

**City of Grove City
BOARD OF ZONING APPEALS
MEETING MINUTES
FOR: March 23, 2009**

Regular Meeting

Board Chairman Jeff LeVally called the Board of Zoning Appeals regular meeting to order at 7:00 p.m. at the Grove City Municipal Building, 4035 Broadway. Present were: Board Members Jeff LeVally, John Brant and Harold “Butch” Little; Planning and Zoning Coordinator Christy Zempter; Chief Building Official Michael Boso; and Asim Haque of Schottenstein, Zox & Dunn, representing the City. Also present was Nathan Wendling of Jonathan Barnes Architecture and Design.

Motion was made by Mr. Brant to approve the minutes of the January 26, 2009, regular meeting.

Seconded by Mr. Little. VOTE: Brant, YES; LeVally, YES; Little, YES. APPROVED.

1.) Election of new chair.

Mr. Brant nominated Mr. LeVally as chair. The nomination was seconded by Mr. Little. Mr. LeVally called for other nominations from the floor and none were made. Nominations were closed and a vote was called for.

VOTE: Mr. LeVally, YES; Mr. Little, YES; Mr. Brant, YES. **APPROVED.**

All who wished to address the board were sworn in at this time.

2.) Hear the appeal of Christopher Love, Lot 9, Jen Arl Estates (Parcel 040-010163), for a variance to the Section 1136.06(b) of Grove City’s Codified Ordinances to eliminate the parking setback on the south side of the property and construct a parking lot that extends beyond the lot line into an adjacent easement parcel.

Nathan Wendling of Jonathan Barnes Architecture and Design addressed the board on behalf of Mr. Love. He told BZA members that a chiropractic office of approximately 3,000 square feet is planned on the lot, which is currently undeveloped. He went on to say that an easement agreement exists stating that development can extend from the lot in question to the parcel to the south as long as the flow of water on the neighboring property is not hindered or diverted. Because the width of the subject parcel limits development within the property lines, Mr. Wendling said, the proposed parking lot would extend into the neighboring parcel.

Mr. Little asked how drainage would be handled without obstructing the flow of water on the neighboring property. Mr. Wendling said a full set of civil drawings showing that the water would not be diverted was submitted with the development plan for the site. He had a copy of those drawings on hand and shared them with members of the board. Mr. LeVally asked how far the parking lot would encroach upon the neighboring property, and Mr. Wendling responded that it would extend approximately 15 feet into the property.

Mr. Haque asked Mr. Wendling to explain how the easement plays into the situation and what conversations had taken place between the property owner and the easement holder.

Mr. Wendling explained that the current owner of the property is Frederick Graff and that the purchase of the property by Mr. Love is contingent upon the approval of the development plan and related variance.

He said that the 100-foot width of the subject parcel severely limited the options for development of a commercial building, and that an easement agreement had been reached to allow development to extend onto the property to the south, which is owned by the condominium association that owns the residential property to the east of the subject property. Mr. Wendling explained that the proposed development upon the easement parcel would include paving, vegetation and a metal fence.

Mr. LeVally asked if a clean copy of the easement agreement was available, but one was not available. He went on to say that because of strikeouts in the document, its intent was unclear. Mr. Brant indicated that he also was confused by the document and that he believed the applicant's position would be strengthened if he could present a written document that more clearly addressed the intent between the two parties. Mr. LeVally added that he was confused about whom the easement was conveyed to.

Mr. Wendling indicated that his understanding of the easement agreement was that it allowed development to occur so long as the drainage on the property was not impeded. Mr. Little said that the agreement seemed to be general enough that it could be interpreted to allow such improvements, but that it is so general that it opens the door to almost anything as long as the flow of water is not disturbed. As a result, he said, the authenticity and the intention of the document are in question.

Mr. Brant asked if Ms. Zempter if a variance would be required if an agreement between the two property owners could be documented, and she responded that a variance eliminating the parking setback on the primary property still would be required for development to proceed.

Mr. Brant asked Mr. Wendling if he believed he would be able to obtain a letter within a month from a representative of the condominium association indicating that they agreed that the proposed improvements fall within the scope of the easement agreement, and Mr. Wendling responded that he believed he could. Mr. LeVally said that he would need to see a clean copy of the easement agreement to understand its meaning. He added that it would help the board in its determination to see something from the condominium association that agrees to the proposal.

Mr. Brant asked Mr. Haque if a motion to table the application would be in order, and Mr. Haque responded that such a motion would be appropriate.

Motion was made by Mr. LeVally to table until the board's next regular meeting the appeal of Christopher Love, Lot 9, Jen Arl Estates (Parcel 040-010163), for a variance to the Section 1136.06(b) of Grove City's Codified Ordinances to eliminate the parking setback on the south side of the property and construct a parking lot that extends beyond the lot line into an adjacent easement parcel.

Seconded by Mr. Brant. VOTE: Little, YES; Brant, YES; LeVally, YES. TABLED.

Mr. LeVally asked if there was any other new business, and none was indicated.

Adjournment.

Motion was made by Mr. LeVally and seconded by Mr. Little to adjourn the meeting at 7:25 p.m. VOTE: Brant, YES; LeVally, YES; Little, YES. **APPROVED.**

Jeff LeVally, Chairman

Christy Zempter, Secretary