

CONCORD TOWNSHIP BOARD OF ZONING APPEALS
LAKE COUNTY, OHIO
REGULAR MEETING

Held via Webex Teleconference
and YouTube Live Streaming

Concord Town Hall
7229 Ravenna Road
Concord, Ohio 44077

June 10, 2020
7:00 p.m.

TRANSCRIPT OF PROCEEDINGS

Board of Zoning Appeals members present:

Ivan Valentic, Chairman
Francis Sweeney, Member
Blair Hamilton, Member
Brandon Dynes, Member
Chris Jarrell, Member

Also Present:

Heather Freeman, Planning & Zoning Director/Zoning
Inspector

Melton Reporting
11668 Girdled Road
Concord, Ohio 44077
(440) 946-1350

1 7:02 p.m.

2 CHAIRMAN VALENTIC: Good evening. The Concord
3 Township Board of Zoning Appeals meeting for June 10, 2020, is
4 now in session. I would like to introduce the board. To my
5 far left is Skip Sweeney and Brandon Dynes. I am Ivan
6 Valentic. Chris Jarrell is to my right and Blair Hamilton is
7 to the far right. And out in the audience is Heather Freeman,
8 our Township Zoning Inspector.

9 Under the advice of counsel, we ask that anyone
10 speaking tonight must be sworn in. If you plan on speaking,
11 please stand and raise your right hand. And if there is
12 anybody on the phone, please stand and raise your right hand
13 so you can be sworn in as well.

14 (Whereupon, the speakers were sworn en masse.)

15 CHAIRMAN VALENTIC: All right. Thank you. All
16 right. When presenting your case or commenting, please come
17 to the microphone, state your name and address for the record.
18 Anybody on the phone or on the line, we will reach out to you
19 after we have spoken with anybody that's in the audience this
20 evening.

21 Heather, were the legal notices published in a
22 timely manner?

23 MS. FREEMAN: Yes, they were.

24 CHAIRMAN VALENTIC: All right. Tonight we have one
25 appeal of Old Business and two new variance requests and a
26 special election. A three-vote majority is required to either
27 approve or deny any appeal. If your request is denied, you
28 have the right to file an appeal.

29 So first is Old Business, which is Appeal Number
30 2018-41, Mr. Randy Viviani, of 7757 Concord LLC, requested

1 administrative appeal from the determination by the Zoning
2 Inspector. That's Old Business that's still tabled at this
3 time and will continue in the future when we are ready to
4 address the situation, correct?

5 Okay. New Business, we have a variance, 2020-62,
6 Mr. Walter Swick is requesting a variance from Section
7 15.04(B), Table 15.04-1, to allow for the construction of an
8 accessory building to be located within a 20 foot front
9 building setback, in lieu of the minimum 50 feet required, for
10 the property located at 8145 Viewmount Drive, current
11 Permanent Parcel Number 08-A-024-0-00-020-0 (sic).

12 Mr. Swick, if you would like to come up and present
13 your case. Again, as a reminder, state your name and address
14 and that you've been sworn in.

15 MR. SWICK: Okay. Walter Swick, 8145 Viewmount
16 Drive, Concord Township, and I have been sworn in.

17 CHAIRMAN VALENTIC: Thank you, sir. Go ahead if you
18 want to present.

19 MR. SWICK: Okay. Well, I'm applying for a
20 variance. I have put together -- I hope you did receive the
21 information on the overall project. And what this consists of
22 is a 16 by 18 foot building. It's going to be built by JDM
23 Construction. I've been working with WMG Wood over off of 84
24 here. So basically as you can see from what I stated, I've
25 got limited space to actually place, you know, the building on
26 the property because of, again, I have a ravine that runs in
27 the back. So moving it back to the required set point would
28 require, you know, some extraordinary construction. I think
29 it would be nice to be able to do it, it would look good, but
30 it would be very expensive to do it. On top of it, it would

1 require removing trees, you know, this type of thing.

2 So in effect, this building, I looked around and I
3 came up with what I thought was the most aesthetically
4 pleasing structure to blend in with the property and what have
5 you and that's what I presented to the board here.

6 CHAIRMAN VALENTIC: The existing, I guess, septic
7 drain field that's also near, relatively near the proposed
8 structure, how far, is there -- how far away is that or how
9 close is that in actuality?

10 MR. SWICK: Okay. From the curb to where the
11 building will be set it is actually 35 feet.

12 CHAIRMAN VALENTIC: Okay.

13 MR. SWICK: I don't intend to put any driveway
14 entrance or anything to the structure. I will be actually
15 approaching it from the side, you know. So in time, you know,
16 there will be, you know, some landscaping with, you know, some
17 trees and plants and whatnot. We're fortunate, you know, most
18 of our lot sizes up there are fairly large in comparison to
19 some of the other neighborhoods and the one neighbor to my
20 left, you can hardly see his house from my property. My other
21 neighbor that happens to be with me tonight is next door.
22 We're about the closest. I've got one neighbor across the
23 street, basically, has just moved out. So, you know, there is
24 -- And you can barely see his house from my house. So --

25 CHAIRMAN VALENTIC: So the neighbor across the
26 street, they moved out?

27 MR. SWICK: Yes.

28 CHAIRMAN VALENTIC: Okay. Because it looks like,
29 looking at the mapping, it looks like that house is positioned
30 to be looking almost directly at the shed.

1 MR. SWICK: Right. And --

2 CHAIRMAN VALENTIC: Will there be trees between the
3 roadway and the shed?

4 MR. SWICK: In time, I'll shrub that, yes.

5 CHAIRMAN VALENTIC: I just have one more question
6 and then I will leave it to others. Is there a reason why you
7 didn't think about selecting it and putting it over here?

8 MR. SWICK: Again, because it's so close, you know,
9 to the property line. Okay? I would have had to move it in
10 and I would have actually infringed on the driveway.

11 CHAIRMAN VALENTIC: Okay. Anybody have any other
12 questions from the board?

13 MR. SWEENEY: Sir, how long have you lived on the
14 property?

15 MR. SWICK: I have been in Concord since 1986.

16 MR. SWEENEY: At this location?

17 MR. SWICK: Yes.

18 MR. SWEENEY: Is this, is this the beginnings of the
19 build here --

20 MR. SWICK: Well --

21 MR. SWEENEY: -- or just a rendering?

22 MR. SWICK: Actually, back when I first moved in,
23 okay, my father and I built a platform and I had -- Are you
24 familiar with Shelter Logic? They make these fabric
25 enclosures. They're portable structures.

26 CHAIRMAN VALENTIC: Okay.

27 MR. SWICK: So we put one of those up and it lasted
28 for about four or five years until, you know, the snow and the
29 ice and what have you, you know, finally took it down. So, at
30 that point, I basically, you know, took it down. What's left

1 there is still the pad which you see.

2 CHAIRMAN VALENTIC: But this is the exact location
3 where you --

4 MR. SWICK: That's the exact location where I want
5 to do it, right.

6 MR. SWEENEY: This is where the Shelter --

7 MR. SWICK: That's where the shelter was.

8 MR. SWEENEY: -- Lodging facility or whatever it
9 was --

10 MR. SWICK: Right, Shelter Logic.

11 MR. SWEENEY: -- used to be?

12 MR. SWICK: Right, used to be, yeah.

13 MR. SWEENEY: How big was that when that was
14 erected?

15 MR. SWICK: That was 20 by 20, yeah, 20 by 20 and I
16 think it was 14 feet high.

17 MR. SWEENEY: So that was decent size.

18 MR. SWICK: It was decent size.

19 MR. SWEENEY: And how high is your proposed
20 outbuilding?

21 MR. SWICK: This is going to be, there is a 12 by 12
22 pitch on this, so the roof, the top of the peak should be just
23 under 16 feet, which is well within the limits that I think
24 are set by --

25 MR. SWEENEY: So for years you had a temporary
26 structure that's fairly similar to the type you want to build?

27 MR. SWICK: No, I said I had one.

28 MR. SWEENEY: Right.

29 MR. SWICK: Okay? But it was, again, a portable,
30 fabric, you know, shelter, it was essentially. And with snow

1 and, you know, just the weather, it came down.

2 MR. SWEENEY: Gotcha. Your neighbor that's in the
3 picture across the street, who is that?

4 MR. SWICK: The guy across?

5 MR. SWEENEY: Is that you, sir?

6 MR. SWICK: No, no. He's next door to me.

7 MR. LA POE: I'm his next-door neighbor.

8 MR. SWEENEY: To the, to the north or south?

9 MR. LA POE: It would be to the north.

10 MR. SWEENEY: Okay. What about the neighbor to the
11 south?

12 MR. SWICK: The neighbor to the south, I referenced
13 that their house right now is up for sale and I cannot -- you
14 cannot even see their house from my house.

15 MR. SWEENEY: Right.

16 MR. SWICK: Because of, you know, it's such heavily
17 wooded property.

18 MR. SWEENEY: All right. And the guy across the
19 street?

20 MR. SWICK: Same difference, they're heavily wooded
21 and he sits way back.

22 MR. SWEENEY: Well, I mean, I can see the house in
23 the picture. I can see their front door.

24 MR. LA POE: That's a different house. That's
25 further up the street.

26 MR. SWEENEY: Well, that house is the one I am
27 talking about.

28 CHAIRMAN VALENTIC: Sir, you will have to wait when
29 your --

30 MR. SWEENEY: Who is that, and do they know what

1 you're going to build?

2 MR. SWICK: You sent out the notices to them; did
3 you not?

4 CHAIRMAN VALENTIC: Yeah, notices were sent to
5 everybody.

6 MR. SWEENEY: All right. So they're aware of it.

7 MR. SWICK: They're aware of it.

8 MR. SWEENEY: All right. I don't have any other
9 questions.

10 CHAIRMAN VALENTIC: Chris, anything?

11 MS. JARRELL: No.

12 CHAIRMAN VALENTIC: Okay. Thank you. You can be
13 seated.

14 Sir, did you have anything?

15 MR. LA POE: Yeah, I just wanted to say my name --

16 CHAIRMAN VALENTIC: Well, yeah, please state your
17 name for the record.

18 MR. LA POE: My name is Allen La Poe. I live at
19 8129 Viewmount Drive. I am to the north side of Walter.

20 CHAIRMAN VALENTIC: And you've been sworn in?

21 MR. LA POE: I have.

22 CHAIRMAN VALENTIC: Thank you.

23 MR. LA POE: And I am in total agreement with what
24 he is trying to do. It sets back off to the, just into the
25 woodline, so it looks like a perfect spot for this.

26 CHAIRMAN VALENTIC: Okay.

27 MR. LA POE: Thank you.

28 CHAIRMAN VALENTIC: Thank you. Did you have
29 anything?

30 MR. SWEENEY: I am just trying to get a sense for --

1 I know Viewmount. I've been there many times but I forget.
2 This structure will probably, this will be the closest
3 building to the street, won't it, on that entire street?

4 CHAIRMAN VALENTIC: Sir, can you please come up?

5 MR. SWEENEY: I am sorry.

6 MR. SWICK: To answer your question, yes.

7 MR. SWEENEY: Yeah, that's what I figured.

8 MR. SWICK: But again, too, as I indicated, you
9 know, I have chosen this building to basically blend in. I
10 mean, it's going to be -- It's not going to be a typical, you
11 know, off-the-shelf type structure.

12 MR. SWEENEY: Right.

13 MR. SWICK: It will be professionally done.

14 MR. SWEENEY: Okay.

15 MR. SWICK: Okay?

16 MR. SWEENEY: All right. Thanks.

17 MR. SWICK: Sure.

18 CHAIRMAN VALENTIC: Brandon, anything?

19 MR. DYNES: I don't have anything.

20 CHAIRMAN VALENTIC: Okay. Is there anyone else here
21 that's either speaking for or against this appeal that would
22 like to come up? (No response.) Okay. We're going to try
23 this part. Is there anyone on the phone or -- oh, the phone
24 is over there. If you can hear me on the phone, is there
25 anyone on the phone that would like to speak for or against
26 Appeal Number 2020-62? (No response.) I am just going to ask
27 one more time to make sure we get everybody the opportunity.
28 Is there anyone on the phone that would like to speak for or
29 against Appeal Number 2020-62? (No response.)

30 Okay. If there is no further questions the public

1 hearing for Variance Number 2020-62 is now closed to the
2 public. Can I have a motion to approve Variance Number
3 2020-62?

4 MR. DYNES: So moved.

5 MS. JARRELL: Second.

6 CHAIRMAN VALENTIC: Open for discussion on the
7 board. Anybody have anything they would like to say?

8 MR. DYNES: It's a unique lot. He is facing some
9 unique circumstances. I understand some of the difficulty
10 there. I understand also that it's a rather large request as
11 far as the setback that is required but I think, based upon
12 what he's presented, I would be in favor.

13 CHAIRMAN VALENTIC: Chris?

14 MS. JARRELL: I agree. There is quite a bit of
15 grade and a pretty significant drop on his property and that,
16 with the leach field, there is not a lot of places you can put
17 it. There was a structure there historically that was
18 probably not real attractive and the foundation is already
19 there, so it makes sense.

20 CHAIRMAN VALENTIC: Blair?

21 MR. HAMILTON: I think I will just say, with the
22 exception of the substantial variance, I think, for the most
23 part, in terms of the factors that we would consider, this is
24 kind of a 9. I think that it doesn't change the substantial
25 nature of the neighborhood and I don't see a problem with it.

26 CHAIRMAN VALENTIC: Okay.

27 MR. DYNES: I would add, I think it's important to
28 note that it doesn't seem to cause any problem with any
29 services or otherwise and he doesn't have any other
30 outbuildings on the property that I am aware of. Based on the

1 circumstances and those factors as well, I think he meets the
2 burden as far as I'm concerned.

3 CHAIRMAN VALENTIC: Skip, did you have anything you
4 wanted to add?

5 MR. SWEENEY: No.

6 CHAIRMAN VALENTIC: Well, then the question is on
7 the approval of Variance Number 2020-62. A yes vote approves
8 the variance, a no vote denies the variance. Heather, please
9 call the vote.

10 MS. FREEMAN: Ms. Jarrell?

11 MS. JARRELL: Yes.

12 MS. FREEMAN: Mr. Dynes?

13 MR. DYNES: Yes.

14 MS. FREEMAN: Mr. Sweeney?

15 MR. SWEENEY: Yes.

16 MS. FREEMAN: Mr. Hamilton?

17 MR. HAMILTON: Yes.

18 MS. FREEMAN: Mr. Valentic?

19 CHAIRMAN VALENTIC: Yes.

20 The variance has been approved. Thank you.

21 MR. SWEENEY: Good luck.

22 MR. SWICK: Thank you very much.

23 CHAIRMAN VALENTIC: Thank you. Thank you for your
24 time. You are free to go.

25 MS. JARRELL: You are free.

26 CHAIRMAN VALENTIC: Free.

27 All right. Next is Appeal Number, Variance Number
28 2020-63, ProBuilt Homes, on behalf of Justin and Ashley
29 Phungrasamee, is requesting a variance from Section 15.04(B),
30 Table 15.04-1, to allow for the construction of a single-

1 family dwelling to be located with a lot width of 85.38 feet,
2 in lieu of the 100 feet required, and the side yard clearance
3 to know 5 feet, in lieu of the minimum 15 feet required, for
4 the property located at 7325 Brookridge Lane, known as current
5 Permanent Parcel Number 10-A-029-K-00-025-0.

6 Please come forward and present your case.

7 MR. MEYERS: Robert Meyers, with ProBuilt Homes, on
8 behalf of 7325 Brookridge Lane. Do you need my personal
9 address?

10 CHAIRMAN VALENTIC: I think that's okay. You've
11 been sworn in, sir?

12 MR. MEYERS: Yes. So we started, contracted with
13 the Phungrasamees back in December to build a house at
14 7325 Brookridge Lane and, you know, did the initial site work.
15 And in order to meet all of the setbacks that we needed to do,
16 the house was going to need to be 143 feet back from the, from
17 the road, which was much farther back than the other houses
18 and stuff. And so Justin really wanted a bigger back yard and
19 so, in doing that, contacted and did some lot work to buy some
20 land from the neighbors, the Latines, and did all of that, you
21 know, pre-COVID, thinking that that was going to be a quick
22 thing and we did all of that work and did the site plan
23 originally to give him the bigger back yard.

24 And then while we were working with that mortgage
25 release, the mortgage company, with the title company, they
26 were working with that person, we ran into many, many
27 roadblocks due to the COVID kind of thing and they were very
28 hard to get a hold of and we keep sending the contract and
29 keep sending and so we've been waiting and waiting and every
30 single time they tell us, "Oh, yeah, we have it. It's in

1 process." And then two weeks later, they're like, "Well, we
2 never got it. Can you resend it?" And so we sent it again
3 and we did all of those things. And Justin has been working
4 with Heather and we've been calling.

5 So we thought that it was time to come up with
6 another plan to try to get this house started for them. They
7 have a new child and trying to get the house going and so
8 we're just trying to come with that, so we contacted Heather
9 and talked about that and kind of talked through that.

10 So we moved the house. Originally, the plan was it
11 was going to be on their -- a little bit of it was going to be
12 on the property that he is going to be purchasing. He is
13 still purchasing that property. So we moved the house back a
14 little bit to get it onto the property that he currently owns
15 so that we could go ahead and get started. And then so we're
16 coming to that variance. Once the land deal finally goes
17 through, he'll be well within the zoning things. It will be
18 about 73 feet on the side yard there.

19 So in doing that, we did have other documents if you
20 need it. We got a letter from the All Title Services saying
21 that they have been working on this constantly. We also got a
22 letter from the Latines, who they're buying the property from,
23 who are okay with starting the land and recognizing they're
24 the ones that will be the closest to them. They will be the 5
25 foot setback. There were some other concerns once Heather
26 sent out that letter and it turned out that one of them was
27 our customer that we had built for before. And Justin has
28 allowed us to share the site plan with them and we did and we
29 have an email from them saying, "oh, yeah, we get it. It's
30 not on our side. We are okay as well." So we're just

1 basically trying to do this so we can get started.

2 I do have a graph, if you want, with colors that
3 show where the new property line will be so you can kind of
4 see. You can kind of see it in there but I colored it out for
5 you if you'd like. Do you want me to pass these out to you?

6 CHAIRMAN VALENTIC: Yeah, that would be great.

7 MR. SWEENEY: Yeah.

8 CHAIRMAN VALENTIC: It was kind of hard to figure
9 out.

10 MR. HAMILTON: Thank you.

11 MS. JARRELL: Thank you.

12 MR. DYNES: Thank you.

13 MR. SWEENEY: Thank you.

14 MR. MEYERS: So the kind of green line is where the
15 old property line is and then the blue line will be once the
16 purchase goes through and that is finally done. So you see
17 the house is now fully on his property, so we can start right
18 away if we're granted the variance.

19 MS. JARRELL: So I see you have new legal
20 definitions with the split, and has that all been approved by
21 the county?

22 MR. MEYERS: Yes, yes. So we're just waiting on the
23 release from her mortgage company because there is a mortgage
24 on her property, so that's what we're waiting on. That is the
25 delay at this point.

26 MS. JARRELL: So the county has approved or hasn't
27 approved?

28 MR. MEYERS: I believe the county has approved all
29 of that language, yes. We filed all of that and that's been
30 filed.

1 MR. PHUNGRASAMEE: They have, yes.

2 MS. JARRELL: They have?

3 MR. PHUNGRASAMEE: Through Barrington. Barrington
4 has sent everything --

5 CHAIRMAN VALENTIC: Sir, if you want to state your
6 name and address and that you've been sworn.

7 MR. PHUNGRASAMEE: Justin Phungrasamee,
8 7325 Brookridge Lane.

9 CHAIRMAN VALENTIC: You've been sworn in, sir?

10 MR. PHUNGRASAMEE: I have been sworn in. So the
11 county, Barrington has sent everything over. There has been
12 an appraisal on both properties. The verbiage has been sent
13 to the county, it's been approved. All that's been sent to
14 the mortgage company, who originally told us it would be 45
15 days. They originally told us it would be 7 days, that was on
16 March 10th. Obviously, this whole COVID pandemic hit during
17 that time. At that time when we called back ten days later,
18 they said, "We need 45 days." We are now at 90 days and they
19 said, "We need another 45 days."

20 I've been trying to get a hold of the mortgage
21 company. The Latines, who own the property, have been trying
22 to get a hold of them. It's sporadic. I called the CEO.
23 They had his secretary call me back. She gave us the four
24 names of the people who should be handling this and they were
25 the wrong people. I spent an hour on the phone today with
26 their customer service trying to get a number to their
27 corporate and got hung up on.

28 So I have guaranteed the Latines. I've already
29 given them an earnest deposit and we have a purchase
30 agreement. I am buying that land from them. They are even at

1 the point where they're like, if everything falls through,
2 we're at the point where we might pay off the house at this
3 point and then it would be a nonissue with the mortgage
4 company, but they haven't done that. His wife just lost her
5 job. So they, obviously, don't want to do that right now.

6 This site plan is kind of like, for me, it's kind of
7 upsetting because we want the big back yard. Right now, we're
8 having to move the house back 20 feet. We bought the lot
9 hoping, when talking to the neighbors and everything, that we
10 would have 143 foot or 123 foot back yard. Big family, my
11 wife's Italian. I am half Italian but my wife is Italian, so
12 you know the size of the family I'm talking about. But even
13 in this site plan with moving it back 20 feet, I am just kind
14 of like succumbing to that because we're giving the 5 feet
15 buffer. I would really like to have zero foot buffer because
16 then we'd only have to move the house back very little and I
17 could still have the big back yard and they can get started.

18 Right now, like we said, we signed the contract in
19 December, talked to the mortgage company, NewRez, who owns
20 this part of the property, and it's just been an absolute
21 nightmare for us. We're super excited to build our house in
22 Concord Township. We are very excited about all that. But,
23 right now, we're just at the point of like giving up, in a
24 sense, you know. So if we can move the house back as little
25 as possible, I am eventually going to own that. Like I said,
26 I've already put an earnest deposit down with the Latines and
27 I have a purchase agreement to buy that property from them.

28 And so we're just kind of at the mercy of you guys.
29 Poor Heather, I have called Heather about a million times
30 asking her to do something and this is, finally, we're here.

1 But again, like I said, this is like, for me, like a Plan B.
2 Like, unfortunately, three months later, we want to start
3 building, you know.

4 CHAIRMAN VALENTIC: Yeah, okay. Thank you. Does
5 anyone else from the board have any questions?

6 MS. JARRELL: Is this going to be -- Are you tapped
7 into sewer?

8 MR. PHUNGRASAMEE: Yes.

9 MS. JARRELL: You're tapped into sewer. Did you get
10 an extension on your purchase contract?

11 MR. PHUNGRASAMEE: Yes, yes. I don't know if you
12 have the correct one but the title company has the correct
13 one.

14 MR. MEYERS: We probably have the old one. It was
15 my document that I sent because he had given us a copy. So I
16 probably didn't give you the new one. I apologize.

17 MR. PHUNGRASAMEE: Even if we get the variance, I
18 have already talked to the Latines. Like I said, she lost her
19 job. I have already guaranteed them that we'll buy that lot
20 regardless even if you guys say, "Hey, with the 5 foot buffer,
21 zero foot buffer." I've already talked to them and told them
22 that I will buy the lot regardless. So --

23 MR. DYNES: Are the Latines on the phone or are
24 they --

25 MR. MEYERS: I have a letter from them they signed.
26 They weren't able to be here but I do have a letter, if you
27 would like a copy of that.

28 MR. DYNES: I guess I am interested, too. I mean,
29 the purchase agreement that you have, I mean, I appreciate you
30 providing this. It seems to be --

1 MR. MEYERS: That's the letter from the Latines.

2 MR. DYNES: This is not the agreement with the
3 Latines, correct?

4 MR. PHUNGRASAMEE: That is -- The purchase
5 agreement?

6 MR. DYNES: Yes. It doesn't identify the Latines or
7 anybody else as --

8 MS. JARRELL: No. It doesn't have the parcel number
9 on it or --

10 MR. MEYERS: This is what the title company sent to
11 me. That's our copy of the purchase real estate agreement.

12 MR. PHUNGRASAMEE: I can get the Latines on the
13 phone if you would like that.

14 MR. MEYERS: It says in the letter that he is
15 purchasing as well.

16 MR. PHUNGRASAMEE: They were pretty upset. It's a
17 weird shaped lot and we've got the -- I am sorry. It's a
18 weird shaped lot and then we have the riparian in that, also.
19 So it's kind of like, you know, I mean, just trying to make it
20 all work, you know.

21 MS. JARRELL: What do you mean, you will buy the
22 property regardless?

23 MR. PHUNGRASAMEE: So the area, we own the property.
24 That little area where the property line is, where the green
25 line is, the old property line.

26 MS. JARRELL: Yes.

27 MR. PHUNGRASAMEE: So the creek, where the blue line
28 is, that's the creek. So their property backs up to the
29 creek, then comes over the creek and is that quarter acre
30 right there. So I told them let's just, because I only need,

1 technically, if you look at that, I only need 3,200 square
2 feet to be able to move the house up to where we would like
3 it. But when I talked to them, they were like, "Listen, it's
4 weird that the lot, we have part of the creek. We would be on
5 your side, technically, of the creek. So like if we're going
6 to do this, we want to sell from the creek over." So that
7 quarter acre of a lot, that's what that square is. I don't
8 know if you see.

9 MS. JARRELL: Yes.

10 CHAIRMAN VALENTIC: This area.

11 MR. PHUNGRASAMEE: Yeah, that's a quarter of an
12 acre. I told them, we negotiated a price and I told them
13 that -- If they could have gotten the mortgage release and
14 everything like that, it would be an nonissue. But right now,
15 I told them that I'll buy that portion of it whether I get the
16 variance or not, you know, because if I get the variance and
17 you guys approve it 5 feet off the property line and all that
18 kind of stuff, I wouldn't need to buy that piece of property,
19 but I told them I would buy it regardless. So I am going to
20 buy that regardless, like I said, because --

21 MR. MEYERS: The purpose of the variance is just to
22 start construction while we're waiting for this release. That
23 is the main purpose of the variance.

24 MS. JARRELL: Right.

25 CHAIRMAN VALENTIC: Once the property is purchased,
26 then a variance isn't required.

27 MR. PHUNGRASAMEE: It's not even needed.

28 MR. MEYERS: It isn't necessary, that's right.

29 MR. PHUNGRASAMEE: That's where we're at. That's
30 what I am saying is, if we can move the house back as little

1 as possible, we were talking and we were saying that 5 foot
2 buffer from the property line is kind of -- but that pushes
3 the house back 20 feet. If we have zero buffer, which will
4 eventually be my property, it only moves the house back a
5 couple of feet. You know what I mean? I know 20 feet doesn't
6 seem like a lot but it's kind of a, you know. It's just been,
7 like I said, it's been a nightmare.

8 MS. JARRELL: Well, it would have been good to see a
9 binding contract. This is, you know --

10 MR. MEYERS: I apologize. I didn't -- That is what
11 they sent over.

12 MR. PHUNGRASAMEE: Would you like me to try to get
13 them on the phone?

14 MS. JARRELL: Proof of, you know -- I mean, can we
15 do a temporary variance?

16 CHAIRMAN VALENTIC: No, it's not a temporary
17 variance. It's still --

18 MS. JARRELL: I mean, it goes on perpetually.

19 CHAIRMAN VALENTIC: My understanding, it's just a
20 variance. The fact that it's temporary is because they're
21 going to purchase that property. It's not a temporary
22 variance, right?

23 MR. DYNES: Heather, with the purchase of the
24 property, is it then, in fact, sufficient? Does it meet all
25 the --

26 MR. PHUNGRASAMEE: It meets all the requirements.

27 CHAIRMAN VALENTIC: Hold on, sir.

28 MR. DYNES: So with the purchase of that additional
29 lot, does it then, in fact, meet all the minimum width
30 requirements of the property or are we still --

1 MS. FREEMAN: Yes.

2 MR. DYNES: I am sorry. That's right. I am looking
3 at the 73 -- okay, yeah.

4 MS. FREEMAN: If the sale goes through as intended,
5 they'll well exceed the minimum lot width and the right side
6 yard setback, the second --

7 MR. DYNES: Right, the 5, okay.

8 MS. JARRELL: Is there anything that would lead you
9 to believe that they're not going to get this portion of their
10 property released from their mortgage?

11 MR. PHUNGRASAMEE: No. The only problem we're
12 having is they, their original loan was with a company called
13 PCC Mortgage. Then, as we all know, they just sell the
14 mortgages, sell the mortgages. So it's now owned by a company
15 called NewRez. They have told us that there is no problem
16 with releasing it, who we've talked to. Now, trying to get
17 them on the phone is a different story. Like, I've been
18 trying all week to try and get them on the phone and be like,
19 "Hey, can you give us a time frame? Are we talking 30 days?"
20 Unfortunately, they told us it would be 30 to 45 days but this
21 is the third time. We've been, since we sent the original
22 paperwork in, it's been 90 days and they're still -- we're
23 still kind of on the hook with them.

24 The Latines are in good standing with the mortgage.
25 This is just me telling you that they are in good standing
26 with the mortgage. They have enough equity in their property.
27 This is what they've been telling the title -- NewRez has told
28 the title company but they just keep saying, "We need 30 to 45
29 days." Again, we are at 90 days. So it's just kind of
30 wanting to get started. I mean, excited to be in Concord

1 Township and have a new house and all that, have the big back
2 yard that we want but now we're kind of --

3 MS. JARRELL: And it's good, you know, that you have
4 these new legal definitions but there is nothing here proving
5 that that's all been approved.

6 MR. PHUNGRASAMEE: It's stamped there.

7 MS. JARRELL: It's stamped by the surveyor.

8 MR. MEYERS: Right, okay. I have the big, huge
9 drawings in my car, if we need to get those, but I believe
10 they're the same as that but it's been filed.

11 MR. DYNES: Well, you know, I think we're excited
12 for you, too. We want you to do this. Our problem is, it's
13 pretty substantial and we have some incomplete documents here.

14 MR. MEYERS: Okay.

15 MR. DYNES: So as Ms. Jarrell noted, we don't have
16 evidence that it's been approved by the county. The surveyor
17 stamp, that's one thing. The contract, we have one page of it
18 which is, it's rather lacking. It doesn't identify the
19 sellers and we don't have the entire contract. So I
20 appreciate that you provided that for us but, again, it's
21 lacking in providing enough information for us to really truly
22 understand.

23 MR. MEYERS: Okay.

24 MR. DYNES: Now, beyond that, it certainly would be
25 helpful if we could hear from the Latines or if --

26 MR. MEYERS: Did you not get --

27 MR. DYNES: Well, hang on. Let me finish.

28 MR. MEYERS: I'm sorry.

29 MR. DYNES: I understand that there is difficulty
30 with the mortgage company and that's not your fault. I get

1 that. But it's also difficult for us to reconcile that in
2 light of not having anything from them or some evidence from
3 them that you are, in fact, working towards this to get this
4 done. So the other element of this is -- I am not suggesting
5 that you are a distrustful person -- but, clearly, we could
6 approve this and you could very well then say, "Well, I don't
7 need to buy this. This is all going away. It's been too much
8 of a hassle for me anyway," and now we've provided that
9 approval and, in fact, you don't go through with the purchase.

10 Again, so we want to do what we can for you. We
11 want to help you. Personally, for me -- I can't speak for the
12 entire board -- I am just struggling with the lack of
13 information right now, and this is the information that I
14 really need to convince me to put me over the edge to approve
15 this.

16 MR. MEYERS: I believe -- I am sorry. I believe
17 maybe there was a copy error because this, the Latines are on
18 here. Here is the contract with the back. Maybe there is not
19 a back page on yours, and I apologize.

20 CHAIRMAN VALENTIC: Can you pass that over?

21 MR. MEYERS: Yeah, I will gladly pass this too. I
22 apologize if that didn't -- my secretary didn't copy that
23 right. That's why I was confused at first because we did get
24 that from title company, so it must have been the back page
25 just didn't get copied.

26 MS. JARRELL: So did you just start trying to
27 contact NewRez this week? Because I know, in fact, they are
28 operating.

29 MR. PHUNGRASAMEE: No, no. I actually called
30 NewRez, their CEO, back in May because we were working with

1 the title company. Like I said, around March 10th we gave
2 them the original paperwork. Like around March 20th, we
3 called them and they said, "No, we need all this additional
4 paperwork." We sent that in certified mailed. They said they
5 received it on April 20th and it was in their underwriting
6 department. The title company, All Title, called weekly. And
7 then in May when we got a hold of somebody, they said, "We
8 don't have any of the paperwork." The Latines and the title,
9 Debbie with the title company, said, "Well, you've been
10 telling us it's been in underwriting." And they're like,
11 "Well, I don't know who you talked to. It's not been in
12 underwriting." So that's when I contacted the CEO, left him a
13 voicemail. His secretary called me back.

14 We're finally in touch with the right person but,
15 again, they're working from home and they are not -- I don't
16 know. I mean, I just, business wise, I don't know what kind
17 of business model they have. This week I contacted them, been
18 trying to get a hold of anybody and everybody and, like I
19 said, I've just been kind of getting the running-around.
20 So --

21 MR. MEYERS: And I have a letter from All Title that
22 Debbie signed saying that she's been doing that with the March
23 10th date on it, if you would like a copy of that as well.

24 MR. PHUNGRASAMEE: And I've given the Latines an
25 earnest deposit.

26 MS. JARRELL: I see that.

27 MR. PHUNGRASAMEE: Okay.

28 MR. MEYERS: Here's the contract. It wasn't --
29 There was a back page.

30 CHAIRMAN VALENTIC: Can we make sure this gets over

1 to Heather. You guys take a look at that and, Skip, give that
2 to Heather so she has that.

3 MR. SWEENEY: Yeah.

4 CHAIRMAN VALENTIC: Blair, do you have any other
5 questions?

6 MR. HAMILTON: No, not at this time.

7 CHAIRMAN VALENTIC: If you guys can stay up there, I
8 just want to see if there is somebody on the phone.

9 Heather, can we just see if there is anybody on the
10 phone? Is there anybody that is on the line that would like
11 to speak on this variance?

12 MR. BABRAUCKAS: Bob Babrauckas, 7321 Brookridge
13 Lane. I reviewed all the documentation and I am okay with
14 everything. My wife is also.

15 CHAIRMAN VALENTIC: Okay.

16 MS. JARRELL: And do you -- Where do you live in
17 proximity to this property, sir?

18 MR. BABRAUCKAS: We live right next to Justin and
19 Ashley. I guess it would be the -- He has a 15 foot property
20 drawing. I guess it would be the south, south part of the --

21 CHAIRMAN VALENTIC: Okay.

22 MR. BABRAUCKAS: But we're all okay with everything.
23 Can't wait for them to start building.

24 CHAIRMAN VALENTIC: Thank you.

25 MR. BABRAUCKAS: No problem.

26 CHAIRMAN VALENTIC: Is there anybody else that's on
27 the phone that would like to speak for or against this appeal?
28 (No response.) Any other questions from the board? Skip?

29 MR. SWEENEY: Not that this matters but did you --
30 No, I don't have any questions.

1 CHAIRMAN VALENTIC: You sure?

2 MR. SWEENEY: Yeah.

3 CHAIRMAN VALENTIC: Okay.

4 MR. SWEENEY: Well --

5 CHAIRMAN VALENTIC: Go for it.

6 MR. SWEENEY: Did they -- The Latines, how big is
7 their lot?

8 MR. PHUNGRASAMEE: It's over an acre.

9 MR. SWEENEY: Okay. And they have the creek.
10 You've got the creek.

11 MR. PHUNGRASAMEE: Yes, sir. So the front of their
12 house --

13 MR. SWEENEY: And then the rest of their property.

14 MR. PHUNGRASAMEE: The front of their house faces
15 Brookfield.

16 MR. SWEENEY: Right.

17 MR. PHUNGRASAMEE: And their back, their side --
18 They're on the corner, so the side of their property is on
19 Brookridge.

20 MR. SWEENEY: Right.

21 MR. PHUNGRASAMEE: So their back yard comes all the
22 way down and then the creek and then the extra quarter of an
23 acre.

24 MR. SWEENEY: So what if you just came in here and
25 asked for a variance on the 15 foot side lot, side yard
26 setback? Would they have a problem with it?

27 MR. PHUNGRASAMEE: You know, I don't know if they
28 would. I don't think they would.

29 MR. SWEENEY: Whether you buy the property or not,
30 do you think they would have a -- Well, if you bought the

1 property --

2 MR. PHUNGRASAMEE: Do I think they would have a
3 problem with it? No. But, I mean, it's because we've had
4 this relationship where now that we've gone through this whole
5 thing with their mortgage company, we've kind of bonded. But
6 at this point, I think they're kind of anticipating me buying
7 that lot because financial, financially, they're, I mean, they
8 want that money at this point.

9 MR. SWEENEY: Right.

10 MR. PHUNGRASAMEE: So, I mean, if we were to call
11 them now, I think they would be okay with it but, I mean,
12 they're also --

13 MR. SWEENEY: Would they be willing to carry the
14 financing?

15 MR. PHUNGRASAMEE: For the lot?

16 MR. SWEENEY: For the mortgage.

17 MR. PHUNGRASAMEE: For -- I am sorry.

18 MR. SWEENEY: Well, because you're trying to get --
19 I mean, you say they have equity in the house.

20 MR. PHUNGRASAMEE: Yes.

21 MR. SWEENEY: I have never seen a mortgage
22 situation, I don't know what provision in their mortgage
23 requires them to notify their company if there is a reduction
24 on something that affects the value.

25 MS. JARRELL: They absolutely have to because that's
26 the collateral.

27 MR. SWEENEY: I just don't know. I've never
28 experienced it before in my life.

29 MR. PHUNGRASAMEE: I actually got an appraisal on
30 their property before the split and after the split and it's a

1 \$10,000 price difference.

2 MR. SWEENEY: Yeah, right.

3 MR. PHUNGRASAMEE: And I'm paying more than 10 for
4 the lot.

5 MR. SWEENEY: And my guess is, when push comes to
6 shove, the mortgage company is not going to care about that,
7 they're not.

8 MR. PHUNGRASAMEE: No. And, again, any other normal
9 circumstances, I believe it would have been done within like
10 two weeks like they originally told us but because of all
11 this, it's just all over the place.

12 MR. SWEENEY: Okay.

13 MS. JARRELL: Is that contract down there somewhere?

14 MR. SWEENEY: I gave it to Heather. I don't have
15 any other questions.

16 MR. PHUNGRASAMEE: Like I said, the goal would be
17 that they settle and we don't need a variance. I mean, Plan B
18 would be that you guys say there needs to be zero buffer. And
19 Plan C is we have to push the house back 20 feet so there is a
20 5 foot buffer. But like I said, sometime in the near future,
21 I am going to own that piece of property and I can get the --
22 I might be able to get the Latines on the phone at this point
23 if you guys would like that.

24 CHAIRMAN VALENTIC: Just so it's clear, sir, what we
25 have on the docket, what we're voting for tonight is a 5 foot
26 side yard setback.

27 MR. PHUNGRASAMEE: Yeah.

28 MR. MEYERS: That's what we talked about.

29 MR. SWEENEY: That's it.

30 MR. MEYERS: That's it. That's what we're asking

1 for, correct.

2 MR. DYNES: So my question, Heather, we talk about
3 some of the riparian setbacks. I see that, in October 2018,
4 we approved 50 foot in lieu of a 75. Does this then in any
5 way invalidate that or does it violate that previous riparian
6 setback?

7 MS. FREEMAN: No. That previous variance, the
8 riparian setback is still being upheld on this site plan.

9 MR. DYNES: Still being honored, okay.

10 MS. FREEMAN: Actually, it pushes the house a little
11 bit more away from that 50 foot.

12 MR. DYNES: Okay.

13 MR. MEYERS: The riparian is noted in the site plan
14 as that dotted line.

15 MR. DYNES: I see it, yep.

16 MS. JARRELL: And you signed an extension on the
17 contract?

18 MR. PHUNGRASAMEE: Yes, I have signed one extension.
19 I don't know how far it went, to be honest with you because,
20 like I said, we're at 90 days now and -- But they did cash
21 that check and I can show you the cleared check.

22 CHAIRMAN VALENTIC: Okay. Brandon, do you have any
23 further questions before we close this out?

24 MR. DYNES: No. Was there anybody else on the phone
25 besides --

26 CHAIRMAN VALENTIC: No, there was no one else on the
27 phone. I asked twice. Is there anyone else?

28 MS. FREEMAN: No.

29 CHAIRMAN VALENTIC: No, okay. Chris, before we
30 close this to the public, do you have any other questions?

1 MS. JARRELL: I don't, I don't think so.

2 CHAIRMAN VALENTIC: Okay. Gentlemen, you can be
3 seated.

4 MR. MEYERS: Thank you.

5 CHAIRMAN VALENTIC: If there is no further
6 questions, the public hearing for Variance Number 2020-63 is
7 now closed to the public. Can I have a motion to approve
8 Variance Number 2020-63?

9 MR. SWEENEY: So moved.

10 MR. DYNES: Second.

11 CHAIRMAN VALENTIC: All right. Discussion from the
12 board. Chris, what are your concerns?

13 MS. JARRELL: Well, I mean, I would have liked to
14 have seen an extension on the contract. I know the earnest
15 money has been deposited and cashed but that doesn't have
16 anything to do with the completion of the sale. If something
17 were to happen, then that earnest money would go back to you
18 as a buyer.

19 So, and then we have, we've got a letter from the
20 title company indicating that we do have approval from the
21 county but it would have been nice to have that actual
22 documentation rather than just this letter from title. I
23 mean, I am in real estate. So I look at this contract and
24 it's like, you know, it doesn't even have the parcel number on
25 there. And I would want to see an extension. I know I would
26 want to see the approval for Lake County. That's just, that's
27 just my opinion.

28 MR. DYNES: I guess, you know, all those things are
29 important to me and we asked the question and I know I respect
30 everything Chris is saying. I guess what we're left with, so

1 that you understand, is, I appreciate your efforts but we are
2 really -- all of that is quite irrelevant to us. We are
3 simply today looking at what your request is and what the
4 variance is. All those things provide us additional
5 information as to what you may do in the future but, again,
6 that's ultimately irrelevant. So, certainly, we understand
7 that it may be unnecessary and be moot at some point in time.
8 But for today's consideration, you know, I was interested and
9 asked the questions but really it has no bearing on our
10 decision.

11 So I guess we have to simply decide, do we approve
12 the variance? And I think Chris's points are all well taken.
13 She's 100 percent accurate. It would have been helpful for us
14 for that but I am looking at it just based upon those
15 requests. I am not hearing anybody objecting. There is no
16 one else here saying they don't agree with it. We have
17 someone on the phone who is on the opposite side who says he
18 agrees. The Latines aren't here. The Latines clearly got
19 notice. They have been advised. So --

20 CHAIRMAN VALENTIC: And they did sent a letter.

21 MR. DYNES: They sent a letter. So as far as I am
22 concerned right now, my decision comes down to whether or not
23 this is too substantial. It's a unique lot. I get it. It
24 looks like, where else are you going to build? Ultimately, as
25 I take it all into consideration, I am in favor of it based on
26 upon all the needs and based upon what I have heard.

27 So I appreciate what you provided to us. On the
28 other end of things, I know that you and I have certain
29 opinions on those things, a certain way we look at it but I
30 guess, at the end of the day, it's moot.

1 CHAIRMAN VALENTIC: Blair, do you have anything to
2 add to the discussion?

3 MR. HAMILTON: I think I will just add that, while
4 it is certainly a substantial variance and it could be solved
5 by moving the house back further than reducing the rear yard
6 footage, that, you know, based on the neighborhood, the 5
7 feet, to me, because of the creek and the topography and the
8 adjacent home, really isn't an issue in terms of a visual for
9 the placement of the house. So that's my comment.

10 CHAIRMAN VALENTIC: Skip, do you have anything to
11 add?

12 MR. SWEENEY: Yeah. I am just putting this in
13 terms. Again, thanks for all the information on this but,
14 frankly, I could care less. I mean, no offense, but that does
15 not come into our factors. And I hope you get it and I hope
16 it goes through because it's always good to have more land,
17 you know. But I am just looking at this in terms of a worst-
18 case scenario. If the Latines say, you know, "We don't -- We
19 object do this," you know, at some point, I mean, let's say
20 this was not purchased and they came in here and said, "We
21 object to it because it's too close to the side yard," I don't
22 think that -- It wouldn't sway me. Okay? So -- And that is
23 really the chief impediment that I would base my decision on.
24 And even assuming that they came in here and said that, it
25 still wouldn't affect my decision.

26 So I just don't think it's -- I mean, as Blair said,
27 it's substantial, quote, unquote, but in terms of this
28 particular situation, it's not an issue. So --

29 CHAIRMAN VALENTIC: All right. I don't have
30 anything to add to what everyone just said. So then the

1 question is on the approval of the Variance Appeal Number
2 2020-63. A yes vote approves the variance, a no vote denies
3 it. Heather, please call the vote.

4 MS. FREEMAN: Mr. Dynes?

5 MR. DYNES: Yes.

6 MS. FREEMAN: Mr. Hamilton?

7 MR. HAMILTON: Yes.

8 MS. FREEMAN: Mr. Sweeney?

9 MR. SWEENEY: Yes.

10 MS. FREEMAN: Ms. Jarrell?

11 MS. JARRELL: No.

12 MS. FREEMAN: Mr. Valentic?

13 CHAIRMAN VALENTIC: Yes. The variance has been
14 approved. Thank you. Have a good evening.

15 MR. SWEENEY: Good luck.

16 MR. PHUNGRASAMEE: Thank you.

17 CHAIRMAN VALENTIC: All right. Next on the
18 agenda --

19 MR. SWEENEY: Start building.

20 MR. PHUNGRASAMEE: What?

21 MR. SWEENEY: Start building.

22 MR. PHUNGRASAMEE: Yeah. Thank you, guys. Thank
23 you very much.

24 CHAIRMAN VALENTIC: Next on the agenda is election
25 of chair and vice chair. Can I get a motion?

26 MR. DYNES: I move to nominate that Mr. Valentic
27 continue to serve as he's done admirably --

28 MR. SWEENEY: Second.

29 CHAIRMAN VALENTIC: Can he finish? I thought he
30 was --

1 MS. JARRELL: He wants to hear the good things.

2 CHAIRMAN VALENTIC: Sit back. It's going to be a
3 long one.

4 MR. DYNES: -- as he's done admirably, not only for
5 this Board of Zoning Appeals in Concord Township but its
6 residents and everybody who are involved with him, including
7 the Zoning Department, the Trustees and everybody else.

8 MR. SWEENEY: Here, here.

9 MR. DYNES: I think he's a true asset to this Board
10 of Zoning Appeals. And I think Mr. Sweeney has also proven to
11 be a true asset to this Board of Zoning Appeals and everybody
12 else in the public. I would, therefore, nominate him to serve
13 as vice chair.

14 CHAIRMAN VALENTIC: Okay. Do we just all in favor
15 say "aye"?

16 MS. FREEMAN: Yes.

17 CHAIRMAN VALENTIC: All right. All in favor of that
18 nomination say "aye."

19 (Five aye votes, no nay votes.)

20 CHAIRMAN VALENTIC: Approved. Congratulations,
21 Skip. Thank you, everybody.

22 MR. SWEENEY: Congratulations, Ivan.

23 CHAIRMAN VALENTIC: All right. One last thing is
24 the approval of minutes from May 13th. Can I please get a
25 motion for the approval of the minutes from May 13th?

26 MS. JARRELL: So moved.

27 MR. SWEENEY: So moved.

28 CHAIRMAN VALENTIC: Any -- A second from anyone?

29 MR. SWEENEY: Second.

30 CHAIRMAN VALENTIC: Any additions or deletions to

1 those minutes, changes?

2 MR. DYNES: No.

3 CHAIRMAN VALENTIC: All in favor of the minutes as
4 written from May 13, 2020, please, I guess, vote yea or nay, I
5 guess.

6 (Five yea votes, no nay votes.)

7 CHAIRMAN VALENTIC: All right. The minutes have
8 been approved. Did anyone abstain?

9 MS. JARRELL: No.

10 CHAIRMAN VALENTIC: All right. The Concord Township
11 meeting for the Board of Zoning Appeals for June is now
12 closed.

13 (Whereupon, the meeting was adjourned at 7:50 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 June 2020.

Melinda A. Melton

Melinda A. Melton
Registered Professional Reporter

Notary Public within and for the
State of Ohio

My Commission Expires:
February 4, 2023

