

**City of Grove City  
BOARD OF ZONING APPEALS  
MEETING MINUTES  
FOR: Monday, August 27, 2012**

**Regular Meeting**

Board Member Harold “Butch” Little called the Board of Zoning Appeals regular meeting to order at 7:05 p.m. at the Grove City Municipal Building, 4035 Broadway. Present were: Board members Harold “Butch” Little, John Brant and Kelly Reisling; Planning and Zoning Coordinator Christy Zempter; and Asim Haque of Schottenstein, Zox & Dunn, representing the City. Also present were: Ryan Sribljan and Deno Duros, representing Comfort Dental, 2196 Stringtown Road; Adam Fischer, representing Thompson Thrift, 1896 Stringtown Road; Richard Robinson, representing NAPA, 2580 Columbus Street; and Larry Goldin, 542 S. Drexel Ave., Bexley.

*Motion* was made by Mr. Little to approve the minutes of the July 23, 2012, regular meeting.

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

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

Mr. Brant requested that the board deviate from the agenda to take action on a request from the applicant to keep the appeal for 2580 Columbus Street on the table. Mr. Little agreed to deviate from the agenda, then asked if Mr. Morris was present. Mr. Robinson, the contractor for the project, told the board that Mr. Morris was not present.

- 1.) **Hear the appeal of Robert Morris, representing NAPA, 2580 Columbus Street,** for the following variances:
  - a.) To the requirements of Table 1135.12-II of Grove City’s Codified Ordinances to encroach the required 30-foot front setback by up to 23 feet; and
  - b.) To the requirements of Table 1135.12-II of Grove City’s Codified Ordinances to reduce the required number of parking spaces from 34 to 20.

Mr. Little noted that the item had been tabled and made a motion to remove it from the table. The motion died for lack of a second.

Mr. Brant noted that the applicant requested of Ms. Zempter that the item remain tabled because the applicant is trying to negotiate a shared parking agreement with the owner of the Odd Lots shopping center across the street, and the contractor is working on a revised plan showing increased landscaping and muted colors on the side of the building facing the apartment complex. He said that he believed those items were adequate to warrant a continued tabling. Ms. Reisling noted that she would like to see what develops from the parking contract negotiations before ruling on the appeal.

Mr. Little argued that the board had requested Mr. Morris’ presence at this month’s meeting, as well as the submission of revised drawings for the meeting, but that the applicant had fulfilled neither request. Given that fact, Mr. Little stated that the case could linger, and the board had no guarantee that it would be any nearer resolution at the next meeting than it was at this one.

*Motion* was made by Mr. Brant to keep the appeal of Robert Morris, representing NAPA, 2580 Columbus Street, on the table.

**Seconded by Ms. Reisling. VOTE: Little, NO; Reisling, YES; Brant, YES. APPROVED.**

- 2.) **Hear the appeal of Ryan Srbljan, representing Comfort Dental, 2196 Stringtown Road,** for a variance to Section 1145.16(e)(1) of Grove City's Codified Ordinances to retain a ground-mounted sign that exceeds the 50-square-foot area limit by 46 square feet and the 8-foot height limit by 12 feet.

Mr. Srbljan explained that although the existing sign structure is not dilapidated or in disrepair, it would be restored and repainted prior to the installation of the new sign face. He added that the sign has been continually in use, as leasing information and other items have been advertised on the changeable copy portion of the sign, even though the site has not been leased for some time. He noted that the cost of removing and replacing the existing sign structure would be significantly higher than that of replacing the sign face.

Ms. Reisling asked how long the sign had been in place. Mr. Srbljan said it had been there for at least a decade.

Mr. Brant asked how much it would cost to remove and replace the existing sign. Mr. Srbljan estimated the cost at \$8,000 to \$10,000. He added that the cost of a face replacement, including the repainting and restoration of the existing structure, would be about \$2,500.

Mr. Srbljan noted that the changeable copy portion of the existing sign would be removed when the face was replaced.

Mr. Brant referenced a portion of the staff report that indicated that the size and height of the sign might not be justifiable given that a single tenant occupies the site. He went on to note that the Big K (Kmart) sign on Stringtown Road seems to be significantly larger than the subject sign, and it also advertises only one tenant. Ms. Zempter responded that the Big K sign was in existence prior to the adoption of the current sign regulations, and Kmart has continually occupied the site, so the sign remains legally nonconforming until the use is abandoned for six months or more.

Mr. Brant noted that another florist occupied the site after Roxainne's, and although the new tenant didn't remain there, he wondered how long beyond the six-month grandfathering period the subject site had been unoccupied. Ms. Zempter said the last tenant she was aware of was a seasonal golf supply store that had occupied the building for a few months last year. She noted that the golf store did not use the sign. Ms. Zempter said that although other tenants have occupied the space since Roxainne's left, her interpretation of the code was that the six-month period began as soon as the advertised business left the site.

Mr. Little asked if it would be possible to reduce the height of the sign. Mr. Srbljan explained that the height of the sign cabinet was 8 feet, so it would have to be brought to grade to conform to the code's height requirement. Because of the location and area of the sign, he said he was concerned about the affect it would have on visibility for drivers entering and exiting the site. He suggested that the height could be reduced by 6 feet to bring the sign closer to compliance without affecting visibility.

Mr. Duros introduced himself as the current owner of the building. He argued that the sign has continually been used to advertise leasing information and that at one point he moved a representative for his appraisal company into the building and had information related to the company on the sign.

Mr. Brant noted that the changeable copy portion of the sign was used to advertise an occupant of the site, even though the Roxainne's name was not removed from the sign. He said that opened up the question of whether a variance was even necessary.

Ms. Zempter said that she had denied the sign permit based on her interpretation of the code as requiring the removal or replacement of the nonconforming sign within six months of the closing of the business advertised on the sign. Because the primary portion of the sign advertised a business that had been vacant from the site for more than six months, she said, the Building Division determined that the sign was no longer grandfathered.

Ms. Reisling asked if the neighbors were aware of the proposed sign and if any response had been received from them. Ms. Zempter said that letters were sent to all adjacent property owners advising them of the variance request, and that no response had been received by the Building Division.

Mr. Little asked when the sign was last used to advertise the appraisal company occupying the site. Mr. Srbljan said the lettering would have been removed less than 30 days prior to the meeting.

Mr. Brant asked what the use groups were for florists and appraisal companies under the zoning code, noting that there wouldn't be a difference under the building code. Ms. Zempter said the zoning code does not reference the building code use groups. She added that the Building Division interpreted the issue as the failure to remove the Roxainne's sign face within six months of the business's departure rather than whether or not the site was occupied by tenants who were using the changeable portion of the sign. Mr. Brant said that he believed the cost factor far outweighed that argument.

Mr. Little asked the applicant if he was aware of the code requirements when the project began. Mr. Srbljan said he was not aware that the sign was no longer legally nonconforming. Mr. Little noted that the applicant's company was a repeat contractor in Grove City and presumably familiar with the sign code, so he wondered why the applicant hadn't brought the potential issue to the attention of his client earlier. Mr. Srbljan said he had not been aware of how long the site was vacant and that the client already had executed the lease before contacting the sign contractor.

**Motion** was made by Mr. Little to approve the appeal of Ryan Srbljan, representing Comfort Dental, 2196 Stringtown Road, for a variance to Section 1145.16(e)(1) of Grove City's Codified Ordinances to retain a ground-mounted sign that exceeds the 50-square-foot area limit by 46 square feet and the 8-foot height limit by 12 feet.

**Seconded by Ms. Reisling. VOTE: Reisling, YES; Brant, YES; Little, NO. APPROVED.**

Mr. Little advised the applicant that there is a 21-day period during which the board's approval of variances may be appealed to City Council, and that any work done during that time would be at the applicant's risk.

**3.) Hear the appeal of Andrew Bacher, representing Grove City Church of the Nazarene, 4770 Hoover Road, for the following variances:**

- a.) To Section 1145.16(e)(1) of Grove City's Codified Ordinances to erect a ground-mounted sign that would exceed the 50-square-foot area limit by 170 square feet and the 8-foot height limit by 16 feet; and
- b.) To Section 1145.06(c) of Grove City's Codified Ordinances to install an electronic message center.

Mr. Brant noted that the applicant had requested earlier in the day that the appeal be tabled until the September meeting.

*Motion* was made by Mr. Brant to table the appeal of Andrew Bacher, representing Grove City Church of the Nazarene, 4770 Hoover Road.

**Seconded by Ms. Reisling.** VOTE: Brant, YES; Little, YES; Reisling, YES. **TABLED.**

**4.) Hear the appeal of Adam Fischer, representing Thompson Thrift, 1879 Stringtown Road,** for the following variances:

- a.) To the requirements of Table 1135.12-II of Grove City's Codified Ordinances to eliminate the building setback along the shared lot line of the lots to be created by the proposed lot split.
- b.) To the Section 1136.06(b) of Grove City's Codified Ordinances to eliminate the parking setback along the shared lot line of the lots to be created by the proposed lot split.

Mr. Fischer explained that his company was developing a 2.7-acre parcel currently connected to the Bob Evans parcel on Stringtown Road. He said that a development plan would be heard by Planning Commission next week and a lot split for the project would be on the Planning Commission's October agenda.

Mr. Fischer told the board that one of the new lots would be occupied by Texas Roadhouse, which would take up about two-thirds of the overall property because the tenant wants to have 150 parking spaces under its control, although that exceeds what is required by code. He added that an agreement addressing maintenance, landscaping, cross access and cross parking for both sites would be formalized. He stated that the second parcel contains 39 parking spaces as shown, but there is no specific development plan for the second lot at this point. With that number of spaces, he noted, a retail commercial building of up to 7,800 square feet or a restaurant of up to about 3,000 square feet could be accommodated and still meet parking requirements. He asked that the board consider approval without the stipulation suggested in the staff report that restaurant use be prohibited on the second site.

Mr. Brant asked if the applicant could speculate on what type of non-restaurant commercial uses might occupy the second site. Mr. Fischer said his company had spoken with a dentist, a mattress store and a couple of sandwich shops.

Mr. Brant asked why staff had recommended the stipulation to prohibit a restaurant use on the second site. Ms. Zempter said that parking was the primary concern, and that staff didn't want to see a situation in which the undetermined use(s) of the second site created a strain on the available parking or required additional variances. Mr. Brant asked if a stipulation requiring that any use of the second site comply with parking requirements would be acceptable to staff. Ms. Zempter said she was comfortable with that change to the stipulation.

Ms. Reisling asked if the applicant would be installing all the parking spaces before constructing a building on the second site. Mr. Fischer said the parking would be installed throughout the site with the development of the Texas Roadhouse site.

Mr. Little asked if both buildings would be one story. Mr. Fischer said he expected that both would.

Mr. Brant asked if both lots would be owned by the same entity. Mr. Fischer said that Thompson Thrift initially would own both properties but likely would sell them in time. However, he added, the cross-access/maintenance agreement for the parking area would be in place before any sale.

Mr. Little asked if the applicant already had a contract with Texas Roadhouse. Mr. Fischer said a contract was in place but was dependent upon the various city approvals being sought. Mr. Little asked why the applicant was requesting a variance for the building setback. Mr. Fischer said his company wanted a zero lot line to allow the buildings on each site to be built side-by-side while keeping the lots separate.

Ms. Reisling asked if the two buildings would share a wall, and, if so, would it be non-combustible. Mr. Fischer said the current plan would feature a three-hour shared wall.

**Motion** was made by Mr. Little to approve the appeal of Adam Fischer, representing Thompson Thrift, 1879 Stringtown Road, for a variance to the requirements of Table 1135.12-II of Grove City's Codified Ordinances to eliminate the building setback along the shared lot line of the lots to be created by the proposed lot split, with the following stipulation:

- That the future retail parcel meet all parking requirements, as well as any other code requirements, in its development plan.

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

**Motion** was made by Mr. Little to approve the appeal of Adam Fischer, representing Thompson Thrift, 1879 Stringtown Road, for a variance to Section 1136.06(b) of Grove City's Codified Ordinances to eliminate the parking setback along the shared lot line of the lots to be created by the proposed lot split, with the following stipulation:

- That the future retail parcel meet all parking requirements, as well as any other code requirements, in its development plan.

**Seconded by Ms. Reisling.** VOTE: Reisling, YES; Brant, YES; Little, YES. **APPROVED.**

Mr. Little asked if there was any new business to discuss, and Mr. Brant asked Ms. Zempter about the status of proposed changes to the code related to garage area and height that the board submitted to City Council. Ms. Zempter said the new code language, along with an introductory letter and a spreadsheet indicating the number of recent garage variances granted, was submitted to the Clerk of Council just after the board approved the language. However, she added, a member of Council had to sponsor the legislation before it could be voted upon, and it was her understanding that no member of Council had chosen to do so.

### **Adjournment.**

**Motion** was made by Mr. Little and seconded by Mr. Brant to adjourn the meeting at 8:14 p.m. VOTE: Brant, YES; Little, YES; Reisling, YES. **APPROVED.**

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Harold "Butch" Little, Board Chairman

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Christy Zempter, Secretary