COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

CITY OF SPRINGFIELD
FORWARD OHIO TOGETHER

Board of Zoning Appeals Staff Reports 2020

Monday, December 21, 2020
7:00 P.M.
Virtual

Agenda
Board of Zoning Appeals
Springfield, Ohio
Monday, December 21, 2020
7:00 P.M.

1. **Call to Order**

2. **Roll Call**

3. **Approval of November 16, 2020 Meeting Minutes** — ACTION

4. **Swearing In of Witnesses** — ACTION

5. **Case #20-A-24** — DISCUSSION & ACTION

   Request from Carla Grist for a variance from Chapter 1156.01 to construct a privacy fence over 2.5 feet tall in a front yard at 1029 S Fountain Ave. in a RM-12, Low-Density, Multi-Family Residence District

6. **Case #20-A-25** — DISCUSSION & ACTION

   Request from John Hart for a variance from Chapter 1135.27(b) to allow for a cargo container as the primary use on a property at 237 Selma Rd. in a CC-2, Community Commercial District

7. **Case #20-A-26** — DISCUSSION & ACTION

   Request from John Hart for a conditional use to allow for a cargo container at 237 Selma Rd. in a CC-2, Community Commercial District

8. **Case #20-A-27** — DISCUSSION & ACTION

   Request from Clay Chester for a variance from Chapter 1150.01 to construct a house in a front yard setback at 736 E Northern Ave. in a RS-8, Medium-Density, Single-Family Residence District

9. **Case #20-A-28** — DISCUSSION & ACTION

   Request from Clay Chester for a variance from Chapter 1150.01 to construct a house in a front yard setback at 720 E Northern Ave. in a RS-8, Medium-Density, Single-Family Residence District

10. **Case #20-A-29** — DISCUSSION & ACTION

    Request from New Covenant Temple Church of God for a conditional use permit for a community center at 1735 Clay St. in a RS-8, Medium-Density, Single-Family Residence District

11. **Case #20-A-30** — DISCUSSION & ACTION

    Request from Alex Robinson for a conditional use permit for an automotive use at 902 S Yellow Springs St. in a M-1, General Manufacturing District

12. Case #20-A-31 Request from Timothy Rigel for a conditional use permit for a commercial recreational use (bingo hall) at 2205 Park Rd. in a CC-2, Community Commercial District	DISCUSSION & ACTION
13. 2021 Board Calendar	DISCUSSION & ACTION
14. Elect Chair and Vice-Chairperson for 2021	DISCUSSION & ACTION
15. Board Comments	DISCUSSION
16. Staff Comments	DISCUSSION
17. Adjourn – Next meeting is January 20, 2021	ACTION

2020 Board of Zoning Appeals Call to Order: Roll Call

Name	Term Expiration
Mark Brown	03/13/2021
James Burkhardt	03/31/2021
Rhonda Zimmers	01/06/2022
Dori Gaier	05/11/2022
Denise Williams	08/02/2022
Charles Harris	03/26/2022
Matthew Ryan	08/11/2023
Quorum - 4	

BOARD OF ZONING APPEALS
Springfield, Ohio
Monday, November 16, 2020
7:00 P.M.
Virtual

Meeting Minutes
(Summary format)

Chairperson Ms. Dori Gaier called the meeting to order at 7:00 P.M.

MEMBERS PRESENT: Ms. Rhonda Zimmers, Mr. James Burkhardt, Mr. Mathew Ryan, and Mr. Mark Brown, and Ms. Dori Gaier.

MEMBERS ABSENT: Ms. Denise Williams and Mr. Harris.

OTHERS PRESENT: Stephen Thompson, Planning, Zoning, and Code Administrator
Cheyenne Pinkerman, Community Development Specialist.

* * * * * * * * * *

SUBJECT: Approval October 19, 2020 meeting minutes.

Ms. Gaier asked if the Board had any corrections or additions to add to the minutes.

Hearing none, Ms. Gaier asked the Board members to voice yes if they were in favor of approving the minutes. Members voiced yes.

Ms. Gaier asked if any opposed to voice nay. Hearing none, Ms. Gaier stated the minutes stand approved.

Case #20-A-21 Request from Big Lots for a conditional use permit to allow for a cargo container for storage at 205 E Leffel Ln. in a CH-1, Highway Commercial District.

Ms. Gaier stated that the public hearing was now open and asked for Mr. Thompson to read the staff report.

The applicant seeks a conditional use permit to place cargo containers on the property for storage. The applicant states the containers are needed to maintain and grow the business.

Chapter 1135.27 regulates cargo containers. The code states *"Cargo containers exceeding 120 square feet are allowed in commercially zoned districts only as a conditional use. They may not be located in any setback required by zoning, nor be placed upon required parking, nor may their combined area exceed 7% of the floor area of the permanent structures on the site. They cannot be stacked."*

The business has approximately 25,000 square feet of floor area, meaning they can have up to 1,750 square feet of cargo containers.

ANALYSIS for Conditional Use:

In considering an application for a conditional use, the Board shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a conditional use, the Board shall review the facts and circumstances of each proposed conditional use in terms of the following standards and shall find adequate evidence showing that the proposed conditional use at the proposed location:

(1) Would not be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Board shall use and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision;

Staff Comment: *It would not.*

(2) Is in fact a conditional use as established under the provisions of this Springfield Zoning Code as eligible to be permitted in the district involved;

Staff Comment: *Yes.*

(3) Will be harmonious with and in accordance with the general objectives, or with any specific objective of this Springfield Zoning Code;

Staff Comment: *Yes.*

(4) Will be designed, constructed, operated and maintained as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the same area;

Staff Comment: *Yes.*

(5) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

Staff Comment: *Yes.*

(6) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

Staff Comment: *It will not.*

(7) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares. Upon authorizing a conditional use, the Board shall impose such requirements and conditions with respect to location, construction, maintenance and operation, in addition to those expressly stipulated in this Springfield Zoning Code for the particular conditional use, as the Board may deem necessary for the protection of adjacent properties and the public interest.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service Department:	Recommend approval
Building Inspections:	Recommend approval; need to come through the building department as there is a mandate put out by the state of Ohio on how the unit is built and the material used. Permit may or may not be issued depending on the submittal.
Fire Department:	Recommend approval
City Manager's Office:	Recommend denial; we do not want a cargo container facing the highway. This would be adding to the perception of dis-investment when we're really trying to active the S. Limestone Corridor and the surrounding areas.

STAFF RECOMMENDATION:

Approval of the conditional use permit.

Ms. Gaier asked stated the reports stated different numbers of square footage and questioned where the figures came from.

Mr. Thompson explained he used mapping software for his measuring. Mr. Thompson explained the board should go off what the applicant presented.

Ms. Gaier asked what the current square footage was of the containers already in place.

Mr. Thompson stated he was unsure.

Ms. Zimmers remember a similar case from a church requesting storage containers and it being denied. Ms. Zimmers questioned why some were approved or other were denied.

Mr. Thompson explained the church was on North Limestone Street, in Chapter 1135, cargo containers are regulated differently based on the zoning district. Mr. Thompson explained in manufacturing districts there weren't really any regulations on storage containers. Mr. Thompson explained the commercial zoning has permitted them as long as they are approved by the zoning board and they don't exceed seven percent of the flooring area. Mr. Thompson explained in residential areas, like the church, they can be used temporarily and that would be the difference.

Ms. Gaier questioned if a screening process should be put into place in regards to the city managers concerns.

Mr. Thompson stated that could be part of the finding of facts or recommend approval with some sort of screening requirement.

Ms. Gaier questioned if the case came from a complaint that was received since the containers were already in place.

Mr. Thompson stated the case did not come from a complaint. Mr. Thompson explained he believed the applicant already placed them and then reached out to see what they needed to do.

Ms. Gaier asked if the board has any further questions for Mr. Thompson. Hearing none, Ms. Gaier asked if the applicant or applicant's agent wished to speak.

Mr. Thompson swore the witness in.

Mr. Steve Littman, 6233 Windbrook Drive, Blacklick, OH 43004

Mr. Littman explained the trailers were there because the store has been remodeled. During that time the trailers were dropped in for furniture. Mr. Littman explained the store does not have a place to store the furniture in the store. Mr. Littman explained at big lots, if you by furniture from the store, you take it home that day. Mr. Littman explained that was their competitive advantage over other furniture stores. Mr. Littman explained they were given permission from the landlord to keep the containers temporarily but now see it as a need to have them permanently to meet the storage needs. Mr. Littman explained the store has been underperforming for many years but since the remodel they have been doing very well and would like to keep that going. Mr. Littman explained between the three storage containers there were 920 square feet. Mr. Littman expressed his concern of the store not succeeding if they do not have the containers.

Ms. Gaier asked if the board had any further questions. Hearing no further discussion, Ms. Gaier asked if there was a motion to close the public hearing.

MOTION: Ms. Zimmers made a motion to close the public hearing. Seconded by Mr. Brown. Approval by voice vote.

Ms. Gaier stated that the public hearing was now closed and asked for a motion to approve Case #20-A-21.

MOTION: Motion by Mr. Burkhardt to approve case #20-A-21 request from Big Lots for a conditional use permit to allow for a cargo container for storage at 205 E Leffel Ln. in a CH-1,

Highway Commercial District. Seconded by Mr. Brown.

Hearing no further discussion or questions, the Board determined the following findings of facts:

1. The City Manager's Office recommends denial.
2. There is no opposition.
3. Screening would be appropriate.

YEAS: Ms. Zimmers, Mr. Burkhardt, Mr. Ryan, Mr. Brown, and Ms. Gaier.
NAYS: None.

Motion approved 5 to 0.

Case #20-A-22 Request from Sign Vision Company for a variance from Chapter 1155.07(b)(3) to construct a new monument sign closer than five feet to a property line at 3681 Middle Urbana Rd. in a Moorefield Township B-3S, General Business District.

Ms. Gaier stated that the public hearing was now open and asked for Mr. Thompson to read the staff report.

The applicant seeks a variance to construct a monument sign within a required setback for signs. The previous sign was removed as part of the Middle Urbana Road reconstruction and expansion. The pavement is only approximately 34 feet wide, but the right of way is approximately 116 feet wide. The width of the right of way and the required setback would place the sign in a location that would be difficult to see form the road. The location of the sign will be approximately 50 feet from the pavement. The final location will be approved by our Service Department if the variance is granted. The proposed sign will be a two-sided, 120 square feet sign.

ANALYSIS for Variance:

The Board may grant a variance only where there exists a "practical difficulty" as defined by the courts in Ohio in established case law. The Ohio Supreme Court's decision in Kisil v. City of Sandusky, (1984) 12 Ohio State 3d 30, is a land mark decision in establishing common law governing variances by distinguishing between "use" and "area variances." Area variances involve an exception from such requirements as yard, lot, and height standards. The Supreme Court established that a practical difficulty must exist before an area variance can be granted.

Then subsequent to this case, in Duncan v. Village of Middlefield, (1986) 23 Ohio 3d 83, the Ohio Supreme Court more fully explained the practical difficulty standards. The factors to be considered and weighed in determining whether a property owner seeking a variance has encountered a practical difficulty in the use of his/her property include, but are not limited to:

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;

Staff Comment: *Yes.*

2. Whether the variance is substantial;

Staff Comment: *Yes, however, the setbacks requirements would make the sign difficult to see from the road.*

3. Whether the essential character of the neighborhood will be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Staff Comment: *No.*

4. Whether the variance would adversely affect the delivery of government services (e.g., water, sewer);

Staff Comment: *Final sign placement will be approved by the Service Department.*

5. Whether the property owner purchased the property with the knowledge of the zoning restrictions;

Staff Comment: *Unknown.*

6. Whether the property owner's predicament can be obviated through some method other than a variance; or

Staff Comment: *No.*

7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service/Engineering Department:	Recommend approval; final sign location and approval must be approved per Chapter 902 of the Codified Ordinances of the City of Springfield.
Building Inspections:	Recommend approval; Engineer drawing required for monument sign
Fire Department:	Recommend approval
City Manager's Office:	Recommend approval

STAFF RECOMMENDATION:

Approval of the variance.

Ms. Gaier asked if the Board had any questions for Mr. Thompson. Ms. Gaier asked if the applicant or applicant agent wished to speak. Hearing no further discussion, Ms. Gaier asked if there was a motion to close the public hearing.

MOTION: Ms. Williams made a motion to close the public hearing. Seconded by Mr. Harris. Approval by voice vote.

Ms. Gaier stated that the public hearing was now closed and asked for a motion to approve Case #20-A-22.

MOTION: Motion by Mr. Brown to approve case #20-A-22 request from Sign Vision Company for a variance from Chapter 1155.07(b)(3) to construct a new monument sign closer than five feet to a property line at 3681 Middle Urbana Rd. in a Moorefield Township B-3S, General Business District. Seconded by Ms. Zimmers.

Hearing no further discussion or questions, the Board determined the following findings of facts:

1. There is no opposition.
2. The right of way is wide in that area.
3. There was previously a sign in the same location.

YEAS: Ms. Zimmers, Mr. Burkhardt, Mr. Ryan, Mr. Brown, and Ms. Gaier.
NAYS: None.

Motion approved 5 to 0.

Board Comments: None.

Staff Comments: None.

Subject: Adjournment

Mr. Burkhardt made a motion to adjourn the meeting. Seconded by Mr. Brown.

Ms. Gaier adjourned the meeting at 7:35 pm.

_____
Ms. Dori Gaier, Chairperson
Ms. Denise Williams, Vice-Chairperson

Agenda Item # 5

Case #20-A-24

Variance

STAFF REPORT

TO: Board of Zoning Appeals

DATE: December 16, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Case #20-A-24

GENERAL INFORMATION:

Applicant:	Carla Grist, 1029 S Fountain Ave., Springfield, OH 45506
Owner:	Carla Grist, 754 Linwood Ave., Springfield, OH 43205
Purpose:	For a variance from Chapter 1156.01 to construct a privacy fence over 2.5 feet tall in a front yard
Location:	1029 S Fountain Ave.
Size:	0.16 acre
Existing Land Use and Zoning:	Residential, zoned RM-12, Low-Density, Multi-Family Residence District
Surrounding Land Use and Zoning:	North: Residential, RM-12 East: Commercial, CN-2 and RS-8 South: Residential, RM-12 West: Residential, RS-8
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1156.01 Location and Height
File Date:	October 30, 2020

BACKGROUND:

The applicant seeks a variance to construct a six foot tall, wood privacy fence in a front yard. Corner lots, such as the subject parcel, have front yards along each street. The fence will be located in what is traditionally considered a front yard along W Grand Avenue. It will not be closer to S Fountain Avenue than the back of the house.

ANALYSIS for Variance:

The Board may grant a variance only where there exists a "practical difficulty" as defined by the courts in Ohio in established case law. The Ohio Supreme Court's decision in Kisil v. City of Sandusky, (1984) 12 Ohio State 3d 30, is a land mark decision in establishing common law governing variances by distinguishing between "use" and "area variances." Area variances

involve an exception from such requirements as yard, lot, and height standards. The Supreme Court established that a practical difficulty must exist before an area variance can be granted.

Then subsequent to this case, in Duncan v. Village of Middlefield, (1986) 23 Ohio 3d 83, the Ohio Supreme Court more fully explained the practical difficulty standards. The factors to be considered and weighed in determining whether a property owner seeking a variance has encountered a practical difficulty in the use of his/her property include, but are not limited to:

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;

Staff Comment: *Yes.*

2. Whether the variance is substantial;

Staff Comment: *No, the fence is located along what is traditionally considered a side yard.*

3. Whether the essential character of the neighborhood will be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Staff Comment: *No. The fence material and height was approved by the Historic Landmarks Commission.*

4. Whether the variance would adversely affect the delivery of government services (e.g., water, sewer);

Staff Comment: *No.*

5. Whether the property owner purchased the property with the knowledge of the zoning restrictions;

Staff Comment: *No.*

6. Whether the property owner's predicament can be obviated through some method other than a variance; or

Staff Comment: *No.*

7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service/Engineering Department: Recommend approval

Building Inspections:	Recommend approval;
Fire Department:	Recommend approval
City Manager's Office:	Recommend approval
Planning and Zoning:	Recommend approval

STAFF RECOMMENDATION:

Approval of the variance.

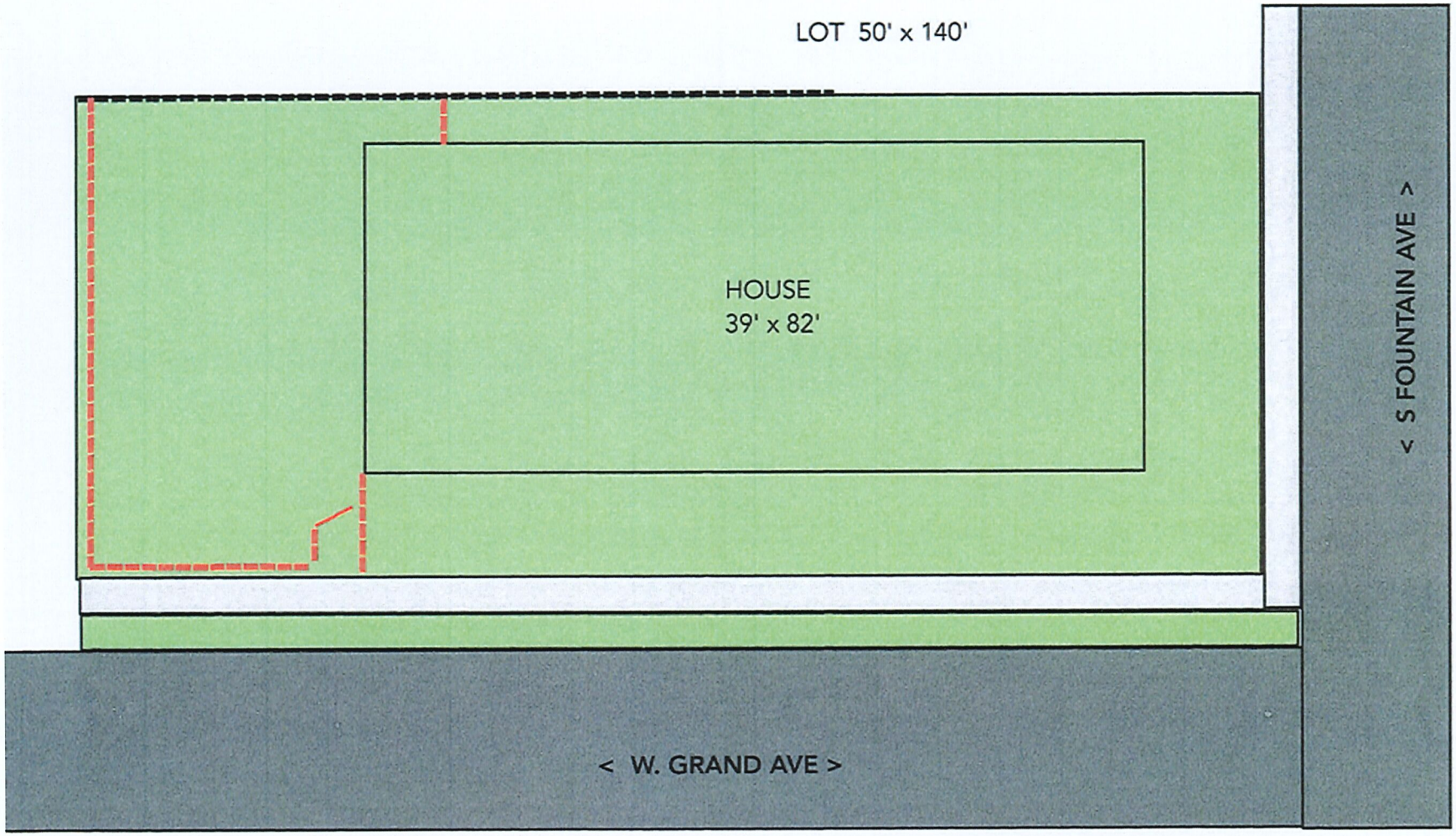
ATTACHMENTS:

1. Vicinity and zoning map
2. Application

#20-A-24
1029 S Fountain Ave.

#20-A-24
1029 S Fountain Ave.

S FOUNTAIN AVE



EXISTING FENCE

PROPOSED FENCE

PROPOSED PRIVACY FENCE
1029 S. Fountain Ave, Springfield, OH 45506
OWNER: Carla Grist Scale 1/4" = 4'

* Wood Fence Product
* HEIGHT: 6'
* Matching Gate Access off *Grand Ave*
* Posts set at Code 32" deep

PROPOSED PRIVACY FENCE
1029 S. Fountain Ave, Springfield, OH 45506
OWNER: Carla Grist Scale 1/4" = 4'

The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

FOR OFFICE USE ONLY
Case #: 20-A-24
Date Received: 10/30/20
Received by: ST
Application Fee: $ 57
Review Type:
☐ Admin ☐CPB ☐BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*:
6' Wood Privacy Fence for Backyard. Landmarks Commission already Approved. See attached for more detailed proposal.

2. Address of Subject Property: 1029 South Fountain Ave, Springfield, OH 45506

3. Parcel ID Number(s): 3400700034318023

4. Full legal description attached? ☒ yes ☐ no

5. Size of subject property: Lot size 140' x 50'

6. Current Use of Property: Residential

7. Current Zoning of Property: Residential

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☒ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): Carla Grist

Title: Owner

Company (if applicable): NA

Mailing address: 1029 South Fountain Avenue

City: Springfield State: OH ZIP: 45506

Telephone: ( ) 614.747.0716 Fax: ( ) NA

Email c.grist@me.com

3. If the applicant is agent for the property owner:
Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Carla Grist
Signature of Applicant

_____
Signature of Co-applicant

Carla Grist
Typed or printed name and title of applicant

_____
Typed or printed name of co-applicant

State of Ohio
County of Franklin

The foregoing instrument was acknowledged before me this 30th day of October, 2020

by Carla Grist (name of person acknowledged).

(seal)

NOTARIAL SEAL STATE OF OHIO

Codey Kester
Notary Public, State of Ohio
My Commission Expires 5-17-25

Codey Kester
Notary Public Signature

My commission expires: 5-17-25

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS - VARIANCE APPLICATION

Date: 10/20/2020

Property address: 1029 S. Fountain Ave, Springfield, OH 45506

Section of the Zoning code applicable: 1156.1 Fence Location & Height

Purpose of this request, including the improvements or physical changes proposed if this application is approved:

An installation of a 6' wood privacy fence for the back yard.

Landmarks Commission approved the fence. See Exhibit B.

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific (attach additional pages if necessary).

See Attached "Variance Application Questions"

An appeal for a variance to the Zoning Code cannot be granted by the Board of Zoning Appeals unless the following factors are shown to exist. Therefore, for each factor explain in detail how each applies to your appeal: (Please write on additional sheets of paper if you need more space).

1. The property in question cannot yield a reasonable return and there can be no beneficial use of the property without the variance. The variance would relieve a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience to the appellant.

   See Attached "Variance Application Questions"

2. The variance is not substantial, i.e. the modification in the requirement that is being requested is not a significant amount in comparison to the requirement.

   See Attached "Variance Application Questions"

3. The essential character of the neighborhood, i.e. adjacent properties, will not be substantially altered or suffer a substantial detriment as a result of the variance.

   See Attached "Variance Application Questions"

4. The variance will not adversely affect the delivery of governmental services such as water, sewer.

   See Attached "Variance Application Questions"

5. The property owner was not aware of the zoning restrictions when purchasing the property.

   See Attached "Variance Application Questions"

6. There is no other feasible method of solving the property owner's predicament.

See Attached "Variance Application Questions"

7. The spirit and intent behind the zoning requirement will be observed and substantial justice done by granting the variance.

See Attached "Variance Application Questions"

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

NA
Signature of Co-applicant

Carla Grist, Owner
Typed or printed name and title of applicant

NA
Typed or printed name of co-applicant

State of Ohio
County of Franklin

The foregoing instrument was acknowledged before me this 30th day of October, 2020

by Carla Grist (name of person acknowledged).

(seal)

NOTARIAL SEAL STATE OF OHIO

Codey Kester
Notary Public, State of Ohio
My Commission Expires 5-17-25

Notary Public Signature

My commission expires: 5/17/25

VARIANCE APPLICATION QUESTIONS

BASIS: The proposed privacy fence is necessary due to the following:

- SAFETY - The subject property is intended to be my primary residence, and I need to feel that my family, my dogs, and my property are all safe.
- The property has been broken into TWICE through the back door, with ONE additional unsuccessful attempt.
- All THREE instances resulted in property damage, and loss of historic architecture in a Historic District.
- The first instance resulted in the loss of several expensive tools used in rehabilitating the property. A police report was filed.
- This happened despite the use of no trespassing signs, surveillance signs, and a secured property.
- Losses such as this impact the community, the property, and the property owner, which may become a deterrent for further rehabilitation efforts.
- The existing 4' chain link fence does not match Historic guidelines. However, the proposed 6' wood privacy was unanimously approved by the Landmarks Commission (Exhibit B).
- Evidence via Google Satellite Street View of a previous 6' wood fence that was attached to an existing 4' chain link fence. See Exhibit C
- The existing 4' chain link fence makes it easy for thieves to see any building materials that will inevitably be in back yard while rehabilitating the house.
- The existing 4' chain link fence makes it easy for criminals to harm/steal my two dogs. I've already had a passerby want them. I have a Shih Tzu and a rare Norfolk Terrier.
- Had I understood that a 6' ft privacy fence may not be possible, I would not have purchased the property. My family and I need to reasonably live in/on the property comfortably.
- The proposed fence is intended to be temporary as we are currently working with an architect for the addition of a 2 story carriage house style garage with the entrance from Grand Ave (where the style and height of fence is in question), and a conservatory housing a small plunge pool, plans for Victorian style iron fencing with professional landscaping for privacy/security. Once completed a state of the art alarm system is also planned for the entire property. See EXHIBIT D, Page 1 for preliminary drawings.
- As the home has been abandoned for 30+ years, and therefore must be made habitable before the above plans can begin, the proposed 6' wood privacy fence is necessary!

VARIANCE APPLICATION QUESTIONS

1. **As shown above in the BASIS section:**

- SAFETY - The subject property is intended to be my primary residence, and I need to feel that my family, my dogs, and my property are all safe.
- Had I understood that a 6' ft privacy fence may not be possible, I would not have purchased the property. My family and I need to reasonably live in/on the property comfortably. □□□
- Losses we endured due to multiple break-ins, impact the community, the property, and the property owner, which may become a deterrent for further rehabilitation efforts. □□□□□□□□ □□ □□□□□□□□ □□□□□□ □□□□□ □ □□□□□□□□□□ □□□□□□ □□□ □□□□□ □□□ □□ □□ □□□□□□□□□□ □□□ □□ □□□ □□□□□□□□ □□□□□□□ □□□ □□□□□□□□□ □□□ □□□□□□□□ □□□□□ □□□□□□□ □ □□□□□□□ □□□□□□□□□□□□ □□□□□□□□ □□□□□□□□□□□ □□□□□□□□□□□□□ □□ □□□□□□□□□□□□□ □□□□ □ □□□□□□□ □□□□□□□□□ □□ □□□□□□□□□□□ □□ □□□ □□□□□□□□ □□□□□□□□ □□ □□□□□□□□ □□□□□□ □□□□□ □ □□□□□□□□□□ □□□□□□ □□□ □□□□□ □□□ □□ □□ □□□□□□□□□□ □□□ □□ □□□ □□□□□□□□ □□□□□□□ □□□ □□□□□□□□□ □□□ □□□□□□□□ □□□□□ □□□□□□□ □ □□□□□□□ □□□□□□□□□□□□ □□□□□□□□ □□□□□□□□□□□ □□□□□□□□□□□□□ □□ □□□□□□□□□□□□□ □□□□ □ □□□□□□□ □□□□□□□□□ □□ □□□□□□□□□□□ □□ □□□ □

2. **The variance is not substantial as:**

- Evidence via Google Satellite Street View of a previous 6' wood fence that was attached to an existing 4' chain link fence. See Exhibit C
- The neighboring property has a 6' wood privacy fence.

3. **Surrounding Properties will not suffer as:**

- The existing 4' chain link fence does not match Historic guidelines. However, the proposed 6' wood privacy was unanimously approved by the Landmarks Commission (Exhibit B).
- The house that sits on the property has been abandoned 30+ years! ALL improvements are very welcomed by the surrounding community. We've already spent 35k rebuilding/reshingling the roof! Had it not been an emergency replacement, we would have waited for more funding to replace with slate.
- The neighboring property has a 6' wood privacy fence.

4. **The variance will NOT impede utility services as:**

- The water line runs to the front of property to South Fountain Ave. I just had our front yard dug up for water pipe replacement/connection to city services. Meter to be installed 10/30/2020.
- Electric lines run above ground as I had a meter/box installed a few months ago.
- Gas lines were marked by the city in front of the house.

VARIANCE APPLICATION QUESTIONS

5. **I (owner) was unaware of zoning restrictions via city as:**

- While I was aware of Historic District restrictions (Landmarks approved fence), I was unaware that because my house is on a corner lot, the city would consider my backyard a front yard.
- Had I understood that a 6' ft privacy fence may not be possible, I would not have purchased the property. My family and I need to reasonably live in/on the property comfortably. A family with dogs in a transitional area makes security a priority.

6. **There is no other feasible method for resolving this issue as:**

- A 6' wood privacy fence is the only feasible resolution for the problem, as it is the fastest, most cost effective way to protect property.
- We already have other deterrents in place that did not keep thieves from breaking into our back door.

7. **The intent behind the zoning will be observed as:**

- Any necessary changes regarding possible safety issues to the public will of course be made if needed.

PRIVACY/SAFETY FENCE PROPOSAL
1029 South Fountain Avenue
Springfield, OH 45506

PROPOSED

An installation of a 6' wood privacy fence for the back-yard as described:

- From neighboring lot existing fence at NW Corner to the lot corner at alley and W Grand Ave (approximately 46').
- From SW Corner (Alley and W Grand Ave to a line parallel with the back of the existing house (approximately 40').
- The fence will include a 4' wide gate accessing the existing sidewalk, stair entry to the back yard off W Grand Ave.
- The fence will be set with the solid (attractive) side facing outward toward street and alley.
- The fence will be set on 4'x4' treated posts and three treated horizontal rails.
- The fence will be 6' in height from ground level on all sides, matching the neighboring house.

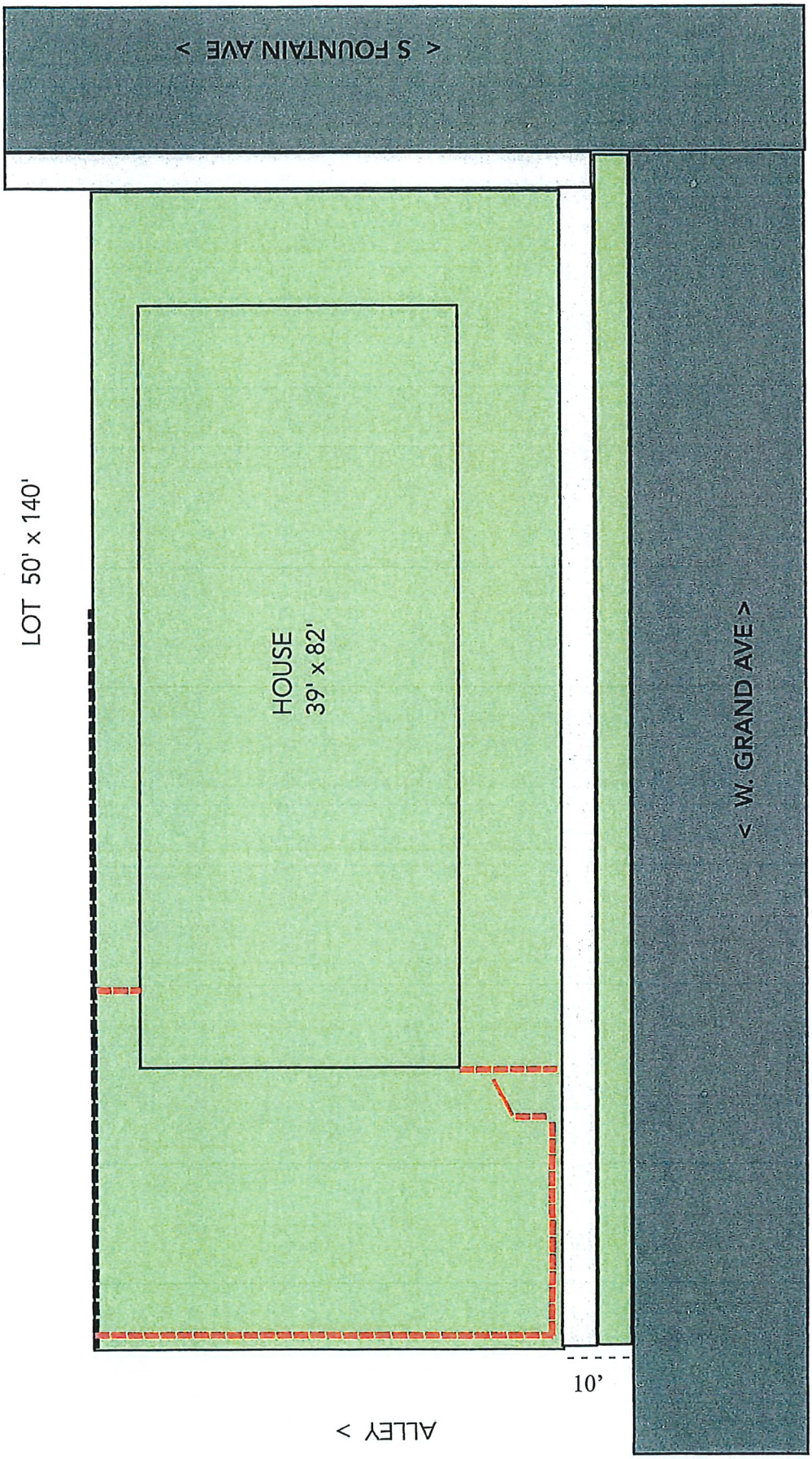
CONSIDERATIONS

- There is visual evidence of a previous wood and chain link fencing on the property (pics provided).
- The privacy/safety fence is intended to be temporary while renovating our home. It is necessary to provide adequate masking of supplies/tools and construction activities, thereby deterring theft and other criminal activity. To date, we've been broken into twice from the back door.
- Future plans include a two story carriage house, which will be connected to a victorian era iron fence.

Respectfully, I am asking for this allowance as we try to protect our project.

Respectfully,
Carla Grist

EXHIBIT A



PROPOSED PRIVACY FENCE
1029 S. Fountain Ave, Springfield, OH 45506
OWNER: Carla Grist Scale 1/4" = 4'

EXISTING FENCE (Neighbor's 6' Wood Privacy)

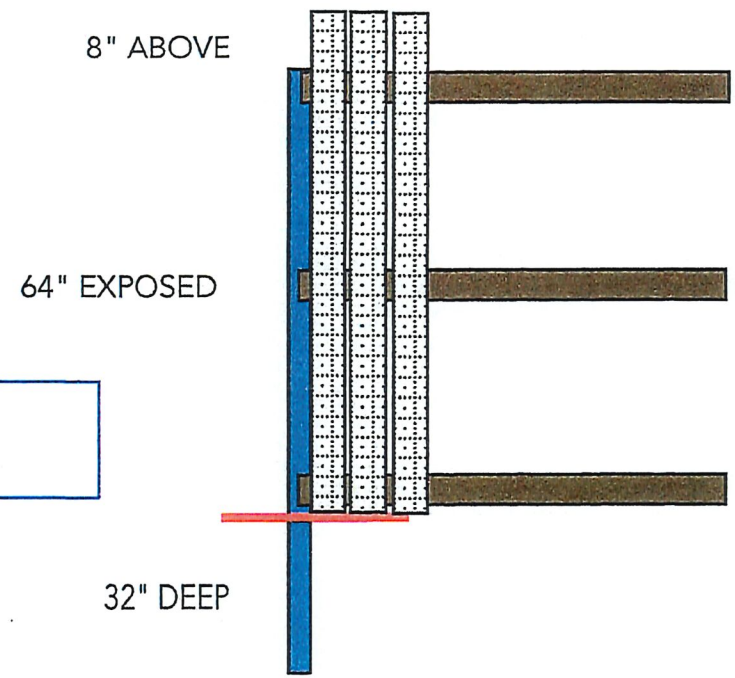
PROPOSED FENCE & Existing Fence Line

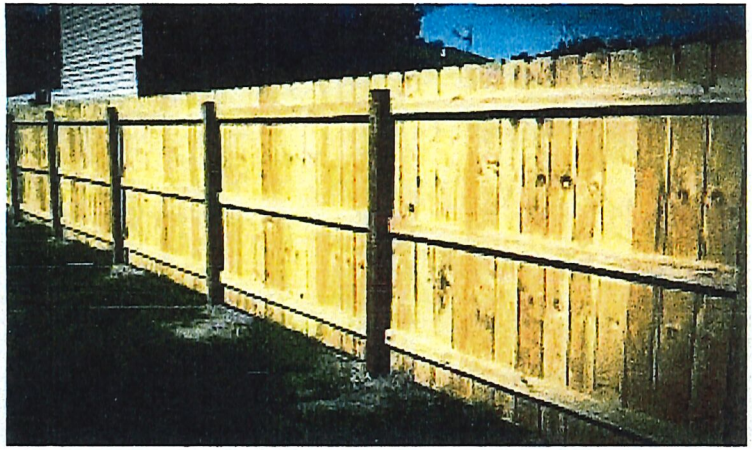
Distance from Street to Fence Line

SPRINGFIELD
1029 S Fountain Ave
PRIVACY FENCE Material List

ITEM	#	*COST PER*	TOTAL
4 x 4 x 8' PT	18	$16.00	$ 288
2 x 4 x 8' PT	50	$ 7.00	$ 350
1 x 6 x 8' PT	190	$ 6.00	$ 1,140
fast set concrete	18	$ 6.00	$ 108
screws	25#	$ 75.00	$ 75
gate hardware			$ 250

TOTAL COST
$2,211.00





* Wood Fence Product
* HEIGHT: 6'
* Matching Gate Access off *Grand Ave*
* Posts set at Code 32" deep

PROPOSED PRIVACY FENCE
1029 S. Fountain Ave, Springfield, OH 45506
OWNER: Carla Grist Scale 1/4" = 4'

EXHIBIT C

Google Maps

© 2020 Google

As Shown Above: a 4' chain link fence with 6' foot wood privacy fence on top/connected to chain link.

Springfield, Ohio

Google

Street View

EXHIBIT D [redacted]

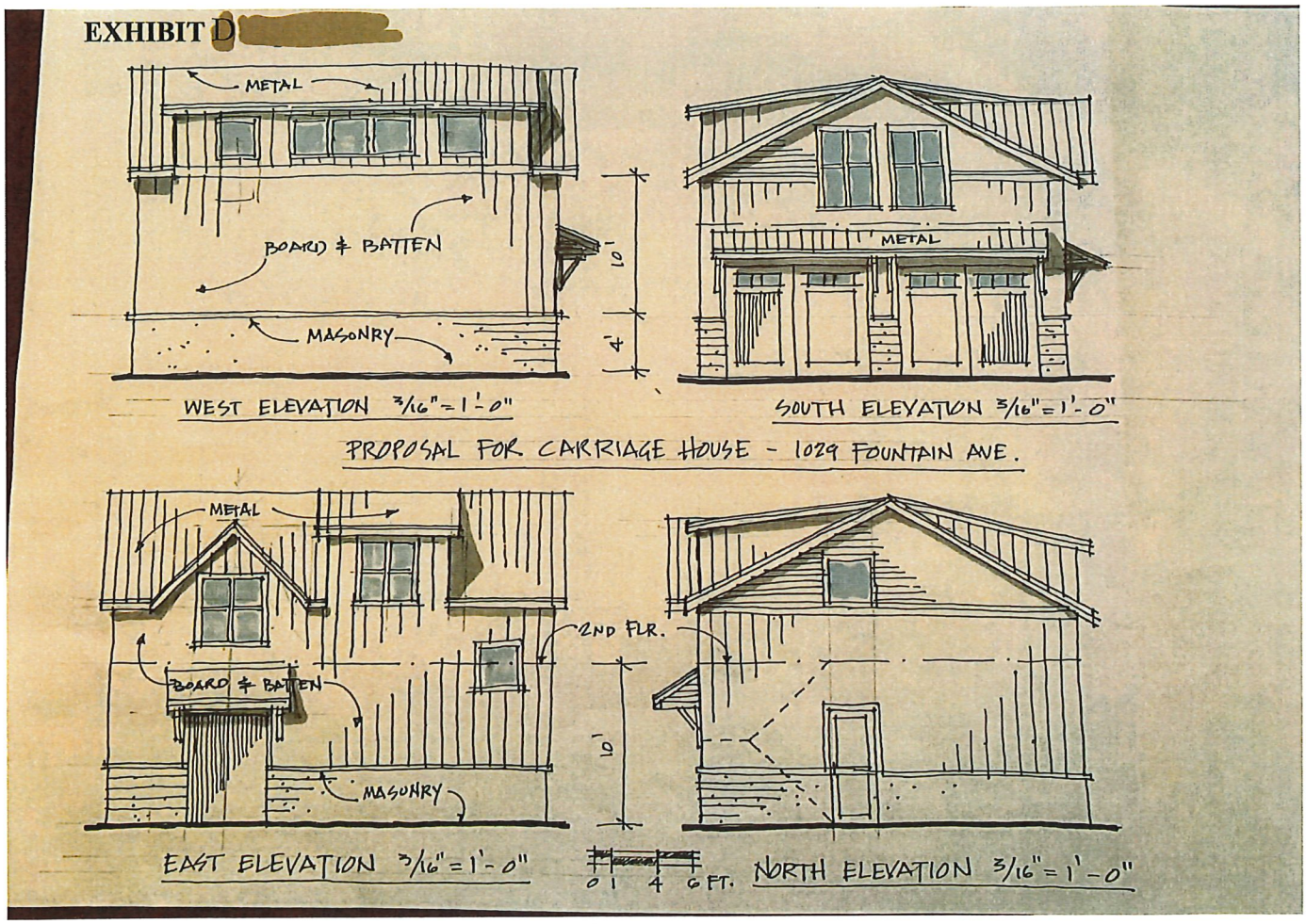


EXHIBIT B

Case No. 20-19
Address: 1029 S FOUNTAIN AVE

SPRINGFIELD HISTORIC LANDMARKS COMMISSION

WHEREAS Carla Grist applicant, requests a certificate of appropriateness to make improvements at 1029 S FOUNTAIN AVE

WHEREAS, this Board held a public meeting on said request on October 12, 2020

WHEREAS, based on facts presented at said hearing, the Board motions as follows:

Motion by Mr. Smith to approve construction of a new fence as it meets the standards set forth in Chapter 1321 and the Historic Design Guidelines. Seconded by Mr. Genet.

NOW THEREFORE: BE IT RESOLVED, that the application described herinbefore be approved.

Approved this 10/13/2020, by vote of the members as follows:

YEAS	NAYS	ABSTAIN
Mr. Minerd		
Mr. Genet		
Mr. Smith		
Ms. Krieger		

10/13/2020
Date Certified

Stephen Thompson
Planning Zoning and Code Administrator
Springfield Historic Landmarks Commission
pc: Building Inspections

BABIAN BENJAMIN J & ANGELA S	1019 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
BABIAN BENJAMIN J & ANGELA S	1019 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
BUMPUS THOMAS L	1103 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
CITY FOREST OF SPRINGFIELD LIMITED	21600 OXNARD STREET STE 1200	WOODLAND HILLS, CA 91367
CLARK COUNTY LAND REUTILIZATION CORP	3130 E MAIN ST STE 1A	SPRINGFIELD, OH 45505
DEMANA TERESA M	724 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
EASTWOOD WAYNE & GAIL	1107 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
FHNSB LLC	1019 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
GRIST CARLA	754 LINWOOD AVE	COLUMBUS, OH 43205
KEE MIRIAM JEAN & BERNARD D	19225 STOCKTON AVE	MAPLE HEIGHTS, OH 44137
MYERS DURENE	20 W SOUTHERN AVE	SPRINGFIELD, OH 45506
OSORIOS HOME IMPROVEMENTS LLC	1109 S HAMPTON RD	COLUMBUS, OH 43227
REED WILLIE	26-28 W SOUTHERN AVE	SPRINGFIELD, OH 45506
RIDGEWOOD GROUP LLC THE	2345 E HIGH ST	SPRINGFIELD, OH 45505
SMIDDY DAVID M & REBECCA J	1010 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
SMITH JEFFREY S & RICHELE A SHEPARD	1015 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
TIKAL LTD	1115 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
TIMUR TIME LLC	826 SYLVAN SHORES DR	SOUTH VIENNA, OH 45369
TODD KENNETH G	1025 S FOUNTAIN AVE	SPRINGFIELD, OH 45506
VOLLBEHR ROLAND	342 STRETTER HILL RD	WEST CHESTERFIELD, NH 03466

Agenda Item # 6

Case #20-A-25

Variance

STAFF REPORT

TO: Board of Zoning Appeals

DATE: December 16, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Case #20-A-25

GENERAL INFORMATION:

Applicant:	John Hart, 4103 E National Rd., Springfield, OH 45503
Owner:	Selma Rd Wholesalers LLC, 4103 E National Rd., Springfield, OH 45503
Purpose:	For a variance from Chapter 1135.27(b) to allow for a cargo container as the primary use on a property
Location:	237 Selma Rd.
Size:	0.16 acre
Existing Land Use and Zoning:	Commercial, zoned CC-2, Community Commercial District
Surrounding Land Use and Zoning:	North: Residential, RS-8 East: Undeveloped, CC-2 South: Undeveloped, RS-8 West: Commercial, CC-2
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1135.27(b) Cargo Containers
File Date:	November 19, 2020

BACKGROUND:

The applicant seeks a variance to keep a cargo container on a parcel without another structure. Chapter 1135.27 states cargo containers in commercial districts cannot exceed 7% of the floor area of existing structures. Currently, the cargo container is the only structure on-site. The container is used to store roofing material.

ANALYSIS for Variance:

The Board may grant a variance only where there exists a "practical difficulty" as defined by the courts in Ohio in established case law. The Ohio Supreme Court's decision in Kisil v. City of Sandusky, (1984) 12 Ohio State 3d 30, is a land mark decision in establishing common law governing variances by distinguishing between "use" and "area variances." Area variances

involve an exception from such requirements as yard, lot, and height standards. The Supreme Court established that a practical difficulty must exist before an area variance can be granted.

Then subsequent to this case, in Duncan v. Village of Middlefield, (1986) 23 Ohio 3d 83, the Ohio Supreme Court more fully explained the practical difficulty standards. The factors to be considered and weighed in determining whether a property owner seeking a variance has encountered a practical difficulty in the use of his/her property include, but are not limited to:

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;

Staff Comment: *Yes.*

2. Whether the variance is substantial;

Staff Comment: *Yes.*

3. Whether the essential character of the neighborhood will be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Staff Comment: *No.*

4. Whether the variance would adversely affect the delivery of government services (e.g., water, sewer);

Staff Comment: *No.*

5. Whether the property owner purchased the property with the knowledge of the zoning restrictions;

Staff Comment: *No.*

6. Whether the property owner's predicament can be obviated through some method other than a variance; or

Staff Comment: *No.*

7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service/Engineering Department:	Recommend approval
Building Inspections:	Recommend denial; need permits and must meet the State of Ohio approved manufacturer's list.

Fire Department:	Recommend approval
City Manager's Office:	Recommend approval
Planning and Zoning:	Recommend approval

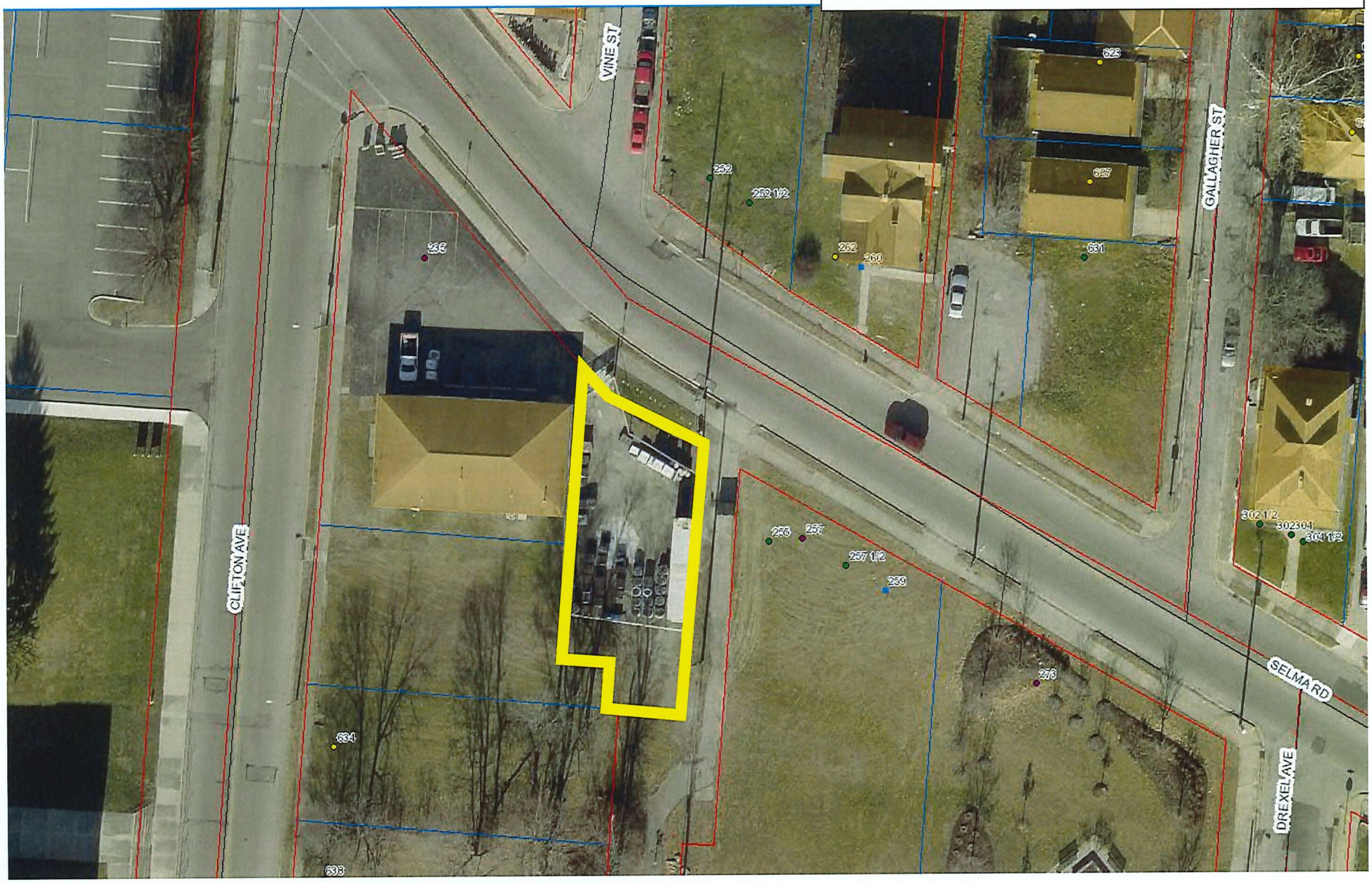
STAFF RECOMMENDATION:

Approval of the variance.

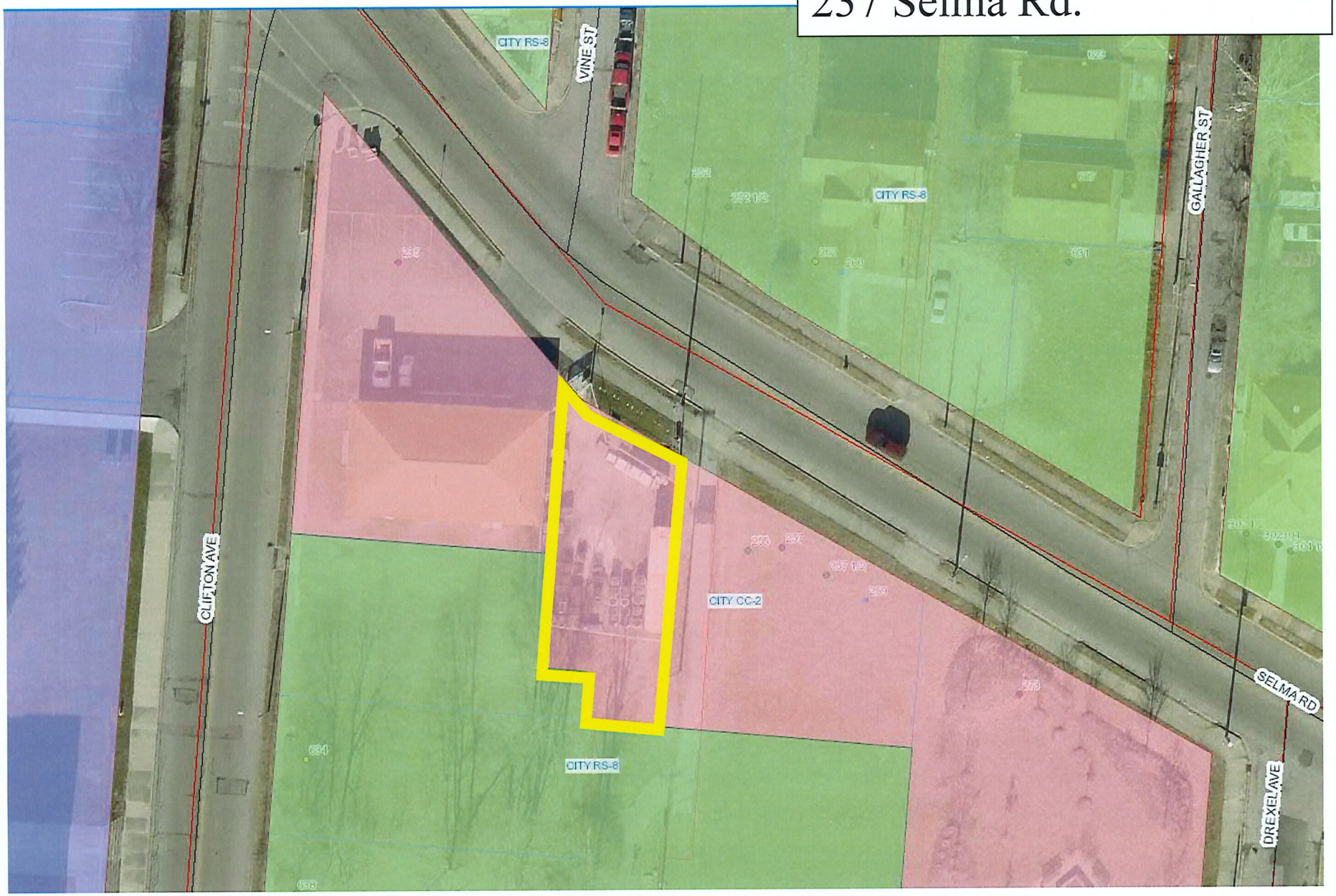
ATTACHMENTS:

1. Vicinity and zoning map
2. Application

#20-A-25 & 26
237 Selma Rd.



#20-A-25 & 26
237 Selma Rd.



The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

FOR OFFICE USE ONLY
Case #: 20-A-25
Date Received: 11/19/20
Received by: ST
Application Fee: $ 285
Review Type:
☐ Admin ☐CPB ☒BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*:
To Continue to use 8x20 Metal Storage Container in Business

2. Address of Subject Property: ~~327~~ 237 SELMA RD

3. Parcel ID Number(s): 3400700034402003

4. Full legal description attached? ☒ yes ☐ no

5. Size of subject property:

6. Current Use of Property: Roofing Shingle Sales

7. Current Zoning of Property:

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☒ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): JOHN HART

Title: Owner

Company (if applicable): SELMA ROAD WHOLESALERS LLC

Mailing address:
4103 E NATIONAL ROAD

City: Springfield State: Ohio ZIP: 45503

Telephone: (937) 605-8353 Fax: (937)

Email
mhart@Assist2Sell.com

3. If the applicant is agent for the property owner:
Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

JOHN HART
Typed or printed name and title of applicant

DAVID G. WELCH
Typed or printed name of co-applicant

State of Ohio
County of CLARK

The foregoing instrument was acknowledged before me this 18th day of November, 2020

by John Hart (name of person acknowledged).

(seal)

Notary Public Signature

My commission expires: 9-15-2022

The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS APPLICATION

Date: November 18, 2020

Property address: 327 Selma Rd PP 34007000034402003

Requested Action:
____ Conditional Use
____ Interpretation of the Zoning Code or Map
____ Change of a Nonconforming Use
____ Other

Section of the Zoning code applicable: SCO 1135.27(e)

Purpose of this request, including the improvements or physical changes proposed if this application is approved:
8X20 Container, on Lot, in Corner
Painted, Secured, Fenced Area, Lighted

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific. Use the space that follows (attach additional pages if necessary).

We are presently Using Contain for Dry Storage for forklift and Rails. We need Storage to Operate Business Thank You

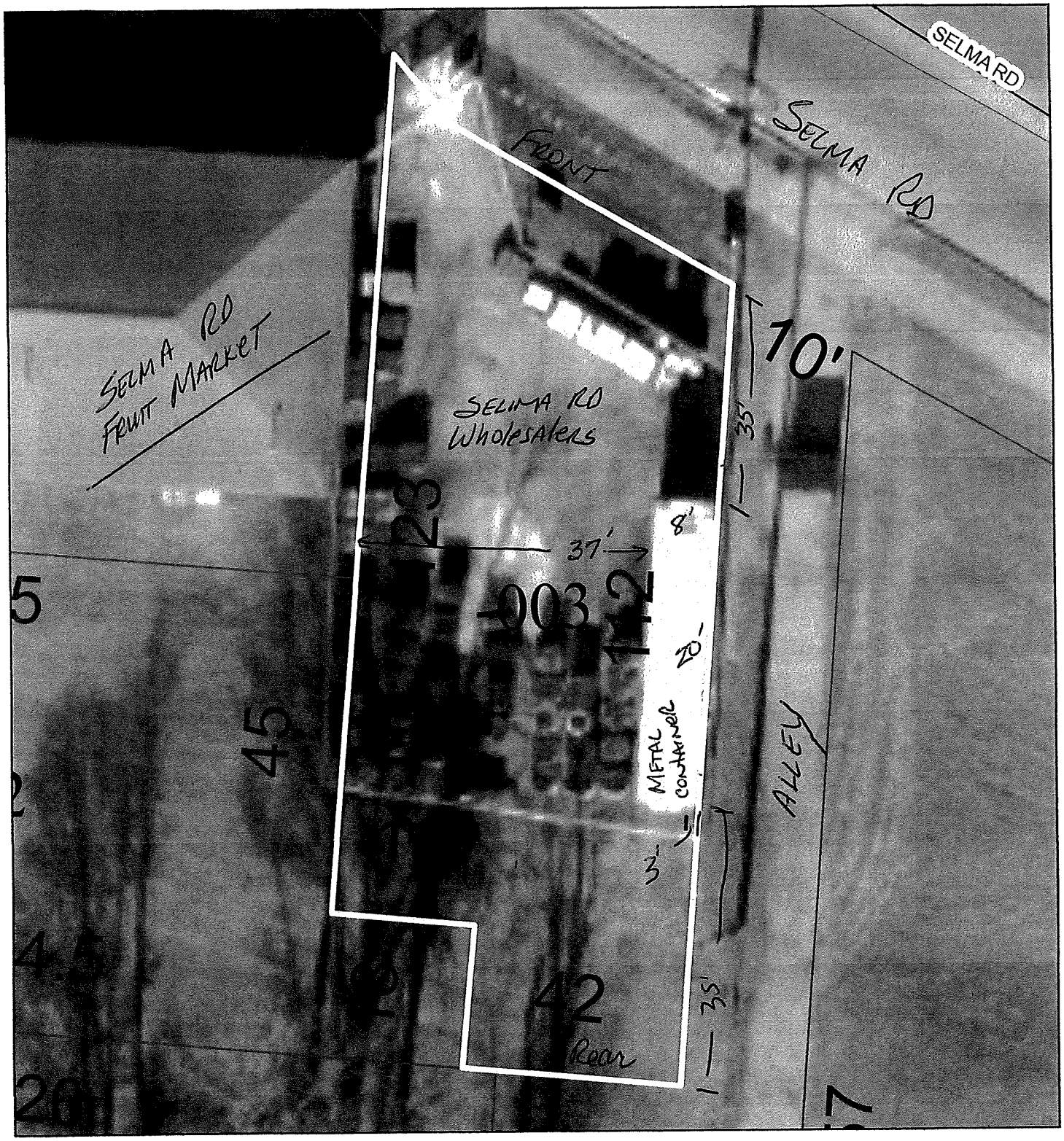
David G Welch

Signature: John Hart 11-18-2020

Applicant Date

Please Print Name: DAVID G. Welch JOHN HART

Clark County Ohio GIS



November 18, 2020

1:282

0 10 20 40 ft

0 3 6 12 m

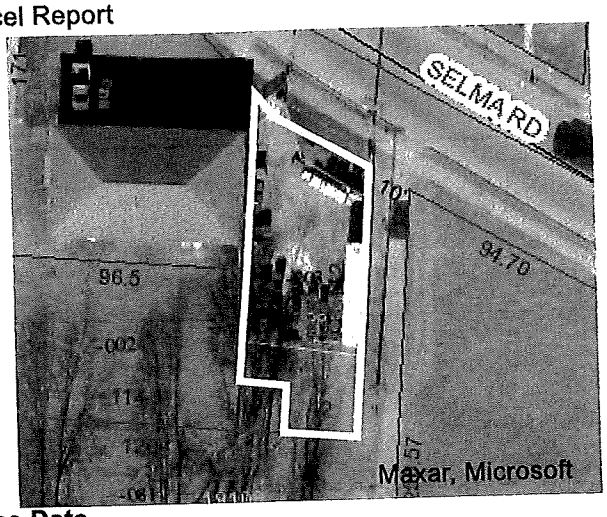
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

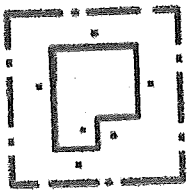
Clark County GIS Department
Copyright 2016 Clark County Ohio GIS.

Clark County GIS - John S. Federer
(937) 521-1860 - gis@clarkcountyohio.gov

Report generated: Wednesday, November 18, 2020

Parcel Report





Sorry, no sketch available for this record

Base Data

Parcel Number: 3400700034402003
Owner Name: SELMA ROAD WHOLESALERS LLC
Property Address: SELMA RD, SPRINGFIELD 45505

Legal

Neighborhood: 340C4000
Legal Acres: 0.00
Legal Description: S SI SELMA RD E OF CLIFTON AVE
Land Use: 499
Map Number: 0034-01
Property Class: C

Valuation

	Appraised	Assessed (35%)
Land Value:	$21,750.00	$7,610.00
Building Value:	$1,520.00	$530.00
Total Value:	$23,270.00	$8,140.00
CAUV Value:	$0.00	
Taxable Value:	$8,140.00	

Tax Credits

Homestead Exemption: No
2.5%Reduction: No

Valuation

	Appraised	Assessed (35%)
Land Value:	$21,750.00	$7,610.00
Building Value:	$1,520.00	$530.00
Total Value:	$23,270.00	$8,140.00
CAUV Value:	$0.00	
Taxable Value:	$8,140.00	

Sales

Sale Date	Sale Price	Seller	Buyer	Number of Parcels
01/09/2018	$0.00	WELCH DAVID G	SELMA ROAD WHOLESALERS LLC	
03/01/1989	$4,700.00			
03/01/1989	$4,500.00	ERBE NELLIE E	WELCH DAVID G	

Improvements

Card	Code	Year Built	Year Remodeled	Dimensions	Grade	Condition	Depreciation	Appraised Value	Assessed Value
1	CLF	2012		6 * 235	C	A	1.298	$1,520.00	$532.00

Improvements Totals

Total Appraised Value $1,520.00
Total Assessed Value $532.00

Photos

APPROVED
Clark County Tax Map

JAN 09 2018

☑ Legal Description
☐ Survey Plat / Lotsplit
☐ Subdivision / Annexation

DEED INADEQUATE
NEXT TRANSFER
REQUIRES A SURVEY

Transferred
Sale Price -0-

JAN - 9 2018

John S. Federer
Auditor

BK: 2136 PG: 2095

201800000366
Filed for Record in
CLARK COUNTY, OH
NANCY PENCE, RECORDER
01-09-2018 At 02:12 pm.
WARRANTY 28.00
OR Volume 2136 Page 2095 - 2095

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that *DAVID G. WELCH*, *Unmarried*, of Clark County, Ohio, grants with general warranty covenants to *SELMA ROAD WHOLESALERS LLC*, an Ohio Limited Liability Company, whose tax mailing address is 4103 E. National Road, Springfield, Ohio 45505, the following real property:

Situate in the State of Ohio, County of Clark and in the City of Springfield and bounded and described as follows:

Being a part of Section 34, Township 5, Range 9, M.R.S. Beginning in the south marginal line of Clifton Street on the northeast corner of a lot of ground conveyed by Jacob Winger and wife to Minnie Bryant, in Sept. 1869; thence running with the south line of Clifton Street eastward to the point where A. Gowdy's line intersects the south line of Clifton Street; thence with said Gowdy's west line south 2 deg. W. 112 feet, more or less, to the northeast corner of a piece of ground theretofore sold by Jacob Winger to Olden Moore; thence with said Moore's north line N. 88 ½ deg. W. 42 feet to Minnie Bryant's southeast corner; thence N. 2 deg. E. 18 feet; thence N. 88 ½ deg. W. 18 feet; thence with Minnie Bryant's east line N. 2 deg. E. 123 feet to the place of beginning. Reserving along the east line of these premises an alley 10 feet in width.

Parcel #: 3400700034402003
More Commonly Known As: Selma Road, Springfield, Ohio 45505

Witness my hand this 8th day of January, 2018.

DAVID G. WELCH

STATE OF OHIO
ss:
COUNTY OF Clark

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named *DAVID G. WELCH*, *Unmarried*, who acknowledged that he did sign the foregoing Instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Springfield, Ohio on this 8th day of January, 2018.

David D. Herier, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration
Section 147.03 R.C.

Notary Public

NOTARY PUBLIC STATE OF OHIO
DAVID D. HERIER, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration
Section 147.03 R.C.

This Instrument prepared by: This Instrument
David D. Herier, Attorney at Law David D. Herier
GEYER HERIER & ASSOCIATES, CO., L.P.A. Geyer Herier
451 Upper Valley Pike, Springfield, Ohio 45504

201800000366
GEYER HERIER AND ASSOC
HOLD

BOARD OF EDUCATION OF THE SPRINGFIELD		
BOARD OF EDUCATION OF THE SPRINGFIELD	1500 W JEFFERSON ST	SPRINGFIELD, OH 45506
CITY FOREST OF SPRINGFIELD LIMITED	21600 OXNARD STREET STE 1200	WOODLAND HILLS, CA 91367
DOOLEY HERBERT G	2508 SUMMIT DR	SEBRING, FL 33870
FLORES SERGIO R VILLALPANDO	625 S BURNETT RD	SPRINGFIELD, OH 45505
MONGOLD GLORIA JEAN & SHON	816 RODGERS DR	SPRINGFIELD, OH 45503
NEIGHBORHOOD HOUSING PARTNERSHIP OF	527 E HOME RD	SPRINGFIELD, OH 45503
PAYTON JAMES D	1853 WINDING TRAIL	SPRINGFIELD, OH 45503
SELMA ROAD WHOLESALERS LLC	4103 E NATIONAL RD	SPRINGFIELD, OH 45503
WELCH DAVID G	205 S BROADMOOR BLVD	SPRINGFIELD, OH 45504

Agenda Item # 7

Case #20-A-26

Conditional Use Permit

STAFF REPORT

TO: Board of Zoning Appeals DATE: December 16, 2020

PREPARED BY: Stephen Thompson SUBJECT: Case #20-A-26

GENERAL INFORMATION:

Applicant:	John Hart, 4103 E National Rd., Springfield, OH 45503
Owner:	Selma Rd Wholesalers LLC, 4103 E National Rd., Springfield, OH 45503
Purpose:	For a variance from Chapter 1135.27(b) to allow for a cargo container as the primary use on a property
Location:	237 Selma Rd.
Size:	0.16 acre
Existing Land Use and Zoning:	Commercial, zoned CC-2, Community Commercial District
Surrounding Land Use and Zoning:	North: Residential, RS-8 East: Undeveloped, CC-2 South: Undeveloped, RS-8 West: Commercial, CC-2
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1135.27(e) Cargo Containers
File Date:	November 19, 2020

BACKGROUND:

The applicant seeks a conditional use permit to keep a cargo container on a parcel without another structure. Chapter 1135.27 states cargo containers in commercial districts require a conditional use permit. Currently, the cargo container is the only structure on-site. The container is used to store roofing material.

ANALYSIS for Conditional Use:

In considering an application for a conditional use, the Board shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a conditional use, the Board shall review the facts and circumstances of each proposed conditional use in terms of the following standards and

shall find adequate evidence showing that the proposed conditional use at the proposed location:

(1) Would not be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Board shall use and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision;

Staff Comment: *It would not.*

(2) Is in fact a conditional use as established under the provisions of this Springfield Zoning Code as eligible to be permitted in the district involved;

Staff Comment: *Yes.*

(3) Will be harmonious with and in accordance with the general objectives, or with any specific objective of this Springfield Zoning Code;

Staff Comment: *Yes.*

(4) Will be designed, constructed, operated and maintained as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the same area;

Staff Comment: *The container needs permits from the building inspections division and must meet the State of Ohio approved manufacturer's list.*

(5) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

Staff Comment: *Yes.*

(6) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

Staff Comment: *It will not.*

(7) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares. Upon authorizing a conditional use, the Board shall impose such requirements and conditions with respect to location, construction, maintenance and operation, in addition to those expressly stipulated in this Springfield Zoning Code for the particular conditional use, as the Board may deem

necessary for the protection of adjacent properties and the public interest.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service/Engineering Department:	Recommend approval
Building Inspections:	Recommend denial; need permits and must meet the State of Ohio approved manufacturer's list.
Fire Department:	Recommend approval
City Manager's Office:	Recommend approval
Planning and Zoning:	Recommend approval

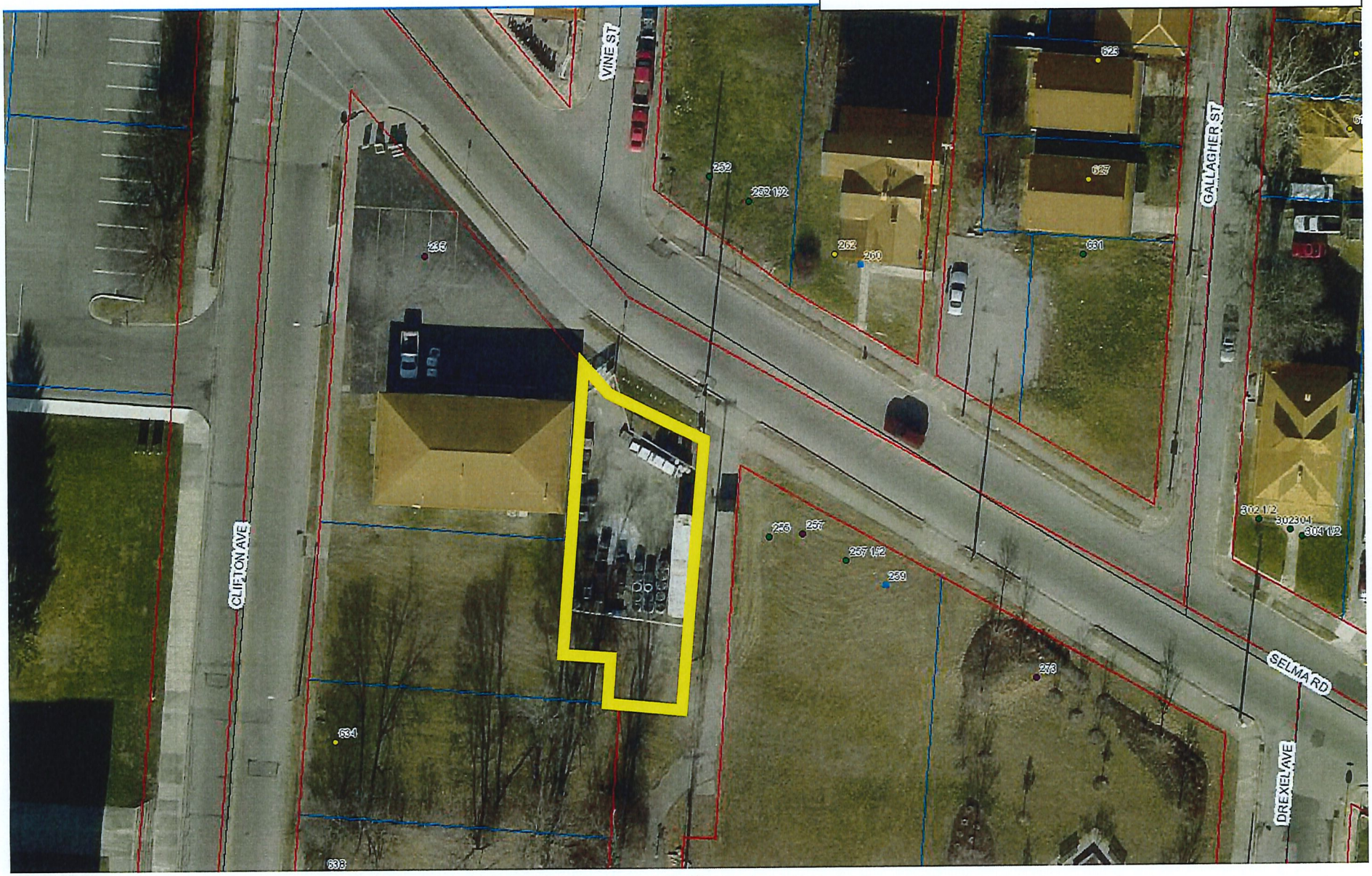
STAFF RECOMMENDATION:

Approval of the conditional use permit.

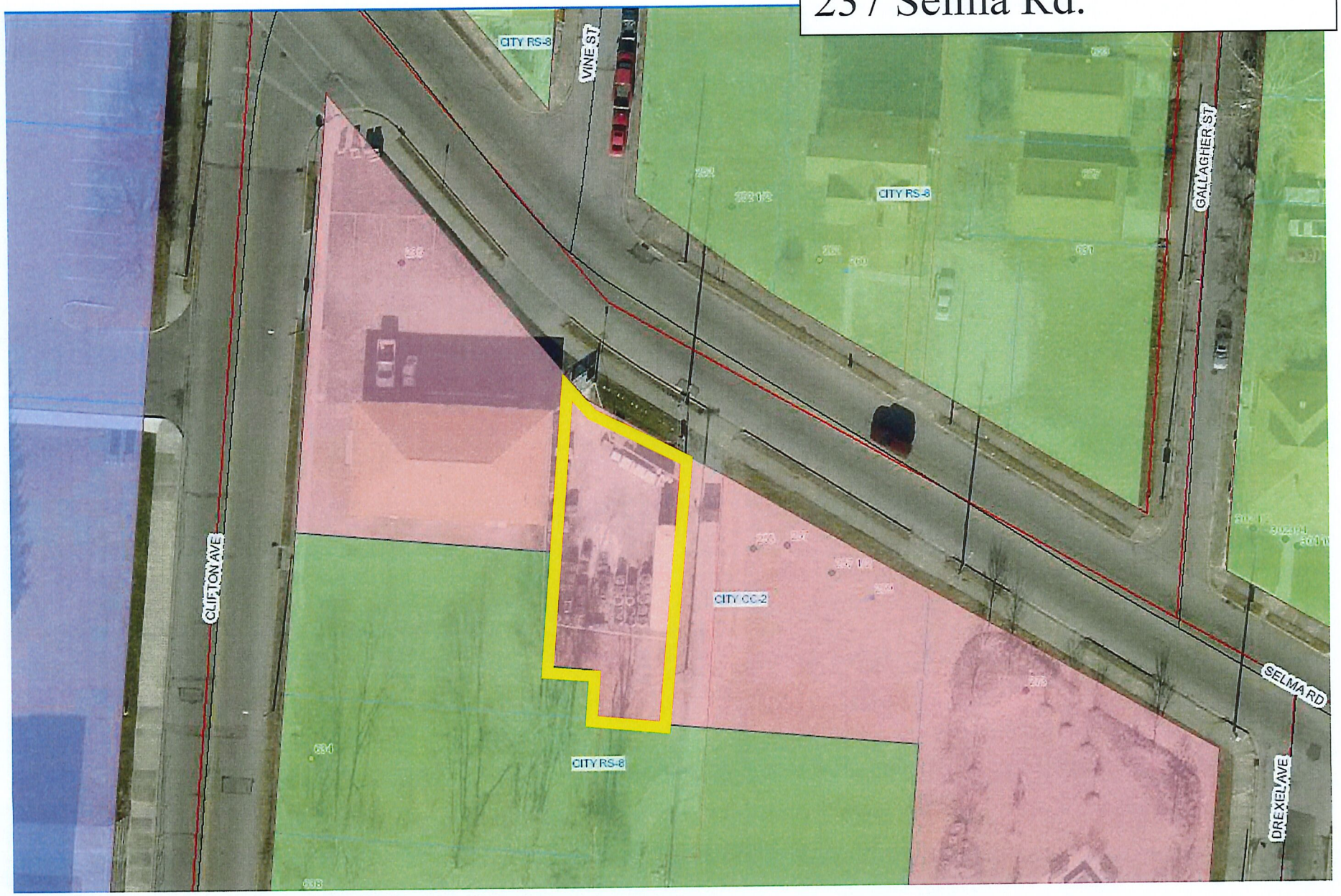
ATTACHMENTS:

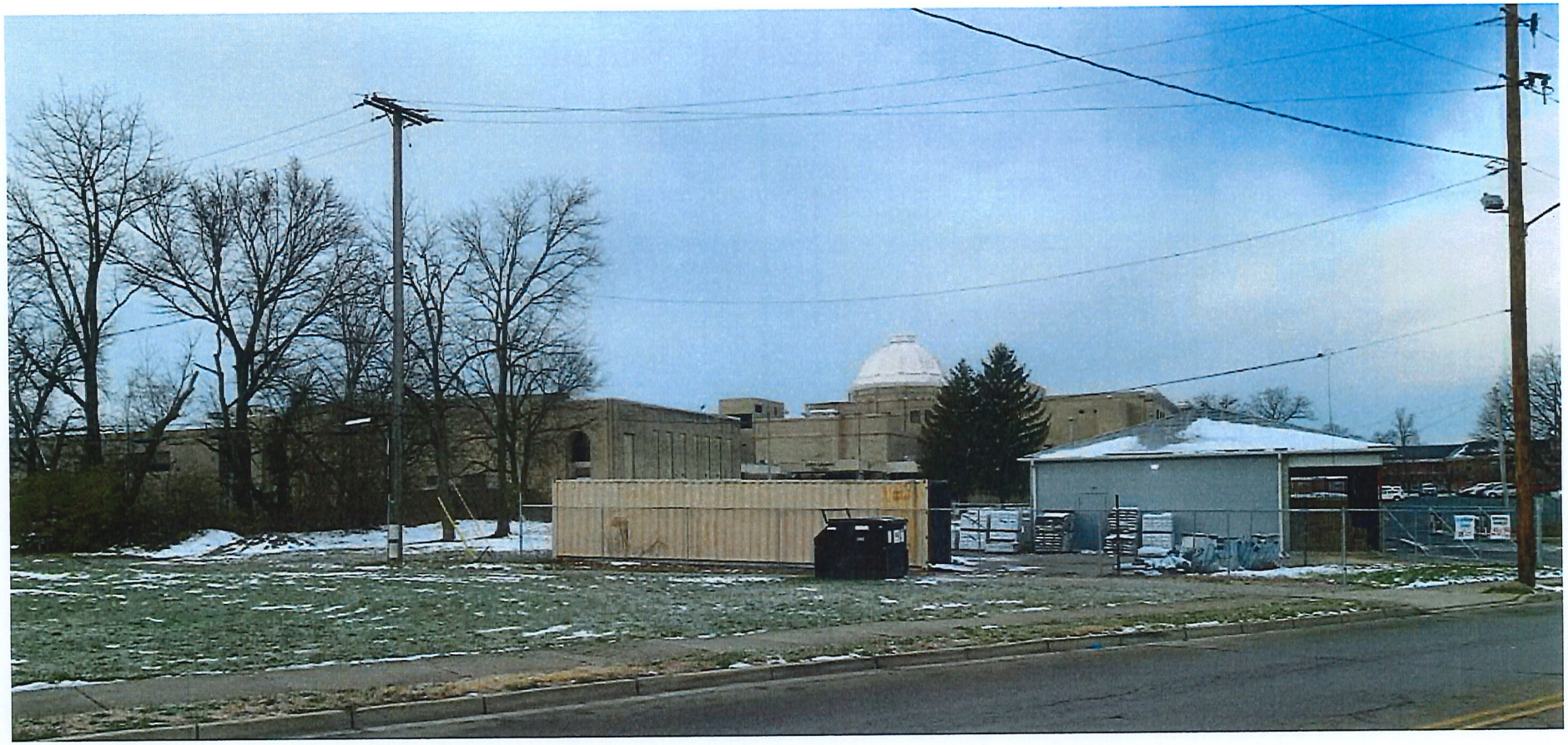
1. Vicinity and zoning map
2. Application

#20-A-25 & 26
237 Selma Rd.



#20-A-25 & 26
237 Selma Rd.





The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

FOR OFFICE USE ONLY
Case #: 20-A-25
Date Received: 11/19/20
Received by: ST
Application Fee: $ 285
Review Type:
☐ Admin ☐CPB ☒BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*:
To Continue to use 8x20 Metal Storage Container in Business

2. Address of Subject Property: ~~327~~ 237 SELMA RD

3. Parcel ID Number(s): 3400700034402003

4. Full legal description attached? ☒ yes ☐ no

5. Size of subject property:

6. Current Use of Property: Roofing Shingle Sales

7. Current Zoning of Property:

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☒ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): JOHN HART

Title: Owner

Company (if applicable): SELMA ROAD WHOLESALERS LLC

Mailing address:
4103 E NATIONAL ROAD

City: SPRINGFIELD State: OHIO ZIP: 45503

Telephone: (937) 605-8353 Fax: (937)

Email
MHART@ASSIST2SELL.COM

3. If the applicant is agent for the property owner:
Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

JOHN HART
Typed or printed name and title of applicant

DAVID G. WELCH
Typed or printed name of co-applicant

State of Ohio
County of CLARK

The foregoing instrument was acknowledged before me this 18th day of November, 2020

by John Hart (name of person acknowledged).

(seal)

Notary Public Signature

My commission expires: 9-15-2022

The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS APPLICATION

Date: November 18, 2020

Property address: 327 Selma Rd PP 34007000034402003

Requested Action:
____ Conditional Use
____ Interpretation of the Zoning Code or Map
____ Change of a Nonconforming Use
____ Other

Section of the Zoning code applicable: SCO 1135.27(e)

Purpose of this request, including the improvements or physical changes proposed if this application is approved:
8X20 Container, on Lot, in Corner
Painted, Secured, Fenced Area, Lighted

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific. Use the space that follows (attach additional pages if necessary).

We are presently Using Contain for Dry
Storage for forklift and Rails. We need
Storage to Operate Business Thank You

David G Welch

Signature: John Hart 11-18-2020

Applicant Date

Please Print Name: DAVID G. Welch JOHN HART

Clark County Ohio GIS

November 18, 2020

1:282

0 10 20 40 ft

0 3 6 12 m

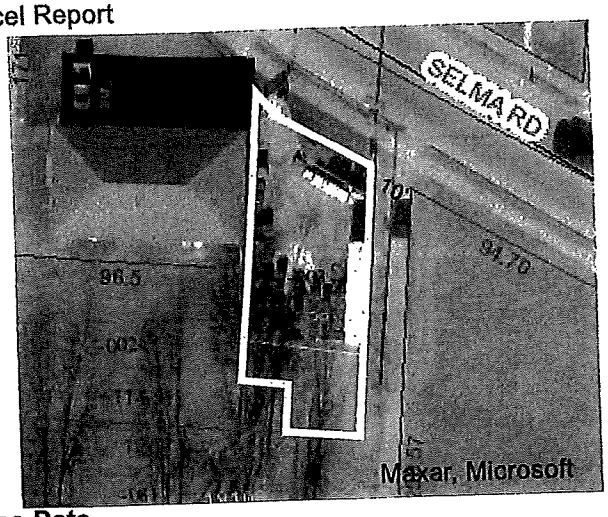
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

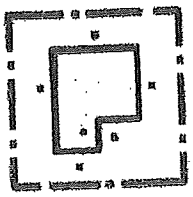
Clark County GIS Department
Copyright 2016 Clark County Ohio GIS.

Clark County GIS - John S. Federer
(937) 521-1860 - gis@clarkcountyohio.gov

Report generated: Wednesday, November 18, 2020

Parcel Report





Sorry, no sketch available for this record

Base Data

Parcel Number: 3400700034402003
Owner Name: SELMA ROAD WHOLESALERS LLC
Property Address: SELMA RD, SPRINGFIELD 45505

Legal

Neighborhood: 340C4000
Legal Acres: 0.00
Legal Description: S SI SELMA RD E OF CLIFTON AVE
Land Use: 499
Map Number: 0034-01
Property Class: C

Valuation

	Appraised	Assessed (35%)
Land Value:	$21,750.00	$7,610.00
Building Value:	$1,520.00	$530.00
Total Value:	$23,270.00	$8,140.00
CAUV Value:	$0.00	
Taxable Value:	$8,140.00	

Tax Credits

Homestead Exemption: No
2.5%Reduction: No

Valuation

	Appraised	Assessed (35%)
Land Value:	$21,750.00	$7,610.00
Building Value:	$1,520.00	$530.00
Total Value:	$23,270.00	$8,140.00
CAUV Value:	$0.00	
Taxable Value:	$8,140.00	

Sales

Sale Date	Sale Price	Seller	Buyer	Number of Parcels
01/09/2018	$0.00	WELCH DAVID G	SELMA ROAD WHOLESALERS LLC	
03/01/1989	$4,700.00			
03/01/1989	$4,500.00	ERBE NELLIE E	WELCH DAVID G	

Improvements

Card	Code	Year Built	Year Remodeled	Dimensions	Grade	Condition	Depreciation	Appraised Value	Assessed Value
1	CLF	2012		6 * 235	C	A	1.298	$1,520.00	$532.00

Improvements Totals

Total Appraised Value $1,520.00
Total Assessed Value $532.00

Photos

APPROVED
Clark County Tax Map

JAN 09 2018

☒ Legal Description
☐ Survey Plat / Lotsplit
☐ Subdivision / Annexation

DEED INADEQUATE
NEXT TRANSFER
REQUIRES A SURVEY

Transferred
Sale Price -0-

JAN - 9 2018

John S. Federer
Auditor

BK: 2136 PG: 2095

201800000366
Filed for Record in
CLARK COUNTY, OH
NANCY PENCE, RECORDER
01-09-2018 At 02:12 pm.
WARRANTY 28.00
OR Volume 2136 Page 2095 - 2095

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that *DAVID G. WELCH, Unmarried*, of Clark County, Ohio, grants with general warranty covenants to *SELMA ROAD WHOLESALERS LLC*, an Ohio Limited Liability Company, whose tax mailing address is 4103 E. National Road, Springfield, Ohio 45505, the following real property:

Situate in the State of Ohio, County of Clark and in the City of Springfield and bounded and described as follows:

Being a part of Section 34, Township 5, Range 9, M.R.S. Beginning in the south marginal line of Clifton Street on the northeast corner of a lot of ground conveyed by Jacob Winger and wife to Minnie Bryant, in Sept. 1869; thence running with the south line of Clifton Street eastward to the point where A. Gowdy's line intersects the south line of Clifton Street; thence with said Gowdy's west line south 2 deg. W. 112 feet, more or less, to the northeast corner of a piece of ground theretofore sold by Jacob Winger to Olden Moore; thence with said Moore's north line N. 88 ½ deg. W. 42 feet to Minnie Bryant's southeast corner; thence N. 2 deg. E. 18 feet; thence N. 88 ½ deg. W. 18 feet; thence with Minnie Bryant's east line N. 2 deg. E. 123 feet to the place of beginning. Reserving along the east line of these premises an alley 10 feet in width.

Parcel #: 3400700034402003
More Commonly Known As: Selma Road, Springfield, Ohio 45505

Witness my hand this 8th day of January, 2018.

DAVID G. WELCH

STATE OF OHIO
ss:
COUNTY OF Clark

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named *DAVID G. WELCH, Unmarried*, who acknowledged that he did sign the foregoing Instrument and that the same is his free act and deed.

~~IN TESTIMONY WHEREOF~~, I have hereunto set my hand and official seal at Springfield, Ohio on this 8th day of January, 2018.

David D. Herier, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration
Section 147.03 R.C.

Notary Public

NOTARY PUBLIC STATE OF OHIO

DAVID D. HERIER, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration
Section 147.03 R.C.

This Instrument prepared by: This Instrument
David D. Herier, Attorney at Law David D. Herier
GEYER, HERIER & ASSOCIATES, CO., L.P.A. Geyer Herier
451 Upper Valley Pike, Springfield, Ohio 45504

201800000366
GEYER HERIER AND ASSOC
HOLD

BOARD OF EDUCATION OF THE SPRINGFIELD		
BOARD OF EDUCATION OF THE SPRINGFIELD	1500 W JEFFERSON ST	SPRINGFIELD, OH 45506
CITY FOREST OF SPRINGFIELD LIMITED	21600 OXNARD STREET STE 1200	WOODLAND HILLS, CA 91367
DOOLEY HERBERT G	2508 SUMMIT DR	SEBRING, FL 33870
FLORES SERGIO R VILLALPANDO	625 S BURNETT RD	SPRINGFIELD, OH 45505
MONGOLD GLORIA JEAN & SHON	816 RODGERS DR	SPRINGFIELD, OH 45503
NEIGHBORHOOD HOUSING PARTNERSHIP OF	527 E HOME RD	SPRINGFIELD, OH 45503
PAYTON JAMES D	1853 WINDING TRAIL	SPRINGFIELD, OH 45503
SELMA ROAD WHOLESALERS LLC	4103 E NATIONAL RD	SPRINGFIELD, OH 45503
WELCH DAVID G	205 S BROADMOOR BLVD	SPRINGFIELD, OH 45504

Agenda Item # 8

Case #20-A-27

Variance

STAFF REPORT

TO: Board of Zoning Appeals

DATE: December 16, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Case #20-A-27

GENERAL INFORMATION:

Applicant:	Clay Chester, PO Box 331, South Vienna, OH 45504
Owner:	Premier Property Sales LTD, 510 N Race St., Springfield, OH 45503
Purpose:	For a variance from Chapter 1150.01 to allow for a house to be built within a front yard setback
Location:	736 E Northern Ave.
Size:	0.15 acre
Existing Land Use and Zoning:	Undeveloped, zoned RS-8, Medium-Density, Single-Family Residence District
Surrounding Land Use and Zoning:	North: Undeveloped, RS-8 East: Residential, RS-8 South: Residential, RS-8 West: Undeveloped, RS-8
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1150.01 General Requirements
File Date:	November 23, 2020

BACKGROUND:

The applicant seeks a variance to construct a new house within a front yard setback. The house complies with the setback requirement on E Northern Ave, but not along the side street. Corner lots, such as the subject parcel, have front yards along each street. The setback will not appear out of character for the area. It will be approximately 5 ½ feet from the property line along Winton Place.

ANALYSIS for Variance:

The Board may grant a variance only where there exists a "practical difficulty" as defined by the courts in Ohio in established case law. The Ohio Supreme Court's decision in Kisil v. City of

Sandusky, (1984) 12 Ohio State 3d 30, is a land mark decision in establishing common law governing variances by distinguishing between "use" and "area variances." Area variances involve an exception from such requirements as yard, lot, and height standards. The Supreme Court established that a practical difficulty must exist before an area variance can be granted.

Then subsequent to this case, in Duncan v. Village of Middlefield, (1986) 23 Ohio 3d 83, the Ohio Supreme Court more fully explained the practical difficulty standards. The factors to be considered and weighed in determining whether a property owner seeking a variance has encountered a practical difficulty in the use of his/her property include, but are not limited to:

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;

> ***Staff Comment:*** *No. It would be difficult to build a house on this parcel without the variance.*

2. Whether the variance is substantial;

> ***Staff Comment:*** *No. The house complies with the front yard setback on E Northern Ave. The variance is for the setback in what is traditionally considered a side yard.*

3. Whether the essential character of the neighborhood will be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

> ***Staff Comment:*** *No.*

4. Whether the variance would adversely affect the delivery of government services (e.g., water, sewer);

> ***Staff Comment:*** *No.*

5. Whether the property owner purchased the property with the knowledge of the zoning restrictions;

> ***Staff Comment:*** *No.*

6. Whether the property owner's predicament can be obviated through some method other than a variance; or

> ***Staff Comment:*** *No.*

7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

> ***Staff Comment:*** *Yes.*

RETURNED REPORTS FROM STAFF:

Service/Engineering Department:	Recommend approval
Building Inspections:	Recommend approval
Fire Department:	Recommend approval
City Manager's Office:	Recommend approval
Planning and Zoning:	Recommend approval

STAFF RECOMMENDATION:

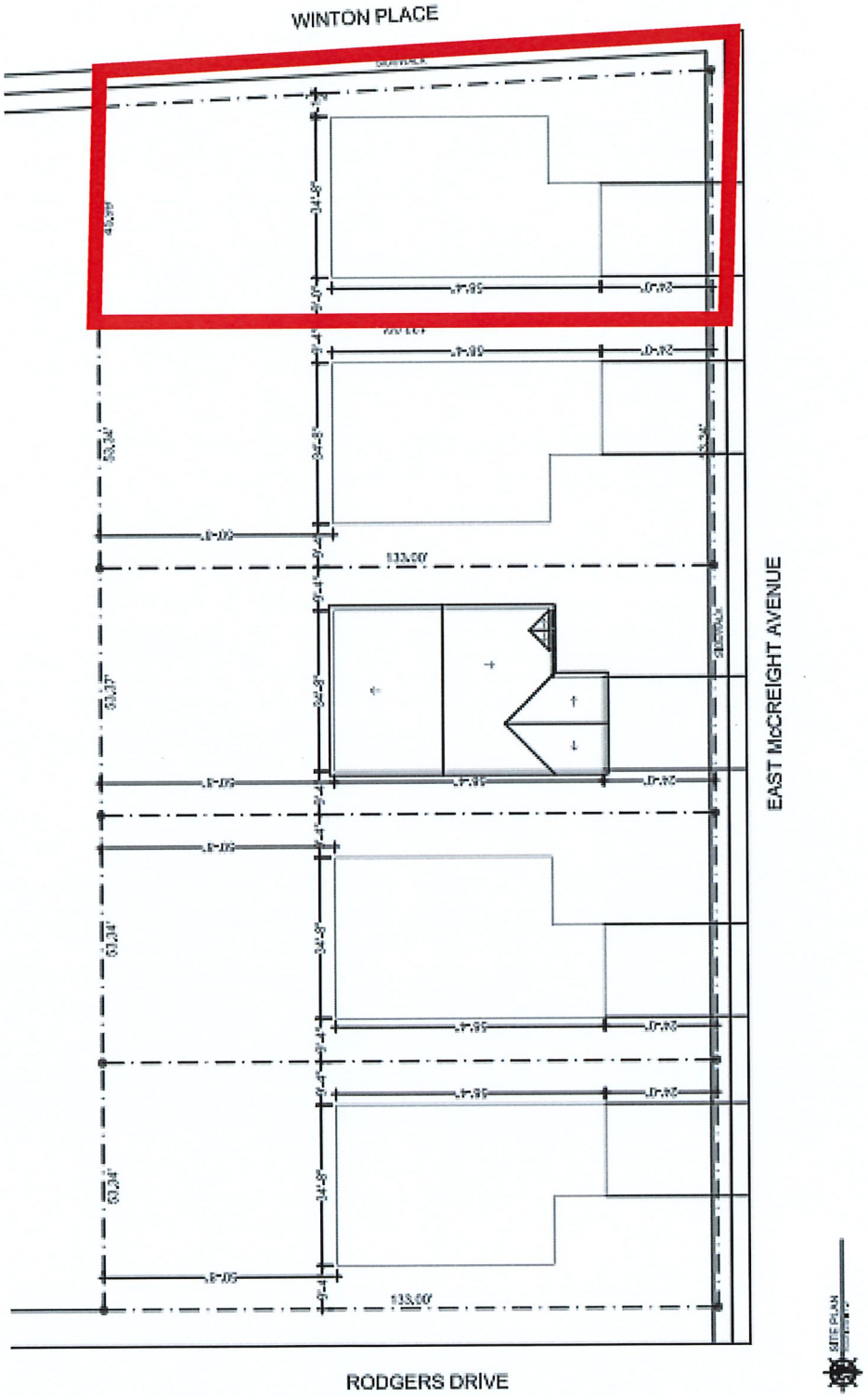
Approval of the variance.

ATTACHMENTS:

1. Vicinity and zoning map
2. Application

#20-A-27
736 E Northern Ave.

#20-A-27
736 E Northern Ave.



NEW RESIDENCE FOR
CHESTER
EAST McCREIGHT AVENUE, SPRINGFIELD, OHIO 45503

Beasley
ARCHITECTURE & DESIGN
130 WEST COLUMBIA AVENUE, BELLBROOK, OHIO 45305
PH 937.848.2111 beasleydesign@beasleyarch.com

Proposed Site Plan

S1

PRELIMINARY

Springfield
Planning & Zoning

FOR OFFICE USE ONLY
Case #: 20-A-27
Date Received: 11/24/20
Received by: ST
Application Fee: $ 57
Review Type:
☐ Admin ☐CPB ☒BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*:
Corner lot setback variance

2. Address of Subject Property: 736 East Northern Ave Springfield, OH 45503

3. Parcel ID Number(s): 3400700029100015

4. Full legal description attached? ☐ yes ☒ no

5. Size of subject property: 6,432 Sq. ft.

6. Current Use of Property: vacant

7. Current Zoning of Property: single family

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☒ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): Clay Chester

Title: owner

Company (if applicable): Premier Property Sales Ltd

Mailing address:
PO Box 331

City: South Vienna State: OH ZIP: 45369

Telephone: (937) 408-8585 Fax: ( )

Email
chesterfoods@yahoo.com

3. If the applicant is agent for the property owner:
Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

Clay Chester, owner
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio
County of Clark

The foregoing instrument was acknowledged before me this 23rd day of November, 2020

by Clay Chester (name of person acknowledged).

(seal)

SUZANNAH HARPER CUSHMAN - NOTARY PUBLIC
COMM EXP: APR 23, 2025
STATE OF OHIO

Notary Public Signature

My commission expires: 4/23/25

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS - VARIANCE APPLICATION

Date: 11/23/2020

Property address: 736 East Northern Ave. Springfield, OH 45503

Section of the Zoning code applicable: 1203.3 LOTS

Purpose of this request, including the improvements or physical changes proposed if this application is approved:
Corner lot setback variance approval request

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific (attach additional pages if necessary).

Adjusting our corner lot setback variance will make it so the new construction houses will match the existing houses

An appeal for a variance to the Zoning Code cannot be granted by the Board of Zoning Appeals unless the following factors are shown to exist. Therefore, for each factor explain in detail how each applies to your appeal: (Please write on additional sheets of paper if you need more space).

1. The property in question cannot yield a reasonable return and there can be no beneficial use of the property without the variance. The variance would relieve a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience to the appellant.

   Without the variance, the lot setback will not match the existing houses on the street

2. The variance is not substantial, i.e. the modification in the requirement that is being requested is not a significant amount in comparison to the requirement.

   The variance is not substantial

3. The essential character of the neighborhood, i.e. adjacent properties, will not be substantially altered or suffer a substantial detriment as a result of the variance.

   The variance will make it so the new house matches the setback of all existing houses.

4. The variance will not adversely affect the delivery of governmental services such as water, sewer.

   Correct, the variance will not adversely affect the delivery of governmental services.

5. The property owner was not aware of the zoning restrictions when purchasing the property.

   Correct

6. There is no other feasible method of solving the property owner's predicament.

   Correct, the only solution is setback variance

7. The spirit and intent behind the zoning requirement will be observed and substantial justice done by granting the variance.

   Yes, spirit and intent behind the zoning requirement be observed and and substantial justice done by granting the variance.

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

Clay Chester, Owner
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio
County of Clark

The foregoing instrument was acknowledged before me this 23rd day of November, 2020

by Clay Chester (name of person acknowledged).

(seal)

SUZANNAH HARPER CUSHMAN - NOTARY PUBLIC
COMM EXP: APR 23, 2025
STATE OF OHIO

Notary Public Signature

My commission expires: 4/23/25

202000016452 11/06/2020 11:56 AM
Filed for Record in CLARK County, Ohio
Nancy Pence, Recorder Rec Fees: $34.00
WARR OR Vol 2180 Pgs 4691 - 4692

APPROVED
Clark County Tax Map
NOV 05 2020
☒ Legal Description
☐ Survey Plat / Lotsplit
☐ Subdivision / Annexation

Transferred
Sale Price 55000
3985 Tle
NOV - 6 2020
John S. Federer
Auditor

LIMITED WARRANTY DEED

EAST CONGREGATION OF JEHOVAH'S WITNESSES, SPRINGFIELD, OHIO, INC., an Ohio Corporation, not for profit, for valuable consideration paid, grants with limited warranty covenants, to PREMIER PROPERTY SALES, LTD, whose tax-mailing address is P.O. BOX 331, South Vienna, Ohio 45369, the following REAL PROPERTY:

Situate in the State of Ohio, County of Clark and City of Springfield and being Lots Numbers 10403, 10404, 10405, 10406, 10407, 10408, 10491, 10492, 10493, 10494, 10495, 10499, 10500 and 10501 as the same are numbered on the altered or revised part of the recorded plat of The Northern Heights Addition, dedicated by the Northern Heights Realty Company to the City of Springfield, and which plat is recorded in Volume 8, Page No. 3 of the Records of Plats of Clark County, Ohio and the altered and revised part of which is recorded in Volume 192, Page 4 of the Deed Records of Clark County, Ohio.

Parcel Numbers: 340-07-00029-100-002; 340-07-00029-100-003; 340-07-00029-100-004; 340-07-00029-100-005; 340-07-00029-100-006; 340-07-00029-100-011; 340-07-00029-100-0012; 340-07-00029-100-013; 340-07-00029-100-014; 340-07-00029-100-015; 340-07-00029-100-016; 340-07-00029-100-017; 340-07-00029-100-018; 340-07-00029-100-019; 340-07-00029-100-020; 340-07-00029-100-021; 340-07-00029-100-022; 340-07-00029-100-023.

Subject to all legal highways and zoning restrictions, all restrictions, easements, conditions, limitations and reservations of record if any, and subject to taxes and assessments which are now or may hereafter become liens on said premises.

Prior Instrument Reference: Instrument No. 200900010621, Volume 1879, Page 1949, Clark County, Ohio Records.

TEAM TITLE & CLOSING SERVICES LLC
HOLD

202000016452
BK 2180 PG 4692

The undersigned represents that they are duly authorized to execute this Limited Warranty Deed ~~for~~*EAST CONGREGATIONS OF JEHOVAH'S WITNESSES, SPRINGFIELD, OHIO, INC., an Ohio Corporation, not for profit on this 30th day of October, 2020.

* on behalf of

John R. Rice PRESIDENT
JOHN R. RICE, PRESIDENT

Michael E. Brown
MICHAEL E. BROWN, TREASURER

STATE OF OHIO COUNTY OF Clark ss.

BE IT REMEMBERED, that on this 30th day of October, 2020, before me, the subscriber, a notary public in and for said state, personally came, JOHN R. RICE, PRESIDENT and MICHAEL E. BROWN, TREASURER, of EAST CONGREGATION OF JEHOVAH'S WITNESSES, SPRINGFIELD, OHIO, INC., the duly authorized representatives of the Grantor(s) in the foregoing deed and acknowledged the signing thereof to be his/her/their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

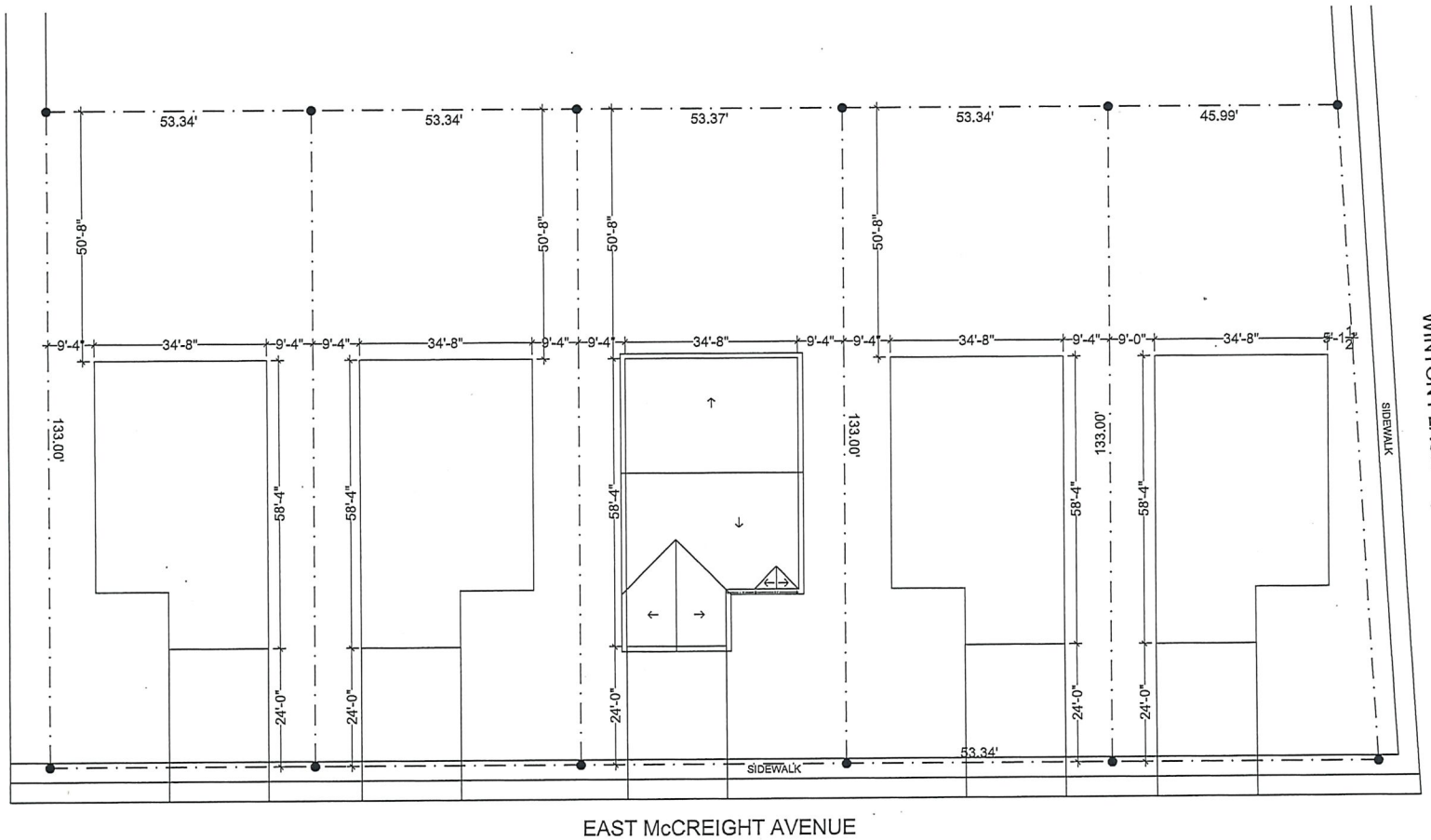
This is an "acknowledgement" as defined in RC 147.011 (A), and no oath or affirmation was administered.

NOTARY PUBLIC STATE OF OHIO

SHERYL L. RINKER
Notary Public, State of Ohio
My Comm. Expires Mar. 7, 2025

Sheryl L. Rinker
Notary Public

This instrument prepared by:
LANE ALTON
Two Miranova Place, Ste 220
Columbus, Ohio 43215



SITE PLAN
SCALE: 3/32" = 1'-0"

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STATE OF OHIO
KAREN K. BEASLEY
REGISTERED ARCHITECT
PRELIMINARY
Karon Beasley, License # 0812114
Expiration Date 12/31/2021

NEW RESIDENCE FOR
CHESTER
EAST McCREIGHT AVENUE SPRINGFIELD, OHIO 45503

Beasley
ARCHITECTURE & DESIGN
109 WEST COLUMBUS AVENUE BELLEFONTAINE, OHIO 43311
PH: 937.599.2323 kbeasley@beasleyarchitecture.com

No.	Revision/Issue	Date
4		
3		
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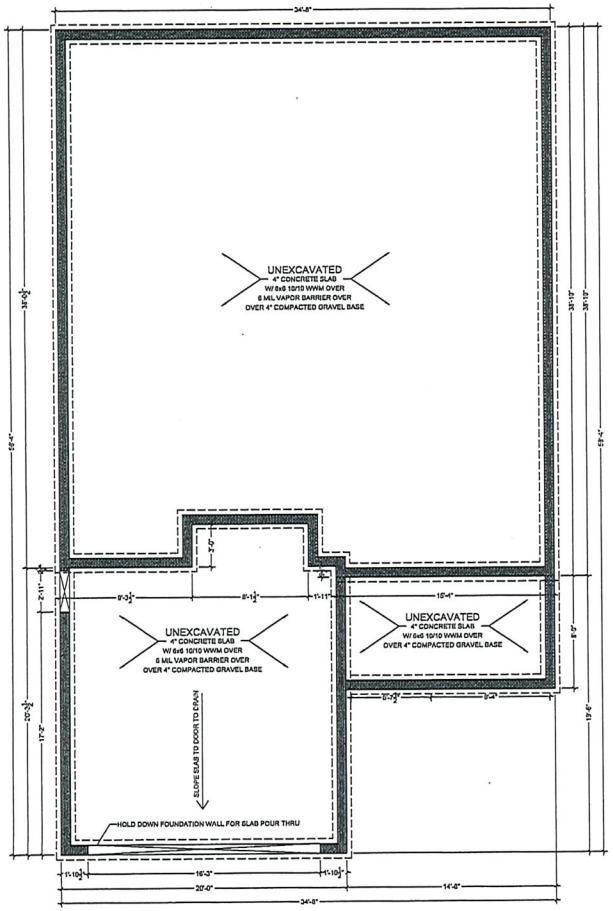
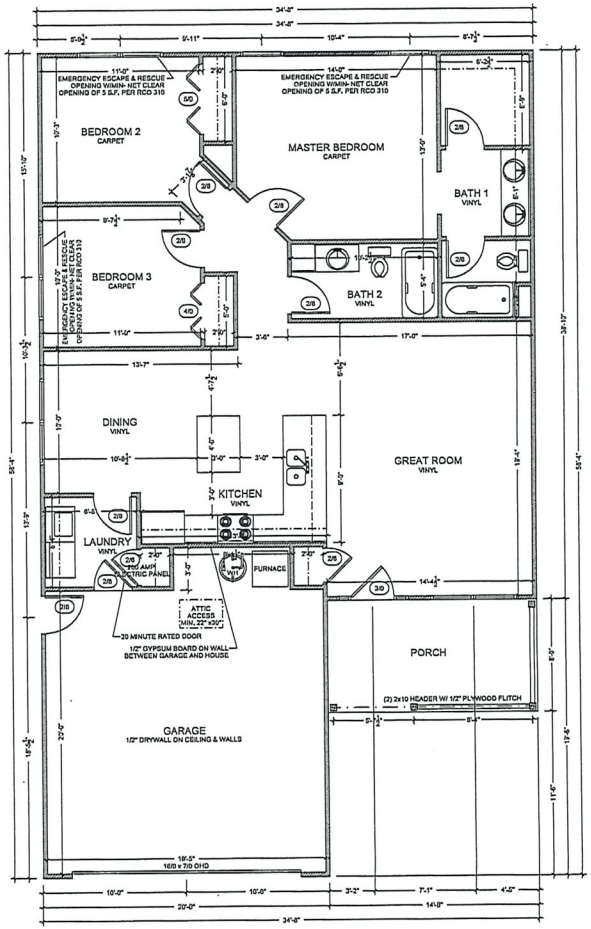
Drawing Name: Proposed Site Plan

Drawn By: KRB
Checked By: KRB

Project No.: —
Date: 5-November-20
Scale: As Noted
Sheet No.: S1



FOUNDATION PLAN-
SCALE:1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE:1/4" = 1'-0"

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STATE OF OHIO
KAREN R. BEASLEY
REGISTERED ARCHITECT
No. 9812114
LICENSED PROFESSIONAL ENGINEER

Karen Beasley, License # 9812114
Expiration Date 12/31/2021

NEW RESIDENCE FOR
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EAST McCREIGHT AVENUE SPRINGFIELD, OHIO 45503

Beasley
ARCHITECTURE & DESIGN
109 WEST COLUMBUS AVENUE BELLEFONTAINE, OHIO 43311
PH: 937.599.2323 kbeasley@beasleyarchitecture.com

No.	Revision/Issue	Date
4		
3		
2		
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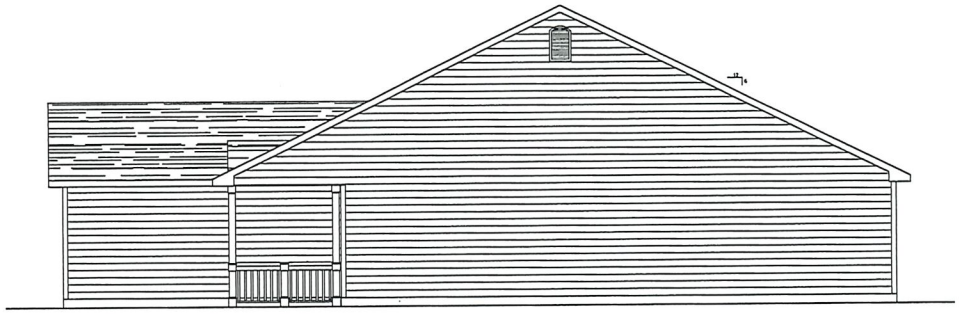
Drawing Name:
Floor Plans & Details

Drawn By: KRB
Checked By: KRB

Project No.: -
Date: 5-November-20
Scale: As Noted
Sheet No.: A2

FRONT ELEVATION
SCALE:1/4" = 1'-0"



SIDE ELEVATION
SCALE:1/4" = 1'-0"

REAR ELEVATION
SCALE:1/4" = 1'-0"

SIDE ELEVATION
SCALE:1/4" = 1'-0"

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STATE OF OHIO
KAREN
BEASLEY
REGISTERED ARCHITECT

Karen Beasley, License # 0812114
Expiration Date 12/31/2021

PRELIMINARY
Not for Construction

NEW RESIDENCE FOR
CHESTER
EAST McCREIGHT AVENUE SPRINGFIELD, OHIO 45503

Beasley
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109 WEST COLUMBUS AVENUE BELLEFONTAINE, OHIO 43311
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No.	Revision/Issue	Date
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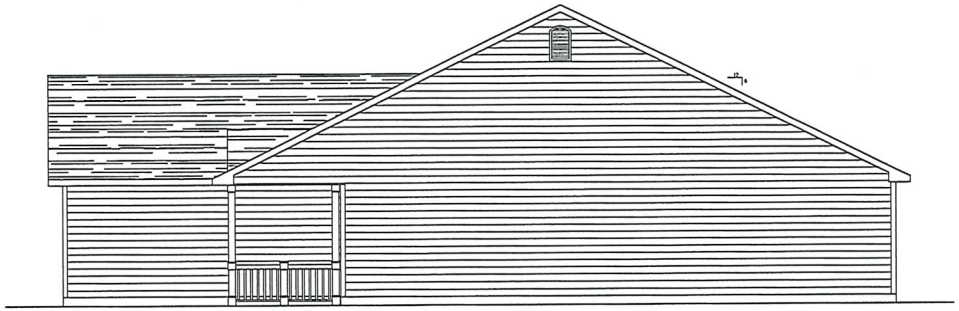
Drawing Name:
Exterior Elevations

Drawn By: KRB
Checked By: KRB

Project No.: —
Date: 5-November-20
Scale: As Noted
Sheet No.: A3A

FRONT ELEVATION
SCALE:1/4" = 1'-0"



SIDE ELEVATION
SCALE:1/4" = 1'-0"

REAR ELEVATION
SCALE:1/4" = 1'-0"

SIDE ELEVATION
SCALE:1/4" = 1'-0"

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REGISTERED OHIO KAREN BEASLEY ARCHITECT

PRELIMINARY

Karen Beasley, License # 00121114
Expiration Date 12/31/2021

NEW RESIDENCE FOR
CHESTER
EAST McCREIGHT AVENUE SPRINGFIELD, OHIO 45503

Beasley
ARCHITECTURE & DESIGN
109 WEST COLUMBUS AVENUE BELLEFONTAINE, OHIO 43311
PH: 937.599.2323 kbeasley@beasleyarchitecture.com

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Drawing Name:
Exterior Elevations

Drawn By: KRB
Checked By: KRB

Project No.: —
Date: 5-November-20
Scale: As Noted
Sheet No.: A3B

BERNER REAL ESTATE INVESTMENTS LLC	127 QUICK RD	NEW CARLISLE, OH 45344
BERNER REAL ESTATE INVESTMENTS LLC	127 QUICK RD	NEW CARLISLE, OH 45344
BOSTICK SARA M	1134 RODGERS DR	SPRINGFIELD, OH 45503
BWELL PROPERTIES LLC	4111 SINTZ RD	SPRINGFIELD, OH 45504
CLARK JOHN T & MARGARET R	3122 LAKEVIEW CT	SPRINGFIELD, OH 45503
CORNELL GROUP LLC THE	7400 BRIDGEWATER RD	HUBER HEIGHTS, OH 45424
DINGELDEIN THOMAS A	1106 RODGERS DR	SPRINGFIELD, OH 45503
DYSON CHRISTINE M & JOHN W	3290 RIDGE RD	SPRINGFIELD, OH 45502
GOSSETT DARRELL A & MICHELLE E HIGH	MICHELLE E HIGH GOSSETT	SPRINGFIELD, OH 45503
HOUCK CHERYL A & JOHN H JR	801 E NORTHEN AVE	SPRINGFIELD, OH 45503
MOJICA VALENTIN R & LAUREN M	725 E NORTHERN AVE	SPRINGFIELD, OH 45503
MUSE BETTY	821 E NORTHERN AVE	SPRINGFIELD, OH 45503
PALMER CHERYL L	737 E NORTHERN AVE	SPRINGFIELD, OH 45503
PREMIER PROPERTY SALES LTD	510 N RACE ST	SPRINGFIELD, OH 45504
R & E PROPERTY MANAGEMENT LLC	615 RIVERSIDE DR	SPRINGFIELD, OH 45504
R & E PROPERTY MANAGEMENT LLC	6360 PRAIRIE RD	SPRINGFIELD, OH 45502
ROWLAND KRISTA L	805 E NORTHERN AVE	SPRINGFIELD, OH 45503
SHUMAN ROBERT	1015 RODGERS DR	SPRINGFIELD, OH 45503
SMITH MARIN E & JERID E	2670 CAROUSEL DR	SPRINGFIELD, OH 45503
STEWART RICHARD III & ROBIN	1122 RODGERS DR	SPRINGFIELD, OH 45503
ZIMMER DON A & JULIE A	808 E NORTHERN AVE	SPRINGFIELD, OH 45503
CLAY CHESTER	PO BOX 331	SOUTH VIENNA, OH 45369

Agenda Item # 9

Case #20-A-28

Variance

STAFF REPORT

TO: Board of Zoning Appeals

DATE: December 16, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Case #20-A-28

GENERAL INFORMATION:

Applicant:	Clay Chester, PO Box 331, South Vienna, OH 45504
Owner:	Premier Property Sales LTD, 510 N Race St., Springfield, OH 45503
Purpose:	For a variance from Chapter 1150.01 to allow for a house to be built within a front yard setback
Location:	736 E Northern Ave.
Size:	0.15 acre
Existing Land Use and Zoning:	Undeveloped, zoned RS-8, Medium-Density, Single-Family Residence District
Surrounding Land Use and Zoning:	North: Undeveloped, RS-8 East: Undeveloped, RS-8 South: Residential, RS-8 West: Residential, RS-8
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1150.01 General Requirements
File Date:	November 23, 2020

BACKGROUND:

The applicant seeks a variance to construct a new house within a front yard setback. The house complies with the setback requirement on E Northern Ave, but not along the side street. Corner lots, such as the subject parcel, have front yards along each street. The setback will not appear out of character for the area. It will be approximately 9 feet 4 inches from the property line along Rodgers Drive.

ANALYSIS for Variance:

The Board may grant a variance only where there exists a "practical difficulty" as defined by the courts in Ohio in established case law. The Ohio Supreme Court's decision in Kisil v. City of

Sandusky, (1984) 12 Ohio State 3d 30, is a land mark decision in establishing common law governing variances by distinguishing between "use" and "area variances." Area variances involve an exception from such requirements as yard, lot, and height standards. The Supreme Court established that a practical difficulty must exist before an area variance can be granted.

Then subsequent to this case, in Duncan v. Village of Middlefield, (1986) 23 Ohio 3d 83, the Ohio Supreme Court more fully explained the practical difficulty standards. The factors to be considered and weighed in determining whether a property owner seeking a variance has encountered a practical difficulty in the use of his/her property include, but are not limited to:

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;

Staff Comment: *Yes.*

2. Whether the variance is substantial;

Staff Comment: *Yes, however, the setbacks requirements would make the sign difficult to see from the road.*

3. Whether the essential character of the neighborhood will be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Staff Comment: *No.*

4. Whether the variance would adversely affect the delivery of government services (e.g., water, sewer);

Staff Comment: *Final sign placement will be approved by the Service Department.*

5. Whether the property owner purchased the property with the knowledge of the zoning restrictions;

Staff Comment: *Unknown.*

6. Whether the property owner's predicament can be obviated through some method other than a variance; or

Staff Comment: *No.*

7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service/Engineering Department:	Recommend approval
Building Inspections:	Recommend approval; permits will be required
Fire Department:	Recommend approval
City Manager's Office:	Recommend approval
Planning and Zoning:	Recommend approval

STAFF RECOMMENDATION:

Approval of the variance.

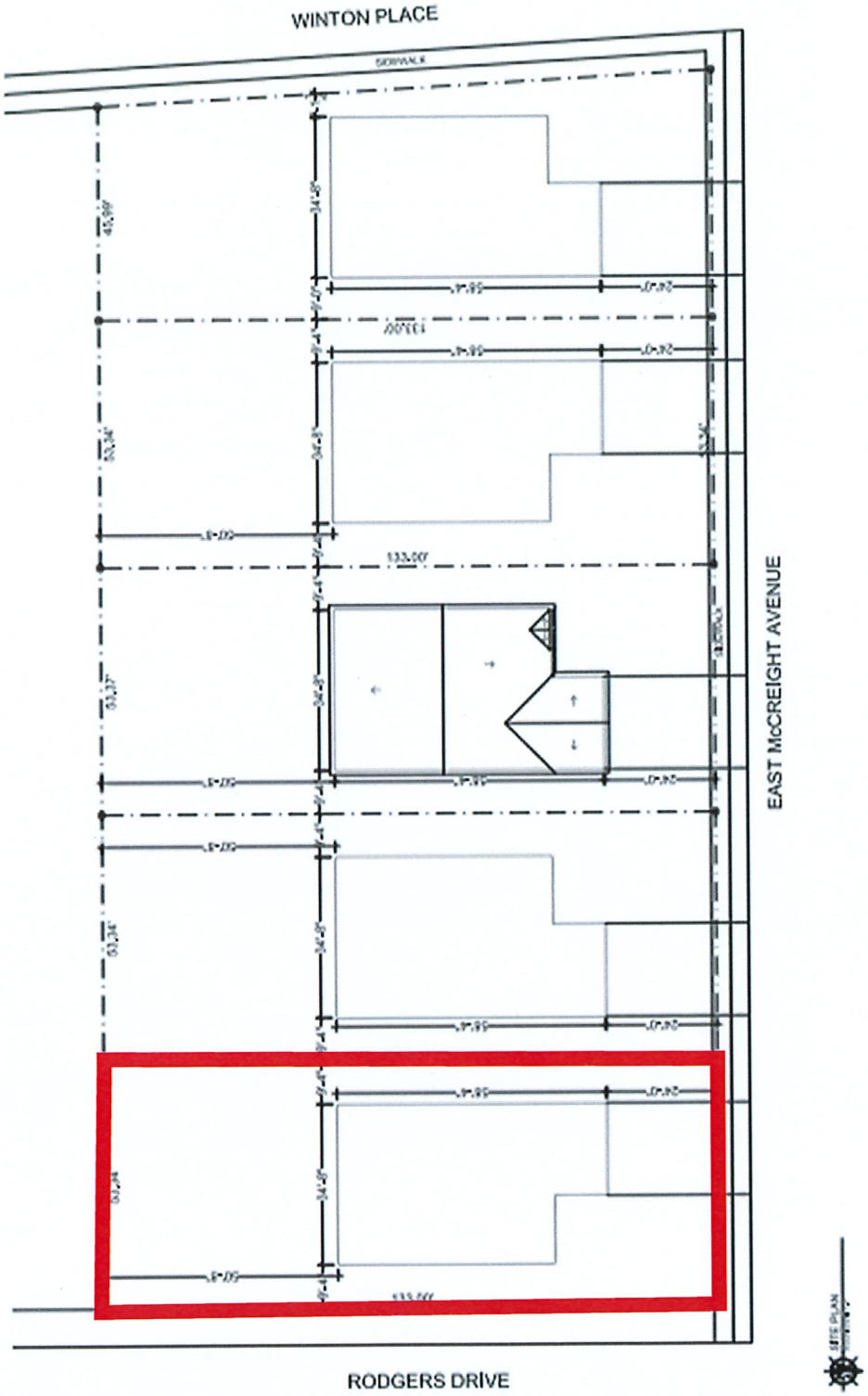
ATTACHMENTS:

1. Vicinity and zoning map
2. Application

#20-A-28
720 E Northern Ave.

#20-A-28
720 E Northern Ave.

NO
PARKING


WINTON PLACE
SIDEWALK
45.99'
34'-8"
24'-0"
10'-0"
133.00'
53.34'
5'-0"
53.37'
53.34'
53.34'
EAST McCREIGHT AVENUE
RODGERS DRIVE

SITE PLAN

PRELIMINARY
NEW RESIDENCE FOR
CHESTER
EAST MCCREIGHT AVENUE SPRINGFIELD, OHIO 45503
Beasley
ARCHITECTURE & DESIGN
Proposed
Site Plan
S1

FOR OFFICE USE ONLY
Case #: 20-A-28
Date Received: 11/24/20
Received by: ST
Application Fee: $ 57
Review Type:
☐ Admin ☐CPB ☒BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*:
Corner lot setback variance

2. Address of Subject Property: 720 East Northern Ave Springfield, OH 45503

3. Parcel ID Number(s): 3400700029100011

4. Full legal description attached? ☐ yes ☒ no

5. Size of subject property: 6,834 Sq. ft.

6. Current Use of Property: vacant

7. Current Zoning of Property: single family

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☒ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): Clay Chester

Title: owner

Company (if applicable): Premier Property Sales Ltd

Mailing address:
PO Box 331

City: South Vienna State: OH ZIP: 45369

Telephone: (937) 408-8585 Fax: ( )

Email
chesterfoods@yahoo.com

3. If the applicant is agent for the property owner:
Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

Clay Chester, owner
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio
County of Clark

The foregoing instrument was acknowledged before me this 23rd day of November, 2020

by Clay Chester (name of person acknowledged).

(seal)

SUZANNAH HARPER CUSHMAN - NOTARY PUBLIC
COMM EXP: APR 23, 2025
STATE OF OHIO

Notary Public Signature

My commission expires: 4/23/25

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS - VARIANCE APPLICATION

Date: 11/23/2020

Property address: 720 East Northern Ave. Springfield, OH 45503

Section of the Zoning code applicable: 1203.3 : LOTS

Purpose of this request, including the improvements or physical changes proposed if this application is approved:
Corner lot setback variance approval request

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific (attach additional pages if necessary).

Adjusting our corner lot setback variance will make it so the new construction houses will match the existing houses

An appeal for a variance to the Zoning Code cannot be granted by the Board of Zoning Appeals unless the following factors are shown to exist. Therefore, for each factor explain in detail how each applies to your appeal: (Please write on additional sheets of paper if you need more space).

1. The property in question cannot yield a reasonable return and there can be no beneficial use of the property without the variance. The variance would relieve a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience to the appellant.
   Without the variance, the lot setback will not match the existing houses on the street

2. The variance is not substantial, i.e. the modification in the requirement that is being requested is not a significant amount in comparison to the requirement.

   The variance is not substantial

3. The essential character of the neighborhood, i.e. adjacent properties, will not be substantially altered or suffer a substantial detriment as a result of the variance.

   The variance will make it so the new house matches the setback of all existing houses.

4. The variance will not adversely affect the delivery of governmental services such as water, sewer.

   Correct, the variance will not adversely affect the delivery of governmental services.

5. The property owner was not aware of the zoning restrictions when purchasing the property.

   Correct

6. There is no other feasible method of solving the property owner's predicament.

   Correct, the only solution is setback variance

7. The spirit and intent behind the zoning requirement will be observed and substantial justice done by granting the variance.

   Yes, spirit and intent behind the zoning requirement be observed and and substantial justice done by granting the variance.

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

Clay Chester, Owner
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio
County of Clark

The foregoing instrument was acknowledged before me this 23rd day of November, 20 20

by Clay Chester (name of person acknowledged).

(seal)

SUZANNAH HARPER CUSHMAN NOTARY PUBLIC
COMM EXP: APR 23, 2025
STATE OF OHIO

Notary Public Signature

My commission expires: 4/23/25

202000016452 11/06/2020 11:56 AM
Filed for Record in CLARK County, Ohio
Nancy Pence, Recorder Rec Fees: $34.00
WARR OR Vol 2180 Pgs 4691 - 4692

APPROVED
Clark County Tax Map
NOV 05 2020
☒ Legal Description
☐ Survey Plat / Lotsplit
☐ Subdivision / Annexation

Transferred
Sale Price 55000
3985 Tle
NOV - 6 2020
John S. Federer
Auditor

LIMITED WARRANTY DEED

EAST CONGREGATION OF JEHOVAH'S WITNESSES, SPRINGFIELD, OHIO, INC., an Ohio Corporation, not for profit, for valuable consideration paid, grants with limited warranty covenants, to PREMIER PROPERTY SALES, LTD, whose tax-mailing address is P.O. BOX 331, South Vienna, Ohio 45369, the following REAL PROPERTY:

Situate in the State of Ohio, County of Clark and City of Springfield and being Lots Numbers 10403, 10404, 10405, 10406, 10407, 10408, 10491, 10492, 10493, 10494, 10495, 10499, 10500 and 10501 as the same are numbered on the altered or revised part of the recorded plat of The Northern Heights Addition, dedicated by the Northern Heights Realty Company to the City of Springfield, and which plat is recorded in Volume 8, Page No. 3 of the Records of Plats of Clark County, Ohio and the altered and revised part of which is recorded in Volume 192, Page 4 of the Deed Records of Clark County, Ohio.

Parcel Numbers: 340-07-00029-100-002; 340-07-00029-100-003; 340-07-00029-100-004; 340-07-00029-100-005; 340-07-00029-100-006; 340-07-00029-100-011; 340-07-00029-100-0012; 340-07-00029-100-013; 340-07-00029-100-014; 340-07-00029-100-015; 340-07-00029-100-016; 340-07-00029-100-017; 340-07-00029-100-018; 340-07-00029-100-019; 340-07-00029-100-020; 340-07-00029-100-021; 340-07-00029-100-022; 340-07-00029-100-023.

Subject to all legal highways and zoning restrictions, all restrictions, easements, conditions, limitations and reservations of record if any, and subject to taxes and assessments which are now or may hereafter become liens on said premises.

Prior Instrument Reference: Instrument No. 200900010621, Volume 1879, Page 1949, Clark County, Ohio Records.

TEAM TITLE & CLOSING SERVICES LLC
HOLD

202000016452
BK 2180 PG 4692

The undersigned represents that they are duly authorized to execute this Limited Warranty Deed ~~for~~*EAST CONGREGATIONS OF JEHOVAH'S WITNESSES, SPRINGFIELD, OHIO, INC., an Ohio Corporation, not for profit on this 30th day of October, 2020.

* on behalf of

John R. Rice PRESIDENT
JOHN R. RICE, PRESIDENT

Michael E. Brown
MICHAEL E. BROWN, TREASURER

STATE OF OHIO COUNTY OF Clark ss.

BE IT REMEMBERED, that on this 30th day of October, 2020, before me, the subscriber, a notary public in and for said state, personally came, JOHN R. RICE, PRESIDENT and MICHAEL E. BROWN, TREASURER, of EAST CONGREGATION OF JEHOVAH'S WITNESSES, SPRINGFIELD, OHIO, INC., the duly authorized representatives of the Grantor(s) in the foregoing deed and acknowledged the signing thereof to be his/her/their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

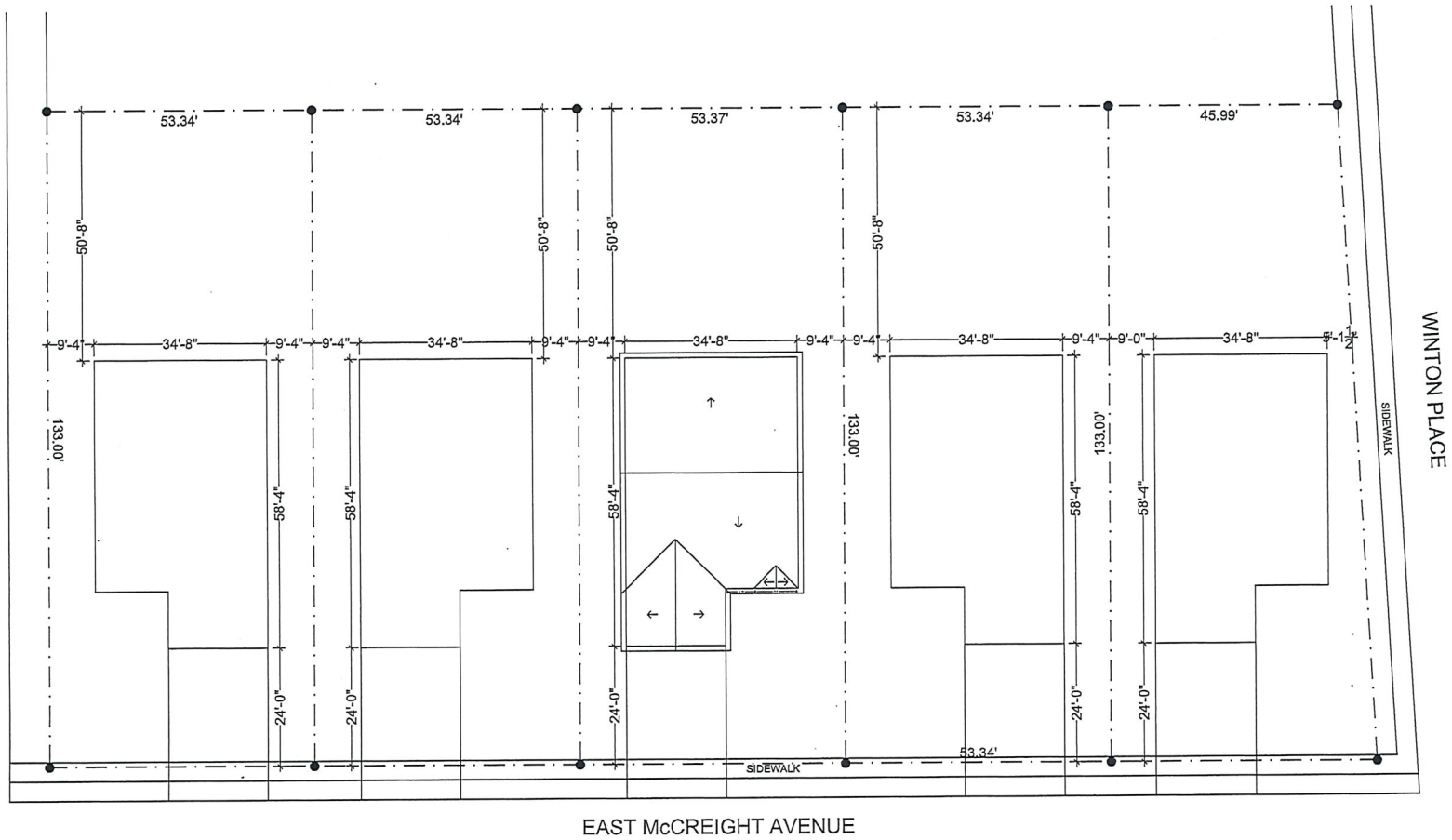
This is an "acknowledgement" as defined in RC 147.011 (A), and no oath or affirmation was administered.

NOTARY PUBLIC STATE OF OHIO

SHERYL L. RINKER
Notary Public, State of Ohio
My Comm. Expires Mar. 7, 2025

Sheryl L. Rinker
Notary Public

This instrument prepared by:
LANE ALTON
Two Miranova Place, Ste 220
Columbus, Ohio 43215



SITE PLAN
SCALE: 3/32" = 1'-0"

PRELIMINARY

Karen Beasley, License # 08122114
Expiration Date 12/31/2021

NEW RESIDENCE FOR
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Beasley
ARCHITECTURE & DESIGN
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PH: 937.599.2323 kbeasley@beasleyarchitecture.com

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Site Plan

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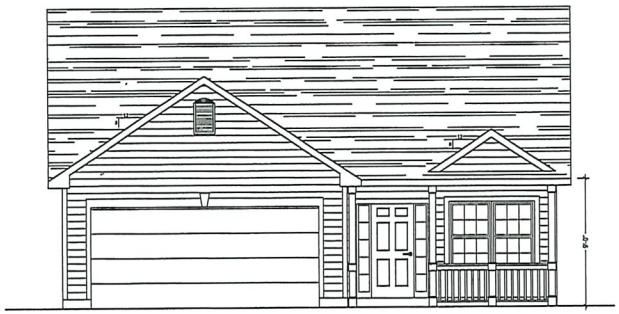
Sheet No.: S1



FRONT ELEVATION
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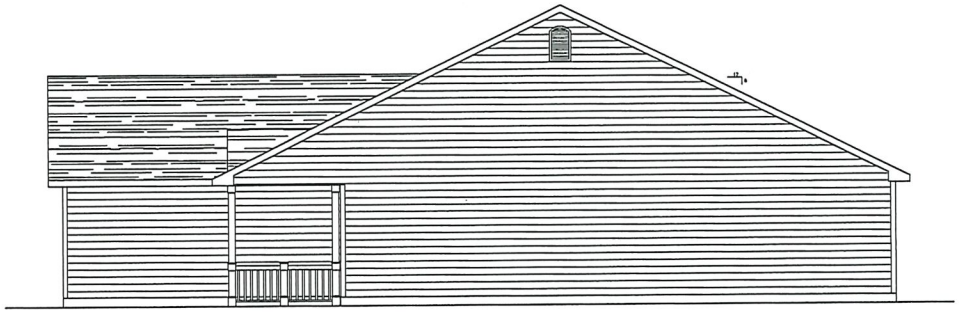

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REAR ELEVATION
SCALE:1/4" = 1'-0"

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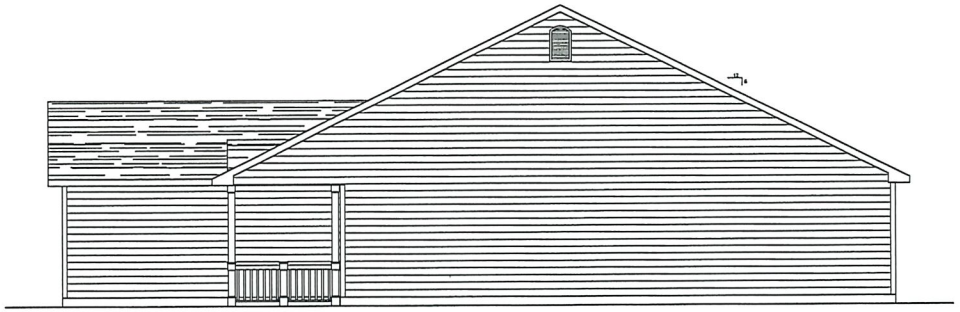

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SCALE:1/4" = 1'-0"

SIDE ELEVATION
SCALE:1/4" = 1'-0"

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STATE OF OHIO
KAREN R. BEASLEY
REGISTERED ARCHITECT
FINAL

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BOGARD DEAN J	705 E NORTHERN AVE	SPRINGFIELD, OH 45503
BWELL PROPERTIES LLC	4111 SINTZ RD	SPRINGFIELD, OH 45504
CASON MICHAEL & REBECCA	6330 FLOYD DR	SPRINGFIELD, OH 45502
CLARK JOHN T & MARGARET R	3122 LAKEVIEW CT	SPRINGFIELD, OH 45503
DYSON CHRISTINE M & JOHN W	3290 RIDGE RD	SPRINGFIELD, OH 45502
HARRISON KIM B & TERESA M TRUSTEES	7558 E PLACITA DELA PROSA	TUCSON, AZ 85705
KOEPP JULIE	5558 FOREST DR	SPRINGFIELD, OH 45506
MOJICA VALENTIN R & LAUREN M	725 E NORTHERN AVE	SPRINGFIELD, OH 45503
MOORE JORDAN	701 E NORTHERN AVE	SPRINGFIELD, OH 45503
PALMER CHERYL L	737 E NORTHERN AVE	SPRINGFIELD, OH 45503
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SMITH MARIN E & JERID E	2670 CAROUSEL DR	SPRINGFIELD, OH 45503
SNOW CYNTHIA SUE	712 NORTHERN AVE	SPRINGFIELD, OH 45503
TAYLOE JAYE LYNNE	709 E NORTHERN AVE	SPRINGFIELD, OH 45503
CLAY CHESTER	PO BOX 331	SOUTH VIENNA, OH 45369

Agenda Item # 10

Case #20-A-29

Conditional Use Permit

STAFF REPORT

TO: Board of Zoning Appeals

DATE: December 16, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Case #20-A-29

GENERAL INFORMATION:

Applicant:	New Covenant Temple Church of God, 700 W John St., Springfield, OH 45506
Owner:	New Covenant Temple Church of God, 1730 Clay St., Springfield, OH 45505
Purpose:	For a conditional use permit for a community center
Location:	1735 Clay St.
Size:	0.15 acre
Existing Land Use and Zoning:	Commercial, zoned RS-8, Medium-Density, Single-Family Residence District
Surrounding Land Use and Zoning:	North: Residential, RS-8 East: Church, RS-5 South: Residential, RS-8 West: Undeveloped, RS-8
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1108.04 Conditional Uses
File Date:	November 24, 2020

BACKGROUND:

The applicant seeks a conditional use permit to start a community center in the structure. It is owned by the New Covenant Temple Church of God in Christ. The center will be used to distribute items to those in the community in need and other church related community functions.

ANALYSIS for Conditional Use:

In considering an application for a conditional use, the Board shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a conditional use, the Board shall review the

facts and circumstances of each proposed conditional use in terms of the following standards and shall find adequate evidence showing that the proposed conditional use at the proposed location:

(1) Would not be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Board shall use and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision;

Staff Comment: *It would not.*

(2) Is in fact a conditional use as established under the provisions of this Springfield Zoning Code as eligible to be permitted in the district involved;

Staff Comment: *Yes.*

(3) Will be harmonious with and in accordance with the general objectives, or with any specific objective of this Springfield Zoning Code;

Staff Comment: *Yes.*

(4) Will be designed, constructed, operated and maintained as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the same area;

Staff Comment: *Yes.*

(5) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

Staff Comment: *Yes.*

(6) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

Staff Comment: *It will not.*

(7) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares. Upon authorizing a conditional use, the Board shall impose such requirements and conditions with respect to location, construction, maintenance and operation, in addition to those expressly stipulated in this Springfield Zoning Code for the particular conditional use, as the Board may deem necessary for the protection of adjacent properties and the public interest.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service Department:	Recommend approval
Building Inspections:	Recommend approval; permits and certificate of occupancy will be required
Fire Department:	Recommend approval
City Manager's Office:	Recommend approval
Planning and Zoning:	Recommend approval

STAFF RECOMMENDATION:

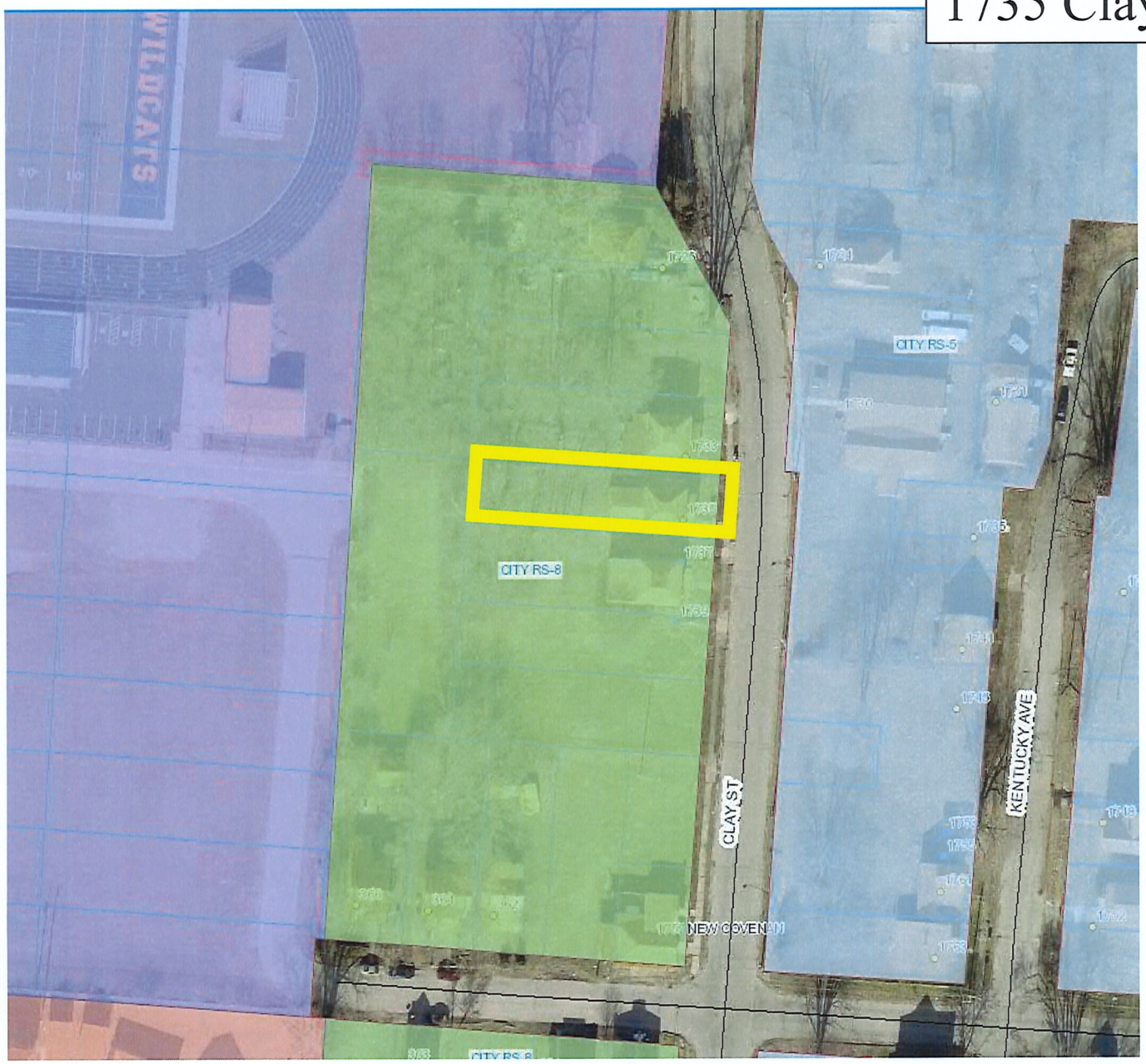
Approval of the conditional use permit.

ATTACHMENTS:

1. Vicinity and zoning map
2. Application

#20-A-29
1735 Clay St.

#20-A-29
1735 Clay St.



1739

The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

FOR OFFICE USE ONLY
Case #: 20-A-29
Date Received: 11/24/20
Received by: ST
Application Fee: $ 285
Review Type:
☐ Admin ☐CPB ☑BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*: Conditional Use - Community Center

2. Address of Subject Property: 1735 Clay Street

3. Parcel ID Number(s): 340-07-00033-218-014

4. Full legal description attached? ☐ yes ☑ no

5. Size of subject property: _____

6. Current Use of Property: Used to store merchandise that we pass on to the Community

7. Current Zoning of Property: _____

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☑ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): Willard D. DeAtemond Jr.

Title: Pastor

Company (if applicable): N/A

Mailing address: 700 W. John Street

City: Springfield State: Ohio ZIP: 45506

Telephone: (937) 215-2906 Fax: ( )

Email

3. If the applicant is agent for the property owner:
Name of Owner (title holder): N/A

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

Willard D. DeArmond Pastor
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio
County of Clark

The foregoing instrument was acknowledged before me this 23rd day of November, 20 20

by Willard D. DeArmond Jr. (name of person acknowledged).

(seal)

Notary Public Signature

My commission expires: 10/02/2023

NOTARIAL SEAL STATE OF OHIO

Krystal N. Rhyan
Notary Public, State of Ohio
My Commission Expires 10/09/2023

The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS APPLICATION

Date: 11/23/20

Property address: 1735 Clay Street

Requested Action:
- ✓ Conditional Use
- ____ Interpretation of the Zoning Code or Map
- ____ Change of a Nonconforming Use
- ____ Other

Section of the Zoning code applicable: _____

Purpose of this request, including the improvements or physical changes proposed if this application is approved: We have started a Community Center to distribute merchandise to the Community

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific. Use the space that follows (attach additional pages if necessary).

Signature: Willard D. DeArmond Jr.
Applicant Date

Please Print Name: Willard D. DeArmond Jr.

BOARD OF EDUCATION CITY OF SPFLD		
BOARD OF EDUCATION CITY OF SPFLD	1500 W JEFFERSON ST	SPRINGFIELD, OH 45506
CHRIST NEW COVENANT TEMPLE CHURCH OF GOD	1730 CLAY ST	SPRINGFIELD, OH 45505
CHURCH OF GOD NEW COVENANT TEMPLE IN	1757 CLAY ST	SPRINGFIELD, OH 45505
DORSETT MICHAEL S	20 PARKWAY AVE	CINCINNATI, OH 45216
JOHNSON KAREN	362 HENSEL AVE	SPRINGFIELD, OH 45505
MARTINDALE JEFFERY A	PO BOX 36	SPRINGFIELD, OH 45501
MC COY ALONZO	PO BOX 283	ENON, OH 45323
MC COY MARY ALICE	1842 WOODWARD AVE	SPRINGFIELD, OH 45506
MCWHORTHER PROPERTIES AND GENERAL	3738 W NATIONAL RD	SPRINGFIELD, OH 45504
NEW COVENANT TEMPLE CHURCH OF GOD	1730 CLAY ST	SPRINGFIELD, OH 45505
PARKER RIDGE LLC	PO BOX #1	ENON, OH 45323
RAMEY NELLIE	3159 MEADOWWOOD DR	SPRINGFIELD, OH 45505
RIGGINS MINNIE	1725 CLAY ST	SPRINGFIELD, OH 45505
ROBINSON CHAD M	1407 LINDEN AVE	SPRINGFIELD, OH 45505
SPARKS WESLEY L	124 RA-MAR DR	SPRINGFIELD, OH 45502
STEWART MARY FARTHLING	1731 KENTUCKY AVE	SPRINGFIELD, OH 45505
TYLER TIMOTHY L SR	433 KNICKERBOCKER AVE	SPRINGFIELD, OH 45506
WAGSTAFF REGINALD M & JOHN W	1735 KENTUCKY AVE	SPRINGFIELD, OH 45505
Willard DeArmond Jr	700 W JOHN ST	SPRINGFIELD, OH 45506

Agenda Item # 11

Case #20-A-30

Conditional Use Permit

STAFF REPORT

TO: Board of Zoning Appeals

DATE: December 16, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Case #20-A-30

GENERAL INFORMATION:

Applicant:	Alex Robinson, 1831 S Yellow Springs St., Springfield, OH 45506
Owner:	Buck Storage Inc, PO Box 3176, Lake City, FL 32056
Purpose:	For a conditional use permit for an automotive use
Location:	902 S Yellow Springs St.
Size:	3.1 acres
Existing Land Use and Zoning:	Former Factory, zoned M-1, General Manufacturing District
Surrounding Land Use and Zoning:	North: Residential, RS-8 East: Former Factory, M-1 South: Residential, RS-8 West: Commercial, RS-8 & CO-1
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1124.04 Conditional Uses
File Date:	November 24, 2020

BACKGROUND:

The applicant seeks a conditional use permit to use the parcel for additional vehicle inventory for Robinson Auto Sales, located at 1831 S Yellow Springs St.

During the Engaged Neighborhood planning process, this parcel has been identified through conversations our consultants had with residents as an eyesore for some time. Residents want something to happen on this parcel. An auto sales lot would not be the highest and best use for the parcel.

Revitalizing the S Yellow Springs Street corridor is an important objective for the City of Springfield. It is vital that properties are developed in ways that add to the corridor and to the community overall, bringing jobs and spurring future development on neighboring parcels.

ANALYSIS for Conditional Use:

In considering an application for a conditional use, the Board shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a conditional use, the Board shall review the facts and circumstances of each proposed conditional use in terms of the following standards and shall find adequate evidence showing that the proposed conditional use at the proposed location:

(1) Would not be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Board shall use and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision;

Staff Comment: *It would not.*

(2) Is in fact a conditional use as established under the provisions of this Springfield Zoning Code as eligible to be permitted in the district involved;

Staff Comment: *Yes.*

(3) Will be harmonious with and in accordance with the general objectives, or with any specific objective of this Springfield Zoning Code;

Staff Comment: *Yes.*

(4) Will be designed, constructed, operated and maintained as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the same area;

Staff Comment: *Yes.*

(5) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

Staff Comment: *Yes.*

(6) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

Staff Comment: *It will not.*

(7) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares. Upon authorizing a conditional use, the Board shall impose such requirements and conditions with respect to location, construction, maintenance and operation, in addition to those expressly stipulated in this Springfield Zoning Code for the particular conditional use, as the Board may deem necessary for the protection of adjacent properties and the public interest.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service Department:	Recommend approval
Building Inspections:	Recommend approval; sign permit required
Fire Department:	Recommend approval
City Manager's Office:	Recommend denial; as the City/community continues to invest in S Yellow Springs St. and the surrounding area, a car lot does not fit into the goals and objectives set forth (see Engaged Neighborhood Plan).
Planning and Zoning:	Recommend denial; this parcel has been identified for investment as a part of the Engaged Neighborhood Plan to revitalize the S Yellow Springs Street corridor. There are several used car dealerships already in the City. A car lot on this parcel would not be the highest and best use nor what community members have stated they want to see in the area.

STAFF RECOMMENDATION:

Denial of the conditional use permit.

ATTACHMENTS:

1. Vicinity and zoning map
2. Application

#20-A-30
902 S Yellow Springs St.

#20-A-30
902 S Yellow Springs St.

The City of Springfield
Planning & Zoning

FOR OFFICE USE ONLY
Case #: 20-1-30
Date Received: 11/30/20
Received by: ST
Application Fee: $ 285
Review Type:
☐ Admin ☐ CPB ☑ BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*:
Commercial, Conditional use.

2. Address of Subject Property: 902 S. Yellowsprings St. Springfield, OH 45506

3. Parcel ID Number(s):

4. Full legal description attached? ☐ yes ☐ no

5. Size of subject property: 3.16 AC

6. Current Use of Property: Vacant.

7. Current Zoning of Property: Manufacturing

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☑ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): Alex Robinson

Title: Owner

Company (if applicable): Robinson Auto Sales LLC ~~A&T Real Estate Enterprise LLC~~

Mailing address: ~~3224 N. Bechtle~~ 1831 S. Yellowsprings St.

City: Springfield State: OH ZIP: 45506

Telephone: (937) 460.4945 Fax: ( )

Email Robinsonautosales@icloud.com

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3. If the applicant is agent for the property owner:
Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Signature of Co-applicant

Alexander J. Robinson Owner
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio
County of Clark

The foregoing instrument was acknowledged before me this 20 day of Nov, 2020

by Alexander J. Robinson, owner (name of person acknowledged).

(seal)

Priya N. Johnson
Notary Public Signature

My commission expires: 09/25/2022

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The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS APPLICATION

Date: Nov 20, 2020

Property address: 902 S. Yellowsprings St. Springfield, OH

Requested Action:
X Conditional Use
___ Interpretation of the Zoning Code or Map
___ Change of a Nonconforming Use
___ Other

Section of the Zoning code applicable: _____

Purpose of this request, including the improvements or physical changes proposed if this application is approved:
Vehicle Inventory Storage for Robinson Auto Sales 1831 S. Yellowsprings St. Improvements Include, Chain Link fence cleaned and painted. LED Lights for parking Lot. Seal Coat Lot.

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific. Use the space that follows (attach additional pages if necessary).

Atempting to continue Revitalizing Neighboorhood. Commercial property increase of Value.

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Signature: _____
Applicant Date

Please Print Name: Alexandre J. Robinson

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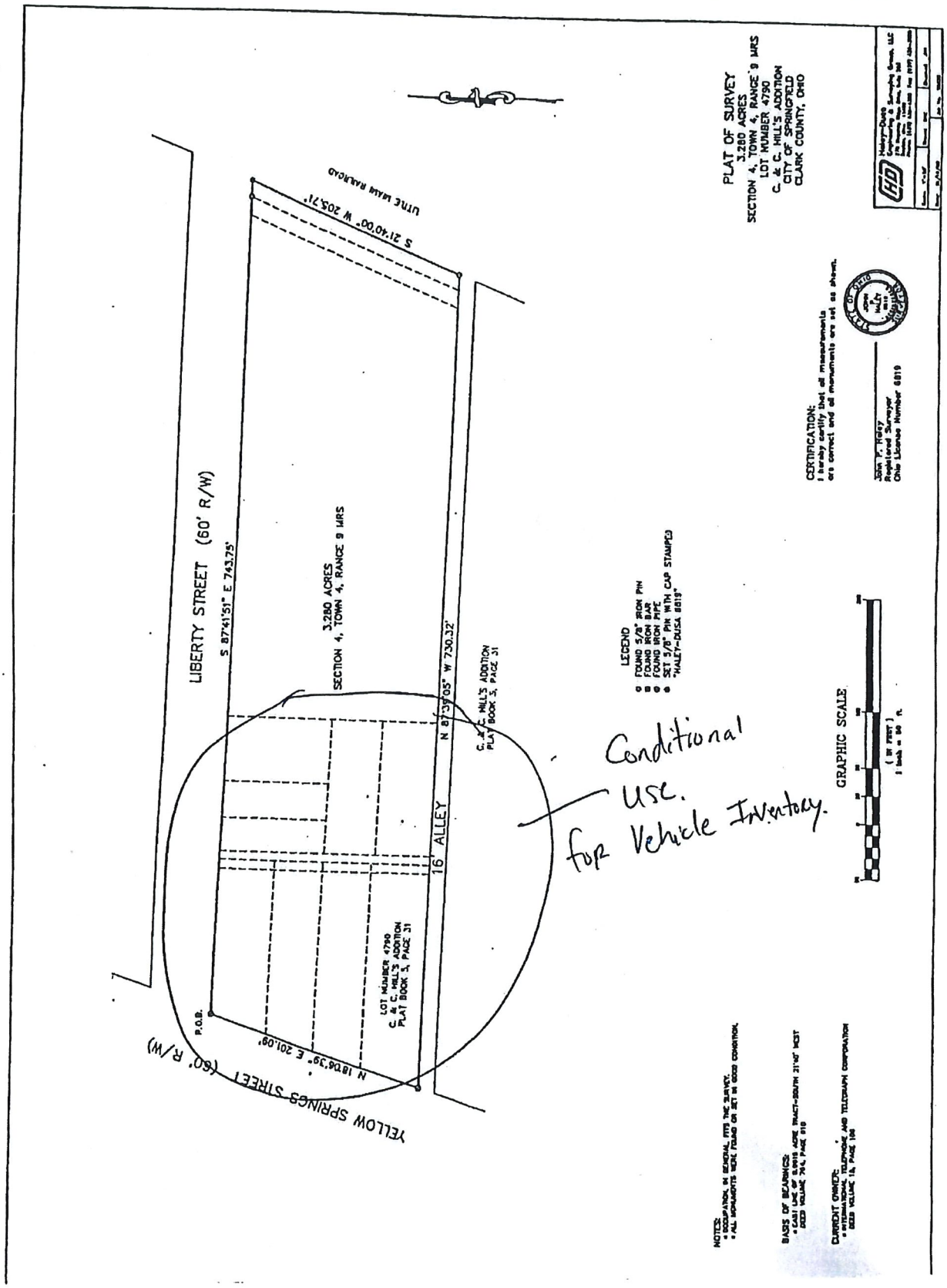
Attachment B

BK: 2021 PG: 1869



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Haley-Dusa
Engineering & Surveying Group, LLC

270 Regency Ridge Dr.
Suite 203
Dayton, Ohio,45459
Phone: (937) 439-4300
Fax: (937) 439-2005

DESCRIPTION OF
3.280 ACRES
SECTION 4, TOWN 4, RANGE 9 MRS
LOT NUMBER 4790
CITY OF SPRINGFIELD
CLARK COUNTY, OHIO

Situated in Section 4, Town 4, Range 9 MRS, City of Springfield, County of Clark, State of Ohio, being all of a tract conveyed to International Telephone and Telegraph Corporation, a Delaware corporation, in Miscellaneous Volume 15, Page 106, and all of the first parcel as described in Deed Volume 764, Page 911, more particularly described as follows:

Beginning at an iron bar found at the intersection of the East right-of-way line of Yellow Springs Street and the South right-of-way line of Liberty Street, thence South 87°41'51" East a distance of 743.75 feet to a 5/8" iron pin set;

Thence South 21°40'00" West a distance of 205.71 feet to an iron pipe found on the North right-of-way line of a 16 foot wide alley;

Thence along the North right-of-way line of said alley, North 87°39'05" West for a distance of 730.32 feet to an iron bar found on the East right-of-way line of Yellow Springs Street;

Thence along the East right-of-way of Yellow Springs Street, North 18°06'39" East a distance of 281.09 feet to the place of beginning.

Containing 3.280 acres, more or less.

Subject to all legal highways, easements, and restrictions of record.

Basis of Bearings: Deed Volume 764, Page 910
East line of 0.0615 acre tract- (South 21°40' West)

A (5/8" iron pin set) refers to a 30" long rebar with a plastic identification cap stamped "Haley-Dusa 6819".

This description is based upon a field survey conducted under the supervision of John P. Haley, Registered Surveyor, Ohio License Number 6819, in January of 2000.

Haley-Dusa Engineering & Surveying Group, LLC

John P. Haley
Registered Surveyor
Ohio License Number 6819

January 19, 2000
Job # S0225

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AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: (02 S. Yellow Springs Street, Springfield, Ohio:340 06 00004 414 006 +007 +036 thru 042 +046

Buyer(s): Alex Robinson thru a llc.

Seller(s): BUCK STORAGE, INC,

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

The seller will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s)_____ work(s) for the buyer and Agent(s)_____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Andrew Hellmuth and real estate brokerage Link-Hellmuth, llc will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

☑ represent only the (*check one*) ☑ **seller** or ☐ **buyer** in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

A&J REAL ESTATE ENTERPRISE LLC — BUYER/TENANT — DATE

Andy R. Bullard — SELLER/LANDLORD — DATE 11/30/20

Alex Robinson OWNER — BUYER/TENANT — DATE 11.30.20

SELLER/LANDLORD — DATE

Effective 01/01/05

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

Effective 01/01/05

REAL ESTATE PURCHASE CONTRACT

Form Approved by Springfield Board of REALTORS®

Link-Hellmuth,llc Date: November 19, 2020

(Selling REALTOR® Firm)

A. DESCRIPTION. The undersigned Purchaser agrees to purchase through (Listing REALTOR® Firm) Link-Hellmuth, llc on the terms and conditions set forth below, the real property (the "Property") located in the City or Township of Springfield County of Clark State of Ohio, described as, 902 S. Yellow Springs Street with 9 other adjoining parcels

(Address include St., Rd., Ave., Ln., Ct., Cir., City, State & Zip Code)

340 06-00004 414 006 +007 +036 thru 42 +046

Permanent Parcel Number(s)

The Property shall include the land, all appurtenant rights, privileges and easements. The Property passing under this Contract shall include the following in their present physical condition; all buildings, improvements, and fixtures including, but not limited to, such of the following as are now on the Property: landscaping, electrical, heating, air conditioning, plumbing/bathroom fixtures, built in appliances, window/door shades, blinds, curtain rods, attached fireplace equipment, awnings/screens, storm windows/doors, garage door opener/controls(s), water softener, propane tank [leased equipment excluded] Any personal property items listed above or below owned by Seller will be free and clear of liens and security interests at closing.

Other Personal Property to remain with the Property:

B. PRICE. Purchaser(s) agrees to pay for the Property ($ 2,500.00)

payable as follows:

☑ **CASH:** Purchaser shall provide, to Seller's satisfaction, written verification of funds within 5 days of acceptance of this offer. If Purchaser fails to provide written verification, then Seller may, by written notice to selling REALTOR® or Purchaser, terminate this contract.

☐ **FINANCING:** Purchaser's obligation to close this transaction is contingent upon the Purchaser's ability to obtain ☐ Conventional ☐ VA ☐ FHA ☐ Rural Development ☐ Other_____ financing at prevailing rates and terms with down payment of _____% or $_____. ☐ TRID ADDENDUM

PURCHASER'S FINANCING PRE-APPROVAL: Within seven (7) days of acceptance of this Real Estate Purchase Contract, Purchaser shall deliver to Seller a written financing pre-approval letter from a financial institution or mortgage broker based on the following criteria: satisfactory credit history, employment verification, accepted offer terms and Purchaser income and debt ratios. If Purchaser does not make timely delivery of said pre-approval, Seller, at their option, may terminate this Real Estate Purchase Contract by delivering written notice of termination to Purchaser prior to Seller's actual receipt of a copy of Purchaser's written financing pre-approval. **NOTE: Pre-approval is not considered a loan commitment.**

☑ SETTLEMENT CHARGES. In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide marketable title, Seller agrees to pay actual settlement charges on behalf of the Purchaser, including but not limited to, discount points, closing costs, pre-paids and any other fees allowed by Purchaser's lender in an amount not to exceed $_____ or 100 %_____%.

Purchaser(s) Initials AR / 11.30.20 **Date**_____ **Seller(s) Initials** AB / _____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels

☐ SELLER FINANCING: SEE ATTACHED ADDENDUM

C. CONTINGENCY. (NOT APPLICABLE IF BLANKS ARE NOT FILLED IN) The terms and conditions contained herein are made expressly contingent upon the ☐ sale ☐ closing of Purchaser's property located at _____. The undersigned Purchaser agrees that the Seller's property is to remain on the market for sale during interim. Should Seller receive a non contingent offer to purchase the property that Seller desires to accept, Seller's agent shall notify Purchaser's agent in writing of the offer and Seller's intent to accept that offer. Purchaser shall have _____HOURS FROM THE RECEIPT OF SELLER'S NOTICE to remove said contingency or release said contract. If contingency is removed, Purchaser will proceed with financing and close by the closing date or within 45 days, whichever is earlier. In the event any contingency herein is unable to be satisfied within the time specified, then all funds and documents shall be returned to parties depositing them and this contract shall be null and void.

D. PRORATIONS. At closing Seller shall pay or credit on the purchase price all real estate taxes and assessments, including penalties and interest, which become due and payable prior to date of closing. A prorated share calculated as of the date of closing shall be made in accordance with the following method: ☐ **"Long Proration"** method or ☐ **"Short Proration"** method. (If neither method is checked, the long proration shall apply.) All prorations shall be based on the most recent tax rates, assessments and valuation available at the auditor's office to include, if any, sidewalk, curb, gutter, water/sewer assessments. Unassessed new construction real estate taxes will be prorated on land only. If the real estate taxes will be subject to recoupment due to accruing agricultural tax savings (CAUV) the _____agrees to pay the amount of such recoupment.

Interest and escrow balances on any mortgage assumed, and pre-paid insurance premiums and rents shall be prorated to the date of closing. Seller shall pay all utility bills at delivery of deed or date of vacating, whichever is later. Propane/fuel oil shall be ☐ prorated to date of delivery of deed or date of vacating, whichever is later or ☐ Seller will convey all remaining propane/fuel oil at time of possession. Purchaser shall be responsible for securing a company for the propane/fuel oil. All security deposits paid to Seller by tenants in possession shall be transferred to the Purchaser at closing. **NOTE: Real estate taxes and assessments are subject to change.**

E. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES. If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's expense, provide Purchaser with a current copy of documents affecting the real estate including the Bylaws and the Articles of Incorporation and other pertinent documents within _____ days of acceptance of this offer. Seller certifies that the current HOA Fees/Condo Dues are $_____ per _____ and are paid through _____. HOA Fees/Condo Dues prepaid by the Seller shall be prorated from the date of closing through the date paid.

F. HOME WARRANTY DISCLOSURE. Purchaser has been informed that home warranty programs may be available to provide potential additional benefits to Purchaser. Purchaser ☐ **selects** ☐ **does not select** a home warranty to be provided by a company to be chosen by ☐ **Purchaser** ☐ **Seller** and paid for by ☐ **Purchaser** ☐ **Seller** at an amount not to exceed $_____. If a homeowner's warranty is being provided under the terms of this Contract, the Parties acknowledge that a fee may be paid by the warranty company to one of the Brokers involved in this transaction. The amount of this fee will be disclosed to Seller and Purchaser upon request after the warranty company has been specified.

G. DEED. Seller shall deliver to Purchaser a good and sufficient warranty deed or fiduciary deed with appropriate release of dower, if any, conveying a good and marketable title, in accordance with the Ohio Marketable Title Act and the Standards of Title Examination, Ohio State Bar Association. Subject property is to be free and clear of all liens and encumbrances, not excepted by this contract, except the following: restrictions, conditions and easements of record, rights of tenant in possession, zoning provisions, (none of which shall be materially adverse to Purchaser's use of the premises noted in OTHER CONDITIONS, paragraph N) taxes and assessments as

hereinafter set forth in PRORATIONS, Paragraph D, all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted)_____.

H. TITLE INSURANCE. Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance is issued. Title insurance is different than casualty or liability insurance. **Purchaser is encouraged to inquire about the benefits of owner's title insurance from a title insurance agency or provider. An owner's policy of title insurance, while not required, is recommended. A lender's policy of title insurance, if required by the mortgage lender, does not provide protection to the Purchaser. Purchaser acknowledges that it is Purchaser's sole responsibility to make inquiries with regard to owner's title insurance prior to closing. _____ (Buyer's initials)**

I. REPRESENTATIONS. Seller certifies to Purchaser that with respect to the Property (1) no orders of any public authority are pending (2) no work has been performed or improvements constructed that may result in future assessments or liens (3) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters (4) Seller will not change any existing lease/rental agreement or enter into new lease/rental agreement and (5) there presently exists no defects or conditions or toxic or hazardous or contaminated substances on the Property known to Seller which would adversely affect or materially impair the fitness of the Property for the purpose of its intended use. **Purchaser is relying solely upon examination of the Property, the Seller's certification herein, and inspection herein required, if any, for its physical condition and character, to the earnings therefrom, utility, zoning, size of the land, improvements and not upon any representation by the real estate agents involved who shall not be responsible for any defects in the Property. Seller's representations shall survive the closing.**

J. DAMAGE TO BUILDINGS. If any buildings or other improvements are substantially damaged or destroyed prior to the closing, Purchaser shall have the option (1) to proceed with the closing and receive the proceeds of any insurance payable in connection therewith, subject to current mortgage holder's rights or (2) to terminate this Contract and have the earnest money as receipted on page four returned and both parties shall be released from all further obligations under this Agreement. Seller shall keep the Property adequately insured against fire and extended coverage perils prior to closing. Seller agrees to maintain the Property in its present condition until delivery of possession, subject to ordinary wear and tear and the provisions of this paragraph.

K. EARNEST MONEY. Broker will receive from Purchaser $ Zero, which shall be returned to Purchaser, upon Purchaser's request, if no contract has been entered into. Upon acceptance of this Contract by both parties, Broker shall deposit such amount in its trust account to be disbursed, subject to collection by Broker's depository, as follows: (1) deposit shall be applied on purchase price or returned to Purchaser when transaction is closed (2) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned (3) if Purchaser fails or refuses to perform, this deposit shall be paid to Seller.

In the event of a dispute between the Seller and the Purchaser regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to Purchaser with no further notice to Seller. The return or payment of such deposit shall not in any way prejudice the rights of Seller, Purchaser or Broker(s) in any action for damages or specific performance.

Purchaser(s) Initials AR / ____ **Date** 11.30.20 **Seller(s) Initials** AD / ____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels

L. FAIR HOUSING / BLOCKBUSTING STATEMENT: This Contract shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02 of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601 as amended), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status, disability or national origin; or to discriminate in advertising the sale or rental of housing, in the finance of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

M. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW. If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

N. POSSESSION. Possession shall be given subject to tenant's rights ☐ _____ calendar days, ☑ at closing, after delivery of deed, at ☐ _____AM ☐ _____PM. Possession shall be deemed given as of said date or such earlier date as of which Purchaser receives actual notice from Seller of Seller's vacating the Property. Seller shall be responsible to Purchaser for damages caused by Seller's failure to deliver possession on the stated date.

O. ACCEPTANCE AND CLOSING. This offer shall remain open for acceptance until November 30, 2020, ☐ _____AM ☐ _____PM. The closing for delivery of the deed and payment of the balance of the purchase price shall be held on or before December 4, 2020, at a time and place mutually agreed upon by Seller and Purchaser. In the event of a failure of both parties to agree, the closing shall be held on the last business day designated in this paragraph and the Listing Broker shall have the right to designate the hour and place of closing.

P. INSPECTIONS AND OTHER ADDENDA. The following Addenda and attachments shall be considered an integral part of this Contract: ☐ Inspection Addendum ☑ No Inspections Required ☐ Lead-Based Paint Form ☐ Property Disclosure Form ☐ Addendum/Amendment to Purchase ☑ Agency Form ☐ Proof of Funds/Pre-Approval Letter ☐ Other (Describe) _____
Purchaser(s) Initials_____/_____

Q. OTHER CONDITIONS.
No pro-ration of real estate taxes or rents. There are no taxes or rents.

R. ELECTRONIC SIGNATURES. Manual or electronic signatures on contract documents, transmitted in original, facsimile or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in connection with this Contract. Only original, manually signed documents shall be valid for deeds or other documents to be recorded at or after closing or as may be required by Purchaser's lender and/or the Attorney and/or title insurance company and/or escrow agent.

S. GENERAL PROVISIONS.
1.) Seller certifies and represents that those signing this Contract constitute all of the owners of the title to the real property and other items listed in Section A.

Purchaser(s) Initials AR / _____ **Date** 11.30.20 **Seller(s) Initials** AB / _____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels

2.) Upon acceptance, this offer shall become a complete agreement binding upon the Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all the terms and conditions agreed upon. No oral conditions, representations, warranties or agreements shall be valid and binding upon the parties unless in writing, and signed by both parties. Purchaser has examined the Property and, except as otherwise provided in this Contract, is purchasing it "as is" in its present condition, relying upon such examination as to the condition, character, size, utility and zoning of the Property. Any word used in this Contract shall be construed to mean either singular or plural by the number of signatures as indicated on page four. **Time is of the essence for all provisions of this Contract.**

THIS IS A LEGALLY BINDING CONTRACT BETWEEN THE PURCHASE AND SELLER. PURCHASER AND SELLER ARE ADVISED THAT THIS CONTRACT CONTAINS PROVISIONS THAT MAY OR MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS CONTRACT ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION. PURCHASER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE PROVISIONS OF THE REAL ESTATE PURCHASE CONTRACT AND ANY ADDENDUMS.

T. OWNERSHIP/TITLE. In the name of (please print) _____

☐ Joint Tenancy with Rights of Survivorship ☐ Tenancy in Common ☐ Land Contract ☐ Other

Purchaser(s) A&J Real Estate Enterprise LLC Date 11.30.20

Purchaser(s) Ally Robinson Owner Date _____

U. SELLER'S RESPONSE. The undersigned Seller has read and fully understands the foregoing offer and hereby:
☑ **Accepts** said offer and agrees to the terms and conditions herein contained.
☐ **Rejects** said offer.
☐ **Counteroffers - See Counteroffer Addendum**

Seller(s) Andy Breach, Pres Date 11/30/20

Seller(s) _____ Date _____

EARNEST MONEY RECEIPT
$ ZERO
☐ Check #_____ ☐ cash, ☐ note,
☐ Given to Broker upon acceptance
☐ To be deposited upon acceptance
Earnest Money shall be deposited and disbursed pursuant to Paragraph K.

Listing Agent Andrew Hellmuth PH 937-390-0410
☐ Witness to Seller's Signature

Selling Agent Andrew Hellmuth PH 937-390-0410
☐ Witness to Purchaser's Signature

Purchaser(s) Initials _____/_____ **Date**_____ **Seller(s) Initials** KB/_____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels.

AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: (02 S. Yellow Springs Street, Springfield, Ohio:340 06 00004 414 006 +007 +036 thru 042 +046

Buyer(s): Alex Robinson thru a llc.

Seller(s): BUCK STORAGE, INC,

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

The seller will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s)_____ work(s) for the buyer and Agent(s)_____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Andrew Hellmuth and real estate brokerage Link-Hellmuth, llc will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

☑ represent only the (*check one*) ☑ **seller** or ☐ **buyer** in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

A&J REAL ESTATE ENTERPRISE LLC — BUYER/TENANT — DATE

Andy R. Bullard — SELLER/LANDLORD — DATE 11/30/20

Alex Robinson OWNER 11.30.20 — BUYER/TENANT — DATE

SELLER/LANDLORD — DATE

Effective 01/01/05

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

EQUAL HOUSING OPPORTUNITY

Effective 01/01/05

REAL ESTATE PURCHASE CONTRACT

Form Approved by Springfield Board of REALTORS®

Link-Hellmuth,llc Date: November 19, 2020

(Selling REALTOR® Firm)

A. DESCRIPTION. The undersigned Purchaser agrees to purchase through (Listing REALTOR® Firm) Link-Hellmuth, llc on the terms and conditions set forth below, the real property (the "Property") located in the City or Township of Springfield County of Clark State of Ohio, described as, 902 S. Yellow Springs Street with 9 other adjoining parcels

(Address include St., Rd., Ave., Ln., Ct., Cir., City, State & Zip Code)

340 06-00004 414 006 +007 +036 thru 42 +046

Permanent Parcel Number(s)

The Property shall include the land, all appurtenant rights, privileges and easements. The Property passing under this Contract shall include the following in their present physical condition; all buildings, improvements, and fixtures including, but not limited to, such of the following as are now on the Property: landscaping, electrical, heating, air conditioning, plumbing/bathroom fixtures, built in appliances, window/door shades, blinds, curtain rods, attached fireplace equipment, awnings/screens, storm windows/doors, garage door opener/controls(s), water softener, propane tank [leased equipment excluded] Any personal property items listed above or below owned by Seller will be free and clear of liens and security interests at closing.

Other Personal Property to remain with the Property:

B. PRICE. Purchaser(s) agrees to pay for the Property ($ 2,500.00)

payable as follows:

☑ **CASH:** Purchaser shall provide, to Seller's satisfaction, written verification of funds within 5 days of acceptance of this offer. If Purchaser fails to provide written verification, then Seller may, by written notice to selling REALTOR® or Purchaser, terminate this contract.

☐ **FINANCING:** Purchaser's obligation to close this transaction is contingent upon the Purchaser's ability to obtain ☐ Conventional ☐ VA ☐ FHA ☐ Rural Development ☐ Other_____ financing at prevailing rates and terms with down payment of _____% or $_____. ☐ TRID ADDENDUM

PURCHASER'S FINANCING PRE-APPROVAL: Within seven (7) days of acceptance of this Real Estate Purchase Contract, Purchaser shall deliver to Seller a written financing pre-approval letter from a financial institution or mortgage broker based on the following criteria: satisfactory credit history, employment verification, accepted offer terms and Purchaser income and debt ratios. If Purchaser does not make timely delivery of said pre-approval, Seller, at their option, may terminate this Real Estate Purchase Contract by delivering written notice of termination to Purchaser prior to Seller's actual receipt of a copy of Purchaser's written financing pre-approval. **NOTE: Pre-approval is not considered a loan commitment.**

☑ SETTLEMENT CHARGES. In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide marketable title, Seller agrees to pay actual settlement charges on behalf of the Purchaser, including but not limited to, discount points, closing costs, pre-paids and any other fees allowed by Purchaser's lender in an amount not to exceed $_____ or 100 % %.

Purchaser(s) Initials AR / 11.30.20 **Date**_____ **Seller(s) Initials** AB / _____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels

☐ SELLER FINANCING: SEE ATTACHED ADDENDUM

C. CONTINGENCY. (NOT APPLICABLE IF BLANKS ARE NOT FILLED IN) The terms and conditions contained herein are made expressly contingent upon the ☐ sale ☐ closing of Purchaser's property located at _____. The undersigned Purchaser agrees that the Seller's property is to remain on the market for sale during interim. Should Seller receive a non contingent offer to purchase the property that Seller desires to accept, Seller's agent shall notify Purchaser's agent in writing of the offer and Seller's intent to accept that offer. Purchaser shall have _____ HOURS FROM THE RECEIPT OF SELLER'S NOTICE to remove said contingency or release said contract. If contingency is removed, Purchaser will proceed with financing and close by the closing date or within 45 days, whichever is earlier. In the event any contingency herein is unable to be satisfied within the time specified, then all funds and documents shall be returned to parties depositing them and this contract shall be null and void.

D. PRORATIONS. At closing Seller shall pay or credit on the purchase price all real estate taxes and assessments, including penalties and interest, which become due and payable prior to date of closing. A prorated share calculated as of the date of closing shall be made in accordance with the following method: ☐ **"Long Proration"** method or ☐ **"Short Proration"** method. (If neither method is checked, the long proration shall apply.) All prorations shall be based on the most recent tax rates, assessments and valuation available at the auditor's office to include, if any, sidewalk, curb, gutter, water/sewer assessments. Unassessed new construction real estate taxes will be prorated on land only. If the real estate taxes will be subject to recoupment due to accruing agricultural tax savings (CAUV) the _____ agrees to pay the amount of such recoupment.

Interest and escrow balances on any mortgage assumed, and pre-paid insurance premiums and rents shall be prorated to the date of closing. Seller shall pay all utility bills at delivery of deed or date of vacating, whichever is later. Propane/fuel oil shall be ☐ prorated to date of delivery of deed or date of vacating, whichever is later or ☐ Seller will convey all remaining propane/fuel oil at time of possession. Purchaser shall be responsible for securing a company for the propane/fuel oil. All security deposits paid to Seller by tenants in possession shall be transferred to the Purchaser at closing. **NOTE: Real estate taxes and assessments are subject to change.**

E. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES. If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's expense, provide Purchaser with a current copy of documents affecting the real estate including the Bylaws and the Articles of Incorporation and other pertinent documents within _____ days of acceptance of this offer. Seller certifies that the current HOA Fees/Condo Dues are $_____ per _____ and are paid through _____. HOA Fees/Condo Dues prepaid by the Seller shall be prorated from the date of closing through the date paid.

F. HOME WARRANTY DISCLOSURE. Purchaser has been informed that home warranty programs may be available to provide potential additional benefits to Purchaser. Purchaser ☐ **selects** ☐ **does not select** a home warranty to be provided by a company to be chosen by ☐ **Purchaser** ☐ **Seller** and paid for by ☐ **Purchaser** ☐ **Seller** at an amount not to exceed $_____. If a homeowner's warranty is being provided under the terms of this Contract, the Parties acknowledge that a fee may be paid by the warranty company to one of the Brokers involved in this transaction. The amount of this fee will be disclosed to Seller and Purchaser upon request after the warranty company has been specified.

G. DEED. Seller shall deliver to Purchaser a good and sufficient warranty deed or fiduciary deed with appropriate release of dower, if any, conveying a good and marketable title, in accordance with the Ohio Marketable Title Act and the Standards of Title Examination, Ohio State Bar Association. Subject property is to be free and clear of all liens and encumbrances, not excepted by this contract, except the following: restrictions, conditions and easements of record, rights of tenant in possession, zoning provisions, (none of which shall be materially adverse to Purchaser's use of the premises noted in OTHER CONDITIONS, paragraph N) taxes and assessments as

hereinafter set forth in PRORATIONS, Paragraph D, all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted)_____.

H. TITLE INSURANCE. Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance is issued. Title insurance is different than casualty or liability insurance. **Purchaser is encouraged to inquire about the benefits of owner's title insurance from a title insurance agency or provider. An owner's policy of title insurance, while not required, is recommended. A lender's policy of title insurance, if required by the mortgage lender, does not provide protection to the Purchaser. Purchaser acknowledges that it is Purchaser's sole responsibility to make inquiries with regard to owner's title insurance prior to closing. _____ (Buyer's initials)**

I. REPRESENTATIONS. Seller certifies to Purchaser that with respect to the Property (1) no orders of any public authority are pending (2) no work has been performed or improvements constructed that may result in future assessments or liens (3) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters (4) Seller will not change any existing lease/rental agreement or enter into new lease/rental agreement and (5) there presently exists no defects or conditions or toxic or hazardous or contaminated substances on the Property known to Seller which would adversely affect or materially impair the fitness of the Property for the purpose of its intended use. **Purchaser is relying solely upon examination of the Property, the Seller's certification herein, and inspection herein required, if any, for its physical condition and character, to the earnings therefrom, utility, zoning, size of the land, improvements and not upon any representation by the real estate agents involved who shall not be responsible for any defects in the Property. Seller's representations shall survive the closing.**

J. DAMAGE TO BUILDINGS. If any buildings or other improvements are substantially damaged or destroyed prior to the closing, Purchaser shall have the option (1) to proceed with the closing and receive the proceeds of any insurance payable in connection therewith, subject to current mortgage holder's rights or (2) to terminate this Contract and have the earnest money as receipted on page four returned and both parties shall be released from all further obligations under this Agreement. Seller shall keep the Property adequately insured against fire and extended coverage perils prior to closing. Seller agrees to maintain the Property in its present condition until delivery of possession, subject to ordinary wear and tear and the provisions of this paragraph.

K. EARNEST MONEY. Broker will receive from Purchaser $ Zero, which shall be returned to Purchaser, upon Purchaser's request, if no contract has been entered into. Upon acceptance of this Contract by both parties, Broker shall deposit such amount in its trust account to be disbursed, subject to collection by Broker's depository, as follows: (1) deposit shall be applied on purchase price or returned to Purchaser when transaction is closed (2) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned (3) if Purchaser fails or refuses to perform, this deposit shall be paid to Seller.

In the event of a dispute between the Seller and the Purchaser regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to Purchaser with no further notice to Seller. The return or payment of such deposit shall not in any way prejudice the rights of Seller, Purchaser or Broker(s) in any action for damages or specific performance.

Purchaser(s) Initials AR / _____ **Date** 11.30.20 **Seller(s) Initials** KD / _____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels

L. FAIR HOUSING / BLOCKBUSTING STATEMENT: This Contract shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02 of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601 as amended), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status, disability or national origin; or to discriminate in advertising the sale or rental of housing, in the finance of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

M. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW. If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

N. POSSESSION. Possession shall be given subject to tenant's rights ☐ _____ calendar days, ☑ at closing, after delivery of deed, at ☐ _____AM ☐ _____PM. Possession shall be deemed given as of said date or such earlier date as of which Purchaser receives actual notice from Seller of Seller's vacating the Property. Seller shall be responsible to Purchaser for damages caused by Seller's failure to deliver possession on the stated date.

O. ACCEPTANCE AND CLOSING. This offer shall remain open for acceptance until November 30, 2020, ☐ _____AM ☐ _____PM. The closing for delivery of the deed and payment of the balance of the purchase price shall be held on or before December 4, 2020, at a time and place mutually agreed upon by Seller and Purchaser. In the event of a failure of both parties to agree, the closing shall be held on the last business day designated in this paragraph and the Listing Broker shall have the right to designate the hour and place of closing.

P. INSPECTIONS AND OTHER ADDENDA. The following Addenda and attachments shall be considered an integral part of this Contract: ☐ Inspection Addendum ☑ No Inspections Required ☐ Lead-Based Paint Form ☐ Property Disclosure Form ☐ Addendum/Amendment to Purchase ☑ Agency Form ☐ Proof of Funds/Pre-Approval Letter ☐ Other (Describe) _____

Purchaser(s) Initials_____/_____

Q. OTHER CONDITIONS.

No pro-ration of real estate taxes or rents. There are no taxes or rents.

R. ELECTRONIC SIGNATURES. Manual or electronic signatures on contract documents, transmitted in original, facsimile or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in connection with this Contract. Only original, manually signed documents shall be valid for deeds or other documents to be recorded at or after closing or as may be required by Purchaser's lender and/or the Attorney and/or title insurance company and/or escrow agent.

S. GENERAL PROVISIONS.

1.) Seller certifies and represents that those signing this Contract constitute all of the owners of the title to the real property and other items listed in Section A.

Purchaser(s) Initials AR / _____ **Date** 11.30.20 **Seller(s) Initials** RB / _____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels

2.) Upon acceptance, this offer shall become a complete agreement binding upon the Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all the terms and conditions agreed upon. No oral conditions, representations, warranties or agreements shall be valid and binding upon the parties unless in writing, and signed by both parties. Purchaser has examined the Property and, except as otherwise provided in this Contract, is purchasing it "as is" in its present condition, relying upon such examination as to the condition, character, size, utility and zoning of the Property. Any word used in this Contract shall be construed to mean either singular or plural by the number of signatures as indicated on page four. **Time is of the essence for all provisions of this Contract.**

THIS IS A LEGALLY BINDING CONTRACT BETWEEN THE PURCHASE AND SELLER. PURCHASER AND SELLER ARE ADVISED THAT THIS CONTRACT CONTAINS PROVISIONS THAT MAY OR MAY NOT BE APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS CONTRACT ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION. PURCHASER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE PROVISIONS OF THE REAL ESTATE PURCHASE CONTRACT AND ANY ADDENDUMS.

T. OWNERSHIP/TITLE. In the name of (please print) _____

☐ Joint Tenancy with Rights of Survivorship ☐ Tenancy in Common ☐ Land Contract ☐ Other

Purchaser(s) AJJ REAL Estate Enterprise LLC Date 11.30.20

Purchaser(s) Ally Robinson Owner Date _____

U. SELLER'S RESPONSE. The undersigned Seller has read and fully understands the foregoing offer and hereby:
☑ **Accepts** said offer and agrees to the terms and conditions herein contained.
☐ **Rejects** said offer.
☐ **Counteroffers - See Counteroffer Addendum**

Seller(s) Arsoff. Bucard, Pres Date 11/30/20

Seller(s) _____ Date _____

EARNEST MONEY RECEIPT
$ ZERO
☐ Check #_____ ☐ cash, ☐ note,
☐ Given to Broker upon acceptance
☐ To be deposited upon acceptance
Earnest Money shall be deposited and disbursed pursuant to Paragraph K.

Listing Agent Andrew Hellmuth PH 937-390-0410
☐ Witness to Seller's Signature

Selling Agent Andrew Hellmuth PH 937-390-0410
☐ Witness to Purchaser's Signature

Purchaser(s) Initials _____/_____ **Date**_____ **Seller(s) Initials** KB/_____ **Date** 11/30/20

Address 902 S. Yellow Springs Street, Springfield, Ohio with 9 other adjoining parcels.

AMERICAN LEGION BAILEY FREY POST 125	927 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506
AMERICAN LEGION BAILEY FREY POST 125	927 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506
BUCK STORAGE INC	PO BOX 3176	LAKE CITY, FL 32056
CHERRY ANNA THERESA TRUSTEE	303 W PERRIN AVE	SPRINGFIELD, OH 45506
DAVIS CHARLES P & VALENCIA L	614 W EUCLID AVE	SPRINGFIELD, OH 45506
DAY DENNIS CONWAY & SONJA MAE JONES	608 W EUCLID AVE	SPRINGFIELD, OH 45506
GIVENS SEAN L & HELEN L	3 TIPTOP DR	HENDERSONVILLE, NC 28792
GIVENS SEAN SR	907 TOXAWAY DR	HENDERSONVILLE, NC 28791
GOD OF SECOND CHANCE LLC	823 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506
HASTON CHRISTOPHER	79 W MAPLE ST	BELLBROOK, OH 45305
HERMSTEIN SANDRA	816 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506
HOWARD AISHA A	700 MONTGOMERY AVE	SPRINGFIELD, OH 45506
INTERNATIONAL TELEPHONE AND TELEGRAPH	100 CUMMINGS CENTER DR SUITE 535 N	BEVERLY, MA 01915
J A BUTTERFIELD LLC	2969 URBANA RD	SPRINGFIELD, OH 45503
JEFFREY MARCEETA L & SANDRA EDWARDS	905 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506
JOHNCAR INVESTMENTS LLC	640 W EUCLID AVE	SPRINGFIELD, OH 45506
JONES JUEL LEE	8132 BLAZING STAR RD	JACKSONVILLE, FL 32210
KENDIG PATRICIA A	5822 BROADWAY RD	SPRINGFIELD, OH 45502
KIRKSEY KENDALL L	PO BOX 750424	DAYTON, OH 45475
MEMBERS PROPERTIES INC	1815 LAGONDA AVE	SPRINGFIELD, OH 45503
MINES DEBORAH	624 W EUCLID AVE	SPRINGFIELD, OH 45506
MOORE LUCILE H	720 W LIBERTY ST	SPRINGFIELD, OH 45506
PAYTON JAMES	1853 WINDING TRL	SPRINGFIELD, OH 45503
PERKINS PEARLIE R	530 W LIBERTY ST	SPRINGFIELD, OH 45506
PERYMON HENRY	522 W LIBERTY ST	SPRINGFIELD, OH 45506
POSEY STACEY M	600 W LIBERTY ST	SPRINGFIELD, OH 45506
PRATER LORI R	524 W LIBERTY ST	SPRINGFIELD, OH 45506
QUALLS JAMES E & LISA E	829-831 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506
RILEY RACHEL CORBIN	3873 REDONDO BLVD	LOS ANGELES, CA 90008
STRICKLAND HERBERT M & GWENDA LOUISE	3076 MARYLAND AVE	COLUMBUS, OH 43209
STRICKLAND JANICE	620 W LIBERTY ST	SPRINGFIELD, OH 45506
TOBIN STEVEN	203 SHADLA RD	SPRINGFIELD, OH 45505
TRUMBO JANET MARIE	526 W LIBERTY ST	SPRINGFIELD, OH 45506
TRUSS MILDRED E	501 HAZELBROOK AVE	SPRINGFIELD, OH 45506

UPSHAW ROBERTA R	22 W PLEASANT ST	SPRINGFIELD, OH 45506
WILKERSON CLARENCE T	1058 RUSSELL AVE	SPRINGFIELD, OH 45506
WISE MARJORY	934 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506
ALEX ROBINSON	1831 S YELLOW SPRINGS ST	SPRINGFIELD, OH 45506

Agenda Item # 12

Case #20-A-31

Conditional Use Permit

STAFF REPORT

TO: Board of Zoning Appeals

DATE: December 16, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Case #20-A-31

GENERAL INFORMATION:

Applicant:	Timothy Rigel, 4311 Qu Wood Rd., Springfield, OH 45506
Owner:	KT Legir LLC, 32 Thomaston Trail, Springfield, OH 45503
Purpose:	For a conditional use permit for a commercial recreational use (bingo hall)
Location:	2205 Park Rd.
Size:	1.68 acres
Existing Land Use and Zoning:	Vacant, zoned CC-2, Community Commercial District
Surrounding Land Use and Zoning:	North: Residential, RS-5 East: Commercial, CC-2 South: Commercial, CC-2 & M-1 West: Commercial, CC-2
Applicable Regulations:	Chapter 1172.06 Variances Chapter 1118.04 Conditional Uses
File Date:	November 30, 2020

BACKGROUND:

The applicant seeks a conditional use permit for a commercial recreational use to start a bingo hall. The building is currently vacant, but was most recently a bard and was formerly a restaurant and banquet hall.

ANALYSIS for Conditional Use:

In considering an application for a conditional use, the Board shall give due regard to the nature and condition of all adjacent uses and structures, and the consistency therewith of the proposed use and development. Before authorizing a use as a conditional use, the Board shall review the facts and circumstances of each proposed conditional use in terms of the following standards and shall find adequate evidence showing that the proposed conditional use at the proposed location:

(1) Would not be hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood by reason of noise, smoke, odor, vibration, dust and dirt, cinders, noxious gases, glare and heat, fire and safety hazards, sewage wastes and pollution, transportation and traffic, aesthetic and psychological effects. The Board shall use and give recognition to those performance standards which are available in model codes or ordinances, or have been developed by planning, manufacturing, health, architectural and engineering organizations, and can be applied to the proposed use, to assist it in reaching a fair and objective decision;

Staff Comment: *It would not.*

(2) Is in fact a conditional use as established under the provisions of this Springfield Zoning Code as eligible to be permitted in the district involved;

Staff Comment: *Yes.*

(3) Will be harmonious with and in accordance with the general objectives, or with any specific objective of this Springfield Zoning Code;

Staff Comment: *Yes.*

(4) Will be designed, constructed, operated and maintained as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that the use will not change the essential character of the same area;

Staff Comment: *Yes. It is already built.*

(5) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

Staff Comment: *Yes.*

(6) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

Staff Comment: *It will not.*

(7) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares. Upon authorizing a conditional use, the Board shall impose such requirements and conditions with respect to location, construction, maintenance and operation, in addition to those expressly stipulated in this Springfield Zoning Code for the particular conditional use, as the Board may deem necessary for the protection of adjacent properties and the public interest.

Staff Comment: *Yes.*

RETURNED REPORTS FROM STAFF:

Service Department:	Recommend approval
Building Inspections:	Recommend approval
Fire Department:	Recommend approval
City Manager's Office:	Recommend approval
Planning and Zoning:	Recommend approval

STAFF RECOMMENDATION:

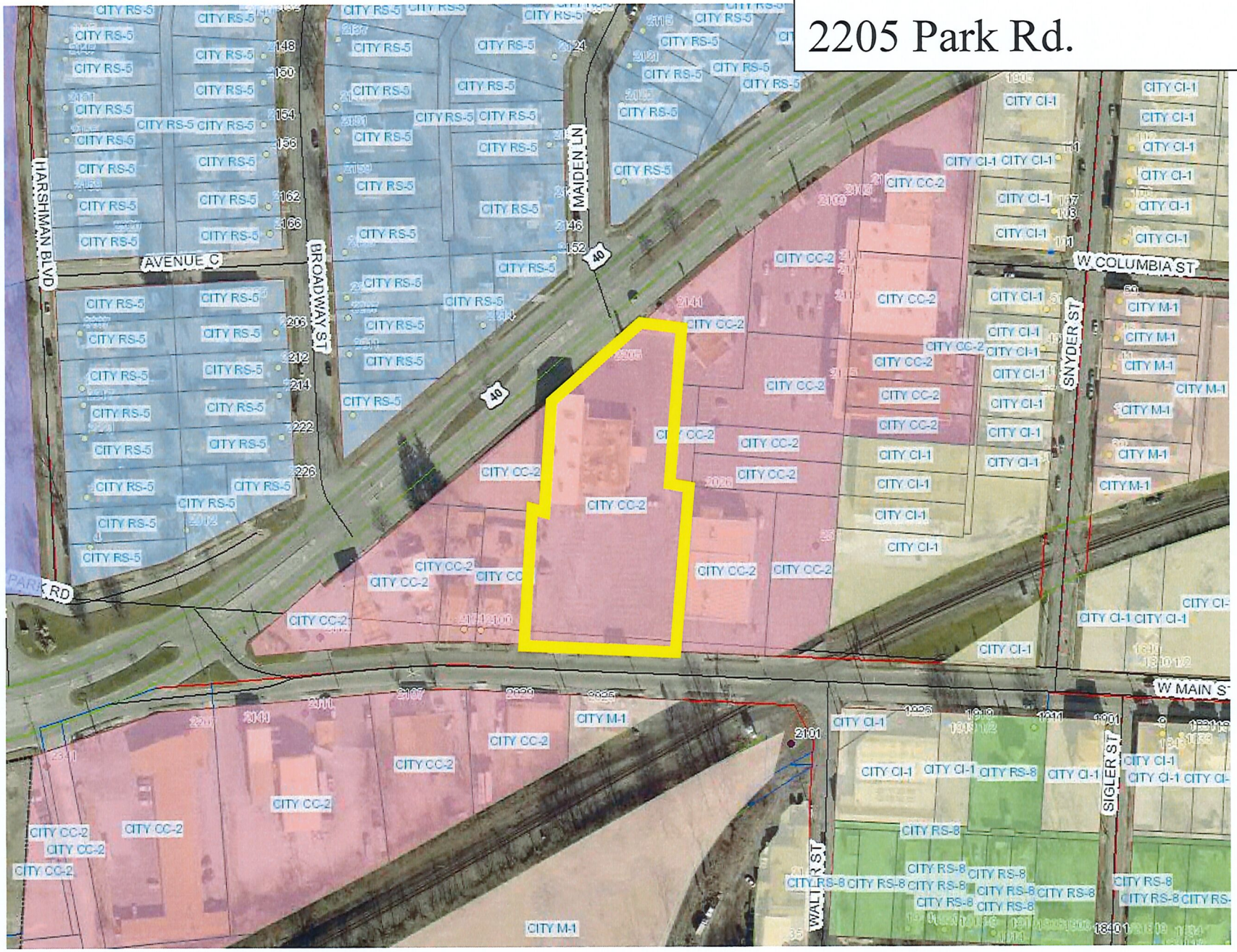
Approval of the conditional use permit.

ATTACHMENTS:

1. Vicinity and zoning map
2. Application

#20-A-31
2205 Park Rd.

#20-A-31
2205 Park Rd.



PARK ROAD TAVERN
PARK ROAD TAVERN
OPEN

The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

FOR OFFICE USE ONLY
Case #: 20-A-31
Date Received: 11/30/20
Received by: ST
Application Fee: $ 285
Review Type:
☐ Admin ☐ CPB ☑ BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description *(attach additional information, if necessary)*:

Conditional Use / Bingo

2. Address of Subject Property: 2205 Park Rd, Spfld, 45504

3. Parcel ID Number(s): 340-06-00011-418-022
340-06-00011-418-021

4. Full legal description attached? ☐ yes ☒ no / will attempt forward

5. Size of subject property: 1.68 acres / .28 acres

6. Current Use of Property: CLOSED / Formerly Restaurant - Banquet Hall

7. Current Zoning of Property: Commercial

B. APPLICANT

1. Applicant's Status *(attach proof of ownership or agent authorization)* ☒ Owner

☐ Agent *(agent authorization required)* ☐ Tenant *(agent authorization required)*

2. Name of Applicant(s) or Contact Person(s): Timothy L. Rigel

Title: OWNER

Company (if applicable): NA

Mailing address: 4311 Do Wood

City: Spfld. State: OH ZIP: 45506

Telephone: (937) 471-5889 Fax: ( )

Email tlegir@hotmail.com

11/30/2020 15:56 9373998331 UPS STORE PAGE 02/10

3. If the applicant is agent for the property owner:
Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Timothy L. Rigel

Signature of Applicant

Signature of Co-applicant

Timothy L. Rigel - OWNER

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio
County of CLARK

The foregoing instrument was acknowledged before me this 30th day of November, 20 20

by Timothy L Rigel (name of person acknowledged).

(seal)

AMY AIKEN, NOTARY PUBLIC
COMM. EXP. NOVEMBER 19, 2024
STATE OF OHIO

Notary Public Signature

My commission expires: Nov 19, 2024

11/30/2020 15:56 9373998331 UPS STORE PAGE 03/10

The City of Springfield
COMMUNITY DEVELOPMENT
Planning & Zoning

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

BOARD OF ZONING APPEALS APPLICATION

Date: 11/20/2020

Property address: 2205 PARK Rd. SpFld, 45506

Requested Action:
X Conditional Use
___ Interpretation of the Zoning Code or Map
___ Change of a Nonconforming Use
___ Other

Section of the Zoning code applicable: _____

Purpose of this request, including the improvements or physical changes proposed if this application is approved: Host Bingo / A charitable LLC will be licensed by the State of Ohio, with moneys or profits intended to help homeless, Interfaith Hospitality, food kitchens and drug programs. No physical changes needed.

Please include the following exhibits:

Exhibit A

A scale drawing with the dimensions of the property including existing and proposed buildings and their distances from lot lines, parking spaces, and adjoining streets and alleys. Please see example site plan. Additional copies may be required as needed.

Basis for the requested action: Substantiate the reasons why you feel the Board of Zoning Appeals should grant your request. Be specific. Use the space that follows (attach additional pages if necessary).

Springfield is in dire need of help for housing, food kitchens, and at risk families. Any financial support of these agencies would benefit Springfield.

11/30/2020 15:56 9373998331 UPS STORE PAGE 04/10

Signature: Timothy L. Rigel 11/30/2020
Applicant Date

Please Print Name: Timothy L. Rigel

11/30/2020 15:56 9373998331 UPS STORE PAGE 05/10

2205 Park Rd Notes

Legal Discript

1. 1.96 acres / 2 lots 340-06-00011-418-022 / PT S E QR
340-06-00011-418-021 / PT S E Q
11 & N E QR,
Jenkins Add
WPT & Vac
Alley 10

2. Zoned Commercial

3. 134 Parking Spaces

4. 1 Building / Approimately 14,234 sq ft.

   A. Restaurant - 5368 sq ft (dining & kitchen)

   B. Rear office, storage, RR 1586 sq ft.

   C. Banquet Room 6400 sq ft. (storage 880)

5. Restaurant & Banquet Facility over 40 years

6. 12 restrooms available + 3 handicap

MICHELLE R. HARRIS
CLARK COUNTY TREASURER
P.O. BOX 1305
SPRINGFIELD, OHIO 45501-1305
937-521-1832

Please make checks payable to
Michelle R. Harris, Treasurer
Treasurer Stephen Metzger retired
April 3, 2020 after 31 years of service.

REAL ESTATE TAX: TAX YEAR 2019

PROPERTY ADDRESS: 2205 PARK RD

STUB # 13979 **PAGE** **LINE** 14647/2

P500M

KT LEGIR LLC 149
32 THOMASTON TRAIL
SPRINGFIELD OH 45503-1030

PARCEL ID: 340-06-00011-418-021

TAX DISTRICT: SPRINGFIELD CORP. SCSD

OWNER NAME: (January 1) KT LEGIR LLC

LEGAL DESCRIPTION: PT S E QR 11 & N E QR 10 JENKINS ALL 1 W PT 6 VAC ALLEY / 10

TAX RATES

EFFECTIVE TAX RATE	73.225554
GROSS TAX RATE	88.980000

NON-BUSINESS CREDIT ROLLBACK FACTOR: 0.097722	OWNER OCCUPANCY CREDIT ROLLBACK FACTOR: 0.024430

HMSTD RED VALUE		
CLASSIFICATION	C	430
ACRES		1.6800

DISTRIBUTION

Clark County	1,718.40
Springfield Csd	5,300.93
Springfield Clark County Jvsd	298.62
Springfield City	447.53
Clark County Health & Library Levy	246.84

DELQ CONTRACT #5476
CERT TO PROS 11-20-17

MARKET VALUE

Land	Building	Total
175,630	137,000	312,630

TAXABLE VALUE

Land	Building	Total
61,470	47,950	109,420
HOMESTEAD	CAUV Value	TIF

SPECIAL ASSESSMENT

PROJ # AND DESCRIPTION	DELINQUENT	CURRENT
3ST8-DELQ. STORMWATER	411.78	0.00
TOTAL	411.78	0.00

LAST DAY TO PAY WITHOUT PENALTY
07/10/2020

CURRENT TAXES

Gross Real Estate Taxes	9,736.20
Tax Reduction	-1,723.88
Subtotal	8,012.32
Current Net Real Estate Taxes	8,012.32
Current Net Taxes & Asmts (Year)	8,012.32
Current Net Taxes & Asmts (Half)	4,006.16
Penalties	360.31
Interest	65.48
Delq Real Estate	546.82
Delq Special Assessments	352.99
PAYMENTS/CREDITS	-4,667.46
TOTAL REAL ESTATE TAX DUE	$4,670.46

PAID
JUL 07 2020
MICHELLE R. HARRIS
TREASURER CLARK COUNTY

MICHELLE R. HARRIS
CLARK COUNTY TREASURER
P.O. BOX 1305
SPRINGFIELD, OHIO 45501-1305
937-521-1832

Please make checks payable to
Michelle R. Harris, Treasurer
Treasurer Stephen Metzger retired April 3, 2020 after 31 years of service.

REAL ESTATE TAX: TAX YEAR 2019

PROPERTY ADDRESS: 2225 PARK RD

STUB # 30529 PAGE LINE 14647/3

P500M

KT LEGIR LLC 150
32 THOMASTON TRL
SPRINGFIELD OH 45503-1030

PARCEL ID: 340-06-00011-418-022

TAX DISTRICT: SPRINGFIELD CORP. SCSD

OWNER NAME: (January 1) KT LEGIR LLC

LEGAL DESCRIPTION: PT S E QR

TAX RATES

EFFECTIVE TAX RATE	73.225554
GROSS TAX RATE	88.980000

NON-BUSINESS CREDIT ROLLBACK FACTOR: 0.097722	OWNER OCCUPANCY CREDIT ROLLBACK FACTOR: 0.024430

HMSTD RED VALUE		
CLASSIFICATION	C	400
ACRES		0.2800

DISTRIBUTION

Clark County	187.68
Springfield Csd	578.95
Springfield Clark County Jvsd	32.61
Springfield City	48.88
Clark County Health & Library Levy	26.96

DELQ CONTRACT #5475
CERT TO PROS 11-20-17

MARKET VALUE

Land	Building	Total
34,150	0	34,150

TAXABLE VALUE

Land	Building	Total
11,950	0	11,950
HOMESTEAD	CAUV Value	TIF

SPECIAL ASSESSMENT

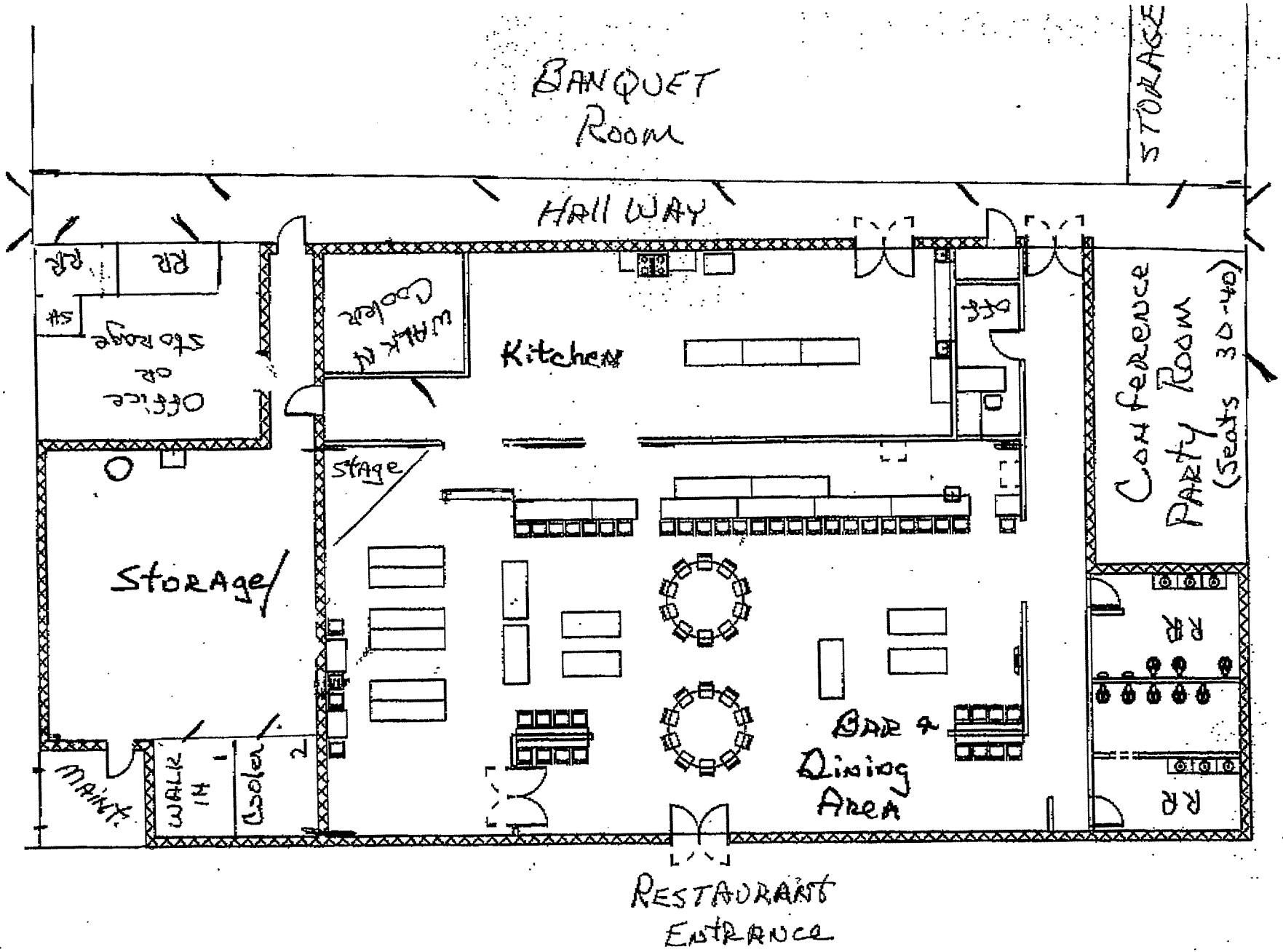
PROJ # AND DESCRIPTION	DELINQUENT	CURRENT
TOTAL		

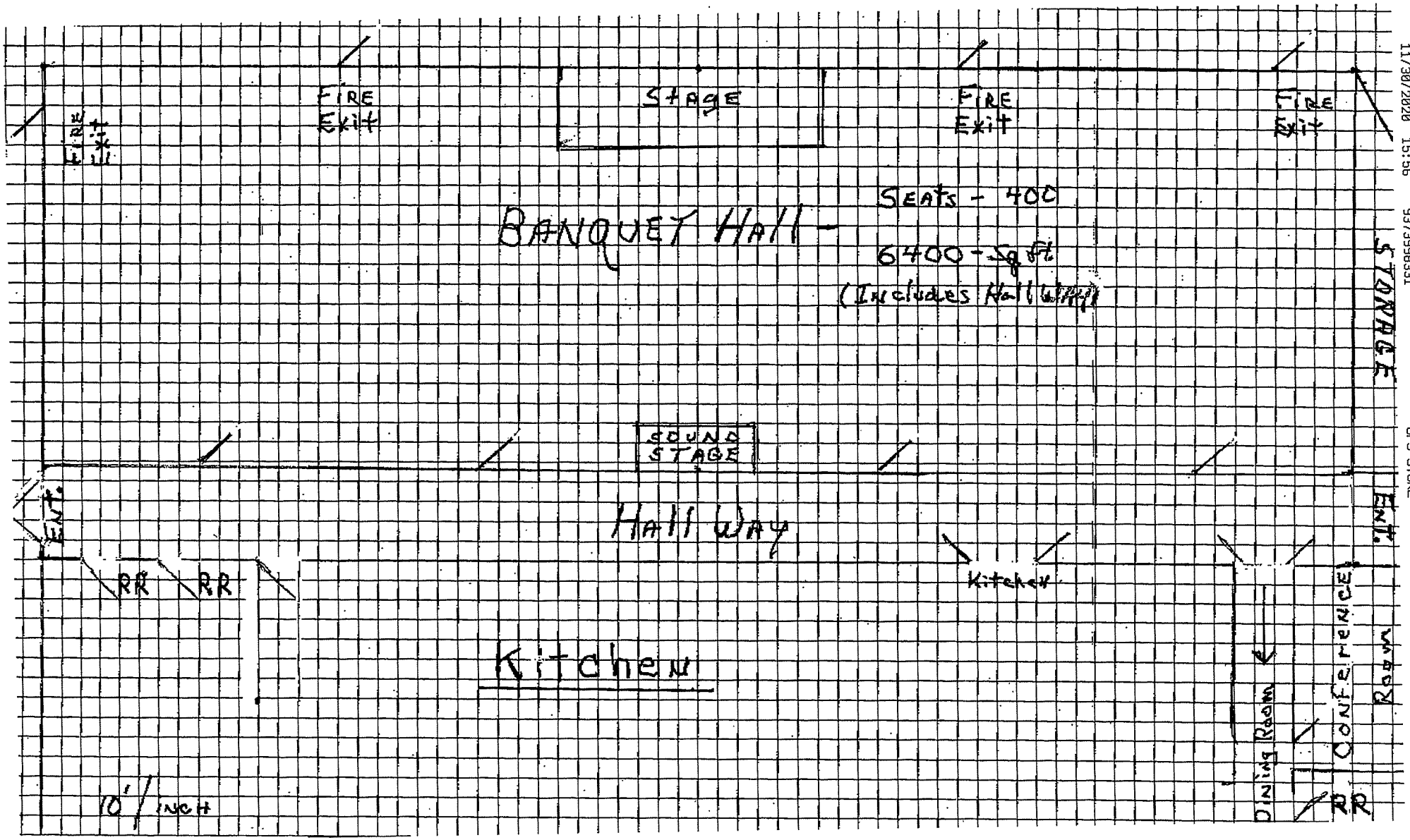
LAST DAY TO PAY WITHOUT PENALTY
07/10/2020

CURRENT TAXES

Gross Real Estate Taxes	1,063.36
Tax Reduction	-188.28
Subtotal	875.08
Current Net Real Estate Taxes	875.08
Current Net Taxes & Asmts (Year)	875.08
Current Net Taxes & Asmts (Half)	437.54
Penalties	92.28
Interest	10.15
Delq Real Estate	102.58
TPAYMENTS/CREDITS	-540.07
TOTAL REAL ESTATE TAX DUE	$540.02

PAID
JUL 07 2020
MICHELLE R. HARRIS
TREASURER CLARK COUNTY


BANQUET ROOM
STORAGE
HALL WAY
RR
RR
SK
Office or Storage
Walk in Cooler
Kitchen
Bar
Conference Party Room (Seats 30-40)
stage
Storage
RR
Bar & Dining Area
RR
Maint.
WALK IN 1
Cooler 2
RESTAURANT ENTRANCE


FIRE Exit
FIRE Exit
STAGE
FIRE Exit
FIRE Exit
BANQUET HALL -
SEATS - 400
6400 - Sq Ft
(Includes Hall Way)
STORAGE
SOUND STAGE
ENT.
HALL WAY
ENT.
RR
RR
Kitchen
Kitchen
Dining Room
CONFERENCE
RR
10' / INCH

EVERINGHAM JAMES K & SHEILA C	2211 BROADWAY ST	SPRINGFIELD, OH 45504
EVERINGHAM JAMES K & SHEILA C	2211 BROADWAY ST	SPRINGFIELD, OH 45504
GIANT DAYTON LLC	1806 N FRANKLIN ST	TAMPA, FL 33602
GRISMER JASON A	2104 W MAIN ST	SPRINGFIELD, OH 45504
HOWARD MARK W	2203 BROADWAY ST	SPRINGFIELD, OH 45504
KENDALL ROSEANNA R & DALE WHITE	2152 MAIDEN LN	SPRINGFIELD, OH 45504
KT LEGIR LLC	32 THOMASTON TRAIL	SPRINGFIELD, OH 45503
TIMOTHY RIGEL	4311 QU WOOD RD	SPRINGFIELD, OH 45506
LEAKEY GERRY L	2214 W PARK RD	SPRINGFIELD, OH 45504
LEVINE INVESTMENT CO	2026 W MAIN ST	SPRINGFIELD, OH 45502
MASTORIS JOHN A	2107 W MAIN ST	SPRINGFIELD, OH 45504
MORRISON ROBERT E	3627 LUAU ST	RUSKIN, FL 33570
MOUL JUSTIN E & DARLENE A	115 KURT ST	YELLOW SPRINGS, OH 45387
PETERS AARON & ANNA	2207 BROADWAY ST	SPRINGFIELD, OH 45504
RUDE JERRY L	2019 MITCHELL BLVD	SPRINGFIELD, OH 45503
SIBOLE ROY E & GEORGINA	2029 W MAIN ST	SPRINGFIELD, OH 45504
STEGALL LINDA	79 CARLISLE AVE	SPRINGFIELD, OH 45504
TARRENT ADRIAN L & LOUISE L	2144 MAIDEN LN	SPRINGFIELD, OH 45504
WILLIAMS KRIS ANN	3903 TARA BROOKE WAY	FAIRFIELD TWP, OH 45011
COLUMBIA GAS OF OHIO INC	PO BOX 117	COLUMBUS, OH 43216

Agenda Item # 13

2021 Calendar

CITY OF SPRINGFIELD
FORWARD OHIO TOGETHER
Planning & Zoning

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

City Planning Board
Regular Meeting - First Monday following the First Tuesday of the Month
7:00 P.M. - City Forum, City Hall, 76 E. High St., Springfield, Ohio

City Planning Board Meeting Date:	Lotsplit Variance, Rezoning, and Final Subdivision Application Deadline:
January 11, 2021	December 21, 2020
February 8, 2021	January 15, 2021
March 8, 2021	February 12, 2021
April 12, 2021	March 22, 2021
May 10, 2021	April 19, 2021
June 7, 2021	May 17, 2021
July 12, 2021	June 21, 2021
August 9, 2021	July 19, 2021
September 13, 2021	August 23, 2021
October 11, 2021	September 20, 2021
November 8, 2021	October 18, 2021
December 13, 2021	November 22, 2021

Board of Zoning Appeals
Regular Meeting-Third Monday of the Month
7:00 P.M.- City Forum, City Hall, 76 E. High St., Springfield, Ohio

Board of Zoning	Application Deadline:
January 20, 2021 *	December 28, 2020
February 17, 2021 *	January 25, 2021
March 15, 2021	February 22, 2021
April 19, 2021	March 29, 2021
May 17, 2021	April 26, 2021
June 21, 2021	May 28, 2021
July 19, 2021	June 28, 2021
August 16, 2021	July 26, 2021
September 20, 2021	August 30, 2021
October 18, 2021	September 27, 2021
November 15, 2021	October 25, 2021
December 20, 2021	November 29, 2021

* Denotes meeting day changed to Wednesday due to holiday.
Effective Date: December 2020
Prepared by the Planning and Zoning Division

2020 BOARD OF ZONING APPEALS ATTENDANCE

BOARD MEMBERS		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
		22	19	16	20	18	15	20	17	21	19	16	21
Dori Gaier Reso. 6048	5-11-2019 5-11-2012	P	A	n/a	n/a	n/a	n/a	P	P	n/a	P	P	
Denise Williams Reso. 6059	8-03-2019 8-03-2022	P	A	n/a	n/a	n/a	n/a	P	P	n/a	P	A	
Matthew Ryan Reso. 5839	7-28-2020 8-11-2023	P	P	n/a	n/a	n/a	n/a	A	P	n/a	P	P	
Mark Brown Reso. 5869	1-20-2018 3-13-2021	P	P	n/a	n/a	n/a	n/a	P	P	n/a	P	P	
James Burkhardt Reso. 5880	4-01-2018 3-31-2021	A	P	n/a	n/a	n/a	n/a	P	P	n/a	P	P	
Rhonda Zimmers Reso. 5914	1-5-2019 1-06-2022	A	P	n/a	n/a	n/a	n/a	P	P	n/a	P	P	
Charles Harris Reso. 6069	11-26-2019 3-26-2022	P	P	n/a	n/a	n/a	n/a	P	A	n/a	P	A	

NOTE: The first date shown is the original appointment/reappointment date. The second date represents the most recent term's expiration. The City Commission Resolution is also listed.