

10-0461

RZ10-07

DAVID J. OLIVER/JAZ DEVELOPMENT

595 Crossville Road

Land Lot 467

C-3c (Highway Commercial) conditional to C-3 (Highway Commercial). Removal of conditions. Presented by Bradford D. Townsend, Planning & Zoning Director.

Brad Townsend stated that this application is really requesting to remove three original conditions placed on the rezoning of this piece of property back in 1983. That is when the subject property was first developed. Those three conditions relate to the limitation that the building would house a restaurant, that the structure would house no alcoholic beverage outlet and that at least 50 percent of the building by gross square footage shall be devoted to office-professional.

The original application in 1983, when this property was developed dealt with changing it from an O-P designation to a C-3 designation. When the site plan was developed it had a limited number of parking spaces. This, in essence is the reason for having the office component included as one of the conditions in controlling it. It has access off of Crossville Road to the subject property. It has commercial property on its east, west and across Crossville to the north. It has residential as it exists but Townsend believes it is R-4 zoning to the south of the subject property. It is an existing building. They are not looking to change the footprint in any manner. The existing number of parking spaces are actually what will control how this piece of property could be used. That is why the six conditions recommended by staff deal with controlling the size of the restaurant to no more than 1500 square feet as well as they would like the alcoholic beverage store elimination to continue as well as the 50 percent of the building devoted to office-professional use to also continue. If those uses and that stipulation are included then the number of parking spaces would be consistent to what exists there today to the existing building square footage that is there today.

Staff would recommend approval with the six conditions as laid out in the staff report.

Brad Townsend asked if the Commission had any questions.

Sarah Winner stated that as far as the number of parking places, when she went over and looked at that property as far as like Dumpster or grease facilities that might be required if there was a small little restaurant there. Would that not eliminate a couple of the parking places that are there now? It was not clear to Winner where that would even be positioned on this property.

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Brad Townsend stated that they were going to ask the applicant to discuss that. The staff would not know where it would go either. He is going to have to determine if he gets a tenant, how to deal with those situations. That is why they limited it to the 1500 square feet.

Sarah Winner stated that she cannot imagine a restaurant wanting to carry that stuff halfway across the parking lot and she wouldn't think they would want to use the spaces right in front of their front windows. It just doesn't logistically seem logically to her.

Brad Townsend stated that he thinks the objective of asking for the conditions to be removed is to provide some flexibility in going after different tenants.

Bryan Chamberlain had questions that relate to the future use of the property. In the application, it was not referenced that there were any neighborhoods, residential. They know that the property to the south is residential use, special situations for women and children. His concern in his mind that he would ask for clarification on zoning is what limitations are there to prevent, as an example, adult retail, adult services from being allowed in the retail.

Brad Townsend stated that it has a current underlying zoning of C-3. That use would only be permitted in I-1. It is strictly prohibited in the C-3 zoning district. Looking through the table of permitted uses underlying C-3 is what would control it. The additional conditions recommended by staff would also control it as to the size of the restaurant, no alcoholic storage/beverage store as well as a mix of 50 percent office, 50 percent retail.

Bryan Chamberlain clarified that in C-3 zoning a provision is made for health spas. How is that interpreted by the city as it were to relate to massage parlors?

Brad Townsend stated that there is a specific definition in the zoning code. An establishment for which profit or gain provides its primary purpose service of the facility which purports to assist patrons to improve their physical condition of appearance through changing weight, weight control, treatment, dieting or exercise. This term includes establishments designated as reducing salons, exercise gyms, health studios and health clubs and other terms of similar import. Not included in this definition are facilities operated by non-profit organization facilities wholly operated and operated by a licensed physician at which such physician is engaged in medical practice, the practice of medicine or an establishment operated by a healthcare facility, hospital, intermediate care facility or skilled nursing facility. It tries to put parameters on both sides of the health spa and the city of Roswell controls it through the issuance of a business license in which every one of the business licenses is reviewed by someone in Townsend's staff to make sure it is in conformance. They ask them 20 questions to try to make sure they are operating within those guidelines.

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Bryan Chamberlain clarified that it was reasonable to expect that in the licensing process, a massage parlor would be weeded out or that type of business. Brad Townsend stated that was correct.

Chamberlain stated that he had the same question as it relates to personal service establishments, which are also allowed under C-3. Brad Townsend stated that this one gets kind of broad. A facility engaged in the provision of a service to persons or their apparel, including but not limited to barber shops, beauty shops, coin operated and full service laundries, dry cleaners, photographic studios, shoe repair, shoe shine shops and travel agencies. A massage establishment defined in Chapter 4, Article 4.4 and 4.1 of the code of ordinances shall be considered a personal service establishment for the purposes of this ordinance. There is a section in the regular code that controls massage parlors besides the definition because they have to have special state licensing that the city of Roswell requires them to do to meet that requirement also.

Bryan Chamberlain asked Brad Townsend if it would be his expectation that these would be weeded out. Townsend stated that it was. They would deal with a standard retail type of use where goods would be there to be for sale to the general public.

Chamberlain had another question relating to the parking. In doing business in that center over the years, the in and out has always been tenuous even with the deceleration lane/ acceleration lane. Has there been or would there be a requirement for a specific study of this facility to in fact require a secondary entrance/ exit?

Brad Townsend stated that there would not be a new requirement because they are not adding any additional square footage. The staff has recommended a condition for joint access into the bank if the bank would so allow it. They think that would help the maneuvering in and out of the property. But they are not sure that the bank would accept that kind of condition. Staff would not expect any new transportation criteria or demand for this. The restaurant, depending on what style it would be. It is probably going to be a little more off peak lunchtime than a regular retail or office type of utilization of the property.

Cheryl Greenway inquired if there has been any discussion with representatives from the Bank of North Georgia about a cut-through?

Brad Townsend stated that he knows that his staff did call them and they haven't heard any final word from them. They did contact them and indicated that they were presenting that they wanted a condition but it would be totally voluntary on their part in dealing with allowing the access.

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Cheryl Greenway stated that assuming that they did agree to it would that not then eat in to some of the additional parking spaces? Some of the parking spaces so that now there is a parking problem because there is not enough spaces?

Brad Townsend stated that it was going to be a give and a take to get the access which may be advisable or even preferable, then they are going to say okay, do they need to relax the parking code requirement a couple of spaces. Within Townsend's jurisdiction he can give an administrative variance on a reduction of 10 percent of the required parking spaces. He will probably deal with the Roswell transportation department to say, is this a good trade off to providing the access in and out of the site through an alternative where someone could actually get down to Clara Drive, down to Alpharetta Hwy. that way.

Sarah Winner stated that she is looking for clarification. It appears that they are asking for three conditions to be removed and they are basically saying that staff is recommending one sort of be removed. Brad Townsend stated that was correct and adding three more.

Susan Baur asked if there were any other questions for staff. Hearing none she stated that the Commission will now hear from the applicant at this time.

Dave Oliver presented the application. He stated that when he filed the application he was under contract to purchase the building. He has since purchased the building and begun renovations. They went through the Design Review Board process in August 2010. Obviously, Oliver can live with the current zoning or he would not have purchased the building. In his letter of intent, which he filed on July 1, 2010 Oliver tried to spell out some reasons and he can reiterate those in making his presentation. The Commission may be familiar, it may be redundant but he thinks from a business person's perspective, Oliver has been doing retail and office properties for about 25 years. He has certainly been before planning commissions and review boards and zoning councils. One does not do this for this long by doing the wrong thing. One does what is best for the property. Typically what works is what works within the codes and the parking requirements and the uses and the obnoxious uses. The intent is there to do the right thing. It is clearly a distressed, ugly building. It has been functionally vacant for over a year. It has serious water damage from broken pipes last year. Their work is cut out for them to make this into a nice facility and they are trying to do that as economically as possible. His thought was given the current real estate market was that they needed some flexibility. Most of the retail tenants that are expanding today are driven by franchised operations. A lot of people are out of work, a lot of people are starting new business and so one ends up with these...and a lot of them are in the food service business and not necessarily big Italian restaurants. There are yogurt shops and there is Quizno's, Subway and coffee houses. That was the intent to be able to do that because it does have great retail street exposure. To apply for a full rezoning and to take the time and

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make the application and pay the fee and ask what Oliver feels like is a very reasonable request to remove three conditions that were put on the property 27 years ago and to come back and get recommended for approval by adding six and denying two of the three is disappointing to say he least.

But Oliver would like to go through each one with the Commissioners in case there are questions or to understand where staff is coming from because he does not know what is dictating....

1. Recommend that one tenant space could be allowed for a restaurant but it is restricted to 1500 feet. Oliver's question is why one tenant space and why 1500 feet? If the parking codes that they have in the ordinance support two restaurants and two spaces that are 1800 feet, why would that not be permitted? It puts Oliver at a competitive disadvantage to the guy across the street and the guy down the street and so on and so forth. Oliver asked that the parking codes that they already have in the ordinance kind of dictate where they are at. He has done the quick math and he will let Brad Townsend correct him if he is wrong but his understanding from looking at the ordinance on line was that the minimum number of parking spaces if the building is used entirely for office is 30. And Oliver has 38. The minimum number for retail space is 36 and he has 38 if he used it all for retail.
2. Seasonal planting shall be adding to the brick planter located in front of the building as reviewed and approved by the Design Review Board. Oliver stated that he is here to do the right thing and he is going to do seasonal plantings. He just spent seven weeks with the Design Review Board to get a paint chip or a paint color approved. He would prefer not to go back to the Design Review Board to pick out his flowers. And he is not quite sure why that didn't get brought up or maybe it did in the Design Review Board process but if that needs to be a zoning restriction he would ask that at a minimum it is handled at a staff level and not making a formal application to the DRB to put in some plants that may be out of season by the time they get through the process.
3. The Commission touched on this with the Bank of North Georgia. That is again something that Oliver certainly would love to have. It is something that he contacted them about three months ago before he bought the property. It is a real burden on a neighbor to ask to cut a driveway into their parking lot. There is not a lot in it for them. Oliver would love to have it. He would lose two parking spaces as would the bank. One is talking not tens of thousands of dollars but probably \$10,000-\$20,000 to connect parking lots and repave and do that kind of thing. So it is certainly something that Oliver would pursue but he thinks that is a property owner's decision and one in which he had no control over. To make it a zoning restriction or to add the last sentence

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that his business license would be held up subject to the neighbor's approval...if he had a tenant that wants to open up in three weeks, he can guarantee the Commission that he is not going to have an interparcel access agreement negotiated, paid for and recorded. It puts Oliver at a competitive disadvantage to lease the space.

4. The existing ground sign coming into compliance. That is not an unreasonable request. If he was asking for something that was unreasonable or rebuilding the building or changing the footprint or adding new space it is a big expense. Oliver is not saying that it is not a better idea or a good idea. He just spent a considerable amount of money to fix that sign and was planning on using it. So he prefers not to do that unless that was mandatory.
5. No alcoholic beverage store will be allowed on the site. This is one of the original conditions that Oliver asked to be removed. His intent was not to do a package store. He would agree to this if it is not, if it is restricted to a take away liquor store. But the way it worded in the original conditions was an alcoholic beverage outlet and Oliver was not sure if that meant in conjunction with restaurant use. If he did an upscale market type building and just opened up in the square in Roswell and they sold wine, is that disallowed? If he had a café that served wine on premise but under the new Georgia law one can take away a bottle if he does not finish it. Does that fall within the restriction? Oliver does not think that it is unreasonable to restrict a liquor store if that is what they are after but there are a lot of other things that can fall under the verbiage as currently proposed.
6. Fifty percent of the building should be devoted to office-professional use. That condition was put on the building 27 years ago. Oliver is not quite sure why the parking codes would not dictate what they lease the space for. He had a tenant interestingly enough; a wedding dress showroom approached Oliver and wanted 8000 feet. This is on a two-story building which again dictates that no one is going to run a retail store downstairs facing the back of another office building. This particular use had a 2,000 square foot storage area for their gowns. It had a 1500 square foot seamstress shop and alterations facility proposed for the retail use. The upstairs was going to be a 4000 foot retail show room. It is quiet, professional and classy and low parking and low traffic intensive use as one could get. But Oliver cannot do it because he is dictated by 50 percent office-professional use. He thinks anyone with that type of use makes sense. They don't know what is going to come next week or the next retail god, but it is a market driven advantage to be able to have flexibility to do the right thing. Oliver thinks they would all agree that would be a great use but he would

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asked that this would be removed to allow him to do some flexible leasing.

Generally that is it. Oliver thinks they are trying to do the right thing, he would try to accommodate some of these but he thinks that if all of these were imposing the property he would withdraw his application.

Cheryl Greenway stated that she would like to go back through these for a minute on some of the issues that Oliver has brought up. Going back again to the Bank of North Georgia. She clarified that Oliver has tried to initiate conversation with the bank. Has he gotten anywhere talking to them? Oliver stated that he had not. Greenway stated that on the existing ground sign, Oliver said that he had done some renovations to it recently. Greenway did not notice any big changes to it. Was it just freshening it up or repair type work?

David Oliver stated that they are market driven so he replaced...he showed the way the sign looked when the building was abandoned. They took all of the panels out and put up a panel with the phone number and the words "Space for Lease". Those will come down as they lease space. They fixed the lights and fixed the leak that was in the top panel and so on and so forth. That to Oliver was one of the attractions of the building was to have some exposure from the intersection because the access is so limited with the median there.

Cheryl Greenway stated that was all of the questions she had right now.

Bryan Chamberlain had a question relating to the sign issue for Brad Townsend. When a property changes hands in the city of Roswell and has a sign that is not in compliance with the current code what is the dispensation on that standard?

Brad Townsend stated that depending on the length and the time of business, non-conforming signs are supposed to be brought into compliance. The city really does not have a mechanism of knowing when the parcels of property do change hands so they usually try to track when businesses, through business licenses, go out of business. They then try to get them brought into compliance as quickly as they can. There are usually some other mechanisms, businesses going out of business have an existing pole sign. The city would then contact the property owner or the new tenant and say that is a non-conforming sign and they will not issue a permit to do that. What usually happens is they allow panel exchanges for non-conforming signs. So they would then just allow them to change the panels within the existing sign kind of like the StarTime theatre now is known as Aurora. They had non-conforming signs. They were able to keep them and the existing panels for those types of signs.

Bryan Chamberlain clarified that in a scenario where there are no tenants on the sign, there are no tenants and there is a change of ownership as compared to

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there are tenants but there is a change of ownership. Does that modify how the city treats it?

Brad Townsend stated that it usually does because the way that ...Article 14 is the non-conforming section.

Susan Baur clarified that it was 14.3.3 where they are talking about the discontinuance and it looks like it has to be about a year of non use of the building.

Brad Townsend stated that 14.3 talks about a non-conforming use shall not be re-established after a discontinuance of three months. Vacancies for a non use of a building, regardless of its intent of the owner or the tenant shall constitute discontinuance of this provision. If a business registration is required for said non-conforming use, the business registration pertaining to said use has lapsed for an excess of three months. The lapse of the business registration shall constitute a discontinuance of the use.

There is then a section specifically in the sign code 22.7 that states that a non-conforming sign shall not be replaced by another non-conforming sign including face material except in a situation to interchange the poster panels or painted boards. The non-conforming sign shall be permitted. All non-conforming signs shall maintain in a safe and good repair. Non-conforming signs which meet all of the requirements of this exhibit when erected may stay in place until one of the following situations occur:

1. a business advertised ceases at the location.
2. deterioration or damage to the sign makes it a hazard.
3. the sign has been damaged to an extent that more than repairs are required to restore the sign.

No structural repairs or changes in shape or size shall be permitted except a sign that complies with the requirements of this article. This section shall be deemed to provide affected parties a minimum of protection from the Georgia state law.

Townsend mentioned that signs are always such fun things to do.

Bryan Chamberlain clarified that in this particular case, is it reasonable to assume that the sign would have to be brought into compliance because of a change in ownership of the property and no existing tenants on the sign?

Brad Townsend stated that was correct.

Cheryl Greenway stated that she would like to take it one step further. She asked Brad Townsend to tell the Commission for the record what would have to be done to bring this into conformance.

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Brad Townsend stated that the maximum height of the sign would be 12 feet. He is sure this one is probably 20 or more.

Cheryl Greenway clarified that it is more of a height issue than anything else. Brad Townsend stated that it was more of a height issue. He thinks the base is probably the area that is brought down in height is probably pretty close. Ground signs are usually based upon road frontage, size-wise. He does not know the specific square footage of this but that would be something that would have to be looked at.

Sarah Winner stated that she may not have the latest copy, but she is looking at Table 22.18. It says that the maximum height of signs has been increased from six feet to 12 feet. Winner realized that was on Canton Street.

Winner clarified that fact that the building has changed ownership, the fact that there are no tenants currently in there, for this it says it is the zoning director's job basically to bring this into compliance. That is almost a separate issue from this rezoning request as far the zoning director saying that this sign needs to be brought into compliance? Brad Townsend stated that was correct. Winner stated that they have elected to tie it into this rezoning but even if they deny the recommendation and move forward with this zoning, is the burden not on Townsend as the individual zoning director to follow through with having the sign retrofitted to reduce the height on it? Townsend stated that it was. Winner asked if it should be part of this zoning procedure or should it be handled separately by Townsend's office telling the new owner that this sign needs to be reduced in size and just take that out of this whole zoning discussion.

Brad Townsend stated that the Commission can remove it as a condition but code enforcement will be out there soon.

Sarah Winner stated that her point is that that is something that should happen regardless of whether they applied for a rezoning. So she guessed she was just wondering why they are pulling it into the rezoning. Should it not just be something that is already happening? Brad Townsend stated that it should. Winner asked if it helps Townsend in some way by having it in here. Townsend stated that if they agree to it he wouldn't have to go cite him.

Susan Baur asked if there were any further questions for the applicant at this time.

David Oliver stated that with regards to the sign the ability on the transfer of ownership, was that something that Brad Townsend pulled from the excerpts that he just read? Or is that something else that gives zoning directors carte blanche? Townsend stated that he just read exactly from the code. Oliver did not hear anything in that statement that says that Townsend has the ability...in fact he heard just the opposite...that he could replace panels as long as they were in a

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good state of repair and that is what Oliver based his repairs off of, reading the ordinance. Is he in the wrong? Does he need to revisit that? Or is there something else that he is missing?

Sarah Winner stated that she was looking at 14.3.2 where it says a non-conforming use shall not be changed to another non-conforming use but a change in tenancy or ownership shall not be considered a change to another non-conforming use. Would that mean that he is grand-fathered in on the size of the sign? This is on page 146.

Brad Townsend stated that deals with the non-conforming use in the building. He believes the code section that needs to be referenced is 22.7 dealing with non-conforming signs. The applicable section is 22.7c1. Non-conforming signs which meet all requirements of this exhibit, when erected, may stay in place until one of the following conditions occurs:

1. the business advertised ceases at that location.

This was specifically the case when Wolf Camera vacated its piece of property on Old Roswell Road and Holcomb Bridge Road. They vacated that business and had their excessive 12-foot ground sign removed.

Sarah Winner asked if this was a section that was just recently changed. Brad Townsend stated that it was not, this one has been like this for a while. Winner stated that she had some notes in her copy about it being changed. Townsend stated that he thinks what they changed in it related to the structural part in section B. Winner stated that it did, A and B is what she has flagged. Winner stated that section C is pretty clear until the business as advertised ceases to exist. Winner told Oliver that was pretty clear as far as when it needs to be brought into compliance with the existing sign ordinance.

Dave Oliver clarified that on a multi-tenant building like Roswell mall, when a theatre goes out and he is one of many tenants, they bring the entire sign into compliance if the theatre went out.

Winner stated that she thinks in Oliver's case since all of his businesses are gone, that is almost kind of a separate issue. Oliver stated that he heard something about three months. Was that in the same section?

Brad Townsend stated that was the use. Sarah Winner stated that was the use that she was mistakenly pointing to with what Oliver was using the business for as opposed to the sign. If his business use was out of compliance....that was her bad...she was referring to that and Brad Townsend corrected her and said that was business use as opposed to the sign.

Dave Oliver stated that he will revisit it and he will do the right thing. He does not know that it is functionally practical to modify that sign. He guessed that the

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process that he would get into is through an application to the Design Review Board again to go build a new sign? Brad Townsend stated that DRB does not do signs. Oliver stated that he can address that.

Sarah Winner stated that this particular section is in black and white. It says that one can state that a non-conforming sign can stay in place until the business advertised is no longer at that location. Winner is interpreting that to mean that now this sign needs to be brought into compliance, which would mean structurally Oliver would have to reduce the height of this sign. That is what she thinks it says. Brad Townsend and Jackie Deibel can clarify that. But she thinks that is separate and unrelated to this zoning request because that should be going forward regardless of whether or not the Commission removes all of the other conditions.

Brad Townsend stated that was correct.

Dave Oliver stated that the second question he had dealt with the personal services category. He is not sure whether he will fall under that but he will just ask from a practical level. Can one do a hair salon on this property? Or a nail salon or....is there a list?

Brad Townsend stated that would be considered personal service. Oliver clarified that personal services was yes and there was a caveat that kind of discriminated against massage and other stuff. Townsend stated that was correct. It was personal service then it threw it into a clearer definition of massage parlor.

Sarah Winner stated that she tends to agree with Dave Oliver from the perspective that he has commercial market conditions that should determine how he wants to use this particular building. But just from a practical perspective how would he even handle the restaurant? Most restaurants have some kind of a back door where they have deliveries which happen all during the day, where they dispose of their waste. It is usually in a more hidden location. Oliver unfortunately does not have that luxury at this building. Would it be his intent to place those Dumpsters and deliveries at the front door of his restaurant? Oliver stated that there is a Dumpster pad between Bank of North Georgia and this parking lot. Winner stated that was on the other side of the parking lot. Oliver stated that was very common. Kroger has the same situation. The building across the street, the liquor store has the same situation. The Dumpsters are...Stoney River's Dumpsters are 100 feet from their door. Oliver is not going to have a prototypical retail or restaurant facilities. It is something that has got to fit the space. They do restaurants and office buildings that are glass on all four sides. But they have figured out how to make it work.

Winner stated that if these conditions were modified that the restriction on Oliver having to get approval for what he wants to plant in his planter. The interparcel access, which is really nice to have but Bank of North Georgia would have to

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agree to it and there is some cost involved. She is not sure why anyone would want to pay extra money so that he can have more access. If the Commission reduces the conditions down to no alcoholic beverages allowed on the site and let market conditions dictate the rest and let the zoning director's office deal with the fact that his sign is going to have to be reduced in size regardless, would that be acceptable to Oliver?

David Oliver clarified that there would be no alcohol-retail, liquor store type operation is prohibited but one could sell alcohol in a restaurant or a wine shop. Winner stated that she thinks the Commission can come up with something. If they change that verbiage to make it clear that one could sell alcohol providing he had the right liquor licenses. But not a full out liquor store where there are chains on the windows and liquor stores in there.

Susan Baur stated that there was a question that David Oliver had about what the difference was between in the wording store and outlet. Could he sell alcoholic beverages at a small restaurant? Or could he sell them in a European market store or something like that?

Brad Townsend stated that when the application for the business license came in they would make the determination of it is a package retail that could be removed from the premise, from the site. He would consider that the outlet as conditioned originally. The city is trying to clarify a little bit more and maybe they didn't do a very good job of it, but they were trying to clarify the same thing. That yes, he would be able to have alcohol if he had a restaurant, which received a proper alcohol license for this location and that they did not want a retail established alcohol business.

Baur clarified that they can work on that verbiage, what that verbiage needs to be that basically says one can't buy the liquor and take it with him. She asked David Oliver if that would be acceptable to him?

David Oliver stated that from a pure bottle of liquor standpoint yes, he doesn't have the intention of doing that. But if they had a European market as Susan Baur suggested and they sold wine and cheese that's a pretty popular thing these days. It is a nice use, but it could be interpreted as an outlet for alcoholic beverages. That is the kind of thing Oliver wanted to get clarity on and most of this might never happen.

Susan Baur stated that she does not think any of the Commissioners want to prevent Oliver from bringing in a business. She thinks the intent is to make sure there is not a dedicated liquor store there. Oliver stated that he was agreeable with that. Baur clarified that if the verbiage was something along the line of no alcohol or no package store....she asked Brad Townsend if that would cover them. Townsend stated that was fine.

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Susan Baur asked if package store has to be defined or anything or is that common knowledge in Georgia what that is? Brad Townsend stated that in the alcoholic beverage he believes they have a definition. Baur clarified that if they call it a liquor/package store that makes it a little clearer? Townsend stated that it did.

Susan Baur asked David Oliver if the Commission allowed him to let the market dictate what percentage of this building is office, what percentage is commercial, if they let him pick out his own flowers, if they let him negotiate with Bank of North Georgia on whether they want to spend the money to put that interparcel access in there, he would have to bring his sign into compliance because that is actually a separate issue. The Commission may for that reason leave that condition in here since it is already going to be something that he would have to deal with. Then condition no. 4 and condition no 5. in a reworded format...would that be conditional...everyone else on the Commission may have a completely different perspective on this. But would it be acceptable to Oliver if they kept in condition no. 4 and a revised version of condition no. 5 making it clear that it was actually a liquor/package store that they were encouraging not to happen in there?

David Oliver stated that he thinks the answer is yes with the exception of the ability to build a new sign somewhere else on the site and take that down entirely. Susan Baur stated that she thinks he could probably put the sign wherever logistically it worked as far as the setbacks and things. The issue would be that whatever sign went up would have to be in compliance and maybe there is a better location as far as access or visibility from a parking perspective. Oliver stated that there is and part of it is practical. He does not know that one could functionally take a 20-year old sign and modify it, it would probably be better just to start over.

Sarah Winner clarified that instead of saying the existing sign should be brought into compliance they should say that the existing sign should be replaced or modified to be in compliance. Would that be acceptable to Oliver?

David Oliver stated that they could just add that the existing ground sign must come into total compliance or the owner may construct a new sign in compliance and take that down. However they want to say that.

Sarah Winner asked Brad Townsend if that was acceptable from the city's perspective? Townsend stated that it was.

Susan Baur asked if there were any more questions or comments for the applicant.

Bryan Chamberlain asked David Oliver if the building was used all as restaurant, one restaurant, multiple restaurants. How many parking spaces would be

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required to be in compliance? David Oliver stated that he just took this off of the web site for the ordinance. Restaurant was one per 125 square feet so eight per thousand. He has 9000 square feet it would be 72 spaces. Which they don't have. But technically one could do half of that and never lease the balance of his space. It is no going to happen that way but what he doesn't want to get into is he agreed to 1800 feet and he has a 1900-foot restaurant. Now he is back in front of the zoning board instead of making a business decision. It will never work for a big, big restaurant. It is just not big enough.

Bryan Chamberlain stated that as he looks at that property and sees Oliver working to get it up to snuff, he thinks that is exciting. The Commission's intent is to find ways for that occur as opposed to being an impediment. However, there are those issues going back to parking. Has Oliver done a review? Someone tried to reconfigure the parking? It would appear to be a lot of wasted landscape space there for some reason. Oliver stated that they have received proposals to fix the parking lot. That is on the agenda once they get big Dumpsters and equipment out of fixing the building. Whether they can gain a few spaces or create a space for a Dumpster without losing spaces or making it flow better he hasn't gotten in to all of that yet. Maybe this business of redoing the sign and then they could look islands. Maybe those could be reconfigured and bring that back in and see if they can't solve two problems.

Cheryl Greenway stated that she would like to take that a step further. She thinks Oliver just has to kind of watch on the parking because from the numbers that he is putting there, he said that the building is 9000 square feet. If he rented the whole thing for restaurant he would have to have 72 parking spaces. He has 38. So if she takes that number and he does half of it as a restaurant, then he would need to have 36 parking spaces. So if he did the whole first floor of the restaurant, he has already used up all of his parking spaces and really could not rent then the whole downstairs. She does not think Oliver wants to fall into that situation. Oliver stated that he did not and he has been doing this for a while. There may be a 4000 square foot restaurant that pays more than an office tenant would pay. Cheryl Greenway added that they could use the downstairs for storage or other things. Oliver stated that they could have really big lockers. It is not going to happen that way but it might happen that it is two 2100 square feet and not 1500 square feet. That is what he is trying to accomplish is some flexibility without coming back to the board every time. Greenway stated that she can appreciate that. She just wanted to point that out because she would hate to see Oliver get in a trap that he has a tenant in there and now he wants to rent the rest but he can't because he does not have parking availability.

Susan Baur asked if there were any further questions for Oliver. Hearing none she asked if there was anyone from the public that would like to speak in favor of this application.

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Al Schmerge

Al Schmerge stated that his company owns the property next door. He, like the Commission, is happy to see something finally happen with this property. It has been a long road downhill for it. He owns the Wilton Center next door. It has been a problem for them. The back of their building is rough and it has been a real detraction for them trying to lease space in his building. Just to the east of this property, as one knows, is the Bank of North Georgia. That is really a nice building and maybe arguably the best bank building in Roswell. He thinks it is a real asset for the community. Schmerge is just to the west of this property and just to the west of him is the other bank, which is also a very nice building. He pointed out the entrance to the Wilton Center. They are arguably the nicest office building in Roswell. He showed a picture of Oliver's building. It has a tremendous location. It does have a little bit of a problem with traffic but it is a terrific location. But to use Oliver's words, it is ugly and it is outdated. Schmerge does not have a problem with any of the uses that he is proposing. None of those would detract from the character of the neighborhood but his fear is the level of the renovations that he is doing to it. His fear is what Oliver is doing, he is doing some cosmetics. He has put on a new roof but he had to do that anyway because it was leaking and destroying the inside of the building. As Schmerge understands it Oliver is painting the outside of the building. But still makes it a 1960-70's building and it just doesn't fit in with the neighbors. Schmerge would recommend any use that Oliver wants to do with that building if he does a substantial upgrade. He is not talking about a coat of paint and a roof. He thinks it would be in the city of Roswell's best interest to give Oliver whatever size sign he wants and bend on the parking regulations if there was some way to physically fit in that Schmerge could help him, he is so anxious to have something done that he would give him some spaces like they did with the bank next door when they were moving in.

Schmerge stated that he hoped that the Commission would favorably consider whatever Oliver wants to do with it as long as it is within reason but with the condition that he bring it up to the neighborhood. It is a good neighborhood and it would be a big help to them and the whole neighborhood if it was brought up.

Cheryl Greenway stated that she appreciates Schmerge's comments and she agrees, she is glad to see David Oliver fixing he place up and doing something with it. But the Commission can not put a condition on it that they tell him that he has to put new windows or something of this nature. If there are issues there will come up under the Design Review Board she does believe that it has approval of the building itself, but it is not a condition. It is like if his buildings were a little older and he wanted to come before the Planning Commission to do something on condition. Greenway cannot take Oliver that he has to put a new roof on it or he has to paint it or he has to change this. That's not a condition the Commission can put on any type of recommendation that they would make.

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David Oliver asked if that were a condition and the Commission said if he wants this, he would look at it if this happens but not necessarily make it a condition.

Cheryl Greenway stated that she would like to hear her cohorts' comments but again that is the Design Review Board's responsibility. If he is taking plans to them for their approval, it is up to the DRB to say, "yes this meets with the design and such." Greenway asked Jackie Deibel or Brad Townsend to correct her if she is off on the wrong tangent but she does not see that is anything the Planning Commission can do from their position.

Al Schmerge stated that he was just saying that he would support it whole heartedly if that were to happen, whether the Commission made it a condition or not. Cheryl Greenway stated that she appreciated that.

Susan Baur clarified that unfortunately the Planning Commission does not have the discretion to say oh, you can ignore this Roswell ordinance or he can ignore that one. Everything has to be treated the same. Hopefully, what they are trying to do is say that Oliver is a business person, he is here. What the Commission wants to do is make sure that what he is doing is impacting everybody in the best possible way. But if somebody owns a building and they are maintaining it, it is not the Planning Commission's job as Greenway said to go in and say that Oliver has to upgrade it. The Commission's job as a zoning board is to say what he can do in this building, what uses are permissible and that is what they are here to do. So even if they wanted to say, keep the sign, that is actually an ordinance that is a Roswell law. The Commission can't do that and they can't say, oh, disregard the number of parking places. That is a Roswell rule that they have to follow. That is not something that is discretionary. She asked that Oliver did not think that they are not taking his comments to heart. It is just that the Planning Commission does not have the ability to ignore or override Roswell rules in the zoning concept.

Al Schmerge stated that he understood. Baur thanked Schmerge for coming in tonight.

Susan Baur asked if there was anyone else who would like to speak in favor of this application. No one came forward. She asked if there was anyone from the public that would like to speak in opposition to this application. Seeing no more members of the public who would like to speak, the Commission gave the applicant an opportunity to speak again if he would like to.

David Oliver had no further comments. Susan Baur closed the public portion of the meeting and stated that the Planning Commission will have a discussion and make a motion. She asked if there were any further questions for staff.

Susan Baur stated that on the third condition about interparcel access, is that last sentence necessary about should the bank agree to interparcel access, a joint

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access agreement must be reviewed by the city of Roswell before the issuance of a business license? Is that just standard? So once Oliver gets, if he gets a tenant in and there is no interparcel access agreement, that is it, it's a done deal? The bank can't come back and say that they have decided this would work for us.

Brad Townsend stated that the way the city discussed and wrote the condition is conversations with the Bank of North Georgia needed to take place. Baur stated that it sounds like they have. Townsend stated that they at least approached the Bank of North Georgia indicating that they are putting this as a condition on this approval. If the Bank of North Georgia says absolutely not, this is not something they are going to allow, the city is going to get something in writing from them, stick it in a file, the condition is then moot. But what they want to happen is a conversation between these two private property owners. What holds this property owner's feet to the fire is guess what, there is a business license out there hanging in the future that he won't be able to get if he doesn't at least make a good faith effort to try to get this interparcel access.

Susan Baur asked if that letter that is in the file, does it have to be from the Bank of North Georgia. Brad Townsend stated that city of Roswell is looking to at least get some acknowledgement. He may have to have a face to face conversation with both parties and understand that neither of them are going to agree. And then Townsend will write the letter and put it in the file that interparcel access is not going to be going with these two property owners at this time. But it is something that they are seriously looking at every opportunity to just create better flow of all of the dead ends that they have through roads and parking lots for the city.

Susan Baur stated that she agrees with that completely. She just wouldn't want that process to hinder any opportunity he would have at the same time. Townsend stated that realistically, it is two phone calls.

Sarah Winner asked Brad Townsend if it would not be appropriate for the Planning Commission to maybe reword this a little bit. Instead of saying that the bank agrees to it, just saying that the zoning director must have confirmation of the discussions for either proceeding or not proceeding have taken place. To her this looks like they have to say that they are willing to go ahead with it in order to get the business license. Because they may never get a joint access agreement.

Cheryl Greenway stated that she has a similar problem in that let's say that the Bank of North Georgia says, "yes, we are amenable to working something out but they have got to kind of negotiate on this. Who is going to pay for this? Who is going to put up the sign saying that one can't park here if he is going to the restaurant, etc., etc. " That could take a while. Greenway would hate to see David Oliver have an opportunity for a tenant but because the Bank of North Georgia has got to go to Sun Novus and that takes time and it comes backs and

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here they are six months down the road. She does not think it is fair for Oliver to lose a tenant because of negotiations going on about it.

Brad Townsend stated that he understood Greenway's concern of that but he loves having the hammer at the end. In dealing with this situation it needs to be rectified, you two business people get in the same room and make it happen. It is best to both of their advantages if...Bank of North Georgia would love to be able to maneuver more around their property, but yes, is it going to cost some money? Absolutely, but is there value to that to both sides? Townsend thinks there is great value to it to both sides.

Cheryl Greenway asked Townsend what the value was to Bank of North Georgia. Townsend stated what if there is a restaurant there...Wouldn't their people love to just walk across the street? Would their people like to drive across the street? Greenway stated that it was not across the street. They could easily walk there so they don't need an interparcel access. If anything she sees it more of a problem for them because now they have people coming through their parking lot while people are in the line for the drive-through windows and they are going to lose some parking spaces. Then are there people that are trying to go to the restaurant going to park over in there parking lot because it is crowded in the other parking lot.

Brad Townsend stated that interparcel access works all of the time. Yes, there are some down sides and up sides, absolutely. But if maneuverability and keeping people off of Alpharetta Hwy. and SR 9 is the objective, he thinks that works.

Sara Winner told Brad Townsend that is almost saying that he is expecting people to stay off of SR 9 by cutting through there to get over to there is he not? Townsend stated that like every parking lot that every does it now. Winner stated for the record that she does not think David Oliver, who is buying a building and fixing it up and investing in Roswell should have to be hung up for whatever period of time it takes to resolve some kind of an agreement on how is it going to look. Where are they going to put it? Who's going to pay for it? That could take, as Cheryl Greenway mentioned, a long time. If it were Winner, she would be upset about that. She thinks most business people would. If they phrase it along the lines that they want some proof that there has been discussions and then Townsend can use his hammer as zoning director and he would really like to see this happen. How do they get these two parties to agree? But to put the burden on Oliver where he can't have a business until this goes through, Winner thinks that is too big of a hammer to put on any business person. That is her personal opinion. There is too much money at stake.

Brad Townsend stated that he understands.

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Bryan Chamberlain stated to David Oliver that he is unclear as to what conversations or attempt for conversation with Bank of North Georgia has taken place? He asked Oliver to fill the Planning Commission in on the details.

David Oliver stated that prior to buying the property back in May or June, when they first started working on it they contacted the Bank of North Georgia's real estate facilities manager. He did not have his name with him. But Oliver employed a real estate broker to do this transaction and he's actually done buildings for Bank of North Georgia and he had the relationship. So, anyway, he spear headed that and said that they would be willing to discuss it when the time is appropriate. When Oliver saw this on the zoning... and that is something that he would address, he would love to have. It is 100 percent beneficial to Oliver and it is zero beneficial to the Bank of North Georgia. The only place, if one goes out and walks the property, his property line starts about half way maybe more than half way towards SR 9 where it first intersects their property. If one picks any parking space to eliminate and create a driveway, it funnels right into their drive through lanes. There is a way that one could make it work but it would be a pretty big, it would be pretty cumbersome to them.

But to further answer Chamberlain's question, Oliver stated that he did speak to them directly last week or a couple of weeks ago when he saw the zoning condition to kind of reacquaint, re-familiarize the conversations and he didn't say, "heck no." But he also didn't call Oliver back like he said he would. Oliver does not think it is unreasonable to ask them to sit down and talk. But he thinks as was alluded to, he would pull the zoning application if it was a condition of getting a business license. He can't make another property owner do something and agree to it and the hammer....he would love to have Townsend's hammer make him do it. But he does not want to be sitting there with a tenant ready to open because they don't have a business license or boycott his property because he has to have a driveway before he can open. That is unfair.

Susan Baur stated for clarification that it doesn't sound like a driveway has to be there, it is just that the agreement has to be in place. Is that correct? So it doesn't sound like the actual interparcel access has to be physically in place. Just the agreement has to be. Oliver stated that has down 10s and 20s of interparcel accesses. He has had some that take two years to get done. Just to get it on paper and motivate the person, educate them or finally succumb to paying for everything and showing how it works and doing the traffic plan. They take a long time to get done if they make sense and everybody wants to do it.

Cheryl Greenway stated that David Oliver said that he went before the Design Review Board to get the paint color approved. Did he at that time have any discussion with the DRB or did they bring up anything about seasonal plantings? David Oliver stated that he was not at the actual meeting, his son was. But he didn't get any comments back that they asked about the flowers. There is a flower bed at the base of that existing sign and then there is a flower bed right in

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the front of the building between two parking spaces. They are probably going to do something more in line with Smerge's property and the Bank of North Georgia. Both have pretty grand entry features. That is something that Oliver would like to do at the appropriate time.

Susan Baur asked the Commission if they wanted to have a discussion, go down the list of conditions.

Sarah Winner stated that on the conditions that have been proposed by staff, she would offer that perhaps they delete no. 1, which defines how much space can set up for a restaurant and let his market conditions decide whether he wants to do the whole building or not. The parking spaces, as Cheryl Greenway pointed out, would dictate basically what he is able to do there.

The seasonal plantings have to be reviewed and approved. Winner just has a problem with anybody having to go to the Design Review Board for a planter that is six feet long and a foot and a half wide. She thinks that one should be deleted. If Oliver doesn't plant in it and he leaves it empty it is going to look ugly, it is going to affect his ability to market his building.

No. 3, the owner should be required to have an interparcel agreement in place before getting his business license Winner thinks is unacceptably harsh as far as allowing him to start generating revenue from that building. She thinks it might be fair to say that the Commission would want him to initiate the discussions, which he already actually has based on the conversation. Winner does not know how the Commission might want to suggest to strengthen that. She guessed that she might be inclined to remove that as well or convert it to that the Commission would like them to pursue it. But still that it is on the record that they think it is a positive thing.

No. 4, the existing ground sign must come into compliance. Winner thinks they can leave that there. That is actually already something that is going to have to be done anyway. It just makes it more visible that it has to occur.

No. 5, the verbiage would be changed instead of no alcohol beverage store to no liquor/package store will be allowed on this site.

The sixth one, at least 50 percent of the building shall be devoted to office/professional use. Winner would recommend deleting that one as well.

Susan Baur stated that she had a question about no 2. She asked Brad Townsend if that was standard operating procedure that seasonal plantings be reviewed...Townsend indicated that it was not standard operating procedure.

Baur stated that she thinks she agrees at this point 100 percent with what Sara Winner has said that they delete nos. 1, 2 and 6. Number 3, the first sentence,

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she is fine with the owner/developer shall be required to review the possibility of an interparcel access with Bank of North Georgia but then deleting the second sentence. And then leaving no. 4 about the grounds and No. 5 about no package and revising the language that no package or liquor store be allowed on this site.

Cheryl Greenway stated that she agreed with what all has been said. The only thing she would ask is of Brad Townsend. Is there anything else he might want to put into no. 3 in place the requirement before the business license? She thinks he can see that the Commission is having a problem with it holding him back. She could see if he wanted to have that Oliver provides a copy of the letter he sends to Bank of North Georgia indicate that he would like to talk to them about interparcel access. Something showing that he has something in writing where he has contacted them and is trying to negotiate something out. She does not feel that it is right to hold him up from getting any business licenses because she could see where this could take a long time. Even if the Bank of North Georgia said they agreed they would have to work out the details.

Brad Townsend agreed.

Greenway stated that if there is something else that Townsend would like to put in there. Townsend asked Greenway if she wants to put an outside date. Greenway stated that she really didn't lock him into a date because they are dealing with a third party they can't control. If they want to go with a letter of concept, she can see that before a business license because he could go back to his office tomorrow and write a letter and have complied with it. Greenway does not see that that would hold him up. Townsend asked Greenway if she wanted to do a third or a fourth occupancy before one could occupy 50 percent of the building.

Sarah Winner suggested that they change it to something that before he precedes that the zoning director initiate a meeting or something with the two parties to verify...she is just looking for a way where if Bank of North Georgia plays hardball, poor Mr. Oliver does not get stuck without being able to earn money on his building. Whatever burdens, as far as him proving that he has contacted or he feels confident that he has talked to someone who said they are willing to do this or the zoning director verifies that the bank is willing to do that. The zoning director must see that there is progress occurring toward making this happen in a reasonable time frame if Bank of North Georgia says that they will do it. Winner does not want the burden for Oliver to be that a third party who has no benefit really or limited benefit and costs is holding up his ability to do business here.

If Townsend has a suggestion that he can offer for that now to include in this. Winner is wondering if that should almost be some kind of a form thing that they do where Townsend somehow verifies that these two parties have talked and in his judgment they do want to make this happen. There is a time line. Winner

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agrees that it is right to push the interparcel access, she just does not want to jeopardize Oliver's ability to earn money in the process of that agreement happening.

Susan Baur asked Townsend if they could add something in there about the zoning director having a meeting between the two parties. Does he want to put that in there?

Brad Townsend stated that that does not need to be put in there as a condition or part of the condition. That is going to happen in the normal practice of this moving forward. He thinks what they all are looking for... he has understood their concerns. He needs to check with Roswell's own legal counsel that they will be on good legal ground. At this point the second sentence should probably be removed. He would recommend that the second sentence be removed and that the review of the possibility be left in that gives him the opportunity to bring the parties to the table. That way there is no leverage on his part and Oliver is able to occupy the building in any manner whether this happens or not.

Susan Baur stated that if Brad Townsend finds with his own investigation or discussions with legal that there is some verbiage that would be of assistance to improving things without being a burden to Oliver, he can present that to the council when he presents this, can he not? Townsend stated that he could.

Bryan Chamberlain stated that he agrees with all that has been referenced in terms of modification and elimination of the various items and maintaining the ones that they have enumerated. He would recommend in deference to the Drake House that there be a condition placed that no adult oriented retail or service establishments be allowed. He does not mean to belabor the point but they have had that occur along Holcomb Bridge Road in unknown ways and there was just a raid three weeks ago on a massage parlor within four doors of Chamberlain's business office. So in times of tight retail, trade/retail business establishment it wouldn't be appropriate to have one of those businesses but it might certainly be revenue that would entice the establishment of that business in an around about fashion. Not that Oliver would ever pursue that but Chamberlain didn't think it would happen in the business building next to the one that he is in.

Brad Townsend stated that if the Commission feels that is appropriate, that is an appropriate condition to add. It is kind of like belts and suspenders. They currently do not allow it in a permitted use but this permanently puts in on the zoning and future owners of the property.

Sarah Winner stated that it was not allowed in C3. Her question to Chamberlain is the building that they have had the issue with, is it a C-3? Bryan Chamberlain stated that he could not speak to the building that it is allowed in but he does know that as Brad Townsend read through both on health spas and on personal service facilities that there are still loopholes that could be utilized to slip one in.

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Sarah Winner asked David Oliver if he would have any objection to the Commission, just for clarification sake putting a restriction on adult oriented....she asked Brad Townsend if they were going to get into any legal trouble by saying stuff like that. Townsend stated that they would not. Winner inquired if the Commission put a condition in that there be no adult sexually oriented...

Bryan Chamberlain stated adult oriented retail or service establishments.

Sarah Winner asked David Oliver if that would be acceptable to him. Oliver stated that he thinks they need to be more explicit. Adult oriented might be a wine bar. Whatever the Commission wants to exclude, he knows what they want to exclude. He thinks it needs to be very, very specific otherwise one gets in trouble 10 years from now.

Cheryl Greenway stated that she tends to agree a little bit. From the earlier discussion they had, she thought it was clarified that based on the zoning one could not have one of those type places. She does not feel that they have to specifically list it and in concerns her that if they specifically list that, does it open it for other things. Because now they are saying that it is zoned that it can't have it, but now they are putting a condition that it can't have it. She thinks that it muddies the water.

Bryan Chamberlain stated that in deference to Cheryl Greenway's comment, going back to what was read and if he wants to read it again...personal service establishments did not exclude massage parlors. But in fact that was an allowance.

Brad Townsend stated that the clarification that Chamberlain is asking for is the definition of personal service does have a category of massage establishments. It has reference back into the code that it is considered a personal service. If that is a use he would recommend not be included in this location, Townsend recommended that the Commission include that as a condition prohibiting massage establishments identified as personal services prohibited for this property.

Sarah Winner asked if that would not bar someone who just wanted to open a legitimate massage place like Spa Sydell or something like that. Brad Townsend stated that if they would meet the standard massage definition he thinks the city would probably allow them as a permitted use. It would then clarify that the non-standard massage locations would not be allowed.

Cheryl Greenway asked Brad Townsend how does one make that clear with the condition that they are putting on there. If they just say massage parlor, does that not incorporate a Spa Sydell or a hair salon place that wants to also offer

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massages? A lot of them do hair and nails and then they do facials and other massages.

Sarah Winner stated that she was looking in Chapter 10. She is trying to find the definition of adult businesses. The definition in Chapter 10.6 looks pretty vague to her and it is pointing back to Chapter 4.

Brad Townsend stated that was Chapter 4 of the code, not of the zoning ordinance.

Sarah Winner asked Townsend if there is some way that they would know what the exact definition of an adult business is. Would it include a massage parlor that is sexually oriented? Townsend stated that it would. It is pretty clear, it is pretty lengthy too.

Winner stated that maybe in fact that this was near what Bryan Chamberlain was referring to may in fact be zoned industrial or something. Light industrial? Brad Townsend stated that it might be. He does not know. Jackie Deibel did not know either. Winner clarified that if it is zoned C-3, that business probably should not have been allowed to be in existence there and if it is zoned I, it has permission to be there. So, do they even need to address it with this particular building? Brad Townsend stated that they do not.

Susan Baur called for a motion.

Motion

Sarah Winner made a motion that the Commission moves to approve RZ10-07 with the following conditions:

1. Condition no. 3, the owner/developer shall be required to review the possibility of interparcel access with the Bank of North Georgia.
2. Condition no. 4 from the list, recommend by staff. The existing ground sign must come into compliance and/or be rebuilt/relocated in compliance with the existing sign regulations prior to the issuance of any business license.
3. Condition no. 5 from staff, no liquor/package stores will be allowed on this site.

Susan Baur asked if there was a second to Winner's motion.

Cheryl Greenway seconded the motion.

The motion was approved unanimously. This will go forward to mayor and city council next month.

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David Oliver stated that with regards to the sign, is there a way that they can avoid the issuance of a business license tied to the completion of it. He will be proactive. He will come to the staff and they will design a sign.

Susan Baur asked if it is appropriate for the Planning Commission to...

Oliver stated that if he has someone that wants to move in in 30 days, he is not going to have it done in 30 days.

Susan Baur stated that she understands what Oliver is saying.

Oliver stated that he would take a time limit, he would take a hammer, he would take some outside....

Susan Baur stated that based on what they tell me then she will ask Oliver what he would suggest. But after the Commission has already voted, Baur asked what is their procedure at this point. Do they make a motion to revise the motion?

Brad Townsend stated a motion to reconsider should be made by someone on the prevailing side.

Susan Baur asked David Oliver to make a suggestion on what he thinks would be appropriate as far as making sure that the sign transition occurs but not necessarily tying it to his ability to get a business license. Obviously the Commission does not want the sign to be done five years from now.

David Oliver stated that 180 days from council approval would be acceptable.

Motion to Reconsider

Sarah Winner made a motion to reconsider the previously approved motion and that they revise condition no. 4 to state that the existing ground sign must be brought into compliance or relocated elsewhere or redesigned somewhere else on the property to be in compliance 180 days from council approval.

Cheryl Greenway seconded the motion to reconsider.

The motion to reconsider was approved unanimously. The item will go to mayor and city council next month.