



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, March 20, 2025

6:00 PM

Council Chambers

A. CALL TO ORDER

1. ROLL CALL
2. APPROVAL OF MINUTES
 1. Planning & Zoning Board - Regular Meeting - 02/06/2025
 2. Planning & Zoning Board - Regular Meeting - 02/20/2025
3. APPROVAL OF AGENDA
4. SWEARING IN OF SPEAKERS

B. PUBLIC COMMENT

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

D. NEW BUSINESS

1. 6008-6014 E. Livingston Avenue; Zoning Code Violation/Cease and Desist; Appeal

E. OTHER BUSINESS

F. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
February 6, 2025**

CALL TO ORDER

ROLL CALL

PRESENT: Furst, Barnhart, Kleckley, Ward, Brusk

ABSENT: Benner, Alabi

APPROVAL OF MINUTES

Planning & Zoning Board - Regular Meeting - 01/16/2025

Minutes stand approved.

APPROVAL OF AGENDA

Agenda stands approved.

SWEARING IN OF SPEAKERS

No speakers to swear in.

PUBLIC COMMENT

UNFINISHED BUSINESS

NEW BUSINESS

Zoning Code Workshop

Discussion about the upcoming potential zoning code changes were discussed.

Chapter 11 – Planning and Zoning Code Changes

- Permitted Encroachments into Setbacks
- Landscape Standards
- Electric Vehicle Parking Standards
- Signage
- Standards for developments that may parcel off, but are being built as a complex
- Townhome's in Residential Districts
- Innovation Zone Standards
- Parking
- Setbacks for Insight District
- Setbacks/frontage for parcels not along a road frontage
- Brice Road & East Livingston Ave Overlay
- Porches/Decks/Patios
- Accessory Structure Design Guidelines
- Commercial Design Standards – CC, BMD & EMD
- Storage Containers
- Lighting
- Non-Conforming Lots/Land Uses & Structures
- Dwelling – Assisted, Dwelling – Group & Dwelling – Developmental Disability
- Land Uses
- Zoning Certificate Application Review Periods
- Subdivision regulations regarding landscaping bonding
- Site Plan Major & Minor Requirements
- Definitions

Other Topics/Clarification

- Permitted Encroachments into Setbacks
- Non-Conforming Lots/Land Uses & Structures
- Dwelling – Assisted, Dwelling – Group & Dwelling – Developmental Disability
- Zoning Certificate Application Review Periods
- Subdivision regulations regarding landscaping bonding
- Site Plan Major & Minor Requirements
- Definitions
 - Porch
 - Deck
 - Patio
 - Front Porch
 - Service Drive

Draft Time Table
Next Meeting Date:
Week of May 19th

OTHER BUSINESS

ADJOURNMENT

Planning and Zoning Administrator

Chairman



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
February 20, 2025**

CALL TO ORDER

ROLL CALL

PRESENT: Furst, Barnhart, Alabi, Kleckley, Brusk

ABSENT: Benner, Ward

APPROVAL OF AGENDA

Ms. Buathier asked for the unfinished business to be moved to after new business because the conditional use also needs a variance.

Mr. Furst: I move.

Ms. Kleckley: I second.

RESULT:	Approved
MOVER:	Furst
SECONDER:	Kleckley
AYES:	Furst, Barnhart, Alabi, Kleckley, Brusk

SWEARING IN OF SPEAKERS

Speakers sworn in by Mr. Furst.

PUBLIC COMMENT

No public comment.

UNFINISHED BUSINESS

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

Mr. Furst: Understanding that the applicant is requesting that we also table this

application, I move to table this application to the April 3rd, 2025 meeting.

Mr. Brusk: Second.

RESULT:	Tabled until April 3rd, 2025
MOVER:	Furst
SECONDER:	Brusk
AYES:	Kleckley, Brusk, Barnhart, Alabi, Furst

NEW BUSINESS

App# 2025-0033; 6675 Woodsedge Dr; Kevin Farrell of Great Day Improvement for Toyia Hall; Variance

Ms. Buathier read the staff report into the record.

The applicant did speak, but it was inaudible.

Mr. Furst explained that there are a number of factors to consider for a variance, and he shares staff's concerns. Mr. Furst addressed the factors and asked the applicant to speak about the factors.

The applicant spoke again, but it was still inaudible.

Mr. Furst asked about the proof of hardship or practical difficulty.

Staff talked about the requirements for legal nonconforming and how, either way, the applicant would need a variance for the 30-foot rear setback. Mr. Furst mentioned the accessory structure being placed at the side of the house and whether that would encroach on the side yard.

The applicant replied, but it was inaudible.

Ms. Kleckley offered some alternative options for the applicant to explore.

Mr. Furst offered to table the application if the applicant would like to explore further options.

Ms. Buathier explained to the applicant they can review the nine factors in the staff report to address the variance issues at the next meeting.

Mr. Furst: Based on the applicant's request, I so move that we table this application until the April 3rd regular meeting.

Ms. Alabi: I second.

RESULT:	Tabled until April 3rd, 2025
MOVER:	Furst
SECONDER:	Alabi
AYES:	Kleckley, Brusk, Barnhart, Alabi, Furst

App# 2024-0770; 6008-6014 E. Livingston Ave; John Gleason for One Souss LLC; Variance

Ms. Buathier read the staff report into the record.

Mr. Gleason, on behalf of the applicant, asked the board if they should continue the variance for the parking spaces or ask for a variance for the drive aisle. They need 24 spaces versus the 17 that's there, so they filed a variance for the 7 short. They can fit 7 spaces in the back, and ask for a variance for the drive aisle.

Mr. Furst explained that the board couldn't give them a sure answer, but that variances for drive aisles have been done in the past.

Ms. Bauthier explained that the applicant will need to ask for the drive aisle variance and address all the variance factors. If they are able to address all the factors, generally staff would write a recommendation for approval.

Mr. Furst: Based on the applicant's request, I move that we table this application until no later than April 3rd, 2025 regular meeting.

Ms. Kleckley: I second.

RESULT:	Tabled until April 3rd, 2025
MOVER:	Furst
SECONDER:	Kleckley
AYES:	Alabi, Barnhart, Brusk, Kleckley, Furst

OTHER BUSINESS

ADJOURNMENT

Planning and Zoning Administrator

Chairman

March 12, 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. The parcels around this home are similar, however the applicant has identified an existing easement that could inhibit an addition on the western portion of the home, along with a major roofing project. The applicant does not say for sure that the addition can not go on the side, just that placing it where the variance is requested would be the least intrusive place. The concern of deprivation of the beneficial use of land is not clear.
- 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. 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 also a sewer line that does run along the side of the house. The applicant has stated not being in the easement as one of the reasons for locating where it is currently shown in red, along with not wanting to disrupt the customers lifestyle.
 - a. The applicant has not clearly shown where the easement would be precisely/the easements area, so staff is unsure that the strict application of the code is directly suffered by

the applicant. That putting the addition on the side of the house may potentially be possible.

- 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 and Public Service have 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. The applicant does state the existing sewer line may cause issues, but does not go into detail regarding the actual easement in place for the sewer line, which makes it unclear how much the addition on the side of the house would be limited. The applicant also states the wall of the home on the west side, is where the houses services are such as heating, electrical, plumbing and the chimney are located. The applicant states not wanting to disrupt the homeowners lifestyle as the reason, which is not really a hardship. The applicant however has not clearly shown how this site is unique and how granting the variance would not give the property owner special privileges.
- 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 in their revised statement, looked at all possible locations for the addition to be located on. The front of the houses on both sides is not viable, due to required setbacks, along with the applicant stating clear line of site for the road with safety concerns. The applicant also looked into west side of the house, siting a sewer line and easement, along with the housings home services and chimney being located there. The applicant states placing it there would disrupt the customers lifestyle during the build, but does not state that it could not be built there, making it an option, which the shows the requested variance is a mater 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. The applicant has stated that there is a sewer line on the west side of the house and the houses utilities, however the applicant has not provided a definite reasons as to why the addition could not be placed on the west side of the house. The applicant has stated lifestyle reasons as a reason for not locating it on side of the house. A hardship due to convenience is not allowed to be considered as a hardship per the findings of facts. Staff is also concerned that if the 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 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>Foyia Hall</u>	JAN 29 2025
Contact Email: <u>foyia.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.

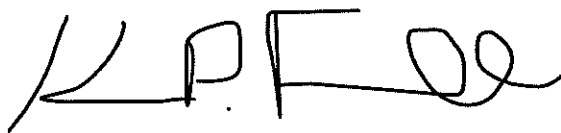
Hello, please find this narrative as supplemental to provide our argument for relief of the rear yard setbacks for 6675 Woodsedge Dr Reynoldsburg, OH for Toyia Hall and the sunroom project she has with Great Day Improvements.

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

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 more construction and demolition of the main home and it is not within their budget or design.

Understanding we must explore all possibilities of moving the room to another location, we considered the following:

Placing the room at the front of the home would affect the curb appeal as well as the site line of those homes surrounding. The room may also affect the line of site from the road. This is always a safety concern, and we use the front of the home as a last option. There would also be a loss of privacy in this location leaving the customer feeling exposed.

Also, not placing the room there allows the customer to hide the room behind the home to prevent changing the overall look of the neighborhood. Our objective is to provide the customer a sunroom and not promote a sweeping "change" in the look of the neighborhood. It is not the objective of this proposal to change the existing zoning to promote extra business. We are submitting this in the interests of Mrs. Hall solely.

Therefore, the rear of the home, specifically the south-west corner, was determined to be the next best option.

The southern side of that corner was considered next. Here the location of the room would have more critical effects on the overall home. As submitted in pictures, that wall of the home shows a chimney stack. Our thought process here was to eliminate disruption of any of the home services, heating, electrical, plumbing, etc... While this might imply a financial concern for sure, we wanted to eliminate disrupting the customer's lifestyle during the build.

The home itself sits within a cluster of 5 homes. The aerial view provided shows they share a common backyard area where the project's current proposed location can be seen.

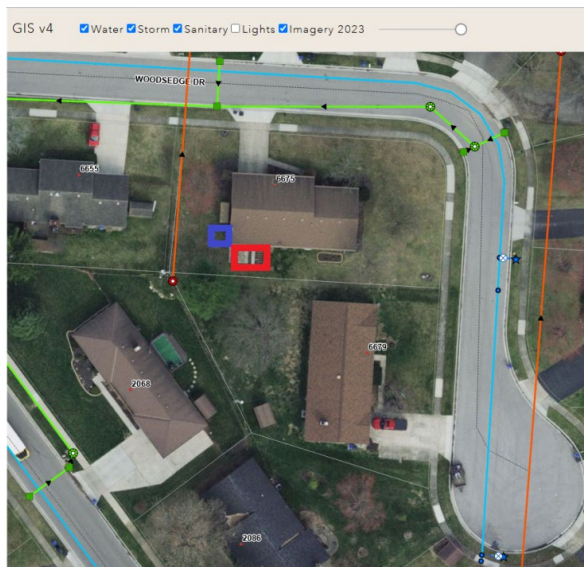
In the picture below, to show the two locations and their considerations, the proposal before you, the red square, shows the proposed location. The blue square shows the suggested location. If we were to use the blue location, there would be again unnecessary extra construction on the home itself and not the goal of the project. To install the room properly on this site requires modification to the roofing system to the main home. This would take the project over the scope of work as a dormer and other cuts and connections to the home would be massive. Our goal is to create a discreet build while not disrupting the current pattern of the buildings and structures in place. The attention of a major roofing project to modify the home that is in place is not the goal. The neighbors who share that backyard space are used to this layout, so it was decided to be the least intrusive.

The red location provides the least invasive of the two locations. The materials and equipment can be transported in pick-up trucks and will not require a tremendous amount of equipment. This is to ensure the serenity of the neighborhood before, during, and after we have completed the build. While these are subtle considerations, we have found them to be an important part of the design process that keeps in mind the rules in place as best we can.



There is also an advantage of using the red area as opposed to the blue area regarding the utilities and services.

The pic below shows the utility lines to the homes in the cluster. The orange line between 6675 Woodsedge and 6655 Woodsedge is for the sewer. The red location keeps the room and any construction farther away from that line as to avoid any accidental disruption of services to Mrs. Hall home and her neighbors.



The proposed red area is the furthest away from the utility lines as possible. The thought here was to prevent any encroachment onto any of those existing easements. This is the reason the footprint of the previous deck was in this location as well.

The height or 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

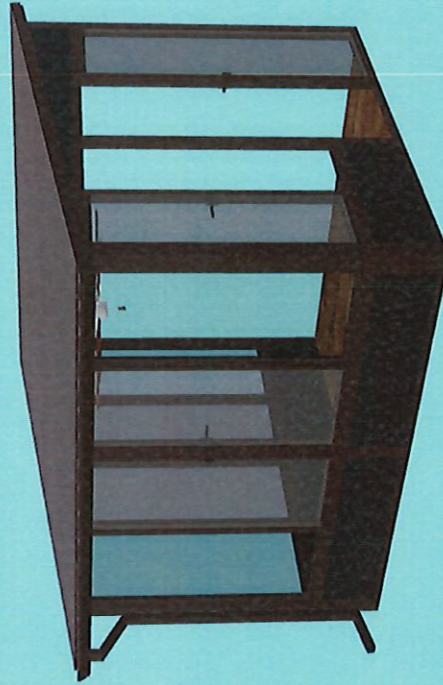
idea to follow the footprint of the old deck was to prevent such encroachment if the sunroom could be considered legal non-conforming. We do, however, understand why this review is necessary with the new rules.

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 wall.

Thank you for giving us the opportunity to respond to the initial decision. Please reach out if you have any questions or need anything in addition.

Thanks, Kevin Farrell Operations Supervisor/Permitting

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'

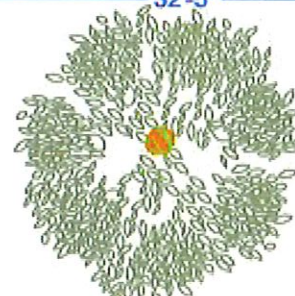
25'

31'-8"

47'-4"

Property Line

81'



Line of Wall

House

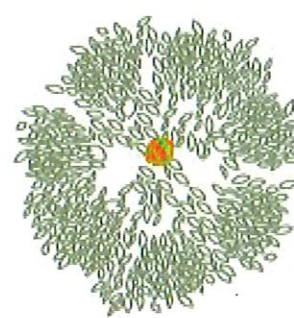
35'

Eaves Line

Eaves Line

30'

Line of Wall



61'

Woodsedge Dr



34'-4"

10'

10'

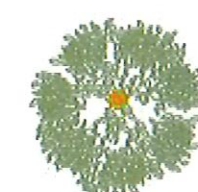
Patio

12'

67'

47'-1"

19'-3"



6'-9"

20'



Setback Not Affected

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

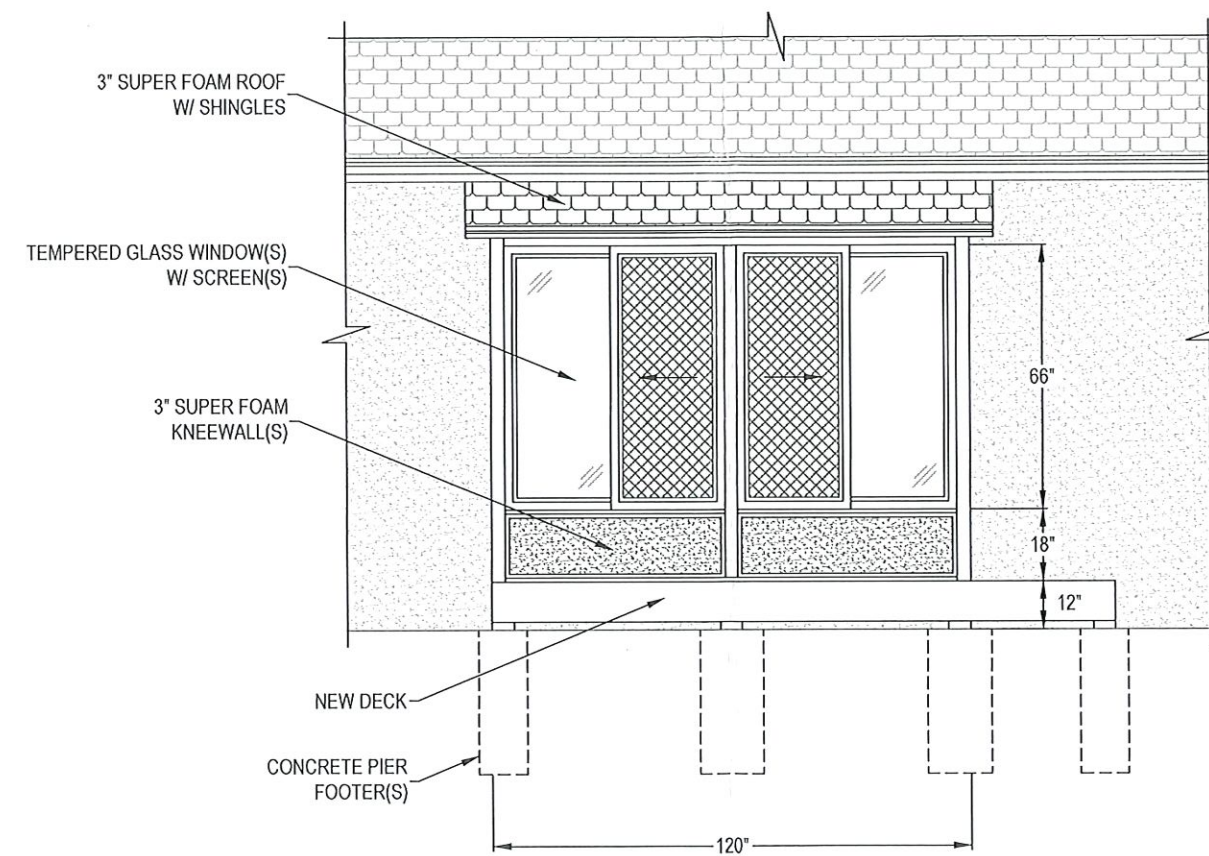
- NOTES:
1. ALLVIEW (AAS) SUNROOM; BRONZE IN COLOR
 2. CONSTRUCT SUNROOM ON NEW DECK
 3. ELECTRICAL BY GDI
 4. CONCRETE
 - A) CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301 SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS.
 - B) ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 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		



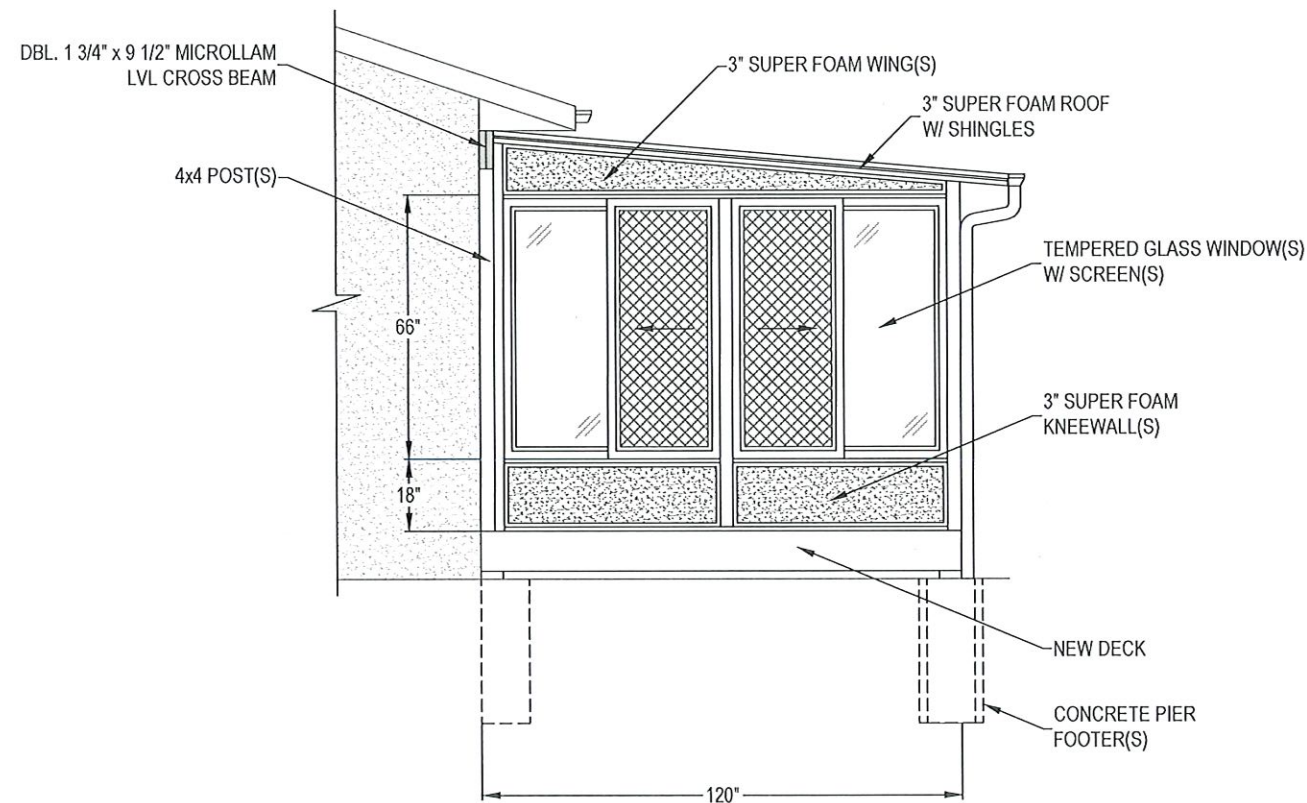


ELEVATION - "B" WALL

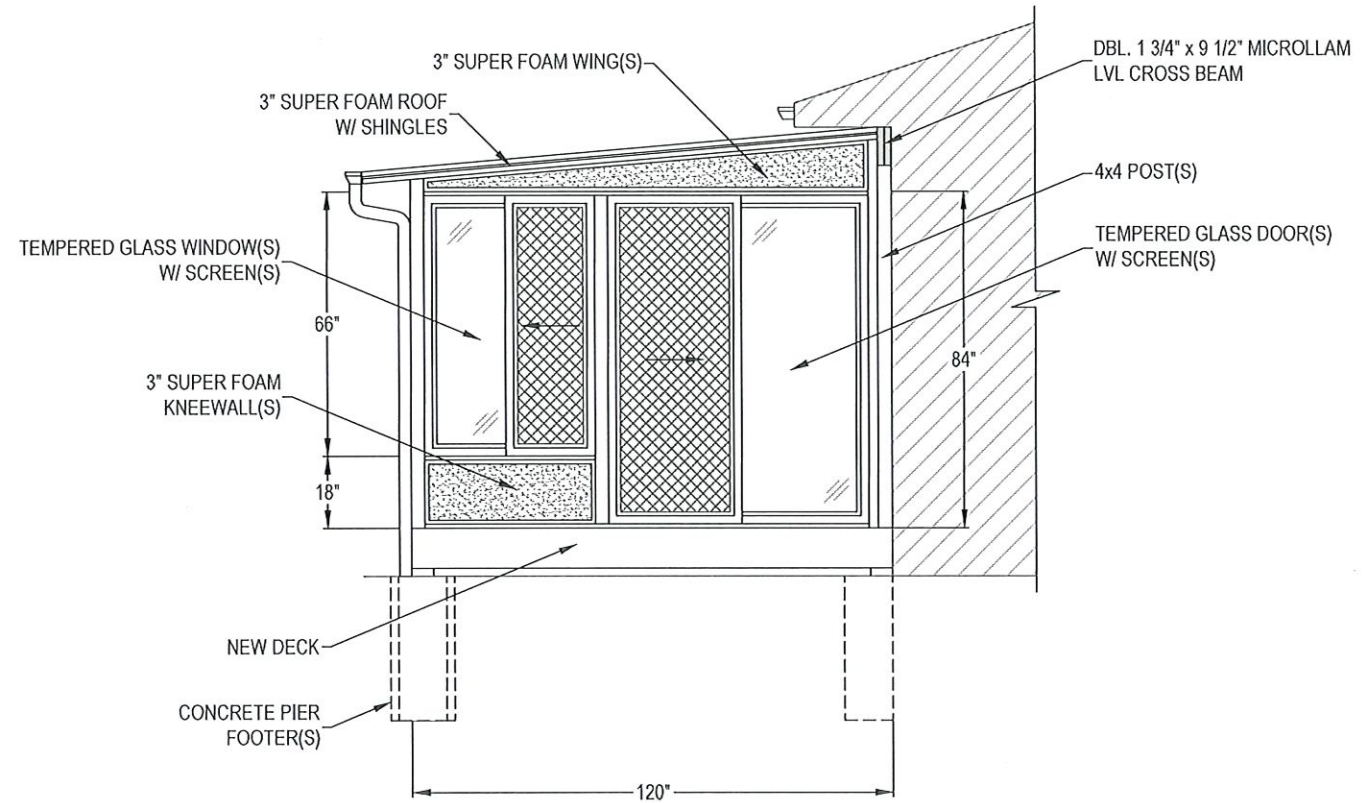
DATE	8/14/24				
DRAWN	MTS				
SCALE	1/4" = 1'-0"				
SHEET	2 OF 10				
		TOYIA HALL 6675 WOODSEGE DRIVE REYNOLDSBURG, OH 43068 JOB #37716	COLUMBUS 2097 LONDON ROAD, SUITE H DELAWARE, OH 43015 216-341-7700	 Great Day Improvements	
				ERIC OETJEN, P.E., M. ENG. OH. PROFESSIONAL ENGINEER (OH. LIC. #84737) 5 GREENE STREET FORT THOMAS, KY. 41075 PH. # 859-393-9049	



THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, LLC.. AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.



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

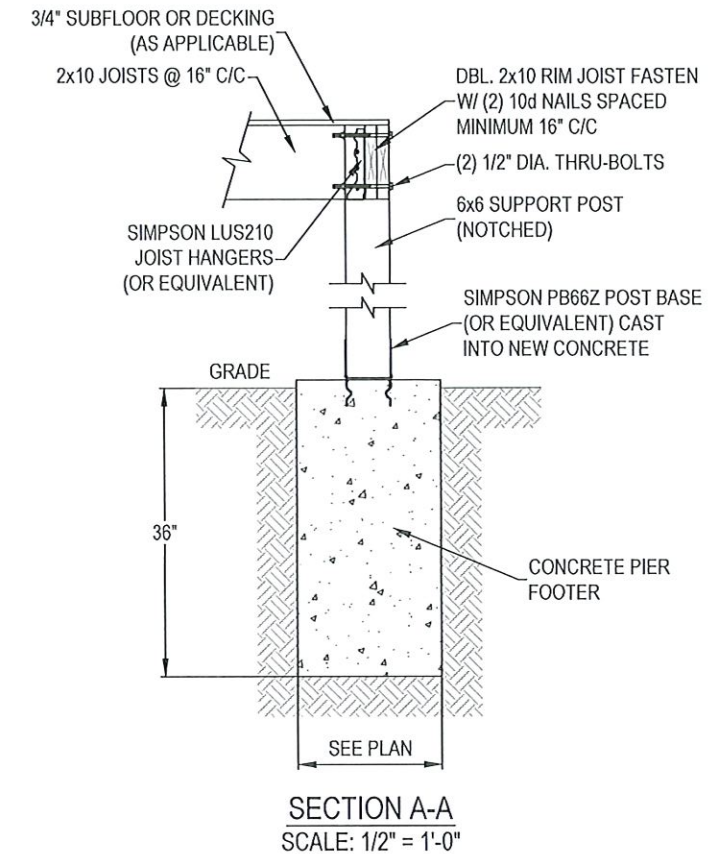
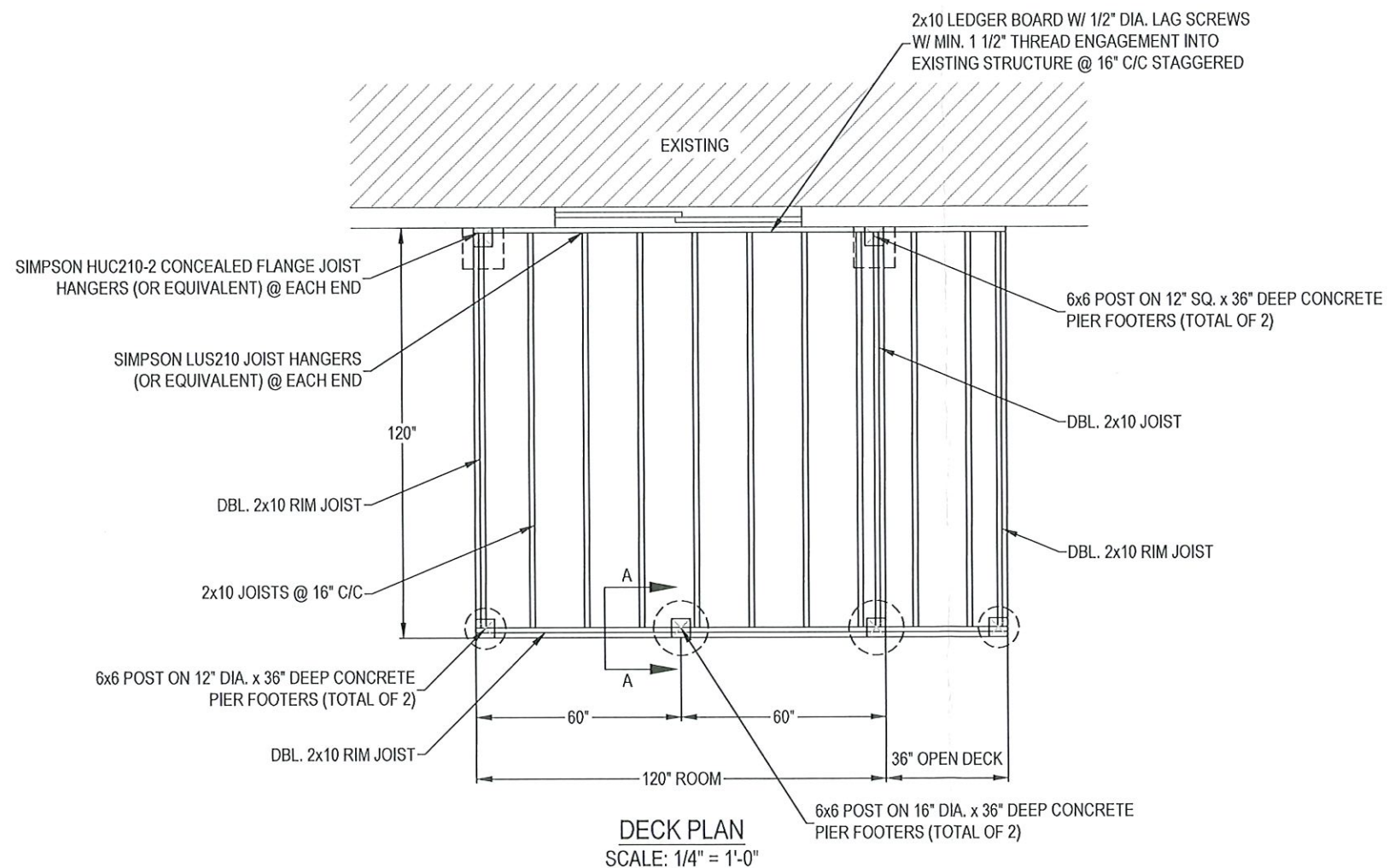
COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700



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



THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, L.L.C., AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.



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

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

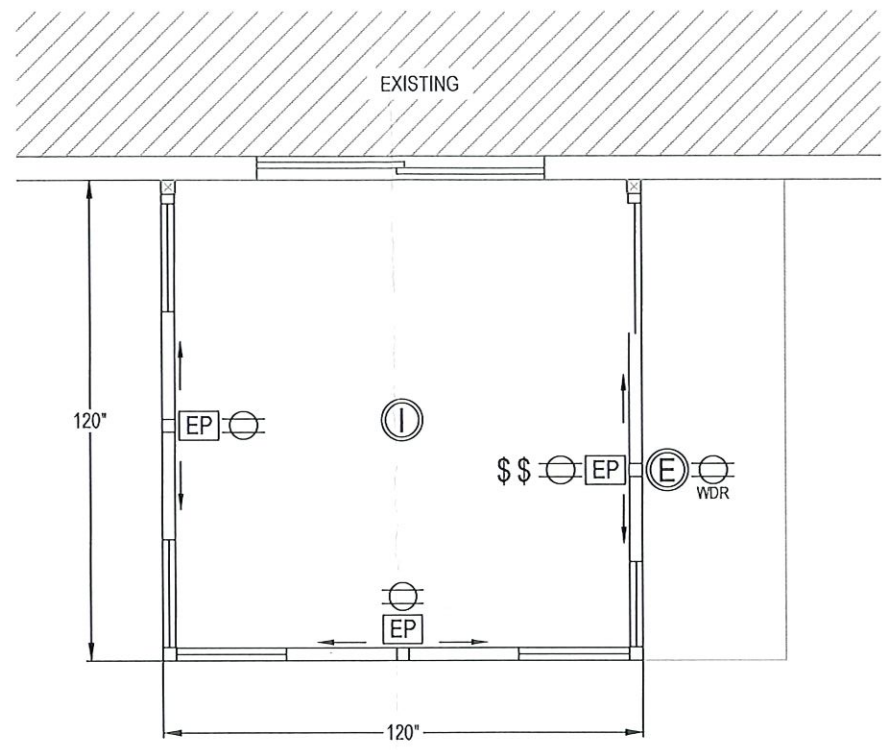
COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700



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



THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, LLC., AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.



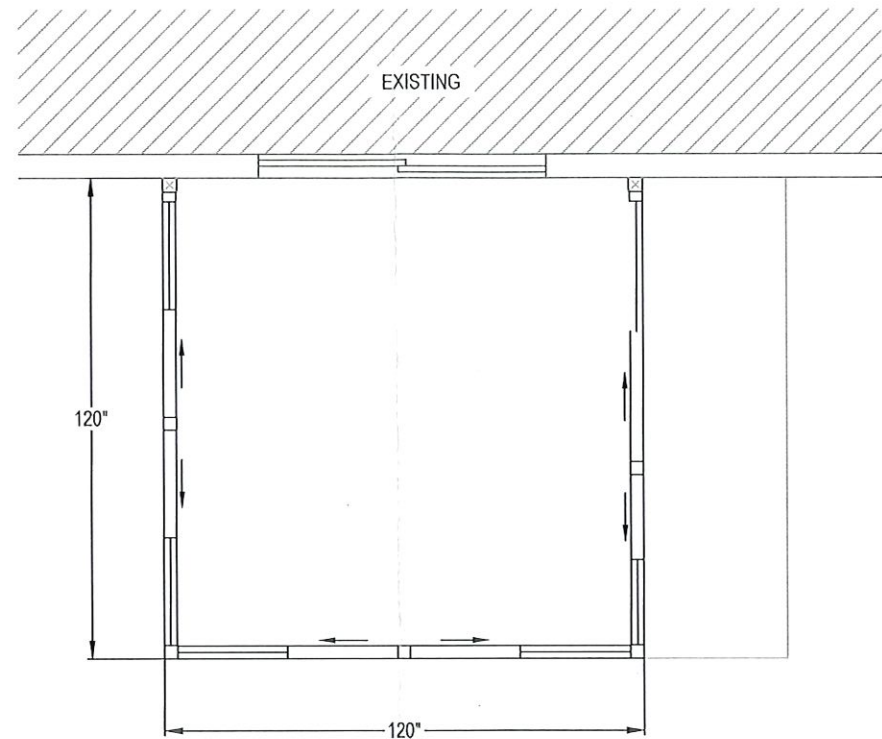
ELECTRICAL PLAN

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	08-15-2024 ENGINEER'S STAMP APPLIES TO SUNROOM STRUCTURE ONLY; ELECTRICAL BY OTHERS			
SCALE	1/4" = 1'-0"				
SHEET	5 OF 10				

THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, LLC., AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.



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

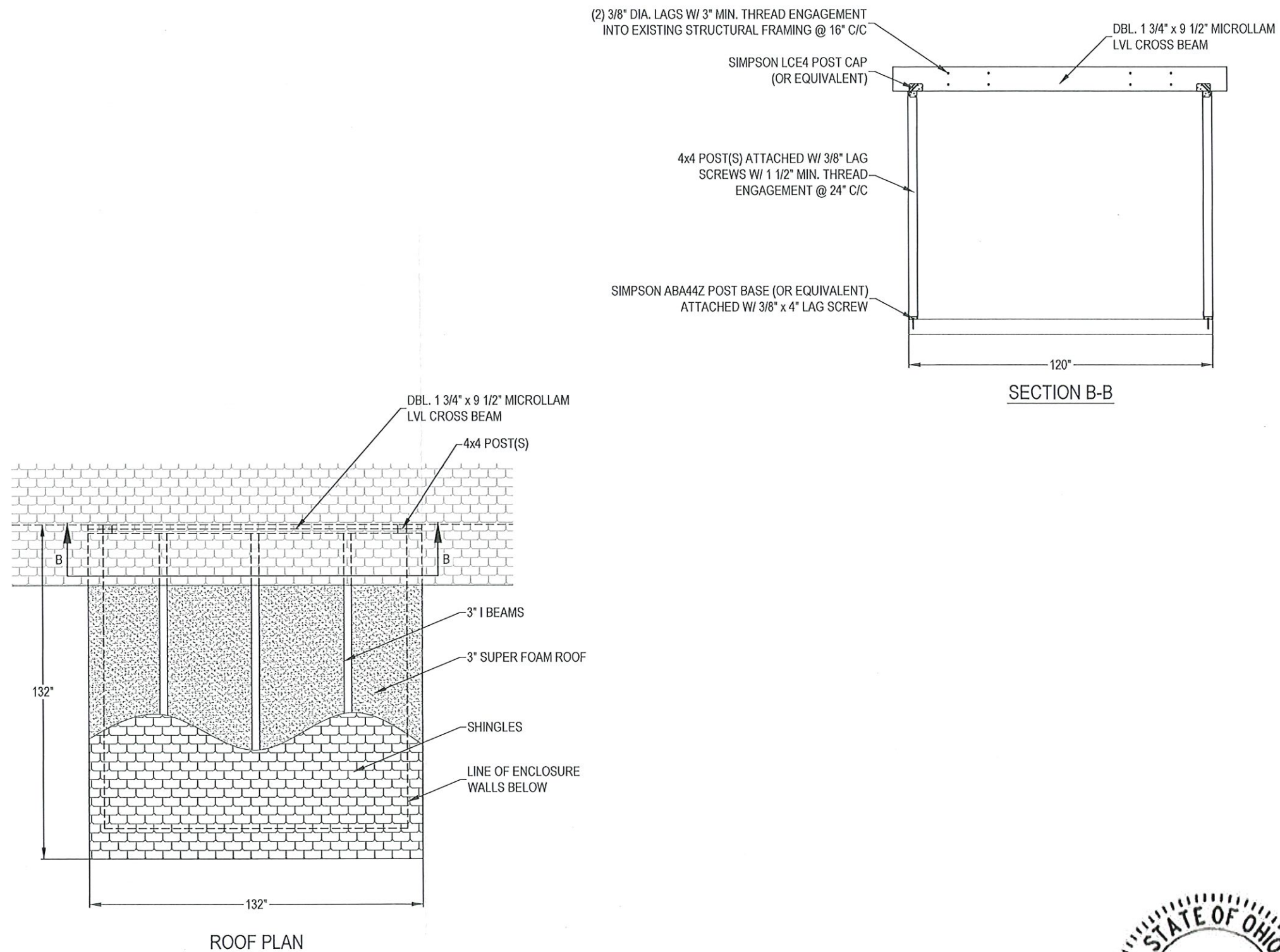
COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700



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



THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, LLC., AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.



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



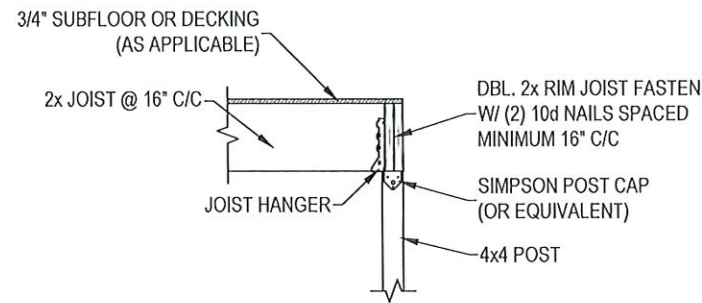
ERIC OETJEN, P.E., M. ENG.
OH. PROFESSIONAL ENGINEER
(OH. LIC. #84737)
5 GREENE STREET
FORT THOMAS, KY. 41075
PH. # 859-393-9049



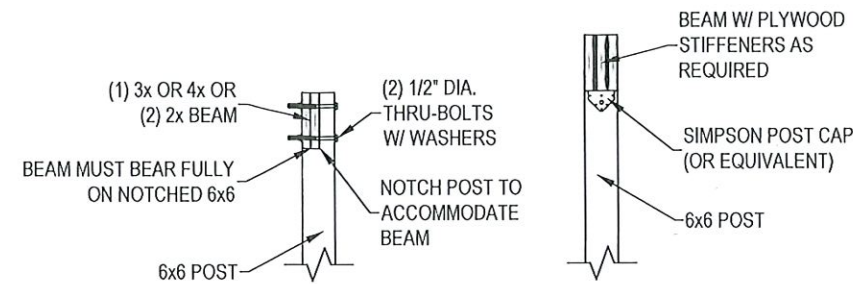
THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, LLC., AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.

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

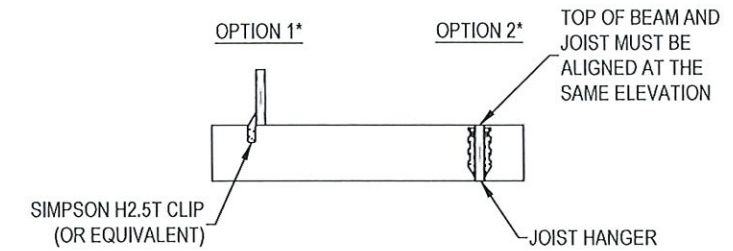
ALL SCREWS, BOLTS AND NAILS FOR USE WITH PRESSURE TREATED WOOD SHALL BE HOT DIPPED ZINC COATED GALVANIZED STEEL OR STAINLESS STEEL



RIM JOIST DETAIL

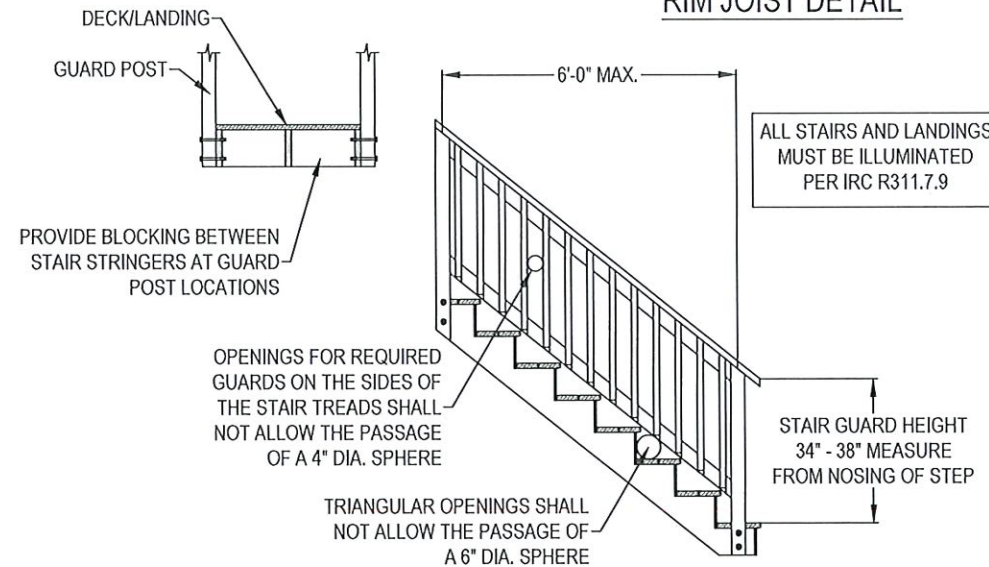


POST TO BEAM DETAIL

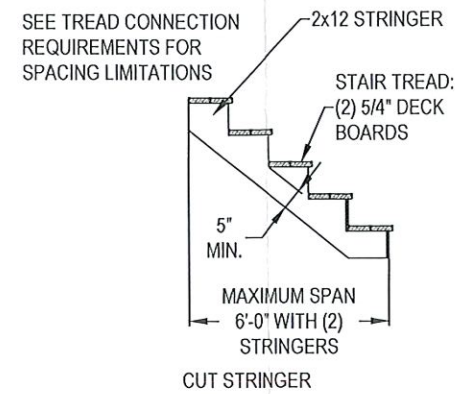


JOIST TO BEAM CONNECTION DETAIL

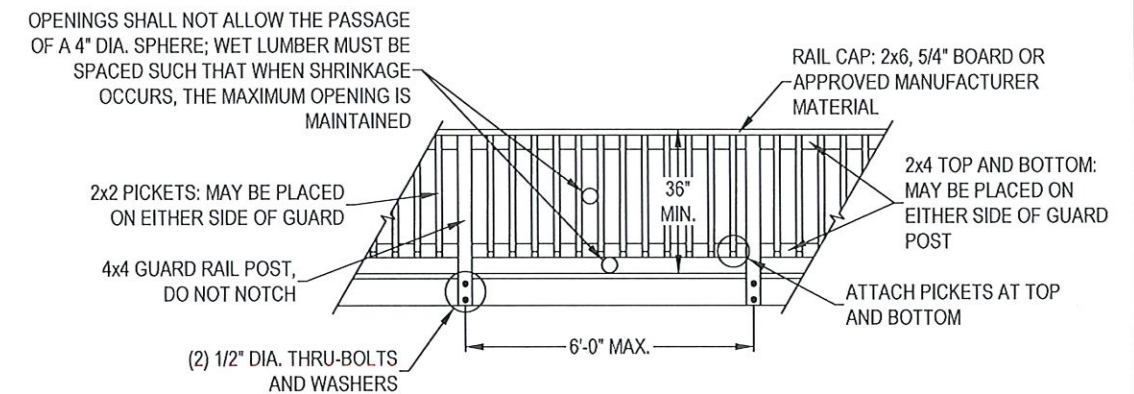
* SEE MANUFACTURER RECOMMENDATIONS FOR ADDITIONAL REQUIREMENTS



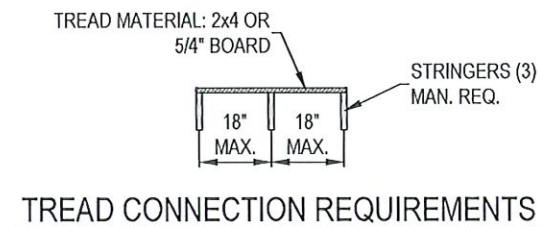
STAIR GUARD REQUIREMENTS



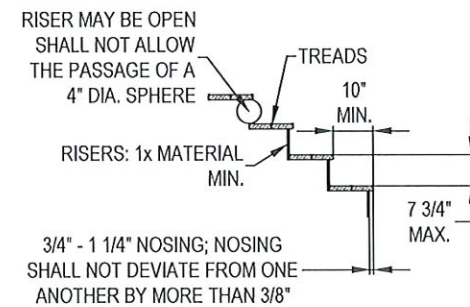
STAIR STRINGER REQUIREMENTS
ALL STRINGERS SHALL BE A MINIMUM OF 2x12



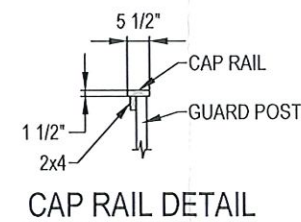
GUARD DETAIL



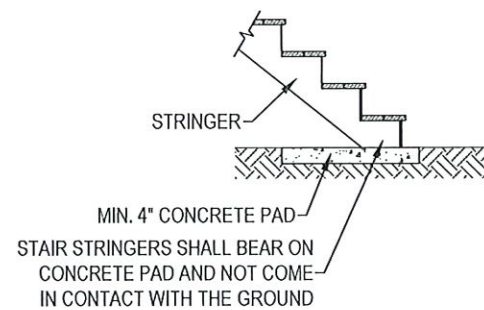
TREAD CONNECTION REQUIREMENTS



TREAD AND RISER DETAIL



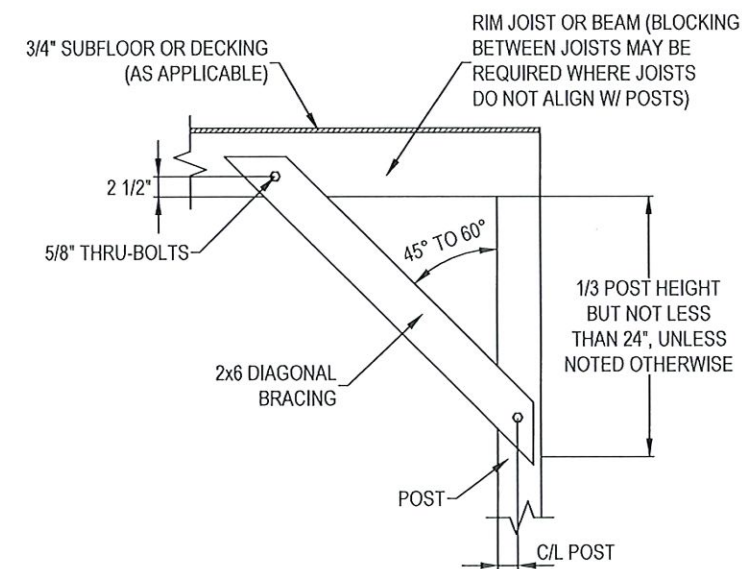
CAP RAIL DETAIL



STAIR STRINGER BEARING AT GRADE DETAIL



HANDRAIL DETAIL



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

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

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

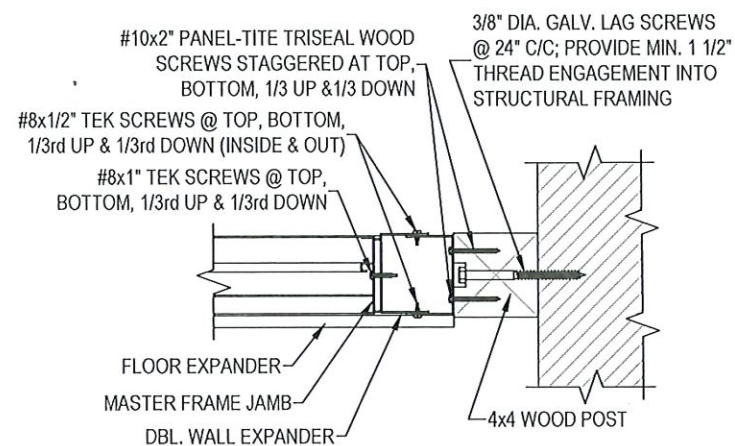
COLUMBUS
2097 LONDON ROAD, SUITE H
DELAWARE, OH 43015
216-341-7700

 **Great Day**
Improvements

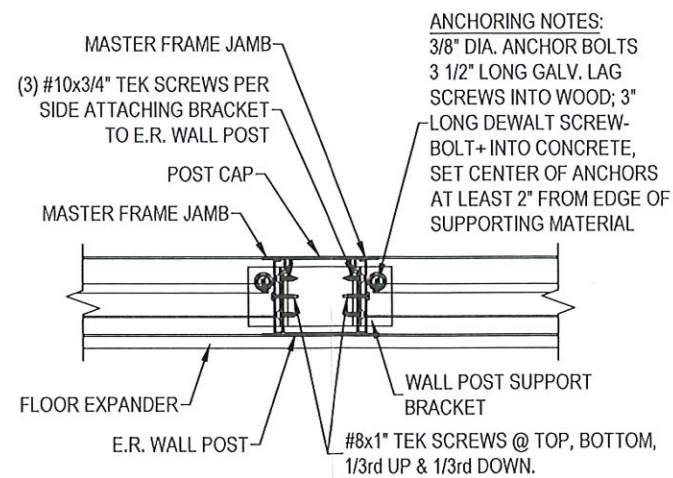
ERIC OETJEN, P.E., M. ENG.
OH. PROFESSIONAL ENGINEER
(OH. LIC. #84737)
5 GREENE STREET
FORT THOMAS, KY. 41075
PH. # 859-393-9049



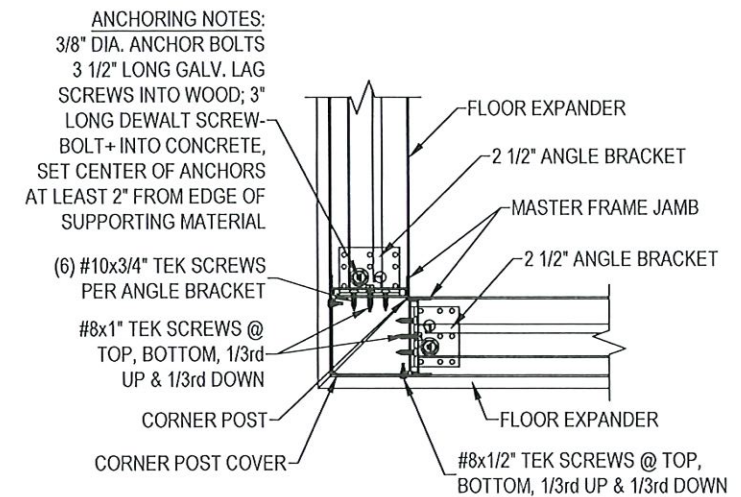
THIS DRAWING IS PROPERTY OF GREAT DAY IMPROVEMENTS, LLC., AND DUPLICATION OF THIS DRAWING WITHOUT OUR EXPRESSED WRITTEN CONSENT IS PROHIBITED. ALL RIGHTS RESERVED.



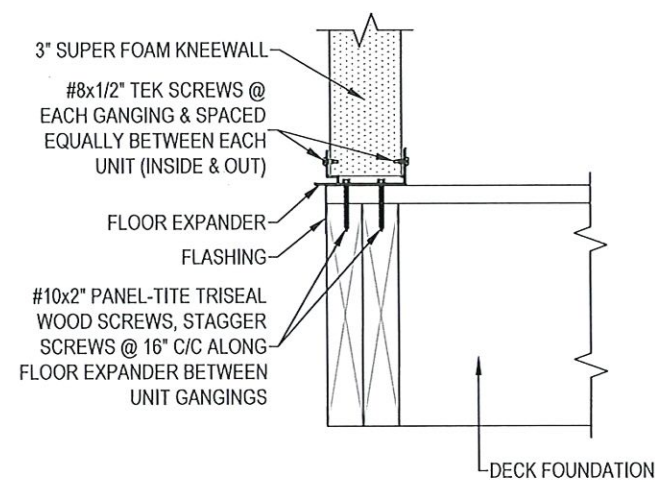
PLAN VIEW OF MASTER FRAME JAMB
CONNECTION @ EXISTING WALL



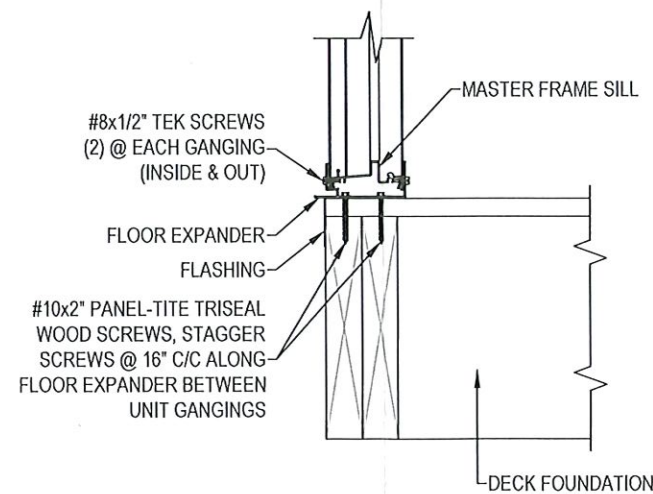
PLAN VIEW OF MASTER FRAME JAMBS
CONNECTION @ E.R. WALL POST



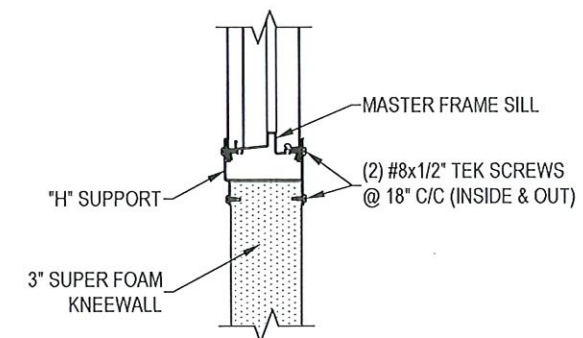
PLAN VIEW OF MASTER FRAME JAMBS
CONNECTION @ CORNER POST



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

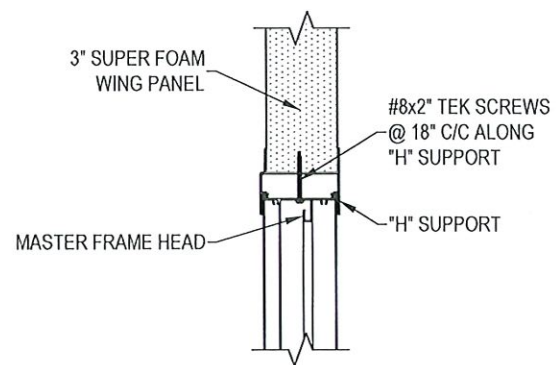
TOYIA HALL
6675 WOODSEGE DRIVE
REYNOLDSBURG, OH 43068
JOB #37716

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

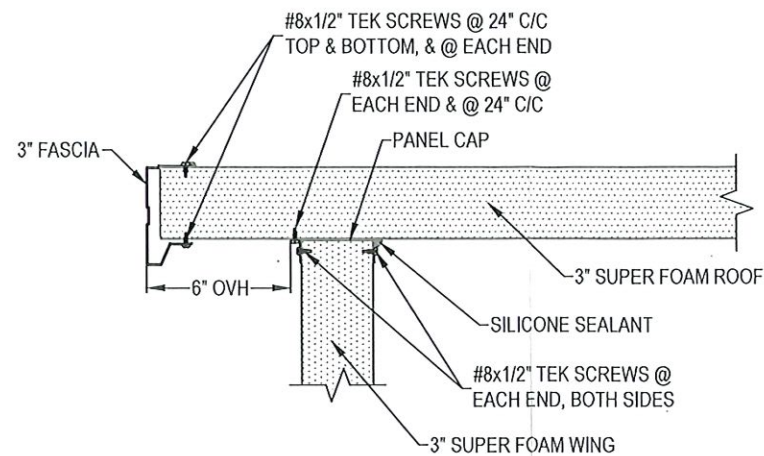


ERIC OETJEN, P.E., M. ENG.
OH. PROFESSIONAL ENGINEER
(OH. LIC. #84737)
5 GREENE STREET
FORT THOMAS, KY. 41075
PH. # 859-393-9049

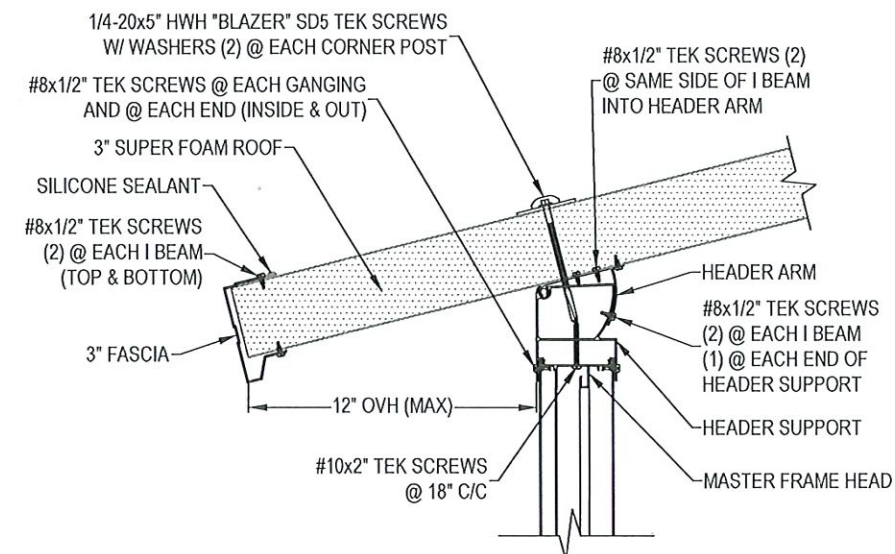




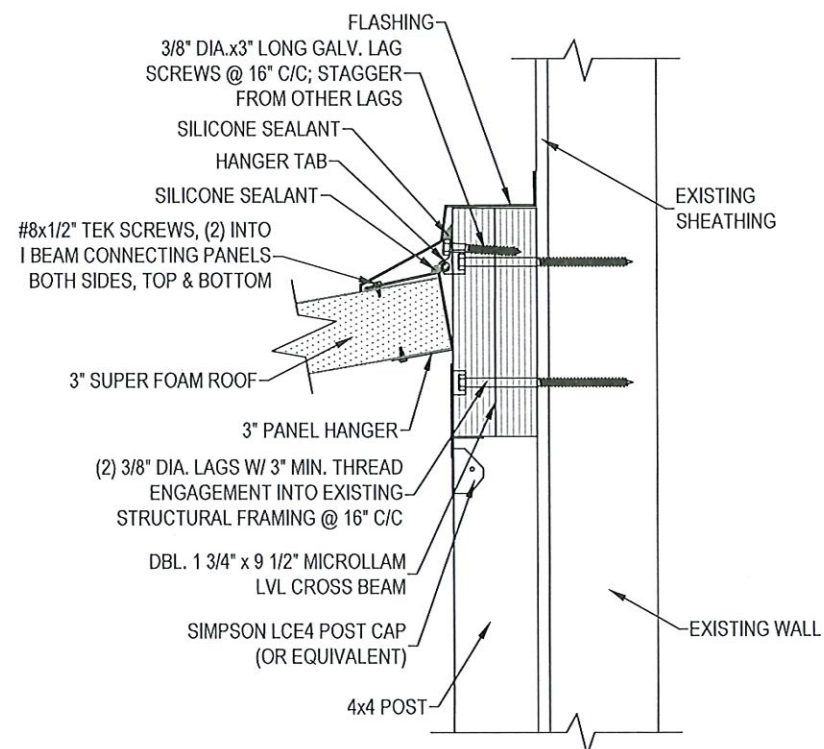
SECTION THROUGH MASTER FRAME
HEAD CONNECTION @ FOAM WING



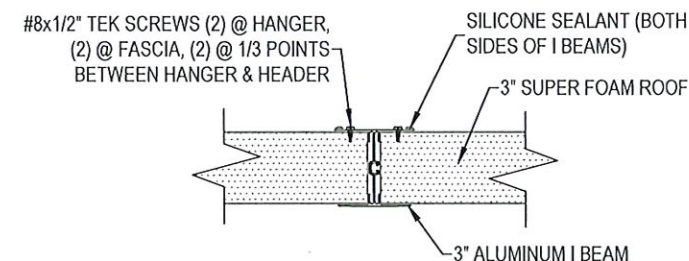
SECTION THROUGH 3" SUPER FOAM ROOF PANEL
CONNECTION @ 3" SUPER FOAM WING PANEL



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
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





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.

RECEIVED

JAN 29 2025

REYNOLDSBURG BUILDING DEPT

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: 6595905402b64709c5fbc145f8e130122



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-





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

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





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

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.





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

Addendum

OHIO

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.**



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

Doc ID: 65959c0f5402b64709c5fb0145f0b370122 Page 37 of 122 5 of 9



2097 London Road Suite H, Delaware, OH 43015
Columbus@greatdayimprovements.com
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
Columbus@greatdayimprovements.com
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)



From: [Lieutenant Schmidt](#)
To: [Phoenix Buathier](#)
Subject: Re: 6675 Woodsedge Drive - Variance
Date: Monday, March 3, 2025 11:19:25 AM
Attachments: [Outlook-ymyp0i2.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.

Thanks,

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, March 3, 2025 10:30 AM
To: Lieutenant Schmidt <LTSchmidt@trurotp.org>
Subject: 6675 Woodsedge Drive - Variance

Lt. Schmidt,

I am sending you 6675 Woodsedge Drive Variance Application and related items that are scheduled
th

for the March 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 March 12th so that we can incorporate them in the staff report that goes out first thing on March 13th.

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

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: [Mark Riley](#)
To: [Phoenikx Buathier](#)
Subject: RE: 6675 Woodsedge Drive - Variance
Date: Monday, March 3, 2025 4:46:41 PM

Phoenikx,

Public Service has reviewed and has no comments.

Mark

From: Phoenikx Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, March 3, 2025 3:09 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Subject: 6675 Woodsedge Drive - Variance

Mark,

I am sending you 6675 Woodsedge Drive Variance Application and related items that are scheduled for the March 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 Public Service may have by March 12th so that we can incorporate them in the staff report that goes out first thing on March 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

March 11, 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 minimum drive aisle width standards. The applicant states that due to the physical attributes of the property, they are not able to meet the 22 foot drive aisle width for two way traffic. That the existing drive aisle, to access the rear of the site is 15 feet and 10 inches, which means the applicant is requesting a variance of 6 feet and 2 inches from the required 22 foot drive aisle. The applicant is also showing an 18 foot, two way drive aisle in the rear of the property, which will also need a variance from the minimum drive aisle width. 6 foot and 2 inch variance is granted for the drive aisle on the side of the property, then this necessary variance would also be covered.
- d. **Statement of Hardship:** The applicant stated that it is not physically possible for the site to have a 22 foot drive aisle, due to the limitations of the physical site.
- 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 the drive aisle 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 are physical attributes of the property, and that it is not possible to have a drive aisle width of 22 feet on the east side of the property. The applicant does not explicitly state that the drive aisle is located between the existing building and the parcel line for the site, however that is what the site plan shows.
 - i. Staff is of the opinion, that if the drive aisle width of 15 feet and 10 inches is the width between the existing building and the parcel line, then the strict application of the zoning code would deprive the applicant beneficial use of their land.
 - 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 requiring the 22 foot drive aisle would deprive the applicant the beneficial use of the land.
 - 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. Since the drive aisle is limited between the exiting building and the parcel line, it is a hardship created by the strict application of the zoning code. The applicant does not have another location on the parcel to put a drive aisle, to access the rear of the site.

- 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. Staff is of the opinion, that the applicant is requesting the minimum variance that is necessary for the reasonable use of land. That a variance to the 15 foot and 10 inch wide drive aisle, from the required 22 foot wide drive aisle is the minimum requested variance for the site.
- 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. Both the Fire Department and Public Service do not have concerns with regards to this 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. The applicant states granting the variance will not confer the property owner special privileges.
 - i. Staff is of the opinion that there are similar sites within this area, where there is limited drive aisle width. Granting this variance would confer this property owner special privileges, unduly denied to other properties in this area. Staff is of the opinion, that the applicant has not clearly stated how this factor has been met.
- 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. However granting this variance, could set a precedent for other surrounding properties in this area that are similar.
- 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. The applicant is requesting a variance to the required 22 foot drive aisle width along the eastern side of the site, to allow a 15 foot and 10 inch wide two way drive aisle. Staff is of the opinion that the requested variance is the minimum variance requested by the applicant, and the drive aisle width is not one that is self-created or for convenience. Staff however believes that the applicant has not clearly answered factors seven and eight when considering the variances hardship. Staff is of the opinion that granting this variance would give the property owner special privileges, since neighboring properties in this area have similar issues, and that the applicant has not clearly addressed how they are unique and that it would not give them special privileges. In addition, staff believes that granting this variance would set a precedent for surrounding properties in the area, if the variance was granted. Based on these reasons, staff recommends denial of the requested variance.

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#: _____

Date Submitted: _____

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

Fee Amount: _____

PLANNING AND ZONING BOARD ~~AMENDED~~ VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

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

I. PROPERTY OWNER OF RECORD

Property Owner Name(s): Salaheddine Noura, an affiliate of prior Owner.	
Contact Email: souss2015@gmail.com	Contact Phone Number: 614-218-1448

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

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 ☒ XX Attorney ☐ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: **XX**

- ☒ 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 Amended Statement in Support. _____

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: 2/27/2025
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: _____

AMENDED

STATEMENT IN SUPPORT OF VARIANCE APPLICATION

6008-6014 East Livingston Avenue

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

After discussions with Staff and the Planning Commission, Applicant respectfully submits this Amended Statement in Support of Variance Application. The Amended Application acknowledges that Applicant will comply with the current Code's parking requirement and add an additional seven (7) parking spaces on the Property. A site plan setting forth these additional spaces is attached hereto. This change, however, necessitates the need for a variance of the drive aisle width from twenty-two (22) feet to fifteen (15) feet, ten (10) inches.

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 24 parking spaces. Although Applicant and the Property Owner believe that the new use will utilize fewer parking spaces than the prior liquor permit premises, they understand it is better to have more, rather than less, parking spaces. Applicant also recently learned that vehicles parked behind the building when the Property had a liquor permit premises.

Given the physical attributes of the Property, however, it is not possible to have a drive aisle width of twenty-two (22) feet. Therefore, Applicant requests that a variance be granted reducing this distance by four (4) feet, two (2) inches.

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 a twenty-two (22) foot drive aisle would deprive beneficial use of the land.
5. Strict compliance with the drive aisle requirements would result in a hardship that was not self-created.
6. The requested variance is necessary for the continued reasonable use of the Property and will be beneficial when considering future new uses at the Property.

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.

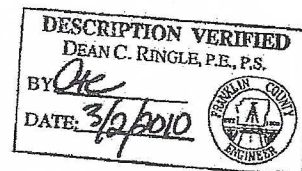
Exhibit "A"
Legal Description

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
AUG
(060)
1840
+
1841



About Art Studio, LLC

www.aboudla.com

About Dia
About Art Studio, LLC
2037 Lake Club Terrace
Columbus OH 43232
614-593-9604
me@aboutdia.com

No.	Description	Date
1	Building gas wood fence	
2	Building Extra 10'W	
3	Building 10'W	
4	Excavate Outside	
5	Excavating Building	
6	New Parking Lot Proposal	

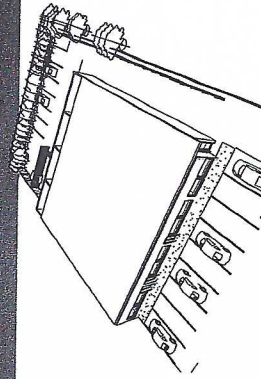
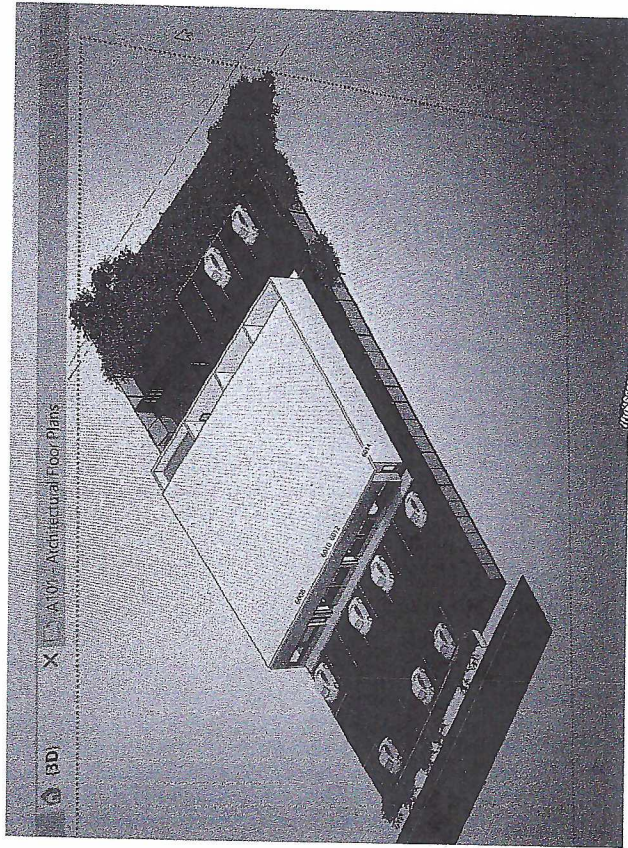
New Parking Proposal

Architectural Floor Plans

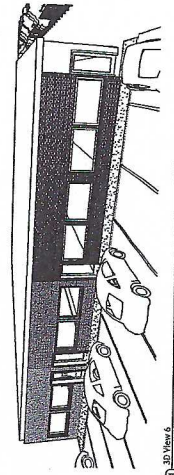
Project Number	000003098
Date	02/27/2025
Drawn by	About Dia
Checked By	

A101

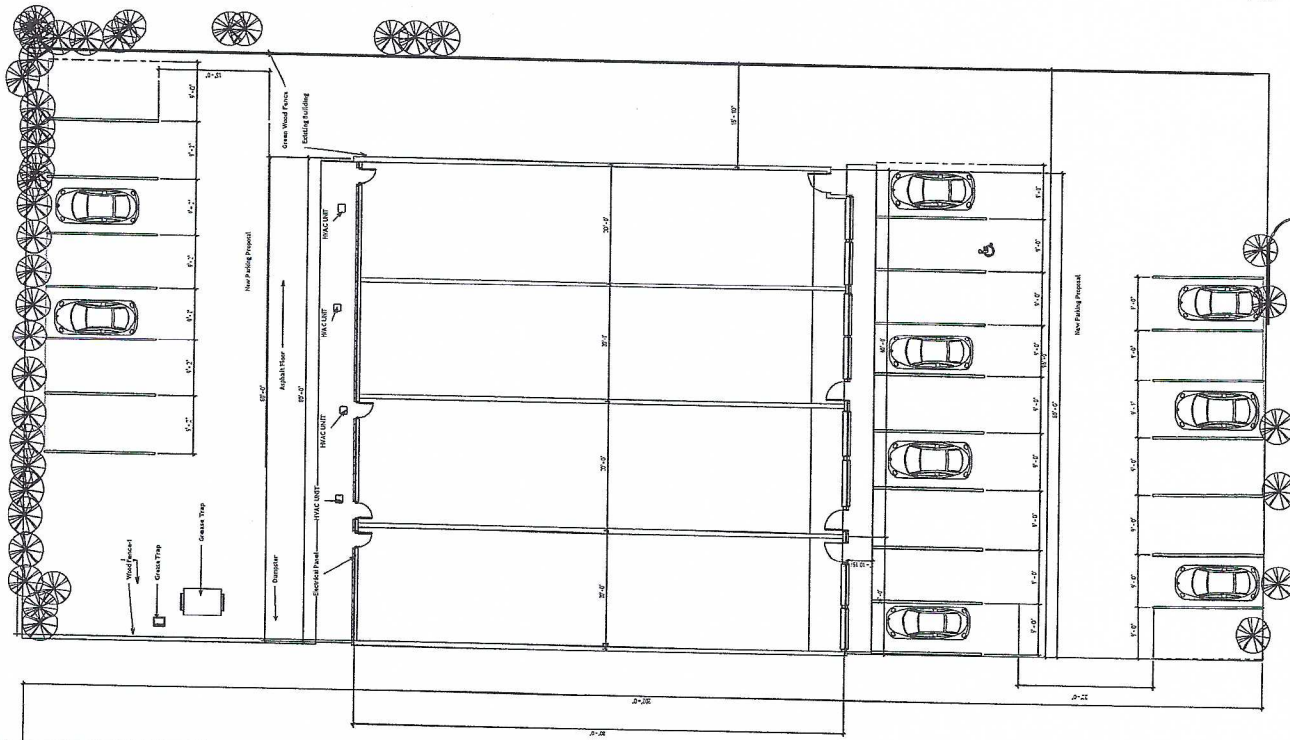
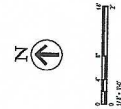
Scale $1/8" = 1'-0"$



3D View 4



④ 3D View 6



Backyard Fence Drawing
1/8" = 1'-0"

noadsburg

GIS Viewer

6014

Show search results for 6014

X

Q

Measure

Feet (US)

1,143.8 Feet (US)

Clear

Measurement Result

Press CTRL to enable snapping

32° 39' 43" Degrees

200ft

Franklin County

SAVANNAH DR

LAKE CLUB DR

FOUNTAINVIEW CT

ELVINGSTON AVE

BRICE RD

CHANNINGWAY CENTER DR

RADEKIN RD

IDLEWILD DR

App State

Click to restore the map extent
visibility where you left off.

From: [John Gleason](#)
To: [Phoenix Buathier](#)
Subject: RE: Call
Date: Thursday, February 27, 2025 6:43:26 PM
Attachments: [Amended Variance Application .pdf](#)

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

See attached. Thanks for your help.

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Thursday, February 27, 2025 4:31 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Re: Call

Yes. 10 of them. The woman at the desk would not time stamp them though. She said they don't do that. But I know they have before. 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, February 27, 2025 4:22:30 PM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Subject: RE: Call

John,

Does that mean you have turned in the physical copies today?

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, February 27, 2025 3:57 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Re: Call

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

Amended application was filed. I will email to you as well. 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 *****

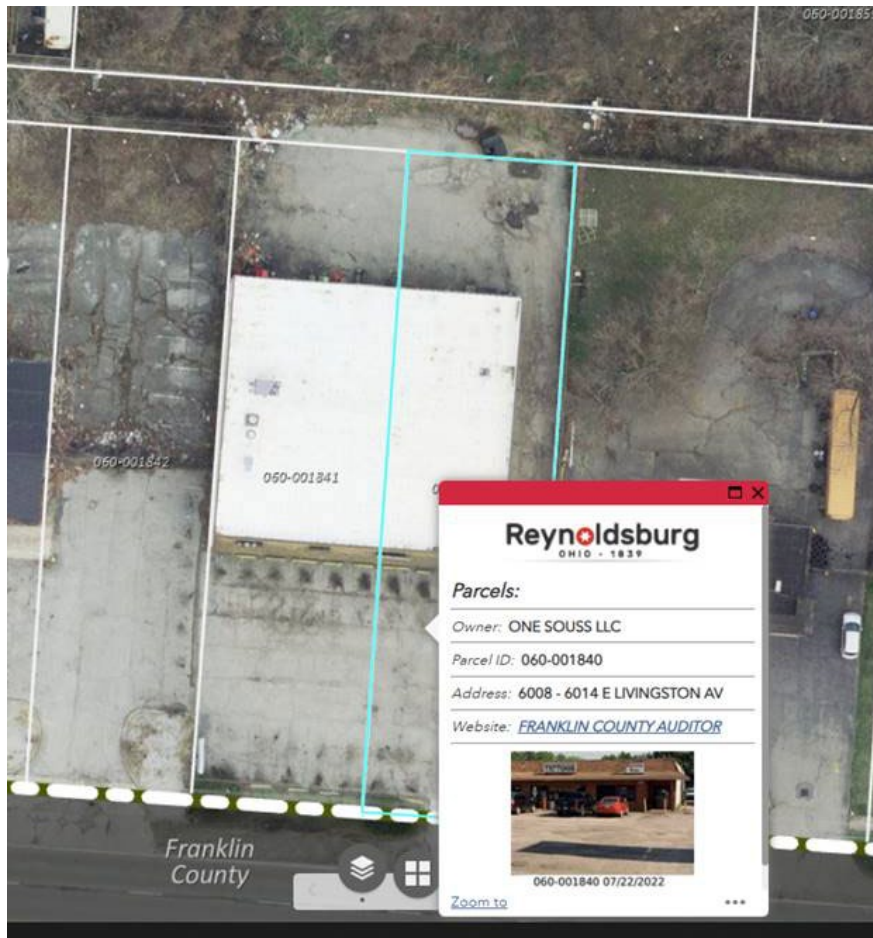
This message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read, print or forward it. Please reply to the sender that you have received the message in error, then delete it. Thank you.

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

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, February 27, 2025 1:29:35 PM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Subject: RE: Call

John,

I am not sure where all of the trees are coming from on the site plan, see the aerial image of the site.



This site plan has drive aisles in the rear at 18 feet, which is 4 feet less than what is required. A variance would be needed for the 22 foot drive aisle width in the rear now, along with the side of the building.

The site plan also only shows 23 parking spaces now, not 24 parking spaces which is what is required. 1 parking space was removed from the front of the development. The site is short 1 parking space, which would require a variance.

Finally there is still the handicap parking spaces depicted throughout the site, without the required loading area next to them. This would be an 8 foot wide parking space, with a 5 foot wide striped loading area on the passenger side of the parking space, which will reduce your required parking further.

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, February 27, 2025 12:54 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: Call

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

See attached, although I am having the date fixed. I will drop off the Amended Application today. Would you like me to e-mail it as well?

From: Phoenix Buathier <pbuathier@reynoldsborg.gov>

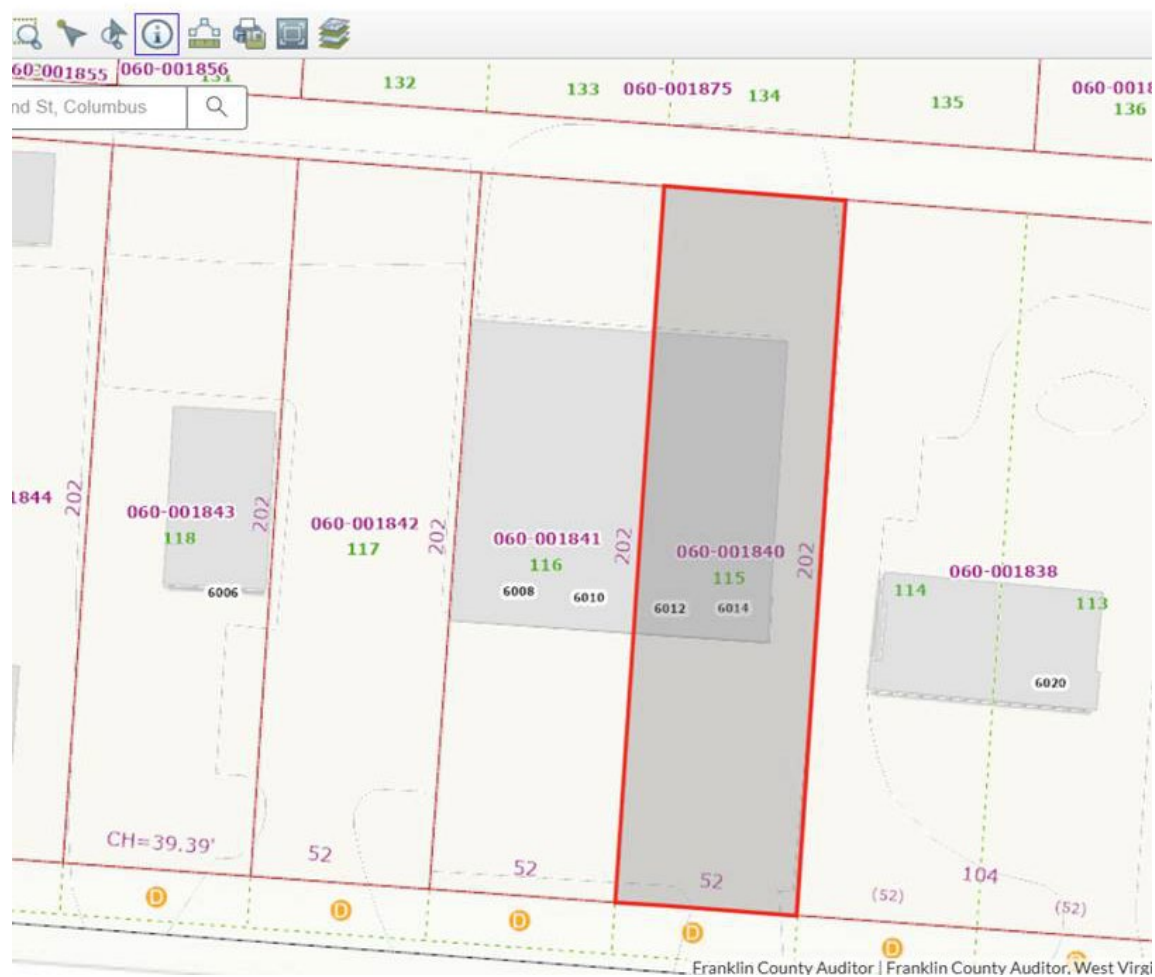
Sent: Wednesday, February 26, 2025 10:55 AM

To: John Gleason <gleason@gleasonlawoffice.com>

Subject: RE: Call

John,

This parcel is roughly 200 feet long. The site plan shows a site that is at most 180 feet long.



The building is 80 feet long per the auditors website. The site plan has it around 70 feet long

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

Sketch
Parcel ID: 060-001840-00
SALAHEDDINE NOURA
Map Routing: 060-N106-12500
6008-6014 E LIVINGSTON AV

Record Navigator
1 of 1

Actions
Neighborhood Sales
Proximity Search
Printable Version
Custom Report Builder

Reports
Proximity Report
Map Report
Parcel Summary
Parcel Detail
Go

Options

Type	Line #	Item	Area
Commercial	1	A0 - 034 RETAIL STORE	7,072
Commercial Feature	1	A1 - CP4 CANOPY-AVERAGE	404
Outbuilding	1	PAVING ASP - PA1 PAVING ASPHALT	12,600
Outbuilding	2	TBV - TBV TOTAL BLDG VALUE	324,200

There are now trees shown in parking spaces, which cannot happen. This would not be considered a parking space now. The parking spaces in the back need to be dimensioned by width (9inches) and length (18Inches). If you are putting in handicap spaces, then the required handy cap stripped area next to the space needs to be shown, which would reduce your parking space numbers. The site plan needs to be to scale. The numbers shown need to reflect the actual site. The drive aisle on the side of the building has ranged from 9 feet to 16 feet. It needs to be to scale. This plan does not work.

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, February 25, 2025 11:00 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: Call

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

See attached. Let me know if acceptable and I will have finalized. Thanks.

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Tuesday, February 25, 2025 8:38 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Fw: Call

FYI. Thanks. I will send an updated drawing in a bit for your review.

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: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Tuesday, February 25, 2025 8:35 AM
To: cshook@reynoldsburg.gov <cshook@reynoldsburg.gov>
Subject: Call

Chris, sorry not to call again yesterday. As indicated in my voicemail, I had a brief to get out yesterday (filed at 10:44 last night). Can you go a call this afternoon? 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: [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

***** 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: 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



***** 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 *****

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: 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 *****

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: 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: 6008-6014 E. Livingston Ave - Conditional Use and Variance
Date: Monday, March 3, 2025 11:23:30 AM
Attachments: [Outlook-xorr0xgl.png](#)

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

Phoenix,

Good morning.

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

Thanks,

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, March 3, 2025 10:30 AM
To: Lieutenant Schmidt <LTSchmidt@trurotwp.org>
Subject: 6008-6014 E. Livingston Ave - Conditional Use and Variance

Lt. Schmidt,

I am sending you 6008-6014 E. Livingston Avenue's Conditional Use and Variance Applications and related items that are scheduled for the March 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 March 12th so that we can incorporate them in the staff report that goes out first thing on March 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

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

From: [Mark Riley](#)
To: [Phoenikx Buathier](#)
Subject: RE: 6008-6014 E. Livingston Ave - Conditional Use and Variance
Date: Monday, March 3, 2025 4:08:36 PM

Phoenikx,

Public Service has reviewed and has no comments.

Mark

From: Phoenikx Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, March 3, 2025 3:08 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Subject: 6008-6014 E. Livingston Ave - Conditional Use and Variance

Mark,

I am sending you 6008-6014 E. Livingston Avenue's Conditional Use and Variance Applications and related items that are scheduled for the March 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 Public Service may have by March 12th so that we can incorporate them in the staff report that goes out first thing on March 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

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

March 12, 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. The site plan provided shows 23 parking spaces, which is one parking space short of the required number of parking.
 - a. Staff finds that the subject site, is within 1200 feet of a bus stop, which does permit up to a 10% reduction, which would then require 22 parking spaces. The applicant will need to revise their site plan, stating this information, that way it is documented.
 2. The applicant also shows handicap parking on the site plan, but does not show the required ADA requirements of 12 feet wide. The applicant will likely be able to achieve the ADA requirement by reducing the number of parking lots by 1, which would give a total of 22 parking spaces on the site plan. With the bus stop reduction, the required number of parking spaces can still be met.
 - i. The applicant will need to revise their site plan, showing the required number of parking spaces and the required ADA parking dimensions of Section 1105.01.G.v
 3. The site plan shows parking spaces located in the rear of the property. The drive aisle back to the parking spaces is 15 feet and 10 inches wide. The drive aisle for the parking spaces in the back 18 feet. The required drive aisle for two way traffic per Section 1105.01.vi for 90 degree parking is 22 feet. The applicant is required 22 feet in both instances. The applicant is requesting a variance for 6 feet and 2 inches.
 - i. The variance will have to be approved by the Planning and Zoning Board, to meet conditional use standard vii.
- 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 meet 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. Staff recommends approval of the conditional use application with the following conditions:
 - i. That the drive aisle variance be approved by the Planning and Zoning Board, prior to the Conditional Use application being approved.
 - ii. The applicant submit a revised site plan, showing the required parking numbers, the reduced parking due to the 10 percent reduction (Section 1105.01.F.vi), along with showing the required ADA parking standards being met (Section 1105.01.G.v).
 - iii. That the applicant identify which interior layout, of the two layouts proposed, in writing, will be used for the Conditional Use application.
 - iv. That fresh produce be defined as fruits and vegetables only, and that the applicant adhere to this definition.
 - v. The applicant revise their drawings and any other materials, to show a final set of plans that meet the approved conditional use conditions.

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
--	---------------------------------

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.

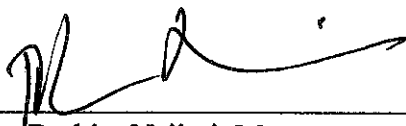
5. The proposed use will not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district.
6. The proposed use will be in accord with the general and specific objectives, and the purpose and intent of the Reynoldsburg Zoning 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

Parcel ID: 060-001840-00

Land Profile

ONE SOUSS LLC

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

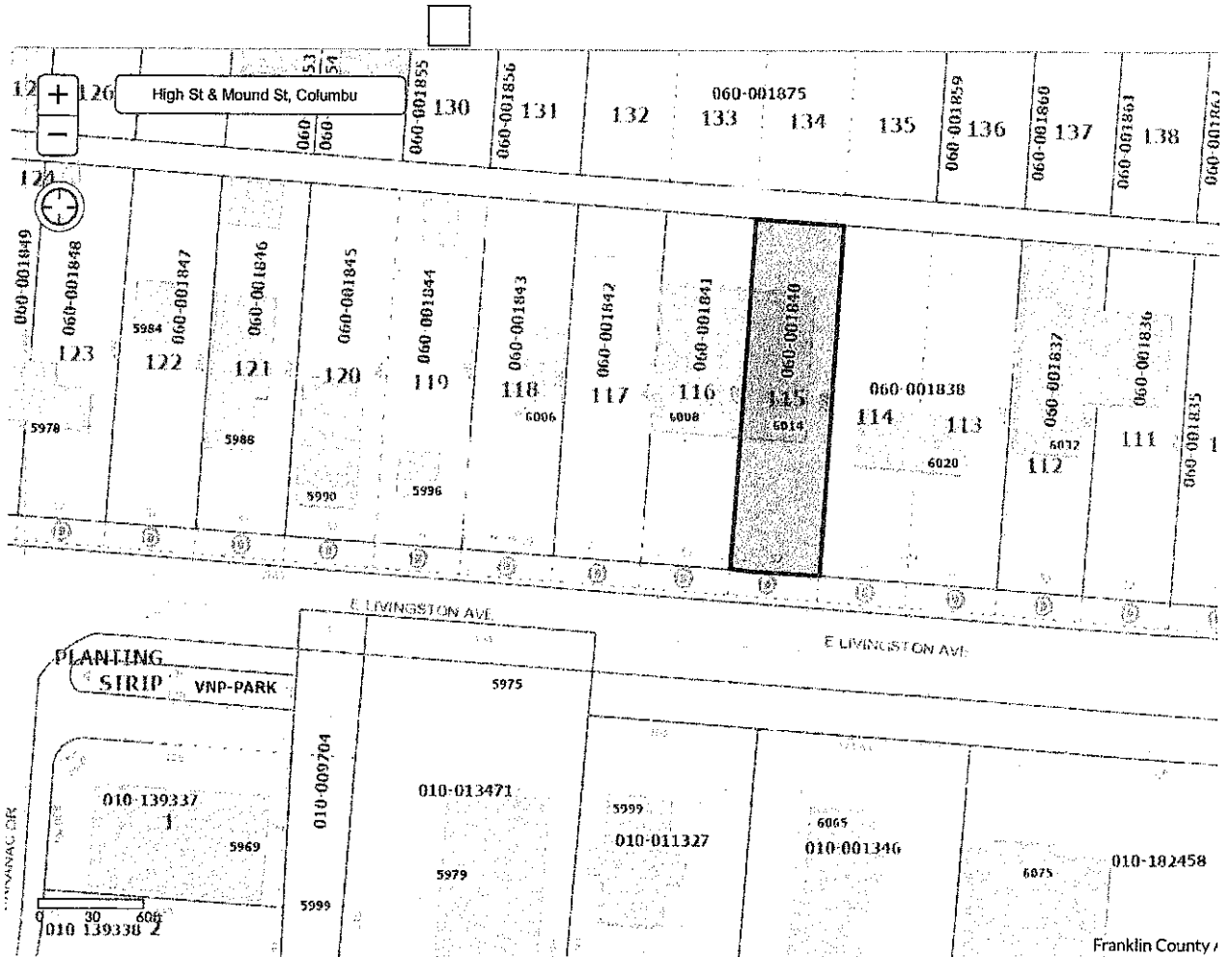
Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links



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

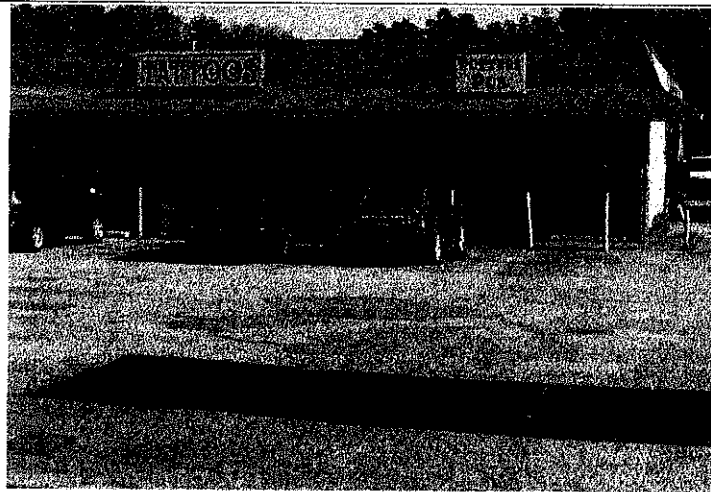
Tax Calculators

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.

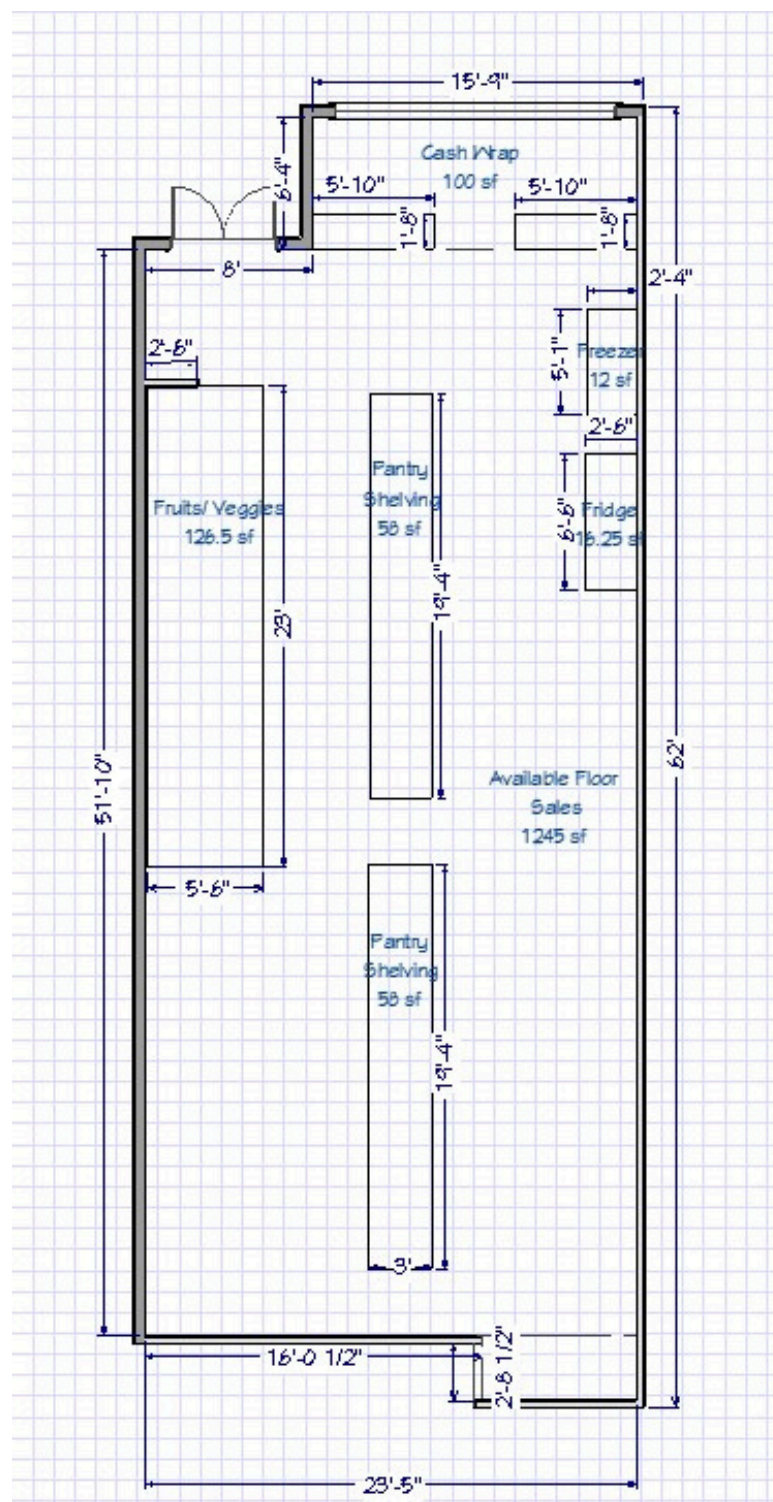
Powered by lesWorld Public Access™. All rights reserved.



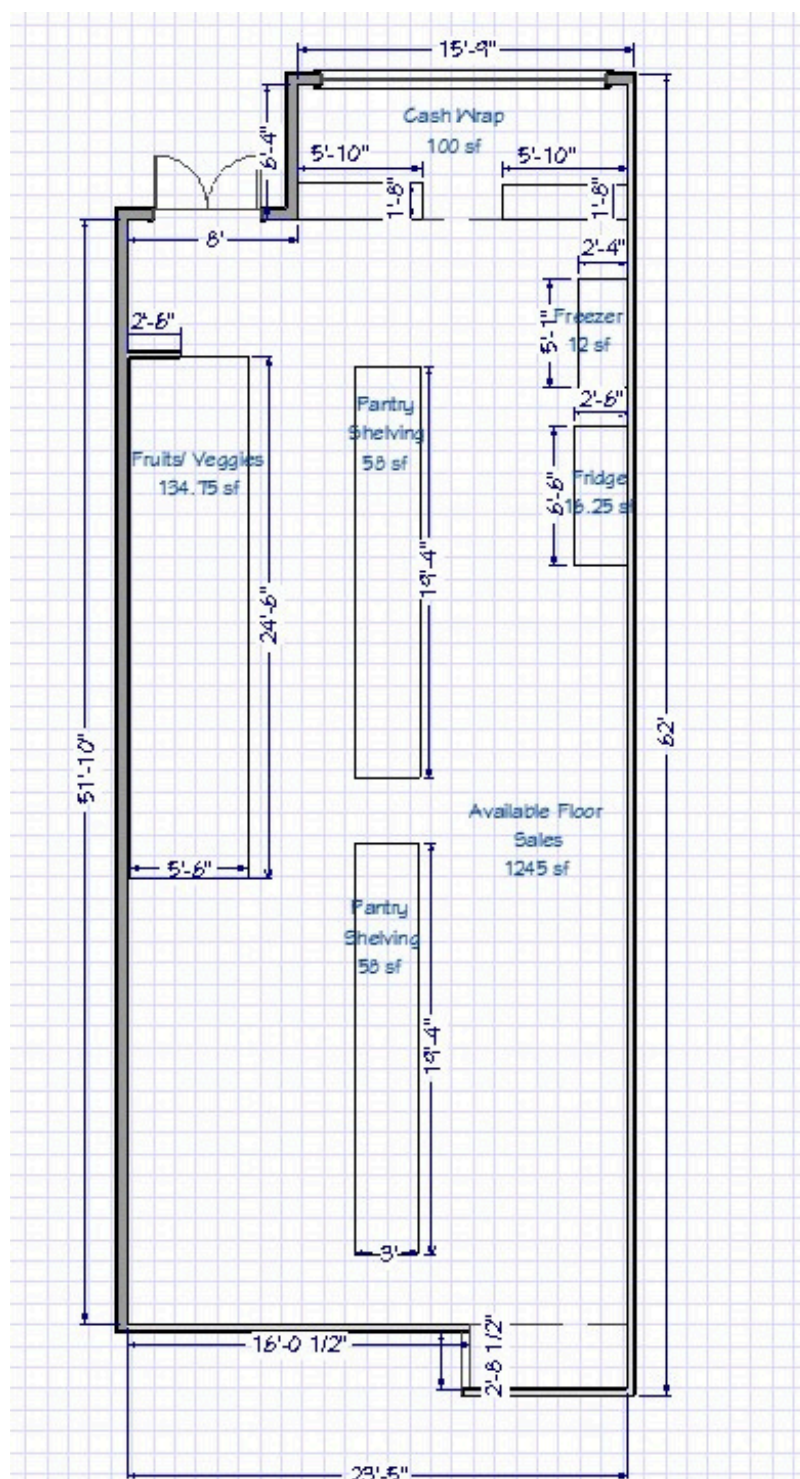
1604 EAST LIVINGSTON AVE
RENOLDSBURG, OH

DRAWN BY: TAWNI STORER

LAYOUT 1



LAYOUT 2



About Art Studio, LLC

www.aboudla.com

About Dia
About Art Studio, LLC
2037 Lake Club Terrace
Columbus OH 43232
614-593-9604
me@aboutdia.com

No.	Description	Date
1	Building game wood fence	
2	Building Extra 1700	
3	Building Extra 1700	
4	Electric Utilities	
5	Building building	
6	How Pricing Lot Proposal	

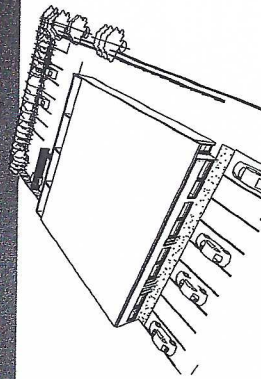
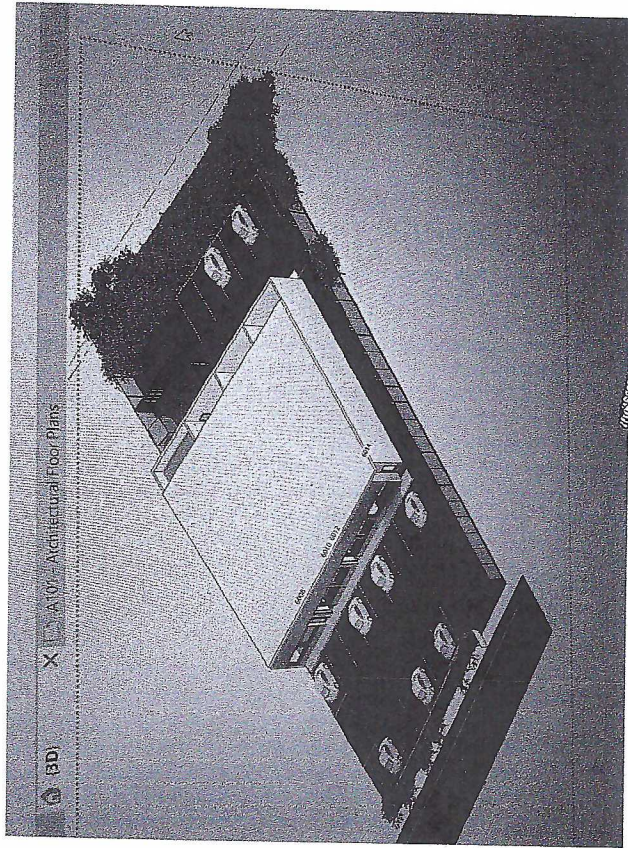
New Parking Proposal

Architectural Floor Plans

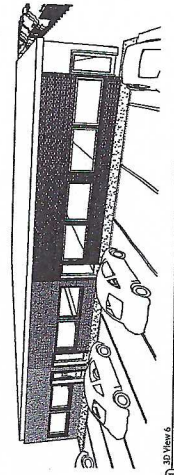
Project Number	000003098
Date	02/27/2025
Drawn By	Abou Dia
Checked By	

A101

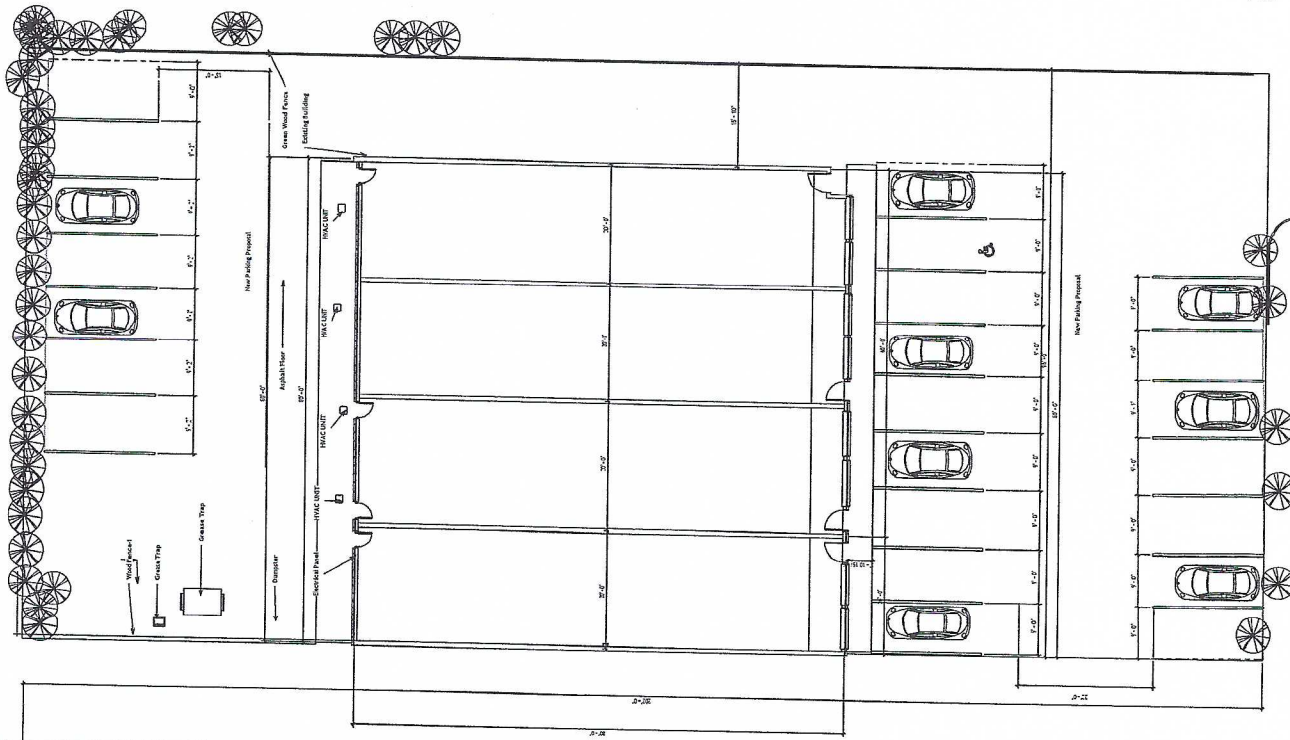
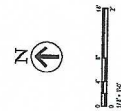
Scale $1/8" = 1'-0"$



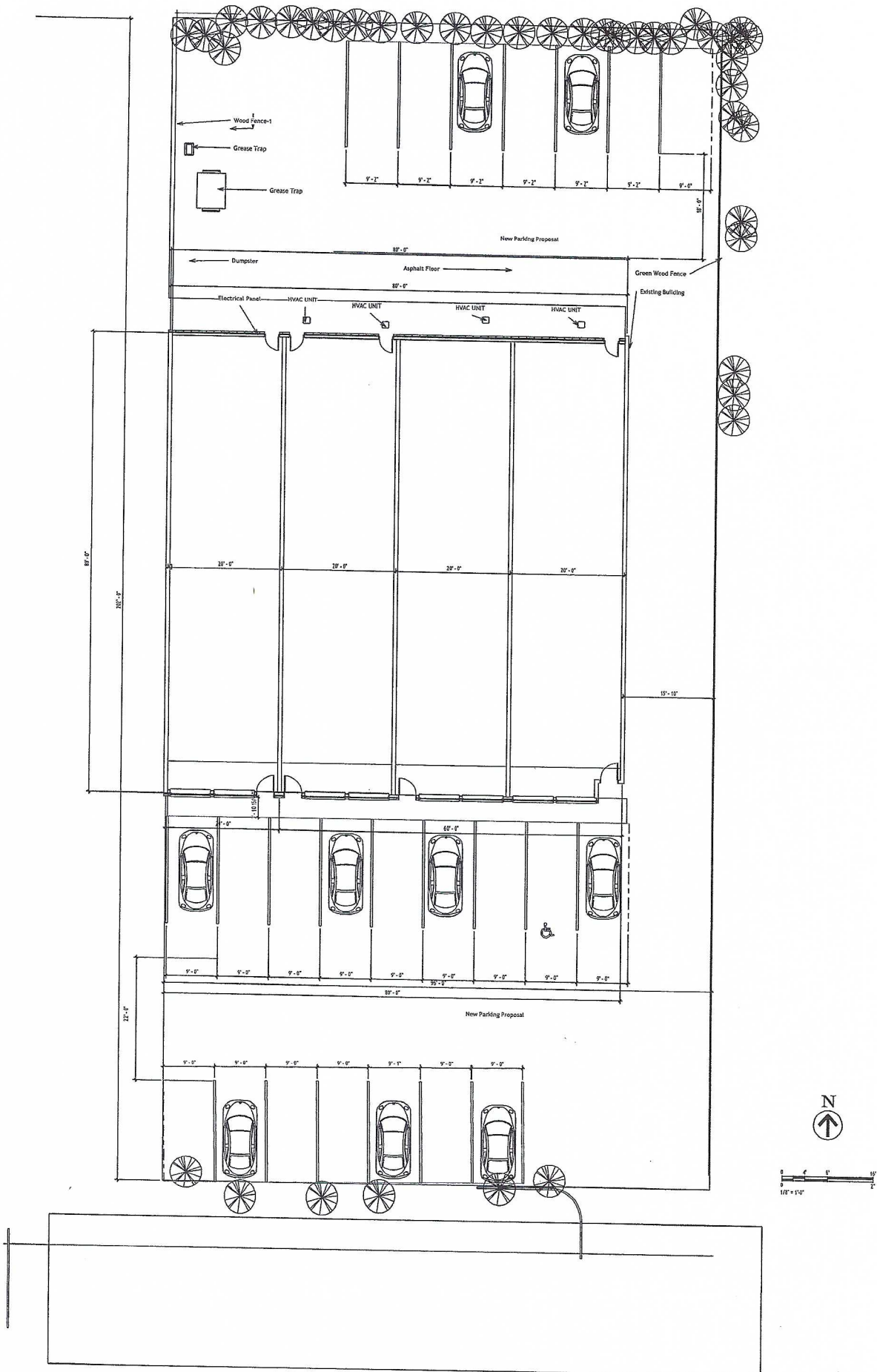
3D View 4



④ 3D View 6



① Backyard Fence Drawing
1/8" = 1'-0"





Find

6014

Show search results for 6014

Measure

Feet (US)

1,143.8 Feet (US)

Clear

Franklin County

BRICE RD

ELVINGSTON AVE

RADEKIN RD

IDLEWILD DR

FOUNTAINVIEW CT

SARANAC DR

CHANNINGWAY CENTER DR

200ft

32° 39' 43" Degrees

App State

Click to restore the map extent
visibility where you left off.

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: 6008-6014 E. Livingston Ave - Conditional Use and Variance
Date: Monday, March 3, 2025 11:23:30 AM
Attachments: [Outlook-xorr0xgl.png](#)

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

Phoenix,

Good morning.

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

Thanks,

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, March 3, 2025 10:30 AM
To: Lieutenant Schmidt <LTSchmidt@trurotwp.org>
Subject: 6008-6014 E. Livingston Ave - Conditional Use and Variance

Lt. Schmidt,

I am sending you 6008-6014 E. Livingston Avenue's Conditional Use and Variance Applications and related items that are scheduled for the March 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 March 12th so that we can incorporate them in the staff report that goes out first thing on March 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

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

From: [Mark Riley](#)
To: [Phoenikx Buathier](#)
Subject: RE: 6008-6014 E. Livingston Ave - Conditional Use and Variance
Date: Monday, March 3, 2025 4:08:36 PM

Phoenikx,

Public Service has reviewed and has no comments.

Mark

From: Phoenikx Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, March 3, 2025 3:08 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Subject: 6008-6014 E. Livingston Ave - Conditional Use and Variance

Mark,

I am sending you 6008-6014 E. Livingston Avenue's Conditional Use and Variance Applications and related items that are scheduled for the March 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 Public Service may have by March 12th so that we can incorporate them in the staff report that goes out first thing on March 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

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



GLEASON LAW OFFICE LLC

4200 Regent Street, Suite 200
Columbus, Ohio 43219
(614) 944-5180

John A. Gleason
(614) 296-1281
jgleason@gleasonlawofficellc.com

VIA HAND DELIVERY

March 6, 2025

Clerk of Council
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

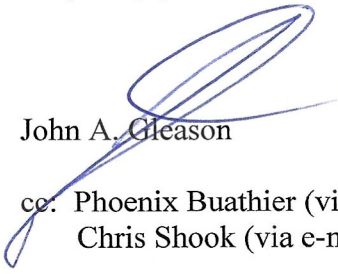
Re: *Request for Hearing with respect to Zoning Code Violation/Cease and Desist*
Property Address: 6008-6014 E. Livingston Avenue

Dear Clerk:

The undersigned represents Noura Salaheddine and Caribbean Grocery Store LLC and is in receipt of a Notice of Zoning Code Violation dated February 20, 2024 (the "Notice") with respect to the above-referenced Property. Please accept this letter as an appeal of the Notice and a Request for Hearing as provided therein.

Please let me know if you need anything further at this time.

Very truly yours,


John A. Gleason

cc: Phoenix Buathier (via e-mail)
Chris Shook (via e-mail)

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

NOTICE OF ZONING CODE VIOLATION

February 20, 2025

Salaheddine Noura
6014 E. Livingston
Reynoldsburg, Ohio 43068

RE: ZONING CODE VIOLATION/CEASE AND DESIST

Dear Property Owner:

The City of Reynoldsburg has determined, based upon evidence so presented, that you are operating a [business in the City without a zoning certificate](#). The business appears to be a commercial Retail – Small Format business in an Innovation (I) District in violation of the Zoning Code of the City of Reynoldsburg. Retail – Small Format is not a permitted or conditional use in the Innovation District.

The City is requesting that such operations cease immediately. If such violation continues, you will be cited under Section 1109.27 of the Codified Ordinances of the City of Reynoldsburg for an unclassified misdemeanor, which is punishable up to \$1,000.00/day for each day such violation occurs. On any second or subsequent offense, you could be subject to a criminal penalty of up to sixty (60) days in jail.

If you believe this Notice is in error and that you are not in violation of the Zoning Code of the City of Reynoldsburg, you have the right to appeal this Notice within fourteen (14) days by filing a written request for a hearing with the Clerk of Council. Pursuant to Section 1109.27, the Planning and Zoning Board shall hear any appeals from this Notice.

Sincerely,



Phoenix Buathier
Planning and Zoning Administrator
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Phone: 614-322-6829

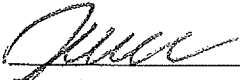


John Graham
Code Enforcement
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Phone: 614-322-681

PROOF OF SERVICE – NOTICE OF VIOLATION

The undersigned hereby states that on the 5th day of August, 2024, I served a Notice(s) of Violation(s) under Chapter 11 and/or Title 1711 of the Reynoldsburg Codified Ordinances upon the below-named owner, operator, and/or property manager of the premises located at:

6014 E Livingston Ave


Signature

Jace Addis
Printed Name

Code Compliance Officer
Title

ACKNOWLEDGEMENT OF SERVICE

The undersigned property owner, operator, and/or property manager hereby acknowledges receipt of service as set forth above

Owner Signature

Refused to Sign



video

CITY OF REYNOLDSBURG

BUILDING DIVISION

**7232 East Main Street, Reynoldsburg, Ohio 43068
(614) 322-6802**

Property Maintenance

Code Violation Notice

Owner/Resident/Business/Manager _____
(Optional)

Your property at 6014 E Livingston Ave

VACANT PROPERTY – City will cut if not cut today

Was inspected on 8/5/2024 and found to be in violation of Reynoldsburg City Code

Section(s) 102.3 APPLICATION OF OTHER CODES

To Wit: _____ Section 302.4 – Plant growth in excess of 6 inches on property
_____ Section 975.08 – Trash cans and/or recycle bins stored improperly.

Other Violation(s) Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

You are hereby notified that you have 7 days to correct the violation by:

_____ Cutting and trimming grass and maintaining at 6 inches or lower
_____ Storing trash cans at the side or rear of the house or shielded from public view

Other Corrective Action(s) Please stop b the Reynoldsburg Building Department to apply for a Certificate of Occupancy.

NOTICE: Failure to comply or a subsequent offense may result in a citation being issued and/or re-inspection fees being levied. Any actions taken by the City of Reynoldsburg to correct the aforementioned violation(s) may be charged against the real estate and if not reimbursed may be a lien upon such real estate. Residents may appeal this violation by writing the City of Reynoldsburg Building Department on or before the expiration of the violation notice.

Thank you for your immediate attention and cooperation

Code Compliance Official

Office Use Only: Initialed: JA File # _____ Entered: 8/5/2024 Photos Taken: ☒ Y ☐ N

Re-Inspection Date 8/12/2024 Additional Inspections: _____

Citation Date: _____ Citation No.: _____ Date of Compliance: _____

Receipt

This is not a bill. Please do not remit payment.

CARIBBEAN GROCERY STORE LLC
1951 OLDE COVENTRY RD EAST
COLUMBUS, OH 43232

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose

5204009

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CARIBBEAN GROCERY STORE LLC

and, that said business records show the filing and recording of:

Document(s)

OHIO LLC - ARTICLES OF ORGANIZATION

Effective Date: 03/22/2024

Document No(s):

202408501598



Witness my hand and the seal of the
Secretary of State at Columbus, Ohio

Receipt

This is not a bill. Please do not remit payment.

CARIBBEAN GROCERY STORE LLC
1951 OLDE COVENTRY RD EAST
COLUMBUS, OH 43232

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose

5204009

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CARIBBEAN GROCERY STORE LLC

and, that said business records show the filing and recording of:

Document(s)

OHIO LLC - ARTICLES OF ORGANIZATION

Effective Date: 03/22/2024

Document No(s):

202408501598



Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
25th day of March 2024

From: [Phoenix Buathier](#)
To: ["John Gleason"](#); [Chris Shook](#)
Cc: [Matthew Gleason](#); [Mollie Prasher](#); [Eric Meyer](#)
Subject: RE: 6008-6014 East Livingston
Date: Friday, March 7, 2025 8:37:06 AM

John,

We have received your appeal, and you will be going before the Planning and Zoning Board at the March 20, 2025 meeting for the appeal.

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, March 6, 2025 1:36 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Chris Shook <cshook@reynoldsburg.gov>
Cc: Matthew Gleason <mgleason@gleasonlawofficellc.com>
Subject: 6008-6014 East Livingston

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

Phoenix/Chris, I hope all is well. Please see the attached. I understand the clerk is not in today, but I left it with the information desk and they said they would give it to her.

Let me know a time in the next few days when we can discuss. I am happy to come to your office.

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: [Ali Gazerani](#)
To: [Phoenix Buathier](#); [John Graham](#)
Cc: [Nik Obednikovski](#); [Chris Shook](#); [William Dorman](#); [Jeff Taborn](#); [Eric Meyer](#)
Subject: RE: 6014 E. Livingston Avenue
Date: Friday, March 7, 2025 12:56:13 PM

Phoenix,

On February 12th 2025 myself and Nik Obednikovski, our Zoning Assistant, checked on 6014 E Livingston Ave and observed that the store was open for business. We did not go inside, however, the lights were on and there was an "Open" sign hanging from the window. I proceeded to pull on the doors to make sure and the front doors were open. Nik also documented what we saw through photographs.

Thanks,

Ali Gazerani

Code Compliance Officer

City Of Reynoldsburg

7232 East Main St. | Reynoldsburg, OH 43068

E: agazerani@Reynoldsburg.gov

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Friday, March 7, 2025 10:03 AM
To: John Graham <jgraham@reynoldsburg.gov>; Ali Gazerani <agazerani@reynoldsburg.gov>
Cc: Nik Obednikovski <nobednikovski@reynoldsburg.gov>; Chris Shook <cshook@reynoldsburg.gov>; William Dorman <wdorman@reynoldsburg.gov>; Jeff Taborn <jtaborn@reynoldsburg.gov>; Eric Meyer <emeyer@reynoldsburg.gov>
Subject: RE: 6014 E. Livingston Avenue

John,

Thank you for the info. I am looking for information regarding the February 20th Cease and Desist citation. This is what is being appealed. I think Ali is the person I am looking for the information from.

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 Graham <jgraham@reynoldsburg.gov>
Sent: Friday, March 7, 2025 9:29 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Ali Gazerani <agazerani@reynoldsburg.gov>
Cc: Nik Obednikovski <nobednikovski@reynoldsburg.gov>; Chris Shook <cshook@reynoldsburg.gov>; William Dorman <wdorman@reynoldsburg.gov>; Jeff Taborn <jtaborn@reynoldsburg.gov>; Eric Meyer <emeyer@reynoldsburg.gov>
Subject: RE: 6014 E. Livingston Avenue

Per our records this case was handled by a former Code Officer (Jace Addis), Records state – Business (Caribbean Grocery Store LLC.).

Verbal warning issued 8/5/24, notified business owner that he was required to apply for a Zoning Certificate for his business to operate. A copy of the application was provided, and he was informed to submit at city hall.

I have attached all available documents to this case, There is a video of the warning being served as well on the **code_drive** in **old OFCS files** under **ADDIS**.

John Graham
Code Compliance Officer

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-981-3467 **E** jgraham@reynoldsburg.gov

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Friday, March 7, 2025 8:46 AM
To: Ali Gazerani <agazerani@reynoldsburg.gov>; John Graham <jgraham@reynoldsburg.gov>
Cc: Nik Obednikovski <nobednikovski@reynoldsburg.gov>; Chris Shook <cshook@reynoldsburg.gov>; William Dorman <wdorman@reynoldsburg.gov>; Jeff Taborn <jtaborn@reynoldsburg.gov>; Eric Meyer <emeyer@reynoldsburg.gov>
Subject: 6014 E. Livingston Avenue

To the Code Enforcement Officer who cited them,

I spoke with Chris regarding the citation. The applicant has since appealed the citation for not having a zoning certificate. The applicant is going before the Planning and Zoning Board at the March 20th meeting, which means I will need the following materials by the 12th of March for the boards packet:

1. Copy of the citation

2. Pictures of the site, with the citation posted
3. Pictures of the site, showing that the business was operating
4. A statement from the code enforcement officer who cited them, about what they saw going on at that address to warrant the citation. (I think this is what Chris is asking for)

Please send all of these documents in a single email.

Thank you,

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

2/12/25



2/12/25

6014



2/12/25

6014

OPEN

ria
Money Transfer

Send money to
Haiti

UNI
TRANSFER

ria
Money Transfer

ria
Pay Bills Here

ria
Money Transfer

2/12/25



6014

OPEN



2/20/25

NOTICE OF ZONING CODE VIOLATION

February 20, 2025

Salaheddine Noura
6014 E. Livingston
Reynoldsburg, Ohio 43068

RE: ZONING CODE VIOLATION/CEASE AND DESIST

Dear Property Owner:

The City of Reynoldsburg has determined, based upon evidence so presented, that you are operating a business in the City without a zoning certificate. The business appears to be a commercial Retail – Small Format business in an Innovation (I) District in violation of the Zoning Code of the City of Reynoldsburg. Retail – Small Format is not a permitted or conditional use in the Innovation District.

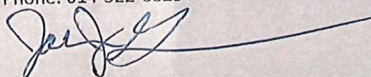
The City is requesting that such operations cease immediately. If such violation continues, you will be cited under Section 1109.27 of the Codified Ordinances of the City of Reynoldsburg for an unclassified misdemeanor, which is punishable up to \$1,000.00/day for each day such violation occurs. On any second or subsequent offense, you could be subject to a criminal penalty of up to sixty (60) days in jail.

If you believe this Notice is in error and that you are not in violation of the Zoning Code of the City of Reynoldsburg, you have the right to appeal this Notice within fourteen (14) days by filing a written request for a hearing with the Clerk of Council. Pursuant to Section 1109.27, the Planning and Zoning Board shall hear any appeals from this Notice.

Sincerely,



Phoenix Buathier
Planning and Zoning Administrator
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Phone: 614-322-6829



John Graham
Code Enforcement
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Phone: 614-322-681

2/20/25



2/21/25



6014



2/21/25



6014



2/21/25



2/21/25

6014



2/21/25

6014

Send money to
Haiti **UNI**
TRANSFER



ria
Money Transfer



ria
Money Transfer