

Madison Township

Pickaway County, Ohio

Application for Zoning District Amendment

To amend the text or map of the Madison Township Zoning Resolution, the applicant shall follow the provisions of Ohio Revised Code Section 519.12, as may be amended, and the Madison Township Zoning Resolution.

- ☒ Zoning District Change, or
☐ Zoning Text Amendment

Owner / Applicant Information (Owners or lessees of property):

Property Owner(s): Teays Valley Local School District

Address: 385 Viking Way

City: Ashville

State: OH

Zip: 43103

Telephone: (740)983-5000

email: soverly@tvsd.us and tfausnaugh@tvsd.us

Applicant Information (primary contact if designated agent for owner or lessee):

Name: Matt Koppitch

Address: 100 S. Third St.

City: Columbus

State: OH

Zip: 43215

Telephone: (614)227-8824

email: mkoppitch@bricker.com

Attach additional sheet for information for multiple owners and/or lessees

Subject property

Pickaway County Auditor Tax Identification Number (parcel ID): F1600010000701

Parcel street address: 0 Airbase Road

Area (acres) of subject property: 30.3

Required contents of Application, Section 6.03 of Zoning Resolution


Current Use and Zoning District: Rural Residential

Proposed Use and Zoning District: Rickenbacker Business Development

Describe the request (use separate sheet if necessary):

See attached.

- ☒ Attach legal description of record; survey drawing; or, subdivision plat
- ☐ Proposed amendment to the text of the Madison Township Zoning Resolution (if applicable) stating specific sections of the Resolution that are proposed for amendment(s), and attached as a separate exhibit.
- ☒ Map drawn to scale showing property lines, streets, existing and proposed zoning, and such other items as the Zoning Inspector may require.
- ☒ A list of property owners and their address as appearing on the Pickaway County Auditor current tax list, within 500 feet, contiguous to, and directly across the street from the parcel(s) proposed to be rezoned. This requirement may be waived if more than 10 parcels are proposed to be rezoned.
- ☒ Statement as to how the proposed amendment will impact adjacent and proximate properties.
- ☒ Additional information as may be requested by the Zoning Inspector to determine conformance with, and provide enforcement of the Madison Township Zoning Resolution.
- ☒ Fee paid and application filed with Madison Township Zoning Commission


Applicant signature

October 21, 2020
Date

Applicant certifies that all information contained herein is true and accurate



Bricker & Eckler LLP
100 South Third Street
Columbus, OH 43215
Office: 614.227.2300
www.bricker.com

Matthew R. Koppitch
Direct Dial: 614.227.8824
mkoppitch@bricker.com

Statement in Support of Application for Rezoning

The Teays Valley Local School District (TVLSD) is applying to rezone the property located at 0 Airbase Road, Parcel #: F1600010000701, from Rural Residential (RR) to Rickenbacker Business Development (RBD).

The parcel in question is not part of the TVLSD long term plans and the area overall is transitioning from RR to RBD zoning. Rezoning this particular parcel to RBD, capitalizing on the proximity to Rickenbacker Airport and similar land uses, continues that economic growth -- helping the Township maximize development potential.

Impact to Neighboring Property

Rezoning represents minimal adverse, perhaps even beneficial, impact to neighboring properties. A nearby lot (Parcel #: F1600010000500) was recently rezoned RBD. Other property in the immediate area could also be rezoned to RBD in the future. Rezoning the TVLSD property on Airport Road is in accordance with the existing development pattern and possibly opens new avenues to increased economic activity in the area.

Given the size and shape of the property, further development of the parcel occurring without involving adjacent parcels in the same development is unlikely, making the prospect of an adverse impact to neighboring property unlikely. Moreover, given the overall character and nature of the area, current development, and proximity to the Rickenbacker airport and related uses, rezoning represents little to no adverse impact to neighboring property.

Additional Justification

The Rickenbacker Impact Zone overlay applies to the property and the parcel is adjacent to other RBD zoning. Therefore, the parcel is clearly considered part of the Rickenbacker area. Those factors combined, make this particular parcel a strong candidate for rezoning to RBD.

Rezoning makes the property development ready for industrial or commercial uses, which as demonstrated by existing development patterns and recent rezoning activities, fits more with the long-term plans for development in the Rickenbacker area. Madison Township benefits by creating more available land for business development, which translates to job growth.

Conclusion

The proposed rezoning to RBD is in line with previous approvals of rezoning in the immediate area. Rezoning represents very little to no adverse impact to surrounding properties, because most of the surrounding property is already zoned RBD and included in the Rickenbacker Impact Zone. Finally, rezoning advances the ongoing development efforts in the area.

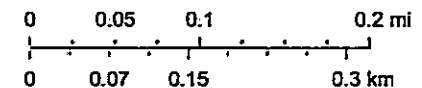
F1600010000701 Rezoning Area Map



10/27/2020, 8:53:27 AM

- ▲ Addresses
- Main Streams
- Township Routes
- Townships
- Property Search Roads
- Private
- Water
- County Road
- County

1:9,028



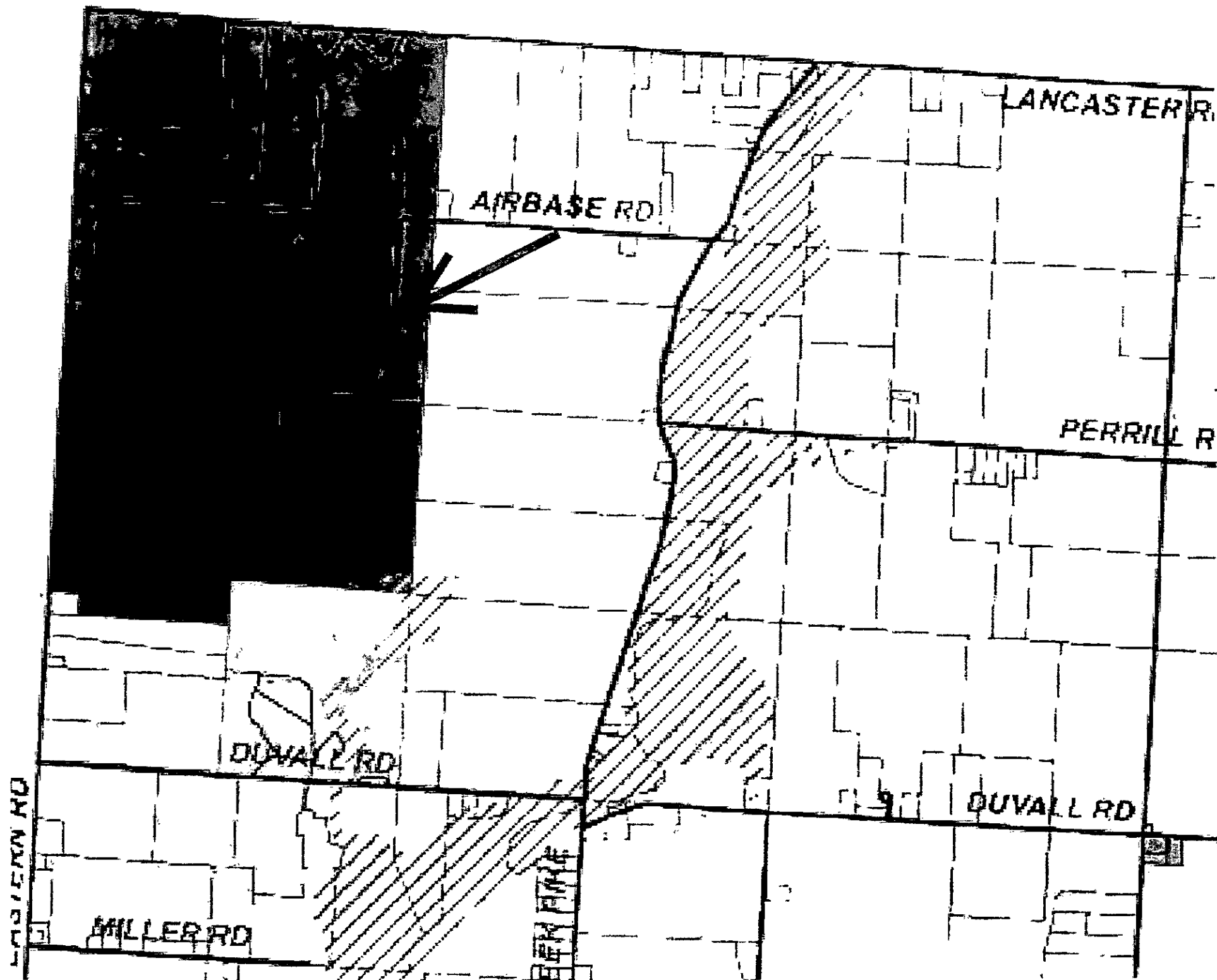
USDA FSA, GeoEye, Maxar, Esri, HERE, Garmin, iPC

Pickaway County GIS Dept

DISCLAIMER: FOR REFERENCE ONLY - All data has been developed from public records that are constantly undergoing change and is not warranted for content, completeness or accuracy. Pickaway County does not warrant, guarantee or represent the data to be fit

F1600010000701

APR 25 1961



List of properties within 500 feet of Parcel ID: F160010000701

Parcel ID: F1600010006001
Property Address: 0 Walnut Creek PK
Owner: Scarbrough Farms FLP
Mailing Address: Scarbrough Farms FLP
285 Reinhard Avenue Columbus, OH 43206

Parcel ID: F1600010005400
Property Address: 9543 Walnut Creek
Owner: Sunshine & Smooch LLC & JCD Pickaway Farm LLC
Mailing Address: Sunshine & Smooch LLC & JCD Pickaway Farm LLC
6789 Zimmerman Rd. Sabrina, OH 45169

Parcel ID: F1600010005900
Property Address: 0 Walnut Creek
Owner: Scarbrough Farms FLP
Mailing Address: Scarbrough Farms FLP
285 Reinhard Avenue Columbus, OH 43206

Parcel ID: F1600010001501
Property Address: 0 Duvall
Owner: Henson Harold R III ETAL
Mailing Address: Henson Harold R III ETAL
c/o Jules Henson
12325 Matville Rd. Orient, OH 43146

Parcel ID: F1600010000500
Property Address: 5000 Airbase RD
Owner: Columbus Regional Airport Authority
Mailing Address: Columbus Regional Airport Authority
4600 International Gateway Columbus, OH 43219

Parcel ID: F1600010000501
Property Address: 0 Airbase RD
Owner: Columbus Regional Airport Authority
Mailing Address: Columbus Regional Airport Authority
ATTN: Accounts Payable
4600 International Gateway Columbus, OH 43219

Parcel ID: F1600010000600
Property Address: 5076 Airbase RD
Owner: David & Brenda Burgoon
Mailing Address: David & Brenda Burgoon
5076 Airbase Rd Groveport, OH 43125

Parcel ID: F1600010005602
Property Address: 5210 Airbase RD
Owner: Cheryl Graves
Mailing Address: Cheryl Graves
5210 Airbase Rd Groveport, OH 43125

Parcel ID: F1600010005601
Property Address: 5076 Airbase RD
Owner: David & Brenda Burgoon
Mailing Address: David & Brenda Burgoon
5076 Airbase Rd Groveport, OH 43125

09284

QUITCLAIM DEED

THIS INDENTURE, made this third day of May 1974 between the UNITED STATES OF AMERICA, Grantor, Acting by and through the Secretary of Health, Education, and Welfare, by the Regional Director for Region V of the Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 377) (hereinafter called the Act), and the Civil Rights Act of 1964, and the regulations promulgated thereunder, and the Teays Valley Local Board of Education, Ashville, Ohio, Grantee.

WITNESSETH

WHEREAS, by letter dated April 4, 1974 from the Regional Office of General Services Administration, certain surplus property consisting of 30.26 acres situated near the City of Ashville, Pickaway County, Ohio, hereinafter described (hereinafter called the property), was assigned to the Department of Health, Education, and Welfare for disposal upon the recommendation of the Department of Health, Education, and Welfare that the property is needed for educational purposes in accordance with the provisions of the Act; and

WHEREAS, said Teays Valley Local Board of Education (hereinafter called the Grantee) has made a firm offer to purchase the said property under the provisions of the Act and has made application for 100 percent public benefit allowance; and proposes to use said property for educational purposes; and

WHEREAS, the General Services Administration has notified the Department of Health, Education, and Welfare that no objection will be interposed to the transfer of the said property to the Grantee, and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, receipt of which is hereby acknowledged, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the said Grantee, its successors and assigns forever, all right, title,

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interest, claim and demand which the said Grantor has in and to the following described property, reserving and excepting such rights to the Grantor as may be contained in the conditions subsequent hereinafter expressed, situate, lying, and being in Pickaway County, Ohio, to wit:

A certain parcel of land situated in the eastern portion of the southeast quarter of Section 18, Township 10, Range 21 of the Matthews Survey, Madison Township, Pickaway County, Ohio, bounded and described as follows:

Beginning at a stone in the Wright Road from which a hickory tree 12 inches (1951) in diameter bears north 43° east, 83 links (54.78 ft.) distant; it being the southeast corner to the northeast quarter of Section No. 18; thence with the section line south 2° west, 39.63 chains (2615.58 ft.) to a stone corner (not found in September 1971) to the section; thence north 88° west, 1,108.10 feet to the centerline of Air Base Road; thence follow said centerline with a curve to the left, the radius of which is 636.6 feet, a distance of 997.41 feet, thence north 2° east, a distance of 1,903.98 feet to a point; thence with a curve to the right, the radius of which is 73 feet, a distance of 114.79 feet to a point in the center of the existing Wright Road at the west end of the concrete bridge; thence a distance of 398.5 ft. to the point of beginning, containing 30.26 acres, more or less.

Subject to a portion of the road easement granted to Pickaway County, Ohio, for the relocation of Wright Road and the extension thereof by the terms of Relocation and Vacation, Contract No. DA-46-022-ENG-1391 dated 22 October 1951.

Also subject to retention by the United States of perpetual and assignable easement for a 40 foot wide open drainage ditch along the south boundary of the subject property.

Also subject to retention by the United States of a perpetual and assignable easement and right-of-way for a drainage ditch easement known as Tract 45E, consisting of 3.96 acres, acquired by the United States July 21, 1942, and filed for record on July 22, 1942.

Subject to an easement from George K. Wright to Ohio Midland Light and Power Company dated June 2, 1948.

And subject to any and all other existing easements, permits, licenses, recorded and unrecorded, for public roads and highways, railroads, pipelines, drainage, sewer mains and lines, and public utilities, if any; and further, subject to any facts an accurate survey may disclose.

TO HAVE AND TO HOLD the foregoing described property provided, however, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors or assigns, and each of them as follows:

1. That for a period of thirty (30) years from the date of

this deed the above described property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the application of the Grantee, dated November 7, 1973, and its resolution adopted November 6, 1973 and for no other purpose.

2. That during the aforesaid period of thirty (30) years, the Grantee will resell, lease, mortgage, or encumber, or otherwise dispose of the above described property or any part thereof or interest therein only insofar as the Department of Health, Education, and Welfare, or its successor in function in accordance with its existing regulations, may give its prior consent in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of thirty (30) years, unless the Department of Health, Education, and Welfare, or its successor in function otherwise directs, the Grantee will file with the Department of Health, Education, and Welfare, or its successor in function, reports on the operation and maintenance of the above described property and will furnish, as requested, such other pertinent data evidencing continuous use of the granted property for the purpose specified in the above identified application.
4. That for the period during which the above described property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the

WA 237 202 138

Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of said Grantee, its successors or assigns, to perform any of the obligations herein set forth, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon; and upon such breach the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Department of Health, Education, and Welfare, or its successor in function to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the Grantee's obligations with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of conditions subsequent numbered 1, 2, and 3 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, and 3

herein together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided, with respect to conditions numbered 1, 2, and 3 herein, shall, as of that date, terminate and be extinguished; PROVIDED FURTHER, that the expirations of conditions 1, 2, and 3, and the rights to re-enter shall not affect the obligation of the Grantee, its successors and assigns with respect to condition numbered 4 herein or the right reserved to the UNITED STATES OF AMERICA to re-enter for breach of said condition.

The Grantee, by the acceptance of this deed covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof -- which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the Grantor and its successors against the Grantee, its successors and assigns, and every successor in interest to the property, or any part thereof -- that they will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program activity of the Grantee, or its successors or assigns, to which such Act and Regulation apply by reason of the conveyance.

The Grantee by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or

is used for purposes other than those set forth in the above identified program and plan without the consent of the Department of Health, Education, and Welfare, all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, of benefits to the Grantee deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use (or the reasonable value as determined by the Department of Health, Education, and Welfare of any other unauthorized use) shall be considered to have been received and held in trust by the Grantee for the Grantor and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

The Grantee by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the transferee, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the Grantor to pay rent or any other fees or charges during the period of emergency except that the Grantor shall, (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the Grantee without the aid of the Grantor, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted. Subsequent to the expiration or termination of the period of restricted use, the obligations of the Grantor shall be as set forth in the preceding sentence, and in addition, the Grantor shall be obligated to pay a fair rental for all or any portion of the property which it uses.

In the event title to the above described premises is reversioned to the

UNITED STATES OF AMERICA for non-compliance or voluntarily reconveyed in lieu of reverter, the Grantee, at the option of the Department of Health, Education, and Welfare or its successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the Grantee to adapt the property to the educational use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the above described property, as it may sustain as a result of the non-compliance.

The Grantee further covenants and agrees, for itself, its successors and assigns, that during the aforesaid period of thirty (30) years all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, of benefits to the Grantee deriving directly or indirectly from any and all mineral leases or royalties, or from the extraction of petroleum, gas, hydrocarbons, minerals, or other ores or substances from the property hereby conveyed shall be held in trust by the Grantee for the United States and shall be subject to the direction and control of the Department of Health, Education, and Welfare; and the Grantee further covenants and agrees, for itself, its successors and assigns that the Grantor may, at its option, at the time during the aforesaid period of thirty (30) years, re-enter and effect reverter of all right, title and interest in and to the subsurface rights and interests in the property hereby conveyed; and the Grantee further covenants and agrees for itself, its successors and assigns, that upon the exercise of the above mentioned option by the Grantor, the Grantee, its successors and assigns, will execute and deliver to the Grantor, any and all instruments determined by the Grantor to be necessary, in accordance with the law of the place where such subsurface rights are situated, to effect such retransfer of title and to retransfer to the Grantor, its successors and assigns, lessees, agents, or any other person acting pursuant to its permission and authority, the exclusive right at any time to enter upon said property to search for, extract, work, remove and in any manner transport

to market or otherwise dispose of petroleum, minerals, gas, hydrocarbons, minerals or other ores or substances, including the right to operate any instrumentalities necessary or convenient for locating, extracting or removing any of the aforesaid substances, together with the right to use water from said lands in operating the same, the right of ingress, egress and regress over said land for said purposes and the right to all other things necessary or convenient in connection with any of the foregoing purposes, not inconsistent with the educational use for which the said property is conveyed.

The Grantee, by the acceptance of this deed, further covenants and agrees for itself, and its successors and assigns that in the event the Grantor exercises its option to revert all right, title and interest in the property to the Grantor, then the Grantee shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum conform to the standards prescribed by General Services Administration in its regulation FPMR 101-47.4913 (41 CFR Part 101) in effect as of the date of this deed, a copy of which is attached to the Grantee's application dated November 7, 1973, previously incorporated herein.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, and 3 herein by:

- a. Obtaining the consent of the Department of Health, Education, and Welfare, or its successor in function; and
- b. Payment to the UNITED STATES OF AMERICA in accordance with the following conditions:
 - (i) If abrogation is requested by the Grantee for the purpose of making the property or a portion thereof available to serve the needs or purposes of a third party, payment shall be based upon the current

fair value, as of the date of any such requested abrogation, of the property to be released from the conditions and restrictions, less amortized credit at the rate of 3-1/3% of the public benefit allowance granted on the original fair market value for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above identified application:

- (ii) If abrogation is requested by the Grantee for the purpose of making the property available as security for financing of new construction, for acquiring substitute or better facilities, or for relocating elsewhere, all for the purpose of further advancing or promoting the program specified in the above identified application, payment shall be based upon the public benefit allowance granted to the Grantee of 100% from the fair value of Twenty-Two Thousand Seven-Hundred Dollars (\$22,700.00), as of the date of this instrument, less a credit at the rate of 3-1/3% of the public benefit allowance granted for each twelve (12) months during which the property has been utilized in accordance with the purpose specified in the above identified application; provided, how-

ever, the Grantee shall execute such agreement, supported by surety bond or other security that may be deemed by the Department to be necessary or advisable, to assure that the proceeds of sale obtained by Grantee in any disposal of any portion of the property for effectuating one or another of the aforesaid purposes for which abrogation is requested, will be devoted to the program of use specified in the above identified application.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 3rd day of May, 1974.

SEC. 219202 R. C. COMPTON
WITH IN AMT. EXEMPT
MARVINE H. RHOADES
AUDITOR PICKAWAY CO, OHIO
BY M. H. RHOADES
MAY 07 1974
NO. 5-157
TRANSFERRED
TRANS. FEE 0.35

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Health, Education,
and Welfare
By:

Richard E. Friedman
Richard E. Friedman
Regional Director
Region V

WITNESSES:

J. J. [Signature]
Mrs. [Signature]

ACKNOWLEDGMENT

State of Illinois)
County of Cook) ss

On this 3rd day of May, 1974, before me Helen Jones, a Notary Public in and for Cook County, Illinois, personally appeared Richard E. Friedman, known to me to be the Regional Director, Region V, Chicago, Illinois, Department of Health, Education, and Welfare, and known to me to be the person who executed the within instrument on behalf of the United States of America,

and acknowledged to me that he subscribed to the said instrument his name acting by and for the Secretary of Health, Education, and Welfare on behalf of the United States of America, and acknowledged that he executed the same as the free act and deed of himself and said United States of America.

Helen Jones
Notary Public

(SEAL)

My commission expires: October 28, 1977

ACCEPTANCE

By the acceptance of the Quitclaim Deed the Grantee, for itself, its successors, and assigns, and each of them, accepts and agrees to be bound by all of the terms, conditions, restrictions and reservations contained in the foregoing instrument.

ACCEPTED FOR THE TRAYS VALLEY
LOCAL BOARD OF EDUCATION,
ASHVILLE, OHIO

WITNESSES:

John W. Wynn
Bernie Lutz

By Bernie Lutz
Superintendent for the Trays
Valley Local Board of Education

ACKNOWLEDGMENT

State of Ohio)
), ss
County of Pickaway)

On this 3rd day of MAY, 1974, before me personally appeared Bernie Lutz, known to me to be the Superintendent for the Trays Valley Local Board of Education of Ashville, Ohio, who acknowledged that he did sign the foregoing instrument and that same is the free act and deed of his principal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal

at ASHVILLE, OHIO, this 3RD day of MAY, 1974,
1974.

Edwin W. Irwin
Notary Public

(SEAL)

My commission expires:

This instrument was prepared by Marvin E. Gavin, Regional Attorney,
Region V, Department of Health, Education, and Welfare, Chicago, Illinois.

EDWIN W. IRWIN, Notary Public
My Commission Expires Sept. 29, 1977

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W.C. - Benis Lutz

✓
590.

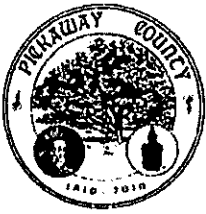
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✓
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34. MAY 7 9 43 AM '74

Notary M. Irwin

FRANKLIN COUNTY
CINCINNATI, OHIO

Deed Vol. 237 Page 135
Recorded: May 7, 1974



**OFFICE OF DEVELOPMENT & PLANNING
PICKAWAY COUNTY, OHIO**

139 West Franklin Street

Circleville, Ohio 43113

phone: 740.420.0453

www.pickaway.org

November 10, 2020

Madison Township
Pickaway County, Ohio

Honorable Board,

Thank you for your recent submittal of the applications to amend the zoning classification of F16-0-001-00-007-01 from Rural Residential (RR) to Rickenbacker Business Development (RBD) .

Ohio Revised Code Section 519.12 requires that township zoning commissions transmit a copy of the text and map of such applications to the regional or county planning commission, if there is such a planning commission. An excerpt of the law (519.12E) is as follows:

The county or regional planning commission shall recommend the approval or denial of the proposed amendment or the approval of some modification of it and shall submit its recommendation to the township zoning commission. The recommendation shall be considered at the public hearing held by the township zoning commission on the proposed amendment.

The Pickaway County Planning Commission, upon receipt of the proposed rezoning application, reviewed the application, text and maps, and met on Tuesday, November 10, 2020, to issue a recommendation.

It is the recommendation of the Pickaway County Planning Commission to **approve** the subject rezoning application.

Please contact me if you have any questions or require additional information. The Pickaway County Planning Commission is pleased to assist you in any way possible.

Sincerely,

Tim McGinnis
Director

The Madison Township Rural Zoning Commission is holding a Zoning District change meeting at 7:00 PM on November 24, 2020 at 7083 Duvall Rd Ashville, OH 43103

The Teays Valley Local School District (TVLSD) is applying to Rezone and Amend the zoning classification to the property located at 0 Airbase Road, Parcel #: F1600010000701, from Rural Residential (RR) to Rickenbacker Business Development (RBD) per the Madison Township Resolution.

Applicant is Teays Valley Local School District, 385 Viking Way, Ashville, OH 43103

The Application can be reviewed at above location 10 days prior to meeting. Contact Zoning for appointment.

After the conclusion of the Zoning District change public meeting a recommendation will be referred to the Board of Township Trustees and they will hold another public hearing date TBD.

Any questions please contact Nathan Anderson 1(740)503-9415

Madison Township Rural Zoning Commission

Public Hearing Minutes

November 24, 2020

7:00pm

- I. Opening of Meeting: NA opened meeting at 7:00pm
- II. Attendance Roll Call: NA, RL, PH, WE, BS present
- III. Additions or changes to the Agenda (Zoning Inspector): none
- IV. Rezoning Application
Applicant: Matt Koppitch, Bricker and Eckler
Owner(s): Teays Valley Local School District
Site Parcel: F16-0-001-00-007-01
Acreage: 30.3 acres
Current Zoning: RR
Request: Amend Zoning Classification for parcel above to RBD
- V. Presentation from Applicants: Matt Koppitch presented
- VI. Statement from Zoning Inspector : Unusable land. In the Rickenbacker Impact Zone. An Impact Study showed if the land was zoned for Residential, it would have a negative impact on the Township. Developing the land for Rickenbacker use would create a greater positive impact for the Township.
- VII. Speakers in favor of the Rezoning: No one presented
- VIII. Speakers against the Rezoning: No one presented
- IX. Commission Members comments/questions: No current use by itself. Teays Valley plan is to eventually sell property after zoning is changed. There will be other properties coming forward in the coming months. There is concern on increasing truck traffic. Needs to be more enforcement.
- X. Commission Vote to change zoning: PH: Y BS: Y WE: Y RL: N NA: Y passes
- XI. Additional Items – Discussion of Current Zoning Application requirements
- XII. Adjoin: NA motioned to adjoin the meeting, RS seconded. 7:40pm
- XIII. Public in attendance

Matt Koppitch on behalf of Teays Valley Schools 100 S 3rd St Columbus
David Burgoon 5076 Airbase Rd

(30) APG Media of Ohio, 9300 Johnson Rd, Athens, OH 45701
Proof of Ad 12/03/20

LEGAL NOTICE

The Madison Township Trustees are holding a Zoning District change meeting at 7:00 PM on December 16, 2020 at 7083 Duvall Rd Ashville, OH 43103

The Teays Valley Local School District (TVLSD) is applying to Rezone and Amend the zoning classification to the property located at 0 Airbase Road, Parcel #: F1600010000701, from Rural Residential (RR) to Rickenbacker Business Development (RBD) per the Madison Township Resolution.

Applicant is Teays Valley Local School District, 385 Viking Way, Ashville, OH 43103

The Application can be reviewed at above location 10 days prior to meeting. Contact Zoning for appointment. 614-774-1998

The Zoning Commission has made a recommendation and the Trustees will make final decision at the Public meeting.

December 5, 2020
Circleville Herald - 611560

Madison Township Trustees

Public Hearing

December 16, 2020 7:00pm

The meeting was called to order by the chairperson, Ryan Smith. The roll was called:

| | | |
|-------------|--------------|-----|
| Roll called | RYAN SMITH | YES |
| | AUSTIN BROWN | YES |
| | BRIAN COOK | YES |
| | BEN BITLER | YES |

Additions or changes to the Agenda (Zoning Inspector): None

Rezoning Application

Applicant: Matt Koppitch, Bricker and Eckler

Owner(s): Teays Valley Local School District

Site Parcel: F 16-0-001-00-007-01

Acreage: 30.3 acres

Current Zoning: RR

Request: Amend Zoning Classification for parcel above to RBD

Presentation from Applicants: Matt Koppitch reviewed the application and explained reasoning for application.

Statement from Zoning Inspector: Rural planning commission recommended to approve application. Pickaway county commission recommend to approve application as well.

Speakers in favor of the Rezoning: None

Speakers against the Rezoning: None

Comments/questions: None

Commission Vote to change zoning:

| | | |
|-----------|--------------|-----|
| Roll Call | RYAN SMITH | YES |
| | AUSTIN BROWN | YES |
| | BRIAN COOK | YES |

Since there was no further business, Austin moved and Ben seconded the motion to adjourn.

| | | |
|-----------|--------------|-----|
| Roll Call | RYAN SMITH | YES |
| | AUSTIN BROWN | YES |
| | BRIAN COOK | YES |

Motion passed. Meeting adjourned.

Nicole Bitler, Fiscal Officer

Public in attendance: None