, 222-000672, 222-0000671, 222-000686, 222-000664, 222-000685 and 222-000675) for an area to be known as the "NoNA Zoning District" from its current zoning of Residential Estate District (R-1) 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 \_\_\_\_\_, 2021.

**Attest:**

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

\_\_\_\_\_  
Jennifer H. Mason  
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## **NoNA ZONING DISTRICT**

### **INFILL PLANNED UNIT DEVELOPMENT (I-PUD) TEXT**

**July 7, 2021**

#### **I. GENERAL PURPOSE:**

A. The primary purpose of the North New Albany (NoNA) Zoning District (the “Zoning District”) is to implement the general principles and stated objectives of the Engage New Albany 2021 Strategic Plan (the “Strategic Plan”) specifically relating to the creation of a select number of focused pockets of mixed-use development in strategic locations throughout the City that emphasize the preservation and creation of outstanding open spaces, the provision of a wide range of choices for housing, dining and entertainment, and a commitment to high-quality planning and design (a “Hamlet Zoning District”). The Strategic Plan specifically identifies the Zoning District as the location of a Hamlet to be developed according to the Strategic Plan’s vision and to anchor the neighborhoods and business that make up the Strategic Plan’s “Northwest Focus Area”.

B. The Zoning District is intended to energize and foster a highly-amenitized center of gravity for the North New Albany area, create a gateway to the City’s Village Center and International Business Districts, and serve as a model of best-practices of environmentally responsible design and placemaking. The Zoning District will focus on embracing the area’s natural settings, expanding the range of choices available to the City’s residents; and creating places that embody the City’s commitment to community.

#### **C. Specific Purposes:**

1. More specifically, the purpose of the Zoning District is to promote development that creates an energized neighborhood center within a walkable, mixed-use environment that will enhance the Northwest Focus Area and promote the City’s image as an exceptional location for high-quality business investment.

2. The Zoning District is further intended to create places that embody the City’s commitment to community through the encouragement of communal interaction, creation of “complete neighborhoods”, and fostering design that embraces placemaking and honors human-scale experience in its format and detailing. In addition, the Zoning District will be designed and maintained to serve as a center of community for current and future City residents.

D. Principles of Walkable Urbanism: To advance the purposes of the Zoning District as described in divisions (A) through (C) of this section, the following principles of “walkable urbanism” will serve as a guiding framework for the design and development of the Zoning

District. Individual principles may not apply in all circumstances but should be used where appropriate to ensure the requirements and standards of the Zoning District are applied in a manner that contributes to the creation of walkable, mixed use environments as envisioned by the Strategic Plan while providing for the creation of a safe and comfortable pedestrian-oriented development desired by the City and consistent with the principles of walkable urbanism.

1. General Principles. The designs of buildings, streets, and open spaces within the Zoning District should contribute to the creation of vibrant streetscapes, community gathering places, and a neighborhood pattern of development, characterized by:

- a. Quality architecture, master planning, and design emphasizing beauty, human comfort, and creating a “sense of place”;
- b. Pedestrian-friendly design that places a high priority on walking and bicycling;
- c. Creation of interesting and convenient destinations within walking distance for visitors as well as ordinary activities of daily living; and
- d. Respect for the natural environment.

2. Streets, Parking and Transit. Streets should be capable of accommodating multiple modes of transportation and should facilitate the creation of a public realm designed primarily for people, characterized by:

- a. Streets and blocks arranged to allow for comfortable walking distances, to disperse traffic and to reduce the length of automobile trips;
- b. A connection to and enhancement of the existing street network;
- c. A recognition of the role of buildings and landscaping that contributes to the physical definition of streets as civic places;
- d. On-street public parking where appropriate; and
- e. Shared parking and other strategies to reduce the size of surface parking lots and enable efficient and creative site design.

3. Commitment to Principles of Master Planning and Holistic Design. The physical form of development in the City affects the quality of the lives of its current and future residents. The principles of master planning and holistic design help to improve and

protect this quality, whereas dogmatic application and strict adherence to traditional land use restrictions in a Hamlet development will lead to a less desirable outcome. While traditional zoning ordinances typically emphasize land use regulation that separates uses, it is the intent in this Zoning District to instead stress high-quality physical form and design through the use of a “master planning” process. This approach recognizes the intrinsic relationship between public areas such as streets and sidewalks with the private realm of homes and buildings and is founded upon collaboration between the developer and the community. Use of a “master planning” review process for the following specific portions of a proposed development as part of an application for Final Development Plan Approval will include:

- a. Overall site planning and associated proposed uses;
- b. Cohesive streetscapes and perimeter landscaping;
- c. Vehicular access and shared parking solution;
- d. Bicycle access and shared parking solution;
- e. Lighting; and
- f. Signage (as needed).

## **II. ORGANIZATION OF ZONING DISTRICT; GENERALLY APPLICABLE STANDARDS:**

A. Location and Subareas: This Zoning District consists of 30.33+/- acres located to the southwest and southeast of the intersection of Central College Road and New Albany-Condit Road (a.k.a. State Route 605). It includes an assemblage of various township-era single family parcels that historically have been under fractured ownership and have been used as owner-occupied/renter-occupied residences but are now owned or controlled by a single business entity, namely the applicant. The development proposal includes 6 subareas:

1. Subarea 1: Subarea 1 consists of 1.8 +/- acres located in the northwestern corner of the Zoning District. It is found to the south of and adjacent to Central College Road. Its western boundary is the corporation line separating New Albany and the City of Columbus. This subarea will accommodate restaurant, retail, service-oriented, office, and similar development.

2. Subarea 2: Subarea 2 consists of 5.4 +/- acres located to the southwest of, and adjacent, to the intersection of Central College Road and New Albany-Condit Road. This subarea will contain multi-family residential uses and related amenities.

3. Subarea 3: Subarea 3 contains 9.1 +/- acres. It is irregularly shaped to include the west-central portion of the Zoning District with an extension eastward to New Albany-Condit Road to encompass Sugar Run Creek. This subarea is intended to be the epicenter of recreational and social activities to serve not only this Zoning District but also residents and visitors from throughout the City. It will contain a mix of unique uses, many of which are not currently found anywhere else in New Albany.

4. Subarea 4: Subarea 4 is found in the east-central portion of the site. Containing 2.8 +/- acres, it will provide for residential uses.

5. Subarea 5: Subarea 5 consists of 6.5 +/- acres and is the southern portion of the Zoning District. This subarea is intended to provide senior living opportunities with a limited mix of supporting uses.

6. Subarea 6: Subarea 6 consists of 5.4 +/- acres and is located to the southeast of and adjacent to the intersection of Central College Road and New Albany-Condit Road. This subarea is to be developed with single family residential and townhomes.

B. Development Standards – General Application: This text is intended to apply development standards and requirements that are particular to this Zoning District. Where it provides standards and/or requirements that conflict with those which are set forth in the Codified Ordinances, the provisions of this text shall govern. Where this text is silent on a particular standard or requirement and the Codified Ordinances address that item or standard, then development and operation of uses in this Zoning District shall comply with the relevant provisions of the Codified Ordinances. Development standards which are particular to each subarea are provided below. In addition, each subarea shall be subject to the generally applicable requirements of Section VIII.

C. Architectural Standards: Buildings that are constructed to accommodate certain uses are not contemplated by the City's Design Guidelines and Requirements (DGRs). In fact, the concept of Hamlets being developed in the City was introduced for the first time in the 2021 update to the Strategic Plan and therefore buildings associated with this development type are not addressed therein. Therefore, this Zoning District is not governed by the DRGs, as the document is silent on the type of development being proposed.

The goal for architectural design of the buildings and structures in this Zoning District is to meet or exceed the community standard while enabling creativity in defined locations to providing distinguishing features for this development. 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 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 flexibility to encourage innovative design provided that the spirit and intent of a “Hamlet” as contemplated in the Strategic Plan are met. The following requirements shall apply to architecture within this Zoning District:

1. Design Intent: Buildings and structures within Subareas 1, 2, 4, 5, and 6 shall be designed in a manner that substantially complies with relevant provisions of the DGRs as if they are being applied to the building or structure as a stand-alone project that is not part of a Hamlet. For example, the buildings in Subarea 1 shall apply the standards of Section 6 of the DGRs (Commercial Outside Village Center). Notwithstanding the foregoing, deviations from relevant provisions shall be permitted if (i) they enhance the compatibility or cohesiveness of a particular building or structure with other proposed or existing buildings in the Zoning District, or (ii) they improve the environmental sustainability and reduce the environmental impact of the building or structure while not materially and negatively impacting its aesthetics. Review of architecture shall be required for approval as part of a final development plan.

The City’s Design Guidelines and Requirements (DGRs) shall not apply to Subarea 3. Architectural designs and requirements shall be reviewed as part of one or more final development plans for this subarea, and building shall be constructed in accordance with such approved plans. Given the isolated nature of Subarea 3, the intent is to allow for creative designs for buildings and structure to create a unique sense of place. Thematic, “folly”, and eclectic architectural designs shall be encouraged in Subarea 3 in order to create vibrancy and a sense of a unique place. Proposed architecture for buildings in this subarea will take this into account while not diminishing the quality of architecture as a result. For “Cottages” within this subarea, an applicant need not have the design of each individual unit approved as part of a final development plan, but may present designs for several of them along with written architectural design standards to be applied to other Cottages which may be administratively applied by City staff.

Character images for the architecture that is anticipated for this Zoning District have been provided as part of the preliminary development plan application. Architecture is intended to further the design ideas that are provided in these images.

2. Four-Sided Design: Buildings shall be designed to be seen from 360 degrees, meaning that they shall be four-sided with a consistent level of design on all sides. The palette of exterior finishes and color shall be cohesive and harmonious with the materials on and character on all sides of a building. Building facades which face interior courtyards and are not visible from outside of these courtyards shall not be subject to this requirement. Unfinished rear facades of buildings shall be prohibited.

3. Height: Maximum building heights shall not exceed:

- a. 35 feet in Subareas 1 and 4 (with homes in Subarea 4 required to meet the minimum number of stories as set forth in applicable provisions of the DGRs).
- b. 53 feet in Subarea 2;

- c. 42 feet in Subarea 3;
- d. 55 feet in Subarea 5; and
- e. 45 feet in Subarea 6 (with homes required to meet the minimum number of stories as set forth in applicable provisions of the DGRs).

Architectural elements such as monitors, chimneys, and cupolas may exceed the height limitations of this text as permitted by the Codified Ordinances.

4. Roofs: Roofs may be sloped or flat. Flat roofs shall incorporate detailed and decorated cornices in a manner that is consistent with existing examples of details on similar buildings in other areas of the City. Acceptable materials for sloped roofs include dimensional asphalt shingles, natural and synthetic slate, cedar shake, and standing seam metal and may incorporate environmentally sustainable architectural elements (such as but not limited to green roofs).

5. Screening: 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. Complete screening of all ground-mounted mechanical and other equipment at ground level by walls, fencing, or landscaping that is consistent and harmonious with the materials on and character of the nearest primary building shall be required to achieve a minimum 75% opacity screening year round.

6. Wall Finish Materials: Brick, brick veneer, and cementitious/composite siding or equivalent, shall be permitted as primary and secondary exterior façade materials as well as for trim and accent elements. Vinyl shall be prohibited, except (a) on building facades interior to a courtyard that is surrounded by building facades on all sides and (b) within Subarea 5, where it shall be permitted only if the Planning Commission determines, as part of a final development plan, that the aesthetics, quality, durability, and ability to maintain a proposed vinyl product will meet or exceed the same characteristics as they are found in cementitious/composite siding. Metal panels, EIFS, wood, and aluminum also shall be permitted as trim or accent elements. Exterior wall finish materials must be used to complete massing elements. The application of brick or brick veneer to a single building façade is prohibited. Tinted glass shall be permitted, while reflective or mirrored glass shall be prohibited. Exposed concrete foundation walls are prohibited.

7. Fascias: When applicable, roof fascias shall be proportioned to the scale of the roof element.



8. Gutters and Downspouts: Sloped roofs shall be required to employ gutters and downspouts for drainage. All gutters shall be of a metal type and shall be painted to match fascias.

9. Commercial/Multifamily Exterior Doors: Exterior doors of any structure being primarily used for multifamily apartments or commercial sales and services, shall be made of a heavy gauge metal. This requirement shall not apply to doors whose primary purpose is for the entry or exit of customers and residents.

10. Prefabricated Buildings: Prefabricated metal buildings, untreated masonry block structures, and buildings featuring an exterior finish entirely of glass are prohibited.

11. Operable Doors: The requirement in the DGRs that an operable and active front door is to be provided along a public street shall apply in Subarea 1 along Central College Road only for multi-tenant buildings. Single-tenant buildings in Subarea 1 along Central College Road shall be exempt from this requirement, provided that such buildings have a pedestrian entrance on one or both sides and further provided that the façade of a building facing Central College Road instead shall include an architectural feature or other design element that encourages pedestrian activity and sufficiently addresses the road architecturally. Where buildings in other subareas have frontages on two or more public streets, a primary pedestrian entrance shall be designated. Secondary pedestrian entrances shall appear to be operable but may have their access limited by key card, key pad, or similar means.

12. Architectural Details: Additional architectural details including roof plans; garage door design/colors; dormer details; entablature; and shutter specifications; columns, cornice and pediment details; window specifications; louver details, brick mould profile shall be provided at each final development plan for review by the Planning Commission as applicable. The extensive use of glass shall be encouraged on storefronts.

13. Provisions Specific to Subarea 2: There shall be no maximum building length in Subarea 2. Stairways (other than stoops) within Subarea 2 must be enclosed and shall not be visible from the exterior of a building.

14. Solar Panels: When used, solar panels shall be located where not visible to public streets whenever possible; however, if they need to be located such that they are visible in order to function (i.e., facing south), the panel array shall be arranged in an orderly, designed layout, incorporating required walkways if on the ground, and evenly distributed if on a roof, for a neat appearance. Wiring and components other than the panels shall not be visible.

D. Vehicular and Bicycle Parking. Given the integrated development program for this Zoning District, as part of the review and approval of the first final development plan in the Zoning District the applicant will complete and submit (a) a comprehensive shared vehicular parking master plan for the entire Zoning District (a “Vehicle Parking Plan”) and (b) a comprehensive bicycle parking plan (a “Bicycle Parking Plan”). The Vehicle Parking Plan shall analyze peak commercial, office, and residential uses and recommend the total number of vehicular parking spaces and their locations based on shared parking principles and ratios to provide adequate parking for the Zoning District without “overparking” that would detract from the built environment and provide for unnecessary excess pavement. The Bicycle Parking Plan shall provide for a number of bicycle parking places that is adequate to serve the needs of the Zoning District while being located for their efficient usage, but shall not require bicycle parking on each individual parcel. The Vehicle Parking Plan and the Bicycle Parking Plan that is approved as part of a final development plan shall govern the provision of parking for vehicles and bicycles in this Zoning District unless otherwise approved as part of one or more additional or amended final development plans that are later filed for development within the Zoning District, and in Subarea 2 shall provide the required number of parking spaces as provided later in this text. Notwithstanding the foregoing, specific vehicular parking ratios and requirements for Subarea 2 and Subarea 5 are detailed later in this text and shall be applied to those subareas when preparing and reviewing the Vehicle Parking Plan.

**III. SUBAREA 1:** The provisions of this Section III shall apply to Subarea 1.

A. Permitted Uses: The permitted uses contained in the Codified Ordinances of the City of New Albany, C-2 General Business (Commercial) District, Section 1147.02, shall be permitted in Subarea 1. Conditional uses contained in Section 1147.03 of the Codified Ordinances shall be allowed in this subarea. Conditional uses shall comply and shall be reviewed in accordance with Chapter 1115 of the Codified Ordinances. Notwithstanding any of the foregoing, the following uses shall be prohibited in Subarea 1:

1. Funeral services.
2. Self-service laundries.
3. Gasoline service stations or retail convenience stores selling gasoline as an ancillary activity.

B. Lot and Setback Commitments:

1. Application of C-2 Development Standards: Except as otherwise expressly set forth in this subsection II.B, the development standards contained in Codified Ordinances Section 1147.04 shall apply to this subarea.

2. Central College Road: There shall be a minimum pavement setback and a minimum building setback of 70 feet as measured from the centerline of Central College

Road. The setback from Central College Road shall be deemed to be the front yard setback in this subarea.

3. Perimeters: The following setbacks shall apply to perimeter boundaries of Subarea 1 which are not contiguous with the public street right-of-way of Central College Road:

a. A minimum pavement setback of 5 feet and a minimum building setback of 10 feet from the western perimeter boundary line.

b. There shall be a zero minimum pavement and building setback from the southern and eastern perimeter boundary lines.

4. Interior Boundaries: Setbacks along all internal property boundaries between adjoining parcels within this subarea shall be zero feet for pavement and for buildings.

5. Lot Coverage: The maximum lot coverage shall be 80%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

C. Access: Vehicular access to and from Subarea 1 shall be provided from (a) one full movement access point on Central College Road that is located along or near the shared perimeter boundary line between Subarea 1 and Subarea 2, and (b) from a public street and public alley network that is generally consistent with that which is illustrated in the accompanying preliminary development plan and as approved in one or more final development plans for the Zoning District.

#### IV. SUBAREA 2: The provisions of this Section IV shall apply to Subarea 2.

A. Permitted Uses: Permitted uses in this subarea shall include:

1. Multi-family dwelling units.
2. Private community center/clubhouse facilities (with or without an outdoor pool) and other amenities that are customary when serving a multi-family residential

development. Marketing and leasing offices for the multi-family within this subarea shall be permitted to be operated from this structure, as will coffee shops, cafes, fitness centers, community gathering spaces, co-working spaces for offices, and other similar uses in accordance with Section 1127.02(e) (Similar Uses) of the Codified Ordinances.

3. Home occupations, subject to the regulations of Codified Ordinances Section 1165.07.

**B. Density, Unit, and Setback Requirements:**

1. Number of Units: There shall be a maximum of 280 dwelling units in this subarea.

2. Types of Units: Dwellings shall consist of individual “flat” or “garden” units, meaning that each dwelling unit will be located on a single floor of the building in which it is located, and/or two-story units with flats or gardens above or below them. Units shall be located above a so-called “podium” parking area within the building and/or shall be wrapped around an interior parking area within the building. If parking underneath or within a building is visible from the exterior, then opaque screening shall be required using materials that are consistent with or complimentary to the exterior facades of the building.

3. Size and Configuration: The minimum gross floor area for each dwelling unit shall be 500 square feet. One-, two-, and three-bedroom units will be permitted, provided that no more than 40% of the units will have two bedrooms and no more than 8 units shall three bedrooms.

4. Lot Size: There shall be a minimum lot width of 100 feet and minimum lot area of 10,000 square feet in this subarea.

5. Lot Coverage. The maximum lot coverage shall be 90%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

6. Setbacks. The following setback requirements shall apply to this subarea:

a. Central College Road. There shall be a minimum pavement setback and a minimum building setback of 70 feet from the centerline of Central College Road.

b. New Albany-Condit Road. There shall be a minimum pavement setback and a minimum building setback of 70 feet from the centerline of New Albany-Condit Road as it exists on the date that this text becomes legally effective.

c. Southern Perimeter Boundary. There shall be a zero minimum pavement and building setback from the right-of-way of the new public street that is to be constructed along or near the southern perimeter boundary line of this subarea.

d. Western Perimeter Boundary. There shall be a zero minimum pavement and building setback from the western boundary line of this subarea.

e. Minimum Separation. The minimum separation between buildings shall be 10 feet

C. Access and Parking:

1. Vehicular Access: Vehicular access to and from Subarea 2 shall be provided using a combination of a public street and a public alley system within the subarea and the Zoning District. Vehicular access shall be provided from a full-service access point on Central College Road along or near the shared boundary line of this subarea with Central College Road. An east-west public street will be provided within or along the southern boundary of Subarea 2. This street shall have a minimum right-of-way width of 60 feet and a pavement width of 24 feet, measured from face-of-curb to face-of-curb and shall have full movement access at New Albany-Condit Road.

2. Off-Street Parking: Parking shall be provided within the interior of multi-family buildings at the minimum rate of 1.05 spaces per studio dwelling unit, 1.16 spaces per one-bedroom unit, 1.64 spaces per two-bedroom unit, and 1.89 spaces per three-bedroom unit. An exterior parking area shall be located near the permitted private community center/clubhouse with spaces to be provided at the minimum rate of 1 space per 1,000 square feet contained within the community center/clubhouse. This exterior parking area may be used for overflow parking from other uses or from events in this Zoning District, and visitor parking, drop-offs, deliveries, potential lessees, ride sharing, and food pickups. Direct vehicular access to and from interior and exterior parking areas shall be prohibited from Central College Road and New Albany-Condit Road.

3. On-Street Parking: On-street parking shall be permitted on at least one side of the public street that is near or along the southern boundary of this subarea.

4. Public Sidewalks: A public sidewalk shall be located within the right-of-way on both sides of the public street that is near or along the southern boundary of this

subarea. Sidewalks shall be a minimum of 5 feet in width and shall be constructed of concrete.

D. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets and public alleys. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances. This requirement may be waived in areas where existing vegetation occurs, subject to the approval of the city landscape architect. Notwithstanding the foregoing, tree spacing may deviate from this requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Trees shall not obstruct sight distance or signage. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for landscaping along Central College Road and New Albany-Condit Road. It also shall include locations for public and private sidewalks. Public street and alley landscaping shall be coordinated and consistent throughout the Zoning District.

V. SUBAREA 3: The provisions of this Section V shall apply to Subarea 3.

A. Intent: Subarea 3 is intended to be the core of this Zoning District which is an amenity for the Hamlet and an attraction for the larger New Albany community. Using the Sugar Run Creek as the Zoning District's backbone, the goal will be to capitalize on its prominence by creating associated green space, leisure trails, and recreational, entertainment, and social opportunities. It will accommodate a variety of unique and inventive uses.

B. Permitted Uses: Permitted uses in this subarea shall include:

1. Parks/Open Space: Parks, open space, dog parks, public restrooms, and customary amenities and activities related thereto.

2. Recreation: Athletic fields, athletic courts, playgrounds, and similar uses.

3. Parking: Parking for uses within this subarea and for overflow from other subareas.

4. “Food Trucks”, defined to mean “licensed and operable motor vehicles or trailers with a kitchen where food is prepared for purchase by walk-up customers.”

5. “Food Huts”, defined to mean “a restaurant with limited seating capacity located in a small space relative to traditional restaurants and which derives most of its sales from carryout orders”.

6. “Seasonal Dining Spaces”, defined to mean “dining and/or beverage consumption spaces located outside of a permanent structure which provide for outdoor seating opportunities during times of cold or otherwise inclement weather using inflatable bubbles or other means of shelter or separation and which utilize portable heating devices, as necessary.”

7. “Office/Co-Working spaces”, defined to mean “shared workspaces providing an office-like environment for multiple businesses and/or individuals to operate and work, for rent on a short-term but renewable basis.”

8. “Cottages”, meaning “homes that are 850 square feet or less in size, detached from other structures. Cottages may be rented as VRBO, Airbnb, or in similar manners.”

9. “Outdoor entertainment stages” shall mean stages that are covered or uncovered but not completely enclosed and from which concerts, theatre productions, and other artistic performances are given.

10. Restaurants, with or without outdoor dining spaces. Drive-thrus are prohibited. For purposes of this subsection, a “drive-thru” shall be defined to mean one or more dedicated lanes from which food orders are placed and picked up. Temporary outdoor food concessions or providers shall be included within this definition.

11. “Ghost Kitchens”, defined to mean “professional food preparation and cooking facilities set up for the preparation of delivery-only meals. Delivery may be made to visitors of uses, places, or events within Subarea 3 or to locations elsewhere within and/or outside of the Zoning District.” A Ghost Kitchen need not be for a single restaurant and may contain kitchen space and facilities for more than one restaurant brand. It also may be permitted to be operated as part of or in conjunction with other permitted restaurants or permitted food concepts.

12. Special event venues such as, but not limited to, wedding venues, banquet facilities, and gathering venues for special occasions.

13. “Markets”, defined to mean “farmers markets, artisan and artist markets, craft markets, flea markets, antique markets, and similar markets. These permitted uses may be located indoors or outdoors. Markets may include Food Trucks and other temporary outdoor food preparation concessions or providers.”

14. Artisan and artist creative spaces and galleries.

15. Nano-breweries/pubs and beer gardens.

16. Multi-family dwelling units located within a building and above a first floor which contains one or more other permitted uses.

17. Retail sales, no greater than 2,500 square feet per tenant space.

C. Density: The following maximum densities shall apply to this subarea:

1. Residential. There shall be a maximum of 25 total residential units in this subarea.

2. Outdoor Entertainment Stages. A maximum of two permanent Outdoor Entertainment Stages shall be permitted.

D. Operational Requirements and Limitations: Given the unique nature of certain permitted uses in this subarea, certain operational requirements and limitations are being provided in order to ensure their appropriate operations:

1. Recreational Uses: Athletic fields, athletic courts, playgrounds, and similar uses may be lighted, provided that such lighting is turned off by 10:00 P.M.

2. Outdoor Entertainment Stages: Performances from Outdoor Entertainment Stages shall not begin before 9:00 A.M. and shall be completed by no later than 10:00 P.M., except that on Memorial Day, Independence Day, and Labor Day (and their associated weekends) performances shall be completed by 11:00 P.M.

3. Outdoor Markets: Outdoor Markets shall be permitted to be operated for no more than 96 hours in a row and shall be permitted to be operational only between 9:00 A.M. and 10:00 P.M. Permanently located restaurants and other food service providers shall be exempt from this provision.

4. Food Trucks:



a. Power Source: Food Trucks shall be powered using a permanent electric source provided within the Zoning District. Outdoor generators shall not be permitted to be used to power Food Trucks.

b. Signs: Signage shall be permitted on the exteriors of Food Trucks without a permit being necessary if (a) it is painted on or permanently affixed to the Food Truck, (b) it consists of a menu or advertisement meant to provide information to on-site customers, or (c) is of a an “A frame” or sandwich board type. In addition, other signage parameters and requirements for Food Trucks may be approved as part of a master sign plan.

c. Trash Receptacles: At least one trash can/receptacle shall be provided near each food truck in a location that is not visible from adjacent public streets. No liquid waste or grease shall be disposed into sanitary sewers or storm drains.

E. Lot Requirements:

1. Lots/Parcels: Multiple buildings and structures containing any mixture of permitted uses in this subarea may be located on a single lot or parcel, provided that the buildings and structures are under common ownership.

2. Dimensions: There shall be a minimum parcel width or depth requirements in this subarea. of 15 feet.

3. Street Frontage: At least one parcel in this subarea shall be required to have frontage on the east-west public street that is planned to be constructed in Subarea 2 and/or Subarea 4 and which will connect to New Albany-Condit Road. Other parcels in this subarea which do not have frontage on that street shall be permitted only if an easement agreement is recorded which provides the parcel with perpetual rights of access to and from the public street and public alley system within this Zoning District and that allows for direct or indirect vehicular and pedestrian access to Central College Road and/or New Albany-Condit Road. Such an easement agreement shall be required to be recorded with the Office of the Recorder of Franklin County, Ohio. A parcel within this subarea that is dedicated to the City as parkland may have its street frontage on New Albany-Condit Road even if vehicular access to and from the park is not provided from that street.

4. Lot Coverage. The maximum lot coverage across the subarea shall be 35% in the aggregate for this subarea. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage

within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

F. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum pavement and building setback of 70 feet from the centerline of New Albany-Condit Road.

2. Stream Corridor Protection Zone: A “Stream Corridor Protection Zone” shall be provided along Sugar Run Creek for a minimum width of 100 feet, provided that a minimum of 25 feet shall be provided to each side of the centerline of the creek. The amount of the Stream Corridor Protection Zone that is located on either side of the creek may vary, provided that the foregoing minimums are met. Within the Stream Corridor Protection Zone, buildings and structures shall be prohibited. Pavement shall be prohibited within the Stream Corridor Protection Zone except for leisure paths. Benches, trash receptacles, and pet waste stations shall be permitted within the Stream Corridor Protection Zone in locations which are approved as part of a final development plan. At the time of final development plan review for Subarea 3, the applicant shall provide a detailed plan concerning the locations of grassed lawns within the Stream Corridor Protection Zone which will be mowed and the general frequency proposed for such mowing, it being the intent that mowing will be minimized and natural growth of grass and native plant species shall be prioritized.

3. Perimeter Boundaries: There shall be a zero minimum pavement and minimum building setback from all perimeter boundary lines of this subarea which are located outside of the Stream Corridor Protection Zone and which are not contiguous with a public right-of-way.

4. Interior Parcel Lines: There shall be a zero pavement and building setback from all interior parcel lines within this subarea, provided that all applicable building code requirements are met.

G. Access: Vehicular access to and from Subarea 3 shall be provided from an east-west public street which will be provided along or near the shared boundary line between Subarea 2 and Subarea 4, as well as an east-west public street which will be provided along or near the shared boundary lines between Subarea 3 and Subareas 1 and 2.

H. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road. It also shall include locations for public and private sidewalks.

The landscaping plan for the Trailhead Park may be submitted for review and approval separately from the landscaping plan for the balance of this subarea.

**VI. SUBAREA 4:** The provisions of this Section VI shall apply to Subarea 4.

**A. Permitted Uses:** Permitted uses in this subarea shall be as follows:

1. Single-family attached residences in buildings containing at least two and no more than five dwelling units within a building. Units may be owner-occupied or for rent.

2. One model home or leasing office shall be permitted in this subarea subject to the review and approval of the Planning Commission in accordance with Section 1133.04(d) of the Codified Ordinances of the City of New Albany. Notwithstanding anything to the contrary in the City's Codified Ordinances, upon approval of a final plat by the City the developer may commence construction of the building containing the model home or leasing office. Construction of the model home may occur in advance of, or in conjunction with, installation of public infrastructure for the subdivision. No occupancy or use of the model home shall be permitted until all relevant public infrastructure improvements serving the home are acted by the City.

3. Home occupations, subject to the regulations of Codified Ordinances Section 1165.09.

**B. Number and Types of Units:** There shall be a maximum of 25 dwelling units in this subarea.

**C. Lot Requirements:**

1. Individual Lots: Each dwelling unit that is owner-occupied shall be located on its own parcel.

2. Dimensions: For owner-occupied units, there shall be a minimum parcel width of 25 feet at the building line and a minimum parcel depth of 45 feet. For buildings containing rental units, there shall be a minimum parcel width at the building line of 100 feet and a minimum parcel depth of 45 feet.

3. Street Frontage: All parcels shall have access to a public alley which connects to a public street.

4. Lot Coverage. The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this

subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

D. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum building setback of 70 feet from the centerline of State Route 605/New Albany-Condit Road as it exists on the date that this text becomes legally effective.

2. New Public Street: There shall be a minimum building setback of 10 feet from the right-of-way of the new public street that is to be constructed along or near the northern boundary line of this subarea.

3. Other Perimeter Boundaries: From perimeter boundary lines of this subarea which are not adjacent to a public right-of-way, the minimum building setback shall be 10 feet.

4. Front Yards: Except as otherwise required in the preceding subsections of this text, the minimum front yard setback shall be 5 feet from the edge of public alley pavement for each dwelling unit.

5. Side Yards: There shall be a zero-setback requirement between attached units and their shared lot lines, where applicable. End units on buildings shall be located no less than 5 feet from the side parcel line.

6. Rear Yards: The minimum rear yard setback for each dwelling unit shall be 5 feet.

7. Encroachments – Front and Rear Yards: Stoops, steps, and covered porches shall be permitted to encroach a maximum of 4 feet within the minimum front yard setback. They shall not be permitted to encroach within easements. Decks, patios, and screened porches may encroach a maximum of 4 feet into the minimum rear yard setback.

E. Access and Parking:

1. Vehicular Access: A public street generally running east-west will be provided within or along the northern boundary of Subarea 4 and will have a full movement access point at New Albany-Condit Road. Vehicular access to and from Subarea 4 shall be provided using this new public street. This street shall have a minimum right-of-way width of 60 feet and a pavement width of 24 feet, measured from face-of-curb to face-of-curb. A public alley shall extend into the subarea from the east-west public street and shall have a pavement width of 24 feet, measured from face-of-curb to face-of-curb.

2. Off-Street Parking: All homes shall have a minimum one car garage and shall be required to have a minimum of one off-street parking spaces on their driveways.

3. On-Street Parking: On-street parking shall be permitted on public streets within this Zoning District in accordance with the City's Codified Ordinances.

4. Public Sidewalks: A public sidewalk shall be located within the right-of-way on both sides of public streets. Sidewalks shall be minimum 5 feet in width and shall be constructed of concrete.

F. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances, except that along New Albany-Condit Road trees may be grouped, provided the quantity is equivalent to the Code-required number of trees. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the city landscape architect. 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. Trees shall not obstruct sight distance or signage. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road.

G. Porches: Front porches are encouraged on all homes. Screened porches are permitted on the rears of homes but shall not be permitted on the front or side. Detailing shall be traditional wood in appearance with a break in screening at rail height. All screened porch trim shall be painted or stained. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.

H. Garages:

1. Garages shall be attached and may front on a public alley. Each home shall provide a 1-car garage.

2. Individual bay doors or double wide garage doors that have the appearance of individual bay doors when closed shall be required. Notwithstanding the foregoing, individual bay doors shall be required on all garages which face the public street along the northern boundary of this subarea or New Albany-Condit Road. All garage doors shall contain decorative features and shall be of a color and style that is consistent with

architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door. Garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home. All garage doors shall be solid paneled but may have windows provided that the interior of the garage cannot be viewed at a height of 6 feet when standing in the middle of the public street found in front of the garage. No glazing shall be permitted on garage doors unless they are consistent with the architectural theme.

3. Garage doors (Pedestrian): All pedestrian garage doors shall be solid paneled.

I. Miscellaneous Standards:

1. Graphics and Signage Commitments: This subarea shall utilize standard City of New Albany street regulatory signage. Entry feature signage at the public street entry into Subarea 4 shall be permitted with a design that is approved by the Planning Commission as part of a final development plan for this subarea. Other signage may be used subject to approval by the Planning Commission.

2. Swimming Pools/Spas: Swimming pools shall be prohibited in this subarea. Spas shall be permitted in the rear yard but must be completely screened from adjoining properties. Spas shall be flush with the top of surrounding paving or similar surfaces. Spas that are completely or partially flush with the top of surrounding paving or similar surfaces shall be enclosed by a wall or fence constructed so as to prevent uncontrolled access. Such wall or fence shall be of such design and construction as to effectively prevent a child from crawling or otherwise passing through or under such fence or barrier. Such wall or fence shall not be less than forty-eight (48) inches in height, maintained in good condition by the property owner, and affixed with an operable gate and lock.

3. Storage:

a. Storage Sheds: Storage sheds shall be prohibited.

b. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, or adjacent lots or developments.

c. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

4. Mailboxes: Due to recently enacted federal postal rules and regulations, individual mailboxes are no longer permitted to be located to the front of each home. Instead, cluster mailbox units shall be utilized at a single location. This location and the

design of the cluster mailbox units shall be reviewed and approved as part of a final development plan for this subarea.

5. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas that meet the requirements of Codified Ordinances Section 1171.05.

**VII. SUBAREA 5:** The provisions of this Section VII shall apply to Subarea 5.

A. Permitted Uses: Permitted uses in this subarea include the following:

1. Senior Living Uses: “Senior Living Uses” shall be defined to mean the development and operation of Assisted Living Facilities, Memory Care Facilities and Skilled Nursing Facilities, either individually or in some combination thereof, as well as any Independent Living Facility that is a component of a senior living community that includes an Assisted Living Facility. For purposes of this text, certain terms shall have the meanings provided below:

a. “Assisted Living Facilities” shall be defined to mean “facilities providing living accommodations for senior citizens, the elderly, and/or individuals with disabilities residing in individual units within a building that includes multiple living units and also provides assistance from on-site staff with respect to some activities of daily living such as, but not limited to, hygiene, dressing, provision of meals, dispensing and administration of medication, and mobility assistance.” Individual living units in such facilities may provide a living room, a kitchen, and one or more studio or self-contained bedrooms. These facilities may provide for common dining areas and meal preparation by on-site staff.

b. “Memory Care Facilities” shall be defined to mean “facilities providing for care of individuals living on-site who suffer from dementia or similar memory impairment conditions.” These facilities may include on-site nursing staff, physicians and caregivers. These types of facilities may have special security measures in place for the protection and safety of residents. Memory Care Facilities will have some elements which are similar to Assisted Living Facilities but are distinguished from them based on the nature of residents’ health and the elevated level of care that is necessary to be provided.

c. “Skilled Nursing Facilities” shall be defined to mean “facilities in a more institutional setting than Assisted Living or Independent Living Facilities, which require government-issued licenses in order to operate, and that customarily provide high and skilled levels of care due to residents’ complex medical problems, restrictions on mobility, and infirmities.” In these facilities, many residents

generally require assistance with movement from one place to another, bathing, and other basic activities of daily living.

d. “Independent Living Facilities” shall be defined to mean “attached or detached residential units for senior residents aged 55 and over who largely have the ability to take care of their own basic needs.” These facilities have residents who are generally more active than in other senior living environments.

2. Senior Living Supporting Uses: Any uses ancillary to the operation of any Senior Living Use (“Senior Living Supporting Uses”) shall be permitted in association with the operation of a permitted Senior Living Use, provided that such uses are intended primarily for usage by residents and their families and guests and shall not be marketed (but will be open) to the general public. Examples of Senior Living Supporting Uses include, but are not limited to:

- a. Retail stores primarily engaged in selling merchandise for personal or household consumption;
- b. Cafes and restaurants with no drive-throughs;
- c. Coffee shops;
- d. Beauty salons, barber shops, nail salons, and spas;
- e. Pools
- f. Theaters;
- g. Fitness centers;
- h. Gymnasiums;
- i. Areas of worship; and
- j. Medical service facilities.

3. Offices: Administrative, business, professional, and medical offices as provided in Codified Ordinances Section 1143.02(a), (b), and (c); and

B. Conditional Uses: Daycares and preschools shall be conditional uses in this subarea, provided that the conditional uses comply with and are reviewed in accordance with Chapter 1115 of the Codified Ordinances:

C. Site Design Intent: The preliminary development plan for this subarea is intended to illustrate one site plan that conforms to the requirements of this zoning text. The final development plan for this subarea may differ from the preliminary development plan. Such differences shall be deemed to be permissible provided that the final development plan meets the requirements of this zoning text, subject to any variances that are approved by the Planning Commission as part of a final development plan.

D. Lot and Setback Commitments:



1. Lot Coverage: The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

2. Setbacks:

a. New Albany-Condit Road: There shall be a minimum pavement setback of zero feet, a minimum primary building setback of 25 feet, and a minimum ancillary structure setback of 10 feet from the right-of-way of State Route 605/New Albany-Condit Road.

b. Western Perimeter Boundary: There shall be a minimum pavement setback of 10 feet and a minimum building setback of 20 feet from the western perimeter boundary of this subarea.

c. Northern Perimeter Boundary: There shall be a zero minimum pavement and building setback from the northern perimeter boundary of this subarea.

d. Southern Perimeter Boundary: As later contemplated herein, a public street will be constructed running east-west and generally parallel to the southern boundary line of this subarea. No buildings or pavement shall be permitted to be located between this new street and the southern boundary line of this subarea. There shall be a minimum pavement setback of zero feet and a minimum building setback of 10 feet from this street.

f. Interior Parcel Lines: There shall be a zero minimum setback required for buildings and pavement from interior parcel lines within this subarea.

E. Access: Vehicular access to and from Subarea 5 shall be provided from one full movement access point on New Albany-Condit Road which shall generally align with the existing access point for the public street known as Snider Loop which is located on the east side of New Albany-Condit Road. The final design and geometry of the new full movement vehicular access

point shall be subject to City staff review and approval in order to ensure that proper turn movement are achieved. A new public street will be constructed running east-west along the southern boundary of this subarea. It shall be constructed so that it is open for use prior to the issuance of the first temporary or permanent certificate of occupancy that is issued for a building in this subarea. The new public street shall have a minimum of 60 feet of right-of-way and a minimum of 24 feet of pavement measured face-of-curb to face-of-curb. It will be stubbed to the western boundary line of this subarea. A public sidewalk shall be provided along the north side of the new public street. This sidewalk shall be 5 feet in width and shall be constructed of concrete. If and when the street, as described in this section, is extended to New Albany Road East, a 5-foot public sidewalk or 8-foot-wide leisure trail must be installed along the south side of the street by NoNA developer or property owner of subarea 5

**VIII. SUBAREA 6:** The provisions of this Section VIII shall apply to Subarea 6.

A. Permitted Uses: Permitted uses in this zoning district shall be as follows:

1. Single-family attached residences within buildings containing at least two and no more than five dwelling units within a building. Units may be owner-occupied or for rent.
2. Single-family detached residences on reduced lots.
3. One model home per residential product type permitted in this subarea or leasing office shall be permitted in this subarea subject to the review and approval of the Planning Commission in accordance with Section 1133.04(d) of the Codified Ordinances of the City of New Albany. Notwithstanding anything to the contrary in the City's Codified Ordinances, upon approval of a final plat by the City the developer may commence construction of building containing the model home or leasing office. Construction of the model home may occur in advance of, or in conjunction with, installation of public infrastructure for the subdivision. No occupancy or use of the model home shall be permitted until all relevant public infrastructure improvements serving the home are acted by the City.
4. Home occupations, subject to the regulations of Codified Ordinances Section 1165.09.

B. Number of Units: There shall be a maximum of 35 dwelling units in this subarea.

C. Lot Requirements:

1. Individual Lots: Each dwelling unit that is owner-occupied shall be located on its own parcel. An individual building shall contain only owner-occupied dwelling units or rental units, but not both.

2. Dimensions: There shall be a minimum parcel width of 18 feet at the building line. Each parcel shall have a minimum depth of 40 feet.

3. Primary Street Frontage: No homes shall be permitted to back onto New Albany-Condit Road or Central College Road. Homes shall be served by a public alley system for vehicular traffic that provides access to the garage in the rear of a home.

4. Lot Coverage. The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

D. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum building setback of 70 feet from the centerline of State Route 605/New Albany-Condit Road as it exists on the date that this text becomes legally effective.

2. Central College Road: There shall be a minimum building setback of 70 feet from the centerline of Central College Road as it exists on the date that this text becomes legally effective.

3. Eastern Perimeter Boundary: There shall be a minimum building setback of 10 feet from the eastern perimeter boundary line of this subarea.

4. Side Yards: There shall be a zero-setback requirement between attached units and their shared lot lines, where applicable. End units on buildings shall be located no less than 5 feet from the side parcel line.

5. Rear Yards: The minimum rear yard setback for each dwelling unit shall be 18 feet to the edge of alley pavement.

6. Stream Corridor Protection Zone: A “Stream Corridor Protection Zone” shall be provided along Sugar Run Creek for a minimum width of 100 feet, provided that a minimum of 25 feet shall be provided to each side of the centerline of the creek. The amount of the Stream Corridor Protection Zone that is located on either side of the creek may vary, provided that the foregoing minimums are met. Within the Stream Corridor Protection Zone, buildings and structures shall be prohibited. Pavement shall be prohibited

within the Stream Corridor Protection Zone except for leisure paths. Benches, trash receptables, and pet waste stations shall be permitted within the Stream Corridor Protection Zone in locations which are approved as part of a final development plan. At the time of final development plan review for Subarea 6, the applicant shall provide a detailed plan concerning the locations of grassed lawns within the Stream Corridor Protection Zone which will be mowed and the general frequency proposed for such mowing, it being the intent that mowing will be minimized and natural growth of grass and native plant species shall be prioritized.

E. Access and Parking:

1. Vehicular Access: Vehicular access to and from Subarea 6 shall be provided using a public alley system with full turn movement access to and from New Albany-Condit Road. The access point at New Albany-Condit Road shall align with the proposed new public street that is planned in this Zoning District extending from the west side of New Albany-Condit Road. No vehicular access to and from Subarea 6 shall be provided along Central College Road. Public alleys shall have a minimum pavement width of 18 feet and a minimum right-of-way of 20 feet.

2. Off-Street Parking: All homes shall have a minimum one-car garage.

3. On-Street Parking: On-street parking shall be permitted on public streets within this zoning district in accordance with the City's Codified Ordinances.

4. Public Sidewalks: A public sidewalk shall be located on both sides of alleys. Sidewalks shall be minimum 5 feet in width and shall be constructed of concrete.

F. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances, except that along New Albany-Condit Road trees may be grouped, provided the quantity is equivalent to the Cde-required number of trees. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the city landscape architect. 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. 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.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road. In addition, it shall provide for a mound to be located near the eastern boundary of Subarea 6 which is shared with Franklin County Parcel Number 222-003916. Such mound shall be a minimum of 4 feet in height and shall include evergreen and deciduous trees and shrub plantings to provide additional screening and buffering. The slope of the mound shall be determined as part of the review and approval of the final development plan.

G. Porches: Front porches are encouraged on all homes. Screened porches are permitted on the rears of homes but shall not be permitted on the front or side. Detailing shall be traditional wood in appearance with a break in screening at rail height. All screened porch trim shall be painted or stained. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.

H. Garages:

1. Garages shall be attached and may front on a public alley. Each home shall provide a minimum 1-car garage.

2. Garage doors (Vehicular): Individual bay doors or double wide garage doors that have the appearance of individual bay doors when closed shall be required. Notwithstanding the foregoing, individual bay doors shall be required on all garages which face the public street along the northern boundary of this subarea or New Albany-Condit Road. All garage doors shall contain decorative features and shall be of a color and style that is consistent with architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door. Garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home. All garage doors shall be solid paneled but may have windows provided that the interior of the garage cannot be viewed at a height of 6 feet when standing in the middle of the public street found in front of the garage. No glazing shall be permitted on garage doors unless they are consistent with the architectural theme.

3. Garage doors (Pedestrian): All pedestrian garage doors shall be solid paneled.

I. Miscellaneous Standards:

1. Swimming Pools/Spas: Swimming pools shall be prohibited in this subarea. Spas shall be permitted in the rear yard but must be completely screened from adjoining properties. Spas shall be flush with the top of surrounding paving or similar surfaces.

2. Storage:

- a. Storage Sheds: Storage sheds shall be prohibited.
- b. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, or adjacent lots or developments.
- c. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

3. Mailboxes: Due to recently enacted federal postal rules and regulations, individual mailboxes are no longer permitted to be located to the front of each home. Instead, cluster mailbox units shall be utilized at a single location. This location and the design of the cluster mailbox units shall be reviewed and approved as part of a final development plan for this subarea.

4. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas.

**IX. GENERALLY APPLICABLE STANDARDS AND PROCEDURES**: The provisions of this Section IX shall apply to the entirety of the Zoning District unless otherwise expressly noted.

A. Parkland and Open Space: Parkland shall be dedicated to the City and maintained privately in perpetuity as determined at FDP from Subarea 3 and from Subarea 6 as generally shown in the preliminary development plan and with final dimensions and configurations which are approved as part of one or more final development plans. The intent of the dedicated parkland is to provide an amenity not only for the residents of the Zoning District but also for the New Albany community as a whole. The applicant will construct a trail and path system within the parkland that can be connected to other properties in the nearby vicinity and will provide valuable additions to the existing pedestrian trail network. The Sugar Run Creek will be enhanced and cleaned to improve its health and sustainability and provide a defining feature for this Zoning District. Where plantings are made within or near the creek, native plant species shall be used. Details of these enhancements and cleaning shall be presented for review as part of a final development plan for each of Subarea 3 and Subarea 6. Other open space areas shall be specifically defined and approved with each final development plan for this Zoning District.

Based on the nature of the proposed uses in this Zoning District and the nature of this development being a “hamlet”, the calculations as provided in the Codified Ordinances yield a result that makes it impossible to physically locate all of the required parkland and open space within the boundaries of this Zoning District. In addition, payment of a fee in lieu of the shortages in parkland or open space in accordance with the requirements and procedures of the Codified Ordinances will be cost prohibitive to the project. Therefore, the parkland and open space that is being shown in the preliminary development plan and which is later approved as part of one or

more final development plans shall be deemed to satisfy parkland and open space requirements for this Zoning District.

B. Traffic Study: A traffic study has been filed along with the rezoning application for this Zoning District. Improvements to the interior and adjacent public street network shall be provided by the developer(s) of this Zoning District as required (and with timing recommended) by a traffic study which has been approved by the City Traffic Engineer.

C. Leisure Trails: An asphalt leisure trail that is 8 feet in width shall be constructed along the Zoning District's frontages on Central College Road and the west side of New Albany-Condit Road in locations which are reviewed and approved as part of a final development plan. The locations and specifications for additional leisure trails shall be reviewed and approved as part of relevant final development plans.

D. Sizes of Plantings: Except as otherwise provided in other sections of this text, the minimum landscaping size at installation shall be 3 inches in caliper for deciduous trees and 6 feet high for evergreen trees.

E. Reciprocal Easements: A declaration of reciprocal easements or a reciprocal easement agreement shall be recorded against the real property within this Zoning District prior to the issuance of the first building permit in order to provide for perpetual vehicular and pedestrian cross access, cross utility, cross parking, and other easements which are necessary or desirable for the efficient development of the Zoning District. Maintenance of private drives and private sidewalks internal to this Zoning District shall be the responsibility of a forced and funded property owners' association which is created for this purpose or by individual property owners. A copy of the relevant recorded instrument as contemplated by this paragraph shall be submitted to the City along with the first application for a building permit in this Zoning District.

F. Dedications of Rights-of-Way:

1. State Route 605/New Albany-Condit Road ROW: Prior to the issuance of the first building permit for any structure to be built in this Zoning District, the relevant property owners shall dedicate right-of-way to the City for a distance that extends 40 feet from the centerline of State Route 605/New Albany-Condit Road. Additional right-of-way shall be dedicated to City if determined to be necessary by the City's traffic engineer to provide for intersection improvements based their review of a traffic impact study to be completed by the property owner/developer as part of the City's traffic engineer's review and approval of the property owner/developer's final development plan application for the Project.

2. Central College Road: Prior to the issuance of the first building permit for any structure to be built in this Zoning District, relevant property owners shall dedicate right-of-way to the City for a distance that extends 50 feet from the centerline of Central College Road.

3. Subarea 4 and 6: The streets and alleys contemplated on the preliminary development plan within subareas 4 and 6 shall be publicly dedicated. Right-of-way and easements shall be determined as part of the review and approval of the first final development plan for each subarea.

G. Phasing of Improvements: The phasing of the development of this Zoning District is dependent upon market conditions. Each phase shall include an appropriate share of the proposed streets and circulation system, landscaping and outdoor spaces, screening and other site and architectural amenities of the entire project. The extent of these improvements shall be determined for each phase of a specific project at the time of the project's final development plan approval, and will not necessarily be based solely upon a proportional or equal share of the entire site. Requirements for a phased project may include off-site improvements.

H. Utilities: All new utilities shall be installed underground.

I. Lighting: Lighting shall be provided in accordance with the requirements of the Codified Ordinances except as otherwise provided in this subsection or as otherwise approved as part of a final development plan.

1. Parking Lot Lighting: All parking lot lighting shall utilize cut-off type fixtures and shall be 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 lighting shall be of the same light source type and style. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 30 feet in height.

2. Prohibited Lighting. No permanent colored lights or neon lights shall be used on the exterior of any building. The prohibitions in this subsection shall not apply to Subarea 3.

3. Street Lights. Street lighting shall be provided at intersections between public alleys or public streets internal to this Zoning District and Central College Road and New Albany-Condit Road. Street lighting also shall be provided within the Zoning District where public streets intersect or and at other intersections of or with public alleys. Street lighting shall meet the City Standards and Specifications.

J. Service Areas and Dumpsters All loading areas, service areas and dumpsters shall be fully screened from all public streets and from adjacent properties located outside of this Zoning District at ground level with walls, fencing, landscaping, or some combination thereof. Walls shall be of the same materials used on nearby building walls and shall be complemented with landscaping. Exterior storage of materials, supplies, equipment, or products is prohibited.



K. Internal Buffering Exemption. The screening requirements of Codified Ordinances Section 1171.05 shall not apply to interior parcel or subarea boundaries in this Zoning District.

L. Graphics and Signage: Based on the various uses contained within the “hamlet” that is being created by and through this Zoning District, signage needs are unique and require flexibility, not in an effort to deviate from the community standard but instead to properly and adequately identify uses, users, and tenants, and to promote efficient wayfinding. A master sign plan shall be filed as part of the first final development plan for review and approval by the Planning Commission. In the event of a conflict between an approved master sign plan and a relevant provision of the Codified Ordinances, the approved master sign plan shall govern. Where any signage standard is not addressed in an approved master sign plan, the relevant provisions of the Codified Ordinances shall govern. For Subarea 3, it is the intent to encourage unique and creative signage in terms of their design, numbers, and placement, and therefore the master sign plan for Subarea 3 shall be reviewed accordingly.

M. Lighting.

1. Ground-Mounted Lighting. Landscape uplighting from a concealed source shall be permitted, provided that the total number of lumens consisting of uplighting will be limited to 2% of the total number of exterior fixture lumens emitted above 90 degrees or higher from nadir unless captured and shielded by a building or other permanent element.

2. Security Lighting: Security lighting, when used, shall be of a motion-sensor type.

3. Consistent Appearance: Exterior lighting fixtures shall be similar in appearance throughout each subarea. All exterior lighting mounted to a building shall be located on the first floor only.

4. Other Requirements: All other lighting on the site shall be in accordance with the City’s Codified Ordinances.

N. Appeals and Waivers.

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 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.

2. Waivers. Deviations from development standards in this text or in the Codified Ordinances are subject to the waiver process. A waiver to the standards may be approved by the Planning Commission (PC) upon the request of an applicant as part of a final development plan application. In considering a request for a waiver, the PC shall conduct a public meeting in conjunction with the requested application.

a. Application for Waiver. An applicant desiring to have a requirement of this zoning waived must apply to the PC for the waiver through city staff in conjunction with a final development plan application that will be reviewed by the Planning Commission. The applicant must indicate the nature of the waiver sought and provide a statement explaining why the waiver should be granted. Any drawings or other materials needed to support the application, as determined by city staff, shall be submitted with the waiver request.

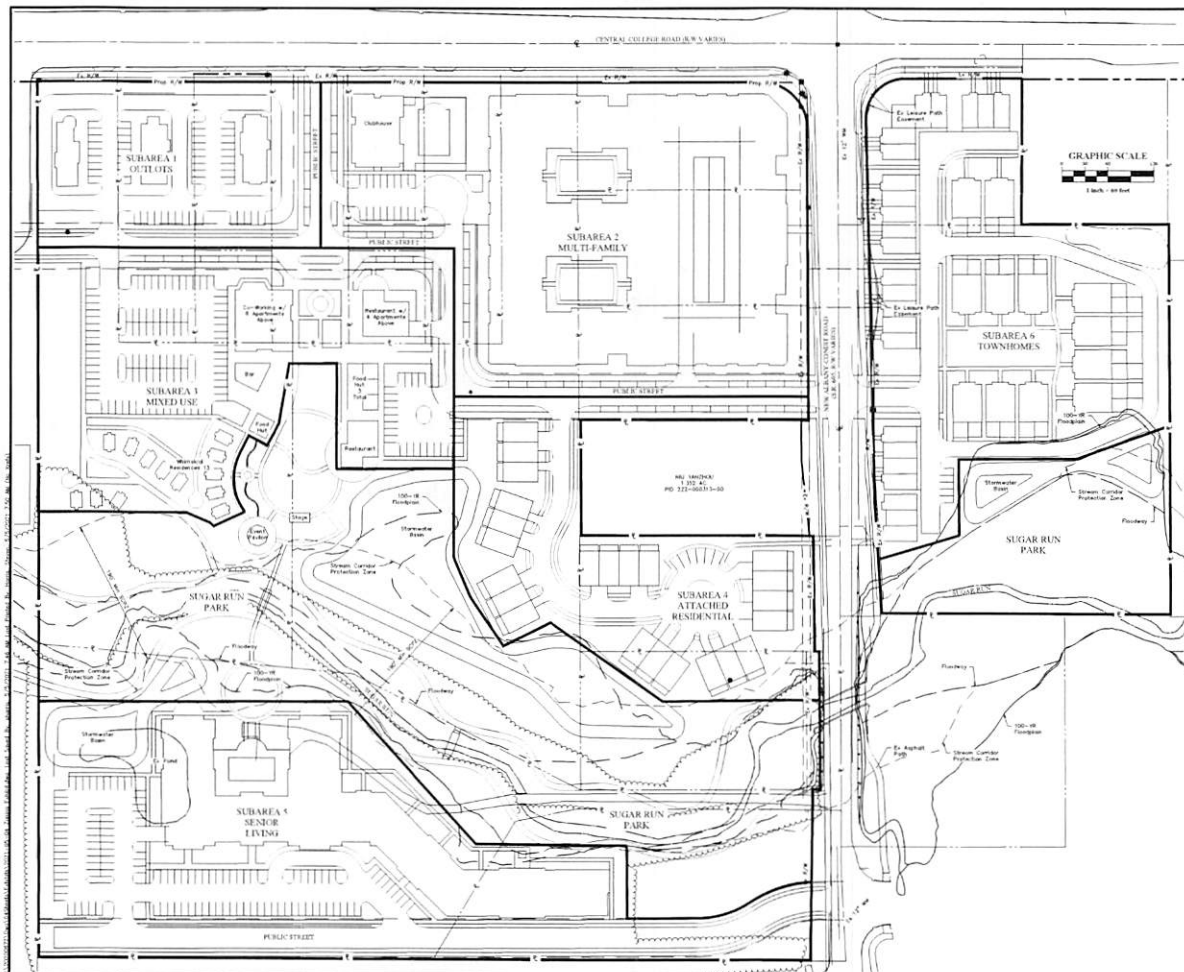
b. Action by the Planning Commission. Along with its decision to approve, approve with conditions, or disapprove a final development plan application, Within the PC shall either approve, approve with supplementary conditions, or disapprove the request for a waiver. The PC shall only approve a waiver or approve a waiver with supplementary conditions if the PC finds that the waiver, if granted, would:

i. Provide an appropriate design or pattern of development considering the context in which the development is proposed and the purpose of the particular standard. In evaluating the context as it is used in the criteria, the PC may consider the relationship of the proposed development with adjacent structures, the immediate neighborhood setting, or a broader vicinity to determine if the waiver is warranted;

ii. Substantially meet the intent of the standard that the applicant is attempting to seek a waiver from, and fit within the goals of the preamble of this zoning text and the City's Strategic Plan;

iii. Be necessary for reasons of fairness due to unusual site or building specific constraints; and

iv. Not detrimentally affect the public health, safety or general welfare.



#### DISTRICT PROGRAM

RESIDENTIAL (APPROX.)	280,000
COMMERCIAL (APPROX.)	25,000
OFFICE (APPROX.)	15,000
RETAIL (APPROX.)	10,000
TRAVELING (APPROX.)	10,000
RECREATION (APPROX.)	10,000
TRAVELING (APPROX.)	10,000
RECREATION (APPROX.)	10,000

Not including the site's own improvement.

#### DEVELOPMENT SUMMARY

Subarea	Area	Units	Density
1	1.8	NA	NA
2	1.2	280	14
3	3.5	15	7
4	2.8	14	4
5	5.1	125	25
6	3.7	35	10
Park	6.5		
Total	35.6	490	14

Permit # \_\_\_\_\_  
Board \_\_\_\_\_  
Mtg. Date \_\_\_\_\_



### Community Development Planning Application

Project Information	Site Address <u>6945 Central College Road and others</u>			
	Parcel Numbers <u>See accompanying list</u>			
	Acres <u>30.33 ±</u> # of lots created _____			
Choose Application Type	Circle all Details that Apply			
	<input type="checkbox"/> Appeal			
	<input type="checkbox"/> Certificate of Appropriateness			
	<input type="checkbox"/> Conditional Use			
	<input checked="" type="checkbox"/> Development Plan	<u>Preliminary</u>	Final	Comprehensive
	<input type="checkbox"/> Plat	<u>Preliminary</u>	Final	Amendment
	<input type="checkbox"/> Lot Changes	Combination	Split	Adjustment
	<input type="checkbox"/> Minor Commercial Subdivision			
	<input type="checkbox"/> Vacation	Easement		Street
	<input type="checkbox"/> Variance			
	<input type="checkbox"/> Extension Request			
	<input checked="" type="checkbox"/> Zoning	<u>Amendment (rezoning)</u>		Text Modification
Description of Request: <u>Rezoning and preliminary development plan review of a mixed use "hamlet" development in accordance with the City's updated Strategic Plan.</u>				
Contacts	Property Owner's Name: <u>SNAI LLC and others (see accompanying list)</u>			
	Address: <u>c/o NoNA Master Development LLC, Attn: Yaromir Steiner and Bryan Stone</u>			
	City, State, Zip: <u>4016 Townsfair Way, Suite 201, Columbus, OH 43219</u>			
	Phone number: <u>(216) 831-4710</u> Fax: _____			
	Email: <u>bryan@axiomdev.com</u>			
Applicant's Name:	<u>NoNA Master Development LLC</u>			
	Address: <u>Same as above</u>			
	City, State, Zip: _____			
	Phone number: _____ Fax: _____			
	Email: _____			
Signature	Site visits to the property by City of New Albany representatives are essential to process this application. The Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, employees and appointed and elected officials to visit, photograph and post a notice on the property described in this application. I certify that the information here within and attached to this application is true, correct and complete.			
	Signature of Owner <u>By: Aaron L. Underhill</u> Date: <u>4/20/21</u>			
	Signature of Applicant <u>By: Aaron L. Underhill</u> Date: <u>4/20/21</u>			
	<u>Aaron L. Underhill, II</u> <u>Attorney for owner(s) and applicant</u>			

**NoNA Zoning District**  
**Property Owners and Parcel Numbers**

**SNAI LLC**

Attn: Yaromir Steiner and Bryan Stone  
4016 Townsfair Way, Suite 201  
Columbus, Ohio 43219  
Parcel Numbers: 222-000675, 222-000685, and 222-000686

**The New Albany Company**

Attn: Thomas Rubey  
8000 Walton Parkway, Suite 120  
New Albany, Ohio 43054  
Parcel Numbers: 222-000664, 222-000671, 222-000672, 222-000654, 222-000669, 222-000549,  
222-000668, 222-001167, 222-000688, 222-000375, 222-000314, and 222-000673

**Ralph W. Fallon, Trustee**

7555 Zarley Street  
New Albany, Ohio 43054  
Parcel Numbers: 222-000676 and 222-000678

**Kevin L. Komraus**

6495 Central College Road  
New Albany, Ohio 43054  
Parcel Number: 222-000670

### **5.365 ACRES**

Situated in the State of Ohio, County of Franklin, City of New Albany, in Section 13, Quarter Township 2, Township 2, Range 16, United States Military Lands, being comprised of all of those tracts of land conveyed to The New Albany Company, LLC by deeds of record in Instrument Numbers 200012080249008 and 200106250142592 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of that 1.015 acre tract conveyed to Robert E. Verst Jr. and Roseanne I. Verst as Tract One by deed of record in Instrument Number 201310180176801, in the southerly right of way line of Central College Road;

Thence the following courses and distances:

South 03° 28' 05" West, a distance of 198.03 feet to a point;

South 86° 11' 45" East, a distance of 188.14 feet to a point;

South 03° 33' 26" West, a distance of 508.47 feet to a point;

North 86° 11' 45" West, a distance of 373.35 feet to a point;

North 00° 03' 12" West, a distance of 139.91 feet to a point;

North 03° 28' 05" East, a distance of 179.94 feet to a point;

North 01° 58' 54" East, a distance of 336.97 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of 90° 11' 37", a radius of 50.00 feet, an arc length of 78.71 feet, a chord bearing of North 48° 42' 36" East and chord distance of 70.83 feet to a point; and

South 86° 11' 45" East, a distance of 153.04 feet to the POINT OF BEGINNING, containing 5.365 acres of land, more or less.

## **25.168 ACRES**

Situated in the State of Ohio, County of Franklin, City of New Albany, in Section 13, Quarter Township 2, Township 2, Range 16, United States Military Lands, being comprised of all of that tract of land conveyed to Kevin L. Komraus by deeds of record in Instrument Numbers 200209110224893 and 200209110224894, all of that tract of land conveyed to Ralph W. Fallon, Trustee by deed of record in Instrument Number 201012150170151, all of those tracts of land conveyed to SNAI. LLC by deeds of record in Instrument Numbers 201909170120440, 201909170120483, and 202006100081519, and all of those tracts of land conveyed to The New Albany Company, LLC by deeds of record in Official Records 14952J07 and 21256E01, and Instrument Numbers 200107120159281, 200110250246605, 201603170031803, 199804160090632, 199811122089607, 200007270148835, 199804160090633, 199911100282665, 201604080042971 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of that 0.824 acre tract conveyed to New Albany TB, LLC by deed of record in Instrument Number 201310180176797, in the southerly right of way line of Central College Road;

Thence the following courses and distances:

South 86° 08' 42" East, a distance of 984.78 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of 15° 10' 39", a radius of 50.00 feet, an arc length of 13.24 feet, a chord bearing of South 41° 41' 11" East and chord distance of 13.21 feet to a point;

South 03° 27' 06" West, a distance of 430.75 feet to a point;

North 86° 08' 42" West, a distance of 290.00 feet to a point;

South 03° 27' 06" West, a distance of 150.00 feet to a point;

South 86° 08' 42" East, a distance of 300.00 feet to a point;

South 04° 26' 22" West, a distance of 552.82 feet to a point;

North 86° 29' 28" West, a distance of 241.57 feet to a point;

North 00° 51' 46" East, a distance of 5.40 feet to a point;

North 86° 20' 17" West, a distance of 757.51 feet to a point; and

North 03° 41' 21" East, a distance of 1141.40 feet to the POINT OF BEGINNING, containing 25.168 acres of land, more or less.





NoNA Master Development, LLC  
4016 Townsfair Way, Suite 201  
Columbus, Ohio 43219

April 20, 2021

The City of New Albany  
Community Development Planning  
99 West Main Street  
New Albany, Ohio 43054

RE: Fulfilling the Vision of Engage New Albany

City Staff & Leadership:

The City of New Albany has spent more than one year working with residents, stakeholders, and industry professionals to adopt the Engage New Albany 2030 Strategic Plan. The Engage New Albany 2030 process defined a specific vision for the City that stays true to the ideals that has made it one of the nation's premier suburban communities while proactively adapting to important regional trends.

Central to that vision is the idea that the City will benefit from a limited number of focused mixed-use development areas designed to serve select neighborhoods located outside the City's Village Center (*See Engage New Albany 2030, p. 75*). These "Hamlets" were originally introduced in the original 1997 Rocky Fork Blacklick Accord and are intended to provide a well-designed, amenity-rich anchor to surrounding neighborhoods and have been proposed in three locations throughout the City.

The North New Albany Zoning District (the "NoNA Zoning District") will be the first proposed Hamlet zoning district introduced as a result of the Strategic Plan's recommendations. The proposed NoNA Zoning District has been specifically tailored to meet the needs and vision of the City of New Albany as defined by its officials, stakeholders, and residents through the Engage New Albany 2030 resident survey. It is situated in the location called out by the Strategic Plan for a Hamlet district to anchor the "Northwest Focus Area", includes world-class design and planning, and houses a wide range of community-focused amenities. Notwithstanding, several inconsistencies between the City's existing zoning policy and Engage New Albany 2030's stated objectives would make the development of any proposed Hamlet project impossible. As a result, the City will need to relax several of these policies in order realize its stated vision.

### *Density Transfer Policy*

The City's unwritten "density transfer" policy is perhaps the best example of this problem. This custom has capped the permitted density of any development at one unit per acre where any of proposed dwelling units have not been age restricted through the use of zoning or a restrictive covenant. A would-be development can attempt to purchase "density credits" from a "density credit bank" if those credits are available. Alternatively, it requires a developer to purchase additional land within the school district and place a restrictive covenant limiting its residential density to 1 unit per gross acre.

Real-world application of the density transfer policy to the NoNA Zoning District demonstrates the problem. There are currently no density credits available for purchase in the City of New Albany. As a result, the developer of any Hamlet project would be required to assemble and purchase the requisite amount of property through an arms-length, market-rate sale, within the NAPLS district in order to offset the proposed number of residential units above the 1 unit per gross acre limit.

The NoNA Zoning District proposal includes 365 residences spread over 30.533 acres of property. In order to comply with the City's density transfer requirement, the development would be required to purchase 335 acres of property within the school district (i.e. 365 proposed residences, minus 30 permitted residences, equals 335 residences; thus requiring a 335 acre offset). This means that strict adherence to the "density transfer standard" would require the purchase of more land than is currently available within the school district. Indeed, it also means that if the required amount of property was to somehow become available for purchase and we were to assume a below market value of \$100,000 per acre, the developer would have to spend an additional \$35,000,000.

### *Open Space Requirements*

A similarly impractical result can be seen in strict adherence to the City's current parkland and open space requirements. The City's Code mandates a dedication of parkland in the amount of 2,400 square feet per dwelling unit and the provision of an additional 20% of the total site area as open space. Alternatively, the City of New Albany provides a "fee-in-lieu" system whereby a developer can pay a fee equal to the average value per acre of the total gross site in order to offset any shortfall in a proposed project's dedicated open space.

The 365 residences being proposed would necessitate 20.11 out of a total of 30.533 acres of the NoNA Zoning District being dedicated as parkland. Because an additional 20% of the zoning district would need to be set aside as open space, as much as 86% of the site (20.11 out of 30.533 acres) would also need to remain undeveloped. Although the fee-in-lieu system is available because that fee would cover such a large percentage of the zoning district, a would-be developer would need to pay for the same property twice (for an approximate total of \$5,600,000 of additional land costs) which would completely destroy the economic viability of any Hamlet project proposed for the site.

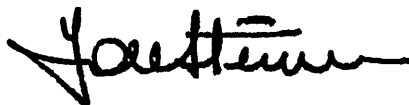
### *School Impact Analysis*

The City's density transfer standard and parkland dedication policies have largely been driven by the goal of protecting the finances and capacity of the New Albany Plain Local School District. However, the Hamlet concept formula and the NoNA Zoning District proposal turns these concerns on their heads.

The School Impact Analysis included in this application demonstrates that the NoNA Zoning District will yield a clear financial benefit for the schools. The development is projected to add approximately 25 new students to the NAPLSD for a total of approximately 59 students overall. These students will be spread over all 13 grades serviced by the NAPLSD. 25 additional students being spread over 13 grades will certainly consume some NAPLSD resources and capacity. However, it is very highly unlikely that any significant additional expenditures would be incurred or that new facilities, equipment, or personnel would be required and the revenue generated by the proposed project will create a windfall for the NAPLSD estimated at almost \$600,000 annually; well in excess of the cost educating these students.

If the City's hopes to remain consistent with the stated vision outlined by the Engage New Albany 2030 Strategic Plan, it will need to maintain principled flexibility in the way in which it views any proposed application. The City will need to give due consideration to the unique challenges brought by its density policy, parkland/open space requirements, and the design and planning criteria that have made it a gold-standard for community planning. The NoNA Zoning District must be reviewed on its own merits and free from policies that work well in traditional suburban communities but do not address the unique nature of this type of development. By recognizing that a Hamlet development requires the narrow application of new principles, the City and the applicant can work together to achieve the best result in accordance with the Strategic Plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yaromir Steiner', written over a horizontal line.

Yaromir Steiner  
*Chief Executive Officer*  
Steiner + Associates



The City of New Albany  
Community Development Planning  
99 West Main Street  
P.O. Box 188  
New Albany, Ohio 43054  
Phone: 614-939-2254

In association with the Community Development Planning Application, please find an anticipated timeline associated with the development of NoNA District located at 6945 Central College Road.

With the primary master planning element of the development being the preservation and enhancement of the Sugar Run Creek corridor, the creation of the new approximately 8.5 acre park will be the first site improvement that is undertaken. It is our intention to start site work late in Q1 of 2022. Once that public amenity has commenced construction, we will then transition to site grading, utility construction and the site work associated with the construction of the internal road network. It is anticipated that those site improvements could take up to 10 months to complete. Based on market conditions, construction of the vertical development within each of the sub areas will commence no sooner than the later of the approval an FDP for each subarea or four months after the start of underground utility construction.

Thanks.

Justin Leyda  
Chief Development Strategist



April 19, 2021

Mr. Steve Mayer  
City of New Albany  
Development Department  
99 West Main Street  
New Albany, OH 43054

**Subject: NoNA District – Environmental Compliance**

Dear Mr. Mayer,

This letter serves to inform the City of New Albany of environmental conditions associated with the NoNA District project, located south of Central College Road, east and west of New Albany-Condit Road, and north of Walton Parkway, in the City of New Albany, Franklin County, Ohio. The property is approximately 30 acres in size and consists of a number of existing residential estate lots.

The property was recently delineated for Waters of the U.S. by the Environmental Department of EMH&T. The delineation report is currently under review at the U.S. Army Corps of Engineers (USACE). Assuming the USACE agrees with the delineation and issues an Approved Jurisdictional Determination (AJD), the property will contain perennial Sugar Run, a small wetland on the south side of Sugar Run on the parcel east of New Albany-Condit Road, and a nonjurisdictional pond.

The development concept does not appear to encroach upon any of the jurisdictional features. As a result, environmental permits will not be required from the USACE or Ohio EPA.

If you have any questions regarding this information or require additional documentation, please do not hesitate to contact me at (614) 775-4515.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Robert F. Milligan  
Director of Environmental Services  
Principal

Cc: Brian Quackenbush, EMH&T



Engineers, Surveyors, Planners, Scientists

April 19, 2021

Mr. Justin Leyda  
SNAI, LLC  
4016 Townsfair Way  
Suite 201  
Columbus, Ohio 43219

Subject: NoNA District  
Utility and Stormwater Feasibility

Dear Justin,

As requested, I have prepared this letter to summarize utility availability and feasibility for the NoNA District development that is being proposed on a 30.6 acre site located at the intersection of Central College Road and New Albany-Condit Road in New Albany, Ohio. A 5.4 acre portion of the site is located at the southeast corner and the remaining 25.2 acres is located at the southwest corner of this intersection. The development will include commercial space, single-family and multi-family residential, and senior housing. The existing utilities are more than adequate to service the development, and a detailed summary of connection points and requirements are as follows:

#### **Sanitary Sewer**

There is an existing public 24-inch sanitary sewer constructed with RP-10226 that runs from West to East through the site and generally parallels Sugar Run. The sewer has a depth of approximately 20-25 feet and lies within a twenty foot (20') easement. The sewer is located north of Sugar Run west of New Albany-Condit-Road and south of Sugar Run east of New Albany-Condit Road. A 12-inch sewer constructed with CC-11734 is also located along the west property line that will service the area south of Sugar, and an 8-inch sewer constructed with CC-14436 is stubbed to the area north of Sugar Run on the east side of New Albany-Condit Road. In order to service the site, a new public main will be extended and a CC-Sanitary Sewer plan will be submitted to the City of New Albany and the City of Columbus for review and approval. The plan will also require approval by the Ohio EPA for a Permit to Install (PTI) prior to construction. Services will be extended from the main to service the various buildings and residential units.

#### **Water Service**

An existing 16-inch public water main running along the south side of Central College Road, and an existing 12-inch public water main running under the east side of New Albany-Condit Road will provide domestic water service to the site. There are fire hydrants on these lines that will provide some fire protection for the proposed buildings, but private fire hydrants will likely be required to provide coverage necessary to meet Plain Township Fire Department regulations. If public streets are proposed with this project, a new 8-inch public main will be extended within the right-of-way to service the site and connect to Central College and New Albany-Condit Road. A new pressure test will be performed in the area to confirm the pressure and flow as needed to determine design



constraints for the proposed services. A separate water meter and corresponding water service plan will be required for each individual tax parcel to be served. The water service plans will be reviewed and approved by the City of New Albany and the City of Columbus Division of Water, who will also approve any new public mains along with the Ohio EPA. In order to tap into the public mains, the owner will pay water and sanitary capacity fees to both New Albany and Columbus. Credits towards the capacity fees will be provided for any previously paid capacity fees for water services to the existing houses.

### **Stormwater**

The highest points of the site vary from 1020 at the west property line to 1028 at the east property line, and the entire site drains to Sugar Run, which has a normal water elevation flow line that varies from 1008 at the west property line to 1020 at the bridge under New Albany-Condit Road. A stormwater management system will be required that provides an adequate storage volume necessary to meet peak flow limitations set forth by the City of New Albany, and post construction water quality requirements within the Ohio EPA General Construction Permit. The volume will be provided by a variety of Best Management Practices such as a wet basin, permeable pavement, bio-retention or underground detention. All above grade storage basins will be required to meet City of New Albany requirements for aesthetics for items such as landscaping and a maximum 6:1 side slope.

### **Stream Corridor Protection Zone and Floodplain**

Sugar Run runs through from west to east through the property and is located with a FEMA Zone AE Floodplain and Floodway. The floodplain elevation varies from 1010 at the west property line to 1025 just east of New Albany Condit Road. Any development within the floodplain will require compliance with City of New Albany Chapter 1155 for Flood Damage Reduction and a Floodplain Development permit will be required. Site planning will also need to accommodate a Stream Corridor Protection Zone (SCPZ). The width of the SCPZ is based on the drainage area, and a formula provided by the City of Columbus Stormwater Drainage Manual, and was determined to be 190 feet in total width.

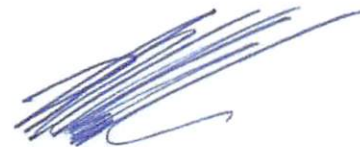
### **Electric and Telecommunications**

All new electric and telecommunications utilities will be fed underground from existing overhead lines on either Central College Road or New Albany-Condit Road. Any existing overhead lines within the site will be removed, but the overhead lines along the existing public roads will remain.

If you need any additional information, please contact me at 614-775-4390.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Brian Quackenbush, PE  
Principal | Senior Project Manager



# NoNA

NORTH NEW ALBANY





The Site



# Our Approach



## THE CONTEXT

- Consistent with Insight 2050
- Consistent with Engage New Albany

## OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

## THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections





# A New Neighborhood Center



## THE CONTEXT

- Consistent with Insight2050
- Consistent with Engage New Albany

## OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

## THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



Foundational Documents



**ENGAGE**  
NEW ALBANY

INSIGHT 2050:

## Foundational Documents



NoNA



INSIGHT 2050:

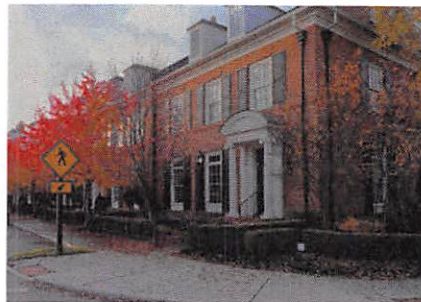
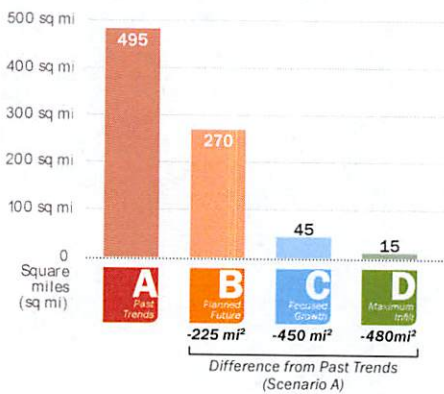
## Scenario Analysis



### HOW DOES CENTRAL OHIO PLAN FOR:

- 1M New Residents
- 300,000 New Jobs

### CUMULATIVE NEW LAND CONSUMPTION



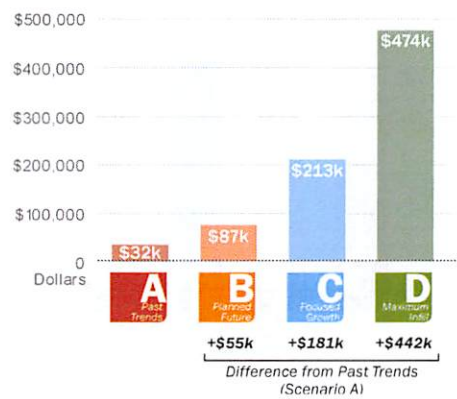


INSIGHT 2050:

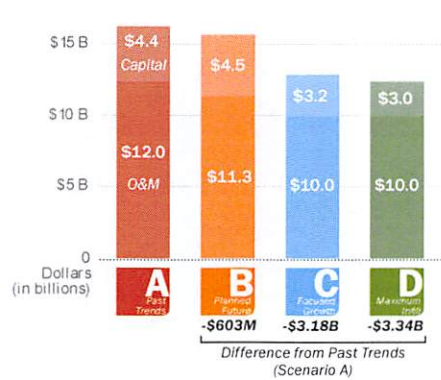
# Economic Impact

SCENARIO ANALYSIS RESULTS:

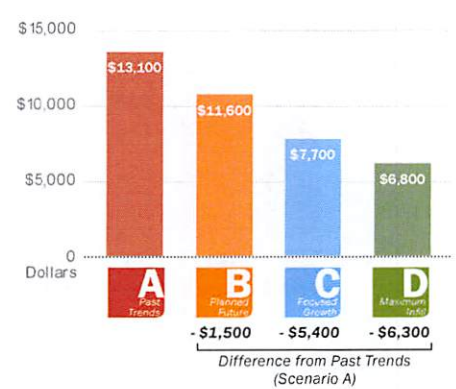
## TAX REVENUE PER ACRE



## INFRASTRUCTURE COSTS



## ANNUAL HOUSEHOLD COSTS



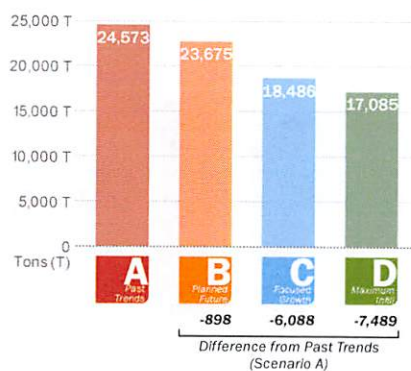
INSIGHT 2050:

# Environmental Impact

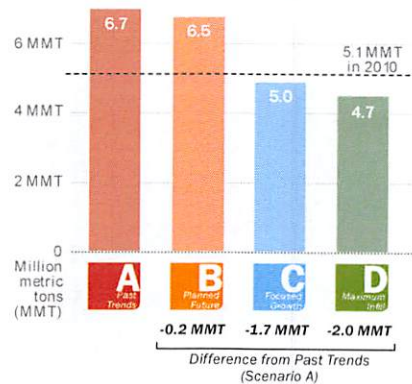


SCENARIO ANALYSIS RESULTS:

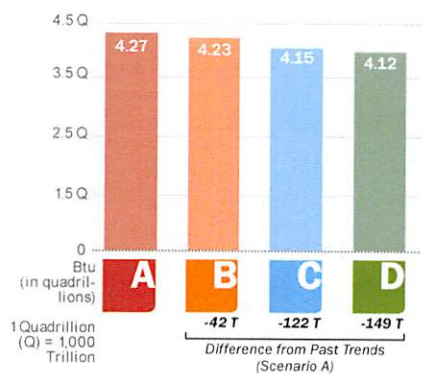
## AUTO EMISSIONS



## ANNUAL CO2 EMISSIONS



## ANNUAL ENERGY CONSUMPTION



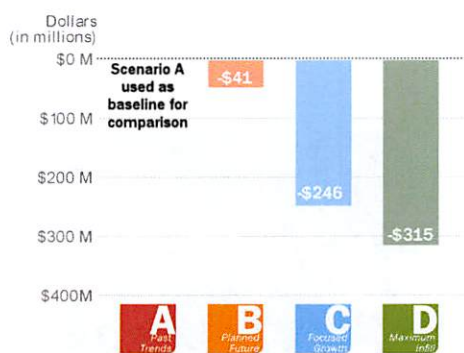


INSIGHT 2050:

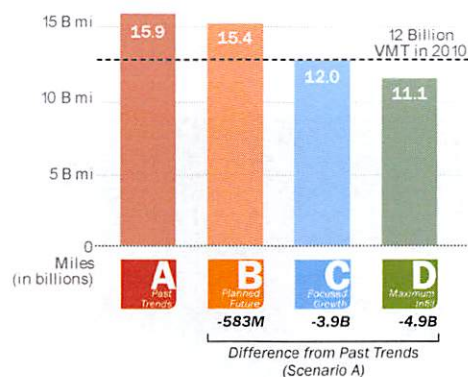
# Quality of Life Impact

SCENARIO ANALYSIS RESULTS:

## ANNUAL HEALTH COSTS



## COMMUTE MILES



INSIGHT 2050:

## Benefits of Focused Growth



### ECONOMIC IMPACT

- Increased Tax Revenue
- Decreased Infrastructure Costs
- Decreased Household Costs



### ENVIRONMENTAL IMPACT

- Reduced Land Consumption
- Improved Air Quality
- Reduced Energy Consumption



### QUALITY OF LIFE IMPACT

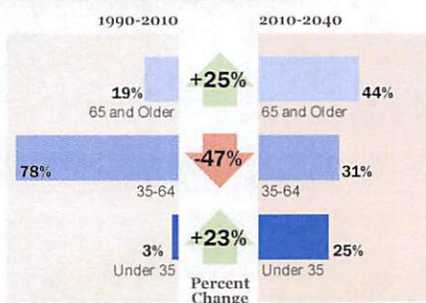
- Decreased Health Costs
- Decreased Commute Times



# Housing Impact of Demographic Trends

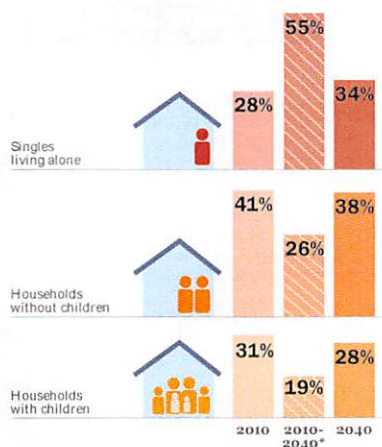
## CHANGE OF HOUSEHOLDER AGES

**Columbus MSA Current and Future Household Growth Share by Householder Age**



Source: Arthur C. Nelson, COLUMBUS, OHIO Metropolitan Area trends, Preferences, and opportunities: 2010 to 2030 and to 2040 (NRDC)

## CHANGE IN THE TYPE OF HOUSEHOLDS



\*Refers to households added from 2010-2040, excluding households that existed prior to 2010.

## CHANGE IN THE HOUSING TYPE MIX

	2010	New Growth	Resulting Housing Mix
Multifamily	25%	37%	28%
Single Family Attached	8%	16%	11%
Smaller Lot (<7,200 sq ft)	24%	46%	30%
Larger Lot (>7,200 sq ft)	37%	<1%	27%
Rural Lot	6%	<1%	4%

INSIGHT 2050:

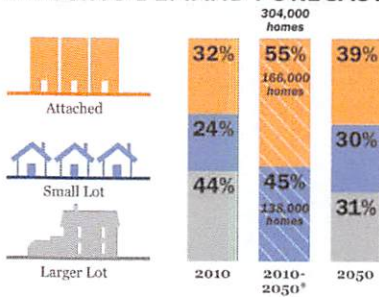
## Future Residential Demand

### CONSEQUENCES ON URBAN PLANNING

#### RESULTS:

- Less Large-Lot Single Family
- More Small-Lot Detached Single Family
- More Attached Single Family
- More Multifamily

#### HOUSING DEMAND FORECAST



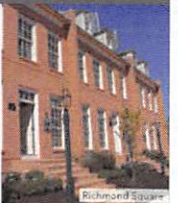
### ALIGNMENT: ENGAGE NEW ALBANY 2030 RECOMMENDS



#### LAND USE - RESIDENTIAL

ENGAGE  
NEW ALBANY

- We recommend:
  - » Additional cluster neighborhoods like Ashton, Keswick, Ealy Crossing
  - » High quality stacked flats and townhomes in targeted areas of the community with proximate, walkable amenities - like the Village Center and other neighborhood-scale retail centers



## Engage New Albany 2030



+

**MKSK**

+

1,200  
RESIDENTS



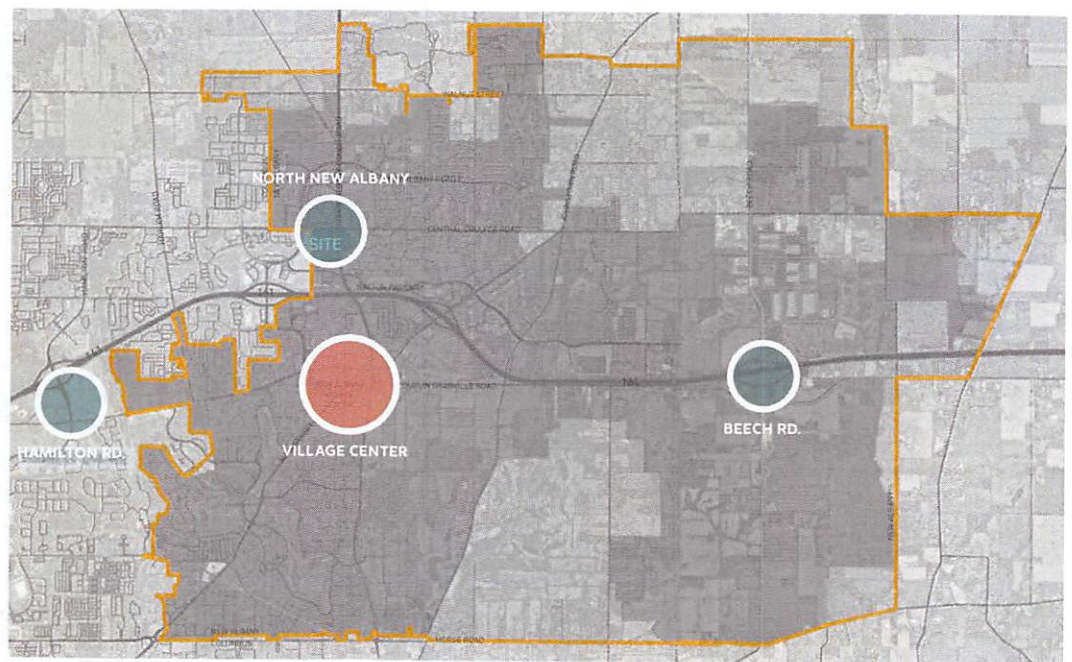
**ENGAGE**  
NEW ALBANY





## Planning for Multiple Neighborhoods

- One Community;  
Multiple Neighborhoods
- Embracing the Differences  
of Our Neighborhoods
- A Neighborhood Center  
for North New Albany
- A Focused Development Area  
("Hamlet") within New Albany



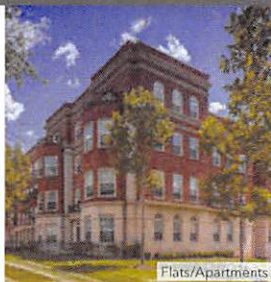
## Diversity in Housing Types



### LAND USE - RESIDENTIAL

ENGAGE  
NEW ALBANY

- We recommend:
  - » Additional cluster neighborhoods like Ashton, Keswick, Ealy Crossing
  - » High quality stacked flats and townhomes in targeted areas of the community with proximate, walkable amenities - like the Village Center and other neighborhood-scale retail centers



ENGAGE NEW ALBANY 2030:

## A Lifespan Community

### A TRUE NEIGHBORHOOD IS A LIFESPAN COMMUNITY

“Provides residents the opportunity  
to move at least twice throughout  
their lifetimes”

#### A NEIGHBORHOOD:

- Includes Varied Housing Types
- Is Connected, Accessible, Walkable
- Has a Housing Supply that is  
Responsive to Demographic Trends
- Is Anchored by Public Gathering Spaces





ALIGNMENT WITH ENGAGE NEW ALBANY 2030:

## “You Spoke”

### ENGAGE NEW ALBANY 2030 SURVEY

To Strive to be a **“Lifespan Community”**  
(86% of Respondents)

**New Retail Areas** Within the City but Outside the Village  
Center Designed to Serve Adjoining Neighborhoods  
and Employment Centers (69% of Respondents)

Additional **Dining and Retail Options**  
(48% of Respondents)

Additional **Parks, Recreation, and Open Space**  
(32% of Respondents)

Additional Special Events **Programming** (58%)  
Arts and Cultural Programming (47%) and  
Family-oriented Programming (44%)



# Our Response



**NoNA**

NORTH NEW ALBANY

NoNA DISTRICT:

## Our Vision



### THE CONTEXT

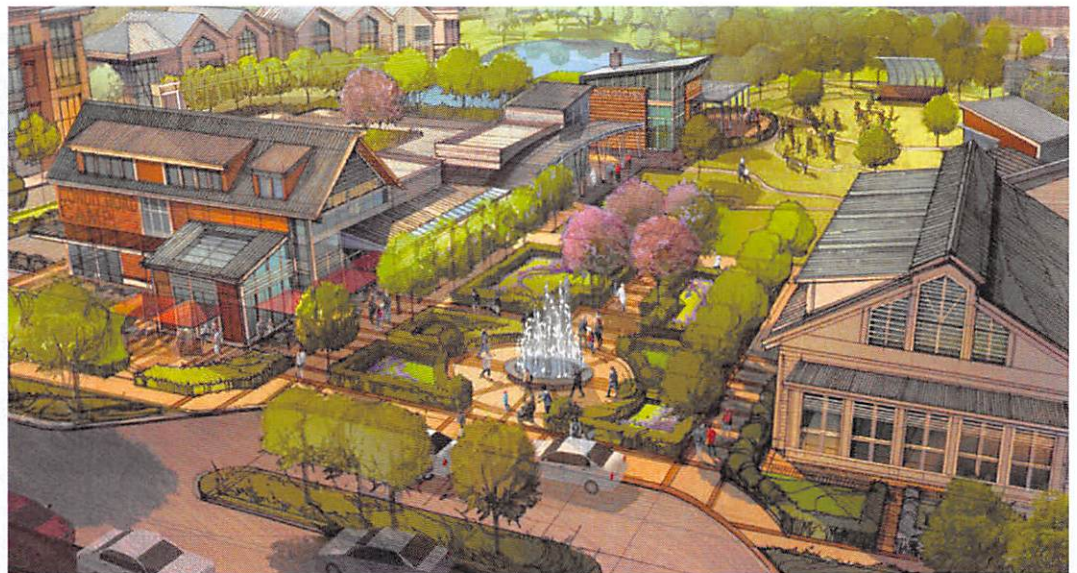
- Consistent with Insight2050
- Consistent with Engage New Albany

### OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

### THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections





NoNA DISTRICT:

## Neighborhood Context



## NoNA DISTRICT:

# Use Plan



### RESIDENTIAL

- Millennial/Active Adult Apts
- Senior Living Community
- Single Family Homes
- Townhomes/Duplexes
- Affordable Apartments (5%)
- Whimsical Residences

### COMMERCIAL

- Office/Coworking
- Restaurants and Bar
- The Trailhead Park
  - Artisanal Eateries
  - Food Truck Haus
  - Community Stage

### PARKS AND RECREATION

- Sugar Run Park
- Walking Paths/Trails
- Childrens' Play Area
- Meditation Path
- English Garden





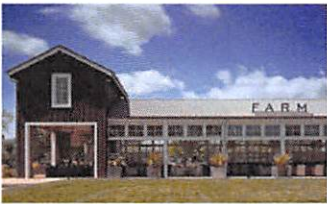
NoNA DISTRICT:

## Lifespan Residential Offerings



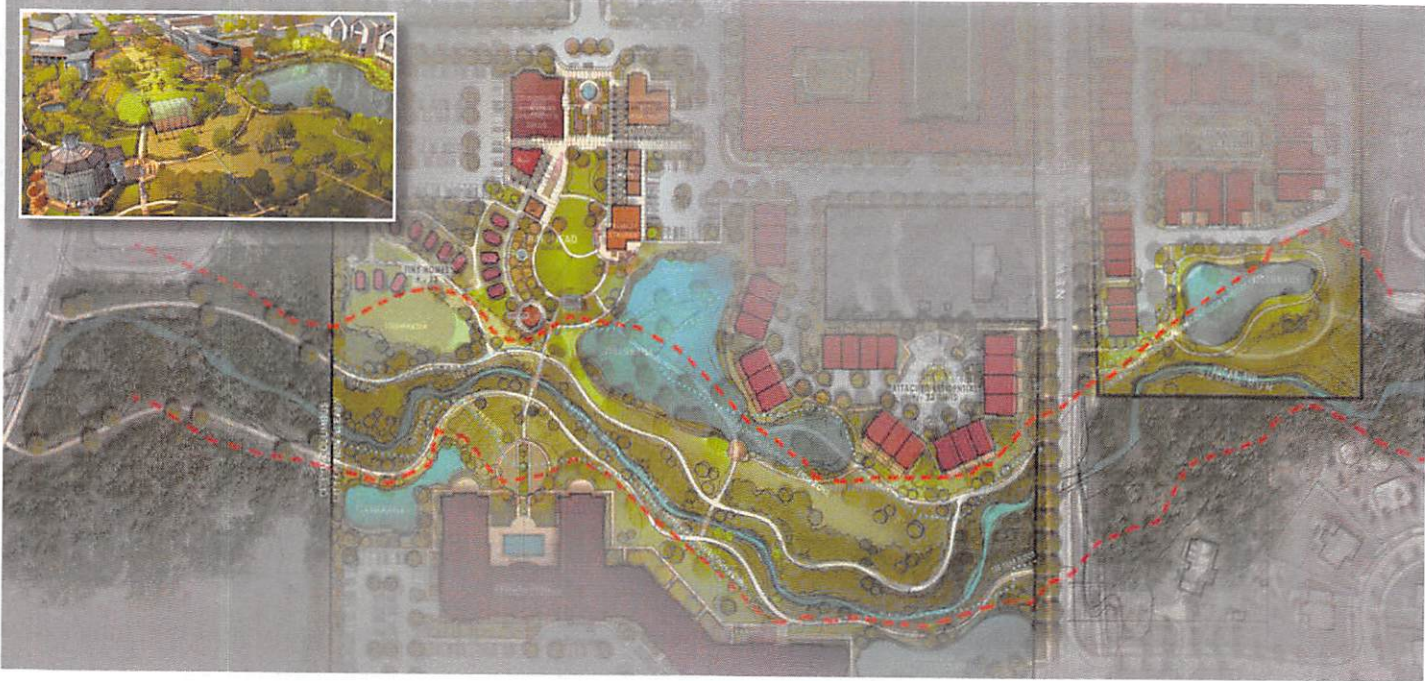
NoNA DISTRICT:

## Mixed Use District





NoNA DISTRICT:  
Trailhead Park





NoNA DISTRICT:

## Outdoor Amenities



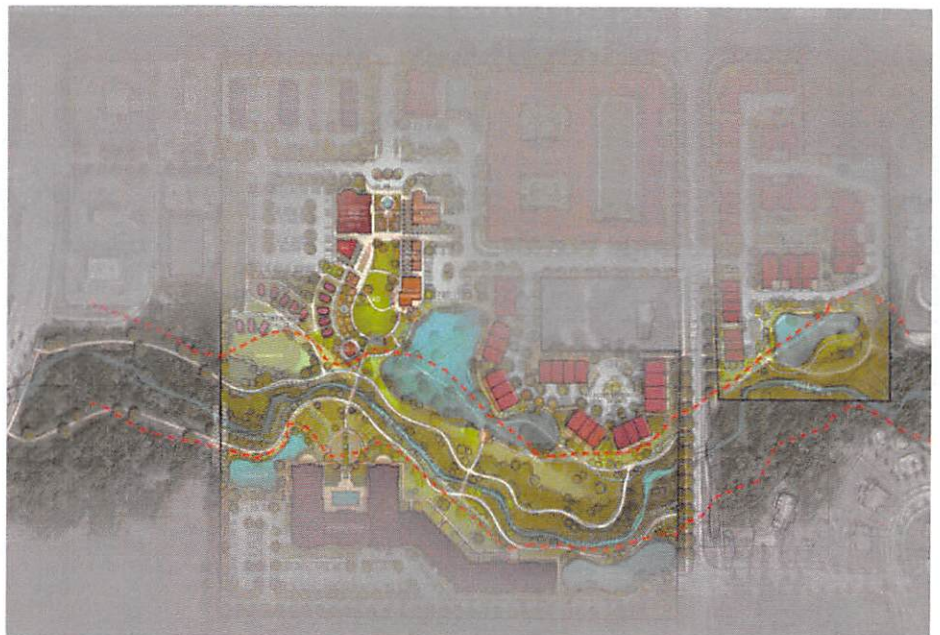
NoNA DISTRICT:

## Environmental Initiatives



### GREEN INITIATIVES WILL INCLUDE:

- Sugar Run Streambank Repair
- Native Species Restoration
- Alternative Wetland Remediation Techniques
- Pollinator-Friendly Plantings
- Alternative Stormwater Retention



NoNA DISTRICT:

## “You Spoke, We Listened”



### ENGAGE NEW ALBANY 2030 SURVEY

To Strive to be a **“Lifespan Community”**  
(86% of Respondents)

**New Retail Areas** Within the City but Outside the Village Center Designed to Serve Adjoining Neighborhoods and Employment Centers (69% of Respondents)

Additional **Dining and Retail Options**  
(48% of Respondents)

Additional **Parks, Recreation, and Open Space**  
(32% of Respondents)

Additional Special Events **Programming** (58%)  
Arts and Cultural Programming (47%) and  
Family-oriented Programming (44%)



### PROPOSED NONA DISTRICT

NoNA District Will Be A Self-Contained  
**“Lifespan Neighborhood”**

NoNA District Will Provide North New Albany with  
**Retail Options** Outside the Village Center Designed to Serve the North New Albany Area

The “Trailhead” Provides New Dining and  
**Retail Options**

Sugar Run Park Provides **Parks, Recreation and Open Space** (of the Same Scope/Scale as Rose Run Park)

North New Albany will provide:

- Special Events **Programming**
- Arts and Cultural Programming
- Family-Oriented Programming
- Wellness, Environmental Education and Continuing Education Programming

# Impacts and Mitigation



**NoNA**

NORTH NEW ALBANY



## IMPACTS AND MITIGATION:

# Impact on New Albany



## THE CONTEXT

- Consistent with Insight2050
- Consistent with Engage New Albany

## OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

## THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



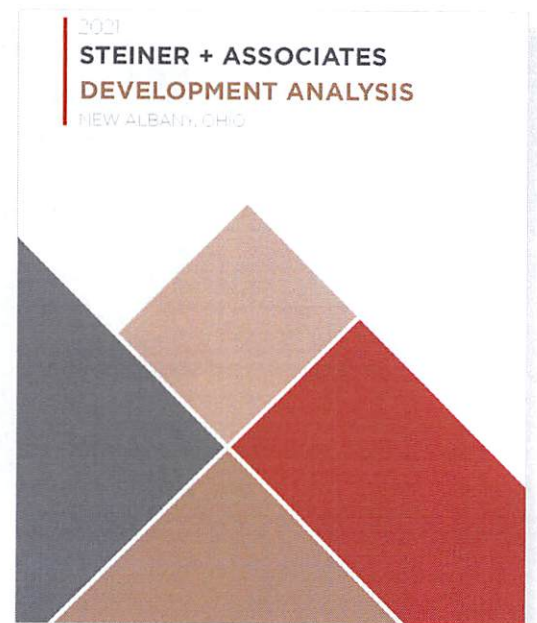
IMPACTS AND MITIGATION:

## Economic Impact

UTILIZED INSIGHT 2050  
METHODOLOGY ON  
OUR PROPERTY

COMPARES:

- Existing Conditions
- Base Zoning
  - What would be allowed under current zoning
- Development Scenario
  - The development project, as proposed



IMPACTS AND MITIGATION:

## Economic Impact – Tax Revenue Analysis

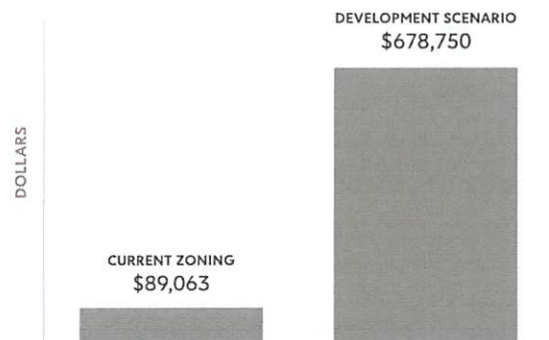


Approximately \$14.63M Cumulative Tax Revenue Surplus

CUMULATIVE TAX REVENUE FROM NEW DEVELOPMENT

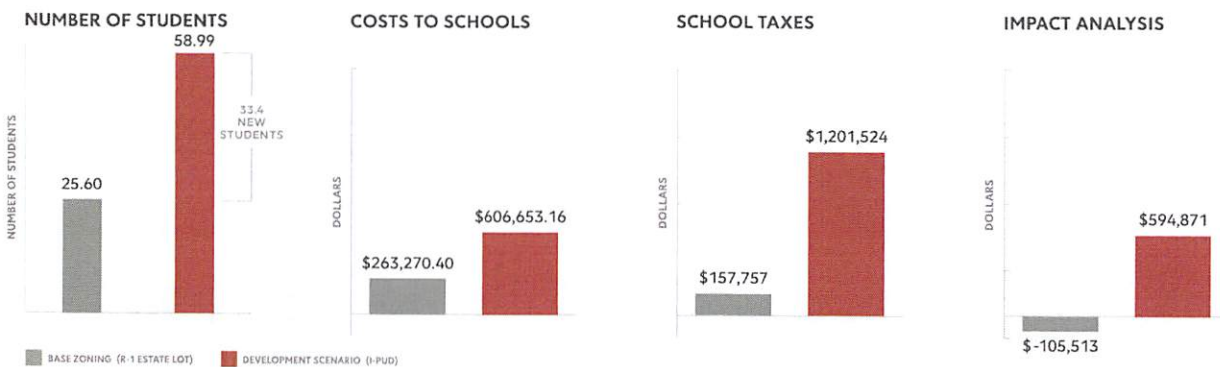


TAX REVENUE PER ACRE



## IMPACTS AND MITIGATION:

# School District Impact



## COST ANALYSIS

### BASE ZONING (R-1 ESTATE LOT)

NAPLSD

\$10,284

NUMBER OF RESIDENTIAL UNITS - CURRENT ZONING

32

LOAD FACTOR

0.8

NUMBER OF STUDENTS

25.60

### DEVELOPMENT SCENARIO (I-PUD)

HOUSING TYPE

Single Family Homes

12

LOAD FACTOR

0.8

NUMBER OF STUDENTS

9.60

Townhomes For-Sale

25

0.8

20.00

Townhomes For Rent

23

0.5

11.50

Millennial/Active Adult Apartments

266

0.04

10.64

Affordable Apartments

14

0.05

7.00

Whimsical Residential

25

0.01

0.25



## IMPACTS AND MITIGATION:

### Traffic Impact

- Will not conflict with Engage New Albany 2030's Thoroughfare Plan
- Impact on Levels of Service will be negligible

#### LEVELS OF SERVICE (LOS)

- A** New Albany-Condit Road and Central College Road
  - AM Peak - LOS C / PM Peak - LOS D
- B** New Albany Road E and Central College Road
  - AM Peak - LOS C / PM Peak - LOS C

#### NEEDED IMPROVEMENTS

- 1** New Albany-Condit Road and Senior Living Access
  - Northbound Left Turn Lane
- 2** New Albany-Condit Road and North Access
  - Northbound Left Turn Lane
- 3** Central College Road and Site Access / Discover Complex Access
  - 125' Westbound Left Turn Lane (striped into existing pavement) Warranted
  - No Improvements are required for any public road intersection



## IMPACTS AND MITIGATION:

# Impact on Street Design



## INTEGRATE WITH AND IMPROVE THE SURROUNDING AREA

- Continuation of Existing Fabric
- Community Gateway
- Unified Pedestrian Experience
- Responsive to Engage New Albany Northwest Focus Area Development Scenario



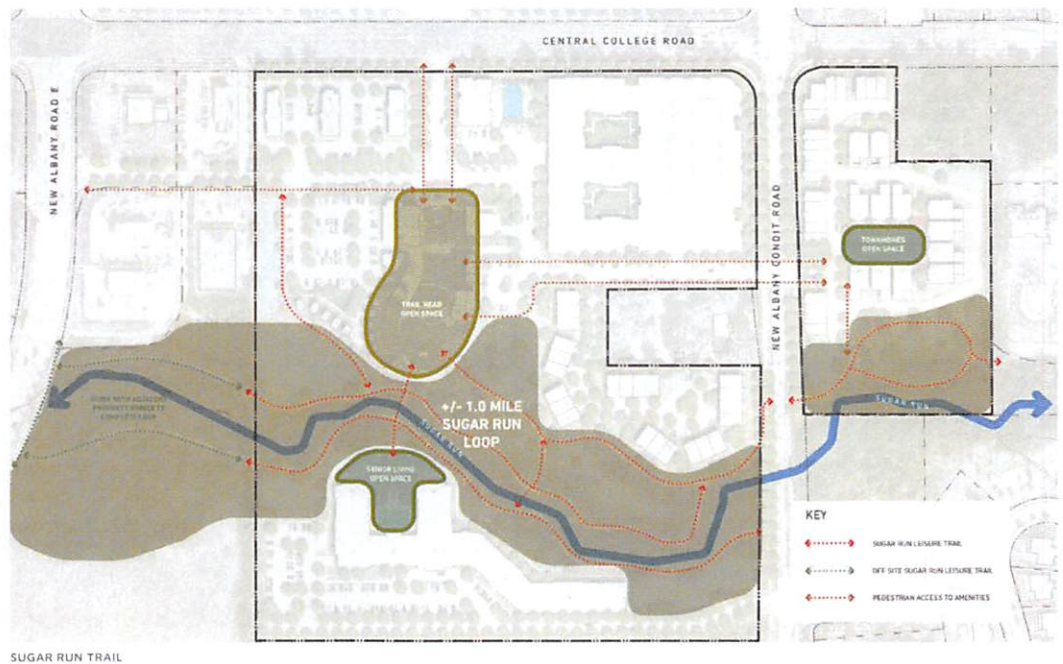
## IMPACTS AND MITIGATION:

# Internal Connectivity



## OPPORTUNITY FOR GREATER CONNECTIVITY

- Vehicular Connections
- Trails
- Walkability
- Greenspace Connectivity



Subject to owner approval



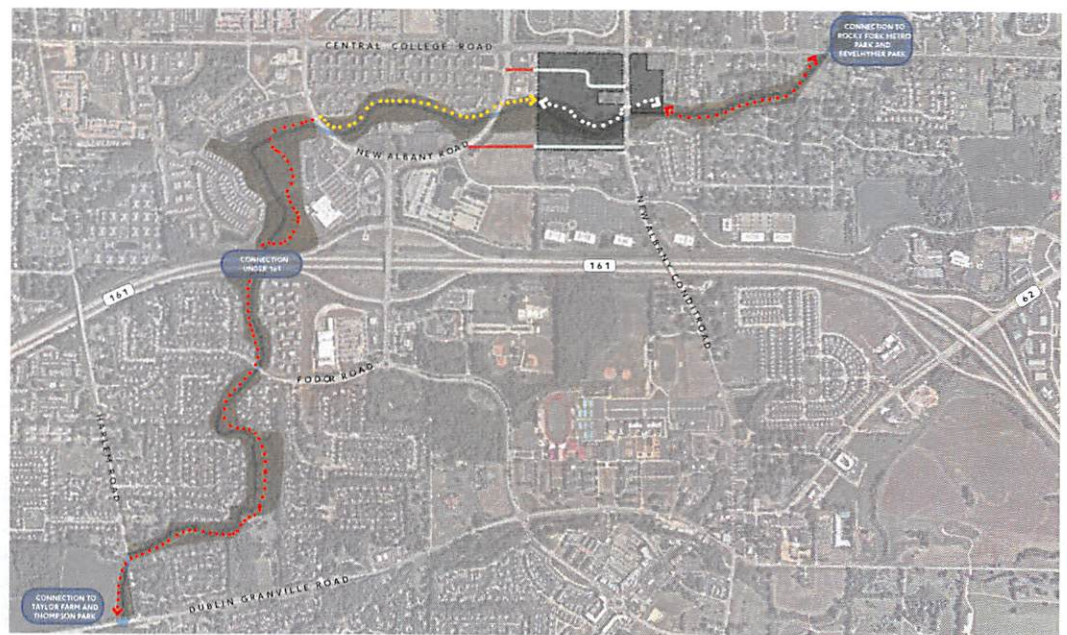
IMPACTS AND MITIGATION:

## City-wide Connectivity



### OPPORTUNITY FOR GREATER CONNECTIVITY

- Vehicular Connections
- Trails
- Walkability
- Greenspace Connectivity



SUGAR RUN TRAIL

*Subject to owner approval*

## Once completed, the NoNA District will...



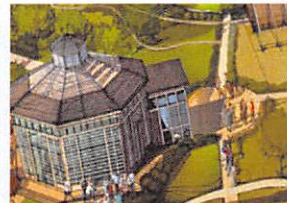
### URBAN PLANNING

- Be Consistent with Regional Planning
- Be Consistent with Engage New Albany 2030
- Be the Center of Gravity for Neighborhood
- Be Consistent with Residential Demand
- Maintain and Expand Existing Community Fabric



### ECONOMIC DEVELOPMENT

- Have a Positive Economic Impact on the City
- Have a Positive Economic Impact on the Schools



### SUSTAINABILITY

- Provide New Parks and Greenspace
- Be Environmentally Friendly



### QUALITY OF LIFE

- Be a Lifespan Neighborhood
- Provide New Retail and Entertainment Options
- Not Materially Effect Traffic



# NoNA

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NORTH NEW ALBANY

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## **RESOLUTION R-34-2021**

### **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN AGREEMENTS WITH VTRE DEVELOPMENT, LLC RELATED TO INCENTIVES AVAILABLE FOR PROJECT DEVELOPMENT IN THE OAK GROVE II COMMUNITY REINVESTMENT AREA**

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

**WHEREAS**, the City of New Albany has encouraged the development of real property and the acquisition of personal property to be located in the CRA; and

**WHEREAS**, the Director of Development of the State of Ohio has determined that the Area contains the characteristics set forth in R.C. Section 3735.66 and confirmed the Area as a "Community Reinvestment Area"; and

**WHEREAS**, VTRE Development, LLC has submitted to the City a proposed agreement application (the "Application"), the Housing Officer of the City designated under Ohio Revised Code Section 3735.65 has reviewed the Application and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and to improve the economic climate of the City, and the City, having appropriate authority, desires to provide the Company with the incentives available in the CRA for the development of the project described in that Application; and



**WHEREAS**, the Board of Education of the Eastland-Fairfield Career & Technical Schools has been notified in accordance with the applicable law; and

**WHEREAS**, the Boards of Education of the New Albany-Plain Local School District has waived their right to receive notice under Section 5709.83 of the Revised Code in accordance with its respective compensation agreements entered into with the city of New Albany.

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

**Section 1.** The city manager is hereby authorized to execute the CRA Agreement by and between the City and the Company, in the form presently on file in the New Albany Community Development Department, which Agreement provides for a 100% CRA exemption for up to 15-years for the proposed project, and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Agreement, provided further that the approval of changes thereto by the city manager and their character as not being substantially adverse to the City shall be evidenced conclusively by the execution thereof.

**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(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: 07/09/2021

Introduced: 07/20/2021

Revised:

Adopted:

Effective:



## **RESOLUTION R-35-2021**

### **A RESOLUTION TO WAIVE THE COMPETITIVE BIDDING REQUIREMENT FOR THE PURCHASE OF NEW POLICE RADIOS AND THE UPGRADE OF SOFTWARE FOR EXISTING POLICE RADIOS THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM**

**WHEREAS**, the city requires five new, mobile (vehicle mounted) police radios to replace radios that have reached the end of their useful life; and

**WHEREAS**, the city requires five new, portable (body worn) police radios for current and future police officers; and

**WHEREAS**, the existing police radios require software upgrades to enable the police department to utilize a third radio channel that has been assigned to the city; and

**WHEREAS**, the city utilizes Motorola radios which are available through the State of Ohio Cooperative Purchasing Program; and

**WHEREAS**, B&C Communications is an authorized vendor for Motorola through the State of Ohio Cooperative Purchasing Program; and

**WHEREAS**, Section 9.04(C) of the New Albany Charter permits council to waive the city's competitive bidding requirement if council determines that the waiver of the competitive bidding requirement is in the best interest of the city.

**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's competitive bidding requirement is hereby waived per Section 9.04(C) of the New Albany Charter, in order to facilitate the purchase of new police radios through the State of Ohio Cooperative Purchasing Program, which is a cost effective, state approved alternative to the traditional, competitive bidding process.

**Section 2.** The city manager is hereby authorized to enter into contracts with B&C Communications for the purchase of five mobile radios and five portable radios for approximately \$62,000.

**Section 3.** The city manager is authorized to enter into contracts with B&C Communications for software updates to existing radios for approximately \$29,000.

**Section 4.** The total amount of the combined contracts shall not exceed \$91,000.

**Section 5.** 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 6.** 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: 07/20/2021  
Introduced: 08/03/2021  
Revised:  
Adopted:  
Effective:



## **RESOLUTION R-36-2021**

### **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A MANAGEMENT SERVICES AGREEMENT WITH THE COLUMBUS ASSOCIATION FOR THE PERFORMING ARTS (CAPA) AND THE BOARD OF THE JEANNE B. MCCOY COMMUNITY CENTER FOR THE ARTS TO OBTAIN MANAGEMENT SERVICES IN SUPPORT OF THE OPERATION OF THE CHARLEEN AND CHARLES HINSON AMPHITHEATER**

**WHEREAS**, the City of New Albany will assume ownership of The Charleen and Charles Hinson Amphitheater from the New Albany Community Authority upon the completion of its construction in July of 2021; and

**WHEREAS**, the city wishes to enter into a Management Services Agreement with The Columbus Association for the Performing Arts (CAPA) and the Board of The Jeanne B. McCoy Community Center for the Arts to manage the operation of the amphitheater including, but not limited to, the coordination of the events calendar, event facilitation, and technical support as described in the Management Agreement attached hereto; and

**WHEREAS**, The Columbus Association for the Performing Arts (CAPA) and the Board of The Jeanne B. McCoy Community Center for the Arts have effectively managed the Jeanne B. McCoy Community Center for the Arts and, as such, are well positioned to manage the Charleen and Charles Hinson Amphitheater; and

**WHEREAS**, the common management of both facilities will benefit the city in terms of scheduling/event coordination, technical support for performances, and operational cost effectiveness.

**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 Management Services Agreement with CAPA and the Board of the Jeanne B. McCoy Community Center for the Arts in a form that is substantially similar to that which is attached to this resolution as Exhibit A, for the operation and management of the Charleen and Charles Hinson Amphitheater.

**Section 2:** The Management Agreement will replace the non-binding Memorandum of Understanding that was authorized by council by Resolution R-50-2019 on October 1, 2019 and executed by the parties.

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

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

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

**Attest:**

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

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

**Approved as to form:**

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

**Legislation dates:**

Prepared: 07/15/2021

Introduced: 08/03/2021

Revised:

Adopted:

Effective:

**Exhibit A – R-36-2021**

**AGREEMENT FOR THE PROVISION OF  
MANAGEMENT SERVICES FOR THE HINSON AMPHITHEATRE  
TO  
THE CITY OF NEW ALBANY  
BY  
THE COLUMBUS ASSOCIATION FOR THE PERFORMING ARTS  
AND  
THE MCCOY CENTER FOR THE ARTS**

This Agreement ("Agreement") entered into effective as of the \_\_\_\_ day of August, 2021, by and between The City of New Albany, Ohio, a municipal corporation and political subdivision organized and existing pursuant to its charter and the laws of the State of Ohio whose principal office is located at 99 W. Main Street, New Albany, Ohio 43054 ("City"), the Columbus Association for the Performing Arts, an Ohio nonprofit corporation whose principal office is located at 55 East State Street, Columbus, Ohio 43215-4264 ("CAPA"), and the Jeanne B. McCoy Community Center for the Arts, an Ohio nonprofit corporation whose principal office is located at 30 West Main Street, New Albany, Ohio 43054 ("McCoy Center").

**WITNESSETH:**

**WHEREAS**, the City desires to engage CAPA and McCoy Center to provide certain management services to the City in support of the Hinson Amphitheatre being constructed in proximity of the McCoy Center Theatre Complex in New Albany, OH ("Amphitheatre");

**WHEREAS**, CAPA and McCoy Center are willing and able to provide such services to the City;

**WHEREAS**, CAPA and McCoy Center shall be collectively referred to as "Managers";

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City, CAPA, and McCoy Center hereby agree as follows:

1. **Engagement.** Subject to the terms and conditions set forth in this Agreement, the City hereby engages Managers to provide management services to the City as set forth herein and described in Appendix A; and Contractors hereby accept such engagement.
2. **Services to be Provided.** Managers shall be the provider of services as laid out in APPENDIX A. Such services shall be applicable to activities on the Amphitheatre premises and shall not extend to events, activities, or performances on other City property unless mutually agreed to by all parties to this Agreement. Services provided under this Agreement will in no way diminish or alter the responsibilities of the Managers as obligated by the Second Amended and Restated Joint Operating Agreement for the New Albany Community Arts Center.

Managers shall use their professional expertise to provide guidance to the City on industry standards and best practices in regard to operation of an outdoor live entertainment venue, but final authority over all matters, to include operational and safety/security protocols, pertaining to the Amphitheatre rests with the City. In the event that the City disregards the professional guidance provided by the Managers in a manner that creates an illegal or obviously unsafe situation, Managers may refuse to provide services at the Amphitheatre until such illegal or obviously unsafe situation is remedied.

The Managers will coordinate the calendar of events at the Hinson Amphitheatre as outlined in APPENDIX A, but the City will retain final decision making authority over the suitability of acts, events, and programs. The City may, at its sole discretion, prevent the presentation of any acts, events, or programs at the Hinson Amphitheatre and Managers will enforce such actions by the City.

3. **Scope of Services.** The services and responsibilities of Managers outlined in this Agreement and in Appendix A are applicable during Amphitheatre events including time necessary in advance to prepare for events and time after to restore following such events. The City may decide to make the Amphitheatre available to the public during non-event hours; in this event the Managers are not responsible for operating or monitoring the Amphitheatre during such times.
4. **Term.** The term of this Agreement shall commence on May 1, 2021 and will renew for successive one-year terms unless any party provides ninety (90) days notice of their intent not to renew the Agreement or unless otherwise terminated in accordance with this paragraph.

Any party may terminate this Agreement with cause effective ninety (90) days after giving notice of such termination to the other parties. The written notice shall specify the nature of the breach and the section of this Agreement alleged to have been breached. Following such notification, the parties will confer to attempt to work in good faith to resolve their disputes.

If the parties cannot resolve their disputes, the parties will work together to effectuate a smooth transition of responsibilities.

5. **Fee for Services.** For the services provided to the City by McCoy Center as outlined in Appendix A, the City shall pay to McCoy Center a fee of XXXX Dollars (\$XX,XXX) for the first one-year term, to increase 3% annually thereafter in the event of successive terms. These fees shall be paid in two equal installments at approximately June 1<sup>st</sup> and September 1<sup>st</sup> of each year.

For the services provided to the City by CAPA as outlined in Appendix A, the City shall pay to CAPA a fee of XXXX Dollars (\$XX,XXX) for the first one-year term, to increase 3% annually thereafter in the event of successive terms. These fees shall be paid in two equal installments at approximately June 1<sup>st</sup> and September 1<sup>st</sup> of each year.

6. **Billable Services and Reimbursement of Expenses.** In order to ensure professional and high quality operations at the Amphitheatre, Managers' staff may work on behalf of Amphitheatre renters on a billable basis, and Managers may rent certain specialized entertainment venue equipment to Amphitheatre renters. In such situations, Managers retain the right to charge reasonable and customary rates to Amphitheatre renters for such services.

Managers may incur expenses required to provide for the safe and effective operations of the amphitheatre with the prior approval of the City. The City shall reimburse Managers for such reasonable expenses, subject to adherence with a reasonable approval and reimbursement process to be implemented by the City.

7. **Right to Audit.** Each party hereto shall have the right to audit, at all reasonable times, the other party's books and records to determine such other party's compliance with the provisions of this Agreement.
8. **Assignment.** No party hereto shall assign or subcontract all or any part of its rights or obligations under this Agreement without all other party's express prior written approval, and any attempt to do so shall be null and void and of no force or effect whatsoever.
9. **Force Majeure.** In the event Managers are unable to carry out their obligations under this Agreement due to an act of God, fire, flood, explosion, war, strike, lock-out, labor dispute, civil disturbance, accident or government action, the failure to so perform shall be excused during the intervention of such *force majeure* event.



10. **Limitation of Liability.** Managers shall not have any liability arising out of or in connection with this Agreement except for its gross negligence or willful misconduct in respect of the services provided under this Agreement. Managers shall not be liable for any special or consequential damages, and any liability of Managers shall not exceed the fees paid to Managers under this Agreement. The Managers will ensure that Artist and renter contracts include a provision that gives Managers and the City the right to seek damages for intentional or negligent damage.
11. **Manager's Operations of its Own Businesses.** Throughout the term of this Agreement, Managers shall be permitted to operate its businesses just as if this Agreement did not exist, and, except as expressly set forth in this Agreement, no legal business activity by Managers in the operation of its businesses shall constitute a breach of this Agreement.
12. **Severability.** If any provision of this Agreement or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of the Agreement shall not be affected by such invalidity or unenforceability.
13. **No Waiver.** No waiver by any party hereto of any breach by any other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior or subsequent) of the same or any other term, covenant or condition of this Agreement.
14. **Headings.** The headings used in this Agreement are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.
15. **Relationship of the Parties Hereto.** CAPA's and McCoy Center's status under this Agreement shall be that of independent contractors and not that of an employee of the City.
16. **Representations and Warranties.** Each party hereto represents and warrants that it is free to enter into this Agreement and is not subject to any conflicting obligations or any disability which would interfere with its execution or performance of this Agreement, and that it has the full right, power and authority to enter into this Agreement and to grant all rights and perform all services provided for herein.
17. **Governing Law.** The laws of the State of Ohio shall govern the validity, interpretation, construction, and performance of this Agreement and any claims arising therefrom.

**IN WITNESS WHEREOF,** the City, CAPA and McCoy Center have executed this Agreement as of the day and year first above written.

THE CITY OF NEW ALBANY, OHIO

By: \_\_\_\_\_

Joseph Stefanov  
City Manager

COLUMBUS ASSOCIATION FOR THE PERFORMING ARTS

By: \_\_\_\_\_

Chad Whittington  
President & CEO

JEANNE B. MCCOY CENTER FOR THE PERFORMING ARTS

By: \_\_\_\_\_

Jennie Wilson  
Board Chair



## **RESOLUTION R-37-2021**

### **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS FOR THE MAINTENANCE OF JUG STREET ROAD**

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

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

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

**WHEREAS**, the pending annexation of approximately 164.78+/- acres of land located south of Jug Street Road and west of Mink Street, causes a section of Jug Street Road to be divided between the City of New Albany and Licking County along the center lines of the roadway; and

**WHEREAS**, the City of New Albany and the Licking County Board of Commissioners previously entered into a Road Maintenance Agreement in December, 2018, stipulating the maintenance responsibilities of the parties for the section of Jug Street Road located between the Franklin County Line and Harrison Road; and

**WHEREAS**, if approved, the pending annexation would expand New Albany's road maintenance responsibilities beyond the eastern limits of the current agreement.

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

**Section 1.** The city manager is hereby authorized to enter into a Roadway Maintenance Agreement; (substantially similar in its effect as that which is attached hereto as Exhibit A) with the Licking County Board of Commissioners. Said agreement shall supersede the current agreement which was authorized by council through the adoption of Resolution R-49-2018 on December 10, 2018.

**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(A) of the New Albany Charter, this resolution shall take effect upon adoption.

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

**Attest:**

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

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

**Approved as to form:**

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

**Legislation dates:**

Prepared: 07/16/2021

Introduced: 08/03/2021

Revised:

Adopted:

Effective:

## **EXHIBIT A – R-37-2021**

### **AGREEMENT**

#### **FOR MAINTENANCE AND IMPROVEMENT OF JUG STREET ROAD**

THIS ROAD MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of New Albany, Ohio, an Ohio Municipal Corporation (“New Albany”) and the Board of Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio (“Licking County”). It shall succeed and replace the prior Jug Street Road Maintenance Agreements approved by the Licking County Board of Commissioners on the 31st day of January, 2019, the 6th day of February, 2018, and the 16<sup>th</sup> day of June, 2016, through resolutions 98-174, 93-376 and 85-106 respectively, New Albany and Licking County are referred to individually herein as “Party” and collectively as “Parties.”

### **WITNESSETH**

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

#### **SECTION 1: AUTHORITY**

Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners.

Section 307.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform, or render.

#### **SECTION 2: PURPOSE**

Jug Street Road is a county road located in Licking County. Pursuant to the upcoming annexation to the City of New Albany of real property located in Jersey Township, Licking County, the Parties desire to address the maintenance of certain portions of Jug Street Road, which upon finalization of the aforementioned annexations will be adjacent to and partially within the City’s corporate boundary. Accordingly, this Agreement shall set forth the responsibility for maintenance and improvement of a portion of Jug Street Road by the respective Parties for the mutual benefit of all Parties and for the convenience and welfare of the public.

#### **SECTION 3: RESPONSIBILITY OF THE PARTIES**

NEW ALBANY shall be responsible for maintenance and improvements of the portion of the Jug Street Road right of way, now and as may be altered in the future, from the Franklin County

Line to Mink Street. The City shall provide the County the opportunity to review construction plans and provide input relative to the design of the improvements within the right of way; however, the City shall maintain final authority over the design, construction and inspection of the improvements.

NEW ALBANY shall be responsible for the operation and maintenance of all traffic control devices and street lights that exist today or will be installed in the future within the Road Maintenance Agreement area.

NEW ALBANY shall have primary responsibility for snow removal on Jug Street Road between the Franklin County Line and Mink Street, and Licking County shall have secondary responsibility for snow removal on said section of roadway.

LICKING COUNTY shall be responsible for ditch maintenance and mowing on the north side of Jug Street Road, while NEW ALBANY shall be responsible for ditch maintenance and mowing on the south side of Jug Street Road.

LICKING COUNTY shall cooperate with the City through the support of grant applications and may, at the request of the City, provide supplemental, in-house engineering services to facilitate improvements to Jug Street Road.

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

#### **SECTION 4: ACQUISITION OF ADDITIONAL RIGHT OF WAY**

The Parties shall cooperate to acquire necessary rights of way for any project undertaken pursuant to this Agreement. Each Party shall be responsible for acquiring necessary rights of way within the bounds of their respective jurisdictions unless otherwise specified in a separate agreement. As Jug Street Road is designated as a county road it is understood that the Licking County Commissioners have underlying ownership of the right of way.

#### **SECTION 5: NOTICE OF IMPROVEMENT**

If the Licking County Engineer desires to perform maintenance or make an improvement to Jug Street Road that requires closing to traffic of the road, he/she shall notify the New Albany Engineer of the planned action at the earliest date practicable. The plans for the maintenance project or the improvement shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.

#### **SECTION 6: TERM**

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

## **SECTION 7: TERMINATION OF AGREEMENT**

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

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

## **SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS**

- 8.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as provided in Section 9 of this Agreement.
- 8.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Licking County, Ohio.
- 8.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 8.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

*{SIGNATURES ON THE FOLLOWING PAGE}*





## **RESOLUTION R-38-2021**

### **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN AGREEMENTS WITH MEDICAL CENTER OF NEW ALBANY, LLC RELATED TO INCENTIVES AVAILABLE FOR PROJECT DEVELOPMENT IN THE CENTRAL COLLEGE COMMUNITY REINVESTMENT AREA**

**WHEREAS**, the Council for the City of New Albany, Ohio (the “City”) by its Resolution No. R-20-96 adopted September 10, 1996 (the “Original CRA Legislation”), created the Central College Community Reinvestment Area (the “Original Area”); and by its Resolution No. R-28-98, adopted July 7, 1998, and by Ordinance No. O-42-2008, adopted October 21, 2008, (together the “CRA Expansion Legislation” and collectively with the Original CRA Legislation the “CRA Legislation”), amended the designation of the Original Area to include certain other parcels within the City that now collectively comprise the entire Central College Community Reinvestment Area; and

**WHEREAS**, the City of New Albany has encouraged the development of real property and the acquisition of personal property to be located in the CRA; and

**WHEREAS**, the Director of Development of the State of Ohio has determined that the Area contains the characteristics set forth in R.C. Section 3735.66 and confirmed the Area as a “Community Reinvestment Area”; and

**WHEREAS**, Medical Center of New Albany, LLC has submitted to the City a proposed agreement application (the “Application”), the Housing Officer of the City designated under Ohio Revised Code Section 3735.65 has reviewed the Application and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and to improve the economic climate of the City, and the City, having appropriate authority, desires to provide the Company with the incentives available in the CRA for the development of the project described in that Application; and

**WHEREAS**, the Board of Education of the Eastland-Fairfield Career & Technical Schools has been notified in accordance with the applicable law; and

**WHEREAS**, the Boards of Education of the New Albany-Plain Local School District has waived their right to receive notice under Section 5709.83 of the Revised Code in accordance with its respective compensation agreements entered into with the city of New Albany; and

**WHEREAS**, in accordance with Section 3735.673 of the Revised Code, the City notified the City of Columbus that a number of positions currently located within the City of Columbus are expected to be relocated to the City of New Albany as a result of this proposed agreement.

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

**Section 1.** The city manager is hereby authorized to execute the CRA Agreement by and between the City and the Company, in the form presently on file in the New Albany Community Development Department, which Agreement provides for a 100% CRA exemption for up to 15-years for the proposed project, and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Agreement, provided further that the approval of changes thereto by the city manager and their character as not being substantially adverse to the City shall be evidenced conclusively by the execution thereof.

**Section 2.** It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance 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(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: 07/23/2021

Introduced: 08/03/2021

Revised:

Adopted:

Effective:

**ATTEST:**

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

**CITY OF NEW ALBANY:**

SIGNATURE: \_\_\_\_\_

NAME: Joseph Stefanov

TITLE: New Albany City Manager

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

**STATE OF OHIO** )  
**COUNTY OF LICKING** ) ss:

APPROVED AS TO FORM:

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

**LICKING COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

DATE: \_\_\_\_\_  
**STATE OF OHIO** )  
**COUNTY OF LICKING** ) ss:

APPROVED AS TO FORM:

\_\_\_\_\_  
Licking County Prosecutor's Office