



## CITY OF PATASKALA

### AMENDED ORDINANCE 2021-4382

Passed April 19, 2021

**AN ORDINANCE TO REZONE PROPERTY LOCATED AT 8065 MINK STREET SW PARCEL NUMBER 063-141516-00.000, 7621 MINK STREET SW PARCEL NUMBER 063-140682-00.000, AND 7625 MINK STREET SW PARCEL NUMBER 063-140682-00.001 TOTALING 93.79 ± ACRES IN THE CITY OF PATASKALA FROM THE GENERAL BUSINESS (GB), MEDIUM LOW DENSITY RESIDENTIAL (R-87), AND PLANNED DEVELOPMENT DISTRICT (PDD) ZONING CLASSIFICATIONS TO THE PLANNED MANUFACTURING (PM) ZONING CLASSIFICATION**

***WHEREAS***, TPA Ventures, LLC. filed application number ZON-21-001, on behalf of property owner Magoo Properties, LLC, parcel numbers 063-141516-00.000, 063-140682-00.000 and 063-14068-00.001, totaling 93.79 ± acres, from the General Business (GB), Medium-Low Density Residential (R-87), and Planned Development District (PDD) zoning classifications to the Planned Manufacturing (PM) zoning classification, pursuant to Section 1217.02; and

***WHEREAS***, a public hearing was held by the City Planning and Zoning Commission on February 3, 2021; and

***WHEREAS***, the notice of a public hearing to be held by the City Planning and Zoning Commission was published in a newspaper of general circulation on January 21, 2021; and

***WHEREAS***, the notice of a public hearing to be held by the City Planning and Zoning Commission was mailed to property owners within 300 feet of the subject property at least 10 days prior to the public hearing, pursuant to Section 1217.09, and

***WHEREAS***, upon hearing the application the City Planning and Zoning Commission recommended approval of the amendment on February 3, 2021 pursuant to Section 1217.10; and

***WHEREAS***, a public hearing was held by Council on March 15, 2021 pursuant to Section 1217.11; and

***WHEREAS***, the amendment was on file for public examination for a minimum of 30 days preceding the Council public hearing pursuant to Section 1217.12; and

***WHEREAS***, Council hereby determines that all applicable procedures required by Chapter 1217 of the Codified Ordinances have been followed, and that notice was given and a public hearing was held as required by Section 1217.11 of the Codified Ordinances, and Council hereby adopts the

recommendation of the Pataskala Planning and Zoning Commission, with the conditions/requirements noted in Section 1 below (which differ from the Planning and Zoning Commission's recommendation), as provided for in Section 1217.13 of the Codified Ordinances and Section 4.11(B) of the Charter of the City of Pataskala;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED OR APPOINTED THERETO CONCURRING, THAT:**

Section 1: Council for the City of Pataskala hereby adopts the Planning Commission's February 3, 2021 recommendation, and therefore approves application ZON-21-001, with the conditions/requirements outlined on Exhibit A, which have been included because of the proximity of residentially used properties, and to help prevent the potential for nuisance.

The properties located at 8065 Mink Street SW, parcel number 063-141516-00.000, 7621 Mink Street SW, parcel number 063-14082-00.000, and 7625 Mink Street SW, parcel number 063-140682-00.001, belonging to Magoo properties is hereby rezoned to the Planned Manufacturing (PM) zoning classification from the General Business (GB), Medium-Low Density Residential (R-87), and Planned Development District (PDD) zoning classifications as shown on Exhibit B.

Section 2: The Official Zoning Map of the City of Pataskala, Ohio is hereby amended and revised by changing the zoning of the properties from the General Business (GB), Medium-Low Density Residential (R-87), and Planned Development District (PDD) zoning classifications to the Planned Manufacturing (PM) zoning classification, and the City Administrator is hereby authorized and directed to make this change on the Zoning Map in accordance with the provisions of this Ordinance.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision-making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Section 4: This Ordinance shall become effective from and after the earliest period allowed by the Charter of the City of Pataskala.

ATTEST:

  
Kathy M. Hoskinson, Clerk of Council

  
Michael W. Compton, Mayor

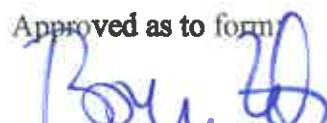
Approved as to form  
  
Brian M. Zets, Law Director

EXHIBIT A

**ZONING APPLICATION ZON-21-001**

**Rezoning of three (3) properties to Planned Manufacturing (PM)**

**Pursuant to Section 1217 of the Pataskala Code**

**For 8065, 7621, 7625 Mink St. SW**

**Parcel Nos.: 063-141516-00.000, 063-140682-00.000, 063-140682-00.001**

**(the "Property")**

The Owner and Applicant request the recommendation for approval of the rezoning from the City of Pataskala Planning and Zoning Commission be amended to add the following conditions to the PM District Zoning of the Property:

When all or any portion of the Property is developed under the PM District, if all or any portion of the adjacent property known as Parcel No. 063-140394-00.00, aka 12520 Refugee Rd. SW, Pataskala, Ohio, is zoned and/or used for residential purposes, or if no residents reside on the property but it is marketed for sale for residential purposes, the Property must be developed with the following requirements:

1. None of the existing trees on or within ten feet of the property line shared by the Property and 12520 Refugee Rd. ("Shared Property Line") shall be removed/cut down/timbered unless they are diseased or dead. Trimming of falling or broken branches shall be permitted.

2. A ten foot (10') high berm beginning at the southeast corner of the Property and continuing north adjacent to the Shared Property Line for approximately 1,150 feet shall be constructed. Beginning at the north end of the 10' berm and extending to the northeast corner of the Property adjacent to the Shared Property Line, a six foot (6') high berm will be constructed except in the locations of existing wetlands and all required setbacks and buffers thereto. Both the 10' berm and the 6' berm will be installed prior to vertical construction of any building/structure on the Property (footers and foundations are not considered vertical construction). Except for these requirements, all other applicable landscaping and screening required by Section 1283 of the Pataskala Code shall apply.

3. Fencing on top of the 10' berm and 6' berm shall be required to be installed prior to the first tenancy of a structure on the Property. Fencing shall be as follows: A minimum six foot (6') high black vinyl coated chain link galvanized fence with slats. Except for this requirement, all other applicable fencing required by Section 1279 of the Pataskala Code shall apply.

*William DeRolf*  
*Philip J. DeRolf*

**AGREEMENT BETWEEN**

**TPA VENTURES LLC**

**&**

**PHIL & EILEEN DEROLF**

This "Agreement" is made and entered into on this 15<sup>th</sup> day of MARCH, 2021, by and between TPA VENTURES LLC, whose address is 1776 Peachtree St. NW Suite 100, Atlanta, Georgia 30309 ("TPA"), and PHIL & EILEEN DEROLF, whose address is 12520 Refugee Road, Pataskala, Ohio, 43062 ("DeRolf's").

WHEREAS, DeRolf's own property located at 12520 Refugee Road, Pataskala, Ohio where they reside and have a stable for horses ("DeRolf's Property");

WHEREAS, TPA is in contract to purchase real property adjacent to the DeRolf's property located at 8065 Mink Street SW, 7621 Mink Street SW, and 7625 Mink Street SW, for development of a warehouse and distribution facility ("Facility");

WHEREAS, the parties agree that on-site preparation for the Facility will produce dust and noise for an approximate three to four month term;

WHEREAS, DeRolf's have concerns that their horse will be negatively affected by said dust and noise and have requested TPA provide funds to DeRolf's for an alternative boarding site not located on DeRolf's Property ("Alternative Boarding");

WHEREAS, While TPA is not certain that such negative affects will or can occur, in consideration of the DeRolf's concerns, TPA has agreed to provide funds to DeRolf's for Alternative Boarding for a certain term during on-site preparation.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree to the following:

1. In the event TPA purchases the property for the Facility and prepares to initiate on-site preparation and at such time the DeRolf's reside on the DeRolf property and have a horse, TPA shall give notice to the DeRolf's at least twenty (20) days prior to initiating on-site preparation during which time DeRolf's will confirm Alternative Boarding for their horse ("Notice Date").

2. TPA agrees to pay up to \$4,200 to DeRolf's for Alternative Boarding. Said amount was calculated by estimating \$700 per month boarding fee for up to six (6) months. Beginning on the Notice Date, DeRolf's agree to provide copies of invoices ("Invoices") for Alternative Boarding fees to TPA and within twenty (20) days of receipt of said Invoices, TPA shall provide payment to DeRolf's. Said payments shall continue until TPA has paid DeRolf's, in the aggregate, \$4,200 toward Alternative Boarding, at which point this Agreement shall terminate.

3. Notice of Invoices from DeRolf's to TPA shall be delivered to TPA as follows:

Contact Person: Jeb Brees and Alexandra Logan

Email Address: [jbrees@tpa-grp.com](mailto:jbrees@tpa-grp.com) and [alogan@tpa-grp.com](mailto:alogan@tpa-grp.com)

Phone: (770) 436-7650

4. DeRolf's agree that TPA is not liable for the health of their horse, the services or status of Alternative Boarding, or any costs arising from boarding their horse at the Alternative Boarding facility exceeding \$4,200.

5. This Agreement shall be binding upon and inure to the benefit of TPA, its successors and assigns, and the DeRolf's. This Agreement shall be governed by and construed under the laws of the State of Ohio. This Agreement supersedes any and all other agreements, either oral or in writing, between the DeRolf's and TPA with respect to the matters contained in this Agreement and is the complete agreement between TPA and the DeRolf's regarding said matters.

TPA Ventures, LLC

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

Its: \_\_\_\_\_ AUTHORIZED SIGNATORY

Date: \_\_\_\_\_ 3/15/21

Phil DeRolf

Phil DeRolf \_\_\_\_\_ 3/15/21

Date

Eileen DeRolf

Eileen DeRolf \_\_\_\_\_ 3/15/21

Date



**ORDINANCE 2021-4382—EXHIBIT B**



