



City of Pataskala Planning & Zoning Department
Scott Fulton, Director of Planning
Director of Planning's Report to Council

Current Projects

➤ **Planning and Zoning Commission**

May 5, 2021 Hearing: The following applications are scheduled to be heard at the May 5, 2021 Planning and Zoning Commission hearing:

- Application PP-21-001: James T. Watkins, P.E. is requesting approval of a Preliminary Plan pursuant to Section 1113.11 of the Pataskala Code for 255 lot subdivision on the properties located at 0 Hazelton-Etna Road (PID 255-067746-00.000, 255-069066-00.005 and 255-069072-00.000) (Fannin & Deagle).
- Application REP-21-002: Anthony Ransom/TR Craft, LLC is requesting approval of a Replat pursuant to Section 1113.48 of the Pataskala Code for four (4) lots on East Avenue.

➤ **Board of Zoning Appeals**

May 11, 2021 Hearing: The following applications are scheduled to be heard at the May 11, 2021 Board of Zoning Appeals hearing:

- Application AP-21-001: TS Tech USA is requesting an appeal pursuant to Section 1211.03 of the Pataskala Code for a driveway permit application for the property located at 6630 Taylor Road SW. *(Tabled April 13, 2021).*
- Application VA-21-017: Roger Coulson is requesting variances from Sections 1221.05(D)(1) and 1221.05(B)(1) of the Pataskala Code to allow for the construction of an accessory building that would exceed the maximum permitted size and would be located in front of a principal structure for the property located at 35 Broad Street SW.
- Application VA-21-018: Arica McKenzie is requesting a variance from Section 1279.03 of the Pataskala Code to allow for the construction of a fence that would exceed the maximum permitted height in front of a principal structure on the property located at 124 Lincoln Street.
- Application VA-21-018: Donald Walaszek is requesting approval of variances from Section 1225.0(C)(3) to allow for the construction of a Single-Family Home that will not meet the required rear yard setback and Section 1221.05(D)(1) for an existing Accessory Building to be in front of the primary structure for the property located at 3671 Headleys Mill Road SW.

- Application CU-21-001: Mount Carmel Health Systems is requesting a conditional use pursuant to Section 124904(17) of the Pataskala Code to allow for a primary care medical office for the property located at 370 East Broad Street
- Application CU-21-002: Ice Queens of Smith's Mill, LLC is requesting a Conditional Use pursuant to Section 1249.04(18) of the Pataskala Code for a restaurant with a drive-thru facility for the property located at 15000 East Broad Street.

➤ **Forest Ridge (Fannin & Deagle)**

- At the April 19, 2021 Council meeting the question was posed as to the maximum number of lots permitted based upon the pre-annexation agreement.
- Per the pre-annexation agreement (attached) the project was permitted "approximately 243, more or less, single-family lots".
- The proposal is for 255 lots which, after speaking with the Law Director, meets the criteria for "approximately" as it is only over by five percent.

➤ **Comprehensive Plan Update**

- Staff and the Development Committee have determined the updates were made appropriately. At their March 16, 2021 meeting, the Development Committee passed a motion to bring the Comprehensive Plan to Council for consideration if all changes were made. Ordinance 2021-4392 is on the agenda for the adoption of the Comprehensive Plan.
- OHM has provided updates, staff and the Development committee are reviewing the document.
- The Development Committee reviewed a list of comments/questions at their March 16, 2021 meeting. Staff provided the list of revisions to OHM and hopes to have the updated plan by April 2, 2021 for review.
- A Development Committee is scheduled for March 16, 2021 to discuss the updates to the Comprehensive Plan.
- Staff has received the revised Comprehensive Plan and has begun review.
- The Development Committee discussed the next steps in the review process of the Comprehensive Plan at their meeting on January 25, 2021. OHM will revise the plan based upon the comments they received from the City and Montrose Group. OHM will then review the plan to determine no other corrections are necessary. These steps are to be completed by February 9, 2021. Staff will then meet with OHM to review the revised document.
- The Development Committee reviewed the updated copy of the Draft Comprehensive Plan on December 16, 2020 and determined additional corrections were necessary. The Development Committee instructed staff to review the Plan and provide a list of all necessary changes.
- OHM provided an updated copy of the Draft Comprehensive Plan, based upon comments from the Development Committee, on December 7, 2020.
- Staff submitted the revisions from Development Committee to OHM on November 2, 2020. OHM expects to have the revisions complete by the end of November or early December.

- The Development Committee discussed Parks and Recreation, the Future Land Use map and changes to date at their meeting on October 27, 2020.
- The Development Committee discussed Chapter 4 and 6 at their meeting on October 12, 2020.
- The Development Committee discussed Chapter 5 at their meeting on September 24, 2020.
- The Development Committee discussed Chapter 4 at their meeting on September 14, 2020.
- The Development Committee discussed Chapter 4 at their meeting on August 18, 2020.
- The Development Committee discussed Chapter 4 at their meeting on August 4, 2020.
- The Development Committee discussed Chapters 2 and 3 at their meeting on July 14, 2020.
- The Development Committee discussed Chapter 2 at their meeting on July 1, 2020.
- The Development Committee discussed Chapter 2 at their meeting on June 11, 2020.
- The Development Committee discussed Chapters 1 and 2 at their meeting on April 23, 2020.
- The Development Committee discussed a proposed OHM Contract (Resolution 2020-039) at their meeting on April 6, 2020 at 5:00pm
- A copy of the Future Land Use Map is on the wall in the Planning and Zoning Department to record any proposed changes from Council. Should a member of Council wish to make changes, please contact me to schedule a time.
- The Council Comprehensive Plan workshop was held on Monday, March 9, 2020 from 6pm to 8pm in Council Chambers and Council approved a motion to have the Draft reviewed by the Development Committee.
- OHM presented the draft comprehensive plan at the September 16, 2019 Council meeting at 7pm. Steering Committee members were present for questions.
- The Planning and Zoning Department received the updated draft based upon the comments of the Steering Committee meeting on April 29, 2019. The draft has been distributed to the Steering Committee for comment.
- The Steering Committee met on April 29, 2019 from 7pm to 9pm in Council Chambers to discuss the land use recommendations of the draft plan. This meeting was facilitated by the Planning and Zoning Department.
- The Steering Committee met on Thursday, February 28, 2019 from 7pm to 9pm in Council Chambers to discuss the feedback received on the draft comprehensive plan. This meeting was facilitated by the Planning and Zoning Department.
- The Planning and Zoning Department has compiled the public feedback on the draft comprehensive plan and presented it to the Steering Committee for consideration.
- Feedback on the draft comprehensive plan was open to the public from January 18, 2019 to February 18, 2019
- A draft copy of the plan has available on the Pataskala website since January 18, 2019.
- A Draft Plan Open House for community comments was held on Thursday, January 17, 2019 from 6-8pm in Council Chambers in City Hall.
- The fifth Comprehensive Plan Steering Committee meeting was held on November 1, 2018 from 7:00pm to 9:00pm in Council Chambers.
- The fourth Comprehensive Plan Steering Committee meeting was held on September 13, 2018 from 7:00pm to 9:00pm in Council Chambers.

- A special Council meeting was held on September 17, 2018 at 6:00pm where OHM provided an update on the progress of the Comprehensive Plan and answered questions from Council.
- The Comprehensive Plan Community Survey closed on August 20, 2018. The Survey received a total of 895 responses.
- The third Steering Committee meeting was held on Thursday, August 16 from 7:00pm to 9:00pm in Council Chambers.
- A second public input session was held on August 8, 2018 from 6-7:30pm at COTC.
- A Public Input session was held at the Pataskala Farmers Market on Friday, June 22 from 4pm to 7pm.
- Stakeholder interviews were held on Wednesday, June 20 from 9am to 1pm in Council Chambers.

➤ **312 Main Street**

- Staff mailed a Violation Letter and posted the notice of violation on the property on May 7, 2020.
- The property owner has submitted an approved abatement plan that will expire on November 18, 2020.
- The property owner has submitted a revised abatement plan that will expire on December 16, 2020.
- The property owner has submitted a revised abatement plan that expired on April 17, 2021.
- The property sold on April 16, 2021 and staff is working with the new owner to revise/create a new abatement plan.

➤ **11034 Broad Street**

- The Planning and Zoning Department received a resident complaint regarding the condition of this property on August 5, 2020.
- The Zoning Inspector is investigating the property as an Unsafe Structure pursuant to Chapter 1315 of the Pataskala Code and has provided notification to the property owner pursuant to Section 315.01 of the Pataskala Code.
- Because the written complain came from a resident, Council did not first need to direct the Zoning Inspector to investigate.
- The Planning and Zoning Department has also issued courtesy letters under Chapter 1223 – Distressed Properties.
- The property owner has supplied an abatement plan that has been approved by the Planning and Zoning Department that will expire of May 1, 2021.
- The building has been demolished and the property owner is in the process of removing the debris from the site.
- The demolition has been inspected and all violations have been abated.

➤ **Ordinance 2021-4392**

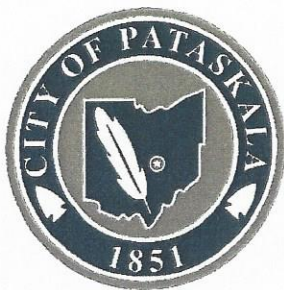
- Approval of this ordinance would adopt the updated Comprehensive Plan.
- At their March 16, 2021 meeting, the Development Committee passed a motion to bring the Comprehensive Plan to Council for consideration if all requested changes were made.
- Staff and the Development Committee have confirmed the requested changes have been made.

➤ **Ordinance 2021-4386**

- Reliable Pataskala, LLC is requesting to rezone the property located at 13850 Cleveland Road SW (Parcel No. 063-141150-00.000), totaling 18.44 ± acres, in the City of Pataskala from Medium-Low Density Residential (R-87) to Medium Density Residential (R-20).
- A Council public hearing was held on April 19, 2021 at 6:30pm.

➤ **Summit Road TIF**

- Staff met with the developer on April 23, 2021 to discuss revisions to the draft TIF agreement. Staff has forwarded those on to Mr. Schwallie to make the updates.
- Mr. Schwallie has prepared a draft of the TIF agreement for review by staff and the developer.
- The property owner has confirmed the items to be included in the TIF and staff has forwarded these items to Mr. Schwallie to be incorporated into the TIF document.
- Staff has identified that items to be included in the TIF and has forwarded that list to the property owner for review.
- Staff has identified the parcels to be included in the TIF for the intersection of Summit Road and Broad Street and has forwarded them on to Mr. Schwallie for review.
- Staff spoke with Mr. Shwallie on August 28, 2020 regarding the parcels initially identified to be included in a Summit Road TIF. It became apparent after this discussion that the initial focus should be on creating a TIF for the intersection of Summit Road and Broad Street. Staff is in the process of identifying parcels to be included for review by Mr. Schwallie.
- Staff contacted Dennis Schwallie to determine interest and cost of preparing the TIF. Mr. Schwallie indicated that he would need to know the number of parcels to be included in the TIF before a cost estimate could be provided.
- Staff contacted Connie Klema, who represents the Coughlin properties on the corner of Summit, to see if there was interest in contributing to the cost of the TIF. This was done at the request of the Development Committee. Ms. Klema indicated she would need to know the cost first.
- Staff spoke with Mr. Schwallie on October 8, 2020 and is continuing to move forward on the establishment of the TIF.
- There are a few remaining items that need to be finalized before a formal document can be created; however, staff continues to work on these items and make progress on the TIF.



CITY OF PATASKALA

RESOLUTION 2015-035

Passed April 20, 2015

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH THE FANNIN LIMITED PARTNERSHIP AND JAMES L. DEAGLE FOR THE ANNEXATION OF 128.134 ACRES OF PROPERTY LOCATED ON SR310, NORTH OF BROAD STREET, INTO THE CITY OF PATASKALA.

WHEREAS, the Fannin Limited Partnership and James L. Deagle has advised the City of Pataskala, via their legal counsel, that they intend to pursue the annexation of 128.134 acres of property on SR310 North into the City of Pataskala; and

WHEREAS, the Fannin Limited Partnership and James L. Deagle desires to enter into a pre-annexation agreement with the City of Pataskala as a first step in the annexation process; and

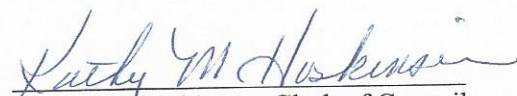
WHEREAS, the Fannin Limited Partnership and James L. Deagle has requested that the City enter into the proposed pre-annexation agreement as provided in the attached Exhibit A.

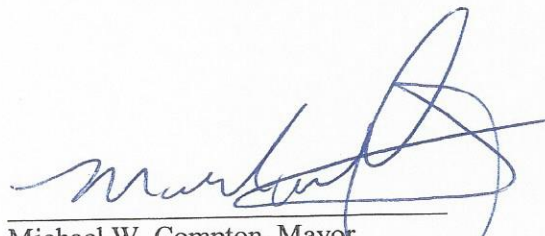
NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF MEMBERS CONCURRING THAT:

Section 1: The City Administrator is hereby authorized to enter into a pre-annexation agreement, provided in the attached Exhibit A, for the annexation of 128.134 acres of property located on SR310 north of Broad Street, by the Fannin Limited Partnership and James L. Deagle.

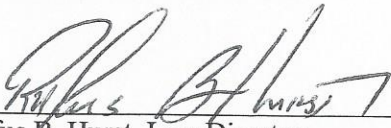
Section 2: This Resolution shall become effective from and after the earliest period allowed by law.

ATTEST:


Kathy M. Hoskinson, Clerk of Council


Michael W. Compton, Mayor

APPROVED AS TO FORM:


Rufus B. Hurst, Law Director

The undersigned certify this is a true and correct copy of
Resolution 2015-035 passed by the City of Pataskala, Ohio
on 4-20-2015.
CERTIFIED THIS 23rd DAY OF April, 2015.


KATHY M. HOSKINSON
Clerk of Council



PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement ("Agreement") is made and entered into this 20th day of April, 2015, by and between Fannin Limited Partnership, an Ohio limited partnership, James L. Deagle (singularly and jointly referred to herein as "Landowners") and the City of Pataskala, Ohio, an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio and its municipal charter ("City"), under the circumstances summarized in the following recitals.

Recitals:

Whereas, Landowners own approximately 128.134 acres of real property located in the Township of Harrison, County of Licking, which is contiguous with the boundaries of the City as described and delineated in the legal descriptions and map attached hereto and made a part hereof as Exhibit "A" ("Property");

Whereas, the Property would benefit from certain City services, including in particular public water and sewerage services and comprehensive planning and zoning services;

Whereas, the City is capable of providing such services and hereby agrees to approve the annexation and provide those and other municipal services to the Property if the Property is approved for annexation by the Licking County Commissioners; and

Whereas, the City and Landowners (sometimes referred to herein jointly as the "Parties") agree that it is in their mutual interest to enter into this Agreement for the annexation and development of the Property for the mutual benefit of the Parties.

Now Therefore, in consideration of the covenants and agreements contained herein, Landowners and the City covenant and agree as follows:

A. Landowners

Petition for Annexation by Landowners: Landowners shall prepare, at their expense, an annexation petition, map, legal description ("Petition") and other related documents as may be required by the Ohio Revised Code ("ORC") to annex the Property to the City. The annexation shall be by ORC Section 709.023, also known as an "Expedited Type II" annexation. Landowners are the only owners of the Property and Landowners shall execute the Petition and will execute other documents reasonably necessary to effectuate the annexation as may be required by law. The Petition will be filed with the Licking County, Ohio, Board of County Commissioners ("Commissioners"). The Parties agree that in the event a correction or revision to the map and/or legal description submitted as part of the Petition is required to be corrected or revised to address issues unknown at the time of submittal, the City will review and agree to said correction and/or alteration in a timely manner and said correction and/or revision shall not be considered an alteration to the terms of this Agreement unless so altered by mutual agreement, in writing, by the Parties. Landowners agree that costs for their engineer, surveyor, and other such professionals participating in the annexation process, including Landowners' attorney(s) representing their interests with regard to the annexation, will be borne by Landowners. Landowners

shall pursue the annexation of the Property in accordance with this Agreement subject to and conditioned upon the City's approval of this Agreement and performance of its duties and obligations delineated in this Agreement and the economic vitality to Landowners to annex the Property. In the event the Commissioners do not approve the annexation of the Property, this Agreement shall terminate and the Parties shall have no further obligation hereunder.

B. City

1. **City Service Resolution & Obligations:** In accordance with ORC 709.023, the City shall enact, prior to twenty (20) days after the date of Landowners' filing of the Petition with the Commissioners, a Service Resolution stating the services the City will provide, and the approximate date by which it will provide them, to the Property. The Service Resolution, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners. The Service Resolution will specifically provide, in addition to police protection and other City services:

a. **Public Water & Sanitary Services:** It is understood between the Parties that the extension of the City's public water and sanitary services to the Property is of prime importance to the Landowners and without said services, the annexation of the Property by Landowners would not be pursued. The City agrees that it will provide public water and sanitary services to the Property and that its provision of public water and sanitary services to the Property will be on the following terms:

(i) The City agrees to secure and provide any and all easements and agreements needed for the extension of a ten inch (10") City public water line and twelve inch (12") City public sanitary line ("Water/Sanitary Lines") for the provision of City public water and sanitary services to the Property at its southern property line ("Water/Sanitary Services"). Said easements and agreements shall be at the City's own cost, said cost including but not limited to attorneys' fees, engineering costs, surveying costs, etc. It is understood by the Parties that the Landowners will bear the cost of the physical extension/construction of the Water/Sanitary Lines.

(ii) The City agrees that the connection, tapping, usage fees, and any other such fee associated with the connection to and use of the Water/Sanitary Services to the Property will be at the rates provided for "In-Town" property owners.

C. City & Landowners

Zoning: The City understands that Landowners' intended use of the Property is a single family residential subdivision with approximately 243, more or less, single family lots to be served by the City's public services as conceptually designed in the "Concept Plan" attached hereto and made a part hereof as Exhibit "B". The Parties agree that upon filing the Petition with the County, Landowners will file an application with the Concept Plan with the City ("Zoning Application") to zone the Property to the R-15 District (Chapter 1233 Codified Ordinances of Pataskala) under Cluster Housing regulations (Chapter 1257 Codified Ordinances of Pataskala). Upon filing, the City Planning and Zoning Commission shall

review the Zoning Application in accordance with applicable provisions of the Codified Ordinances. Such review and consideration shall occur during the pendency of the annexation process. The City planning staff and administration agree that, if the Zoning Application is generally consistent with Exhibit "B", the Zoning Application will be supported by staff. The City understands that it has one hundred twenty (120) days to accept the annexation after the Petition has been approved by the Commissioners and a copy of the record is filed with the Clerk of the City and laid before Council (ORC 709.04). The City agrees to delay acceptance of the annexation until legislative approval of the Zoning Application can be contemporaneously accomplished with the acceptance of the annexation. The City enters this Agreement acknowledging that the Landowners do not wish to annex the Property unless the zoning described herein is approved by the City. If the Zoning Application generally consistent with Exhibit "B" is not approved by the City, and said disapproval is not the result of a breach of this Agreement, at Landowners' request, the City and Landowners shall terminate this Agreement.

D. City's Obligation

The City agrees that in the event there is opposition, authorized prohibition, court order, or other such act that serves to delay or prevent the City's acceptance of the Property for annexation or the City's extension of the Water/Sanitary Lines to the Property and/or the use by the Property of the Water/Sanitary Services, whether occurring during or after the annexation, whether directed against Landowners or the City, and whether asserted by Southwest Licking Community Water & Sewer District or by any other entity or person, the Landowners shall have the right, in their sole discretion, to terminate this Agreement and pursue any and all legal remedies available at law and in equity. This clause shall survive the annexation.

E. Process Requirements

1. Compliance: Nothing in this Agreement shall absolve the Parties from the responsibility to comply with the zoning and development plan process before the Planning & Zoning Commission, Board of Zoning Appeals, and the City Council of the City.

2. Council Action: The obligations of and agreements by the City contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by Council. It is acknowledged by the Parties that Council's legislative approval of this Agreement is the first in a series of legislative acts to implement this Agreement. All subsequent Council actions implementing this Agreement shall be in furtherance of this Council Action.

3. Permits: Landowners will obtain all permits necessary and required to build and develop the Property consistent with the zoning as finally approved.

F. Miscellaneous

1. Binding Agreement: This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and/or assigns, and by execution hereof, all Parties represent

that they are duly authorized to sign it. By passage of Resolution 2015-035 on April 20, 2015 the City authorized the execution of this Agreement.

2. Cancellation or Termination: This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties or pursuant to the terms of this Agreement.

3. Remedies: Except as otherwise limited by ORC 2744 as to action for or against the City, the Parties shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges and rights of this Agreement and the enforcement thereof.

4. Enforcement: Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any Party hereto per the laws, ordinances, resolutions, regulations or policies in effect at the time of execution of this Agreement by both Parties.

5. Assignment: Landowners shall not assign this Agreement without the written consent of the City, which shall not unreasonably be withheld, unless such assignment is to a single purpose limited liability company which the Landowners control, in which case no consent is required.

6. Entire Agreement: This Agreement merges all of the oral negotiations, representations, discussions, and understanding between the Parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the Parties with respect to the subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

7. Severability: If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force and effect.

8. Modifications of Agreement: No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing approved and signed by the Parties.

9. Recitals: The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are integral to this Agreement and as such are incorporated herein by reference.

10. Executed Counterparts: This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement.

11. Captions: The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

12. Survival of Representations and Warranties: All representations and warranties of Landowners and the City in this Agreement shall survive the execution and delivery of this Agreement.

13. Effective Date: This Agreement shall be effective when signed by all the Parties.

14. Time: Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

