



ORDINANCE O-91-2023

**AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1
ANNEXATION OF 24.362 +/- ACRES FROM JERSEY TOWNSHIP,
LICKING COUNTY TO THE CITY OF NEW ALBANY**

WHEREAS, pursuant to the petition filed by Jackson B. Reynolds III, agent for petitioner, with the Licking County Board of Commissioners on June 8, 2023, and

WHEREAS, the foregoing Resolution #119-216 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on June 23, 2023, and more than sixty (60) days have elapsed since the foregoing resolution and transcript was transmitted to the City of New Albany, and

WHEREAS, pursuant to City of New Albany Resolution R-37-2021, which was signed on August 3, 2021, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreement with the Licking County Board of Commissioners for the maintenance of sections of roadways impacted by this annexation, and

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

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

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

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

Section 1: The application of property owners set forth in Licking County requesting the annexation of 24.362 +/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

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

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

Section 3: Council of the City of New Albany hereby accepts the annexation of a 24.362 +/- acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

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

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Legislation dates:

Prepared: 08/17/2023
Introduced: 09/05/2023
Revised:
Adopted:
Effective:

Benjamin S. Albrecht
Law Director

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

I certify that copies of Ordinance **O-91-2023** were posted in accordance with Article VI, Section 6.12 of the Charter of the City of New Albany, for 30 days starting on _____, 2023.

Jennifer Mason, Clerk of Council

Date

**EXHIBIT A
LEGAL DESCRIPTION**

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>[Signature]</i>	
DATE: 3-20-23	

Situated in the State of Ohio, County of Licking, Township of Jersey, Lot 18 of quarter Township 2, Township 2, Range 15, United States Military Lands, being all of a 12.414 acres as Surveyed (12.396 acre tract per deed), Auditor Parcel Number 037-111930-00.000, conveyed to DBT- Data New Albany LLC. an Ohio Limited Liability Company in Instrument Number 202301170001008, and all of a 11.948 acres as Surveyed (11.884 acre tract per deed), Auditor Parcel Number 037-112110-00.000, conveyed to DBT- Data New Albany LLC. an Ohio Limited Liability Company in Instrument Number 202301170001004 at the Licking County Recorder's Office, being more particularly described as follows;

Commencing for reference at a point on the northeast corner of said Lot 18;

Thence North 86° 21' 38" West with the north line of said Lot 18 and the centerline of right of way of Jug Street Road a distance of 1443.73 feet to a point on the northeast corner of said 11.948 acre tract, said point being on the northwest corner of a 3.157 acre tract as conveyed to DBT- Data New Albany LLC. an Ohio Limited Liability Company in Instrument Number 202301200001297, and said point also being the True Point of Beginning of the tract herein described;

Thence South 03° 19' 59" West with the east line of said 11.948 acre tract, and the west lines of said 3.157 acre tract, a 8.075 acre tract as conveyed to DBT- Data New Albany LLC. an Ohio Limited Liability Company in Instrument Number 202301170001013, a 8.114 acre tract as conveyed to DBT- Data New Albany LLC. an Ohio Limited Liability Company, in Instrument Number 202301180001082, a 8.114 acre tract as conveyed to DBT- Data New Albany LLC. an Ohio Limited Liability Company in Instrument Number 202301180001080, and a 8.116 acre tract as conveyed to DBT- Data New Albany LLC. An Ohio Limited Liability Company in Instrument Number 202301180001066, passing a ¼ inch iron pipe found at 25.85 feet and 1690.79 feet, a total distance of 1693.45 feet to point on the southeast corner of said 11.948 acre tract, said point being on the southwest corner of said 8.116 acre tract, said point also being on the south line of said Lot 18, and said point also being on the north line of a 11.495 acre tract as conveyed to Smith Mill Rd. LLC, an Ohio Limited Liability Company in Instrument Number 201502250003370;

Thence North 86° 10' 34" West with the south line of said 11.948 acre tract, and the south line of said 12.414 acre, and the north line of said 11.495 acre tract a distance of 627.29 feet to a point on the southwest corner of said 12.414 acre tract, said point also being on the southeast corner of a 26.335 acre tract as conveyed to COI New Albany 315 LLC in Instrument Number 202106030016710;

Thence North 03° 21' 00" East with the west line of said 12.414 acre tract and the east line of said 26.335 acre tract, passing a ¼ inch iron pipe found at 1.76 feet and an iron pin set at 1661.43 feet, a total distance of 1691.43 feet to a point on the northwest corner of said 12.414 acre tract, said point being on the northeast corner of said 26.335 acre tract;

Thence South 86° 21' 38" East with the north line of said Lot 18, the centerline of right of way of Jug Street Road and the south line of a 41.761 acre tract as conveyed Pharmavite LLC, a California Limited Liability Company in Instrument Number 202210140024882 a distance of 626.77 feet to the True Point of Beginning, containing 24.362 acres more or less and subject to all covenants, easements and restrictions of record.

Bearings are based on the centerline of Jug Street Rd. (CR 22) and the north line of Lot 18 of Quarter Township 2 being South 86° 21' 38" East and were obtained through GPS observations using the Ohio State Plane Coordinate System, South Zone, North American Datum 1983 (2011) and are used to denote angles only.

All iron pins set are 5/8 inch diameter by 30 inch long rebars with plastic caps marked "STONE BOUNDARY".
Prior Instrument References as of the date this survey was prepared: Instrument Numbers 201803070004271 and
196801010004332.

This description is based on an actual field survey performed by or under the direct supervision of Jeffrey M. Baird,
PS, in September 2022.

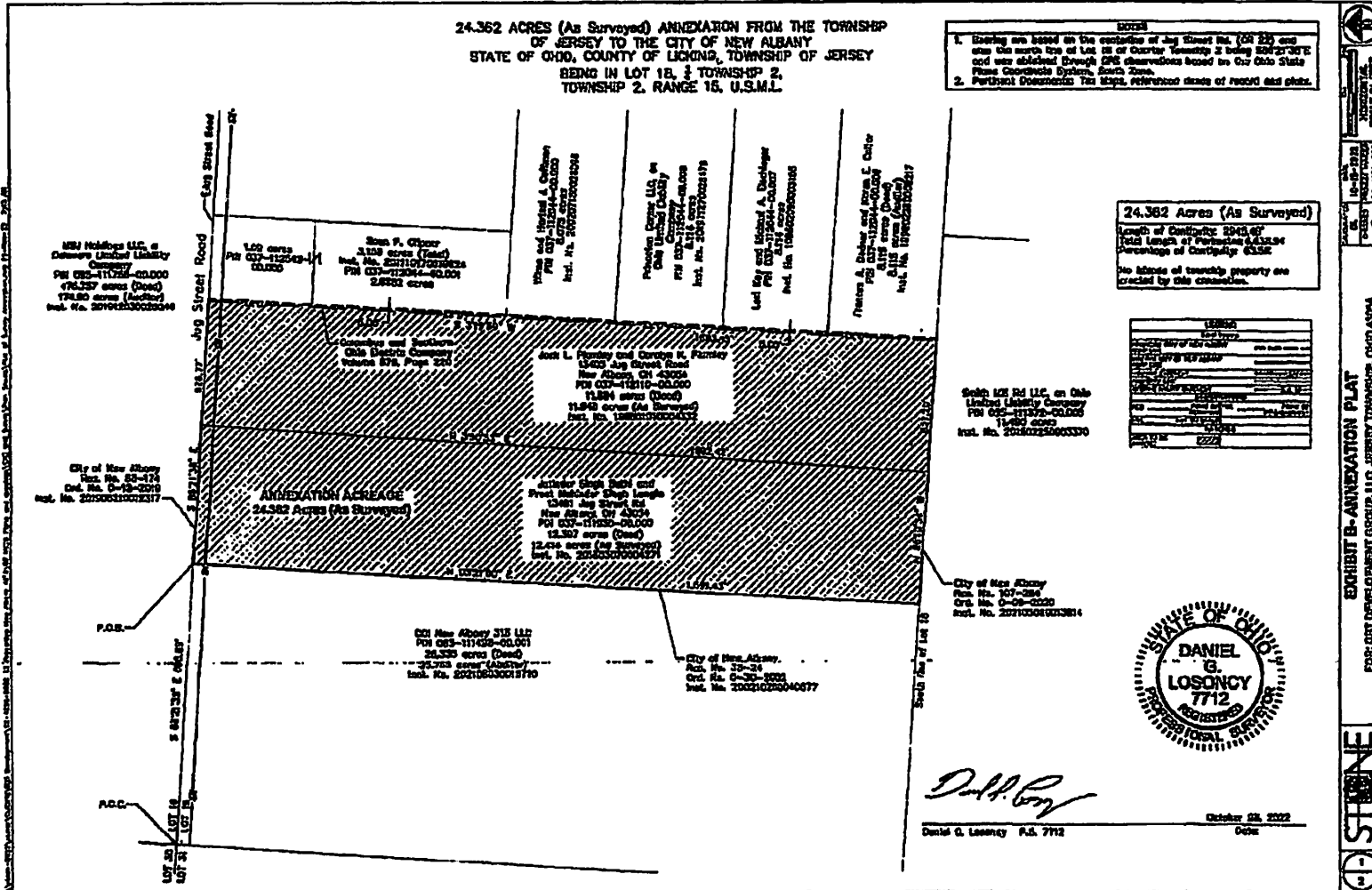
Jeffrey M Baird

Jeffrey M. Baird P.S. Number 8271

3/6/2023

Date





PLAT OF TERRITORY to be ANNEXED to the CITY OF NEW ALBANY
 STATE OF OHIO, COUNTY OF LICKING, TOWNSHIP OF JERSEY
 BEING IN LOT 18, $\frac{1}{4}$ TOWNSHIP 2,
 TOWNSHIP 2, RANGE 15, U.S.M.L.

Proposed Parcel Annexation
 of 24.382 acres to the City of New Albany

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

Agent for Petitioners _____

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

Board of Licking County Commissioners _____

Petition Received _____ 20_____

Petition Approved _____ 20_____

Licking County Commissioner _____

Licking County Commissioner _____

Licking County Commissioner _____

Transferred _____ 20_____ upon the duplicates of this office.

Containing 24.382 acres.

Transfer Fee _____

Licking County Auditor _____

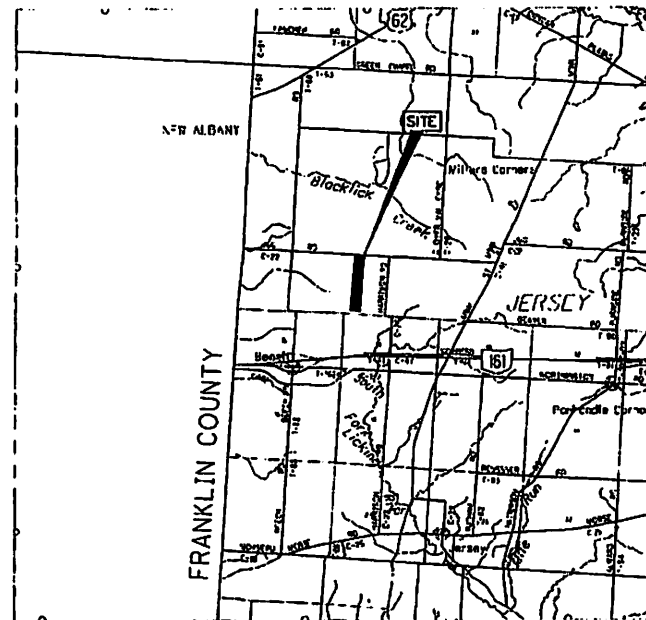
Received for Record _____ 20_____ at _____ (AM/PM) and
 recorded _____ 20_____ in plat ordinance, petition, etc. in plat
 book Volume _____ Page _____

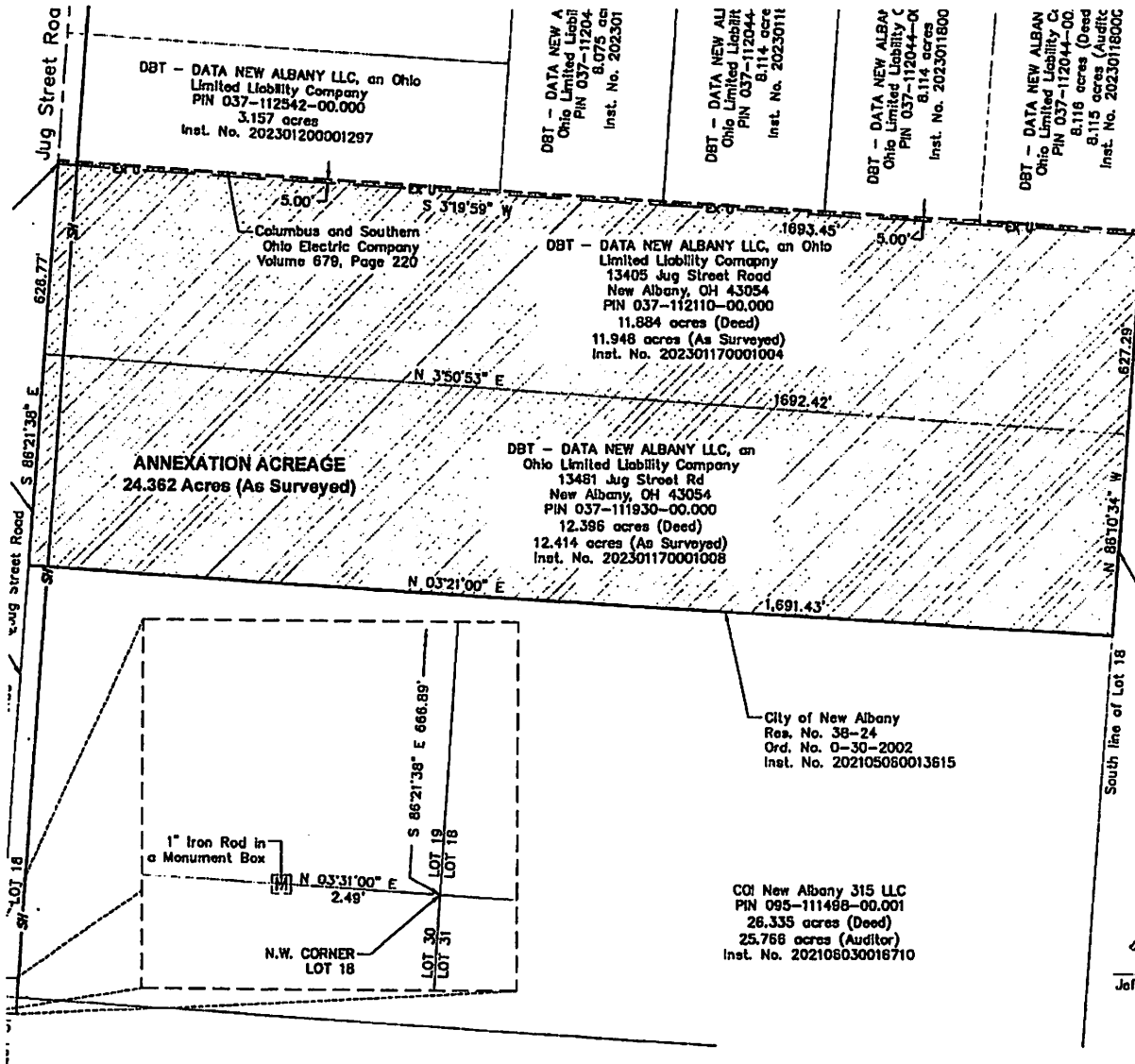
Plat Fee _____

Ordinance, etc. Fee _____

Licking County Recorder _____

The Council for the City of New Albany, Ohio, by ordinance No. _____
 Passed _____ 20_____ and approved by the Mayor on _____





24.362 Acres (As Surveyed)
 Length of Contiguity: 2945.49'
 Total Length of Perimeter: 4,638.94'
 Percentage of Contiguity: 63.5%
 No islands of township property are created by this annexation.

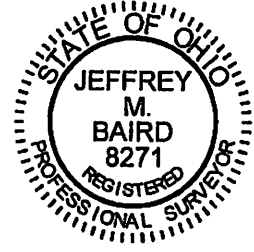
LEGEND	
LINE TYPES	
PROPOSED CITY OF NEW ALBANY CORP. LINE	---
EXISTING CITY OF NEW ALBANY CORP. LINE	---
INDUSTRY EASEMENT	---
PROPERTY LINE	---
EXISTING UTILITY EASEMENT	---
ABBREVIATIONS	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
NTS	NOT TO SCALE
MATCHES	
AREA TO BE ANNEXED	[Shaded Box]

Smith Mill Rd LLC, an Ohio Limited Liability Company
 PIN 095-111372-00.008
 11.485 acres
 Inst. No. 201502250003370

City of New Albany
 Res. No. 107-284
 Ord. No. 0-09-2020
 Inst. No. 200402110004827

City of New Albany
 Res. No. 38-24
 Ord. No. 0-30-2002
 Inst. No. 202105060013615

COI New Albany 315 LLC
 PIN 095-111498-00.001
 26.335 acres (Deed)
 25.768 acres (Auditor)
 Inst. No. 202106030016710



Jeffrey Baird

Jeffrey M. Baird P.S. 8271

March 6, 2023
 Date:



ORDINANCE O-92-2023

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 60.41 +/- ACRES FROM JERSEY TOWNSHIP, LICKING COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Jackson B. Reynolds III, agent for petitioner, with the Licking County Board of Commissioners on June 8, 2023, and

WHEREAS, the foregoing Resolution #119-217 of the Licking County Commissioners granting the petition was delivered to the City of New Albany on June 23, 2023, and more than sixty (60) days have elapsed since the foregoing resolution and transcript was transmitted to the City of New Albany, and

WHEREAS, pursuant to City of New Albany Resolution R-37-2021, signed on August 9, 2021, and Resolution R-36-2015, signed August 4, 2015, the New Albany City Manager was authorized to enter into a Roadway Maintenance Agreement with the Licking County Board of Commissioners for the maintenance of sections of roadways impacted by this annexation, and

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

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

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

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

Section 1: The application of property owners set forth in Licking County requesting the annexation of 60.41 +/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

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

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

Section 3: Council of the City of New Albany hereby accepts the annexation of a 60.41 +/-acre tract, situated in Jersey Township, Licking County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

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

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Legislation dates:	
Prepared:	08/17/2023
Introduced:	09/05/2023
Revised:	
Adopted:	
Effective:	

Benjamin S. Albrecht
Law Director

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

I certify that copies of Ordinance **O-92-2023** were posted in accordance with Article VI, Section 6.12 of the Charter of the City of New Albany, for 30 days starting on _____, 2023.

Jennifer Mason, Clerk of Council

Date

**PROPOSED ANNEXATION OF
60.41± ACRES**

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>[Signature]</i>	
DATE: 4-11-23	

FROM: TOWNSHIP OF JERSEY

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lots 17 and 18, Quarter Township 2, Township 2, Range 15, United States Military District, and being all of that 3.157 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301200001297, those 1.09 acre and 2.086 acre tracts conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001108, that 1.010 acre tract and that 5.132 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001079, that 1.010 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001087, that 2.000 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001112, that 3.555 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001048, that 3.313 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001047, that 8.075 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301170001013, that 8.114 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001082, that 8.114 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001080, that 8.116 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001066, and those 2.376 acre and 3.000 acre tracts conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001081, (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING at the centerline intersection of Jug Street Road with Harrison Road, being in the existing City of New Albany corporation line as established by Ordinance Number O-12-2019, of record in Instrument Number 201906210012317, Ordinance Number O-11-2022, of record in Instrument Number 202205120011951, and Ordinance Number O-31-2015, of record in Instrument Number 201601070000270;

Thence South 03° 19' 26" West, with the centerline of said Harrison Road and said existing City of New Albany corporation line (O-31-2015), a distance of 1898.03 feet to the southeasterly corner of said 3.000 acre tract, being an angle point in that existing City of New Albany corporation line, as established by Ordinance Number O-28-2016, of record in Instrument Number 201612050026924;

Thence North 86° 14' 17" West, with the southerly line of said 3.000 acre tract and said existing corporation line (O-28-2016), a distance of 653.56 feet to a point;

Thence North 86° 15' 30" West, with the southerly line of said 2.376 acre tract and continuing with said corporation line (O-28-2016), a distance of 74.54 feet to a point;

Thence North 85° 54' 17" West, with said southerly line and said corporation line (O-28-2016), a distance of 442.57 feet to a point at the southwesterly corner of said 2.376 acre tract, being an angle point in the existing City of New Albany corporation line, as established by Ordinance Number O-30-2002, of record in Instrument Number 200210280040677;

Thence North 03° 34' 06" East, with the westerly line of said 2.376 acre tract and with said existing corporation line (O-30-2002), a distance of 200.39 feet to a point in the southerly line of said 8.116 acre tract;

Thence North 85° 56' 42" West, with said southerly line and said existing corporation line (O-30-2002), a distance of 244.30 feet to a point;

Thence North 03° 20' 04" East, with the westerly lines of said 8.116 acre, 8.114 acre (I.N. 202301180001080), 8.114 acre (I.N. 202301180001082), 8.075 acre, and 3.157 acre tracts, a

**PROPOSED ANNEXATION OF
60.41± ACRES**

- 2 -

distance of 1690.77 feet to a point in the centerline of said Jug Street Road and in said existing City of New Albany corporation line (O-12-2019);

Thence South $86^{\circ} 21' 46''$ East, with said centerline and said existing corporation line (O-12-2019), a distance of 1413.75 feet to the POINT OF BEGINNING, containing 60.41 acres, more or less.

This description is for annexation purposes only and should not be used for transfer.

Total perimeter of annexation area is 6617.91 feet, of which 4927.14 feet is contiguous with the City of New Albany by Ordinance Numbers O-11-2022, O-12-2019, O-28-2016, O-31-2015, and O-30-2002, giving 74.5% perimeter contiguity.

This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



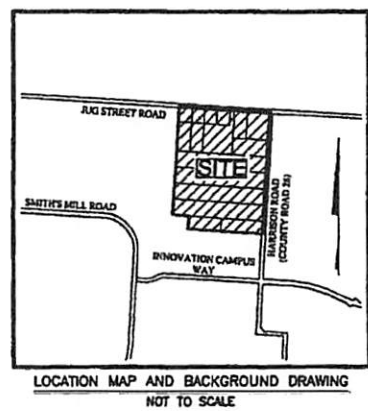
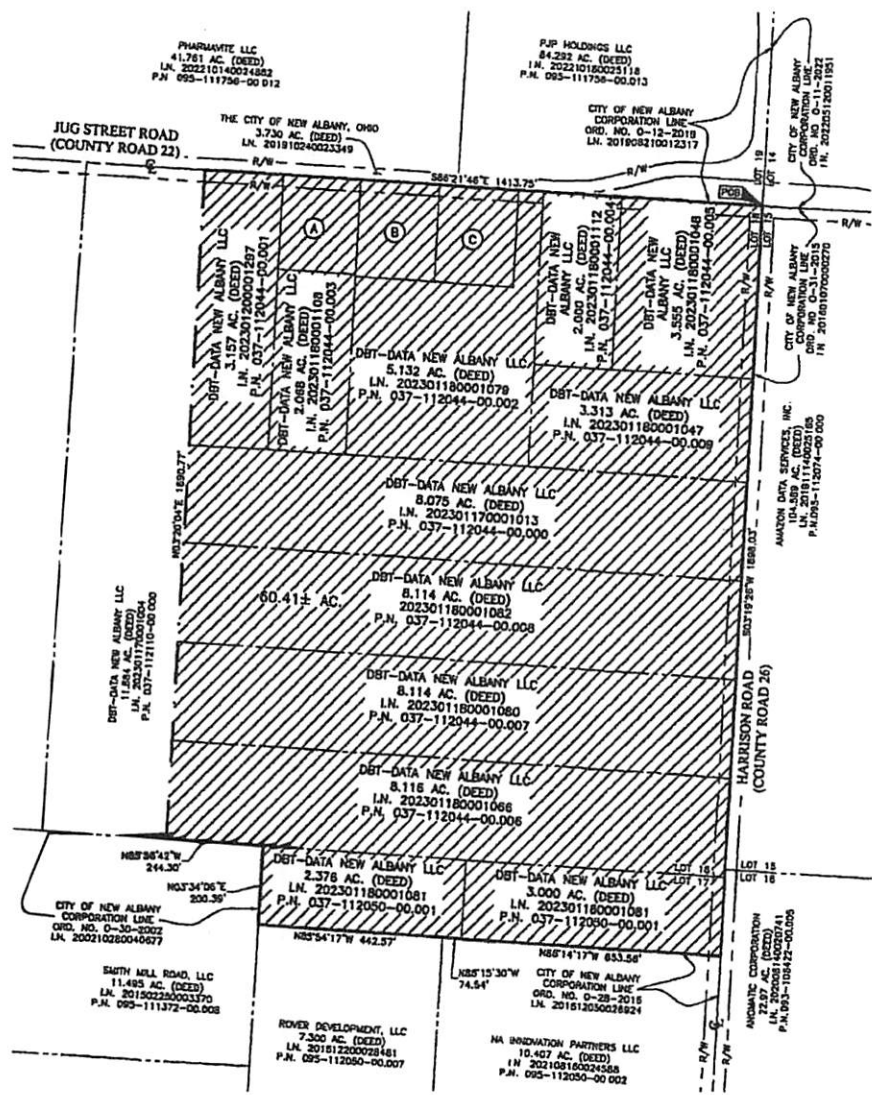
EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

4/10/23
Date

PROPOSED ANNEXATION OF 60.41± ACRES TO THE CITY OF NEW ALBANY FROM TOWNSHIP OF JERSEY

LOTS 17 & 18, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



Proposed Annexation
of 60.41± acres to the City of New Albany

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

Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20____

Petition Approved _____, 20____

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

Containing _____ acres.

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

Plat Fee _____

Ordinance, etc. Fee _____

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



By Heather L. King 4/16/23
Heather L. King
Professional Surveyor No. 8307
hking@emht.com Date

AREA TO BE ANNEXED

PROPOSED CITY OF NEW ALBANY CORPORATION LINE

EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 6617.91 feet, of which 4927.14 feet is contiguous with the City of New Albany by Ordinance Numbers O-11-2022, O-12-2019, O-28-2016, O-31-2015, and O-30-2002, giving 74.5% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

- (A) DBT-DATA NEW ALBANY LLC
1.09 AC. (DEED)
L.N. 202301180001108
P.N. 037-112044-01.000
- (B) DBT-DATA NEW ALBANY LLC
1.010 AC. (DEED)
L.N. 202301180001079
P.N. 037-112044-03.000
- (C) DBT-DATA NEW ALBANY LLC
1.010 AC. (DEED)
L.N. 202301180001087
P.N. 037-112044-02.000

EMHT		Date: March 31, 2023
Evanston, Massachusetts, Haverhill & Tilton, Pa. Engineers • Surveyors • Planners • Architects 200 New Albany Road, Columbus, OH 43264 Phone: 614.771.4200 Fax: 614.771.4200		Scale: 1" = 200'
Job No: 2022-1049		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION



ORDINANCE O-93-2023

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 5.916+/- ACRES OF LAND LOCATED AT 6455 WEST CAMPUS OVAL, FROM OFFICE CAMPUS DISTRICT (OCD) TO INFILL PLANNED UNIT DEVELOPMENT (I-PUD) FOR AN AREA TO BE KNOWN AS THE "CENTRAL COLLEGE OFFICE ZONING DISTRICT" AS REQUESTED BY NDA OHIO LLC, C/O AARON UNDERHILL

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

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

WHEREAS, pursuant to the application by NDA Ohio LLC, c/o Aaron Underhill, Esq., the Rocky Fork-Blacklick Accord Panel and New Albany Planning Commission have reviewed the proposed ordinance amendment and recommended its approval unanimously.

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

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

- A. A 5.916+/- acre site within Franklin County, located at 6455 West Campus Oval from its current zoning of Office Campus District (OCD) to Infill Planned Unit Development (I-PUD).
- B. The zoning district's limitation text and boundary map are hereby attached and marked Exhibit A.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	08/22/2023
Introduced:	09/05/2023
Revised:	
Adopted:	
Effective:	

PROPOSED

**CENTRAL COLLEGE OFFICE DISTRICT
INFILL PLANNED DEVELOPMENT (I-PUD)
DEVELOPMENT STANDARDS TEXT**

August 24, 2023

I. Summary: The property which is the subject of this text consist of 5.9+/- acres located to the northwest of and adjacent to the intersection of New Albany Road East and Central College Road. It has recently been developed with an office building consisting of 46,080+/- gross square feet of floor area which is unoccupied and is zoned with the OCD, Office Campus District classification under the City's Codified Ordinances. This zoning classification permits a range of office uses, a select group of other uses, and allows a list of allowable conditional uses (subject to review and approval of Planning Commission) which include, but are not limited to, research and development, hotels, and educational institutions.

The property owner, Medical Center of New Albany LLC, has received interest from a company that would bring a state-of-the-art veterinary hospital as the sole occupant of the recently constructed office building. Veterinary hospitals are not listed as permitted or conditional uses in the OCD zoning category. The purpose of this rezoning of the property to an I-PUD classification is to allow for this use in addition to those in the OCD classification and to establish development standards that will apply to this new district.

II. Development Standards: Unless otherwise specified in the submitted drawings or in this written text, the provisions of City of New Albany Codified Ordinances shall apply to this zoning district. The standards and requirements of Chapter 1144, OCD, Office Campus District shall apply to this zoning district. In the event of a conflict between this text or the submitted drawings and a specific provision of the Codified Ordinances, this text and/or the drawings shall govern.

III. Uses:

A. Permitted uses in this zoning district shall include:

1. The permitted uses set forth in Codified Ordinances Section 1144.02 (Office Campus District).

2. Veterinary offices and veterinary hospitals, not including facilities for outside boarding or exercising of animals. These uses shall not be permitted to serve large animals as patients.

3. Research and development uses associated with a veterinary office and/or veterinary hospital.

B. The conditional uses listed in Codified Ordinances Chapter 1144.03 (Office Campus District) shall be conditional uses in this I-PUD, subject to review and approval in accordance with the procedures set forth in Codified Ordinances Chapter 1115.

IV. **Limitations on Veterinary Office and Animal Hospital Uses:** The following limitations shall apply to veterinary office and animal hospital uses:

A. **No Outdoor Activities:** No exercising of animals shall be permitted outside of a fully enclosed primary (not accessory) structure.

B. **No Boarding:** No overnight boarding of animals or any animal daycare uses shall be permitted, except that overnight boarding of animals within a fully enclosed structure shall be permitted for the sole purpose of allowing an animal to recover from a medical procedure or to undergo treatment of a health condition.

V. **Final Development Plan:** Due to the fact that this zoning district has recently been developed in accordance with permits issued by the City and meets the requirements of the OCD, Office Campus District under the Codified Ordinances, there shall be no requirement for the review and approval of a final development plan application for the site in its present condition. The plans that were approved by the City in *Commercial New Building Permit Number PRBCN-2021-0322* shall constitute the approved final development plan for this zoning district. Should the property owner or another applicant desire to modify those plans in accordance with applicable portions of the Codified Ordinances and this text, it shall be allowed to do so after filing for and being issued applicable permits. If the proposed modification to an approved final development plan seeks variances from the Codified Ordinances or this text, then an amended final development plan application shall be required to be filed for review and approval in accordance with the procedures for I-PUDs as set forth in the Codified Ordinances.

- SITE NOTES**
1. ALL DIMENSIONS AND INCH ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL PRIVATE PAVEMENT MARKINGS SHALL BE WHITE UNLESS OTHERWISE NOTED.
 3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND SHOWN UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
 4. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY REGULATIONS AND CODES AND DEIRMA STANDARDS.
 5. CURB SHOULDER NOT LABELED ARE 3' UNLESS OTHERWISE SHOWN OR ONE-HALF THE WIDTH OF CURB CROWN.

SITE STATISTICS

GENERAL

ZONING CLASSIFICATION: OGD
 TOTAL SITE ACREAGE: 5.918 ACRES

BUILDING

PROPOSED USE: MEDICAL BUILDING
 PROPOSED SIZE: 46,000 TOTAL SQ. FT.

PARKING

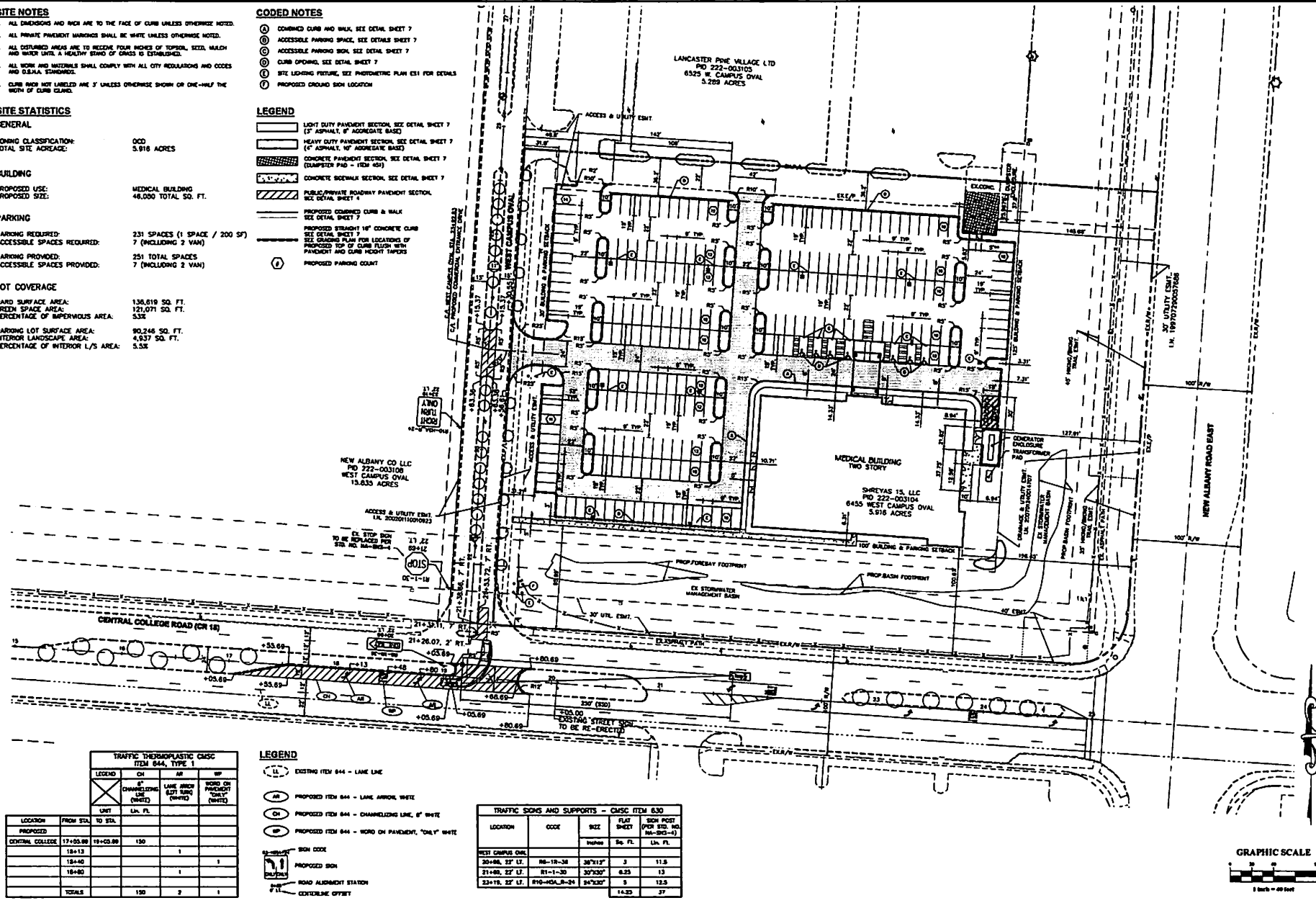
PARKING REQUIRED: 231 SPACES (1 SPACE / 200 SF)
 ACCESSIBLE SPACES REQUIRED: 7 (INCLUDING 2 VAN)
 PARKING PROVIDED: 251 TOTAL SPACES
 ACCESSIBLE SPACES PROVIDED: 7 (INCLUDING 2 VAN)

LOT COVERAGE

HARD SURFACE AREA: 136,619 SQ. FT.
 GREEN SPACE AREA: 121,071 SQ. FT.
 PERCENTAGE OF IMPERVIOUS AREA: 53%

PARKING LOT SURFACE AREA: 90,248 SQ. FT.
 INTERIOR LANDSCAPE AREA: 4,837 SQ. FT.
 PERCENTAGE OF INTERIOR L/S AREA: 5.3%

- CODED NOTES**
- ① COMBINED CURB AND WALK, SEE DETAIL SHEET 7
 - ② ACCESSIBLE PARKING SPACE, SEE DETAIL SHEET 7
 - ③ CURB OPENING, SEE DETAIL SHEET 7
 - ④ SITE LIGHTING FIXTURE, SEE PHOTOGRAPHIC PLAN EST FOR DETAILS
 - ⑤ PROPOSED GROUND SIGN LOCATION
- LEGEND**
- LIGHT DUTY PAVEMENT SECTION, SEE DETAIL SHEET 7 (7" ASPHALT, 6" AGGREGATE BASE)
 - ▨ HEAVY DUTY PAVEMENT SECTION, SEE DETAIL SHEET 7 (7" ASPHALT, 10" AGGREGATE BASE)
 - ▩ CONCRETE PAVEMENT SECTION, SEE DETAIL SHEET 7 (DAMPENED PAD - 12" MIN 40)
 - ▧ CONCRETE SIDEWALK SECTION, SEE DETAIL SHEET 7
 - ▦ PUBLIC/PRIVATE ROADWAY PAVEMENT SECTION, SEE DETAIL SHEET 7
 - PROPOSED COMBINED CURB & WALK, SEE DETAIL SHEET 7
 - PROPOSED STRAIGHT 18" CONCRETE CURB, SEE DETAIL SHEET 7
 - SEE GRADING PLAN FOR LOCATIONS OF PROPOSED TOP OF CURB FINISH WITH PAVEMENT AND CURB HEIGHT TAPERS
 - PROPOSED PARKING COUNT



DATE PREPARED BY: [Blank]
 DATE PREPARED FOR: [Blank]
 ADVANCED CIVIL DESIGN
 101 Main Street, Suite 101
 Columbus, Ohio 43215
 614.441.1776
 614.441.1778

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO
 LOT 15, QUARTER TOWNSHIP 1, TOWNSHIP 1, USIA
PRIVATE SITE IMPROVEMENT PLAN
 FOR
MEDICAL CENTER OF NEW ALBANY
 SITE DIMENSION PLAN

Date: 04/22/2011
 Scale: 1" = 40'
 Drawn By: OLE
 Checked By: BOO
 Project Number: 18-0001-983
 Drawing Number: 9/21

TRAFFIC THERMOPLASTIC CHSIC ITEM 644, TYPE 1

LOCATION	FROM STA.	TO STA.	CH	HW	WORD ON PAVEMENT TOP (WHITE)
PROPOSED					
CENTRAL COLLEGE	17+00.89	18+05.89	130	1	
	18+13				
	18+40				
	18+80				
TOTALS			130	2	1

- LEGEND**
- EXISTING ITEM 644 - LANE LINE
 - PROPOSED ITEM 644 - LANE ARROW, WHITE
 - PROPOSED ITEM 644 - CHANNELLING LINE, 6" WHITE
 - PROPOSED ITEM 644 - WORD ON PAVEMENT, "ONLY" WHITE
 - SIGN CODE
 - PROPOSED SIGN
 - ROAD ALIGNMENT STATION
 - CENTERLINE OFFSET

TRAFFIC SIGNS AND SUPPORTS - CHSIC ITEM 630

LOCATION	CODE	SIZE	SHEET	BOX POST (OVER STD. NO. 88-303-4)	BOX POST (INCHES)	BOX POST (SQ. FT.)	BOX POST (LIN. FT.)
WEST CAMPUS OVAL							
20+88, 22' L2	R6-18-38	36"X12"	3	11.5			
21+80, 22' L2	R1-1-30	30"X30"	6.25	13			
22+18, 22' L2	R16-45A_R-24	24"X30"	5	12.5			
			14.25	37			





RESOLUTION R-36-2023

A RESOLUTION TO APPROVE A FEE PAYMENT IN LIEU OF LEISURE TRAIL CONSTRUCTION IN ACCORDANCE WITH CODIFIED ORDINANCE CHAPTERS 1165.06 AND 1187.18 ALONG HARRISON ROAD AS PART OF THE META DATA CENTER DEVELOPMENT PROJECT AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, codified ordinance chapter 1165.06(b) requires the developer/owner to provide and pay the entire cost of improvements to land including construction of leisure trails; and

WHEREAS, codified ordinance chapter 1165.06(c) allows for a fee-in-lieu of construction of a required leisure trail where special circumstances exist; and

WHEREAS, codified ordinance chapter 1187.18 sets forth the criteria for approval by which council may approve a fee-in-lieu of leisure trail construction and a calculation to determine the fee payment; and

WHEREAS, the city staff sponsors a request to pay a fee-in-lieu of construction for a leisure trail along Harrison Road as part of the continued construction of the Meta data center campus in Licking County; and

WHEREAS, staff has determined there is sufficient right-of-way dedicated in order for the city to complete the trail construction at some time in the future if deemed appropriate.

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

Section 1: Council hereby agrees that the developer/owner has proven that the construction of the leisure trail is not appropriate due to one of the following conditions outlined in chapter 1187.18 of the codified ordinances:

- a. Leisure trail construction is impracticable due to topographical conditions or site constraints;
- b. Leisure trail does not exist in the area, there is not a likelihood for sidewalks and/or trails to be constructed in the near future, and that a fee in-lieu would better serve the community than a sidewalk or trail installed at the required location.

Section 2. Council hereby adopts a motion establishing a priority for a fee payment in lieu of leisure trail construction for the subject property.

Section 3. Council hereby approves a recommendation from the city engineer regarding the calculation of the fee and, in accordance with codified ordinance chapter 1187.18(e), requires that permits for construction or improvements will not be issued by the municipality for the subject development until the fee payment is received.

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin Albrecht
Law Director

Legislation dates:

Prepared:	08/18/2023
Introduced:	09/05/2023
Revised:	
Adopted:	
Effective:	



RESOLUTION R-37-2023

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL CONTRACTS FOR THE PURCHASE AND UPFITTING OF A NEW SHUTTLE BUS AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, Council desires to make capital equipment investments as necessary to support SmartRide New Albany, a last mile shuttle service that supports businesses and employees in the international business park;

WHEREAS, the city owns two 15-passenger shuttles that are nearing the end of their useful life; and

WHEREAS, the city desires to purchase a 23-passenger shuttle to support the expanded SmartRide service schedule and continued employment growth within the business park; and

WHEREAS, the need for the 23-passenger shuttle bus is time sensitive and necessary to support the expanded daily operations of SmartRide New Albany; and

WHEREAS, due to the current economic conditions and supply chain constraints, shuttle bus availability is generally limited to dealer stock; and

WHEREAS, the city has solicited pricing from 18 vendors and determined that only 4 of the vendors solicited have current inventory; and

WHEREAS, the city desires to waive competitive bidding in order to take advantage of the vendors current inventory; and

WHEREAS, the total cost of the 23-passenger shuttle and upfitting shall not exceed \$140,000; and

WHEREAS, funding for the purchase and upfitting of the 23-passenger shuttle bus is available within the capital equipment fund.

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

Section 1. The city manager is hereby authorized and directed to execute all contracts for the purchase and upfitting of a new shuttle bus.

Section 2. Council hereby waives competitive bidding pursuant to Section 9.04 of the New Albany Charter, for the reasons set forth in the "Whereas" clauses set forth above.

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 council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	08/28/2023
Introduced:	09/05/2023
Revised:	
Adopted:	
Effective:	



RESOLUTION R-38-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH THE NEW ALBANY JOINT PARK DISTRICT TO EXPAND THE DISTRICT'S USE OF SWICKARD WOODS PARK TO ACCOMMODATE ADAPTIVE SPORTS FACILITIES

WHEREAS, on April 2, 2018, the City of New Albany entered into a 10-year ground lease of approximately 2.75 +/- acres of the 5.79 +/- acre Swickard Woods Park with the New Albany Plain Local Joint Park District for the purpose of developing the New Albany Miracle Field and its related programs; and

WHEREAS, on January 19, 2021, via Resolution R-05-2021, council approved an extension of that lease from 10 to 20 years to facilitate a \$150,000 Mirolo Foundation grant that would support the construction of the Miracle Field; and

WHEREAS, the city and the Joint Park District wish to amend the existing lease to include the remaining acreage in order to facilitate the development of adaptive sports facilities for New Albany area residents with disabilities; and

WHEREAS, upon entering into the amended lease, the Joint Park District will enter into an agreement with Adaptive Sports Connection to provide for the construction of adaptive sports facilities; and

WHEREAS, the city has been a leading supporter of the New Albany Miracle League through the contribution of land, the construction of infrastructure, and the solicitation of state Capital Grant funds.

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

Section 1. The city manager is hereby authorized to execute an amendment to the existing lease agreement with the New Albany Joint Park District in a form substantially similar to Exhibit A attached hereto.

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 121.22 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	08/28/2023
Introduced:	09/05/2023
Revised:	
Adopted:	
Effective:	

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made effective _____, 2023 (the “Effective Date”), by and between the City of New Albany, Ohio, an Ohio municipal corporation (“Landlord” or “City”) and New Albany Plain Local Joint Park District (“Tenant” or “JPD”). For purposes of this Second Amendment, Landlord and Tenant shall collectively be referred to as “the Parties.” To the extent that terms are not defined herein, they shall have the same meaning as set forth in the Lease Agreement previously signed by the parties in or around April of 2018 and amended in or around January 2021.

WHEREAS, Landlord and Tenant previously entered into a Lease Agreement regarding a tract of land known as “Swickard Woods;”

WHEREAS, Landlord is the fee owner of a certain tract of real property consisting of approximately five and seventy-nine hundredths +/- (5.79+/-) acres situated in the City of New Albany, County of Franklin, State of Ohio, which is more particularly described by the Franklin County Auditor as parcel number _____ on Exhibit A, attached hereto and made a part hereof. Said real property shall hereinafter be referred to as the “Premises” or “Property;”

WHEREAS, Landlord and Tenant desire to modify their existing Lease Agreement so that the entire 5.79+/- acres are leased by Landlord to Tenant;

WHEREAS, the purpose of the Lease Agreement is to permit Tenant to maintain and improve park amenities and facilities on the Premises consistent with the terms set forth in the Lease Agreement;

WHEREAS, the Lease Agreement was amended by the parties in or around January 2021 in order to facilitate the development and operation of New Albany Miracle Field;

WHEREAS, Tenant approached Landlord regarding its desire to sublease a portion of the Premises to Adaptive Sports;

WHEREAS, Landlord anticipates Tenant shall work with Adaptive Sports for the purpose of providing programming within the community;

WHEREAS, Landlord and Tenant have agreed to modify the Lease Agreement in order to allow Tenant to sublease a portion of the Premises to Adaptive Sports, so that additional programming may be offered within the community;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties hereby agree in this Second Amendment as follows:

SECTION 1. PREMISES The Premises to be leased by Landlord to Tenant shall be modified to include the entirety of the 5.79 +/- acres depicted on Exhibit A, attached. The Premises are Leased by Landlord to Tenant in consideration of Tenant's design, construction, operation of improvements and commitment to continue to adhere to the terms of the Lease Agreement and any Amendments.

SECTION 2. TERM The term of the Lease Agreement shall be amended as follows:

The terms of the lease shall be extended for a period of twenty (20) years from the effective date of this Second Amendment. The twenty (20) year extension shall commence upon the later date of execution of this Second Amendment by either the Landlord or Tenant.

SECTION 10. SUBLEASE OR ASSIGNMENT Tenant shall have the limited ability to sublet a portion of the Premises to Adaptive Sports ("Sublessee") consistent with the boundaries set forth in the survey attached as Exhibit B. Specifically, Tenant shall be permitted to sublease _____ acres to Sublessee consistent with the depiction of Exhibit B. It is recognized by Landlord that Tenant and Sublessee shall work collectively to develop programming on the Premises for the community in a manner consistent with the terms of the Lease Agreement and any Amendments thereto.

Although Tenant may sublease a portion of the Premises to Sublessee, it is expressly understood by Tenant that all terms of the Lease Agreement and responsibilities of Tenant shall continue, including but not limited to, Landlord consent related to the Construction of Improvements, Use and Occupancy, and Alterations to the Premises.

Except as provided for herein, Tenant covenants and agrees it shall not assign or sublet any further portion of the Premises.

SECTION 20. DEFAULT Landlord and Tenant agree to modify the terms of Section 20. Default, Para. (b), Remedies to include the following additional references and remedies for Landlord:

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

(v.) If Tenant defaults under any of its obligations to Landlord, then Landlord is authorized, at its option, to collect all sublease rents directly from the Sublessee. Tenant hereby assigns the right to collect the sublease rents to Landlord in the event of Tenant default. The collection of sublease rents by Landlord shall not relieve Tenant of its obligations under this Lease, nor shall it create a contractual relationship between Sublessee and Landlord or give Sublessee any greater estate or right to the Premises than contained in its Sublease.

SECTION 22. LIABILITY OF LANDLORD: EXCULPATION Landlord and Tenant agree to modify Section 22. Liability of Landlord: Exculpation of the Lease Agreement to include “Sublessee of Tenant” or “Adaptive Sports” in the listing of entities/individuals to whom Landlord is not liable for damages, except for damages resulting from the negligent, reckless or willful misconduct of Landlord, its agents or employees.

All Other Provisions All other provisions of the Lease Agreement, and any effective Amendment thereto, unless explicitly modified herein shall continue as previously agreed to by the parties.

Representations, Warranties and Covenants of the Landlord Landlord hereby affirms and restates any and all representations, warranties and covenants made to Tenant in the Lease Agreement and that the same are true and accurate as of the Effective Date of this Second Amendment. Landlord further represents and warrants that it has the full power and authority to enter into this Second Amendment, to perform its obligations hereunder, whereupon this Second Amendment became, and is, a valid, binding obligation and enforceable against Landlord in accordance with these terms.

General Representations of Tenant Tenant hereby affirms and restates any and all representations, warranties and covenants made to Landlord in the Lease Agreement and that the same are true and accurate as of the Effective Date of this Second Amendment. Tenant hereby represents and warrants that it has the full power and authority to enter into this Second Amendment and to perform its obligations hereunder, whereupon this Second Amendment became, and is, a valid and binding obligation, enforceable against Tenant in accordance with its terms.

Amendment Prevails Except as expressly modified herein, all the terms, provisions and conditions of the Lease Agreement are hereby ratified and shall remain in full force and effect. In the event of any conflict between the terms of this Second Amendment and the terms of the Lease Agreement, or any other Amendment to the Lease Agreement, the terms of this Second Amendment are paramount and shall control and the Lease Agreement shall be construed accordingly.

Counterparts This Second Amendment may be executed in any number of counterparts, each of which when so executed and delivered (by electronic means or otherwise) shall be deemed an original, and it shall not be necessary in making proof of this Second Amendment to produce or account for more than one such fully executed counterpart.

Entire Agreement This Second Amendment, including the Exhibit(s), hereto, sets forth the entire Agreement between the Parties with respect to the amendment of the Lease Agreement. Any prior conversations and writings are merged herein and extinguished. Except as modified herein, all terms of and responsibilities set forth in the Lease Agreement continue.

[Signature page follows]

FOR TENANT

NEW ALBANY PLAIN LOCAL
JOINT PARK DISTRICT

By: _____

Accepted by:

By: _____

FOR LANDLORD

THE CITY OF NEW ALBANY

By: _____

Approved as to Form:

By: _____

NOTARY INFORMATION TO BE ADDED