

CONCORD TOWNSHIP ZONING COMMISSION
LAKE COUNTY, OHIO
REGULAR MEETING

Concord Town Hall
7229 Ravenna Road
Concord, Ohio 44077

March 5, 2019
7:00 p.m.

TRANSCRIPT OF PROCEEDINGS

Zoning Commission members present:

Morgan McIntosh, Chairman
Richard Peterson, Vice Chairman
Frank Schindler, Member
Susan Germovsek, Member
Andrew Lingenfelter, Member

Also Present:

Heather Freeman, Planning & Zoning Director/Zoning
Inspector

Melton Reporting
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1 7:03 p.m.

2 CHAIRMAN McINTOSH: Good evening. I'd like to call
3 the Concord Township Zoning Commission meeting for Tuesday,
4 March 5, 2019, to order. Tonight's session is primarily a
5 work session to discuss some zoning amendments, but something
6 that's not on the agenda this evening is we have a guest this
7 evening that would like to discuss some zoning issues with the
8 Board.

9 So I would like to invite Mr. Dave Novak to come
10 forward and just take a few minutes and we will get you out of
11 the way so you don't have to listen to our text amendment
12 conversation.

13 MR. NOVAK: Good evening. My name is David Novak,
14 from Barrington Consulting Group. The address is 9114 Tyler
15 Boulevard.

16 What I really came to talk to you this evening
17 about, and I'm not -- I believe Heather has had some maybe
18 very limited conversations with you -- but it's really about
19 conveyance, how a piece of property would be conveyed versus
20 fee simple or condo. And, in particular, the property that I
21 will give you some information about, it's called Hillshire
22 and it's on Spear Road and Auburn. And the property's been
23 developed partially as condo but we would like to -- The feel
24 and everything else with the development really won't change.
25 It's just, again, it's how we convey the property, whether
26 it's conveyed as a condo or if it's conveyed fee simple.

27 And the problem with condos these days are, from a
28 developer's standpoint, it's much more difficult to get
29 financing. And then when it gets to the consumer, it's also
30 more difficult for the consumer to get a loan on a condominium

1 piece of property.

2 So I've got a handout here that I can give to
3 everybody. I will just go through this real quickly and then,
4 if you guys have any questions, we can discuss it. I am
5 willing to discuss it as long as you want or as short. What
6 our hope is is that we can get some text changes done within
7 Concord to, again, allow this -- these lots to be fee simple.

8 So, like I said, the project that I am talking about
9 is -- I just gave you a quick vicinity map. There is a site
10 there. It's off Spear, almost up to State Route 44 near
11 Auburn Road. This development actually started, I believe,
12 back in 2004. And we've come to Concord a couple times to get
13 some different variances and so forth, again, to get this
14 project moving forward.

15 The second -- The next two pages are just, again, an
16 overall site plan of the project. Right now, there is, the
17 closest to State Route 44 and Spear, that's the next phase
18 that we're hoping to construct. And I provided even a blowup
19 of those units on the second page and typical unit dimensions.
20 There is two types of units that we have proposed.

21 And what we're trying to do -- And so I included a
22 picture of -- This is a development called Riverwood in
23 Painesville Township and these units are on private streets
24 but they are conveyed via fee simple. They are not condos.
25 So, again, if everybody looked at this, they would, probably,
26 the first thing that they would say is, This is a condo. It
27 looks like a condo. Again, all it is is really about the way
28 the properties are conveyed, whether it's fee simple or
29 condominium.

30 The next page, again, this was, I had sent over to

1 Heather -- I don't know if any of you have had a chance to
2 review it. I think Heather may have. But this is a set of
3 the documents for that Riverwood condominium, and I can surely
4 leave a copy of this with Heather, so if anybody wants to look
5 at it.

6 But on this next page out of these documents, again,
7 it kind of outlines what's the association's responsibilities
8 and what is the homeowner's responsibility, again, very
9 similar to what would be done in a condominium.

10 The next page is, really, this is the condo plat
11 or -- Boy, I said it myself. I fell into the trap. This is a
12 copy of the plat for Riverwood Village Subdivision Number 2.
13 And, again, if you look on the second page, you can see how
14 they have created these lots. And this picture that I showed
15 you, the picture that was included is, really, it's this first
16 building right here, these first four units here. It's
17 Sublot 13, 14 -- I am not quite sure why 15 wasn't labeled --
18 and 16. So, again, what happens is the building fits within
19 those -- each unit fits. They're joined units but they fit
20 within that, those blocks.

21 So in talking with Heather, you know, we realize
22 that -- We don't know what all zoning text would need to be
23 changed within Concord. I know the definition of the "lot"
24 would have to change, allowing a lot to be created on a
25 private street versus a public street. I believe all your
26 zoning classifications require that, in order to be a fee
27 simple or non-condo lot, that they have to have some frontage
28 on a public roadway.

29 So that's really all I have but I'd surely like to
30 entertain some questions if you guys have some questions about

1 the concept or the thought or -- I know that they're starting
2 to do something like this in Willoughby. They do a lot of
3 this type of thing in Cleveland. This would definitely,
4 surely be something new to Concord but I believe, when people
5 would drive through the development, it wouldn't look any
6 different than the original pieces of Hillshire. Again, it
7 would be on private streets and so forth, so Concord would not
8 be burdened with snowplowing the streets and all those things
9 because they would all be private streets.

10 MR. SCHINDLER: You say the biggest issue is the
11 banks. How do the banks play a part in that that they find
12 objectionable?

13 MR. NOVAK: They -- Financing condominium projects,
14 I think condominium projects have had a taboo about them for a
15 long time. And so, again, going to a develop -- or to a bank
16 to secure financing to develop it, it's more difficult. I am
17 not saying that you can't but it is more difficult. And even
18 when you're on the open market or when you're reselling the
19 unit or you're selling to the first-time homeowner, it's just
20 more difficult to -- for individuals to get financing for a
21 condo than it would be for a single-family or a fee simple
22 property. I don't know. I can't tell you why but that's --

23 MR. SCHINDLER: I am just curious, why?

24 MR. NOVAK: I really can't answer that but, again,
25 that's more and more -- Even like this property here,
26 Riverwood, originally this was developed as a condo, then the
27 economy hit and it sat there for many years and it was
28 rebought and they redeveloped it as a -- Again, the buildings
29 don't look any different. When you drive in the development,
30 it's not going to look any different.

1 Like, even like Aria's Way, those are condos but
2 when you drive through it, they look like they're all single-
3 family detached homes. High Grove Villas, which is coming
4 online here soon off of Crile Road, again, that will still be
5 done as condo but, when you drive through that development,
6 you're going to see all single detached homes. But the code
7 does not, your code does not allow lots to be created on
8 private streets.

9 MR. PETERSON: What's the typical impact on property
10 tax versus a condo versus this way?

11 MR. NOVAK: I don't think that the property taxes
12 would probably vary that much than from a condo.

13 MR. PETERSON: Okay.

14 MR. NOVAK: Again, it's conveyance, that's the big
15 difference.

16 MR. PETERSON: Okay.

17 CHAIRMAN McINTOSH: And, legally, the homeowners'
18 associations and so forth, that doesn't really change how they
19 function and everything?

20 MR. NOVAK: It would be a standard homeowners'
21 association.

22 CHAIRMAN McINTOSH: Right.

23 MR. NOVAK: It would not be -- A condominium
24 association is different than a homeowners' association.

25 CHAIRMAN McINTOSH: Due to the land.

26 MR. NOVAK: Pardon me?

27 CHAIRMAN McINTOSH: Due to the land. But you're
28 saying the function of the association as far as maintenance
29 of the private street and all that stuff --

30 MR. NOVAK: The function would be very, very

1 similar.

2 MS. FREEMAN: So the density stays the same? You're
3 not getting an increase in the number of units, right?

4 MR. NOVAK: We would not.

5 MS. FREEMAN: We're not changing how you would
6 calculate?

7 MR. NOVAK: No, the zoning, that portion of the
8 zoning would still stay intact as far as the number of units
9 per, you know. And if a particular zoning code requires or a
10 classification requires so much open space, in my opinion, all
11 that stuff would stay the same.

12 Even like over at High Grove, while that is going to
13 be a condominium development, in order to give those unit
14 owners the enjoyment of what a normal, if you were in a normal
15 subdivision that was on a public road, we've created an
16 envelope around the house and we label it "limited common
17 element." So, in essence, all the land immediately around,
18 like as if it was on a subplot, is called "limited common
19 element" and that limited common element would be for that
20 particular unit.

21 So it stops some of the problems that you have with
22 condominium because, usually, all the property outside of the
23 unit is owned by the association. People can walk across the
24 back yards and do various other things; whereas, again, with a
25 -- when you do it as a limited common area, you can restrict
26 some of that use.

27 MR. SCHINDLER: So you would come in the front door
28 here and then the living quarters would be on the second and
29 third floor?

30 MR. NOVAK: I've actually not been in those units

1 but I believe it's similar, what you're describing is correct.

2 And the units that we're proposing over here at
3 Hillshire, again, the code requires two-car garage. We're
4 still going to have two-car garage. We're going to have -- so
5 it's not going -- And they're only two stories, they're not
6 going to be three stories.

7 I just brought that as an illustration of a product
8 that's being built in a nearby community and how it was done,
9 because that's a building over at Riverwood, to show how it
10 was done with their platting process.

11 MS. GERMOVSEK: So who would own the frontage?

12 MR. NOVAK: When you say "the frontage"?

13 MS. GERMOVSEK: Of like, you know, the yards, who
14 would own the frontage? It wouldn't be a condo. What would
15 you call it, townhouse or --

16 MR. NOVAK: Sure, we can use the term "townhouse."
17 But the private road in the front would be maintained by the
18 association. And if you look on this drawing here for
19 Riverwood, you can see there is an 84 foot, they called
20 it a -- It's Maple Spring Drive, private, it's an access and
21 utility easement. So that goes basically up to the front,
22 almost to the front of the unit.

23 So the association would control and own that
24 property up to the front of the unit; but then behind there,
25 behind these units there is room for a patio and things behind
26 the unit.

27 MR. SCHINDLER: So you're finding styles like this
28 are becoming more desirable than, quote, the condos that they
29 build today?

30 MR. NOVAK: Again, if you -- I tried to take a

1 picture of Hillshire but when I was doing it the snow was
2 going sideways and it was cold and I couldn't get it because
3 these units are much, the units that we are proposing to
4 build -- And, like I said, if you look on this page here, down
5 here you can see the footprint of this, of these units.

6 These units here at Riverwood -- Let me see. I
7 didn't print that one page. But if I had to guess, you have a
8 garage door that's probably 8 feet, so maybe these units are
9 16 feet wide on Riverwood.

10 Again, we're going to have a two-car garage, first
11 floor kitchen and so forth. And then we would have bedrooms
12 upstairs on the second floor. If we can come up with a floor
13 plan that works, we would surely like to do ranches because,
14 again, a lot of people today, we find, like ranches.

15 MR. SCHINDLER: Most people like, especially as you
16 get older, everything on one floor, in general.

17 MR. NOVAK: I heard this gentleman talking about
18 Hillshire. That was one of my projects. And Highlands of
19 Concord, that was another one of my projects. So I am very
20 familiar with those. But, again, they are -- These units, I
21 think, these units at Riverwood start probably in the 120s.
22 We're probably going to be closer to starting around 250
23 because, again, we have a two-car garage.

24 CHAIRMAN McINTOSH: So this, I see that you've got,
25 you know, looking at Hillshire here, we've got several
26 existing and then you've kind of platted out the future
27 buildings here.

28 MR. NOVAK: Uh-huh.

29 CHAIRMAN McINTOSH: So really what you're talking
30 about is looking to making this change, or this challenge is

1 to finish out what was already planned.

2 MR. NOVAK: Correct.

3 CHAIRMAN McINTOSH: So development went along,
4 stopped, now financing the back half of it, running into some
5 challenges.

6 MR. NOVAK: Yep.

7 CHAIRMAN McINTOSH: This sort of thing helps you
8 overcome some of those challenges in completing this project.

9 MR. NOVAK: Correct.

10 CHAIRMAN McINTOSH: So the design, the layout of
11 these things has really not changed. We're just talking about
12 this lot.

13 MR. NOVAK: Right. The layout won't --

14 CHAIRMAN McINTOSH: Now, is this going to all be one
15 homeowners' association when it's done based on the phases or
16 is it going to be multiple associations?

17 MR. NOVAK: The original homeowners' association and
18 this association would probably be different. Okay? They
19 wouldn't be the same association. But what we've discussed
20 and what we would probably do is take the original
21 association, take the new association, and join them with one
22 association over the top of it.

23 CHAIRMAN McINTOSH: Okay.

24 MR. NOVAK: Because to take the condo and take the
25 fee simple, to try to merge those together would be very
26 difficult. But we can put an association over the top of them
27 because there are -- We have the rights, for instance, there
28 is a pump station there that was installed to service the
29 entire property and that pump station needs to service this,
30 the rest of the units. So we would be -- The old association

1 and the new association would have some maintenance
2 responsibilities, however we would work that out, whether it's
3 a percentage of the number of units that were in the first
4 phase or the first association versus how many are in the new
5 association. I don't know how -- We haven't worked out the
6 math equation yet to make that happen.

7 CHAIRMAN McINTOSH: I was kind of curious about that
8 just because I have a little experience with multiple
9 associations using common -- this sort of a situation where
10 you have older units and newer units and supposed to co-fund
11 each other for common and it seems to be always -- not always
12 but, in this case, there was always a bickering back and forth
13 about --

14 MR. NOVAK: Right. And it's --

15 CHAIRMAN McINTOSH: -- the costs of maintaining,
16 well, that's your, you know, this -- So I would be somewhat
17 concerned about that because I know that one could be burdened
18 on, you know, if another one is not paying or if there's not
19 strong cooperation. And as boards turn over and so forth, I
20 think that would be, like, I guess, sitting from here, it
21 would be a big concern because I wouldn't want to see the
22 property degrade or have problems as a result of the fact
23 that, legally, there is different structures going on and
24 they're not cooperating and then that creates issues.

25 MR. NOVAK: Again, I'd like to stand here and tell
26 you that we will figure all that out and make them all work
27 together perfectly. I can't do that. We would surely try our
28 very best.

29 But, again, even if we didn't develop the next --
30 the rest of this as fee simple, we might still have to have

1 two associations just because of the, you know, the
2 different --

3 CHAIRMAN McINTOSH: Right. But for the lot thing,
4 that pretty much requires it. I mean, that's going to make
5 sure that you're going to almost have to do --

6 MR. NOVAK: No matter what's done here, we have to
7 -- there has to be some meeting of the minds between the
8 existing association and the new.

9 CHAIRMAN McINTOSH: Right, right.

10 MR. NOVAK: And from all the people that I have
11 talked to from our legal team and so forth, it makes sense to
12 have the two associations and then bridge it with one so
13 that --

14 CHAIRMAN McINTOSH: So what is the bridge? Explain.
15 Like, how is that, in a legal sense, how does that work? I
16 mean, is one board more autonomous? I mean, is that bridging
17 board then the one that ensures cooperation?

18 MR. NOVAK: Well, everybody, everybody would be a
19 member of the bridge, so to speak.

20 CHAIRMAN McINTOSH: Okay.

21 MR. NOVAK: Okay? I don't know whether there would
22 still be two separate boards or there would just be
23 representation of the old association on it, you know, so many
24 people from the old association would be represented and so
25 many from the new association would be represented so that,
26 again, it would be as fair as possible. But, again, I would,
27 what we would want to do is try to think as far forward as we
28 can to make sure that we put in formulas and responsibilities
29 and so forth that require everybody to participate fairly.

30 CHAIRMAN McINTOSH: Right.

1 MS. GERMOVSEK: And the new owners going in who are
2 purchasing would know all about it. I mean --

3 MR. NOVAK: Right. We would not be -- We wouldn't
4 be hiding anything, no. Again, we would have to still give
5 the same disclosure statements and everything else that would
6 normally happen whether it's a condo or a fee simple product.

7 MR. LINGENFELTER: Heather, do you know the history
8 behind that, why we have it designated the way we have it and
9 not fee simple? Is there some inherent issues that would be
10 encountered for making it fee simple versus condo?

11 MS. FREEMAN: In the R-3 or in this particular
12 zoning district?

13 MR. LINGENFELTER: Yeah.

14 MS. FREEMAN: I think, in this particular zoning
15 district, this was initially started as, you know, our multi-
16 family, you know, zoning district in the township. So if you
17 were -- Like the R-1, R-4 is all single family, plus duplex,
18 which I guess is considered multi-family. But I think -- I
19 don't know. I mean, R-3 goes back probably to the early '70s,
20 if not before. It's how we have gotten all of our more dense
21 communities where they've been, you know, various different
22 styles, more of like what people might consider apartments or
23 then more of like this attached product or then we even
24 included -- I don't know when you guys adopted adding in the
25 cluster development.

26 I can't really explain why it was set up where it
27 had to be on private streets other than the fact currently,
28 right now, the zoning text has rather large setbacks from lot
29 lines. We don't have a designated minimum lot size in the
30 R-3. We have a minimum project area or minimum development

1 area. So the minimum development area for any new development
2 in the R-3 is 10 acres.

3 And then we have like the setbacks from the lot
4 line, which is, in essence, the project boundary. So if
5 someone were to try to carve out these individual lots so they
6 can convey it fee simple, it wouldn't meet any of the
7 setbacks, it just wouldn't because they're so large.

8 And then there is the point that our definition of
9 "lot" requires frontage on the public street, which is kind of
10 unique. Most communities that have that definition don't
11 really like private streets but that's not really been the way
12 that Concord has looked at private streets. We have them
13 everywhere. That's how a lot of the developments were
14 created, like Auburn Road, just allowing folks to actually,
15 you know -- they have lots that have frontage on a public
16 street but they're not using that frontage for their access.
17 In lieu, they put in a private street and then they all share
18 the cost to maintain it.

19 So it hasn't been something that we prohibit as a
20 township but, based on our definitions and the large setbacks
21 in the R-3, there is no way to do it unless we were to change
22 that.

23 But like as Mr. Novak had indicated, the type of
24 homes, the density, I believe, the density, too, would remain
25 the same because you would be still using the same
26 calculations. You would have your development area and your
27 density is based on your total acreage within your development
28 area, subtracting out buffers and things like that that might
29 be already in the code. So --

30 MR. LINGENFELTER: But would we have to, would we

1 have to accommodate other zoning designations with the same
2 verbiage or could we just keep, could we just keep it unique
3 to R-3?

4 MS. FREEMAN: I think you can keep it unique to R-3.
5 The only other place that I think, if we were going to
6 consider this, would be maybe in a Planned Unit Development
7 because --

8 CHAIRMAN McINTOSH: For the same reason.

9 MS. FREEMAN: What's that?

10 CHAIRMAN McINTOSH: For the same reason.

11 MS. FREEMAN: For the same reason, yeah.

12 MR. LINGENFELTER: Would there be any negative
13 impact on the township by changing it from condo to a fee
14 simple?

15 MS. FREEMAN: Not anything that's really jumping
16 out, you know, other than it's my understanding that
17 condominium law and condominium association law is a little
18 bit stronger than homeowner association. So, for me, I feel
19 like there is a likelihood that maybe the HOA would go under
20 where a condo association wouldn't but, I mean, you can't
21 guarantee.

22 MR. LINGENFELTER: There is a lot of different,
23 there's a lot of different mechanics with a, you know, with a
24 condo association versus a homeowners' association because
25 there's a lot more moving parts that you're dealing with, you
26 know, with landscapers and trash removal and street
27 maintenance and lawn maintenance and all the other things that
28 go along with -- building maintenance. You know, that's all
29 on the condo association that you pay fee for that, correct?

30 MR. NOVAK: But a lot of that is still going to

1 happen with this, with this product. Okay? Like I said, it's
2 not going to --

3 MR. LINGENFELTER: But it's not going to be the same
4 enforcement, enforcement mechanism as you would have if it was
5 a condo association, correct?

6 MR. NOVAK: I would agree with Heather that, you
7 know, there's a lot of law that backs up condominiums and
8 there is sections within the Ohio Revised Code that talk about
9 condominiums and so forth and how they're brought into the
10 association and so forth. But, again, I am sure that within
11 Concord you have homeowners' associations that are very vocal
12 and very rule enforcement types, whereas, there is other
13 associations, as Heather indicated, that some people probably
14 don't even know that their development has a homeowners'
15 association.

16 I think it would be difficult for that to happen in
17 something like this because, in a typical homeowners'
18 association, there may be just, you know, landscaping the
19 entrance, maybe taking care of a pond or something. But in
20 here, the people are going to be more inclined to participate
21 because their roads have to be maintained, they have to be
22 plowed. We would most probably still continue to have, you
23 know, to have everybody's grass would get mowed by one
24 landscaper. The landscaping would still be maintained by the
25 homeowners' association. So there is a lot more involved in
26 this homeowners' association than one that's maybe been around
27 since the '70s.

28 CHAIRMAN McINTOSH: When it comes to the maintenance
29 of -- I think Andy is hitting on a point that, I guess, I was
30 trying to bring this up a little earlier. So not only with

1 the infrastructure, which you're sort of addressing, saying
2 that it's going to be -- I would assume that, pretty much,
3 landscaping, plowing, all of that, it's hard not to make that
4 cohesive.

5 I guess the question I have is with HOA and condos
6 when you've got the building maintenance. So in these
7 townhomes, whereas, the homeowners' association we have
8 detached and sort of the structure then falls upon the
9 homeowner to deal with. But you've got these condos,
10 essentially.

11 MR. NOVAK: These multi, these attached products.

12 CHAIRMAN McINTOSH: Right, which need to be -- roofs
13 and siding all need to be sort of done at the same time.

14 MR. NOVAK: Correct. And, again, that would still,
15 that would fall under the purview of the homeowners'
16 association to make that happen.

17 CHAIRMAN McINTOSH: Okay.

18 MR. NOVAK: Which, again, in a --

19 MR. LINGENFELTER: But you don't have the same
20 enforcement arms or the same teeth in the organization as you
21 would in a condo association though, correct?

22 MR. NOVAK: Deed restrictions are enforceable.
23 Okay?

24 MR. LINGENFELTER: Well, yeah.

25 MR. NOVAK: And I under -- And I agree, there is not
26 all the law backing up that there is with condo associations.

27 MR. LINGENFELTER: Right.

28 MR. NOVAK: But if the documents are created,
29 crafted correctly, then, again, there is -- the power is
30 granted to the homeowners' association and there is a board

1 and there is election of board members and all that stuff and
2 they are defensible in court. You know, if you and I were
3 living in one of these units and I decided not to pay my
4 association fees, the board could take me to court and force
5 me to pay those.

6 MR. LINGENFELTER: Yeah. But what happens if I
7 decide I don't like to contractor that's doing the roof? I
8 want to put my own roof on? I want to get my own contractor?

9 MR. NOVAK: Again, it would be the homeowners'
10 association would have that control to say, "This is the
11 roofer. It is now time to put the roof on and this is the
12 contractor that we have selected."

13 MS. FREEMAN: So just for clarification, so you are
14 saying if these were attached units and it was fee simple, the
15 HOA would have authority over the outside maintenance of the
16 homes?

17 MR. NOVAK: Correct. They have to because they're
18 attached product.

19 MR. LINGENFELTER: See, that's the problem. I mean,
20 conceptually, I get it.

21 CHAIRMAN McINTOSH: Right.

22 MR. LINGENFELTER: I understand what you are after
23 and I understand the reasoning. And, quite frankly, to me, I
24 mean, I don't see where that is an issue. If it has no impact
25 on the township from a, you know, from a road maintenance
26 standpoint or all the other things, then have at it.

27 My problem is, you know, is the mechanism that
28 governs the property after the fact and what happens if you
29 get -- Let's face it, people are people. Everybody is
30 different. You are going to have -- you're kind of -- When

1 you move into a condo and it's a condo association, it's
2 pretty black and white as far as what you're getting into and
3 what the costs are and what your maintenance fees and
4 everything else are. It's pretty straightforward. There is
5 not a whole lot of wiggle room.

6 When you drift away from that into a homeowners'
7 association, then to me it starts to become more -- it gets a
8 little muddy, you know, it gets a little more gray area stuff.
9 And my concern would be, long term, would be enforcement of,
10 you know, if somebody decides to go off the reservation and
11 start doing some, you know -- paints the outside of their
12 condo the color they want to paint it, you know, I mean,
13 what's going to happen, or puts a different color shingle roof
14 on the top of their condo, their section, whatever? I mean,
15 then to me I get concerned about what --

16 MR. NOVAK: I can appreciate your concern. But,
17 again, I go back to it's really dependent on the strength of
18 the documents. Because when you would buy a unit in here, you
19 would be given a copy of those documents. And if the realtor
20 is doing the right thing, they would have you sign an
21 acknowledgement --

22 MR. LINGENFELTER: But that's always the -- The
23 devil is in the details.

24 MR. NOVAK: You would sign an acknowledgement that
25 you received those. I am not acknowledging that you read
26 them, that you understood them, but that you received them so
27 that you are aware or could be aware of your restrictions.

28 MR. LINGENFELTER: Right.

29 MR. NOVAK: Because there will be restrictions.

30 MR. LINGENFELTER: But what happens is -- and I have

1 direct experience with this and I am sure everybody else
2 sitting at this table does -- is that after a house sells two
3 or three times, that stuff all goes by the wayside. The
4 realtor, you know -- I know for a fact, because I live in
5 Summerwood, that our -- Many of my neighbors, the original
6 neighbors who got the original documents and the homeowners'
7 association, the deed restrictions and all the things that
8 went along with that, they got those when they built their
9 homes.

10 Well, those homes have now been sold, in some cases,
11 two times, three times. And I have asked those people, "Did
12 you know we had deed restrictions?" "I didn't know anything
13 about it." You know? And so what's the mechanism that you
14 use to --

15 CHAIRMAN McINTOSH: I think maybe another side of it
16 here is, I heard you say before -- And I am kind of with
17 Andrew, you know. I don't generally see a problem. I think
18 what we're doing here is trying to do some due diligence.

19 MR. LINGENFELTER: Right.

20 CHAIRMAN McINTOSH: Because we're accountable here.
21 So my thought process is, I am kicking around what's the down
22 side? So we're trying to dredge it up.

23 The concern I would have then is that you've got the
24 two different associations with the two different layers and,
25 you know, you've got different age of units. I mean, you said
26 these things went in in '04. Now you're, I mean, so you've
27 got some --

28 MR. NOVAK: I think the first ones went in '05, '04,
29 '05, something like that.

30 CHAIRMAN McINTOSH: Okay. So you've got, you know,

1 ten plus years in between, so you are going to have
2 maintenance curves that are different.

3 MR. NOVAK: Yeah.

4 CHAIRMAN McINTOSH: And now you've got two boards
5 with different, sort of, levels of authority. That's why kind
6 of why I asked the question about, so who is the final
7 arbiter? And I'm not just thinking, you know -- I think Andy
8 said something about what about the person who wants to do the
9 roof a different way or paint their house pink or whatever
10 that is?

11 But what happens if the one board kind of says, "You
12 realize we're an HOA," and some issue comes up that you don't
13 know, that we don't know, and somebody says, "You realize we
14 have this lever?" You know? And then they decide that -- I
15 think that's what we're searching for and I don't know that we
16 have a definitive that this is problem per se, which kind of
17 comes back to what you said. It certainly depends on how it's
18 crafted.

19 So I kind of come back and say, I don't think any of
20 this sounds bad. I see the reasoning why you want to do it.
21 It seems to make some sense. But we're trying to say, are we
22 going to let something in here that's going to be a problem
23 down the road in, you know, 15, 20 years?

24 MR. NOVAK: Right. And, again, I think this is a
25 unique situation here because this project started in '04,
26 '05. Okay?

27 CHAIRMAN McINTOSH: Right.

28 MR. NOVAK: Versus, you know, if this is a brand new
29 project, you might not -- everybody would be on the same
30 playing field. Whether it's a condo or an HOA, they'd all

1 have the same inherent problems.

2 I mean, the only thing I can suggest is that it
3 sounds like, you know, the concept that maybe the Board is on
4 board with but it's maybe some of the legalities and so forth.
5 And we would surely have no problem of drafting some -- Again,
6 the documents that I gave to Heather, that's for somebody
7 else. That's not for this project. We can surely draft those
8 documents or put together some draft documents and, you know,
9 give them to, you know, your legal counsel and do the very
10 best that we can to think ahead as far as we can.

11 And I realize that, again, even in condominium law,
12 I mean, that's evolved from when it started. And, actually,
13 condominiums really were started in Florida and that's where a
14 lot of the new law and so forth was all created and continues
15 to be created, because there are so many more condos in
16 Florida than there are in other parts of the country.

17 CHAIRMAN MCINTOSH: Right. I think when it comes to
18 -- I think that that is a sound idea. I think us being able
19 to see, look ahead a little bit and see a little bit more
20 detail about what would be -- I think the issues you are
21 seeing with respect to condos and when you think about the --
22 You mentioned the financial. I think condos were one of the
23 first early warning real estate signs there was problems with
24 property values and so forth. So I think that makes us a
25 little bit more sensitive given the nature of the product
26 because it's always the thing.

27 You get associations in and keeping properties up
28 and assessments and fees that aren't kept up and boards that
29 aren't diligent. Those are the things that inherently become
30 problems with the these projects. It's not at the outset when

1 somebody pays a small fee and the reserve is good. Then all
2 of a sudden, 20 years later, and roofs and windows and siding
3 all needs done and all of the sudden there is not enough
4 money, and those are the, those are the things that always
5 gotcha.

6 I think that's the time when people say, "Well, how
7 was this approved? Why was, you know" -- And then you've got
8 the government being looked at, "Why did you approve this?
9 And what are the problems?" I think that's what we're trying
10 to stay ahead of.

11 MR. NOVAK: Right. But even with condos, I mean,
12 there was a lot of condos over near Legacy Village and some of
13 those that were well established condominiums, and as you talk
14 about maintenance and fees and so forth and there were not
15 enough funds generated to replace some of those roofs and so
16 forth and it was a difficult time. And even within condos now
17 you're supposed to do a --

18 CHAIRMAN McINTOSH: Reserve.

19 MR. NOVAK: -- a reserve assessment.

20 CHAIRMAN McINTOSH: Yeah.

21 MR. NOVAK: Okay? To make sure that, to make sure
22 that you have enough funds to do those maintenance items that
23 you're talking about.

24 CHAIRMAN McINTOSH: And I think, I guess, that maybe
25 goes back do what Andy was saying. We're all for the condo
26 regulations but now you are layering in the homeowners which
27 might not, you know -- And what if a board decides that they
28 want to be lax about it and all of the sudden that chunk of
29 the property ends up -- I think this is where we're getting a
30 little, like, we're trying to find the potential pitfalls.

1 MR. NOVAK: Again, I appreciate that.

2 CHAIRMAN McINTOSH: And so I think if you could put
3 some architecture together or some kind of, this is might be
4 what it would look like, and, like I said, share it with
5 legal, or what you said, would be maybe put some of us at ease
6 that we're not making a bad choice.

7 MR. LINGENFELTER: Yeah, I think it could be,
8 I mean, you could basically take the viewpoint that, what do I
9 care? I am not going to live there anyway. That's their
10 problem.

11 CHAIRMAN McINTOSH: Right.

12 MR. LINGENFELTER: People that are living there are
13 the ones that have got to deal with it. But, I mean, in the
14 big picture though, these are issues that we have to deal with
15 as a township, you know. So it does affect us in a way, you
16 know, with that, with the enforcement issues and other things
17 that go on and the quality of the property and everything
18 else. You know, we don't want -- I don't want to open up a
19 can of worms that's not open right now.

20 MR. NOVAK: Oh, I agree because I don't know how
21 many other R-3 parcels there are left in Concord that are
22 undeveloped. But if this, if we're successful in making some
23 code changes to allow this to happen, I am sure there will be
24 other property owners that would come in and want to do the
25 same thing because there is real advantage. And maybe we're
26 at a little disadvantage here because we have the old and the
27 new.

28 MR. LINGENFELTER: But to me, you know, when I look
29 at the project, I mean, you're not mingling existing buildings
30 with new buildings. I mean, it's pretty segregated. You

1 know, the existing stuff is up closer to Spear Road and
2 everything you're proposing is in the back. There is nothing
3 really new by --

4 MR. NOVAK: Well, there will be. These units here
5 that are on this one sheet, those are -- There will be some
6 that are on, actually, on Spear Road; but the majority of
7 units, you go down the main drive and you go across the bridge
8 and that's where the majority of the new units would be.

9 MR. LINGENFELTER: Right.

10 CHAIRMAN McINTOSH: I think, I think it's a concept
11 we're open to continue to evaluate.

12 MR. NOVAK: Okay.

13 CHAIRMAN McINTOSH: So if you can do some of that
14 stuff, I think it would help us move along towards realizing
15 this is a good thing for us to do for you.

16 MR. NOVAK: All right. Well, I am glad I didn't
17 hear a no. That was very good. And we'll try to draft some,
18 at least, an outline of what these documents could look like,
19 again, and have some discussions with Heather and your legal
20 counsel to figure out what's the best approach.

21 MS. GERMOVSEK: I have one more question. What is
22 the feel for the original owners who are there now? Have you
23 had conversations with them? I mean, are they all on board?
24 Or do you even need to?

25 MR. NOVAK: I don't -- I have not.

26 MS. GERMOVSEK: I mean, if they're going to be
27 joining --

28 MR. NOVAK: We would surely -- I would strongly
29 suggest to my client that we do have some conversations with,
30 at least, the board and allow everybody to know what's going

1 on. There are some advantages. Again, you know, the main
2 street, the pump station, some of that infrastructure that's
3 there, if you now have a total of 92 versus whatever we have
4 today, you know, is there today, again, some of those costs
5 are spread over more people, so there are advantages.

6 But I am sure they would have some of the same
7 concerns that you're all voicing is, how do we -- You know,
8 our roofs need to be replaced tomorrow and these new people
9 won't have to have their roofs replaced for 20 years. How do
10 we deal with that?

11 So, okay?

12 CHAIRMAN McINTOSH: Thank you.

13 MR. NOVAK: All right. Thank you for your time. I
14 appreciate it.

15 CHAIRMAN McINTOSH: Okay. Moving along the rest of
16 the agenda this evening to continue our work session on the
17 potential zoning amendments, we started that conversation last
18 month.

19 I know Heather has prepared some work and so I will
20 let you, Heather, take us through the work that we have done
21 since last time.

22 MS. FREEMAN: Okay. So, last month, we briefly
23 discussed some definition updates that we were considering,
24 specifically, in relationship to the dwelling types. I have
25 since then continued to work on those in addition to several
26 others that in the -- I did provide, kind of, a handout that
27 summarizes everything that's in the track changes of the
28 different sections.

29 So the main purpose of updating the Definition
30 Section was to reorganize the dwelling definitions, grouping

1 them together, removing the square footage and density
2 requirements from the definitions themselves and putting those
3 within the districts as needed, and also including some
4 additional new definitions as staff has, you know, used the
5 Zoning Resolution and finding holes here and there.

6 These are just some of the changes that I would like
7 to propose recommending to you, including also revising some
8 of the existing definitions related to "building," "accessory
9 buildings" versus "principal building" versus "use" versus
10 "accessory use" and "conditional use." Also, a couple small
11 changes to the existing definitions of "floor area" and
12 "indoor commercial recreation," and basically renaming the
13 "tree save area" to "tree protection area."

14 So I don't know if you want to -- I am kind of
15 assuming that you have looked over all this prior to tonight.
16 So I can go through every single thing if you want me to.
17 Otherwise, I can just kind of talk in general terms and point
18 out some of the more specific things. Just so you know, too,
19 legal is still, kind of, looking this over and reviewing it,
20 so still might be some additional changes based on their input
21 and, obviously, yours.

22 CHAIRMAN McINTOSH: I think maybe the thing to do
23 then, if we're still waiting legal comment, why don't you just
24 sort of take us through on broad brushes.

25 MS. FREEMAN: Okay.

26 CHAIRMAN McINTOSH: And if anyone has questions, we
27 can kind of pitch them out.

28 MS. FREEMAN: Okay.

29 CHAIRMAN McINTOSH: So we wouldn't be scheduling a
30 public hearing tonight. We will still have some time. And if

1 there might be changes coming at us, then let's not spend a
2 great amount of time on detail.

3 MS. FREEMAN: Okay. So I am not going to go through
4 any of the real specific definitions at this point. Some of
5 the subsequent changes are based on, you know, tweaking some
6 of the definitions. So I don't know if you want to flip
7 through the packet or not. Just a couple -- In Section 6,
8 there are a couple things I am proposing that we change here.
9 On page 6.3, under the Prohibited Uses, when we talk about
10 storage and collection of, like, vehicles and car body parts
11 and those things like that that we prohibit in the township,
12 we currently say that as long as -- that you're allowed to
13 have junk motor vehicles on your property for up to 30 days
14 and then, after 30 days, it just has to be in a place that
15 can't be seen from adjacent properties.

16 I am proposing that we change that and say, after 30
17 days, you have to park that junk motor vehicle in a garage,
18 not just screen it on your property out of sight from your
19 neighbors type of thing. I think there are, you know -- By
20 allowing folks to, basically, fence off their yard and, like,
21 keep all the junk, junk motor vehicles, bus body parts,
22 appliances, stuff like that, if we keep in that provision that
23 allows you to basically screen it from your neighbors and say
24 that that's okay, I think we are enabling someone to, in
25 essence, create a junk yard.

26 So it would be my recommendation that we not allow
27 them just to store their junk motor vehicles behind a fence
28 and, basically, say, if you're going to keep a junk motor
29 vehicle for more than 30 days, you have to park it in your
30 garage, which would cut down, you know, on that if it were to

1 ever become a problem.

2 Any questions on that?

3 MR. PETERSON: I agree. I see that in Ashtabula
4 County all the time, you know. They're everywhere out there.

5 MR. LINGENFELTER: You don't have to drive the
6 Ashtabula to see it.

7 MS. FREEMAN: There are a couple --

8 MR. LINGENFELTER: You can walk right out the side
9 door here and see it.

10 MR. PETERSON: Well, true.

11 MS. FREEMAN: Yeah.

12 MR. SCHINDLER: Plus, there's a house on 84 that --

13 MR. PETERSON: Oh, yeah.

14 MR. SCHINDLER: He's got four or five cars that have
15 been there for Lord knows how long.

16 MS. FREEMAN: Those are problems that have been
17 going on before me.

18 MR. SCHINDLER: Yeah, I know.

19 MS. FREEMAN: And those are ones that I didn't
20 understand coming in, you know, new to the township as to why
21 that has continued to go on. And I'm hoping that, you know,
22 now being a new limited home rule township, we can get a
23 little bit more on the forefront of trying to clean up some of
24 that stuff.

25 MS. GERMOVSEK: So after the 30 days then, what,
26 they get a violation?

27 MS. FREEMAN: Right, right, yeah. If the junk motor
28 vehicle is out in their -- on their property for more than 30
29 days, we typic -- you know, we send a letter to the property
30 owner letting them know that there is a violation of Zoning

1 Resolution and, typically, we give them 30 days then to
2 comply, to find something to do with it, either put it in the
3 garage or get rid of it.

4 MS. GERMOVSEK: Right.

5 MS. FREEMAN: And then if they don't comply within
6 30 days, we will sent another notice, give them another 14
7 days. Then we will send a final notice and, with that final
8 notice, you know, we will threaten legal action. So if
9 they're still not compliant, our legal counsel will send them
10 a letter indicating that, you know, if they don't comply by X
11 date, that they are ready, prepared to file documents in
12 court. So then it could go through a lengthy process that
13 way.

14 There are other ways that the township could, you
15 know, get rid of junk motor vehicles. Per the ORC, there are
16 some nuisance codes and junk motor vehicle res -- you know,
17 codes per the Ohio Revised Code that we could follow. We have
18 not done that in the past but those are things that I want to
19 explore further with our legal. But I think, by having this
20 in here, it kind of contradicts us being able to clean those
21 type of things up by saying put it behind, you know, a fence
22 or somewhere where no one else can see it, then it's okay.

23 I know there are a few properties in Concord that
24 you can't really do anything about because it's screened from
25 neighbors; but if you look at aerial photography and things
26 like that, you can see it all and see all the car body parts
27 whatever, you know, the stuff is, it's there.

28 MS. GERMOVSEK: Those particular properties could
29 remain that way or would they have to then abide by the new --

30 MS. FREEMAN: That's a good question for legal. I'd

1 have to check with them on that. But it would prevent any new
2 from being able to do that for sure.

3 MS. GERMOVSEK: Right.

4 MS. FREEMAN: But far as being able to go
5 retroactive on that, I would have to double check.

6 MR. SCHINDLER: There are a lot of things we can
7 incorporate via the Health Department, too, can't we?

8 MS. FREEMAN: Yeah, the Health Department will help
9 us on that.

10 MR. SCHINDLER: Yeah.

11 MS. FREEMAN: But when speaking with them, they say,
12 if we have codes that align with that, it helps them because
13 then they're, you know, it's they're also in violation of
14 township zoning. So --

15 MR. SCHINDLER: Has the township -- Is there a way
16 that we can physically go in? If this thing goes on and on
17 and on and on, and if the individual maybe is not capable
18 anymore of either doing it or maybe sickness or too elderly,
19 is there a way we can incorporate physically going in there
20 and taking all that stuff out by ourselves?

21 MS. FREEMAN: Yes. That's through the Ohio Revised
22 Code under, I think, it's 505.86 or 87. There's a, there's a
23 process that would allow a community to take that type of
24 action if it got to that point.

25 MR. SCHINDLER: Would that be -- Would we have to
26 incorporate that in there or is it already understood?

27 MS. FREEMAN: No, no, it's separate from the zoning.

28 MR. SCHINDLER: It's separate from zoning.

29 MS. FREEMAN: Yeah, right.

30 MR. SCHINDLER: But we, in our zoning, we would have

1 to be able to refer to that somehow, right?

2 MS. FREEMAN: No, you don't have to refer to it.

3 MR. SCHINDLER: We don't have to?

4 MS. FREEMAN: No. It's a process where the,
5 basically, the Zoning Inspector, in conjunction with maybe the
6 Building Department or the Health Department, could identify a
7 property as being a nuisance or if it met the criteria for
8 having all the junk motor vehicles, there is a process that we
9 follow. The Trustees would have to pass, like, a resolution.
10 You have to give proper notification to the property owners
11 and anybody that has a lien on the property. You have to
12 notify them of the intent to go in and clean the stuff up if
13 they don't do it themselves.

14 So there is this whole process that you would have
15 to follow. And then if it got to the point where you actually
16 went in and cleaned up, then you could certify those costs to
17 the Auditor and put it on their property taxes to be paid
18 back.

19 MR. SCHINDLER: But that would be started here
20 though?

21 MS. FREEMAN: Not in the zoning text, no. Well, I
22 mean, if it was a violation of the zoning, yes.

23 MR. SCHINDLER: Okay.

24 MS. FREEMAN: Yeah.

25 MR. SCHINDLER: So actually --

26 CHAIRMAN McINTOSH: But zoning wouldn't be the lever
27 by which you would ultimately resolve it.

28 MS. FREEMAN: No.

29 CHAIRMAN McINTOSH: You're saying these other health
30 and safety regulations that are state law --

1 MS. FREEMAN: Right.

2 CHAIRMAN McINTOSH: -- versus the township, those
3 supersede.

4 MS. FREEMAN: It's state --

5 CHAIRMAN McINTOSH: First violations would be of the
6 zoning code but, ultimately, the resolution could be using
7 bigger laws.

8 MS. FREEMAN: Right.

9 MR. SCHINDLER: Right.

10 MS. FREEMAN: Yeah.

11 MR. SCHINDLER: But our Zoning Inspector would go
12 out and see this and then it would be instrumental in getting
13 the ball rolling.

14 MS. FREEMAN: Yes.

15 MR. SCHINDLER: Okay.

16 MS. FREEMAN: And then Number 5 under that, I was
17 proposing that we take that out because if, you know, if this
18 provision did actually apply to licensed cars or trucks that
19 you use to and from work, then it wouldn't be, it wouldn't
20 even be classified as a junk motor vehicle. So it doesn't
21 even apply.

22 The other thing on the next page, on Section 6.04,
23 and this kind of came about when we started looking at
24 defining, you know, the "single-family dwelling" and we talked
25 about private streets and the condominium developments and,
26 you know, talking about the R-3, all those dwellings or
27 houses, you know, sit on one big -- it's not a lot because
28 there's lots of homes on that lot. It's basically just a
29 large track of land that we're going to call, like, this
30 project area.

1 But we've got this Section 6.04 that allows, in any
2 resident, basically, in any residential district, if you
3 can -- if you have a lot, say you have a 2 acre lot in the R-1
4 and you want to put two houses on there, you could if you
5 could prove to the township that you could subdivide the lot
6 into two conforming lots if you promise not to do something
7 that's going to make both houses not in compliance with the
8 setbacks.

9 So, for me, this is like you can't really enforce
10 this. And if you can already prove that you can put two
11 houses on one lot, why can't you just subdivide it then and do
12 two individual lots with one house on each lot?

13 MS. GERMOVSEK: So you would have to do a lot split?

14 MS. FREEMAN: Yeah.

15 CHAIRMAN McINTOSH: Just out of curiosity, because I
16 am noticing that all four of these subdivisions of this
17 section were from 1964.

18 MS. FREEMAN: Yeah.

19 CHAIRMAN McINTOSH: However, we amended Section A in
20 2015.

21 MS. FREEMAN: Section what?

22 CHAIRMAN McINTOSH: Section A was amended in 2015.

23 MS. FREEMAN: Uh-huh.

24 CHAIRMAN McINTOSH: Any idea what the amendment was?

25 MS. FREEMAN: We changed it from -- I think it was
26 just principal building on the lot, so there really was no
27 limit. You could do multiple, like --

28 CHAIRMAN McINTOSH: I agree with you.

29 MS. FREEMAN: Basically, it was a roundabout way of
30 doing a condominium development in the R-1. That's how,

1 that's how you got -- what is, what's the one development?
2 The Hill -- or Highlands, Concord Highlands, Highlands of
3 Concord off of Morley, is that what it is? Yeah, Highlands of
4 Concord.

5 MS. GERMOVSEK: Yes, oh, right at the top of
6 Knightsbridge there?

7 MS. FREEMAN: Yeah.

8 MS. GERMOVSEK: Yes.

9 MS. FREEMAN: So that's R-1 and they're condos
10 because they, at one point, showed a plan that they could
11 subdivide it all into individual lots and they slapped all the
12 homes on there and built a private street. But, to me, that's
13 kind of getting around, you know, our R-3 Development District
14 standards where, in the R-3, we have talked ad nauseum
15 tonight, you have to do condo stuff.

16 CHAIRMAN McINTOSH: Right.

17 MS. FREEMAN: You can, in essence, you can do six
18 freestanding houses on one acre.

19 CHAIRMAN McINTOSH: Right. I, in principal, I agree
20 with what you are seeing here. I mean, I'm looking at these
21 and I'm reading through them and they seem like they're -- I
22 don't know, 1964, the township was different then. We are
23 trying to get to now the conversation we had the started the
24 meeting. Frankly, you know, trying to sit there and say,
25 well, rather than prove you can, you're right, subdivide the
26 lot and go through the process and get it properly rather than
27 just, okay, we'll leave it unchanged. I mean, I get it. It
28 doesn't make sense.

29 MS. FREEMAN: Well, I know like even just reading,
30 like, Section 15 that talks about like our R-1 and R-4,

1 currently, there is nothing in there that even says you can
2 only have one house per lot. So I wanted to tighten that up
3 and make it clear that, when you have a -- when you're in the
4 R-1, the R-4, the R-6, the R-8, which are standard, you know,
5 single-family or you can do the duplex, that you're allowed to
6 have one dwelling on there. Whether or not it be a single-
7 family dwelling or the duplex dwelling that has two dwelling
8 units it in, you're allowed to have one dwelling per lot
9 because that's the intent of the regulation was that but it
10 was never specified.

11 So like, so like in Knightsbridge, they have --
12 What's your minimum lot size over there?

13 MR. REPERT: Single lot size?

14 MS. FREEMAN: Yeah.

15 MR. REPERT: One and a half, maybe two.

16 MS. FREEMAN: So they all have two acres over there.
17 The way the zoning is written right now, they could put
18 another house on that two acre lot because we don't say they
19 can't. We just say that the minimum lot size for, in the R-4
20 or the R-1, is the 22,000 square feet or the one acre if you
21 don't have -- or if you are in the R-4, the one acre or the
22 two acre for the duplex.

23 So I wanted to, kind of, tighten that up on being
24 clear that, in those single-family districts, you are allowed
25 to have one principle building on the lot unless you are going
26 to do a PUD or the RC -- or the R-3 where you can get more
27 creative with that and do the, you can do the condominium
28 developments or you can do the fee simple.

29 Now, this is, like I said, legal is still looking at
30 this, too, so I don't know what they think about that.

1 Okay. Another small change under Section 11, which
2 is the Zoning Permit Section where we specify when folks need
3 to come and get a zoning permit. This actually just kind of
4 came up in a BZA case where I had cited somebody because one
5 of the tenants didn't come in and get a zoning permit for
6 occupying a new, like, a vacant space within the building.
7 And while they were -- They had mentioned during this public
8 hearing, well, the building is not vacant, the unit within the
9 building was unoccupied.

10 So in an effort to capture that, I'm thinking that
11 we need to change it to state that any change in occupancy of
12 a nonresidential building or unit within a nonresidential has
13 to come in and get a zoning permit, just so we're covered
14 whether it be the building itself or a unit within that
15 building.

16 MR. SCHINDLER: Took care of a loophole.

17 MS. FREEMAN: Yeah. Then moving on to Section 13
18 under the -- Did I not print those? Oh, okay. No, I am good.
19 So under Section 13, the Innovative Site Plan Development,
20 conditional use option for the Town Center area over where the
21 Capital District is, well, and actually some of this goes back
22 to updating some definitions in Section 5, but I am proposing
23 to change a couple uses in the Table of Uses. Some of them
24 have to do with the dwellings based on how we're now defining
25 the "townhouse" dwelling, whether it should be "row" or
26 "townhouse" dwellings.

27 And we talked about this, not this past summer but
28 the summer before, about getting rid of the live/work units
29 within the Planned -- within the Innovative Site because those
30 really aren't desirable. So rather than allowing live/work

1 units, I would like to call out "dwelling units located above
2 first floor commercial."

3 And then there was some changing on just
4 terminology, basically, on "government facilities." Rather
5 than calling it "government facilities" and then also listing
6 "police and fire" or "U.S. Postal Service," I had proposed a
7 revised definition for "government and public uses" that would
8 actually capture, you know, police and fire, any kind of, you
9 know, township cemetery or town hall, you know, administrative
10 buildings or the Postal Service under one use. So that's kind
11 of what I am proposing here and also within Section 22, that
12 Table of Uses for the Commercial and Industrial Districts.

13 MS. GERMOVSEK: So then you define "public uses" in
14 the definition?

15 MS. FREEMAN: "Government and public use" as one
16 definition, yeah. It's a new definition in Section 5.02,
17 yeah, that's in there. I kind of skipped over that a little
18 bit at the beginning.

19 But then also in Section -- the same Section 13.36,
20 just some other housekeeping changes referencing the different
21 dwellings.

22 Then under the Residential District Section, these
23 small changes under the Table of Uses really reflect just
24 housekeeping on the terms that we were trying to define
25 related to different dwelling types, and then also the change
26 that I just indicated as far as "government and public uses"
27 versus listing "fire station," "cemetery" and "township hall"
28 as separate uses.

29 And then under that Site Development Standards, this
30 is where I was proposing that we make it clear that only one

1 dwelling can be constructed on a lot in the R-1, R-4, R-6, and
2 R-8 Districts.

3 One other new definition that I was proposing was
4 actually defining "project area." And you will see in
5 Section 15 how that would, you know, when we're talking about
6 the R-3, rather than calling it a "development area," we would
7 call it a "project area." Now we have an actual definition of
8 what that would be, whereas, before we did not define, you
9 know, "development area." Let me flip to it real quick.

10 So "project boundary" is the boundary defining the
11 tract of land which is included in a proposed development to
12 meet the minimum required project area for a planned
13 residential development or for a multi-family development.
14 The project boundary shall also mean development boundary.

15 And then the other minor changes under the R-3
16 really have to do with just the change in the definition and
17 putting the density requirements within that section rather
18 than in the definition.

19 One other small change under Private Streets, I was
20 proposing that, when they do put the private street name up
21 there, they require the street sign to actually indicate that
22 the street is private so anybody moving -- driving in there
23 knows that it's a private street, anybody maybe looking to
24 purchase a home in there knows it's a private street. And
25 this was brought up by one of the Trustees that he would like
26 to see that on private road street signs, a small indication
27 that the street is private.

28 Oh, under -- Then when you get to the Planned Unit
29 Development, the R-2, which is basically Quail Hollow and
30 Summerwood, those are the only two developments we have right

1 now, Permitted Uses, based on, you know, right now in that
2 district we allow detached single-family dwellings and
3 attached single-family dwellings. The current definition of
4 "attached single-family dwelling" is a building between two
5 and eight dwelling units. Okay? So -- But we already define
6 a two-family dwelling as a building that has two individual
7 dwelling units, so two separate households, one building.

8 So if we're trying to fix the definitions so they
9 can be used in any district should we ever want to change
10 that, we needed to change the definition of "attached single-
11 family dwelling," in my opinion, to be between the three and
12 eight units. And if we do that then, in essence, if we still
13 want to allow two attached units within a PUD, then we would,
14 in essence, have to allow them to have two-family dwellings,
15 the duplex type dwellings.

16 And there is also tons of what we define as single-
17 family cluster dwellings, which are basically the freestanding
18 homes that don't have, like, required setbacks from, like,
19 property lines, like yards, side yards like you do on your
20 individual lots, but rather they are separated by this common
21 open space which is more of like an R-3 development that
22 forces you to do a condo.

23 So I was suggesting that we actually list what's
24 already out there, what's allowed, because in the past we have
25 considered, in the PUD, we've -- single-family, single-family
26 dwellings have also been condo dwellings but we regulate them
27 differently, like, in the R-3.

28 So if we are going to take a good look at fee simple
29 versus condo and try to do housekeeping on our definitions, it
30 needs to carry through everywhere in the township. So that's

1 why I am proposing that we change this to actually state that
2 they can have a single-family cluster dwelling there and, if
3 they choose that, it is going to end up being a condo
4 development, you know. Or if they're going to do detached
5 single-family dwellings, they're going to be on lots.

6 Unless we want to make some other change, like what
7 Mr. Novak was indicating tonight, you know, or allowing the
8 single-family dwellings on a lot with no public street there.
9 That's a totally different thing that's not even in here, so
10 we'd have to see if that was something that we wanted to
11 allow, how that might affect what I have in front of you this
12 evening. There could be some small changes based on that.

13 Other changes in this section relate to referencing
14 "project area" versus "development area" and just some
15 housekeeping, you know, items on here related to different
16 terms and making sure the terminology is the same and
17 consistent throughout.

18 Specifically, in this PUD, for whatever reason -- I
19 am not sure -- we've listed dwelling unit type as an apartment
20 and we have, like, minimum parking and all kinds of things for
21 that but we don't even list "apartment" as a permitted use.
22 So that's why I am proposing that we strike that out, because
23 "apartment" is not even a permitted dwelling type that is
24 allowed in that district.

25 Under the Commercial and Industrial Section 22, the
26 Table of Uses, I was considering that we expand within the
27 Research and Limited Industrial District, the RD-2, some of
28 the uses that are typically found within, like, a light
29 manufacturing/research area, consider adding like an
30 automotive repair to that, wholesale business, warehouse

1 facilities. Those uses would likely want to locate within
2 that development in that district should we ever get any kind
3 of, you know, multi-tenant, like, flex space type buildings
4 built back there. Right now, all we have is single users but
5 long run there could be somebody that wants to put in
6 something where they could have additional tenants that might
7 be doing one of these type of businesses that I think we
8 should consider adding.

9 And then the other changes in the Table of Uses are
10 related to defining "government and public uses" and then
11 eliminating, under the Innovative Site PD, these "townhouses"
12 and "live/work units" from this table and just keeping those
13 in Section 13.36.

14 The other change in the Parking really have to do
15 with the terminology, the updates on the dwelling types.

16 One other thing, though, I did want to clarify,
17 under 29.07, the Access Drive regulations. I wanted to make
18 it clear to, you know, developers that the access drives that
19 are part of the parking lot for a new commercial or industrial
20 development, they also have to comply with the parking lot
21 setbacks. I thought it was pretty clear already based on the
22 definition of "parking lot," which includes the access drives,
23 but I've been asked that question. So I figured let's just
24 put it in there so there is no question anymore.

25 One thing that I -- Also, another clarification has
26 to do with the parking of recreational vehicles in the
27 residential districts. And I think this is, when we updated
28 this the last time, it might have been an oversight by me that
29 we dropped the word "trailer" as well. So, right now, we're
30 talking about recreational vehicles, which we define, that

1 don't include like a trailer, maybe like a box trailer or a
2 landscape trailer or a trailer that you might use to pull like
3 a boat or something like that.

4 I want to make it clear that those type, those
5 trailers also have to comply with these parking, you know,
6 requirements when it comes to recreational vehicles. So if
7 you have that trailer or recreational vehicle, it has to be
8 parked or stored on an improved surface, behind the building
9 setback.

10 And, also, one thing that I find that previous
11 zoning inspectors have not enforced has been like the
12 screening of a recreational vehicle if it's parked on your
13 property. So if your house is set 100 feet back from the road
14 and the minimum setback is 50 feet, you're technically allowed
15 to park it in your driveway then because you're going to be
16 back behind the building setback, behind the 50 feet. But
17 then there is a provision that requires you to screen it. How
18 are you -- I don't -- You are really not going to be able to
19 screen that.

20 CHAIRMAN McINTOSH: Just out in the drive, you can't
21 screen it.

22 MS. FREEMAN: Yeah. So I am proposing that maybe we
23 take out the requirement of screening because if we limit --
24 If you have less than one acre, you are only allowed to have
25 one parked on your property. It has to be on a paved surface,
26 has to be beside your house if you are at the minimum building
27 setback or, you know, on your driveway. So for enforcement
28 purposes and how this is has actually been enforced over the
29 years, I am considering that we take out that screening
30 requirement.

1 CHAIRMAN McINTOSH: Not enforcing screening because
2 it's not practical to do so.

3 MS. FREEMAN: I think so. I think that's been the
4 case. And a lot of these, like, homeowner associations that
5 are a little bit more stringent, they probably don't even
6 allow these within their developments anyway. So their rules
7 have much stronger than even probably this. Sometimes we get
8 a lot of complaints about, like, houses maybe outside of
9 subdivisions that have large lots and they have one boat
10 parked on their property and it's parked on a paved surface,
11 parked way back, but in the fall the leaves come off the trees
12 and now the neighbor can see it.

13 MR. LINGENFELTER: It's exposed.

14 MS. FREEMAN: Yeah. So I don't know. I don't know
15 if you guys have --

16 CHAIRMAN McINTOSH: We pulled the screening of the
17 jalopies out.

18 MS. FREEMAN: What's that?

19 CHAIRMAN McINTOSH: The junk vehicles, we kind of
20 talked about taking the screening out of that. So --

21 MS. FREEMAN: And making you put them in a garage.

22 CHAIRMAN McINTOSH: Right. The other side of it is,
23 I mean, if these things are so -- What's the standard of
24 screening?

25 MR. PETERSON: Yeah.

26 CHAIRMAN McINTOSH: I mean, it's just another thing
27 to upkeep. I guess I see your thinking. I mean, I'm fine if
28 we don't follow it if it's, like you said, on a paved and
29 it's --

30 MR. PETERSON: Yeah. Some screening might look

1 worse than the vehicle.

2 CHAIRMAN McINTOSH: Right.

3 MS. FREEMAN: Right, because then you get asked,
4 "Well, what can I do? Can I put up a fence?"

5 MS. GERMOVSEK: Is screening a tarp?

6 MS. FREEMAN: Exactly, yeah. I don't know. We
7 don't define that screening either, so there is some --

8 MR. LINGENFELTER: It depends on if you're living
9 next door to it.

10 CHAIRMAN McINTOSH: Right.

11 MS. FREEMAN: What's that?

12 MR. LINGENFELTER: I said, it depends on if you are
13 living next door to it.

14 MS. FREEMAN: Right. Yeah, it says "screening by
15 use of walls, fencing, natural screening." So, I mean, you
16 can't screen a motor home with a fence because we have a fence
17 height restriction of eight feet. So --

18 CHAIRMAN McINTOSH: It's probably worse sticking out
19 from the top of a fence.

20 MR. PETERSON: Yeah.

21 MS. FREEMAN: Something to chew on.

22 One other thing that came up in the last page of
23 Section 29 is parking of, like, construction equipment and
24 vehicles in residential areas. So you might have a neighbor
25 that's going to build a pool and they rent a mini excavator
26 and it's sitting on their, you know, on their driveway. So
27 someone calls the Zoning Office and says may, "Hey, my
28 neighbor has construction equipment." You know, right now,
29 under Section 6, we state that you can't have that parked on
30 your property at all, which really, realistically, can't

1 happen. You know, if you are actually doing a project, you
2 might need to have that construction equipment or vehicle
3 there on your property for some amount of time.

4 So what I am proposing is allowing you to have it
5 for no more than 30 days on your property in a residential
6 lot. So if you rent the mini excavator, you start digging,
7 then you have bad weather, you have to wait a couple weeks,
8 you know, you're not in violation, you know. And if the
9 neighbors call and complain to the Zoning Office, we can say,
10 "Oh, well, they have 30 days."

11 We were getting some complaints about there is a
12 mini excavator right now parked in a development where there
13 is nothing going on. We know who the owner is. We have
14 contacted them and said, "Hey, you know, we've had complaints.
15 Can you get it out of there?"

16 "Oh, well, I'm going to be doing some work on the
17 neighbor property. Tell me what I am in violation of."

18 So we didn't have a black and white regulation on
19 there because the one we state says you can't even have it
20 there at all, which realistically we couldn't go around
21 enforcing that, you know. But with this, you know, we could.
22 We could, at least, say, "Hey, we saw it on November 29th.
23 Now it's December 29th, it's still there. Now you are in
24 violation."

25 MR. LINGENFELTER: Do you think 30 days is enough?

26 MS. FREEMAN: I think so. I mean, what kind of
27 project would you be doing?

28 MS. GERMOVSEK: If they're active --

29 MS. FREEMAN: Yeah, I mean --

30 MS. GERMOVSEK: I mean, a pool, like you say,

1 weather, weather permitting.

2 CHAIRMAN McINTOSH: Even then, I could see, I could
3 see, in some extreme cases, it not being enough. But I guess
4 my question is, what's your provision if we need enforcement
5 and someone is like, "Look, it got stopped for weather
6 problems and some contractor got backed up and it took them 45
7 to 60 days to get back on schedule"? I mean --

8 MS. FREEMAN: Well --

9 CHAIRMAN McINTOSH: But it's their -- It's sitting
10 there not being used. It's sort of their problem. I guess,
11 my thought is, go with the 30, let someone come in with a
12 reasonable appeal and use your discretion.

13 MS. FREEMAN: And as I described our violation
14 process, it's pretty slow. So by the time I give them a
15 30-day notice, another 14 day and 14 day, it's going to be
16 gone.

17 CHAIRMAN McINTOSH: Are they really going to leave a
18 valuable asset just sitting there not being productive for
19 more than 30 days?

20 MR. PETERSON: Probably not.

21 CHAIRMAN McINTOSH: They're going to need to use it
22 on another job or come get it or get the job done and move on,
23 not, you know --

24 MS. FREEMAN: And it's not like we're going out
25 looking for these things.

26 CHAIRMAN McINTOSH: Right.

27 MS. GERMOVSEK: This would be on a complaint basis.

28 MR. LINGENFELTER: Maybe you should be.

29 MS. FREEMAN: Well, we are in some respects, but --

30 MR. LINGENFELTER: I am just kidding.

1 MS. FREEMAN: No.

2 MR. SCHINDLER: If they try to put it out of sight
3 maybe because I know, at the end of our street this past
4 winter, the neighbor at the end of the street was doing work
5 in his back yard and he had a small one that was in the --
6 over to the side of the house quite a few weeks.

7 MS. FREEMAN: Yeah.

8 MR. SCHINDLER: I think it was basically because of
9 the weather.

10 MS. FREEMAN: Yeah.

11 MR. SCHINDLER: They stopped the project. He
12 started it and they couldn't get any farther and it was
13 sitting there for a long time on Button Road. Your complaint
14 wasn't on Button Road, was it?

15 MS. FREEMAN: No.

16 MR. SCHINDLER: But it was a small unit, the little
17 ones that they --

18 MS. FREEMAN: Yeah. Oh, I think I know what house
19 you're talking about.

20 MR. SCHINDLER: Yeah, it was like a toy really. I
21 mean, it was there. It was towards the front of the house for
22 the longest time.

23 MR. LINGENFELTER: If they had just invited you over
24 to play on it a little bit, you would have been fine with it.

25 MR. SCHINDLER: No, but I was just wondering because
26 they could have put it back a little farther and I think it
27 would have been fine because they had high bushes and stuff
28 that would, you know --

29 MR. LINGENFELTER: Screening.

30 MR. SCHINDLER: Screening, yeah. I was just

1 curious. It is not there anymore but --

2 MS. FREEMAN: Okay.

3 MR. SCHINDLER: But Morgan is right. Usually, when
4 they have equipment like that, they have to be using it, they
5 want to use it, you know.

6 MS. FREEMAN: They don't want to keep it there but
7 in the rare case that someone --

8 MR. SCHINDLER: Right.

9 MS. FREEMAN: -- is just going to park it there and
10 leave it there, like --

11 MR. SCHINDLER: But you can rent those things
12 though, that's the thing.

13 MS. FREEMAN: Yeah.

14 CHAIRMAN McINTOSH: Well, yeah, but, again, you're
15 paying per day. Who is going to let it sit there and pay for
16 30 days of use? I mean, they're going to send it back if it's
17 going to be that long.

18 MR. SCHINDLER: Plus -- yeah, yeah.

19 MS. FREEMAN: On day 31, it goes away and then comes
20 back on day 32, it's a whole new 30 days.

21 MR. SCHINDLER: A whole new -- The clock starts all
22 over again.

23 MS. FREEMAN: You can't really get around that one.

24 MR. SCHINDLER: Yeah, it's difficult.

25 MS. FREEMAN: Okay, sorry.

26 MR. LINGENFELTER: Oh, signs, signs.

27 MS. FREEMAN: Yeah, sorry. This is -- Okay, signs,
28 I have a little spin-off on the signs, too, but in front of
29 you there was -- We kind of had an error on the numbering or I
30 should say the lettering under 30.03, under the General

1 Computations. We had inadvertently a Section C here which
2 then we repeated.

3 MR. LINGENFELTER: Uh-oh.

4 MS. FREEMAN: Like F was in here twice, I think.

5 MR. LINGENFELTER: Uh-oh.

6 MS. FREEMAN: Yeah. So we need to fix that
7 lettering. So that's that first part of that.

8 And then under the 30.04, the tables, these are just
9 housekeeping based on our new defined terms related to the
10 dwelling types.

11 But I did want to discuss a little bit further with
12 you the potential or the likelihood of maybe amending our sign
13 heights on Crile Road or within our business districts.

14 MR. LINGENFELTER: I think that Verizon sign is
15 redundant. I don't think it's that bad but --

16 CHAIRMAN McINTOSH: It's not literature yet.

17 MR. LINGENFELTER: But it's just like, why? Why?

18 MS. FREEMAN: It's almost the same height as their
19 building. When you're coming south on Crile --

20 MR. LINGENFELTER: Right. And it's right -- They've
21 got the huge Verizon sign on the front of the building. They
22 got the huge building light Verizon sign on the side of the
23 building. They've got the huge Verizon sign on the other side
24 of the building. And then 30 feet away, they've got a --

25 MS. FREEMAN: A 30-foot pole sign.

26 MR. LINGENFELTER: -- pole sign. It's like, what
27 are you advertising? I mean, my question isn't about the
28 aesthetics of it. It's the question of why? Why do you even
29 need that? There is no need for that pole sign. You can see
30 the Verizon sign on the side of the building from 44.

1 CHAIRMAN McINTOSH: For miles, yeah.

2 MR. LINGENFELTER: Okay? So that pole sign, to me,
3 is useless. I mean, it doesn't, it doesn't help them
4 advertising their situation.

5 MS. FREEMAN: Right.

6 MR. LINGENFELTER: Now, if they didn't have any
7 signage on the building, then I could say, "Okay, I get it."
8 But, I mean, you've got two, three, huge neon white Verizon
9 signs on all three sides of the building that are facing
10 traffic directions. I mean, that pole sign is -- And it's not
11 like it's way removed away, like it's out on 44 or 90 --

12 MS. FREEMAN: Right.

13 MR. LINGENFELTER: -- you know, where you can see it
14 and go, "Oh, there is a Verizon store here. I've got to get
15 off." I mean, it's right next to the building, literally.
16 It's within, what, 30 feet, 40 feet from the building, if
17 that. It's kind of silly.

18 MS. FREEMAN: I know.

19 MR. LINGENFELTER: It doesn't make any sense to me.

20 MS. FREEMAN: I can't answer as to the why. I just
21 knew that they were adamant and it definitely -- and it met
22 all of our requirements.

23 MS. GERMOVSEK: Is this the bonus part for the
24 corner lot?

25 MS. FREEMAN: Yes.

26 MS. GERMOVSEK: That they got the big sign?

27 MS. FREEMAN: So if you are a corner lot in a
28 commercial district, you can either put, you know, one sign
29 your one street and another sign on your secondary street or
30 you can combine it and put it at the corner, which is what

1 Verizon did. And if you can combine it and put it at the
2 corner, you're allowed to, like, add up, like, the square
3 footages, not to like -- not like a 200 percent or anything
4 like that but you're allowed to compound the square footages,
5 so you're going to exceed your -- what we refer to as our
6 basic allowance.

7 So they were able to do 120 square feet sign face
8 area, that's on each side. So it's 20 feet long by 6 feet
9 tall and then it's on -- the pole is 24 feet tall, so to the
10 top, 30 feet.

11 MS. GERMOVSEK: Is it taller than the building
12 because it looks like it is?

13 MS. FREEMAN: Yeah, hold on. I took a couple
14 pictures. It's slightly taller.

15 MR. LINGENFELTER: Yeah, not much.

16 MS. FREEMAN: But you can't tell when you are
17 driving by.

18 MR. LINGENFELTER: No.

19 MS. FREEMAN: So this is -- I was parked at Crile
20 Crossing.

21 MS. GERMOVSEK: Oh, this picture, yeah, doesn't look
22 like it is.

23 MS. FREEMAN: Yeah. I was parked over by Crile
24 Crossing. It was kind of snowing.

25 CHAIRMAN McINTOSH: But you are shooting uphill from
26 there.

27 MS. GERMOVSEK: Yeah.

28 MR. LINGENFELTER: So, what, you are you in the
29 parking lot of Burgers 2 Beer?

30 MS. FREEMAN: I was right by Chipotle.

1 MR. LINGENFELTER: Oh, by Chipotle, okay, yeah.

2 MS. FREEMAN: Yeah, I was parked, like, pulling out
3 of the spots right there.

4 CHAIRMAN McINTOSH: It's obnoxious though.

5 MS. FREEMAN: But, yeah, that's 30 feet tall. And,
6 like, those Crile Crossing monument signs --

7 MR. LINGENFELTER: That doesn't, I mean, when I --
8 The night that you mentioned it, I drove, specifically left
9 and --

10 MS. GERMOVSEK: We must have all did.

11 MR. LINGENFELTER: We all drove over past to see
12 what and I couldn't see it because it wasn't lit, so it was
13 really hard to even -- because it was dark and, you know.

14 MR. SCHINDLER: Yeah.

15 MR. LINGENFELTER: It was kind of sitting out away
16 from the building. But, really, when I got right up on top of
17 it, it was like, I don't think it's that bad. I thought it
18 was really going to be obnoxious. I just, I just question why
19 they have -- why they need it. I don't understand why they
20 have to have it.

21 If we could put together regulations that would
22 limit, you know, I mean, I could see getting -- I could see
23 putting a sign on a pole if you didn't have any signage on
24 your building; but when they've got the signage on the
25 building that they have, there is no need for that pole sign.
26 It's just, to me, it's a waste and there is no need for it.

27 MS. FREEMAN: So I put together, like, a quick
28 little two-sided page there that if you want to pass one over.

29 MR. LINGENFELTER: Oh, you expect me to share these
30 now?

1 MS. FREEMAN: Share one with Frank, yeah. I will
2 take them back.

3 MR. SCHINDLER: There's some more here, yeah.

4 MS. FREEMAN: So the back side, actually, with the
5 shorter table, these are recent permits, sign permits that we
6 issued, and you're probably pretty familiar with most of them.
7 Just to kind of show you what we've approved of late since
8 we've basically updated the sign Resolution in 2014.

9 So it's Crile Crossing, all of their monument signs,
10 they are about 10 and a half feet tall. Concord Manor, that's
11 over by, you know, Old Johnnycake. They just recently put up
12 some new freestanding signs. They look pretty nice. The one
13 kind of at the corner is about seven feet tall. Holly's
14 Hearing Aide, they were going to do a monument sign and it was
15 proposed to be 5 and a half feet tall; however, they got
16 turned down from the BZA because they already had too many
17 signs, but I still put it on the table because it was showing
18 you, like, you know, the size that they were looking at. And
19 there's also square footage here you can look at.

20 Verizon, 30 feet. Drug Mart, they were 15 feet, 5
21 inches tall, 115 square feet. The Vista Springs over there on
22 Auburn Road, their sign, kind of, at the corner there, their
23 EMC, is 10 feet, 6 inches tall. Concord Village, which is on
24 Capital Parkway, their sign is 5 feet tall. And the Auburn
25 Career Center, they have not installed the sign yet but they
26 have proposed an 8 foot high sign for their campus over there.

27 And then on the back side of this, this, Kathy must
28 have put this together when she was still here but showing you
29 some of the heights and square footage of a lot of the other
30 properties in Concord Township.

1 And I just brought this for reference. Looking at
2 who currently has 30 foot signs, I mean, we're looking at
3 McDonald's, BP, University Hospital, I mean, Lake Health has
4 got one that's 25 feet tall. Baymont, they must have taken
5 theirs down.

6 MR. PETERSON: That's Comfort Inn now, right?

7 MS. FREEMAN: Right. And they don't have a pole
8 sign anymore.

9 CHAIRMAN McINTOSH: Well, the building is pretty
10 tall.

11 MS. FREEMAN: Right.

12 CHAIRMAN McINTOSH: They're not going to look as --

13 MS. FREEMAN: Yeah. And then even the Scafco one,
14 the 24 foot tall one, that one came down, thank goodness, when
15 they built Crile Crossing.

16 So I am not sure how this Board feels about, you
17 know, pole signs or, you know, now that we have seen, kind of,
18 what can be built with our new sign code as to whether or not
19 we want to maybe make some modifications to it.

20 MR. LINGENFELTER: I think, to me, for the Verizon
21 example, because it's the newest and the freshest and the more
22 egregious --

23 MS. FREEMAN: Yeah.

24 MR. LINGENFELTER: -- of, you know, sign abuse, is
25 maybe just make a square footage -- you can have so many
26 square foot of signage, period. And, that way, they look at
27 that, they put those signs on the building and they would be,
28 ah, you used up all your square footage on your building.

29 CHAIRMAN McINTOSH: Well, they would have to make a
30 choice.

1 MR. LINGENFELTER: Yeah.

2 CHAIRMAN McINTOSH: You either put the pole sign up
3 or the building sign.

4 MR. LINGENFELTER: Yeah. You get, maybe if we just
5 make it a -- Instead of screwing around with a fancy
6 calculator, just say you've got X number of square feet for
7 signage.

8 MR. PETERSON: We do have that, don't we?

9 MS. FREEMAN: Well, we already have that but it's
10 separate.

11 MR. PETERSON: It's in there now. We were on that
12 sign committee, Frank, remember?

13 MR. SCHINDLER: Yeah.

14 MR. PETERSON: And all of them had square footage.

15 MR. SCHINDLER: Yeah.

16 MS. FREEMAN: It's all based -- Yeah, right now,
17 most communities do regulate wall signage separately than
18 freestanding. So I would say that we still need to regulate
19 them separately. What I would be recommending is that maybe
20 we look at reducing the height of signs that are permitted,
21 freestanding signs permitted in our commercial districts. I
22 would say height, not just square footage, and the fact that
23 you still might get a, you know, 24 foot pole with some
24 smaller sign on top.

25 CHAIRMAN McINTOSH: Right. I think if you make
26 that -- If that's sign was smaller, it would be as --

27 MS. FREEMAN: Yeah.

28 CHAIRMAN McINTOSH: It's a combination of its size
29 and the height.

30 MS. FREEMAN: Yeah, yeah.

1 MR. LINGENFELTER: Yeah, I think that, well, it
2 depends on where you're at because there's some -- You know,
3 you've got different elevations and depending on where the
4 building is at, you know, I mean, they could in a swale or in
5 a little bit of an area that's lower. And so if you put a
6 limit on the height, you know, then they put -- like, if you
7 lowered the height, then they put a pole sign up, you still
8 can't see it.

9 CHAIRMAN McINTOSH: And that's part of the problem,
10 I think, with Verizon is because, if you look at Chipotle,
11 which is just to the north of that building, it's a
12 substantial elevation difference between the --

13 MR. LINGENFELTER: Yeah, there is a big elevation, I
14 mean, there's an elevation difference there.

15 CHAIRMAN McINTOSH: It's at the maximum height, 30,
16 and it's got 5 feet over things that are a couple hundred
17 yards to the south.

18 MR. LINGENFELTER: Right.

19 CHAIRMAN McINTOSH: So when you are coming, when
20 you're heading southbound, it sort of towers a bit more.

21 MR. LINGENFELTER: If you look, I mean, from Girdled
22 Road to Auburn Road --

23 CHAIRMAN McINTOSH: Yeah, yeah.

24 MR. LINGENFELTER: -- is, pretty much, a steady
25 downgrade all the way to the light there.

26 CHAIRMAN McINTOSH: Well, once you hit Capital, it
27 goes downhill all the way to 44.

28 MR. LINGENFELTER: Right. So --

29 CHAIRMAN McINTOSH: But that makes it worse, agreed.

30 MR. LINGENFELTER: So that, to me, that, so --

1 CHAIRMAN McINTOSH: But I don't know how you
2 regulate that.

3 MR. LINGENFELTER: Right.

4 CHAIRMAN McINTOSH: We're going to start having
5 formulas with slope and all kinds --

6 MR. LINGENFELTER: Yeah.

7 CHAIRMAN McINTOSH: I mean, that's just madness.

8 MR. LINGENFELTER: I am saying if you put, if you
9 put -- if you really lower the height, I mean, like
10 dramatically lower the height, then you, pretty much, can take
11 out any pole signage that somebody might be able to use
12 because it would be, it would be ineffective anyway. You
13 know, I mean, it could be.

14 MS. FREEMAN: The alternative would be, I am
15 wondering if we could just flat out prohibit pole signs.

16 MR. SCHINDLER: You could --

17 MR. LINGENFELTER: That, to me, would be even
18 better, you know.

19 MS. FREEMAN: There's a separate handout here.

20 MR. SCHINDLER: You could put in there a line of
21 sight driving a 1932 Cadillac. Then that's, when you have to
22 do the calculations sitting in a car, in that car goes with
23 the lay of the land, you know?

24 MR. LINGENFELTER: That's right.

25 MR. SCHINDLER: Then you wouldn't be --

26 MR. LINGENFELTER: Floating on a cloud.

27 MR. SCHINDLER: How about that? Boy, that would be
28 something, right? Who the heck put this regulation in here?

29 MR. LINGENFELTER: Well, yeah, you know --

30 Yeah, one too many. I am sorry.

1 Yeah, I don't know. I think that, yeah, give them
2 an inch and they'll take a mile every time. That's always --

3 MS. FREEMAN: But even, you know --

4 MR. SCHINDLER: The only other thing --

5 MS. FREEMAN: The other developments on Crile, they
6 didn't opt for a pole sign.

7 CHAIRMAN McINTOSH: No. Those signs at Crile
8 Crossing are very nice.

9 MS. FREEMAN: They're nice. They're a little
10 cluttery with all the different names on there but they look
11 nice.

12 CHAIRMAN McINTOSH: Yeah.

13 MS. FREEMAN: They match the development.

14 MR. LINGENFELTER: Now, are those technically
15 considered monument signs?

16 MS. FREEMAN: Well, we define them as a freestanding
17 sign.

18 MR. LINGENFELTER: Freestanding, okay.

19 MS. FREEMAN: We have kind of a generic definition
20 that they all fall under a freestanding sign.

21 So what I just handed you would be what I would
22 maybe consider proposing to you guys or what I am proposing to
23 you guys as far as if we wanted to make a change, a quick
24 change to the sign requirements. We could add a new
25 definition to Section 30.02(A) and identify what a pole sign
26 would be: A sign supported by and placed upon a visible pole
27 or standard.

28 Then under Section 30.05(D) where we regulate
29 freestanding signs, we could add these new sections Numbers 1
30 and 2, which states that "Freestanding signs shall not have

1 gaps, cut-outs, or penetrations but instead should be solid
2 face or area without openings. Freestanding signs that
3 require internal support members or posts shall not have them
4 exposed or visible whatsoever from the internal -- from the
5 external view at a height greater than two feet above grade."

6 So what that would probably -- What that would
7 prevent would be this. (Showing picture.) Those posts that
8 the sign is sitting on and the sign face, those posts would,
9 if we adapted that, you cannot see more than two feet of that
10 from grade up. So we could eliminate that kind of sign ever
11 coming back to Crile Road, which that one is still there.

12 But then in addition to that, we should clarify that
13 the freestanding signs shall either, one, rest and be affixed
14 to a solid base for its support, similar to like the Vista
15 Springs or the Concord Village, or in the alternative, if it
16 has support members or posts that are exposed or visible but
17 do not exceed the two feet, that can't still exceed two feet
18 in height, you have to, you know, plant vegetation down there
19 that's going to, like, kind of screen that.

20 And then in addition to that, if we can include the
21 statement that, except to the limit extent permitted here
22 where you can do the screening, the two feet, that pole signs
23 or signs principally supported by poles or posts do not
24 constitute as a freestanding sign and are not permitted.

25 MS. GERMOVSEK: So like a gas station, typically,
26 their signs are on the two poles. I mean, what does --

27 MS. FREEMAN: Oh, like the Shell?

28 MS. GERMOVSEK: Or the BP.

29 MS. FREEMAN: BP is a straight pole sign.

30 MS. GERMOVSEK: It is?

1 MS. FREEMAN: Yeah. The Shell one is actually
2 nicer. Do I have a picture of it?

3 MS. GERMOVSEK: I feel like they're tall.

4 CHAIRMAN McINTOSH: The shell sign is tall but --

5 MS. GERMOVSEK: So, like, these Crile Crossing ones,
6 these are like the posts that are surrounded. Like, you can't
7 see them but the gap from -- that would show is less than two
8 feet and it probably should have been better landscaped.

9 CHAIRMAN McINTOSH: Isn't the Shell sign something
10 similar to that?

11 MS. FREEMAN: It is similar.

12 CHAIRMAN McINTOSH: Taller though. It's taller
13 though but I think it's solid.

14 MS. FREEMAN: But you are not seeing, like, the
15 poles.

16 CHAIRMAN McINTOSH: Yeah, right.

17 Well, I think we should do something. I don't want
18 to be overly hasty, you know, but I -- I don't know.

19 MS. FREEMAN: Well, and then even just furthermore,
20 under the actual table where we list the heights, I think we
21 definitely need to make some changes here, and maybe not
22 necessarily what I, what I marked out here. But, right now,
23 basic allowance within most of the business districts -- I am
24 talking Special, B-1, B-2, R-2, GH, B -- GB, BX and Capital --
25 is the 20 feet. But as soon as you front on Crile or 44, you
26 can do that 30 foot sign. And then if you're next to I-90,
27 you can go 40 feet.

28 MS. GERMOVSEK: And I kind of understand I-90.

29 CHAIRMAN McINTOSH: Yeah.

30 MS. GERMOVSEK: I mean, that makes more sense to me.

1 But Crile, I think --

2 MS. FREEMAN: Yeah.

3 CHAIRMAN McINTOSH: But when you have, I mean, now
4 you have the -- I guess it took a while but Starbucks has the
5 signs that are out to tell you what's coming up at the exit
6 anymore. So, like, how much are you reliant on that thing
7 sticking out? I mean, you go, you drive around the state and
8 you're on the interstate and you see the BP and the Wendy's
9 and the whatever and you sort of -- How big of a deal is that?
10 We have so many more directionals and GPS.

11 MS. FREEMAN: Right. Yeah, I mean, even with these
12 heights, you are not going to see these signs from the
13 freeway. Like, on Crile Road, you are not going to see the --
14 we don't -- That's not the intent.

15 I mean, I'm like driving around earlier today in my
16 community which is a, you know, a mismatch of all kinds of
17 different signs and I am seeing all these pole signs with the
18 sign face, and maybe it's not 30 feet tall but it's 10, 15
19 feet tall. And when you are driving down the road, you can't
20 even see it because you have to look up to see it, you know,
21 whereas, the ground signs, the shorter signs, you can actually
22 see those as you're driving by.

23 But, you know, specifically under the Manufacturing
24 and the RD-2, we don't even have any sites that abut I-90, nor
25 44 or Crile Road. So we should probably just take those out
26 completely.

27 Same thing with the Town Hall Neighborhood and Town
28 Hall Commons, like, I'm thinking, yes, we do have --

29 MR. LINGENFELTER: Adjacent to I-90?

30 MS. FREEMAN: Town Hall, we do have adjacent. Town

1 Hall Neighborhood, the Osborne property here, does back up to
2 I-90. Can you imagine a pole sign there?

3 MR. LINGENFELTER: On the back.

4 MS. GERMOVSEK: That's on the back of the property.

5 MS. FREEMAN: Are we really trying to get people
6 driving I-90 to come and frequent that business?

7 CHAIRMAN McINTOSH: Well, it wouldn't make sense
8 because they would have to come all the way back.

9 MR. PETERSON: Right. If you are eastbound, you've
10 already passed the exit when you get to that property.

11 CHAIRMAN McINTOSH: Yeah, right. Or if you are
12 west, you're going to get off and have to backtrack.

13 MR. PETERSON: To the other side, yeah.

14 CHAIRMAN McINTOSH: But, again, it wouldn't stop
15 someone from putting that up.

16 MR. PETERSON: True.

17 MS. FREEMAN: Right, they would do it, but is that
18 desirable? I mean, think about the other uses that are around
19 there. There's a lot of residential there.

20 MR. LINGENFELTER: Well, UH has that sign out on 90.

21 MS. FREEMAN: Yes.

22 CHAIRMAN McINTOSH: But that's --

23 MS. GERMOVSEK: They're already existing.

24 CHAIRMAN McINTOSH: -- not a pole sign.

25 MS. FREEMAN: It's already there and it's not a
26 pole, too.

27 CHAIRMAN McINTOSH: Yeah, it's a different style of
28 sign.

29 MR. LINGENFELTER: It's a big sign though.

30 MS. FREEMAN: They actually built a base on it.

1 CHAIRMAN McINTOSH: Yeah. But that's not necessary
2 an offensive sign though.

3 MR. LINGENFELTER: No, but it's a big sign.

4 CHAIRMAN McINTOSH: It is.

5 MS. FREEMAN: Right. So we could --

6 CHAIRMAN McINTOSH: I think we're getting into the
7 point of the pole sign being the whole (demonstrating) and
8 then that whole thing versus something a little bit more -- I
9 mean, you are talking about the freestanding sign versus the
10 pole sign. You are still offering a basic allowance of 20, 20
11 feet.

12 MS. FREEMAN: Well, I think we can even reduce that
13 because on, you know, as you are driving down --

14 MR. LINGENFELTER: Well, at some point in time, you
15 are going to get, you're going to get into a situation where
16 enough businesses open up on Crile Road, and then if the Town
17 Center starts to develop, then you're going -- people are
18 going to want to put signage out on 90 to attract people to
19 get off. You know what I am saying? So --

20 MS. FREEMAN: Well, we don't allow, like, off-
21 premises signs.

22 MR. LINGENFELTER: Right. So better, better to nip
23 it in the bud now than to wait until it becomes an issue.

24 MR. SCHINDLER: Doesn't the state take care of the
25 ones off the freeways?

26 MS. GERMOVSEK: I was going to say, don't they, like
27 you were saying --

28 CHAIRMAN McINTOSH: Yeah, right, the directionals
29 and that.

30 MR. SCHINDLER: Yeah, you see them.

1 MS. GERMOVSEK: Restaurants.

2 MR. SCHINDLER: As you start coming into a
3 community, you start seeing these signs already posted --

4 MS. GERMOVSEK: The blue ones.

5 MR. SCHINDLER: -- for the gas station and then next
6 the hotels.

7 MR. PETERSON: Hotels, and then the restaurants.

8 MR. SCHINDLER: And next the restaurants.

9 MR. PETERSON: And they're already out there.

10 MR. SCHINDLER: They're already out there, yeah.

11 MR. PETERSON: That's what Morgan was saying.

12 CHAIRMAN McINTOSH: Yeah, it does. I mean,
13 that's --

14 MS. FREEMAN: Is that what you are referring to?

15 CHAIRMAN McINTOSH: Yeah.

16 MS. FREEMAN: Oh, like the state ones?

17 MR. PETERSON: Yeah, the state ones.

18 MS. FREEMAN: Oh, okay.

19 CHAIRMAN McINTOSH: I know it takes a while. I
20 think Starbucks was around for almost a year, nine months, six
21 to nine months before they got theirs.

22 MS. FREEMAN: I think because it costs the state a
23 ton of money to update those.

24 CHAIRMAN McINTOSH: Right, so they wait.

25 MS. FREEMAN: So they only do it every so often.

26 CHAIRMAN McINTOSH: Right, right.

27 MS. FREEMAN: Yeah.

28 CHAIRMAN McINTOSH: So -- But regardless of that, I
29 think we still do have that issue, like, not wanting any more
30 of those pole signs and not wanting to let this issue get too

1 out of control before --

2 MR. LINGENFELTER: Yeah, because as the area
3 develops and more and more businesses come in, people are
4 going to want to put up more signage. So it's better to
5 ratchet it down now before it becomes an issue than to --

6 MS. FREEMAN: Yeah.

7 MR. LINGENFELTER: Because already we've, we've been
8 taught a valuable lesson about what people can do with signage
9 if we don't control it.

10 CHAIRMAN McINTOSH: So do we want to work on moving
11 forward with anything Heather is proposing here or do you want
12 to kick this around more or, you know, we are looking to get
13 something done quicker here?

14 MS. GERMOVSEK: I think this language still allows
15 for a pole sign, which we're talking about doing away with
16 pole signs.

17 MS. FREEMAN: You think this still would allow it?
18 Under what I was proposing, under 30.05(D), Number 2, the last
19 sentence indicated that the pole signs or signs principally
20 supported by poles or posts do not constitute freestanding
21 signs and are not permitted.

22 CHAIRMAN McINTOSH: Freestanding signs, they're not
23 permitted.

24 MS. FREEMAN: So another way of just saying they're
25 prohibited. If that's not clear though, maybe we would have
26 to reference it a little better.

27 MS. GERMOVSEK: I guess I was looking at the top
28 here where it says -- Are you defining "pole sign," a sign
29 supported by and placed upon a visible pole or standard?

30 MS. FREEMAN: Right.

1 MR. LINGENFELTER: Yeah, but that's under -- That's
2 in the definitions.

3 MS. FREEMAN: Right, putting that in Definition
4 Section.

5 MR. LINGENFELTER: Yeah.

6 MS. FREEMAN: Because then if we're going to say
7 that they're not permitted, someone is going to say, "Well,
8 what's the definition of a pole sign?"

9 CHAIRMAN McINTOSH: What's the definition of "pole
10 sign"?

11 MR. LINGENFELTER: Right.

12 MS. FREEMAN: And you have to point them to your
13 definition of "pole sign." Otherwise --

14 MS. GERMOVSEK: Okay. Now I understand.

15 MS. FREEMAN: Yeah.

16 MR. LINGENFELTER: That wouldn't be a part of that,
17 of the Sign Section. It would be in the Definition Section.

18 MS. FREEMAN: Right, of which the sign definitions
19 are in Section 30.

20 MR. LINGENFELTER: Right.

21 MS. FREEMAN: But even under, like, the heights, you
22 know, we may even consider like the basic allowance being less
23 than 20 feet. And if you wanted to give folks a little bit
24 more of a height advantage because they're on Crile Road, then
25 maybe we should. But I think across the board, the 20 feet --

26 CHAIRMAN McINTOSH: Well, I don't think it needs to
27 be any more. I am kind of questioning reducing it from the
28 standpoint of thinking ahead to other -- How much height would
29 be required depending on how many tenants units would go into
30 a place, you know. If it's only so high and somebody wants to

1 sign so much. But then say if there is so many -- seven units
2 and that only leaves so much space for a number if it's not --
3 You know what I am saying?

4 MS. FREEMAN: Right. Well, look at --

5 CHAIRMAN McINTOSH: So I'm not sure --

6 MS. FREEMAN: Well, look at the Crile Crossing ones.
7 Those are 10 and a half feet tall and he's got space for one,
8 two, three, four, five, six, seven, eight tenants.

9 CHAIRMAN McINTOSH: Okay.

10 MS. FREEMAN: So, I mean, this is half.

11 CHAIRMAN McINTOSH: And that's half the size.

12 MS. FREEMAN: Almost less, yeah, just over half the
13 height.

14 MS. GERMOVSEK: Maybe 20 is too much.

15 MR. LINGENFELTER: Right.

16 CHAIRMAN McINTOSH: Do we have anything that's close
17 to 20 out there that's like that?

18 MS. FREEMAN: Let me check our list.

19 CHAIRMAN McINTOSH: Let me look at that other list
20 that you've got here.

21 MS. FREEMAN: Even, like, I'm sure you've all been
22 to Drug Mart.

23 CHAIRMAN McINTOSH: Drug Mart is 15.

24 MR. PETERSON: University Hospital --

25 MS. FREEMAN: That one feels huge.

26 MR. PETERSON: University Hospital is 20.

27 MS. FREEMAN: I mean, it looks okay.

28 CHAIRMAN McINTOSH: Right.

29 MS. FREEMAN: But it's huge and that's 15 and a half
30 feet tall and not a pole sign. But let's see --

1 MR. LINGENFELTER: The Discount Drug Mart?

2 MS. FREEMAN: The Discount Drug Mart one, yeah.

3 Doesn't it feel massive?

4 MR. LINGENFELTER: Yeah, it's big and it's bright.

5 CHAIRMAN McINTOSH: I think its worst offense is the
6 brightness, not so much the size.

7 MR. LINGENFELTER: Yeah, right.

8 CHAIRMAN McINTOSH: There is not a lot of stuff
9 around right now, so I think it's seems appropriate for the
10 prop -- I don't think it's that bad. I don't think I have
11 ever thought that.

12 MR. SCHINDLER: And we control the density of the
13 light, right, I mean, the brightness?

14 MR. LINGENFELTER: No.

15 MR. SCHINDLER: We don't?

16 MS. FREEMAN: Not really.

17 MR. SCHINDLER: Because you get those LEDs that they
18 have now --

19 CHAIRMAN McINTOSH: That's what that is, yeah.

20 MR. LINGENFELTER: Boy, that's bright. Look at
21 St. Gabe's. I mean, at night, that baby really --

22 MS. FREEMAN: The only thing that we --

23 MS. GERMOVSEK: Don't we control the --

24 CHAIRMAN McINTOSH: I think the Verizon signs on the
25 building are pretty damn bright. That property, with
26 everything, it's going to be like an orb in the sky.

27 MS. FREEMAN: On the electronic message centers, we
28 do regulate, like, how often they --

29 MS. GERMOVSEK: The message.

30 MS. FREEMAN: -- yeah, the message can change.

1 But I think St. Gabe's was put in before we had the
2 sign requirements, so they got the variance to build that. So
3 they probably don't even comply with our, you know, you're not
4 allowed to flash and all that.

5 MR. SCHINDLER: It's intense, the light is. It's
6 the LED. LEDs now are really bright lights and you can get it
7 to do all kinds of things, you know, change the messages and
8 the colors and stuff. And we don't say anything about that,
9 do we?

10 MS. FREEMAN: I would have to look. I mean, we
11 allow illuminated signs but I am not clear on, you know,
12 exactly what we have in there.

13 MR. SCHINDLER: Yeah, that could be something we
14 should look into because if we get a sign like the Verizon
15 that has that kind of lighting on it, man, that baby would be
16 out there like Las Vegas. Did I use the perfect example?
17 Have you ever been to Vegas? Gees, oh, man.

18 CHAIRMAN McINTOSH: So, I guess, kind of circling
19 back to what Heather proposed here, what do we want to do? Do
20 we want to just, kind of, move something forward or do we want
21 to -- do we need to look at some different things here? Do we
22 need to -- I know we are waiting on legal for the rest of
23 these amendments but this is more of hot-button issue. Do we
24 want to act? Do we want to evaluate some different criteria
25 and come back next month and sort of kick this around? I
26 mean --

27 MR. LINGENFELTER: I think Heather needs to do more
28 work for us.

29 MS. FREEMAN: Do more work?

30 MR. SCHINDLER: Well, we spent a lot of time on it

1 just this evening talking about it.

2 CHAIRMAN McINTOSH: Yeah, before, we spent like
3 three months working on it.

4 MR. SCHINDLER: Yeah.

5 MR. LINGENFELTER: Well, yeah, we did. We spent a
6 lot of time on signage before.

7 MR. SCHINDLER: That's right.

8 MR. LINGENFELTER: It's an important issue. It's
9 like lighting, you know. It's like lighting and signage are,
10 you know, two of the more visual impactful things that go on
11 in your community. You allow certain kinds of lighting and
12 you get all kind of light noise and then allow certain kind of
13 signage and you get a lot of visually offensive stuff going on
14 that, you know, doesn't really work the way you thought it
15 would work.

16 MR. SCHINDLER: And, right now, we're seeing it, so
17 I think we should --

18 MR. LINGENFELTER: That's what I said. I mean,
19 now --

20 MR. SCHINDLER: We should get on it.

21 MR. LINGENFELTER: Now is a better time. I mean,
22 now it's fresh in our minds exactly.

23 MR. SCHINDLER: Yeah, right.

24 MR. LINGENFELTER: You think you have, you think you
25 have some pretty good regulations in place and then all of the
26 sudden something like that happens and it's like, oh, gees, we
27 probably could have thought this through. But you don't
28 really think about it until it actually happens and then you
29 see the results.

30 MS. FREEMAN: Right.

1 MR. LINGENFELTER: Then you're like oh, man, we need
2 to ratchet that down.

3 CHAIRMAN McINTOSH: Well, then I would say, what are
4 the things we want to see? I mean, is there anything specific
5 we can -- or do you have any ideas? Do you need more guidance
6 from us on what people are wanting to see?

7 MS. FREEMAN: I mean, what do you want me to take a
8 look at?

9 MR. LINGENFELTER: I think the pro -- I think just
10 the prohibition of the pole signs is a huge, that's a big -- I
11 think that's a good move.

12 MS. FREEMAN: Okay. That and --

13 MS. GERMOVSEK: And the height.

14 MS. FREEMAN: And heights, coming back with a better
15 recommendation on height?

16 MR. LINGENFELTER: Yeah, 20 foot is --

17 MS. GERMOVSEK: Or maybe 15 if Drug Mart is 15 high.
18 Didn't we think that was big?

19 CHAIRMAN McINTOSH: I haven't until now. I will go
20 by and look at it again.

21 MR. LINGENFELTER: It's big. The Drug Mart sign is
22 a big sign. But it's, you know, because they're --

23 CHAIRMAN McINTOSH: It's a big building.

24 MR. LINGENFELTER: Because they're, yeah, because
25 it's a, it's a huge building.

26 CHAIRMAN McINTOSH: It's doesn't proportionally look
27 -- It doesn't look disproportionate.

28 MR. LINGENFELTER: Yeah.

29 MS. FREEMAN: Right.

30 CHAIRMAN McINTOSH: That Verizon sign looks

1 disproportionately large for the size of the building that
2 it's, yeah --

3 MR. LINGENFELTER: Right. Yeah, the Drug Mart sign
4 doesn't bother me as much because it, you know, when you look
5 at it in a comparison to the building and everything else, it
6 really is --

7 CHAIRMAN McINTOSH: It fits.

8 MR. LINGENFELTER: It fits.

9 MS. FREEMAN: Right.

10 MR. LINGENFELTER: But that -- So that one doesn't
11 bother me as much --

12 CHAIRMAN McINTOSH: Agreed.

13 MR. LINGENFELTER: -- as the Verizon sign. So I
14 think we need to -- I think just eliminating pole signs is a
15 great, that's a great move right there.

16 MS. FREEMAN: Right. And that will leave us with
17 some nonconforming pole signs, obviously, like the McDonald's
18 and the -- which I don't know. They could be nonconforming in
19 other ways, too. I haven't looked at those.

20 MR. LINGENFELTER: Right, and that's fine.

21 MS. FREEMAN: Right.

22 MR. LINGENFELTER: But would --

23 MS. GERMOVSEK: Moving forward.

24 MR. LINGENFELTER: Yeah. I was just going to say,
25 that's what I was thinking. That's --

26 MS. FREEMAN: Do we want to allow them if you abut
27 I-90 and you're over in the RD-2 District, the Industrial
28 District, or are we -- Any strong feelings on that, allowing
29 them in limited circumstances or just not at all, period?

30 MR. LINGENFELTER: I would say not at all.

1 CHAIRMAN McINTOSH: Yeah, I agree.

2 MS. FREEMAN: Okay. Well, this is a good question
3 for legal then, too.

4 MR. LINGENFELTER: Right.

5 MS. FREEMAN: All right. Okay. So what I will do
6 is we will further refine that, in addition to all of this.
7 And in the meantime, if you have any questions about anything
8 that you've received or -- between now and next month, let me
9 know. Or I will try to send you stuff more in advance. That
10 way, hopefully, if you've got something or an issue with it
11 or --

12 MR. LINGENFELTER: You are going to give us
13 homework?

14 MS. FREEMAN: If you want homework, I can give you
15 homework. Or if you want me to feed you stuff over the month
16 so you know, like, I can do that, too, instead of waiting a
17 week before the meeting.

18 CHAIRMAN McINTOSH: I wouldn't mind that.

19 MS. GERMOVSEK: I like of like little bits at a
20 time.

21 CHAIRMAN McINTOSH: Yeah.

22 MS. GERMOVSEK: Rather than one big package.

23 MS. FREEMAN: Okay.

24 MS. GERMOVSEK: I mean, if it's not more work for
25 you.

26 MS. FREEMAN: No, I think I can figure out a way to
27 do that.

28 Okay. All right.

29 CHAIRMAN McINTOSH: Thank you, Heather.

30 MS. FREEMAN: Sure.

1 CHAIRMAN McINTOSH: A lot of good work here.

2 Okay. Moving along for the agenda, approval from
3 the minutes for last month's meeting, February 5th. I am
4 looking for a motion from the Board for approval of the
5 minutes.

6 MR. SCHINDLER: Mr. Chairman, I so move that we
7 accept the minutes as written.

8 CHAIRMAN McINTOSH: Second?

9 MS. GERMOVSEK: Second.

10 CHAIRMAN McINTOSH: All in favor?

11 MR. PETERSON: I abstain because I wasn't here.

12 (Four aye votes, no nay votes, one abstention.)

13 CHAIRMAN McINTOSH: Four ayes, one abstention. The
14 motion carries.

15 Communication report by the Zoning members. Rich?

16 MR. PETERSON: Yeah. Actually, I did have an email,
17 which you got copied on, from the guy in Kirtland that was
18 putting in fiber optics and he wanted to know about county
19 permits, which I sent over to Heather. I don't know how he
20 sent us but we can get that.

21 MS. FREEMAN: Which I did relay that to the
22 appropriate parties.

23 MR. PETERSON: Okay. What is that, cable?

24 MS. FREEMAN: Fiber densification for Spectrum,
25 probably phone or -- I don't know what they're getting into.

26 MR. LINGENFELTER: Who is putting it in?

27 MS. FREEMAN: I think it's for Spectrum but it was
28 some one-off company.

29 CHAIRMAN McINTOSH: Right.

30 MR. LINGENFELTER: Okay.

1 MR. PETERSON: Yeah, they're putting in fiber optic,
2 which I know U-verse --

3 MS. FREEMAN: I can give you the name of the company
4 but it's over by Little Mountain in the Kirtland area, so on
5 Little Mountain and somewhere through Kirtland.

6 MR. LINGENFELTER: And they're putting in fiber?

7 MS. FREEMAN: Fiber, it's a fiber densification
8 project, yeah.

9 MR. PETERSON: Didn't it also say Hermitage?

10 MS. FREEMAN: I think some of it's on Heritage,
11 yeah.

12 MR. PETERSON: AT&T U-verse requires fiber, which
13 they put in our neighborhood, but I don't know about there.

14 MR. LINGENFELTER: But it's for Spectrum?

15 MS. FREEMAN: I believe it was Spectrum, yeah.

16 CHAIRMAN McINTOSH: Anything else, Rich?

17 MR. PETERSON: No, that's all I had.

18 CHAIRMAN McINTOSH: Sue?

19 MS. GERMOVSEK: Nothing.

20 CHAIRMAN McINTOSH: Andy?

21 MR. LINGENFELTER: Nobody ever sends me anything
22 anymore.

23 MR. SCHINDLER: None.

24 CHAIRMAN McINTOSH: Other than the aforementioned --

25 MR. LINGENFELTER: Except Heather.

26 CHAIRMAN McINTOSH: -- I had nothing.
27 Audience participation, crickets.

28 MR. SCHINDLER: That would have Dave, right?

29 CHAIRMAN McINTOSH: Well, technically, yes, we had
30 Mr. Novak in.

1 MR. SCHINDLER: Right.

2 All right. The next meeting would be April 2, 2019.

3 MR. LINGENFELTER: Do we have anything we have to
4 put on the schedule, on the agenda, or no?

5 CHAIRMAN McINTOSH: I don't believe so. We're
6 waiting on --

7 MR. LINGENFELTER: We are still not ready for any --

8 CHAIRMAN McINTOSH: Public hearing.

9 MR. LINGENFELTER: -- public hearing. Any
10 interesting --

11 MS. FREEMAN: Hopefully, we will be ready to. It
12 would be my goal that we initiate an amendment next month.

13 MR. LINGENFELTER: Anything interesting coming down
14 the pike?

15 MS. FREEMAN: Not really, no.

16 MR. LINGENFELTER: No.

17 MS. FREEMAN: No. A couple, you know, residential
18 subdivisions to be built. The last phase of Quail Hollow is
19 moving forward with the county review process, so that will be
20 the section that Mr. Victor just developed off of Crile Road
21 where that -- Where Hunting Lake dead-ends, that's going to
22 finally connect to the other entrance of Hunting Lake. So
23 folks will finally be able to come out Crile Road that way,
24 hopefully, before the end of the year. So that will be
25 another 50 units, 50 homes back there.

26 But no new site plans or anything coming up,
27 probably maybe later in the summer.

28 MR. LINGENFELTER: Right.

29 Did everybody get their paczkis.

30 MR. SCHINDLER: Paczkis?

1 MR. LINGENFELTER: You didn't get your paczkis
2 today? You didn't get your paczkis?

3 MR. SCHINDLER: No paczkis, no.

4 MR. LINGENFELTER: Oh, come on. What's the matter
5 with you guys?

6 MR. SCHINDLER: I mean, a real paczki, it is loaded
7 with so much filler that it's --

8 MR. LINGENFELTER: It's Fat Tuesday.

9 MR. SCHINDLER: Oh, I know it is.

10 MR. LINGENFELTER: Come on.

11 MS. FREEMAN: We had the king cake, yeah.

12 MR. SCHINDLER: I know tomorrow is Ash Wednesday.

13 So --

14 MR. LINGENFELTER: Nancy went to Golden Crust today
15 and she got a box of those.

16 MR. SCHINDLER: Oh, gees.

17 MR. LINGENFELTER: Oh, my God.

18 MR. SCHINDLER: Oh, yes.

19 MR. LINGENFELTER: There is like seven of them in
20 the box. The box weighed like 10 pounds.

21 MR. SCHINDLER: Yes.

22 MR. LINGENFELTER: What's in this box, bricks?

23 MR. SCHINDLER: Right.

24 CHAIRMAN McINTOSH: All right. With that, we will
25 adjourn.

26 (Whereupon, the meeting was adjourned at 9:00 p.m.)
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STATE OF OHIO)
COUNTY OF CUYAHOGA)

CERTIFICATE

I, Melinda A. Melton, Registered Professional Reporter, a notary public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that, to the best of my ability, the foregoing proceeding extension reduced by me to stenotype shorthand, subsequently transcribed into typewritten manuscript; and that the foregoing is a true and accurate transcript of said proceedings so taken as aforesaid.

I do further certify that this proceeding took place at the time and place as specified in the foregoing caption and extension completed without adjournment.

I do further certify that I am not a friend, relative, or counsel for any party or otherwise interested in the outcome of these proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 25th day of March 2019.

Melinda A. Melton
Registered Professional Reporter

Notary Public within and for the
State of Ohio

My Commission Expires:
February 4, 2023