



**MINUTES OF THE:
WALNUT TOWNSHIP BOARD OF ZONING APPEALS (BZA)
VARIANCE HEARING #22 - 26
April 14, 2022 – 7:19 PM**

Board of Zoning Appeals members present:

Ken Reinschild, Mark Helms, Alex Fant, Ron Sharpe

Alternate Martha Snavelly

Jane Hanley was absent

Zoning Inspector: Mike Berry - present

Invited guest(s) present:

Steve Davis, CFO, representing Nauman Outdoor Advertising for Variance #22-26

Paul Reef, COO, representing Nauman Outdoor Advertising for Variance #22-26

The Hearing was called to order at 7:19 PM by BZA Chairman Fant.

HEARING PROCEEDINGS

Advertised Purpose of Hearing:

The purpose of this Hearing is to allow a variance for a reduction in the spacing between two Out Door Advertising signs by adding a second Out Door Advertising Sign. The applicant is making a request for a reduction in the spacing allowed by the Zoning Resolution from 200 feet to 86 feet. The property is Zoned B-3 (Intensive Motorist Service Business District).

Swearing in of ALL members of the public that intend to speak by the Chair: Please raise your right hand and repeat *"I state your name, agree to tell the truth the whole truth and nothing but the truth during these proceedings, so help me God"*.

Information provided to the Board of Zoning Appeals prior to these proceedings:

Exhibit #22-26 - A: Application for Zoning Permit # 22-26, pages 1-4

Exhibit #22-26- B: GIS Map, Large Pic, 1 page

Exhibit #22-26- C: GIS Map, Small Pic, 1 page

Exhibit #22-26- D: Letter/Notice to Property Owners, 1 page

EXHIBIT #22-26-E: Parcel Lists of Property Owners, 3 pages

Exhibit #22-26-F: ODOT Conditional Permit, 1 page

Exhibit #22-26-G: ODOT Letter, 1 page

Opening comments by applicant: Steve Davis, representing Nauman Outdoor Advertising, having been duly sworn in states that “he works for a 4th generation family-owned company in Fairfield County – only locally owned billboard company in the county. The other entity in this is the Dairy Queen with the Warner family. Nauman Outdoor and the Warner family have a relationship; they advertise on our boards a couple of different times throughout the county and we have a landlord/tenant relationship with the Warner family for example, on East Main St., in Lancaster, there’s a Dairy Queen there with a digital billboard sign (not what we’re asking for here) this is a statics, but under your zoning code you’ve asked for 200 feet of separation between the on premise sign and the billboard we propose getting right up to the property line there as close as we could go. I think it’s 85 or 86 feet, so we’re asking for a variance on that situation and we would respectfully ask for your support on that.”

Mr. Fant: “Mr. Davis, is there a reason for, anything specific about this property that the sign has to be within that 200-foot range?”

Mr. Davis: “There were a number of things when we were out at the property with Boyd Warner, there were some issues associated with how he wanted the site to be ranged for purposes of the drive-in and the drive-through and the parking arrangements that he had there on site. We certainly were aware of the downstream property there (I think it’s the Farm Bureau) and just trying to arrange it so it caused the least interference to both the operation of the site as he had envisioned it and also to other signage in the area.”

Mr. Fant: “And he has, this Dairy Queen has been in business for 3 or 4 years now?”

Mr. Davis: “Maybe a little less, but you’re not far off at all. I was, I’m friendly with Boyd, we chat once in a while and I didn’t understand it at all when he said he wanted to put a Dairy Queen there, I didn’t get it, but boy it’s really taken off and people are seeming to really enjoy it.”

Mr. Fant: “Sure. Um, Mr. Berry, so we have, obviously we’re within the 200 feet. Is there any issue with the size of the signs in addition to the placement?”

Mr. Berry: “Yea, if this does pass tonight, they will have to fill out a regular sign permit. That sign permit states that both sides can’t be over 1200 square feet per lot. So that would be, the sign they’re proposing to put up is a double sided, so you count both of those and then we count the square feet on the existing sign that’s standing now from the ground with the DQ emblem on the top and there’s two more – three total, right?”

Mr. Davis: "I believe so, yes."

Mr. Berry: "All that square footage cannot be over 1200 square feet."

Mr. Fant: "Sure and I guess that's...maybe I shouldn't ask that it's sort of irrelevant to this variance, particularly, this is more about spacing than the size itself. That would be a separate question so that's my fault but when we're looking at the lot, #22-26B, and really C for that matter as well (GIS), it looks like we have, and this was the prerogative of the business owner/property owner to build where he did and that was fine. We pulled the permits and he didn't need any variances for the placement of the building itself, we have a lot of empty lot back behind, right? So, we have, essentially because of where the business was placed, created the need for the variance, whereas we still have a lot of land back behind that if the business was placed farther back or something like that, this wouldn't even be necessarily an issue. Correct, because he would be 200 feet from the..."

Mr. Berry: "But they're not going to see the sign. The whole purpose of the billboard is to see it."

Mr. Fant: "Well, I'm, saying..."

Mr. Berry: "If it's back there they wouldn't..."

Mr. Fant: "Well, not the billboard, but the building itself. Obviously, they're not going to move the building. What I'm saying is that this business was placed up front where obviously they wanted the road side view. Because of where they placed it that has created the need for a variance, correct?"

Mr. Berry: "Right."

Mr. Fant: "OK, so the conditions aren't really particular to the land itself, it's where the business was placed. It's not like there was a mountain behind the building where it could only be placed there and now, we're looking to fit the sign into the spacing, which was well within his rights to place it where he did, that has created outside of the character of the land, the need for the variance. And we also have a pretty good business. Now Mr. Davis, this is going to be not Dairy Queen advertising, this would be advertising that you would be selling, I imagine?"

Mr. Davis: "In most cases, most months, it would be offsite vendors if you will..."

Mr. Fant: "Sure."

Mr. Davis: "...that would advertise there. On the other hand, I did want, in full disclosure, say to you that at different points in conversations with Mr. Warner, he has indicated that he probably wants one. But that's his boy talking in a conversation. There's no contract on that but it wouldn't surprise me if at different times, depending on the season, he might want space on that board also to advertise the onsite store."

Mr. Fant: "Mr. Berry, for the record, we have a billboard across the road, correct, that's by Widner's corner?"

Mr. Berry: "Yea, it's across the road and North. Across the intersection and North."

Mr. Davis: "I did want to mention, there are other boards in that area, you are correct, from entities that aren't from Fairfield County."

Mr. Fant: "And, uh, Mr. Davis, this is, and it's OK if yes is the answer, the board is there for financial benefit for all parties, that's why we..."

Mr. Davis: "Absolutely, and like many organizations and entities throughout the last couple of years, we're scraping and we're trying to survive in a difficult environment which is primarily dominated by the Lemar's, CBS's and clear channel of the world. Small operators like us we're going the way of the dinosaur."

Mr. Fant: "Sure. Now to be clear, they'd still have to get the variance as well, those other entities."

Mr. Davis: "Yeah, I'm not suggesting you all treat them better, I'm suggesting they're bigger, richer and badder than smaller operators and generally we get chewed up and spit out... If I didn't mention 'please' earlier feel free to rate that now."

Mr. Fant: "Do we have any other questions from other members of the board?"

Mr. Helms: "Yeah, I'd like to get clarification on the distance between the existing on-premise sign, and it's not so much the 85 feet from the roadway, it's the proximity of the new sign in relation to the on-premise sign."

Mr. Davis: "Yes sir. The set back is compliant – it's the distance from the on-premise sign."

Mr. Helms: "So how big is the on-premise sign? It almost would block the view of your sign."

Mr. Davis: "Well, when looking at that...let's call 37 N & S directionally, there will be a second or so on the northbound view for what we call a left-hand read where that on-premise sign would be, I'm going to call it about a second or second and a half would cause some obstruction on the visibility of the proposed sign. In our business, again, with a left-hand read (1-1.5 seconds), it's not what we would consider a major obstruction to an advertiser and then on the south side, the right hand read, there would be no obstruction."

Mr. Fant: "So is there a particular reason why it needs to be on that corner and I'm sorry if that's what you just explained and I didn't gather, rather than down on the other side where it would be without those 200 feet from the existing sign?"

Mr. Davis: "That was the landowner. Mr. Warner had a strong preference for us not being on that south side. He was concerned about our ability to not obstruct his sign on that northbound vantage point. We're kind of at his mercy. We have a deal so to speak. We kind of know what we're doing there as far as the arrangement with the property owner. He has a very strong say, of course, in the location."

Mr. Fant: "Any other questions from the board members?"

Mr. Sharpe: "I've got one, Ron Sharpe. I have a question about the height of the sign. You're showing in one side it's 10 + 10 + 10 and then on the other side you get that to total up to 35."

Mr. Davis: "Steve Davis responding to Mr. Sharpe, I see your point there and I'm going to have my operations guy, Paul Reef, help address that question if you don't mind."

Mr. Reef: "What exactly is it that you're questioning?"

Mr. Sharpe: "One side you total up 30 feet, over here you've got 35."

Mr. Reef: "OK, yeah, the 35 is the overall height that we have to stay on the parameters of, each actual billboard face will be 10 feet high, then the HAGL- the height above ground level- will be 10 feet; it will be to the bottom of the first face then we'll go up and there will be a 3-foot gap in between and that will get us under 35. We'll be right at the 35 overall height."

Mr. Sharpe: "OK, so there's a small wedge in there you didn't explain, I understand now."

Mr. Fant: "Mike."

Mr. Berry: "Ron, the 35 is the maximum height the sign can be, so they have to work within that parameter. The book says 35 feet."

Mr. Sharpe: "They didn't explain how you get 35 out of one."

Mr. Davis: "You're right on that, sir, we apologize for that."

Mr. Fant: "Are there any further questions from the board? Ken."

Mr. Reinschild: "Ken Reinschild. I just have a question – pretty simple. Are you on private property or in the state right of way?"

Mr. Davis: "Private rotary, private property. But on any state property, we have to get permits from the Ohio Department of Transportation and, of course, one of their deals which we have done, conditionally, and they'll look favorably on that if you all do."

Mr. Berry: "Nobody's going to see it until October."

Mr. Fant: "So, do we have any other questions from the board?"

Mr. Helms: "Yes, Mark Helms. So, the conditional approval from ODOT, it's contingent on tonight's ruling here?"

Mr. Davis: "Yes, it is and I think if I remember correctly, the date on that conditional approval might be May 31, so coming up pretty quick. So that might be, depending on how things go, a situation where we might need to go back to ODOT and have that conditionality extended or post this hearing, and again, depending on how things go, we could go for the permanent permit on that. We're in the window, so to

speak on that. This idea to work this out with the Warner family has been discussed for quite some time and when the pandemic hit, we were very uncertain about everything, where advertisers were going to drop, were we going to lose employees, which we did. We were concerned about how things were going to go.”

Mr. Fant: “Do you have any other questions?... I think, if we don’t have any other questions at this point, we’ll sort of walk through our reasons for support or nonsupport of the variance. I’ll go ahead and start. I think I have a nonsupport for this because there’s nothing in the conditions of the property that are particular to this piece of land that necessitate the variance. This could be solved by putting a sign on the other side of the property, the building placed where it was sort of created the need for the variance in the first place and obviously that’s not your fault per se, but unfortunately, in my eyes at least, when we look at the variance because the property owner would prefer it on one side or the other is not going to be enough for me to gain support for this. I don’t think the billboard wouldn’t improve the property itself any, it may not be a detriment, but I don’t know if it will improve the property especially since we do have a business that’s been fairly successful and in business for a few years so I don’t know that the variance would add anything necessarily to the property if we were to grant it. Now the reason I bring up the billboard is that already exists, is because this variance if we did grant it wouldn’t substantially alter the neighborhood and the character of the neighborhood much as we already have some billboards there, but this variance is, it would be substantial in that we have easier ways to put this sign in that wouldn’t foreclose from your ability to do business and to put these in, and obviously wouldn’t effect government services what so ever because it’s just a sign. And obviously our property owner purchased and built this property knowing what these zoning restrictions were and there’s beneficial use of the property without the variance, obviously. So those factors are what ‘m looking at when looking at not supporting. Any other members of the board want to weigh in?... Support or Nonsupport

Mr. Helms: “Yes, Mark Helms. Clarification on the term, the 200-foot required between outdoor advertising signs. Is the DQ sign an outdoor advertising or...”

Mr. Berry: “Yes.”

Mr. Helms: “..identification or is it an outdoor advertising sign?”

Mr. Berry: “It’s classified as a billboard outdoor advertising sign and to me we need to put it in. At that point, because B3, you’re allowed no ground signs, except billboard. It’s zoned B3, intensive commercial, and at that time the variance #18-67, in 2018, was for more than one side sign, or wall sign, OK? We, the book said you’re only allowed one wall sign, and they put 3 up (3 or 4) whatever it was, I can’t remember and that was what that variance was for. Then the ground sign, the only way they got away with the ground sign, is we classified it as an outdoor advertising sign. So, because of that, we treated it as a billboard.”

Mr. Fant: “And to be clear Mike, we had already issued the variance for the signage that’s on the

building as it exists plus, we reclassified, within reason, the sign that's out front. So, we're already sort of building off pre-existing variances.

Mr. Helms: "One more question Mark Helms; the size of that lot to the North there (not an area map), is that lot adjacent to the state route 204?"

Mr. Berry: "256. It's all B3."

Mr. Davis: "I believe it is, sir."

Mr. Helms: "About the same width as the DQ lot, probably 300 feet or so?"

Mr. Fant: "Is that about 300 feet roughly?"

Mr. Berry: "It actually looks a little wider than the DQ property is. That particular parcel completely surrounds the DQ property in a U. It looks like it's slightly larger, more road frontage on 37 than what the DQ is."

Mr. Fant: "Any other comments from the board?"

Mr. Sharpe: "After looking at this Platt, I can see why he didn't want the sign on the south side of the property. That's like a proposed roadway or classic egress to the field behind there and on the north side of the property also. So, I think that's probably why he did not want the sign on that side. So, I think that probably where it is placed is probably a better one unless we know more about that egress to the back, to the west there."

Mr. Berry: "That's Farm Credit coming off there."

Mr. Sharpe: "Well, I think that Farm Credit is the next one down there, it's hard for me to read."

Mr. Berry: "It is..."

Mr. Sharpe: "The 3430 block?"

Mr. Berry: "Yes, 3430 is Farm Credit."

Mr. Sharpe: "OK well this one is 3470 or 3420?"

Mr. Berry: "3420 is owned by the same guy that owns the other side, too. It's the same person or company. It's all the surrounding, it's like a big U with a right of way for both Dairy Queen and it's in the deed and Farm Credit. Neither one owns that property they just have a right of way to drive in there."

Mr. Sharpe: "I thought Farm Credit had an egress to 37 a little bit farther south."

Mr. Berry: "No, it's the same entrance."

Mr. Sharpe: "OK."

Mr. Fant: "Madam Secretary, restate it as Ron and me."

Madam secretary: "I've been writing them down."

Mr. Fant: "OK, I just want to make sure. Any other comments from the board? ..Well, do I hear a motion to approve or disapprove Variance #22-26?"

Mr. Helms: "I'll motion to approve."

Mr. Sharpe: "I'll second."

Mr. Fant: "That was Mark and Ron."

Madam Secretary: "Yes....Shall I go ahead with the roll call?"

Mr. Fant: "Yes."

Roll call: approved by 5 yes votes.

Mr. Fant: "So, the application for proposed Variance #22-26 is hereby approved. Do I hear a motion to adjourn the meeting?"

Mr. Davis: "I want to say thank you for your time and your courtesy. It was very much appreciated."

Adjournment: At 7:48 PM, Martha Snively made a motion to close this Hearing. Ron Sharpe seconded the motion. The motion passed with 5 yes votes.

Minutes Recorded By: Diane Powell

Alex Fant – Chair

Mark Helms – Vice Chair