MINUTES
REYNOLDSBURG BOARD OF ZONING
AND BUILDING APPEALS
AUGUST 21, 2008
6:30 P.M.

A. CALL TO ORDER

1. ROLL CALL

Members Present:	Mr. Luca Haire Mr. Duane White Mr. Chris Long Mr. Norman Brusk Mr. Patrick Feeney
Staff Present:	Mr. Aaron Domini, Planning Administrator

2. APPROVAL OF MINUTES OF MAY 15, 2008 MEETING

Chairman Feeney: Approval of the minutes from the July 17th meeting. Any changes or questions or concerns on the minutes? (No response.) If not, they'll stand approved.

3. APPROVAL OF AGENDA

Mr. Feeney: Approval of the agenda. I understand we have an addition Item C2 major site plan extension 08 MS, so we'll go with that addition.

4. SWEARING IN OF SPEAKERS

(Mr. Feeney administered the oath.)

5. PUBLIC COMMENT - None

B. UNFINISHED BUSINESS - None

C. NEW BUSINESS

1. <u>VARIANCE APPLICATION: PARCEL #060-009141, REYNOLDSBURG, OHIO;</u> REQUESTING A VARIANCE FROM SECTION 1171.04 (B) OF THE REYNOLDSBURG ZONING CODE FOR FRONTAGE IN ORDER TO EFFECTUATE A LOT SPLIT. CONTACT: JILL TANGEMAN (36ZV).

Mr. Domini: First item of business is a variance application for the Traditions at Slate Ridge. The applicant is proposing to create essentially a lot split that's creating a lot without any frontage. Reynoldsburg Code of Ordinance does require that all lots have frontage, according to 1171.04 B. The ordinance for Traditions at Slate Ridge does not require a minimum lot frontage, but the Reynoldsburg Code of Ordinance does require a minimum frontage so that all lots have dedicated street frontage, so that's what we're getting a variance for today. You do have staff report in front of you. I think it might be more appropriate for this application if the applicant can present better than myself. So, with that, I turn it over to the applicant.

Ms. Sarah Herbert: Good evening. My name is Sarah Herbert. I'm attorney with Vorys Law Firm. I'm here with my colleague Gretchen Jeffries and we're representing the applicant, Traditions at Slate Ridge, LLC. I think you all have a smaller version of what I have here on my board. But by way of background, Traditions at Slate Ridge, LLC is a developer for Traditions of Slate Ridge Condominiums which was zoned, I think, in 2005. I wasn't part of that. Maybe, Lucas, you might have been – you might remember that. It was under the PUD. And this condominium development will rent eventually 92 units constructed. Currently it has 42 constructed and declared. And the developer is in the process of starting the procedures to finish the final phase, the final 52 units. I'm sure, as you're aware, the current market isn't the greatest, so we've run into some problems getting some financing for the final phase of construction. We haven't found a lender willing to finance the full thing, as one, you know, the remaining 52 units as a whole, but we have found two willing to finance the final phase in smaller portions, which is why we're requesting the lot split. And I provided this to Aaron to kind of illustrate why we require the variance from 1171.04 (B) because there's really no way to split this 3.9 acres which would give both of them frontage onto Slate Ridge Blvd. without the property line running through that building that's been on the final site plan along Slate Ridge Blvd. So, that's kind of why we're requesting the variance. We are going to place cross access easements on the property to ensure that the two acres have access. And eventually when the buildings are constructed and declared under the condominium documents they will, you know that problem will kind of go away. We're not changing anything in the final site plan as approved. We're still going to build what they said they're going to build. The footprint will be the same. We just need to have the lot split and the variance to permit us to finance the final construction. I think I've covered everything we'll take any questions.

Mr. Brusk: The final two ones – it will still be the same people -- will be owning--

Ms. Herbert: It's all the Traditions at Slate Ridge Condominium.

Mr. Brusk: It's all going to stay the same?

Ms. Herbert: Yeah.

Mr. Brusk: They're not making any changes in that?

Ms. Herbert: No.

Mr. Brusk: They're just changing lots so that they can finance the final phases.

Ms. Herbert: Yeah.

Mr. Brusk: --on the X lot and Y lot?

Ms. Herbert: Right.

Mr. Brusk: Right now if they didn't split it they'd be okay. Is that the case, or would you still have to come in for one of them?

Ms. Herbert: No. If they didn't split we'd be okay and, in fact, I think Lucas, you worked with me last year on this. We tried to get financing on the final three acres and we got a lot split approved for that, didn't we?

Mr. Haire: Yes.

Ms. Herbert: I think. And so we were fine.

Mr. Brusk: Yeah.

Ms. Herbert: It's 165' of frontage on Slate Ridge Blvd.

Mr. Brusk: I see no problems with this. It's just a technicality and the fact is that because there'll be roads and everything in there.

Ms. Herbert: Right.

Mr. Brusk: Because people won't have to climb over fences to get to their apartment?

Ms. Herbert: Right. No.

Mr. White: I guess I'm struggling on some -- a couple of questions I have and I want to express them. How does some 50 requirements are-- first, well I guess you indicated that only one owner would own the entire plot still, even if it's divided?

Ms. Herbert: Well, Traditions at Slate Ridge would have to, for the purposes of financing; they're going to transfer it to Slate Ridge 2, which is – or Slate 2 which is like a related subsidiary in order to get the financing from the lenders. But, I mean, they're still going to develop it the same, you know, with all the commitments they've made to the City and under the site plan and the PUD text. It's just-- and it's still going to be declared under the Traditions at Slate Ridge Condominiums. It's just a matter of, I guess a technicality so that we can get it financed.

Mr. White: Okay. I guess it goes with the other question, I'm looking at the actual variance and basically our code basically says that you have to have frontage at, you know, street—

Ms. Herbert: Frontage.

Mr. White: Property, frontage for each lot and you're asking for a variance and the variance language refers to hardship and specifically 1171.04 (B) defines a hardship and it says that, you know, basically in part, economic hardship is not grounds for a variance and, two, further hardship complained of not self-created. And I'm wondering, how do you get around those two?

Ms. Herbert: Well, I mean, I don't believe that this is really -- the tight credit market and the inability, the unwillingness of lenders to really finance has been self-imposed.

Mr. White: Well, I refer to self-imposed because my looking at various public records and apparently Traditions at Slate Ridge originally owned the whole entire lot, including on your map here. Your outline shows your first amendment, second amendment and third amendment.

Ms. Herbert: Right.

Mr. White: Apparently, just my review of the County Recorder's office, these plots were – these amendments were actually transfers from the Traditions at Slate Ridge to these particular owners, one of them being of the Slate number two LLC. So what I'm thinking is it looks like Traditions at Slate Ridge, by developing these areas and then transferring them out and closing in left only one way for a plot to be abutted to a street, namely the Slate Ridge Blvd. So what I'm wondering is, did not they put themselves in their own predicament they're now requesting the variance for?

Ms. Herbert: Well I think-- I don't know if they were transfers in the respect that they're declaring buildings as they're sold, I gather, or as units are sold which is, I mean, obviously you can't really predict where people are going to want to build I guess, where buyers are going to want to build, so it's just, in terms of how it progressed in the recording under the condominium document, we were subjecting that land to the condominium declaration. We weren't really _______.

Mr. White: What I was asking—

Ms. Herbert: I don't know the answer.

Mr. White: No, what I'm saying is that originally the whole entire, when I said the whole plot—

Ms. Herbert: Um-um.

Mr. White: --namely I guess I'm looking at, it's on-- You have it on your listing here at 2.03 acres as actually identified as IN200603100045892. That apparently before it was actually transferred, apparently it extended out to Slate Ridge Blvd. and it was owned apparently by Traditions at Slate Ridge, LLC.

Ms. Herbert: Which one are you talking about?

Mr. White: Again, the plot that says 2.032.

Ms. Herbert: Oh, yes. Yes.

Mr. White: That apparently was a larger plot that actually was owned by Traditions at Slate Ridge, LLC and extended all the way out to Slate Ridge Blvd.

Ms. Herbert: Right. Before this building--

Mr. White: And that's what I'm going back to—

Ms. Herbert: --had sold.

Mr. White: And I guess, you know, the practicality is that we can get everything laid out and there is an agreement that there will be frontage road on the other part, you know, it would be no problem. But I'm saying did not Slate Ridge -- Traditions at Slate Ridge create its own problem by creating these little subdivisions here, or these sections, and then taken away the frontage to the road?

Ms. Gretchen Jeffries: I'm Gretchen Jeffries. I'm working on this with Sarah and I think, if I'm understanding your questions correctly, I think what's happened is in any normal condominium development situation we've got phases and we didn't anticipate that market kind of changing the way it did when we were working through our phases, so to see this coming we were a little bit blindsided. When, you know, we were just moving forward in phases, we didn't mean to land lock or get ourselves in the situation where we would be land locking and have to come ask you all for a variance. This is just kind of what happened when our financing changed as our stages were moving forward, then we got into a position, things got sketchy in the market and lenders frankly are just -- they're not willing to do hardly anything and, as you probably know, have to beg and plead and work with. And that's where we find ourselves, in that position, and that's why we're here tonight.

Mr. White: Of course, yeah. And I guess I'll probably go along with the approval if we get to that point but the other part of it is that, how is this not a self imposed economic hardship?

Ms. Jeffries: Right. I understand that. I think that you could definitely characterize it as an economic hardship. I think what happened is not necessarily an economic hardship where we find ourselves in a position where this is the piece of property that's left on a bigger picture project. It wasn't that, you know, we intended to be here. It's just where we find ourselves and that's what the land that was remaining was left to us, so that we're dealing with that hardship of it. I see why you want to say and categorize it as economic and we are just saying we stood before you before and wanted to develop this piece of property this way, we've got this plan and now we find ourselves in the situation where we're halfway through the project and we're just trying to finish it. The other thing is, if we don't finish it, then we're really left in a mess where you have half a condominium completed, and the other half we can't do anything with, so.

Mr. White: So, one thing that's my concern, going one step farther. If you actually transfer this to Slate, LLC would there be some conditions that they would actually develop this into a roadway so that it eventually it will be--

Ms. Jeffries: Right. That is already built into the plan, number one and number two. They'll be under all the condominium documents that are already in place so Slate is actually us, it's just a subsidiary and so we are doing is to attempt to finish. We're not going to land lock anybody from getting out. And when everything is developed, there will be roads that come through the condominium complex which will give them access to Slate Blvd., is that correct?

Ms. Herbert: Right.

Ms. Jeffries: And that's the idea. It's a big picture plan. There will be roads though, they're just not built yet.

Mr. White: You just raised another question when you said Slate is actually owned by, you know, Traditions of—Slate, too, is owned by Traditions. I guess it's a subsidiary of some sort.

Ms. Jeffries: That's only related entity _____________

Mr. White: Then where's this economic hardship? I mean, it's not a hardship. Let's not term it that way, but where's the difficulty in financing that come in is they're basically one and the same?

Ms. Jeffries: We've got just two different lenders that-- One lender won't do the whole--

Ms. Herbert: Lenders aren't willing to do that size of a project any longer. They're just not.

Ms. Jeffries: Right. But we've got two banks that said, "Hey, we'll finance you for 30 of the condos." And then another one had said, "Well, we'll finance 22." And so we want to use both those banks to finish this project. We just-- Neither one of them are willing to do the whole enchilada of 52 and that's where we find ourselves.

Mr. Haire: Is the intention that these will be condominiums in the future and that there'll be a condo plat associated with them?

Ms. Jeffries: Yes. These are all going to be declared as condominiums. They're going to be part of the same condominium development just as they were in the original.

Ms. Herbert: In fact, we'll just be amending the documents that are in place, correct, to add them on?

Ms. Jeffries: Yeah.

Mr. Haire: And and it's not the intention that these will be apartments?

Ms. Jeffries: No.

Mr. Haire: And that they will hold onto these?

Ms. Herbert: That they're condos.

Mr. Haire: Okay.

Ms. Herbert: No.

Ms. Jeffries: Now, there's no leasing-- I mean, the owners can rent them out, but—

Mr. Haire: Correct. But they're currently being marketed for rent—

Ms. Jeffries: No, these are—

Mr. Haire: --so that's- I wasn't sure that the intention--

Ms. Jeffries: Yeah, these are—

Mr. Haire: --was that these will be sold as condominiums.

Ms. Jeffries: Yeah. These are going to be—

Ms. Herbert: Condominiums

Ms. Jeffries: --condominiumized, yeah.

Mr. Feeney: The one question I have on your lot plans (inaudible)

Ms. Jeffries: That was an amendment that was added to the – it was subjected to the condominium documents so it's -- this is all essentially, I mean, I guess to think of it theoretically under condo law, this is all essentially one development now. It's like one parcel. It's just a matter of when it was subjected or when a building was built and done and subjected to the condominium documents.

Mr. Haire: So it's basically a phase—

Mr. Jeffries: And it's actually already done. I'm sorry.

Ms. Herbert: (Inaudible – off mike)

Mr. Haire: The county recorder puts the lines in on the plat, so it's really the same parcel. It's part one, two, three, four.

Ms. Jeffries: The parcel numbers are assigned to the individual units.

Mr. Feeney: (Inaudible – off mike)

Ms. Jeffries: Four acres.

Mr. Feeney: (Inaudible – off mike)

Mr. Haire: Yes.

Ms Herbert: (Inaudible – off mike)

Mr. Haire: And then in the future it'll be the same thing where they'll plat these as condominiums and they'll work the same way.

Mr. Feeney: I wasn't sure if these were three different parcels or--

All right. Are there any other questions from the Board, comments or concerns?

Mr. White: Well, one other question. I think it was indicated in the application or at least in our notes that there would be an easement allowance for the one that's remaining eventually when they will have access to the Slate Ridge Blvd.?

Ms. Herbert: Yes.

Ms. Jeffries: Yeah. We're going to place shared access easements on those on parcels.

Mr. White: Okay.

Ms. Herbert: Thank you.

Mr. Feeney: Any other questions? (No response.)

Mr. Brusk: I move that we approve Variance C1 (36-CV).

Mr. Long: I'll second.

Mr. Domini: I would just make the condition, if I could, just the condition that the easements allowance be a part of that approval, that they will allow easements for the part that's being closed off into the—

Mr. Long: I'll accept that stipulation.

Mr. Feeney: Could we have the roll, please?

(Mr. Domini called the roll. Mr. White voted "yes." Mr. Long voted "yes." Mr. Brusk voted "yes." Mr. Feeney voted "yes." Mr. Haire voted "yes.")

2. MAJOR SITE PLAN EXTENSION 08 MS: 1636 GRAHAM ROAD, REYNOLDSBURG, OHIO; REQUEST TO EXTEND THE MAJOR SITE PLAN APPROVAL PASSED JULY 19, 2007. CONTACT: RUSSELL HENESTOFEL (EMHT).

Mr. Domini: I'll read the letter dated August 21, 2008 into the record.

"Dear Mr. Haire, On behalf of Reynoldsburg United Methodist Church, we are formally requesting an extension of the major site plan approval granted by the City of Reynoldsburg on July 19, 2007 for an additional six month period. Due to past financial constraints, the final engineering plans and construction of the improvements as approved during the July 2007 could not commence. Based upon granting by the City of Reynoldsburg the six month extension, the required Plot, Grade & Utility Plan will need to be submitted to the City by January 19, 2009 for their review. If plans are not submitted by this date, it is understood that the previous 2007 approvals will be voided and the Church would then be required to submit a new application for Major Site Plan approval.

"We appreciate your and the City of Reynoldsburg assistance on this matter. Sincerely, Russell A. Henestofel, EMH&T."

Mr. Haire: I spoke with EMH&T -- with Russ regarding this application and he said that, you know, the church obviously has to raise the funds to be able to construct this and they have not been able to do so. They've had other projects that they've done in the meantime. So, basically, that's all that's delayed construction. They still want to do the projects. They raised the money to demolish the homes that were on those properties that they're going to expand the parking on, so it's just a matter of raising the money to pay EMH&T which is not cheap, as the City, I'm sure, well knows. But once they get that done, they'll have their engineering plans drawn up and they plan on, if they can raise the funds, to construct it next year.

Mr. Feeney: Does the Board have any comments or questions on that? (No response.)

Mr. Feeney: I will entertain a motion.

Mr. White: I'll make a motion that we, the Board, approve Item C2, Major Application Site Plan Extension, Item 08 MS.

Mr. Long: I'll second that.

Mr. Feeney: Please call the roll.

(Mr. Domini called the roll. Mr. Long voted "yes." Mr. Brusk voted "yes." Mr. Feeney voted "yes." Mr. Haire voted "yes." Mr. White voted "yes." Motion carried.)

Mr. Feeney: I don't see any other business on the agenda so we'll adjourn. Thank you very much.

D. OTHER BUSINESS - None

E. ADJOURNMENT

The meeting adjourned at ____________________ p.m.

______________________________	______________________________
Patrick Feeney, Chair	Aaron Domini, Planning Administrator

This document prepared by: Area East Secretarial Service
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