



Alex Furst, Chair
Keith Benner, Vice-Chair
Teresa Alabi
Amy Barnhart
Norman Brusk
Toni Kleckley
Anita Ward

Planning & Zoning Board

7232 East Main Street
Reynoldsburg, OH 43068
www.reynoldsburg.gov

Eric Meyer, Development Director
Melissa Butler, Administrative
Assistant

Thursday, February 20, 2025

6:00 PM

Council Chambers

A. CALL TO ORDER

1. ROLL CALL
2. APPROVAL OF AGENDA
3. SWEARING IN OF SPEAKERS

B. PUBLIC COMMENT

C. UNFINISHED BUSINESS

1. App# 2024-0565; 6014 E. Livingston Ave; John Gleason for Caribbean Grocery Store LLC; Conditional Use

D. NEW BUSINESS

1. App# 2025-0033; 6675 Woodsedge Dr; Kevin Farrell of Great Day Improvement for Toyia Hall; Variance
2. App# 2024-0770; 6008-6014 E. Livingston Ave; John Gleason for One Souss LLC; Variance

E. OTHER BUSINESS

F. ADJOURNMENT

ADJOURNMENT

February 11, 2025

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: John A. Gleason for Caribbean Grocery Store, LLC; 6014 E Livingston Avenue:
Conditional Use Application – Food Sales – Small Format Grocery

Planning and Zoning Board:

Below is the staff review of the above referenced Conditional Use Application.

1. Project Summary

- a. **Site Summary:** The subject site is addressed 6008-6014 E Livingston Avenue and the subject tenant space is located at 6014 E Livingston Avenue. The subject parcels are 0.49 acres with a building that is divided into multiple tenant spaces. The entire building is approximately 7,072 square feet according to the Franklin County Auditor's website. The subject building has had a variety of tenants with different uses including a restaurant, a personal care and beauty services use, and a tattoo parlor. The applicant states that the square footage of the subject tenant space is 700 square feet, however the site layout states 1,245 square feet of floor area. According to the applicant, the subject tenant space was previously used as a bar establishment. The subject site is zoned I, Innovation District.
- b. **Surrounding Zoning:** The surrounding zoning of the subject site consists of I, Innovation to the west, north, and east. The subject site borders the City of Columbus to the south. The surrounding land uses consist of a tire shop to the east, what appears to be a vacant building to the west, and a commercial building to the north.
- c. **Applicant's Request:** The applicant is requesting to use the subject tenant space use for a Food Sales – Small Format Grocery, which was listed as a conditional use in the I, Innovation zoning district under the Zoning Code prior to the most recent update. The applicant submitted this Conditional Use request before the most recent Zoning Code update went into effect on August 24, 2024. The applicant intends to operate a grocery store 7 days a week from 8am to 9pm. The applicant states that the storefront contains approximately 700 square feet of gross floor area, that the store will employ 2 employees, and that deliveries from vendors will occur 1 or 2 times a week.
- d. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the Innovation District is intended to "...[I]nclude a mix of industrial and office uses intended to serve as economic centers for Reynoldsburg and surrounding communities. Professional office users such as research and development, laboratory, and technology businesses, among others are encouraged"

2. Project Review

- a. **Definition:** Food Sales – Small Format Grocery: A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 500 square feet but not more than 25,000 square feet of gross floor area. At least 10 percent of a small format grocery shall be devoted to the sale of fresh produce at all times
- b. **Conditional Use Standards:** Conditional Uses are required to meet the general standards found in Section 1109.13.D.i-viii:
 - i. The proposed use shall be in harmony with the existing or intended character of the zone or district and nearby affected zones and districts and shall not change the essential character of the zones and districts;
 1. Staff finds that the proposed use is in harmony with the existing character of the I, Innovation zoning district at the time of the application, and that the use will not change the essential character of the zoning district.
 - ii. The proposed use shall not adversely affect the use of adjacent property;
 1. Staff finds that the proposed use will not adversely affect the use of adjacent properties.
 - iii. The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
 1. Staff finds that the proposed use will not adversely affect the health, safety, morals, and welfare of persons residing or working nearby based on the information provided in the application.
 - iv. The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
 1. Staff finds that the subject site is adequately serviced by public facilities and services. The Fire Department has no concerns with the application at this time.
 - v. The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district;
 1. Staff finds that the proposed use will not impact traffic significantly different from permitted uses in the zoning district.
 - vi. The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
 1. Staff finds that the proposed use meets the general purpose and intent of the Zoning Code and complies with applicable specific provisions of the Code, but does not meet the intentions of the I, Innovation District as described in the 2018 Comprehensive Plan.
 - vii. The proposed use complies with the applicable specific provisions and standards of this Code;
 1. **Off-street Parking Requirements:** Required off-street parking spaces for a Commercial Center – Outdoor – Small is detailed in

Table 1105.01A and the requirement is 1 parking space for each 300 square feet of floor area.

- i. According to the Franklin County Auditor's website, the total square footage of the entire building is approximately 7,072 square feet. The required off-street parking spaces for the entire building is 24 parking spaces. It is unclear how many parking spaces there are on the existing site based on the information provided in the application.
 - a. Staff finds that the applicant will need to submit an official site plan showing how off-street parking requirements are met in Section 1105.01 of the Zoning Code.
 1. If the required parking cannot be met for the site, a variance would likely be needed for the site.
 2. The applicant will need to provide an official site plan for the site, showing how all development standards that are applicable in the Zoning Code are met. If the required standards cannot be met, a variance to said standard would likely be needed before any New Business/Use Application is approved by staff.
- viii. The proposed use shall be found to meet the definition and intent of a use specifically listed as a conditional use in the zone or district in which the subject property is situated.
 1. The definition of Food Sales – Small Format Grocery is defined in the Code as: "Food Sales - Small Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 500 square feet but not more than 25,000 square feet of gross floor area. At least 10 percent of a small format grocery shall be devoted to the sale of fresh produce at all times."
 - i. Staff finds that the applicant has submitted a sufficient interior floor plan meeting the definition of a Food Sales – Small Format Grocery. The applicant however has submitted 2 different layouts. Both layouts meets the 10 percent requirement, the applicant will need to identify which layout they intend to go with during their Zoning Certificate New Business/Use application.
 - ii. The applicant has identified the required fresh produce area as fruits and veggies. In the past the Planning and Zoning Board has defined "fresh produce" as fruits and vegetables only.

3. Recommendation

- a. If the Planning and Zoning Board decides to grant the conditional use for a Food Sales – Small Format Grocery, staff recommends that the following conditions be placed on its approval:

- i. The applicant submit a to scale site plan showing the required parking and other development standards required by the zoning code are met.
 - ii. That if a parking variance or any other variance is required for the subject site, that the applicant receive the required variances from the Planning and Zoning Board.
 - iii. That fresh produce be defined as fruits and vegetables only, and that the applicant adhere to this definition.
 - iv. The applicant revise their drawings and any other materials, to show a final set of plans that meet the approved conditional use conditions.
- b. If the Planning and Zoning Board decides to deny the conditional use for a Food Sales-Small Format Grocery, staff recommends denial based on the following reasons:
 - i. That the subject site does not meet the specific provisions of the zoning code in the conditional use findings of facts. Since a variance application to reduce the required parking on this site has been applied for by the applicant, this signals a variance is needed for the subject site to meet Section 1109.13.D.vi conditional use standards.
- c. If the Planning and Zoning Board would like to hold the application, due to the applicant being able to provide additional information such as a site plan, then staff would recommend that the applicant request such hold before the Planning and Zoning Board with a specific date, of which the application will return to go before the Planning and Zoning Board.

Reynoldsburg

Department of Development
Planning and Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

*All Applications are submitted in person,
through mail or to the Building
Department by email at
permit@reynoldsburg.gov.

App./Case#: _____

Date Submitted: **AUG 23 2024**

*Please know that an application will not be processed until payment has been received.

Fee Amount: _____

PLANNING AND ZONING BOARD VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

Property Address: 6014 East Livingston Avenue	Parcel ID#(s): 060-001840-00
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I. PROPERTY OWNER OF RECORD

Property Owner Name(s): One Souss LLC	
Contact Email: souss2015@hotmail.com	Contact Phone Number: 614-218-1448

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: Caribbean Grocery Store LLC	Contact Name: Jeanriel Barjon
Contact Email: jeanbarjon2@gmail.com	Contact Phone Number: 614-596-9836
Description of Use: Food Sales- Small Format Grocery	

III. APPLICANT INFORMATION

Applicant Name: John A. Gleason	Applicant Address: 4200 Regent Street, Columbus, Ohio 43219
Applicant Phone Number: 614-296-1281	Applicant Email: jgleason@gleasonlawofficellc.com
☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Attorney/Engineer ☒ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☐ Variance ☒ Conditional Use ☐ Variance or Conditional Use Extension (\$50)

☐ Residential (single-family residential only)(\$200) ☐ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.]

The property in question was a liquor permit premise (bar). The current tenant would like to have a small
format grocery. Such use is a Conditional Use in the Innovation Zone. Section 1103.23.

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: _____

Date: **8-23-2024**

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information Additional Approval Required

Zoning District: _____ ☐ Major/Minor Site Plan
☐ Olde Reynoldsburg District ☐ Other: _____

PZB Meeting

Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Administrator: _____ Date: _____

CONDITIONAL USES

Initiating a Conditional Use

A conditional use application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

The Board may determine that additional studies or expert advice are necessary to evaluate a proposed Special Exception relative to the requirements of the Code. *See next page for more details.*

Along with a completed application form, please submit eleven (11) hardcopy packets of all required items. Please also submit one (1) electronic copy, a PDF or similar scan of the completed application and packet.

What information must be provided with a Conditional Use ?

An application for a Conditional Use shall be submitted using the attached form and shall include the following:

☒ Description of the existing use of the lot and of adjacent lots

☒ A statement of the conditional use for which the application is submitted.

☒ The application shall also include a description of the activities proposed on the site, including the goods and services, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will enable the Board to understand the nature of the proposed use and its potential impacts;

☒ A plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;

☒ A narrative statement discussing the compatibility of the proposed use with the existing uses of adjacent lots including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;

☒ A narrative addressing each of the applicable criteria set forth in section 1145.09

Such other information as the Board deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations may be required. Such additional information may include, but shall not be limited to:

- Traffic impact analysis;
- Storm water impact analysis;
- Utility impact analysis.

How much will a Conditional Use cost?

The fee for a Conditional Use is two hundred dollars (\$200) for a residential conditional use, and four hundred and fifty dollars (\$450) for all other conditional requests.

What is the time frame for review of a Conditional Use Permit?

An application for a Conditional Use Permit will take approximately one to two months. The Planning and Zoning Administrator will review the application and determine if it warrants public review. If it is determined it needs public review, the application will then be placed on the next Planning and Board Meeting.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at 614-322-6829.

OR Visit our website at:

<http://www.reynoldsburg.gov>

Section 1109.15

STANDARDS FOR ALL CONDITIONAL USES

In review of a Conditional Use application, the Board shall consider whether the application is complete and whether it provides adequate evidence that the proposed special exception is consistent with the following standards:

- ☒ The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;
- ☒ The proposed use shall not adversely affect the use of adjacent property;
- ☒ The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
- ☒ The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
- ☒ The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district;
- ☒ The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
- ☒ The proposed use complies with the applicable specific provisions and standards of this Code;
- ☒ The proposed use shall be found to meet the definition and intent of a use specifically listed as a special exception in the district in which it is proposed to be located, except as otherwise provided by this Zoning Code.

In approving a Conditional Use, the Planning and Zoning Administrator or the PZB may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of the Code. Such conditions may include:

- Locations, setbacks, and configurations of structures and of uses of interior and exterior spaces;
- Screening comprised of landscaping, walls, fencing or other materials or construction;
- Access points and traffic management provisions, including those impacting vehicular and pedestrian access and the locations and design of parking facilities;
- Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
- Other features of construction, including but not limited to paving and parking, signs, and landscaping;
- Hours and method of operation
- Maintenance of the site, structures, landscaping;
- Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
- A time limit for operation of the use.

STATEMENT IN SUPPORT OF CONDITIONAL USE APPLICATION

6014 East Livingston Avenue
Parcel Number 060-001840-00 (the "Property")

Applicant is seeking conditional use approval at the Property for a Food Sales-Small Format Grocery within the Innovation Zone. The Property was previously a liquor permit premise operating under the name Putters Pub. Other establishments in the retail structure include a tattoo parlor, a hair braiding establishment and a wing restaurant.

As set forth above, the Tenant seeks to operate a small format grocery store which will primarily sell food and produce, but also may sell other convenience and household goods. The storefront contains approximately 700 square feet of gross floor area.

At the present time, it is anticipated that the store will be open every day from 8:00 a.m. to 9:00 p.m. It also is anticipated that the store will employ approximately two (2) employees. Deliveries from vendors will occur one (1) or two (2) times a week, but it is not anticipated such deliveries will negatively impact traffic flow or other tenants.

A site plan showing the location of the Property and a photograph depicting the structure on the Property are submitted herewith. Tenant does not anticipate making any structural changes to either the interior or exterior of the Property. Freestanding racks that will house the groceries and freestanding counters for checkout will be located within the Property.

Each of the Applicant, the Tenant and the Owner believe the proposed conditional use will be compatible with the adjacent lots and will have no negative impact on traffic circulation, noise, glare, odor, fumes, vibration and/or storm water. In fact, all parties believe that the proposed conditional use will be less intrusive than the prior use.

Addressing each of the eight (8) conditional use standards, Applicant respectfully submits the following:

1. The proposed use will be in harmony with both the existing zone and nearby zones and will not change the essential character of such zones.
2. The proposed use will not adversely affect the use of any adjacent property.
3. The proposed use will not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood.
4. The proposed use will be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools.

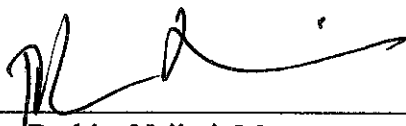
5. The proposed use will not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district.
6. The proposed use will be in accord with the general and specific objectives, and the purpose and intent of the Reynoldsburg Zoning Code, the Land Use Plan and any other plans and ordinances of the City of Reynoldsburg.
7. The proposed use complies with the applicable specific provisions and standards of the Reynoldsburg Zoning Code.
8. Food Sales-Small Format Grocery is specifically listed as a conditional use in the Innovation Zone. The proposed use shall be found to meet the definition and intent of a use specifically listed as a conditional use in the zone or district in which the subject property is situated.
place since late 2001. Second, the fence starts over 40' back from the Scottsdale Ave. sidewalk (on the north) along the west side of the house and ends over 100' from the Ramblewood Ave. sidewalk (on the south). Third, there are no visibility impediments from either Mercer Ave. or Scottsdale Ave.

All in all, the Applicant, Tenant and Owner believe that the proposed use will be a net positive to the retail structure and the area as a whole.

One Souss LLC, Owner of the Property, consents to the proposed conditional use.

ONE SOUSS LLC

By: _____



Brahim Nejjari, Manager

AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

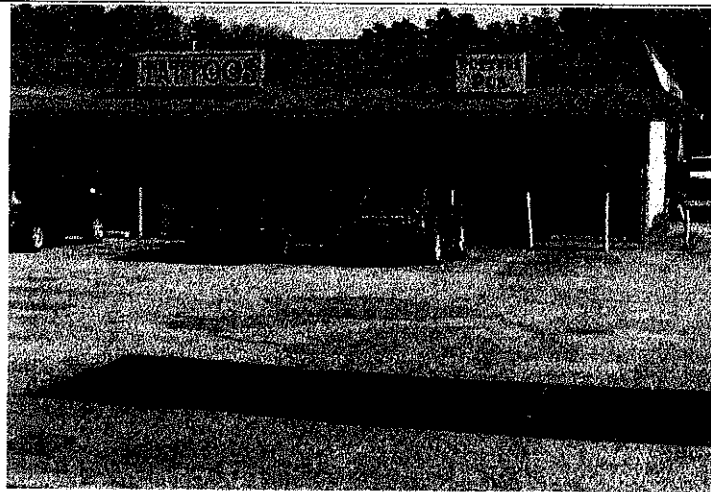
Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links



060-001840 07/22/2022



Public



Public



Public



Public



Public

Disclaimer:

The information on this web site is prepared from the real property inventory maintained by the Franklin County Auditor's Office. Users of this data are notified that the primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

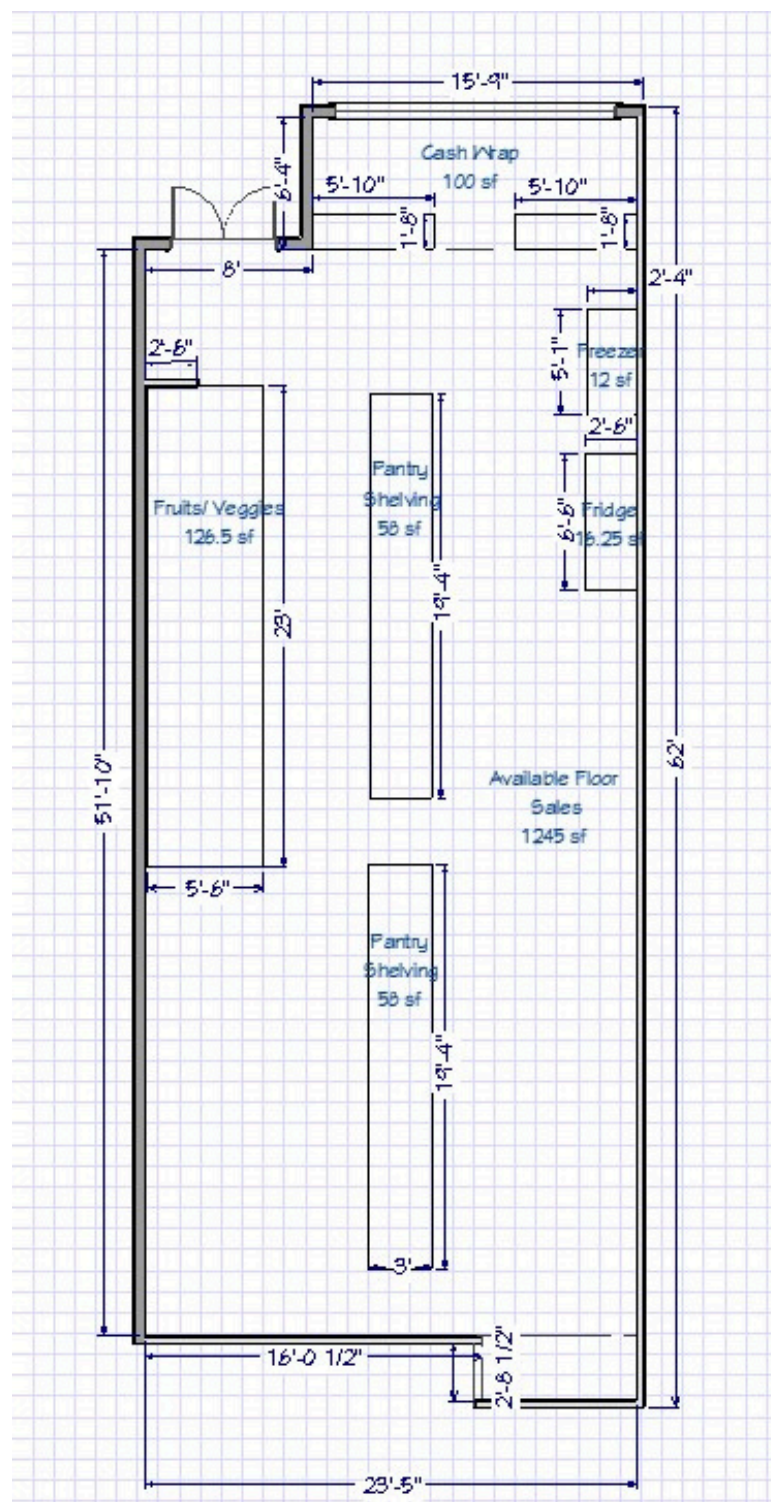
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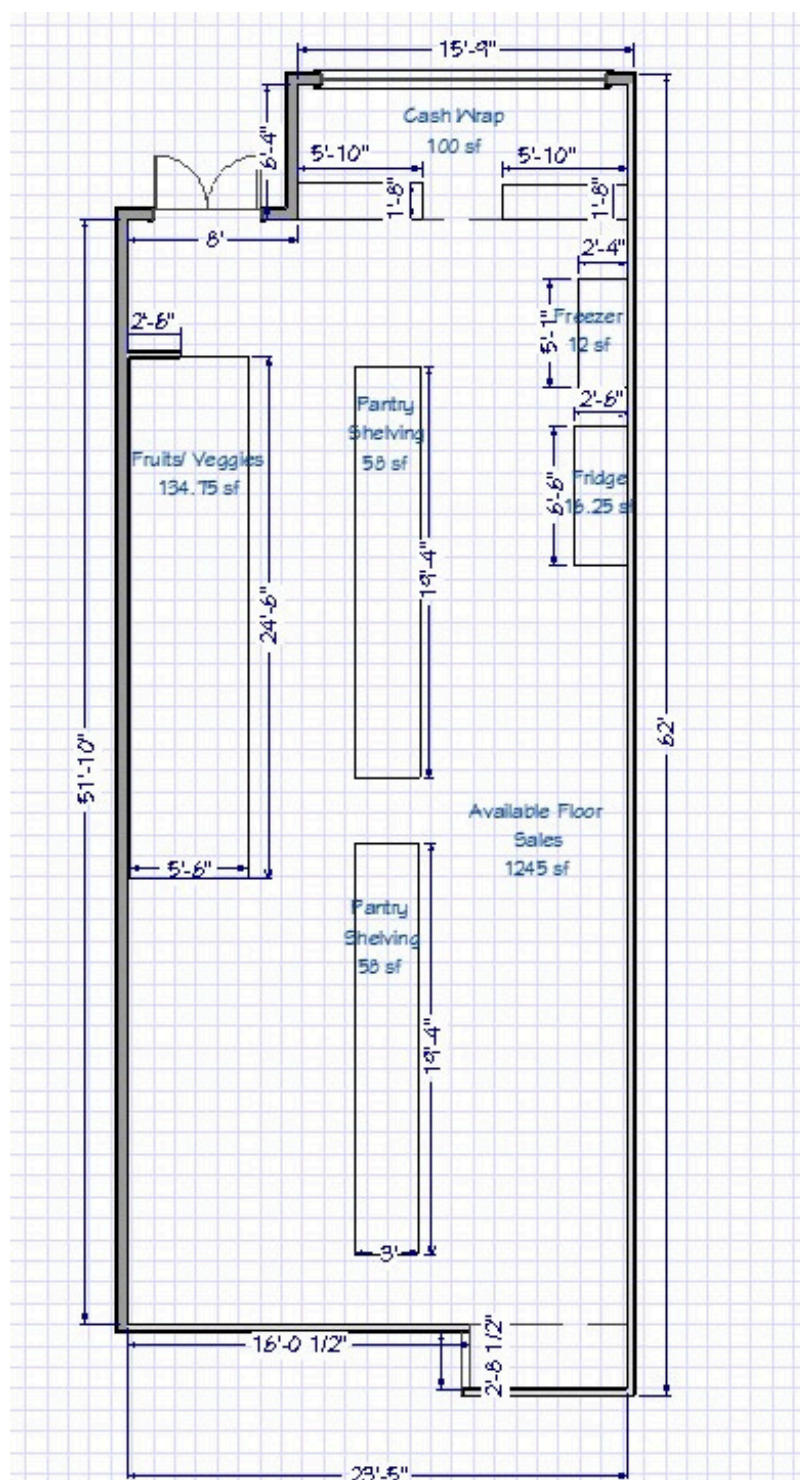
1604 EAST LIVINGSTON AVE
RENOLDSBURG, OH

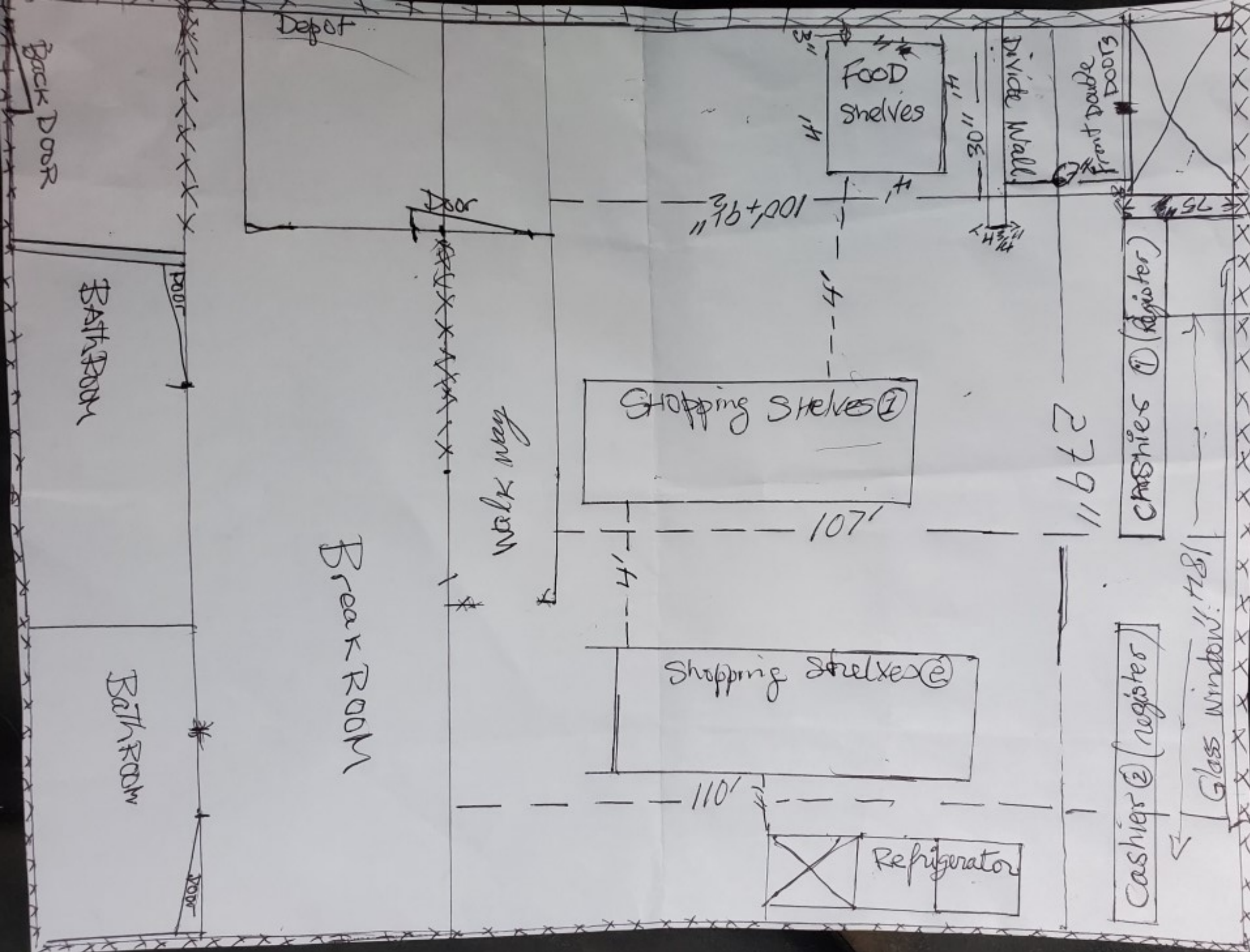
DRAWN BY: TAWNI STORER

LAYOUT 1



LAYOUT 2







From: [Phoenix Buathier](#)
To: ["John Gleason"](#)
Cc: [Eric Meyer](#)
Subject: RE: 6014 E Livingston - Conditional Use
Date: Thursday, January 30, 2025 4:23:00 PM

John,

It is my understanding that you were working with an engineer or architect to provide a site plan for this property. That the site plan, would then help staff determine if a variance would be needed for parking on the site. If there was a variance needed, which ones and how many. You turned in a Variance application in October with regards to the conditional use, because you were expecting a variance to be needed. I do not know specifically that you need one, but without a site plan, I can not answer this question. Since you applied for a variance for this site, it is seen that one is likely needed. Because a Variance is likely needed, the board is not in the habit of approving a conditional use, until all variances that could be needed for the site are applied for and approved (i.e. Section 1109.15.7 Conditional Use's Condition that states, "The proposed use complies with the applicable specific provisions and standards of this Code").

A site plan is needed for the zoning Variance and Conditional Use Applications, to show the required parking that is out there today. The variance request does not specify what is specifically being requested, because the document sites two different building square footages. This needs to be clarified in the request, and the requested number needs to be finalized for a variance. It is also possible that a drive aisle may be need for the site, but staff is not sure until a site plan is presented.

A store layout, that is to scale is also needed for the Conditional Use Application. The store layout should have the square footage of the unit, the location and square footage of the "fresh produce", and showing how the Definition of, "Food Sales – Small Format Grocery" is met.

I spoke with a gentleman today who was going to work on a site plan for this property, however that site plan would need to be submitted today for it to be a part of the review that will go before the board in 3 weeks. This will likely need to be tabled until all information is gathered, however the board has set a date for it to return at the February 20, 2025 meeting, so it will have to go to the Planning and Zoning Board.

Best,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Thursday, January 30, 2025 8:20 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Please, call me John. I feel old enough these days. I hope you had a good New Year.

The building owner is going to go ahead and get the lot striped for the required number of spaces. Given that, what else do you need for the upcoming hearing?

Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Office: (614) 944-5180
Mobile: (614) 296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054



***** Notice from Gleason Law Office LLC *****

This message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read, print or forward it. Please reply to the sender that you have received the message in error, then delete it. Thank you.

***** End of Notice *****

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, January 16, 2025 10:22:02 AM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: RE: 6014 E Livingston - Conditional Use

Mr. Gleason,

I wanted to send a reminder email, since it has been almost a month, letting you know that you are two weeks from the February 20, 2025 meeting packet deadline, which is January 30, 2025. If you have any questions regarding the application, submittal or anything else, please feel free to reach out, I am happy to assist.

Hope you are having a good New Year!

Best,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: Phoenix Buathier
Sent: Friday, December 20, 2024 8:27 AM
To: 'John Gleason' <jgleason@gleasonlawofficellc.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>; Melissa Butler <MButler@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>
Subject: RE: 6014 E Livingston - Conditional Use

John,

I wanted to follow up from last night's Planning and Zoning Board meeting to let you know that the deadline for the February 20, 2025 meeting is January 30, 2025.

If you have any questions, please feel free to call or email.

Sincerely,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Wednesday, December 11, 2024 3:06 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

And please, call me, John.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

***** Notice from Gleason Law Office LLC *****

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***** End of Notice *****

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Wednesday, December 11, 2024 3:05:04 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

Understood. Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

***** Notice from Gleason Law Office LLC *****

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***** End of Notice *****

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Wednesday, December 11, 2024 2:34:00 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Mr. Gleason,

I just wanted to reiterate that the drawings you showed us today will not be in the packet that is published and sent to the board tomorrow. You are welcome to bring copies for them to see, however this is not enough time for us to send to other external internal departments to review.

If you have any questions, please feel free to email or call.

Best,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

T 614-322-6829 | **F** 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Wednesday, December 11, 2024 12:44 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

I just realized the address is incorrect on the drawing. I am having it changed. Thanks.

From: John Gleason

Sent: Wednesday, December 11, 2024 12:41 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

For our call. Thanks.

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Tuesday, December 10, 2024 12:38 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

John,

Tomorrow at 2pm works. If you wouldn't mind calling 614-322-6850, it would be appreciated.

Best,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

T 614-322-6829 | **F** 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Tuesday, December 10, 2024 11:53 AM

To: Marie Meeks <mmeeks@reynoldsburg.gov>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Yes. Can we do tomorrow at 2?

From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Tuesday, December 10, 2024 10:10 AM

To: John Gleason <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Hi John,

Phoenix and I would like to have a quick 5-10 minute phone call with you to discuss the 6014 E Livingston Avenue Planning and Zoning Board case sometime today or tomorrow. Do you have any availability today or tomorrow between the hours of 8:30am-3:30pm?

Thank you,

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Marie Meeks

Sent: Friday, December 6, 2024 4:02 PM

To: 'John Gleason' <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Importance: High

Hi John,

This case will be held at the 12/19/2024 Planning and Zoning Board meeting due to the Planning and Zoning Board's approved motion to hold this case to no later than the 12/19/2024 Planning and Zoning Board meeting. Please know that as the applicant, you are allowed to request that the application be tabled to a later meeting date, but the Planning and Zoning Board is not guaranteed to accept the request.

Thank you,

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Friday, October 4, 2024 10:32 AM

To: Marie Meeks <mmeeks@reynoldsburg.gov>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

I apologize, I have had some personal issues, and we are having some issues finding someone to finalize the plans. I will follow up ASAP. Thanks and have a great weekend.

From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Thursday, October 3, 2024 2:31 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: 6014 E Livingston - Conditional Use

Good Afternoon,

I just wanted to reach out and let you know that the deadline to submit additional material for the 10/17 Planning and Zoning Board meeting passed on 9/26 and we have not received any additional documentation for this application. This case will go before the Planning and Zoning Board on 10/17 at 6pm in City Hall Council Chambers, 7232 E Main Street.

Please feel free to reach out with any questions.

Thank you,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

Marie Meeks

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Tuesday, September 10, 2024 1:14 PM
To: Marie Meeks
Subject: RE: 6014 E Livingston - Conditional Use - Small Format Grocery

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Marie, I hope all is well. The total interior square feet is 700. I am trying to make the drawing prettier and will get it to you ASAP. Getting hacked is no fun.

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Thursday, August 29, 2024 2:27 PM
To: Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use - Small Format Grocery

Thanks. I'll get that revised.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

***** Notice from Gleason Law Office LLC *****

This message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read, print or forward it. Please reply to the sender that you have received the message in error, then delete it. Thank you.

***** End of Notice *****

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Thursday, August 29, 2024 2:24:56 PM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Subject: RE: 6014 E Livingston - Conditional Use - Small Format Grocery

Hi John,

This interior layout does not show where the fruits and vegetables are. There needs to be at least 10% of the floor area of the store dedicated to fresh fruits and vegetables. I can accept this, but staff would likely recommend denial of the application due to the lack of an interior floor plan that shows at least 10% of fruits and vegetables. I will also need the total square footage of the tenant space.

From: [Lieutenant Schmidt](#)
To: [Phoenix Buathier](#)
Subject: Re: 6014 E. Livingston Avenue - Variance Application - Parking & Conditional Use Application - Food Sales - Small Format Grocery
Date: Tuesday, February 11, 2025 8:31:06 AM
Attachments: [Outlook-tp0ymyvl.png](#)

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Phoenix,

Good morning.

We do not have any commits on this project at this time.

Thank you,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, February 10, 2025 12:33 PM
To: Lieutenant Schmidt <LTSchmidt@trurotp.org>
Subject: 6014 E. Livingston Avenue - Variance Application - Parking & Conditional Use Application - Food Sales - Small Format Grocery

Lt. Schmidt,

I am sending you 6008-6014 E. Livingston Avenue, Variance Application to reduce parking, and a Conditional Use Application to allow Food Sales - Small Format Grocery store on the site. The Application and related items that are scheduled for the February 20th Planning and Zoning Board meeting. Our code requires us to send out a staff report at least a week in advance of the meeting. Therefore, I am asking for any comments the Fire Department may have by February 12th so that we can incorporate them in the staff report that goes out first thing on February 13th.

If you have any questions please feel free to call or email. Thank you for your help.

Sincerely,

Phoenikx Buathier
PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

February 10, 2025

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Kevin Farrell of Great Day Improvements for Toyia Hall: Variance Application

Planning and Zoning Board:

Below is the staff review of the above referenced Variance Application.

1. Project Summary

- a. **Site Summary:** The subject site is located at 6675 Woodsedge Drive, Parcel ID #060-004532. The parcel is 0.27 acres and contains a Dwelling –Detached Single –Family. The subject site is zoned SR, Suburban Residential.
- b. **Surrounding Zoning:** The surrounding zoning of the subject site consists of SR, Suburban Residential. The surrounding land uses consist of Dwelling – Detached Single-Family.
- c. **Applicant's Request:** The applicant is requesting a Variance to deviate from Section 1103.17.III.Development Standards. Setbacks, which states that the minimum rear yard setback is 30 feet from the rear property line in the SR, Suburban Residential Zoning District. The applicant is requesting to deviate from Section 1103.17.III.Development Standards. Setbacks to allow a minimum rear yard setback of 6 feet and 9 inches from the rear property line.
- d. **Statement of Hardship:** The applicant states they are trying to use the previous 10 foot by 10 foot deck size deck area, to turn into an enclosed space off of their home. The applicant states that the deck is already non-conforming and were wishing to enclose this area, however they are required a variance. They are a placing the addition in this area, due to an existing door and deck being located in this area.
- e. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the SR, Suburban Residential district "...should largely consist of single-family homes situated on medium-sized lots."

2. Project Review

- a. The following variance factors are considered below:
 - i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 1. The applicant states that allowing this will not impede neighboring properties. Staff is of the opinion that a 10 foot by 10 foot addition will not be detrimental to the public welfare if permitted.
 - ii. The variance will not permit the establishment of any use which is not

otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.

1. The land use of Dwelling – Detached Single-Family is a permitted land use, and adding an addition onto the dwelling is also permitted in the SR, Suburban Residential District.
- iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
 1. Per the Franklin County auditor the home was built in 1976. The layout of the lot is not the standard parcel layout, however the lot is roughly 81 feet wide, with the house roughly 35 feet wide with a 10 foot deck. To meet the current zoning code standards of a 20 foot front setback and a 30 foot rear setback, the lot would need to be at least 85 feet wide for just the house and 95 feet wide for the existing deck area. However the parcel to the west of this lot, would likely have similar issues due to the same constraints, therefore would not be a special circumstances or conditions.
- iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 1. The applicant states that locating it to the side of the home would not be within their budget or design. The applicant has not provided a hardship with regards to showing that the practical difficulty is created by the strict application of the code. However staff is of the opinion that if an dwelling were to be built on lot today, it could not meet today's code standards with or without the addition. While the applicant looked at the side of the house and stated it was not within their budget, there is a sewer line that does run along the side of the house, as well as a power line. There could possibly be limitations to the use of the side yard, due to existing easements, however staff does not know what the easement area would be, therefore it can not be deemed a practical difficulty.
- v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 1. The applicant has requested the minimum variance required to

- accomplish the applicant's request.
- vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - 1. The variance, if granted, will not impair the supply of light and air, substantially increase congestion, endanger public safety, or significantly impact nearby property values. The Fire Department has stated they do not have issues with the requested variance.
 - vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - 1. Granting the variance solely based on the size and layout of the lot would set a precedent potentially for other corner lots, as well as the other 4 neighboring lots to this site, that have similar layouts. There does not appear to be a unique factor identified by the applicant for why the variance should be granted.
 - viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - 1. The applicant does not address this factor, but also does not use this factor as one of their reasons for requesting a variance. There are however, neighboring lands and structures in the SR, Suburban Residential district that have similar nonconforming structures. Granting a variance for this structure would set a precedent for neighboring properties that also do not meet the rear setbacks of SR, Suburban Residential within this neighborhood and other possible corner lots.
 - ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
 - 1. The applicant states that it may be able to be constructed on the side of the house, but would require more construction and demolition to the main home. There is a possible alternative, however it is unclear if potential easements on the site would limit the addition the side of the house, which staff would find to not be a matter of convenience.

3. Recommendation

- a. The requested variance is to allow the rear building setback to be 6 feet and 9 inches from the rear property line. The applicant states they are trying to add an addition onto the existing dwelling where a deck was previously located. That the applicant is now required a variance because of the zoning code. While staff would agree the strict application of the zoning code would limit their ability to build an addition, the applicant also has not fully researched the possibility of an addition being placed on the side of the house, and cited monetary reasons for not wanting to pursue it. A hardship due to economic factors is not allowed to be considered as a

hardship per the findings of facts. Staff is also concerned that if this variance is approved, that it will set a precedence for similar neighboring properties and other corner lot properties throughout the city. Based on these reasons, staff recommends denial of the requested variance.



Reynoldsburg

Department of Development
Planning and Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

*All Applications are submitted in person,
through mail or to the Building
Department by email at
permit@reynoldsburg.gov.

App./Case#: 2025-0033
Date Submitted: 1/29/25
Fee Amount: \$200.00

RECEIVED

*Please know that an application will not be
processed until payment has been received.

REYNOLDSBURG BUILDING DEPT

PLANNING AND ZONING BOARD

VARIANCE AND CONDITIONAL USE APPLICATION

☒ Paid: CK

Property Address: <u>6675 Woodsedge Dr</u>	Parcel ID#(s):
---	----------------

I. PROPERTY OWNER OF RECORD

Property Owner Name(s): <u>Toyia Hall</u>	RECEIVED JAN 29 2025
Contact Email: <u>toyia.hall@att.net</u>	Contact Phone Number: <u>(614) 679-6418</u>

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE) N/A

Business Name:	Contact Name:
Contact Email:	Contact Phone Number:
Description of Use:	

III. APPLICANT INFORMATION

Applicant Name: <u>Great Day Improvements / Kevin Farrell</u>	Applicant Address: <u>2097 Landon Rd Ste H Delaware, OH 43015</u>
Applicant Phone Number: <u>(313) 636-1324</u>	Applicant Email: <u>columbus@greatdayimprovements.com</u>
☐ Property Owner ☐ Business Owner/Tenant ☒ Contractor ☐ Architect/Engineer ☒ Contract Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☐ Conditional Use ☐ Variance or Conditional Use Extension (\$50)
☒ Residential (single-family residential only)(\$200) ☐ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 (min.)
Seasonal Enclosure - Rear yard Set Back

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: [Signature] Date: _____
By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information Additional Approval Required

Zoning District: _____ ☐ Major/Minor Site Plan
☐ Olde Reynoldsburg District ☐ Other: _____

PZB Meeting

Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Administrator: _____ Date: _____

Section 1109.11 VARIANCES

Initiating a Variance Request

A variance application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

What information must be provided for a Variance?

A property owner seeking a Variance shall submit a written request for Variance on forms provided by the Planning & Zoning Administrator. Such request shall include the following:

- ☒ Name, address, and telephone number of the property owner(s) and owner's agent(s);
- ☒ Legal description, address, tax district and parcel number of the property;
- ☒ Description of the nature of the variance requested and a statement address each of the standards for variance in the Code (see section 1109.13);
- ☒ Statement of the hardship;
- ☒ Such other information and exhibits as may be appropriate to establish the facts of the appeal and the grounds for relief.

✓ ****Note:** The application must be signed by the property owner for the property which pertains to the variance.

- ☒ Along with a completed application form, please submit ten (10) hardcopy packets of all required items. Please also submit a PDF or similar scan of the completed application and packet.

What is the time frame for a variance request? In general the application process takes 30-45 days. Once a variance application is submitted, it will be placed on the next PZB agenda. The PZB can hold the application but a decision must be reached by the Board within sixty (60) days.

Why might you request a Variance?

To allow development of property prohibited by current zoning if such development will not adversely affect the surrounding property or neighborhood and if the PZB is satisfied that it will alleviate some hardship or difficulty.

How much will a Variance cost?

The fee for a variance is two hundred dollars (\$200) for a residential variance, and four hundred and fifty dollars (\$450) for all other variance requests.

What are the next steps after a Variance approval?

The approved variance will need to be officially documented through the issuance of a zoning certificate or a zoning sign permit depending on the type of variance. Any action of the PZB granted a variance shall be valid for a period of 12 months.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at

614-322-6829.

OR Visit our website at:

<http://www.reynoldsborg.gov>

Signature line says Owner Or Agent
→ Included Consent to show
agency to act on Behalf of
homeowner

Section 1109.11.D

STANDARDS FOR VARIANCE

No variance in the strict application of the provisions of this Code shall be granted unless the Board makes specific findings of fact, based on the evidence presented to it, which supports conclusions that the variance conforms to the following standards. Such findings shall be stated for the record and reported in the Board's minutes.

- ☒ The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
- ☒ The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district, or which is expressly or by implication prohibited by this Code. (Note: Section 1107 for provisions regarding the replacement of non-conforming uses with other non-conforming uses.)
- ☒ There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures.
- ☒ There must be deprivation of beneficial use of land, as opposed to mere loss in value as justification for the variance.
- ☒ There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
- ☒ The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
- ☒ The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
- ☒ The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
- ☒ No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
- ☒ The variance is not a matter of convenience when other remedies are available within the provisions of this Code.

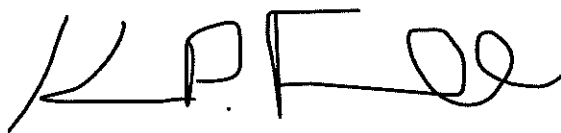
Hello, please find this narrative as supplemental to provide our argument for relief of the rear yard setbacks for 6675 Woodsedge Dr Reynoldsburg, OH for Toyia Hall and the sunroom project she has with Great Day Improvements.

It has been explained to us that our submission with the design and placement of the room being 10' x 10' on the old footprint of a deck, will encroach on the 30' setback. This design and placement of the room allows the homeowner to take advantage of an already in place door to the new sunroom. Moving it to another location would require much more construction and demolition of the main home and it is not within their budget or design.

The height of the room will also not impede on the neighboring property. It will not cause any changes in lighting, area of use, or cross any of the property lines for the neighboring properties. The idea to follow the footprint of the old deck was to prevent such encroachment if the sunroom could be considered legal non-conforming. We do, however, understand why this review is necessary with the new rules.

The dimensions of the room as presented are the minimum that allows the homeowner to enjoy the space just as they had with the old deck. Making the room smaller does not make it useful. The project will not disrupt traffic flow or cause disruption or hazard to first responders or other public service providers. The products used are structural steel and glass within the ratings of similar construction materials. The only change is that now the deck will have a roof and walls.

Thanks,

A handwritten signature in black ink, appearing to read 'K. P. Farrell', with a stylized flourish at the end.

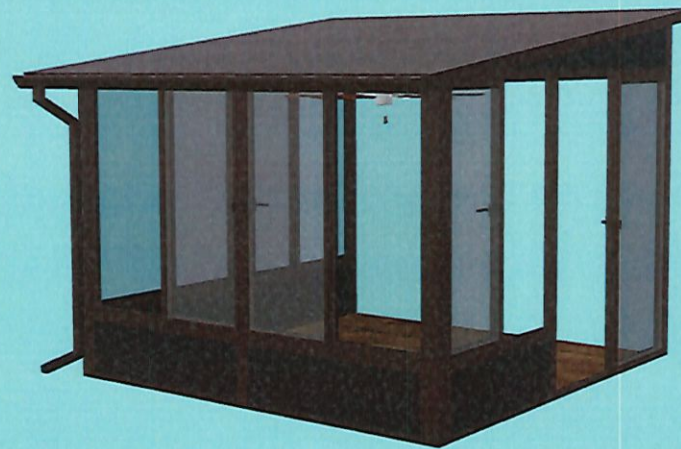
Kevin Farrell

Operations Supervisor/Permitting

RECEIVED

JAN 29 2025

REYNOLDSBURG BUILDING DEPT



RECEIVED
JAN 29 2025
REYNOLDSBURG BUILDING DEPT

This 3D rendering is for visualization only and may vary slightly from the final product.





RECEIVED

JAN 29 2025

REYNOLDSBURG BUILDING DEPT

Woodsedge Dr

Property Line

123'

Driveway

Walkway

Seasonal Enclosure

33'-4"

Property Line

32'-5"

27'-2"



21'

21'

Eaves Line

5'

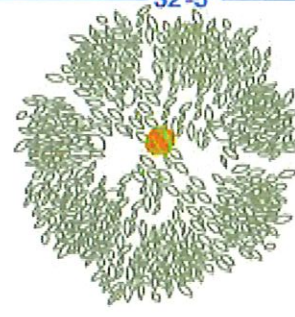
25'

31'-8"

47'-4"

Property Line

81'



Line of Wall

House

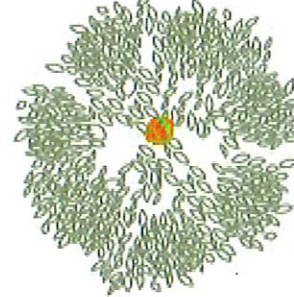
35'

Eaves Line

Eaves Line

30'

Line of Wall



61'

Woodsedge Dr



34'-4"

10'

10'

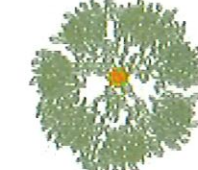
Patio

12'

67'

47'-1"

19'-3"



Setback Not Affected



6'-9"

20'

Property Line

149'-4"

RECEIVED
JAN 29 2025

REYNOLDSBURG BUILDING DEPT

ADDRESS: 6675 Woodsedge Dr Reynoldsburg, OH 43068, USA

Scale: 1"=10'

Land: 0.27 AC

House: 2115 SF

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE
This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

MINIMUM DESIGN LOADS: PER 2019 RCO / 2018 IRC
W/ OH AMENDMENTS

SUNROOM CATEGORY II (PER 2018 IRC R301.2.1.1.1
& AAMA / NPEA / NSA 2100)

NOTE: COMPONENTS HAVE BEEN CHECKED
AGAINST DESIGN LOADS SHOWN & FOUND
TO BE ACCEPTABLE STRUCTURALLY

DEAD LOADS:
1. ROOF: 6 PSF
2. WALLS: 6 PSF
3. FLOOR: 12 PSF

SNOW LOADS: GROUND SNOW LOAD 20 PSF

ULTIMATE DESIGN WIND SPEED: 115 MPH, 3 SEC. GUSTS

LIVE LOADS:
1. ROOF: 20 PSF
2. FLOOR: 40 PSF

DEFLECTION LIMITS:
1. ROOF: L/120 (PER 2018 IRC TABLE R301.7 NOTE C)
2. WALLS: L/175
3. FLOOR: L/240 (TOTAL LOAD), L/360 (LIVE LOAD)

ALLOWABLE SOIL PRESSURE CONSIDERED
(PRESUMPTIVE) = 1500 PSF

THIS THERMALLY ISOLATED SUNROOM IS
UNCONDITIONED AND NOT HABITABLE

THIS SUNROOM AND FOUNDATION HAVE BEEN EVALUATED
FOR DESIGN LOADS REQUIRED BY THE IRC CODE. THIS
INCLUDES ALL MATERIALS, COMPONENTS, CONNECTIONS,
AND ATTACHMENTS WHEN CALCULATING THE LOAD
REQUIREMENTS.

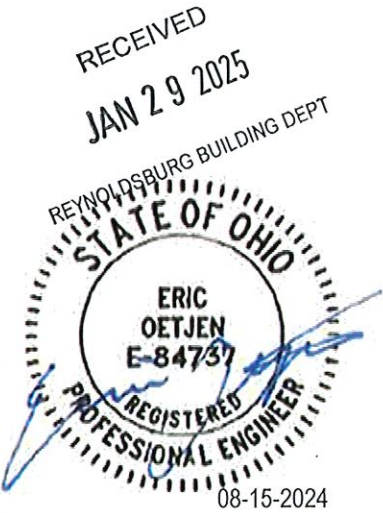
SQUARE FOOTAGE OF SUNROOM = 100

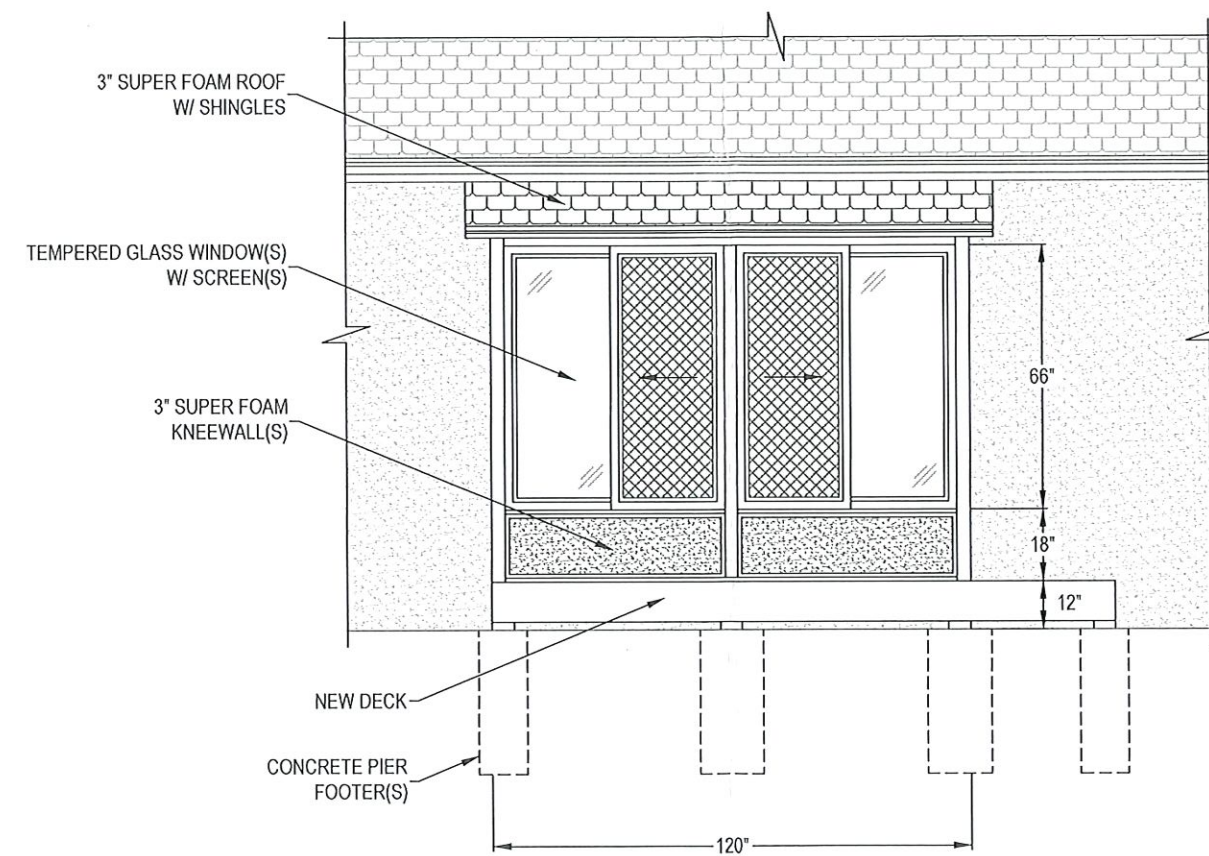
- NOTES:
1. ALLVIEW (AAS) SUNROOM; BRONZE IN COLOR
 2. CONSTRUCT SUNROOM ON NEW DECK
 3. ELECTRICAL BY GDI
 4. CONCRETE
 - A) CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301 SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS.
 - B) ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. EXTERIOR FLOORS AND EXPOSED CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI AND 5% TO 7% AIR ENTRAINMENT.
 5. WOOD
 - A) MATERIALS - FRAMING LUMBER
 - i) WOOD POSTS: NO. 2 GRADE (OR BETTER) SOUTHERN PINE OR DOUGLAS FIR
 - ii) 2x8, 2x10, 2x12 NO. 2 GRADE (OR BETTER) SOUTHERN PINE OR DOUGLAS FIR
 - B) WOOD MEMBERS SHALL BE PRESSURE-TREATED FOR THE FOLLOWING CONDITIONS:
 - i) IN DIRECT CONTACT WITH THE GROUND
 - ii) SILLS OR PLATES ON CONCRETE WITHIN 8" OF FINISHED GRADE
 - iii) JOISTS AND SUBFLOORS WITHIN 18" OF FINISH GRADE AND BEAMS WITHIN 12" OF FINISH GRADE
 - iv) EXPOSED EXTERIOR DECKS
 - C) FASTENERS
ALL FASTENERS AND HARDWARE USED TO CONNECT TO PRESSURE TREATED WOOD MEMBERS SHALL EITHER BE 304 OR 316 STAINLESS STEEL, OR HOT DIPPED GALVANIZED PER ASTM-A653 COATING DESIGNATION G-185 AND ASTM-A153
 6. STRUCTURAL ALUMINUM
 - A) ALL EXTRUSIONS SHALL BE COMMERCIAL GRADE ALUMINUM SUPPLIED BY GREAT DAY IMPROVEMENTS, LLC.
 - B) ROOF PANELS SHALL BE 3" OR 6" THICK SUPER FOAM ROOF PANELS FACED WITH A 0.024" ALUMINUM SKIN TOP AND BOTTOM.
 7. THIS SUNROOM IS CONSIDERED AS NON-CONDITIONED SPACE, EXEMPT FROM ENERGY REQUIREMENTS (PER 2018 IRC SECTION N1102.1, NOTE 1.2)

GREAT DAY IMPROVEMENTS
PATIO ENCLOSURES, COLUMBUS
HALL RESIDENCE

SHEET #	DESCRIPTION
1	COVER
2	ELEVATION "B" WALL
3	ELEVATION "A" & "C" WALL
4	DECK PLAN
5	ELECTRICAL PLAN
6	FLOOR PLAN
7	ROOF PLAN
8	STANDARD DECK DETAILS
9	SYSTEM DETAILS
10	SYSTEM DETAILS

DATE	8/14/24		TOYIA HALL	COLUMBUS	 Great Day Improvements	ERIC OETJEN, P.E., M. ENG. OH. PROFESSIONAL ENGINEER (OH. LIC. #84737) 5 GREENE STREET FORT THOMAS, KY. 41075 PH. # 859-393-9049
DRAWN	MTS		6675 WOODSEGE DRIVE	2097 LONDON ROAD, SUITE H		
SCALE	NTS		REYNOLDSBURG, OH 43068	DELAWARE, OH 43015		
SHEET	1 OF 10		JOB #37716	216-341-7700		





ELEVATION - "B" WALL

DATE	8/14/24
DRAWN	MTS
SCALE	1/4" = 1'-0"
SHEET	2 OF 10

TOYIA HALL
 6675 WOODSEGE DRIVE
 REYNOLDSBURG, OH 43068
 JOB #37716

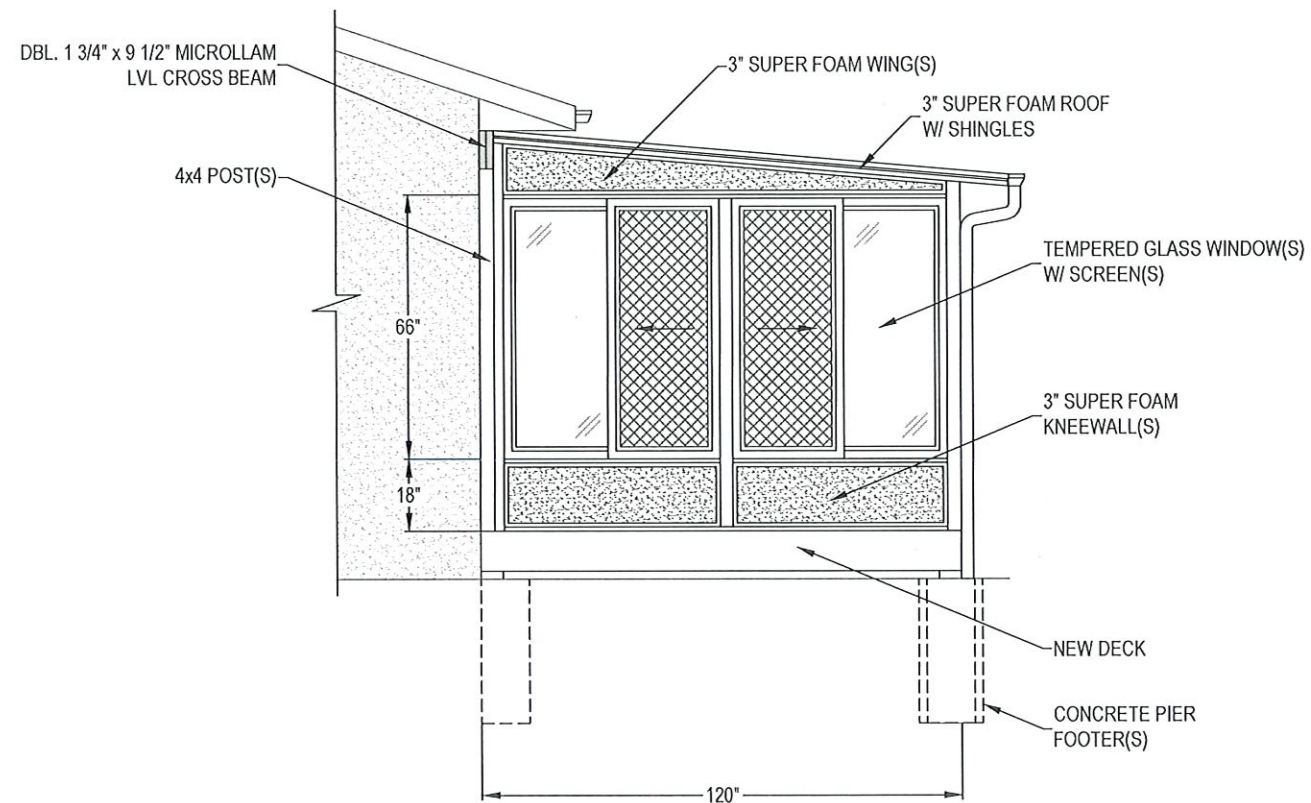
COLUMBUS
 2097 LONDON ROAD, SUITE H
 DELAWARE, OH 43015
 216-341-7700



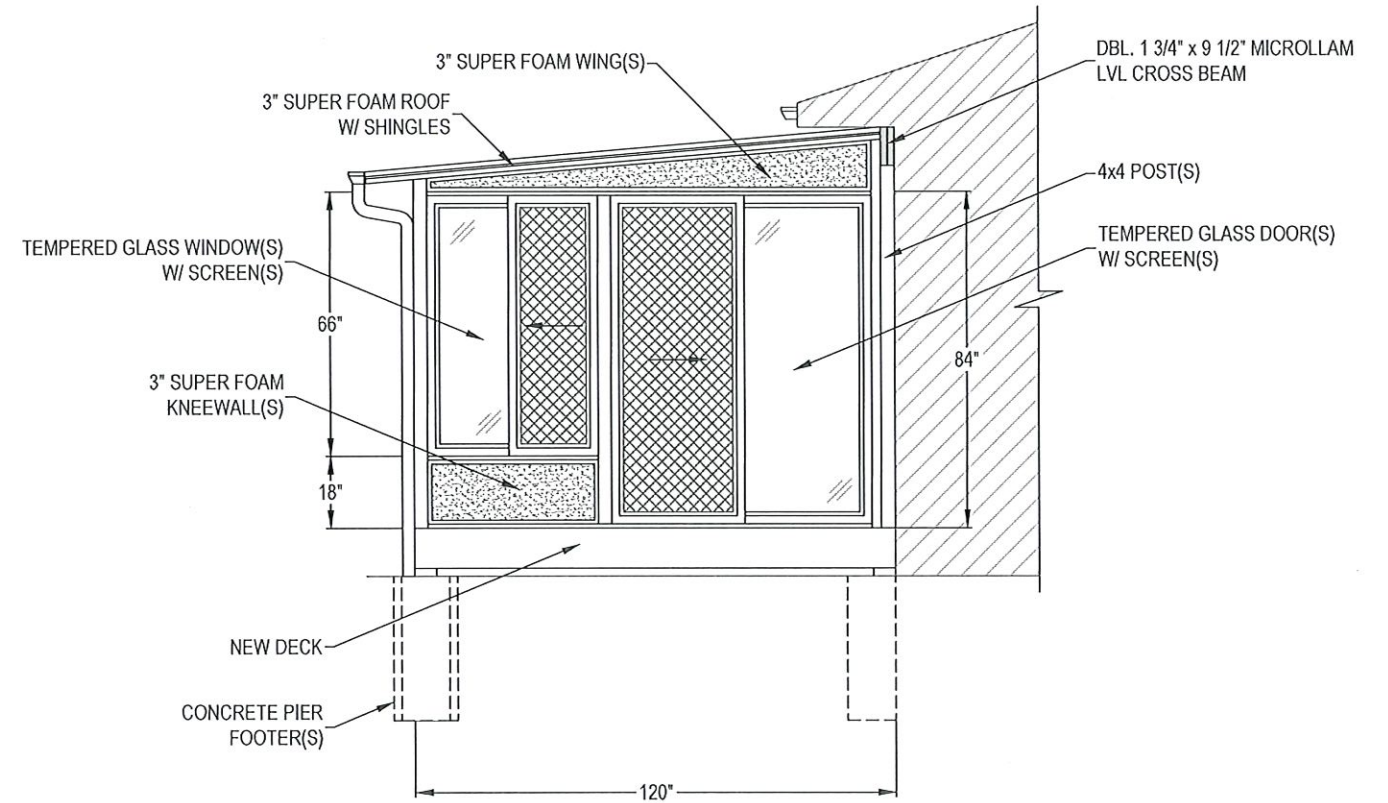
ERIC OETJEN, P.E., M. ENG.
 OH. PROFESSIONAL ENGINEER
 (OH. LIC. #84737)
 5 GREENE STREET
 FORT THOMAS, KY. 41075
 PH. # 859-393-9049



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ELEVATION - "A" WALL



ELEVATION - "C" WALL

DATE	8/14/24
DRAWN	MTS
SCALE	1/4" = 1'-0"
SHEET	3 OF 10

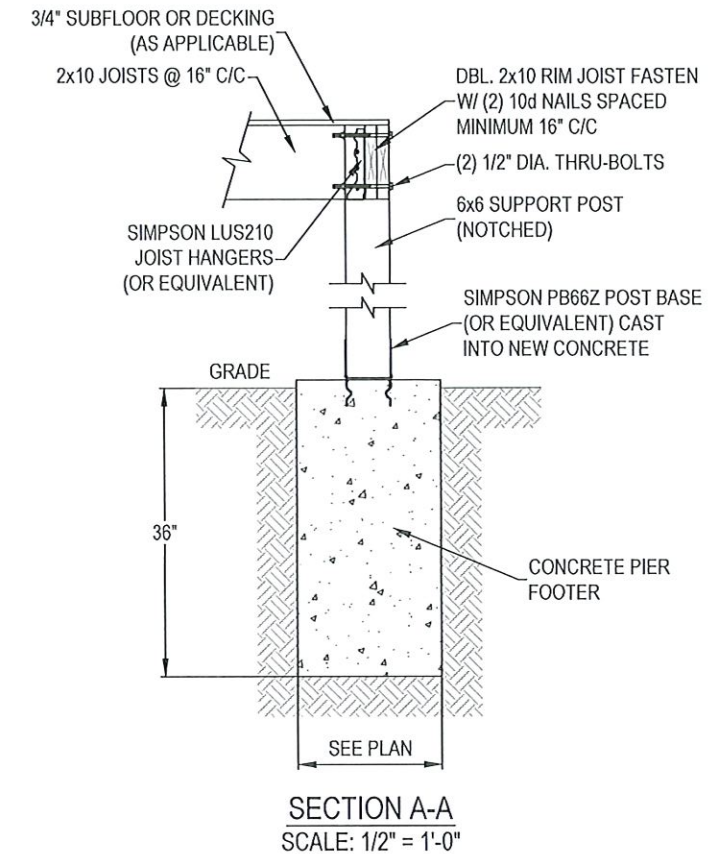
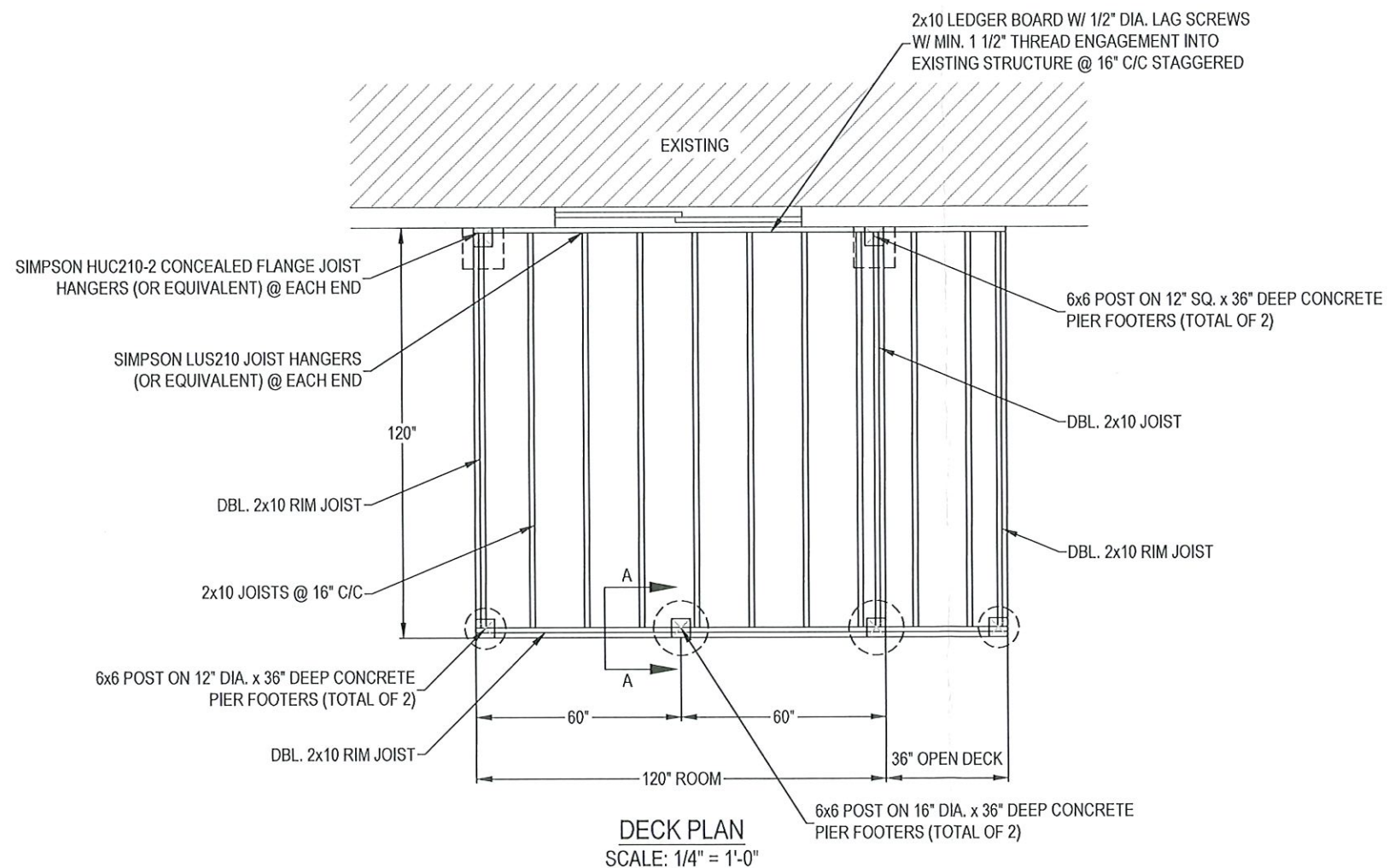
TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700



ERIC OETJEN, P.E., M. ENG.
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5 GREENE STREET
FORT THOMAS, KY. 41075
PH. # 859-393-9049





DATE	8/14/24	-
DRAWN	MTS	-
SCALE	AS NOTED	-
SHEET	4 OF 10	-

TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

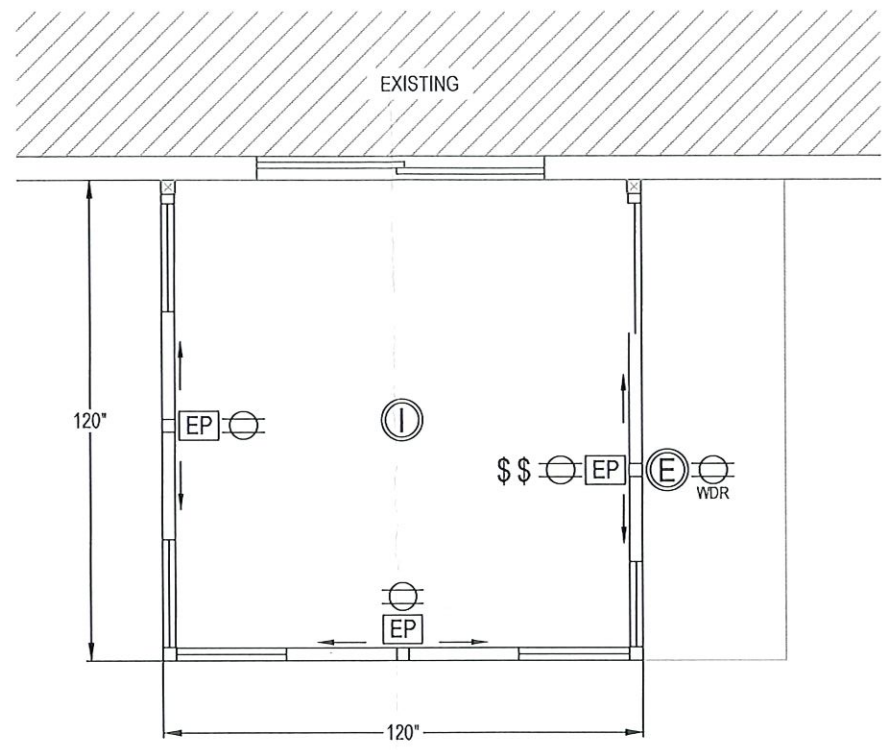
COLUMBUS
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ELECTRICAL PLAN

GDI ELECTRICAL SYMBOL LEGEND

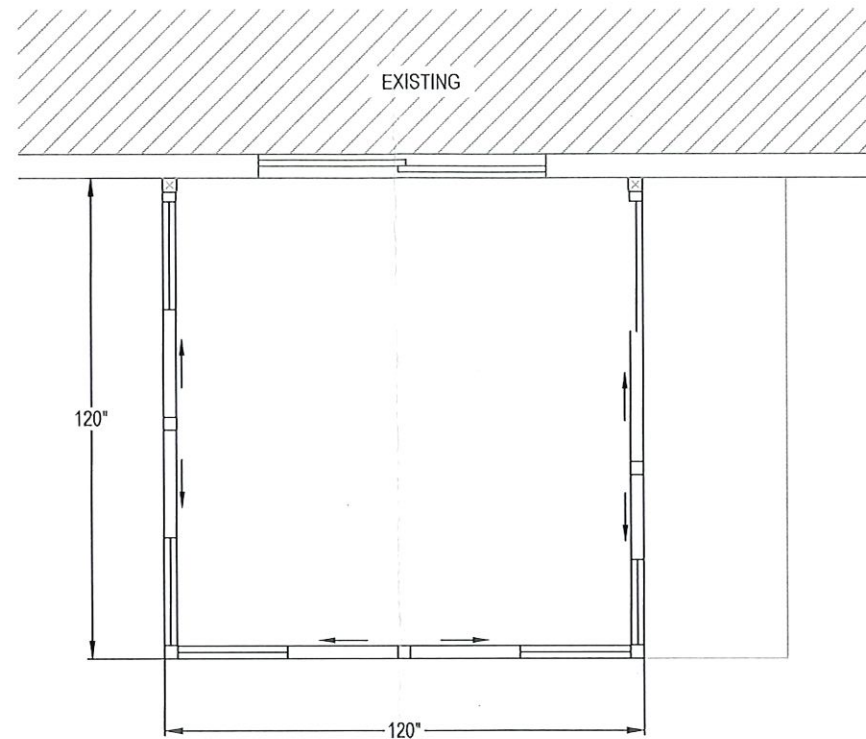
- EP ELECTRICAL RACEWAY POST
- DUPLEX RECEPTACLE
- WEATHERPROOF DUPLEX RECEPTACLE (W/ GFCI)
- E EXIT LIGHT
- I INTERIOR LIGHT
- \$ SWITCH

DATE	8/14/24	TOYIA HALL 6675 WOODSEGE DRIVE REYNOLDSBURG, OH 43068 JOB #37716	COLUMBUS 2097 LONDON ROAD, SUITE H DELAWARE, OH 43015 216-341-7700	Great Day Improvements	ERIC OETJEN, P.E., M. ENG. OH. PROFESSIONAL ENGINEER (OH. LIC. #84737) 5 GREENE STREET FORT THOMAS, KY. 41075 PH. # 859-393-9049	
DRAWN	MTS					
SCALE	1/4" = 1'-0"					
SHEET	5 OF 10					



ENGINEER'S STAMP APPLIES TO
SUNROOM STRUCTURE ONLY;
ELECTRICAL BY OTHERS

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FLOOR PLAN

DATE	8/14/24
DRAWN	MTS
SCALE	1/4" = 1'-0"
SHEET	6 OF 10

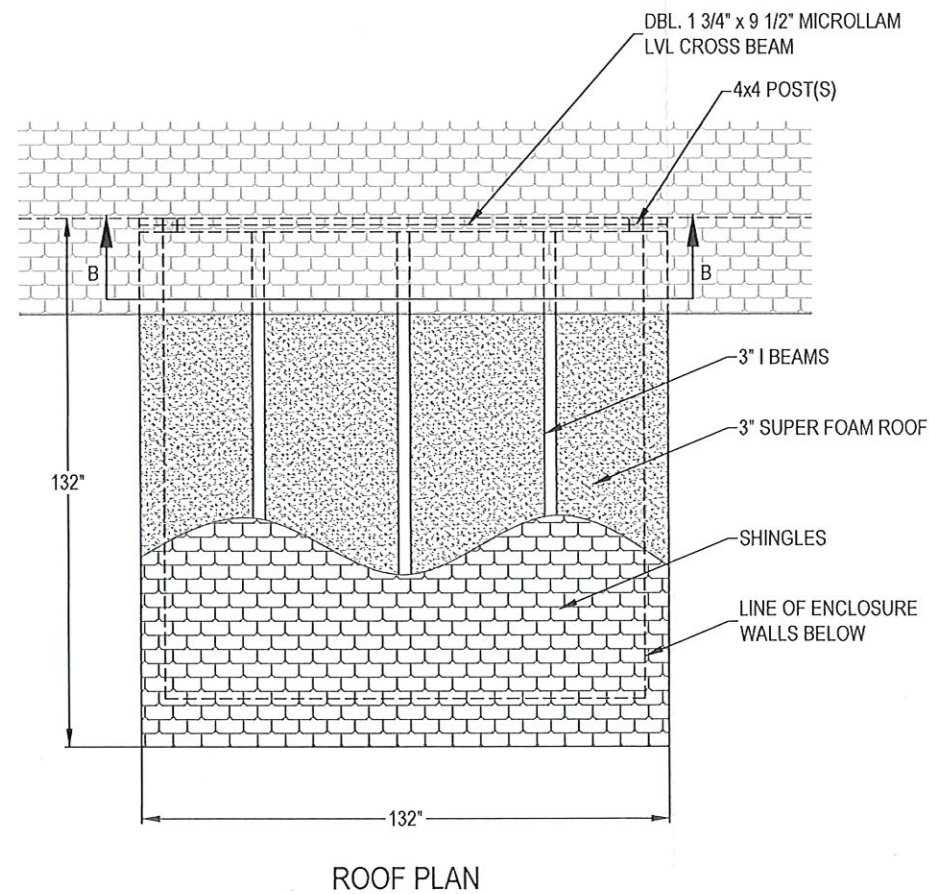
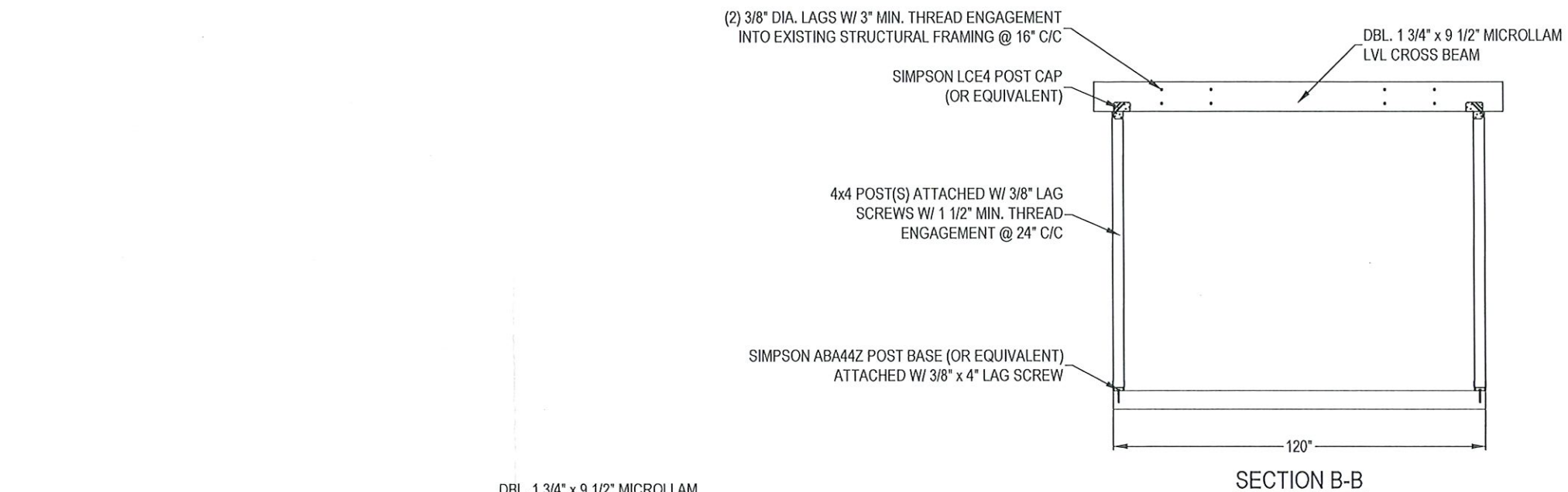
TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700



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(OH. LIC. #84737)
5 GREENE STREET
FORT THOMAS, KY. 41075
PH. # 859-393-9049





DATE	8/14/24	-
DRAWN	MTS	-
SCALE	1/4" = 1'-0"	-
SHEET	7 OF 10	-

TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700

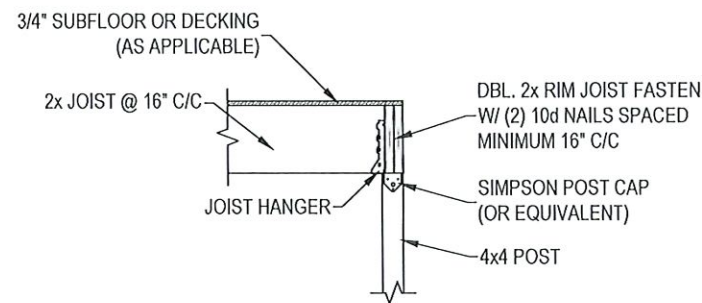


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5 GREENE STREET
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PH. # 859-393-9049

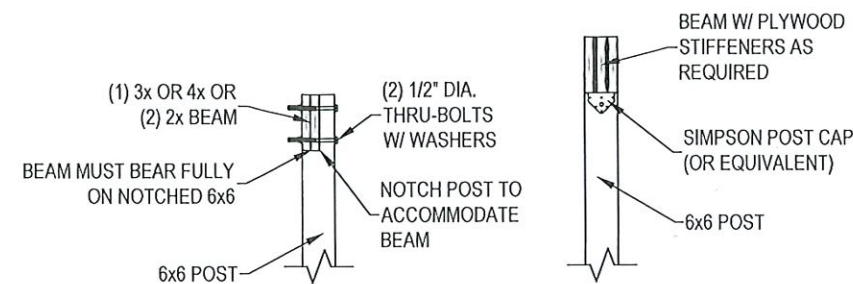


THESE DETAILS WERE TAKEN FROM THE PRESCRIPTIVE RESIDENTIAL WOOD DECK GUIDE BY THE AMERICAN WOOD COUNCIL

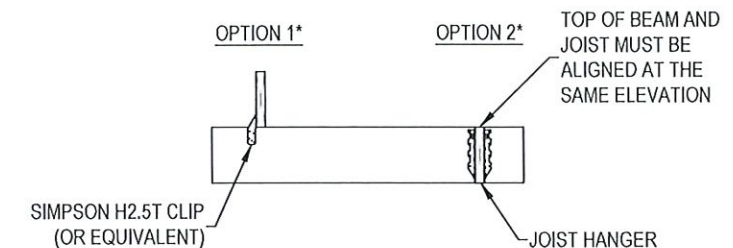
ALL SCREWS, BOLTS AND NAILS FOR USE WITH PRESSURE TREATED WOOD SHALL BE HOT DIPPED ZINC COATED GALVANIZED STEEL OR STAINLESS STEEL



RIM JOIST DETAIL

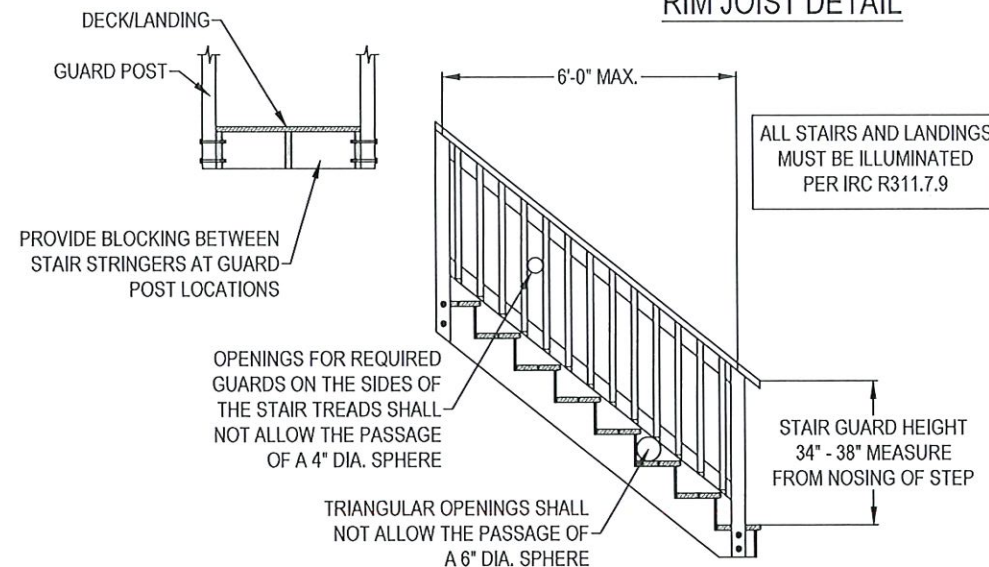


POST TO BEAM DETAIL

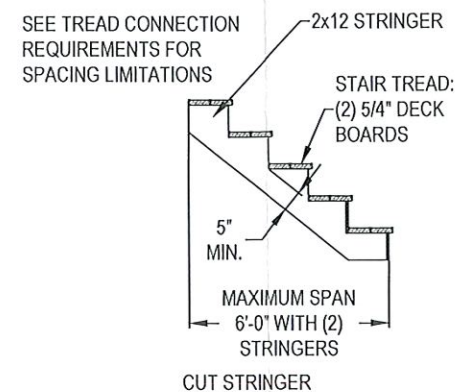


JOIST TO BEAM CONNECTION DETAIL

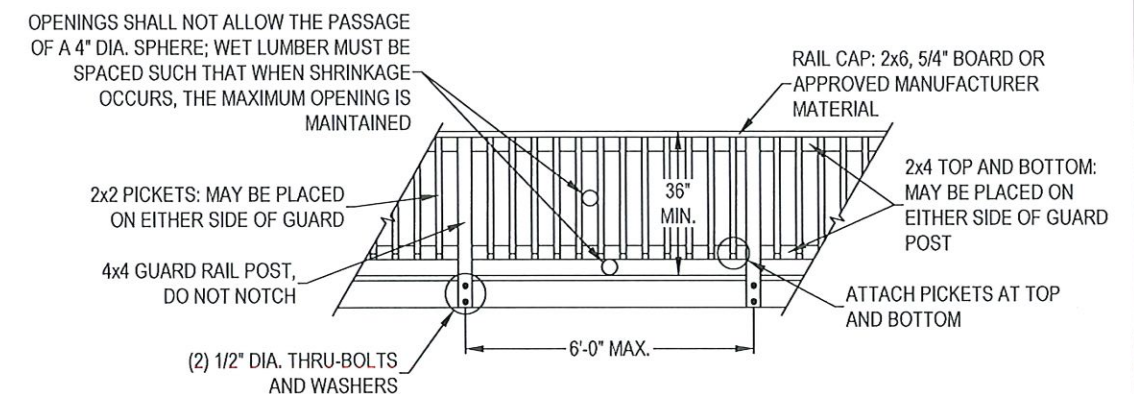
* SEE MANUFACTURER RECOMMENDATIONS FOR ADDITIONAL REQUIREMENTS



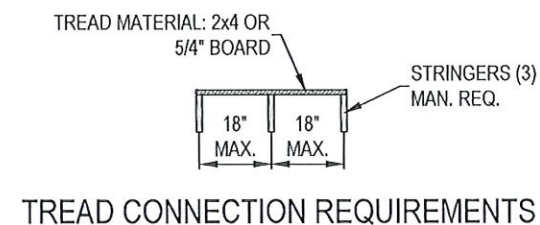
STAIR GUARD REQUIREMENTS



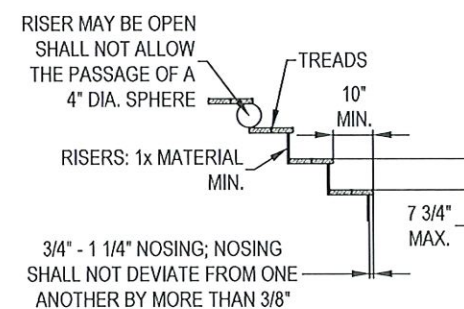
STAIR STRINGER REQUIREMENTS
ALL STRINGERS SHALL BE A MINIMUM OF 2x12



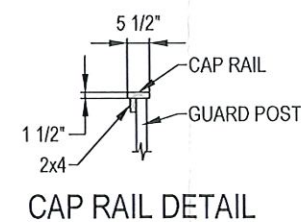
GUARD DETAIL



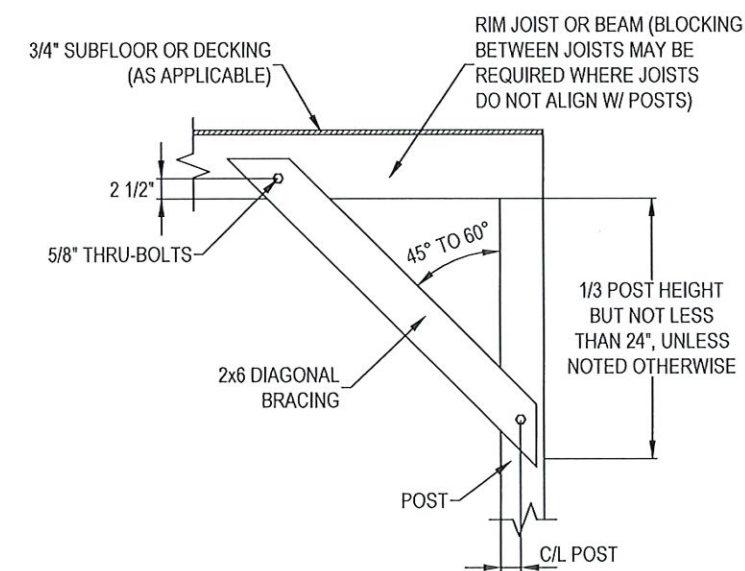
TREAD CONNECTION REQUIREMENTS



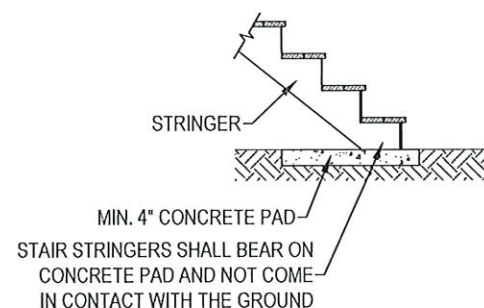
TREAD AND RISER DETAIL



CAP RAIL DETAIL



DIAGONAL BRACE DETAIL
SCALE: 1/2" = 1'-0"



STAIR STRINGER BEARING AT GRADE DETAIL



HANDRAIL DETAIL

DATE	8/14/24
DRAWN	MTS
SCALE	1/4" = 1'-0"
SHEET	8 OF 10

TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700

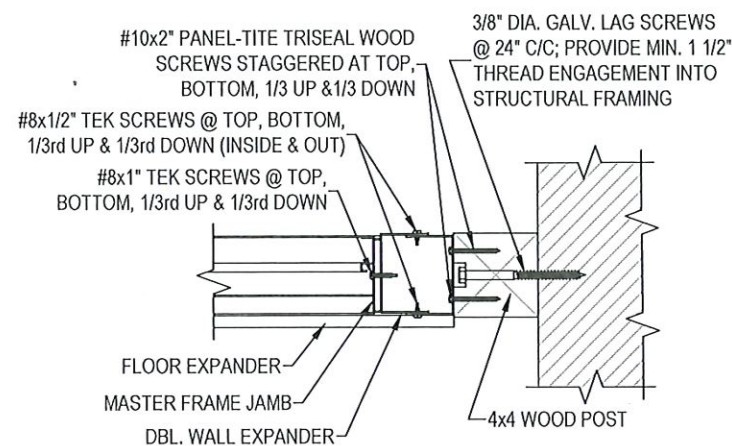
 **Great Day**
Improvements

ERIC OETJEN, P.E., M. ENG.
OH. PROFESSIONAL ENGINEER
(OH. LIC. #84737)
5 GREENE STREET
FORT THOMAS, KY. 41075
PH. # 859-393-9049

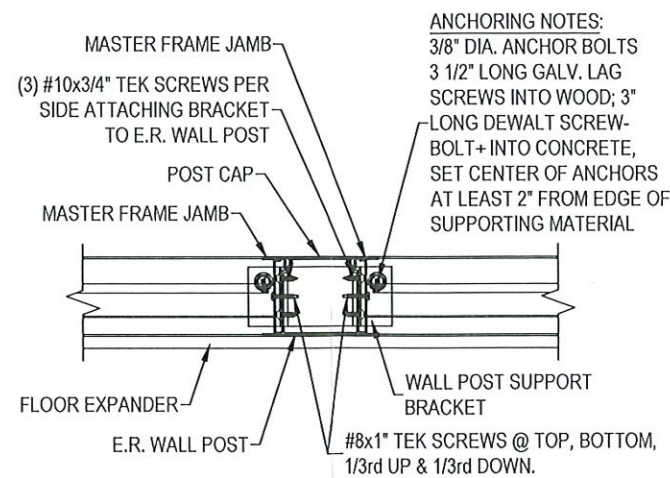


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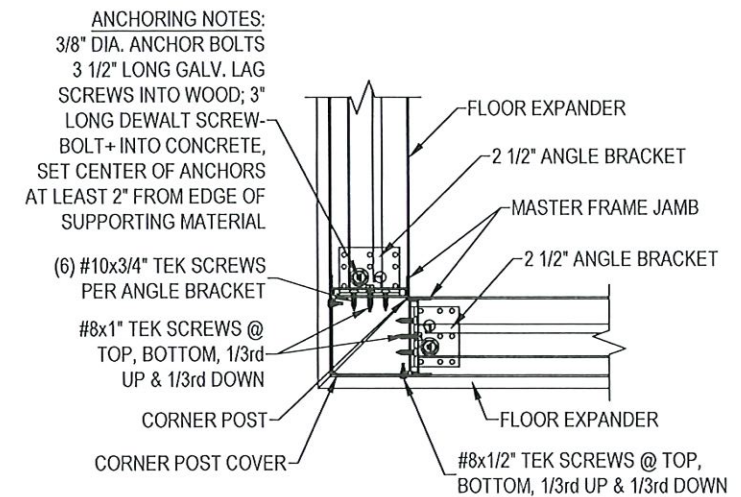
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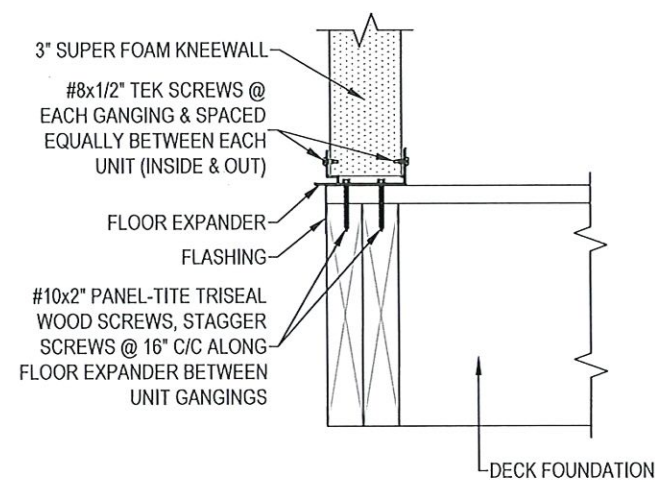
PLAN VIEW OF MASTER FRAME JAMB
CONNECTION @ EXISTING WALL



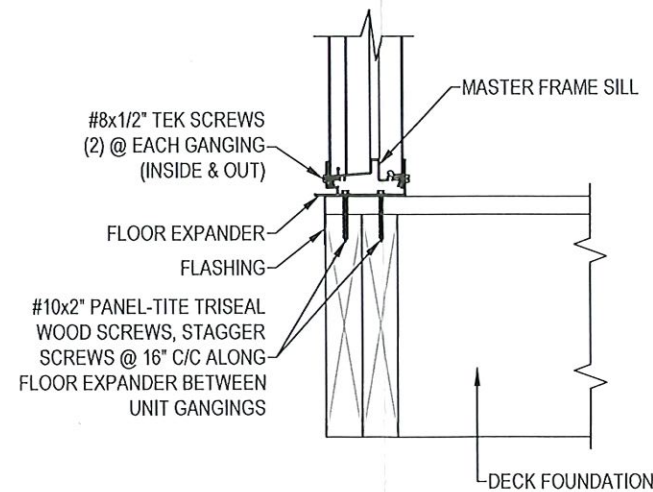
PLAN VIEW OF MASTER FRAME JAMBS
CONNECTION @ E.R. WALL POST



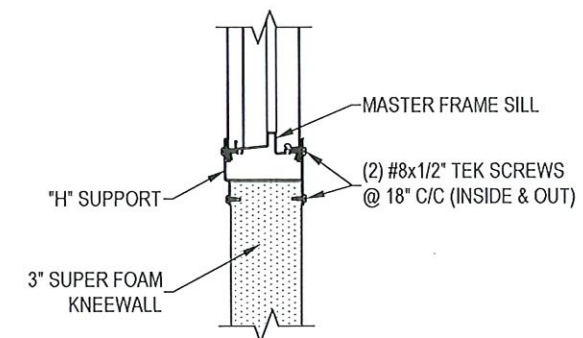
PLAN VIEW OF MASTER FRAME JAMBS
CONNECTION @ CORNER POST



SECTION THROUGH FOAM KNEEWALL
CONNECTION @ DECK FOUNDATION



SECTION THROUGH MASTER FRAME SILL
CONNECTION @ DECK FOUNDATION



SECTION THROUGH MASTER FRAME SILL
CONNECTION @ FOAM KNEEWALL

DATE	8/14/24
DRAWN	MTS
SCALE	1 1/2" = 1'-0"
SHEET	9 OF 10

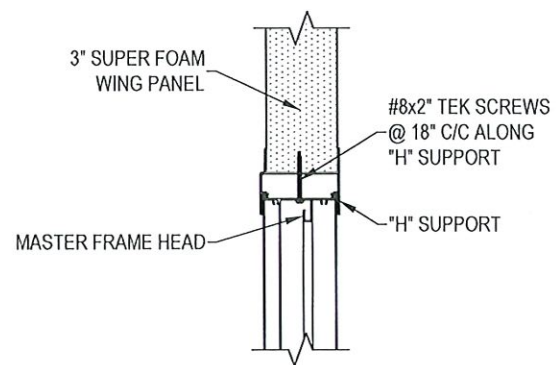
TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700

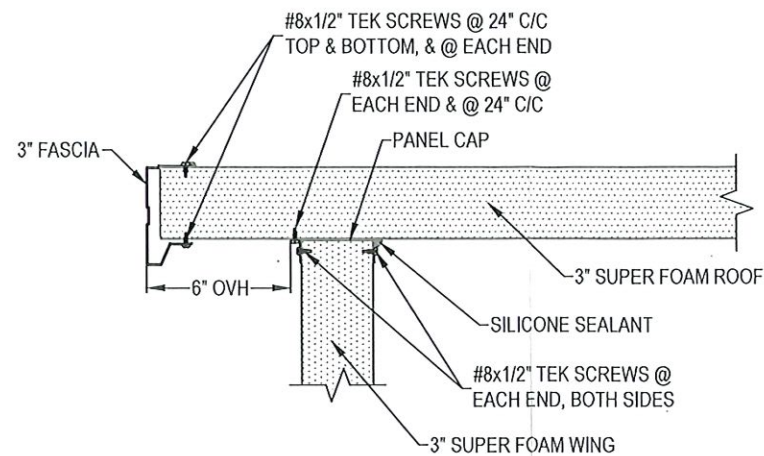


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PH. # 859-393-9049

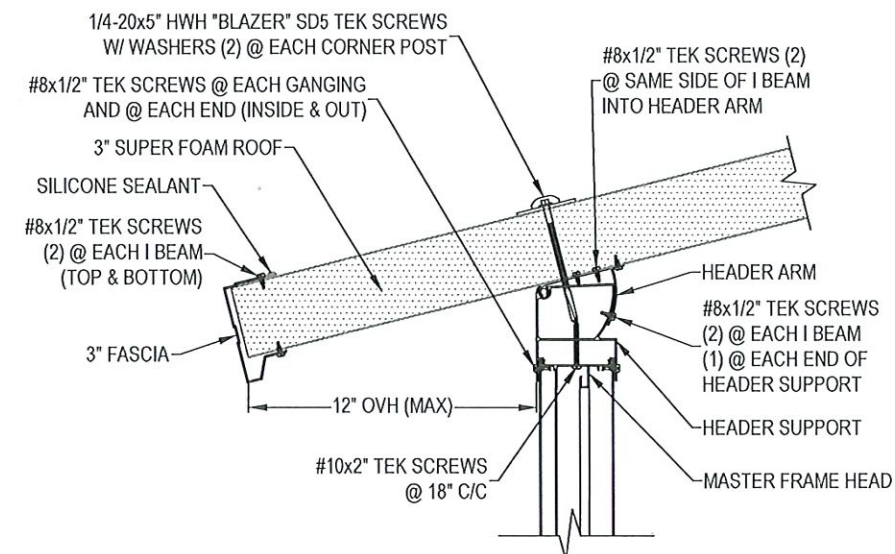




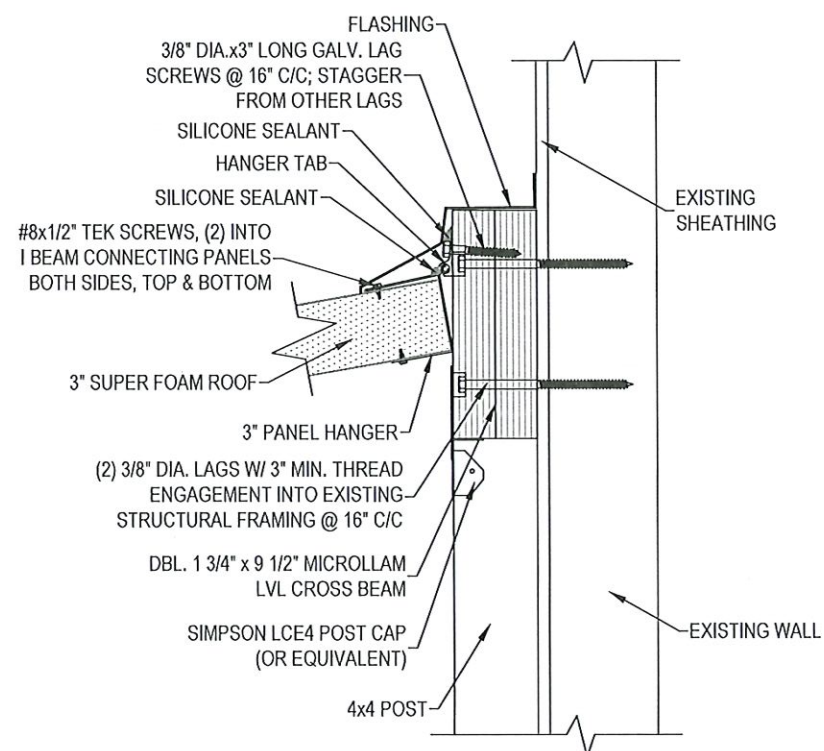
SECTION THROUGH MASTER FRAME
HEAD CONNECTION @ FOAM WING



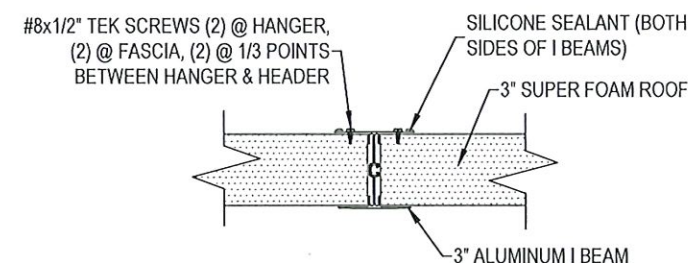
SECTION THROUGH 3" SUPER FOAM ROOF PANEL
CONNECTION @ 3" SUPER FOAM WING PANEL



SECTION THROUGH MASTER FRAME & HEADER
CONNECTION @ 3" SUPER FOAM ROOF



SECTION THROUGH 3" SUPER FOAM ROOF & PANEL
HANGER ASSEMBLY CONNECTION @ EXISTING WALL



SECTION THROUGH 3" ROOF
CONNECTION @ I BEAM

DATE	8/14/24
DRAWN	MTS
SCALE	1 1/2" = 1'-0"
SHEET	10 OF 10

TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
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(OH. LIC. #84737)
5 GREENE STREET
FORT THOMAS, KY. 41075
PH. # 859-393-9049





2097 London Road Suite H, Delaware, OH 43015
Columbus@greatdayimprovements.com
Main: (800) 589-4200 | Fax:

RECEIVED

JAN 23 2025

REYNOLDSBURG BUILDING DEPT

Contract

OHIO VALLEY REGION

Date: 6/3/2024

I, we hereby accept your proposal to furnish all labor and material necessary to perform the following work on the premises of the

Owner Toyia Hall

located at 6675 Woodsedge Dr

in the City of Reynoldsburg State of OH Zip 43068 Phone (614) 679-6418

Customer email address toyia.hall@att.net Phone _____

Sales representative Marcus Bonner License # N/A
(if applicable)

This contract shall be considered non-cancelable after legal cancellation period has expired.

THE WORK TO CONSIST OF:

Manufacture and professionally install custom-made AllView Elite Sunroom:

- Dimensions to be approximately 10.0' x 10.0' x 10.0' x 0.0' x 0.0' with an approximate 7.0' wall height.
- Color: Bronze - commercial grade aluminum, 3-1/8" wall depth.
- Safety tempered edge-to-edge glass.
- Clear single-pane glass.
- Euro-Style color matched handles with dual-point locking system with setback night latch, dual tandem, rolling wheels with stainless steel ball-bearings, full interlocks and mylar-fin polypropylene weather stripping.
- Includes beveled 7/8" extruded screen frame with black aluminum screen mesh.
- Includes 2.0 electrical posts.
- A Wall to include: Two Sliding windows on top of a 18" solid knee wall
- B Wall to include: Two Sliding windows on top of a 18" solid knee wall
- C Wall to include: One Sliding door and One Sliding windows on top of a 18" solid knee wall
- D Wall to include:
- E Wall to include:

Shingle roof

Build additional open deck next to room 3ft wide 10ft projection

Full electric package with a light fixture instead of fan

Manufacture and professionally install a 3" panelized single-slope roof system:

- Dimensions to be approximately 12.0' wide with an approximate 11.0' projection.
- Includes overhangs with new seamless gutters and downspouts. (over 20' requires two piece gutter with seam)
- Engineered roof with structural I-beams and super-foam roof panels with aluminum skin.
- Includes solid wings.

Great Day Improvements will NOT warranty existing structure and is not responsible for pre-existing conditions.

Work to start approximately 11 to 13 weeks from the date of this contract and to be completed approximately 1 to 3 weeks after commencement if not delayed by building permit, delivery of materials, weather, strikes, fires, or other conditions beyond Seller's control.

The completion date is not of the essence.

Single-glazed and non-thermally broken sunrooms with insulated glass are NOT designed to MAINTAIN temperature, but rather assist with heating or cooling performance.

TH

(Customer Initials)

WHERE REQUIRED, HOMEOWNER TO GET PERMIT.

Contract Price	\$45,261.60
Down Payment	\$13,578.48
Upon Order of Manufactured Material	\$13,578.48
Start of Project	\$13,578.48
Substantial Completion	\$4,526.16

Source of Sale

Internet Search PPC Campaign

**THE DOWN PAYMENT SHALL BE A NONREFUNDABLE DEPOSIT
ONCE THE THREE-DAY CANCELLATION PERIOD HAS EXPIRED.**

**THIS CONTRACT CONSTITUTES THE ENTIRE UNDERSTANDING
OF THE PARTIES.**



CORPORATE OFFICES: 720 Highland Road E | Macedonia, OH 44056 | 800-230-8301
GREATDAYIMPROVEMENTS.COM | PATIOENCLOSURES.COM | STANEKWINDOWS.COM

Doc ID: 65959e05402b64709e5fbc1d5c Page 50 of 81

1 of 9



2097 London Road Suite H, Delaware, OH 43015
Columbus@greatdayimprovements.com
Main: (800) 589-4200 | Fax:

Date: 6/3/2024

TERMS OF SALE

1. ADDITIONAL WORK AUTHORIZATION. Owner may not make changes to the Work of this Contract without Great Day Improvements, LLC ("Contractor") agreement. Owner must timely request any desired change to permit scheduling and completion with minimum interruption and cost increase. A change to the Work of this Contract will be agreed to by Owner and Contractor and shall be memorialized in a written Additional Work Authorization signed by Owner and Contractor. Payment in full for the Additional Work Authorization shall be due and payable upon execution unless otherwise agreed in the Additional Work Authorization.

2. CONDENSATION & MOLD. Condensation on windows is a natural result of moisture in the home and may vary with changes in temperature or humidity. Contractor cannot give any warranties that condensation will not occur. Similarly, mold is a natural result of a warm, moist environment. To control mold growth, moisture and water infiltration must be controlled. Proper maintenance and ventilation are required to remedy potential moisture problems. Contractor shall not be responsible for, and does not provide any warranties, express or implied, against mold growth.

3. CEMENT. Contractor will take preventive measures to insure proper workmanship; however, there is NO GUARANTEE or warranty, express or implied, that cement and masonry will not be subject to pitting, peeling, cracking, spalling, scaling and/or curling.

4. ADDITIONAL WORK DISCLAIMER. Unless otherwise specified in the Contract, no painting or staining of any kind is to be included in this Contract, and no electrical, plumbing, heating or air conditioning or any other non-stated items are included in this Contract. If any governmental agency or building official requires additional work not included in this Contract, Owner shall be responsible for performing said work at Owner's expense and the estimated date for completion shall be extended accordingly.

5. PERMIT/PERFORMANCE BOND. If the Owner is performing or contracting out any work on the sunroom they will be responsible for obtaining the building permit in their name. If the municipality requires the Contractor to obtain the permit, the Owner agrees to pay directly to the municipality the cost of any performance bond required.

6. CONCEALED CONDITIONS. After Contract execution, Contractor may discover latent defects in the existing structure (such as soil conditions that may require extraordinary work, inadequate structural support, termite/wood rot or other concealed, unusual or unknown conditions to the existing structure) that could not have been observed by Contractor prior to beginning the Work. If such a latent defect is discovered by Contractor, Owner agrees that the Contract Price shall be adjusted accordingly to equitably cover any additional costs, including all expenses incurred by Contractor in preparing an estimate, such as engineering fees. Said adjustments, whether performed by Contractor or Owner, shall be memorialized in a written Additional Work Authorization. Owner has the option to do this work, contract with another party or authorize Contractor to perform the work by signing the Addi-

tional Work Authorization and paying Contractor for the cost of the Additional Work Authorization including all labor and material expenses, engineering fees and reasonable overhead and profit.

7. EXISTING SIDING, SHINGLES, MATCHING MATERIALS. Contractor cannot guarantee that siding and shingles will match exactly, since dye lots and availability from manufacturers are subject to change without notice. Contractor will use reasonable efforts to match old and new materials and to patch damage to existing materials where they join new materials; however, the points of connection and patched areas may be visible. Contractor is not responsible for causing the old and new materials to look identical or joints to be invisible.

7.1 EXISTING SIDING, STUCCO, TILES. If existing window flanges are embedded in the wall with stucco, Contractor may be required to damage the stucco to remove the old window. Contractor shall re-stucco, whether inside or outside, if such damage is necessary. If Contractor chips or cracks a tile sill during installation, Contractor shall replace such chipped or cracked tile sill. However, Contractor does not guarantee to match siding, stucco and tiles exactly, since dye lots and availability from manufacturers are subject to change without notice.

8. WARRANTY IS VOID. Owner's failure to fully pay Contractor's invoices according to the terms of this Contract, shall render any and all warranties null and void.

9. PAYMENT. Owner agrees not to deduct any money for any reason whatsoever from the agreed Contract Price. Owner authorizes Contractor to conduct a credit history inquiry if needed and request reasonable evidence that Owner has secured financing to pay the Contract Price and any Additional Work Authorizations executed after the date of this Contract in excess of \$1,000.00. Failure of Owner to furnish Contractor with reasonable evidence that Owner can fulfill its payment obligations to Contractor under this Contract will entitle Contractor to suspend the Work until Owner furnishes Contractor with financial assurances acceptable to Contractor or terminate this Contract for Contractor's convenience by providing written notice to Owner ("Notice of Termination for Convenience"). Contractor's Notice of Termination for Convenience shall include an itemized statement of the unpaid balance of the Contract Price properly performed and completed by Contractor and shall be payable by Owner to Contractor upon receipt of the Notice of Termination for Convenience. Payments, in whole or in part, that remain outstanding after thirty (30) days of the date of Contractor's Invoice shall accrue interest at the rate of one percent (1%) per month until the balance is paid in full.

10. DISPUTES. All disputes arising out of, or related in any way to, this Contract, any breach hereof or the goods sold or services rendered pursuant hereto shall be settled as follows: (1) disputes falling within the jurisdiction of the Small Claims Court located closest to the Contractor's branch through which this Contract is entered shall have exclusive jurisdiction and shall finally resolve such disputes; and (2) all disputes other than those covered by condition (1) hereof shall be resolved through final and binding ar-



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Columbus@greatdayimprovements.com
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Date: 6/3/2024

TERMS OF SALE, continued

bitration. If there is a dispute greater than the maximum allowed by the Small Claims Court and less than \$10,000 filed by the Owner, it will be administered pursuant to the consumer arbitration rules of the American Arbitration Association. All arbitration claims filed by Contractor and all disputes greater than \$10,000 will be administered pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. For more details, contact your local American Arbitration Association Office, or visit their website at www.adr.org. The arbitration shall be administered by the American Arbitration Association and conducted at the American Arbitration Association office located closest to the Contractor's branch through which this Contract is entered. This Contract shall be deemed to have been formed at the Contractor's branch through which this Contract is entered, and the sale transaction shall be deemed to have occurred at such offices for all purposes, including jurisdiction, venue and the law of the State that shall govern the resolution of all disputes.

Owner and Contractor expressly acknowledge, agree and understand that neither will at any time defame, disparage or impugn the reputation of the other party. "Defame, Disparage, Impugn" as used in this Contract means to make any written statement, including but not limited to, electronic versions of writings posted on electronic websites and/or social blogs that casts in a negative light or implies or attributes any negative quality to the other party related to this Contract. Owner and Contractor understand and agree that this non-disparagement provision is a material term of this Contract and are continuing obligations that survive the performance, cancellation or termination of this Contract.

11. OWNER'S OBLIGATIONS AND CONTRACTOR'S REMEDIES.

If Owner breaches this Contract, the Owner agrees to pay Contractor for any damages which Contractor will suffer as a result of such breach including but not limited to lost profits, expenses incurred and collection costs. Breach of contract is the failure of Owner to perform a material term of this Contract, including, but not limited to, failure to follow payment terms as outlined in the Contract, including agreed Additional Work Authorizations, failure to comply with the non disparagement provisions of this Contract, failure to perform agreed upon work by Owner or Owner's separate contractors in the agreed timeframe, failure to perform work or make improvements as required by any government body or any type of Home Owner's Association in order to obtain a permit or approval to build, failure to provide Contractor with access to perform work or, failure to make decisions, approvals or authorizations in a timely manner that cause unnecessary delays.

If the Owner should refuse to permit Contractor to proceed with work herein, or if the Owner, without the written consent of the Contractor, attempts in any manner to cancel, rescind or repudiate this Contract (except as provided in the notice of cancellation form attached hereto) Owner agrees to pay to the Contractor as liquidated damages consisting of Contractor's reasonable approximation of Contractor's actual damages at the time this Contract was entered into, including: (1) the Down Payment and (2) all costs and expenses incurred by the Contractor in excess of the

Down Payment for permit and variance fees, engineering fees, labor, materials, and commissions incurred by Contractor, for the preparation to fulfill and perform this Contract. In addition to the above, Owner shall pay Contractor on demand, all fines, penalties, forfeiture, court costs and out-of-pocket expenses incurred by Contractor as a result of any material breach of this Contract on the part of Owner.

11.1 PERMIT/VARIANCE PROCESS. If Contractor is responsible for obtaining the building permit, Contractor shall, on Owner's behalf, after the signing of this Contract, receipt of full deposit, Homeowners Association approval and location survey (plot plan) as secured by Owner, and/or bank loan approval, apply for a building permit. If a variance is needed, Owner acknowledges and agrees that the building permit process will extend the time for Contractor's performance on a day-to-day basis. Owner acknowledges and agrees that obtaining a variance is not a basis for canceling this Contract. Should the Contractor be unable to obtain a building permit or variance on behalf of the Owner, this Contract shall be declared null and void, and Contractor hereby agrees to return to Owner all deposit monies, less the costs Contractor expended to attempt to obtain the necessary building permit and variance. Notwithstanding the foregoing, in the event the County/City or other regulatory body responsible for issuing the building permit or variance requires as a condition to issuing the building permit or variance and final building inspection that the Owner make improvements, replacements or repairs to any aspect or component of the subject property or the improvements thereon not specifically the subject of this Contract, Owner shall promptly cause such improvements, replacements or repairs to be made at Owner's sole cost and expense in order to facilitate the issuance of the building permit or variance; and, should Owner fail to do so resulting in Contractor's inability to secure the building permit or variance, then Contractor shall be entitled to liquidated damages consisting of Contractor's reasonable approximation of Contractor's actual damages at the time this Contract was entered into, including: (1) the Down Payment and (2) all costs and expenses incurred by the Contractor in excess of the Down Payment for permit and variance fees, engineering fees, labor, materials, and commissions, incurred by Contractor for the preparation to fulfill and perform this Contract.

11.2 NOTIFICATION OF BREACH OF EXPRESS WARRANTY. Owner must notify Contractor, in writing within the applicable warranty period, of the express warranty that Owner claims has been breached. Owner shall send Owner's written notice to Contractor at the Great Day Improvements, LLC branch office listed on page 1 of the Contract, including a copy of this Contract.

11.3 CANCELLATION AND/OR TERMINATION. While the Contract specifies that the Down Payment is non-refundable once the 3 day cancellation period has expired, there may be circumstances that Contractor may choose, in Contractor's sole discretion, to return all or part of the Down Payment based on the nature or amount of the costs incurred by Contractor. In the event that both Contractor and the Owner agree to cancel this Contract





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Date: 6/3/2024

TERMS OF SALE, continued

for convenience, Contractor maintains the right to retain the Down Payment to compensate Contractor for all costs and expenses incurred by Contractor, which may include permit or variance fees, engineering fees, labor, materials, commissions incurred by Contractor for the preparation to fulfill and perform this Contract. In addition, Owner shall pay Contractor on demand, all fines, penalties, forfeiture, court costs and out-of-pocket expenses incurred by Contractor as a result of any breach of this Contract on the part of Owner. Contractor has the right to initiate the termination of this Contract for Contractor's convenience at any time.

11.4 CARDINAL CHANGES. Owner understands and agrees that, after execution of this Contract, there may be changes in the scope of work or Contract Price that are so substantial that the changes will effectively require the Contractor to perform duties materially different from those bargained for prior to the execution of this Contract. Such changes include, by way of example, a large increase in the Contract Price due to a change in design, latent, unforeseen or concealed conditions or Owner's withdrawal of promised Owner furnished work to obtain required building permits, variances or meet Home Owner Association requirements. Upon the occurrence of such cardinal change, Contractor shall provide written notice to Owner describing the nature of the cardinal change and the impact to Contractor's performance in terms of increased time and cost. Following Contractor's written notice to Owner of a cardinal change, Contractor shall be entitled to stop work and not perform until and unless Owner agrees in advance to pay Contractor for the extra work resulting from the cardinal change by signing an agreed Additional Work Authorization related to the cardinal change. If this Contract is cancelled or terminated due to a cardinal change, Contractor's remedies shall be as set forth in Section 11.3 above.

12. TELEPHONE CONTACT. Owner expressly authorizes Contractor and Contractor's agents and representatives to contact them to discuss this Contract and/or its ancillary products and to conduct customer satisfaction or marketing surveys.

13. PHOTO RELEASE. Owner authorizes Contractor and Contractor's agents and representatives to take photos or videos of the space where the contracted work is to be performed before, during and after the installation for estimating, planning, installation, training, marketing and advertising purposes, including but not limited to, internal company files and external advertising including print or web-based publications. Owner releases any rights or claims to the photos and/or videos and acknowledges that Owner is not entitled to any compensation or royalties with respect to Contractor's use of the photos or videos retained or published.

14. LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES. There are no warranties, express or implied, of merchantability or fitness for a particular purpose or otherwise which extend beyond the description on the face hereof and the separate attached express written limited warranty given at time of sale. The foregoing, together with the attached express written

limited warranty and job folder constitutes the entire and complete agreement between Owner and Contractor, and there are no other agreements or understandings express or implied other than those specifically set forth herein. Any promises, contracts or agreements in the future are valid only if in writing and signed by a properly authorized representative of Contractor. Owner acknowledges and agrees that Owner has not relied upon any statement of fact, or promise in entering into this Contract, beyond the matters set forth in the foregoing and the express written limited warranty. Owner acknowledges that Owner has fully investigated the nature of the product and/or services that are the subject of this Contract, and Owner has exercised Owner's own independent judgment in deciding to execute this Contract. THIS IS A LEGALLY BINDING CONTRACT.

15. RESPONSIBILITIES/UNDERSTANDINGS. Contractor represents, and Owner agrees and understands that: (i) Contractor does not guaranty that Owner's existing window/door treatments will properly fit after installation of window products; (ii) Owner agrees that, prior to installation, Owner shall remove and reposition/reinstall any and all obstructing plants, furniture, pictures, blinds, curtains, rods, window/wall decorations, stain glass, and other personal property items (the "Objects") from the installation area; (iii) if Contractor is required to move the Objects to perform the installation, Owner shall pay Contractor a service fee of \$100 and Owner agrees to hold Contractor harmless and not liable for any damage to the Objects; (iv) Owner agrees and understands that during installation or removal of products Contractor will use reasonable efforts to minimize damage to Owner's existing improvements on Owner's real property and Owner agrees that Contractor shall not be responsible for any damage to driveways, landscaping, including lawns, bushes, plants, flowers, trees, lighting, sprinkler heads, shrubs and any other similar landscaping items, underground pipes, lines or any other existing improvements on Owner's real property; and (v) Contractor shall not be responsible for disconnecting or reconnecting alarm systems, heating or cooling units.

16. FORCE MAJEURE DELAYS. The estimated date for completion of this Contract will be extended for any reason specified in this Contract and for causes beyond Contractor's control, including, but not limited to, weather, permits, variances, Home Owner Associations, latent, concealed or unforeseen conditions, labor disputes, strikes, natural disasters, Acts of God, labor or material shortages, stoppage required to comply with any rule, order or regulation, interference by Owner, or other circumstances beyond Contractor's control. All such delays shall extend the time for Contractor's performance on a day-by-day basis.

17. ELECTRONIC SIGNATURES AND COUNTERPARTS. This Contract and the Documents incorporated by reference may be executed in one or more counterparts, each of which shall be deemed an original, but all of them shall constitute one and the same Contract. For the convenience of Owner and Contractor, a facsimile, electronic, or .pdf signature shall be deemed an original signature to this Contract.





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Columbus@greatdayimprovements.com
Main: (800) 589-4200 | Fax:

Date: 6/3/2024

CONSUMER NOTICES

- 1. EXCESS COSTS. IF AT ANY TIME THE PERFORMANCE OF THIS CONTRACT REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT REASONABLE OR NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS (\$5,000.00) OVER THE COURSE OF THE ENTIRE CONTRACT, YOU HAVE A RIGHT TO A VERBAL OR WRITTEN ESTIMATE OF THOSE EXCESS COSTS BEFORE CONTRACTOR BEGINS WORK RELATED TO THOSE COSTS.**
- 2. NOTICE OF CONTRACTOR'S RIGHT TO RESOLVE ALLEGED DEFECTS. OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST CONTRACTOR. AT LEAST SIXTY (60) DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312 OF THE OHIO REVISED CODE, CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.**



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Main: (800) 589-4200 | Fax:

Funding Authorization

OHIO VALLEY REGION

Date: 6/3/2024

I, we hereby accept your proposal to furnish all labor and material necessary to perform the following work on the premises of the

Owner Toyia Hall

located at 6675 Woodsedge Dr

in the City of Reynoldsburg State of OH Zip 43068 Phone (614) 679-6418

Customer email address toyia.hall@att.net Phone _____

Sales representative Marcus Bonner License # N/A
(if applicable)

Total Contract Amount: \$45,261.60

Down Payment	<u>\$13,578.48</u>
GreenSky	\$13,578.48
Upon Order of Manufactured Material	<u>\$13,578.48</u>
GreenSky	\$13,578.48
Start of Project	<u>\$13,578.48</u>
GreenSky	\$13,578.48
Substantial Completion	<u>\$4,526.16</u>
GreenSky	\$4,526.16

The undersigned agrees and authorizes Great Day Improvements, LLC, to charge the above referenced account for the payment(s) listed above. No additional authorization is required for future charges with regard to the above referenced payments for only this specific contract. Value of work not complete not to exceed 10% of contract value. Please note: Any changes to this contract are required by a written Additional Work Authorization and will require a separate credit authorization.

Toyia Hall

(Customer Signature)





2097 London Road Suite H, Delaware, OH 43015
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Main: (800) 589-4200 | Fax:

Notice of Cancellation

OHIO VALLEY REGION

Date: 6/3/2024

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, YOU MUST EITHER:

- 1.) SEND A SIGNED AND DATED WRITTEN COPY OF THIS NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR**
- 2.) PERSONALLY DELIVER A SIGNED AND DATED COPY OF THIS NOTICE OF CANCELLATION TO:**

2097 London Road Suite H, Delaware, OH 43015

NOT LATER THAN MIDNIGHT OF 6/6/2024
(Date of third day after transaction date)

I HEREBY CANCEL THIS TRANSACTION _____
(Date)

(Print Buyer's Name) (Buyer's Signature)





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Main: (800) 589-4200 | Fax:

Limited Lifetime Warranty

OHIO VALLEY REGION
Date: 6/3/2024

GREAT DAY IMPROVEMENTS, LLC MANUFACTURED MATERIALS — LIMITED LIFETIME WARRANTY

This Warranty valid on all Patio Enclosures® Sunrooms, Solariums, Screen Rooms and Stanek® Windows and Patio Doors.

Great Day Improvements, LLC warrants the original purchaser that the product will be free of defects in manufacturing and materials for as long as the original purchaser owns the residence where the product was installed.

WHAT IS COVERED BY THIS LIMITED LIFETIME WARRANTY?

- All vinyl and aluminum extrusions are warranted against chipping, cracking, peeling, blistering, warping and sagging.
- All balancers, rollers, locks, keepers, wheels and hardware are warranted to operate properly and serve the designed function.
- All glass units are warranted against seal failure and broken glass due to manufacturing defects.
- This warranty covers only those products manufactured by Great Day Improvements, LLC. All products not manufactured by Great Day Improvements, LLC carry the original manufacturer's warranty.

LABOR — TWO YEARS

For the first two years from the date of installation, all work performed by any Great Day Improvements, LLC location is guaranteed to be free from defects in material and workmanship. If any defects exist within two years, Great Day Improvements, LLC will provide both labor and materials to repair or replace, at Great Day Improvements, LLC option, such defects at no charge to the customer.

EXCEPTIONS

- Great Day Improvements, LLC does not guarantee against, and shall not be liable for, Acts of God, fire, vandalism, accidents, abuse or misuse, neglect, normal weathering, or any other cause beyond the control of Great Day Improvements, LLC.
- Torn or damaged screens, broken glass, application of tinted films or other media, damage caused by chemicals or a harsh environment are not covered by this Limited Lifetime Warranty.
- If the manufactured product was used for a purpose other than what it was intended, it is not covered by this Limited Lifetime Warranty.
- Pre-existing structures, walls, roofs and foundation settling are not covered by this Limited Lifetime Warranty.
- Carpentry labor performed by Great Day Improvements, LLC is limited to (2) two years.
- Concrete and other masonry work is not covered by this Limited Lifetime Warranty.
- Products not manufactured by Great Day Improvements, LLC will be covered only to the extent of the manufacturer's warranty, if any.
- Products not installed by Great Day Improvements, LLC are not warranted or covered by this Limited Lifetime Warranty.
- Condensation is a natural result of moisture in the home. We cannot give any warranties that condensation will not occur.
- Color-coated exteriors are warranted for (10) ten years from date of purchase.

WARRANTY IS VOID

If customer fails to pay their bill according to the terms of their contract.

EXCLUSIVE REMEDY

This expressed limited warranty shall be the customer's exclusive remedy against Great Day Improvements, LLC for any and all defects in materials or workmanship and is in lieu of all other warranties, expressed or implied, including but not limited to the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and implied or expressed warranties by sample. Routine maintenance of walls, roller tracks, roofs, moveable parts, cleaning of windows, door tracks and sills must be performed on the product during the term of the warranty. Customer acknowledges and agrees that Great Day Improvements, LLC has not made any statements of fact concerning the subject matter of this agreement and customer has not relied upon any statement by Great Day Improvements, LLC in deciding to purchase the products and services that are the subject of this contract.

The customer acknowledges and agrees that they have read and understand the limitations, exclusions, and disclaimers applicable to this Limited Lifetime Warranty.

This warranty is in effect for as long as you own your home.



CORPORATE OFFICES: 720 Highland Road E | Macedonia, OH 44056 | 800-230-8301
GREATDAYIMPROVEMENTS.COM | PATIOENCLOSURES.COM | STANEKWINDOWS.COM

Doc ID: 65959c05402b61709c5fb01d5e2a1b11
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Contract

OHIO VALLEY REGION

Date: 6/3/2024

Subject to terms and conditions which appear throughout this entire contract including Terms of Sale and applicable state addendum(s). Customer acknowledges receipt of an electronic copy of this contract, state addendum(s), if required, product warranty and notice of cancellation.

TJ

(Customer Initials)

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right."

Toyia Hall

(Customer Signature)

Marcus Bonner

(Signature of Company Representative)



CORPORATE OFFICES: 720 Highland Road E | Macedonia, OH 44056 | 800-230-8301
GREATDAYIMPROVEMENTS.COM | PATIOENCLOSURES.COM | STANEKWINDOWS.COM

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From: [Lieutenant Schmidt](#)
To: [Phoenix Buathier](#)
Subject: Re: 6675 Woodsedge Drive - Variance Application - Home Addition
Date: Tuesday, February 11, 2025 8:12:12 AM
Attachments: [Outlook-5bgflx5e.png](#)

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Phoenix,

Good morning.

We do not have any commits about this project at this time.

Thank you,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, February 10, 2025 12:34 PM
To: Lieutenant Schmidt <LTSchmidt@trurotwp.org>
Subject: 6675 Woodsedge Drive - Variance Application - Home Addition

Lt. Schmidt,

I am sending you 6675 Woodsedge Drive, Variance Application to allow an addition to the main home, to encroach into the rear setback. The Application and related items that are scheduled for
th

the February 20 Planning and Zoning Board meeting. Our code requires us to send out a staff report at least a week in advance of the meeting. Therefore, I am asking for any comments the Fire Department may have by February 12th so that we can incorporate them in the staff report that goes out first thing on February 13th.

If you have any questions please feel free to call or email. Thank you for your help.

Sincerely,

Phoenikx Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

February 12, 2025

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: John A. Gleason for One Souss LLC, 6008-6014 E Livingston Avenue: Variance

Planning and Zoning Board:

Below is the staff review of the above referenced Variance Application.

1. Project Summary

- a. **Site Summary:** The subject site is addressed 6008-6014 E Livingston Avenue and the subject tenant space is located at 6014 E Livingston Avenue. The subject parcels are 0.49 acres with a building that is divided into multiple tenant spaces. The entire building is approximately 7,072 square feet according to the Franklin County Auditor's website. The subject building has had a variety of tenants with different uses including a restaurant, a personal care and beauty services use, and a tattoo parlor. The subject site is zoned I, Innovation District.
- b. **Surrounding Zoning:** The surrounding zoning of the subject site consists of I, Innovation to the west, north, and east. The subject site borders the City of Columbus to the south. The surrounding land uses consist of a tire shop to the east, what appears to be a vacant building to the west, and a commercial building to the north.
- c. **Applicant's Request:** The applicant is requesting a variance to the parking standards. The applicant states 23 or 24 parking spaces are required for the subject site, and that only 17 parking spaces are provided on the site.
- d. **Statement of Hardship:** The applicant stated that the site had 17 parking spaces since it was purchased by the applicant in 2010. That the variance request is not self created and would deprive beneficial use of the land.
- e. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the Innovation District is intended to "...[I]nclude a mix of industrial and office uses intended to serve as economic centers for Reynoldsburg and surrounding communities. Professional office users such as research and development, laboratory, and technology businesses, among others are encouraged"

2. Project Review

- a. The following variance factors are considered below:
 - i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 1. The applicant states that the requested variance is in accordance

with the general purpose and intent of the regulations and would not be detrimental to the public.

- i. Staff is of the opinion that granting a parking variance would not be detrimental to the public welfare if permitted.
- ii. The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.
 1. The land use of Food Sale – Small Format Grocery is a permitted land use in the previous zoning code, which the current conditional use application is submitted for.
- iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
 1. The applicant states in their statement of hardship that there is special circumstances or existing conditions which would militate in favor of not requiring the strict application of the Zoning Code. That the requiring additional parking would deprive beneficial use of the land.
 - i. The applicant states there are 17 existing parking spaces on the site, however staff has not been able to verify this with a site plan. There is also a possibility that additional parking spaces could be located in the rear of the property, although staff is not sure, since a site plan has not been provided.
- iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 1. The applicant states that the parking that exists and needing a variance, is not a self created hardship, due to the property being operated with the current number of parking spaces for many years.
 - i. Staff is of the opinion that the applicant did not create this hardship, but that the site currently exists as it is, based on the limited layout of the site from years before, especially since this site was built in 1977.
- v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish

this purpose.

1. The applicant states the requested variance is necessary for reasonable use of the property and that even less parking spaces will be utilized than prior land uses before on this parcel.
 - i. Staff is of the opinion that the number of parking spaces that are needed, needs to be clarified in the applicants statement of hardship. The applicant states 23 or 24 parking spaces are needed for the site. The findings of facts requires that the variance that is necessary is the minimum variance that will accomplish this purpose. Without a clear number of parking spaces required, the number of parking spaces required for the variance is not clear, and therefore does not meet this requirement. If a site plan showing the building square footage, the number of provided parking spaces, aisle width, etc. were shown, then maybe the minimum variance number would be able to be established.
- vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 1. The variance, if granted, will not impair the supply of light and air, substantially increase congestion, endanger public safety, or significantly impact nearby property values.
- vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 1. The applicant states granting the variance will not confer the property owner special privileges.
 - i. Staff does not have a full understanding of the lot, and what specific variances may be needed. Without additional information, staff is unsure if any special privileges would be granted to the site.
- viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 1. The applicant states the variance is not sought because of other nonconforming uses in the area.
 - i. Staff would agree that the applicant has not stated that their variance should be granted due to other similar structures of land in the area that are nonconforming.
- ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
 1. The applicant states that the variance is not a matter of convenience.
 - i. Staff is of the opinion that the variance is sought, due to existing conditions of the lot and changes to the zoning

code, which the existing site now has to come into compliance with. That the requested variance is not due to convenience.

3. Recommendation

- a. A site plan has not been provided for this application, which has been requested by staff. Since there is not a site plan, staff is unsure of the number of existing parking spaces on the site, or if any additional variances would be needed for the existing site to come into conformance with the current zoning code. The applicant has also not clarified the number of parking spaces that they are requesting a variance for. The applicant identifies 23 or 24 parking spaces on the site, due to the buildings square footage not clearly being identified in their statement of hardship. If all of the specific information was provided and could be verified on the site plan, then a specific requested variance could be thoroughly evaluated. Since one of the findings of facts for variances is that, “The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.” This factor is not met due to an unclear variance request, therefore staff recommends denial of the variance requested.
- b. If the Planning and Zoning Board would like to hold the application, due to the applicant being able to provide additional information such as a site plan, then staff would recommend that the applicant request such hold before the Planning and Zoning Board with a specific date, of which the application will return to go before the Planning and Zoning Board.

Reynoldsburg

Building/Zoning Department
7232 East Main Street
Reynoldsburg, Ohio 43068

*All submissions must include a physical and digital copy. The digital portion of the application can be submitted to the Building Department at: permit@reynoldsburg.gov

App./Case#:

2024-0770

Date Submitted:

10/17/24

Fee Amount:

\$450.00

*Please know that an application will not be processed until payment has been received.

PLANNING AND ZONING BOARD VARIANCE AND CONDITIONAL USE APPLICATION

☒ Paid: CLK

Property Address: 6008-6014 East Livingston Avenue	Parcel ID#(s): 060-001840-00 and 060-001841-00
---	---

I. PROPERTY OWNER OF RECORD

Property Owner Name(s): One Souss LLC		Received
Contact Email: souss2015@gmail.com	Contact Phone Number: 614-218-1448	OCT 17 2024

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Reynoldsburg Building Division

Business Name:	Contact Name:
Contact Email:	Contact Phone Number:
Description of Use:	

III. APPLICANT INFORMATION

Applicant Name: John A. Gleason	Applicant Address: 4200 Regent Street, Suite 200, Columbus, Ohio 43219
Applicant Phone Number: 614-296-1281	Applicant Email: jgleason@gleasonlawofficellc.com
☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☒ Attorney Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☐ Conditional Use ☐ Variance or Conditional Use Extension (\$50)

☐ Residential (single-family residential only)(\$200) ☐ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.])

See attached.

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: _____

Date:

10-17-2024

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:

Zoning Information

Additional Approval Required

Zoning District: _____

☐ Major/Minor Site Plan

☐ Olde Reynoldsburg District ☐ Other: _____

PZB Meeting

Date: _____

☐ Approved as Submitted

☐ Approved w/ Conditions

☐ Tabled

☐ Denied

P&Z Administrator: _____

Date: _____

STATEMENT IN SUPPORT OF VARIANCE APPLICATION

6008-6014 East Livingston Avenue

Parcel Numbers 060-001840-00 and 060-001841-00 (the "Property")

Applicant is seeking a variance from the parking requirements detailed in Table 1105.01A, which require 1 parking space for each 300 square feet of floor area. The Property has four retail storefronts that are approximately 1,700 square feet each.¹ Currently, the Property has 17 parking spaces, which has been the same since at least 2010 when the current owner purchased the Property.

Applicant previously filed a Conditional Use Application for a Small Format Grocery that is replacing a liquor permit premises that was a former tenant at the Property. When considering the Conditional Use Application, Staff noted that the change in use required the Property to comply with the current parking requirements. This would require either 23 (based on 6,800 square feet) or 24 (based on 7,072 square feet) parking spaces. Applicant respectfully submits that the new use utilizes fewer parking spaces than the prior liquor permit premises and that the additional parking spaces are unnecessary.

Addressing each of the ten (10) Standards for Variance set forth in Section 1109.11.D, Applicant respectfully submits the following:

1. The requested variance is in accord with the general purpose and intent of the regulations and shall not be injurious to the area or otherwise detrimental to the public. As set forth above, the new use utilizes less parking spaces than the prior use.
2. A Conditional Use Application for the new use is pending.
3. As set forth above, Applicant believes special circumstances and/or conditions exist which militate in favor of not requiring strict application of the Code.
4. Requiring additional parking spaces at the Property which are not necessary would deprive beneficial use of the land.
5. Strict compliance with the parking requirements would result in a hardship that was not self-created. Upon information and belief, the Property has operated with the current number of parking spaces for many, many years.
6. The requested variance is necessary for the continued reasonable use of the Property. This is especially true given that the new use utilizes less parking spaces than the prior use.

¹ The Auditor's Office lists the total square footage as 7,072 rather than 6,800, and the owner is in the process of verifying. The legal description of the Property is attached hereto as Exhibit A.

7. The requested variance will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
8. The requested variance will not confer on the property owner any special privilege.
9. The requested variance is not sought because of other nonconforming uses in the area.
10. The requested variance is not simply a matter of convenience.

Applicant and Owner respectfully submit that the requested variance is appropriate and will enable the Property to be a benefit to the community.

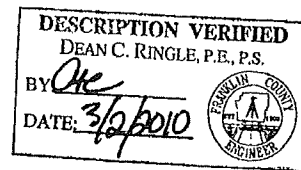
Exhibit "A"
Legal Description

Situated in the City of Reynoldsburg, County of Franklin and in the State of Ohio, bounded and described as follows:

Being Lots: Numbers One Hundred Fifteen (115), and One Hundred Sixteen (116) of IDLEWILD MANOR, except fifteen (15) feet off the South End of said lots, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 15, pages 18 and 19, Recorder's Office, Franklin County, Ohio.

Permanent Parcel Nos.: 060-001840 and 060-001841

N-106
A110F
(060)
1840
+
1841



From: [John Gleason](#)
To: [Marie Meeks](#)
Cc: [Phoenix Buathier](#)
Subject: Re: 6008-6014 E Livingston - Parking Variance
Date: Monday, November 25, 2024 11:41:36 AM

[NOTICE: This email originated outside of the City of Reynoldsburg.]

I'm sorry. My significant other was diagnosed with stage 4 kidney cancer out of the blue. I will get something filed. Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

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From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Monday, November 25, 2024 10:52:37 AM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: 6008-6014 E Livingston - Parking Variance

Hi John,

I'm following up on this application because it has been over 30 days since an action has been taken on this application. Please take significant action on this application by the end of the day Friday, 12/6/2024, or this application will be officially closed out.

Thank you,
Marie Meeks

PLANNER 1

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Marie Meeks
Sent: Monday, October 21, 2024 12:02 PM
To: 'John Gleason' <jgleason@gleasonlawofficellc.com>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 6008-6014 E Livingston - Parking Variance

Dear Applicant,

I am reaching out regarding Variance Application 2024-0770 for 6008-6014 E Livingston:

1. Please provide a site plan for this Variance Application that shows the existing number of parking spaces on-site in order to confirm that a parking variance is needed. You will need to provide 11 physical copies and 1 digital copy of this item.
2. Please confirm the total square footage of the building and revise the Variance Statement in order to indicate the correct number of required parking spaces. You will need to provide 11 physical copies and 1 digital copy of this item.

Staff finds that this application is not considered complete until all additional required documents have been officially submitted.

Please take action on this application within 30 days from today's date, which is November 20th, 2024. Otherwise, the Variance application will be deemed null and void and the application will be closed out per Section 1109.07.C. Section 1109.07.C states:

"The Planning and Zoning Administrator will determine whether an application is complete and is ready to be processed. In some instances, an additional application may be deemed necessary by the Planning and Zoning Administrator and, if so, an application will not be deemed to be complete unless and until the all applications are submitted and reviewed and determined to be in accordance with all submittal requirements. The applicant will be notified in writing of any deficiencies in the completeness of the application and shall have 30 days from the date thereof to complete the application or the application will be deemed null and void."

Here is a link to the Zoning Code:

https://www.reynoldsburg.gov/DocumentCenter/View/3100/Zoning-Code_Master-Code-08232024?bidId=

Please feel free to reach out with any questions.

Thank you,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: [Phoenix Buathier](#)
To: ["John Gleason"](#)
Cc: [Eric Meyer](#)
Subject: RE: 6014 E Livingston - Conditional Use
Date: Thursday, January 30, 2025 4:23:00 PM

John,

It is my understanding that you were working with an engineer or architect to provide a site plan for this property. That the site plan, would then help staff determine if a variance would be needed for parking on the site. If there was a variance needed, which ones and how many. You turned in a Variance application in October with regards to the conditional use, because you were expecting a variance to be needed. I do not know specifically that you need one, but without a site plan, I can not answer this question. Since you applied for a variance for this site, it is seen that one is likely needed. Because a Variance is likely needed, the board is not in the habit of approving a conditional use, until all variances that could be needed for the site are applied for and approved (i.e. Section 1109.15.7 Conditional Use's Condition that states, "The proposed use complies with the applicable specific provisions and standards of this Code").

A site plan is needed for the zoning Variance and Conditional Use Applications, to show the required parking that is out there today. The variance request does not specify what is specifically being requested, because the document sites two different building square footages. This needs to be clarified in the request, and the requested number needs to be finalized for a variance. It is also possible that a drive aisle may be need for the site, but staff is not sure until a site plan is presented.

A store layout, that is to scale is also needed for the Conditional Use Application. The store layout should have the square footage of the unit, the location and square footage of the "fresh produce", and showing how the Definition of, "Food Sales – Small Format Grocery" is met.

I spoke with a gentleman today who was going to work on a site plan for this property, however that site plan would need to be submitted today for it to be a part of the review that will go before the board in 3 weeks. This will likely need to be tabled until all information is gathered, however the board has set a date for it to return at the February 20, 2025 meeting, so it will have to go to the Planning and Zoning Board.

Best,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Thursday, January 30, 2025 8:20 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Please, call me John. I feel old enough these days. I hope you had a good New Year.

The building owner is going to go ahead and get the lot striped for the required number of spaces. Given that, what else do you need for the upcoming hearing?

Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Office: (614) 944-5180
Mobile: (614) 296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054



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From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, January 16, 2025 10:22:02 AM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: RE: 6014 E Livingston - Conditional Use

Mr. Gleason,

I wanted to send a reminder email, since it has been almost a month, letting you know that you are two weeks from the February 20, 2025 meeting packet deadline, which is January 30, 2025. If you have any questions regarding the application, submittal or anything else, please feel free to reach out, I am happy to assist.

Hope you are having a good New Year!

Best,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: Phoenix Buathier
Sent: Friday, December 20, 2024 8:27 AM
To: 'John Gleason' <jgleason@gleasonlawofficellc.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>; Melissa Butler <MButler@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>
Subject: RE: 6014 E Livingston - Conditional Use

John,

I wanted to follow up from last night's Planning and Zoning Board meeting to let you know that the deadline for the February 20, 2025 meeting is January 30, 2025.

If you have any questions, please feel free to call or email.

Sincerely,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Wednesday, December 11, 2024 3:06 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

And please, call me, John.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

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From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Wednesday, December 11, 2024 3:05:04 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

Understood. Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

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From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Wednesday, December 11, 2024 2:34:00 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Mr. Gleason,

I just wanted to reiterate that the drawings you showed us today will not be in the packet that is published and sent to the board tomorrow. You are welcome to bring copies for them to see, however this is not enough time for us to send to other external internal departments to review.

If you have any questions, please feel free to email or call.

Best,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

T 614-322-6829 | **F** 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Wednesday, December 11, 2024 12:44 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

I just realized the address is incorrect on the drawing. I am having it changed. Thanks.

From: John Gleason

Sent: Wednesday, December 11, 2024 12:41 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

For our call. Thanks.

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Tuesday, December 10, 2024 12:38 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

John,

Tomorrow at 2pm works. If you wouldn't mind calling 614-322-6850, it would be appreciated.

Best,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

T 614-322-6829 | **F** 614-322-6830

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Tuesday, December 10, 2024 11:53 AM

To: Marie Meeks <mmeeks@reynoldsburg.gov>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Yes. Can we do tomorrow at 2?

From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Tuesday, December 10, 2024 10:10 AM

To: John Gleason <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Hi John,

Phoenix and I would like to have a quick 5-10 minute phone call with you to discuss the 6014 E Livingston Avenue Planning and Zoning Board case sometime today or tomorrow. Do you have any availability today or tomorrow between the hours of 8:30am-3:30pm?

Thank you,

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Marie Meeks

Sent: Friday, December 6, 2024 4:02 PM

To: 'John Gleason' <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Importance: High

Hi John,

This case will be held at the 12/19/2024 Planning and Zoning Board meeting due to the Planning and Zoning Board's approved motion to hold this case to no later than the 12/19/2024 Planning and Zoning Board meeting. Please know that as the applicant, you are allowed to request that the application be tabled to a later meeting date, but the Planning and Zoning Board is not guaranteed to accept the request.

Thank you,

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Friday, October 4, 2024 10:32 AM

To: Marie Meeks <mmeeks@reynoldsburg.gov>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

[NOTICE: This email originated outside of the City of Reynoldsburg.]

I apologize, I have had some personal issues, and we are having some issues finding someone to finalize the plans. I will follow up ASAP. Thanks and have a great weekend.

From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Thursday, October 3, 2024 2:31 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: 6014 E Livingston - Conditional Use

Good Afternoon,

I just wanted to reach out and let you know that the deadline to submit additional material for the 10/17 Planning and Zoning Board meeting passed on 9/26 and we have not received any additional documentation for this application. This case will go before the Planning and Zoning Board on 10/17 at 6pm in City Hall Council Chambers, 7232 E Main Street.

Please feel free to reach out with any questions.

Thank you,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: [Lieutenant Schmidt](#)
To: [Phoenix Buathier](#)
Subject: Re: 6014 E. Livingston Avenue - Variance Application - Parking & Conditional Use Application - Food Sales - Small Format Grocery
Date: Tuesday, February 11, 2025 8:31:06 AM
Attachments: [Outlook-tp0ymyvl.png](#)

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Phoenix,

Good morning.

We do not have any commits on this project at this time.

Thank you,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, February 10, 2025 12:33 PM
To: Lieutenant Schmidt <LTSchmidt@trurotp.org>
Subject: 6014 E. Livingston Avenue - Variance Application - Parking & Conditional Use Application - Food Sales - Small Format Grocery

Lt. Schmidt,

I am sending you 6008-6014 E. Livingston Avenue, Variance Application to reduce parking, and a Conditional Use Application to allow Food Sales - Small Format Grocery store on the site. The Application and related items that are scheduled for the February 20th Planning and Zoning Board meeting. Our code requires us to send out a staff report at least a week in advance of the meeting. Therefore, I am asking for any comments the Fire Department may have by February 12th so that we can incorporate them in the staff report that goes out first thing on February 13th.

If you have any questions please feel free to call or email. Thank you for your help.

Sincerely,

Phoenikx Buathier
PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov