

BOARD OF ADJUSTMENT MINUTES

APRIL 26, 2017

The Board of Adjustment of the City of Norman, Cleveland County, Oklahoma, met in Regular Session in Conference Room D of the Norman Municipal Building A, 201 West Gray, at 4:30 p.m., April 26, 2017. Notice and agenda of said meeting were posted in the Municipal Building at the above address and at www.normanok.gov/content/board-agendas at least 24 hours prior to the beginning of the meeting.

Item No. 1, being:

CALL TO ORDER

Vice Chairman Curtis McCarty called the meeting to order at 4:33 p.m.

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Item No. 2, being:

ROLL CALL

MEMBERS PRESENT

Brad Worster
Curtis McCarty
Nils Gransberg
James Howard

MEMBERS ABSENT

Andrew Seamans

A quorum was present.

STAFF PRESENT

Susan Connors, Director, Planning & Community
Development
Wayne Stenis, Planner II
David Woods, Oil & Gas Inspector
Leah Messner, Asst. City Attorney
Roné Tromble, Recording Secretary

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Item No. 3, being:

APPROVAL OF MINUTES OF THE MARCH 22, 2017 REGULAR MEETING

James Howard moved to approve the minutes of the March 22, 2017 Regular Meeting as presented. Brad Worster seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS

Brad Worster, Curtis McCarty, Nils Gransberg, James
Howard

NAYS

None

ABSENT

Andrew Seamans

Ms. Tromble announced that the motion to approve the March 22, 2017 Minutes as presented passed by a vote of 4-0.

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Item No. 4, being:

BOA-1617-28 – BARON EXPLORATION COMPANY REQUESTS A VARIANCE TO THE REQUIREMENT TO HAVE A WAIVER FROM ANY LANDOWNER OF A DWELLING, BUSINESS STRUCTURE, CHURCH OR SCHOOL WITHIN 600 FEET OF THE WELL BORE FOR PROPERTY LOCATED OUTSIDE OF CITY OF NORMAN JURISDICTION, FOR PROPERTY ADDRESSED AS 9551 E. ETOWAH ROAD (NEAR THE NORTHWEST CORNER OF 96TH AVENUE S.E. AND ETOWAH ROAD).

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Location Map
3. Application with Attachments
4. Protest Letters

PRESENTATION BY STAFF:

Ms. Connors reviewed the staff report, a copy of which is filed with the minutes. Staff does support the variance as requested because adequate notice has been provided and no opposition has been registered with the City from those property owners with habitable structures outside the city limits but within 600 feet of the drilling location.

PRESENTATION BY THE APPLICANT:

Jack Dake, Baron Exploration Company – When the ordinances were drafted, Baron was a part of that, and none of us thought about the consequences of ordinances adjacent to the city limit boundary lines. So there was no provision for saying in the ordinance that things that reached out and reached across into Slaughterville, Noble, Moore, and Oklahoma City that obviously they don't apply – that's just not in the ordinance. It is State law – that's called extraterritorial – it's statute that you can't do that as a city. It's case law that you can't do that as a city. No city can do that. Just as Moore can't reach into Norman and tell people in Norman what kind of fences they have to have or things like that. The one thing that was additional on this ordinance is the ordinance requires a waiver in a recordable format to be recorded against the property that the waiver would apply to. So what was additionally created here, besides the extraterritorial concept that staff has already brought up, and in the report it mentions that the recorded ordinance would be a Norman ordinance filed against a Slaughterville property, which would create, at this time, an unsolvable title cloud. No one looking to loan money on the property, for example, or trying to sell property would know what other claims or what claims Norman would have on that property. So it would create a title cloud against marketable title. So that was another reason for the waiver.

AUDIENCE PARTICIPATION:

Randy McHughes – I'm representing my dad. He owns the property that surrounds it – the house right here – 9401 Etowah. We're not against drilling a well, but we are a little concerned because it's pushed pretty close to our property up there. And the fence lines that are there are not necessarily the property lines. So we were wondering if it would be a detriment to our property for future use. Another thing that crossed my mind is just the water wells – that kind of thing, if there's any issues with that. That's basically our concern is it have a detrimental impact, because I've understood it's like it would cause a setback away from that – it looks like they're trying to get as close north as they can get. I was understanding that, to do that, so they could slant the well over to the other side. I was just wondering what the setbacks would be from the property line for if they do a producing well – if it's pump jack and storage tanks, that kind of thing, how far it would be away from the property line and would they be going to do a survey of the property.

Mr. Dake – I wish I'd had the opportunity to visit with you before. Could have answered a lot of those questions. Unfortunately – we would love to be farther south, but we can't be across the street there because of the housing addition. There's a high-pressure pipeline that cuts through that angle there – if you're familiar with the property – and we're as far south with the well bore as we can work out with the pipeline company. That's a high-pressure line and there are a lot of rules that pertain to that. You're looking at it as we're far north, while we're looking at it as we got as far south as we could, because we're drilling south. So we don't want to drill extra feet. So that's the location concept there. Also for water, there's 23 wells drilled within a mile radius – oil and gas wells that have been drilled, and this dating back to 1945. There are about 1,070, I believe it is, something like that, plus or minus, oil and gas wells drilled in the city limits of Norman. There is no subsurface or surface water issues relating to oil and gas wells. I could go into that. I don't think the Board needs to spend their time on it. Good questions, and glad that we had an opportunity to answer them.

Mr. McHughes – The only other thing is would you – did you consider – I know there's a cemetery south of there. Did you consider coming from that direction?

Mr. Dake – Trying to get down by the cemetery? Believe me, we've looked all around. Where we need the well bore to bottom hole is critical to where this well drills, and that's the shortest distance. It's the distance that works for the type of rock – the way the rock lays in there to make it the safest way to drill a well. We've spent about a year looking – working on the location there to make sure we got the best location possible.

Mr. McHughes – And where is it you're going to try to bottom at?

Mr. Dake – Essentially in the middle of northeast quarter of Section 28, which is the Cedar Hills Addition there on the south side of Etowah. It's almost in the center. It's off the map where we want to bottom hole, but it's just off that map to the south.

Mr. McHughes – So how far would you have the tanks and the pump jack – if you made a well, where would they be positioned from the property boundary up there?

Mr. Dake – They are positioned as agreed upon – they're at the well site.

Mr. McHughes – So how far is that from the north property line?

Mr. Dake – It's going to be pretty close to the well bore. I mean, you want the tank batteries and stuff pretty close and also the location shrinks down after you drill the well.

Mr. Gransberg – Is there any way you guys could provide a drawing to them.

Mr. Dake – Actually, that's in the map here. It's 113' from the well bore to the property line. Let's see, did they do property or fence on this? I think they did property, because we had the previous calls of the property. So the tank battery is going to be between the north property line and the well bore. And that's, again, because of the pipeline. Really that's a matter not for the Board; we can discuss this afterwards.

DISCUSSION AND ACTION BY THE BOARD OF ADJUSTMENT:

Mr. Gransberg – I think this one seems to be pretty straightforward.

James Howard moved to grant the variance as requested. Nils Gransberg seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS	Brad Worster, Curtis McCarty, Nils Gransberg, James Howard
NAYS	None
ABSENT	Andrew Seamans

Ms. Tromble announced that the motion, to grant the variance as requested, passed by a vote of 4-0.

Mr. McCarty noted that there is a 10-day appeal period.

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Item No. 5, being:

BOA-1617-29 – STEPHENS & JOHNSON OPERATING COMPANY REQUESTS A VARIANCE FROM THE REQUIREMENT TO INSTALL FENCING AROUND THE OIL WELL AND PRODUCTION FACILITY FOR PROPERTY GENERALLY LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 2 WEST (SOUTH OF TECUMSEH ROAD BETWEEN HOLLISTER TRAIL AND PALOMINO WAY IN MONTECITO RANCH ADDITION).

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Location Map
3. Application with Attachments
4. Photos
5. Support Map and Petitions

PRESENTATION BY STAFF:

Ms. Connors reviewed the staff report, a copy of which is filed with the minutes. Due to administrative guidelines and the filed agreement, staff is not able to support the request.

PRESENTATION BY THE APPLICANT:

Josh Mathiesen, Stephens & Johnson Operating Company – This subdivision was put together in 2006 and this well was drilled in 1957 and has been there for several years producing. At the time of the development, the developer and Stephens & Johnson had a discussion about what type of fence we wanted to put around the facilities. This is a very nice subdivision, some nice homes in there, and the developer thought it was a good idea, and I believe there were even some homeowners at the time that had purchased some of the lots that made their voices clear that it would be nice to have a stockade fence to look at, as opposed to a barbed wire fence. We wrote the agreement up and inside the agreement it does say that we were going to put a chain link fence, and that's part of the reason why there's a little bit of issue with this. But we spoke to the developer and decided to go with a stockade for aesthetic purposes and for the most appealing and pleasing for the entire neighborhood. It is 6' stockade fence. It's maintained and it is locked with "no trespassing" signs. At the time of the oil and gas ordinances in 2006, it did meet the requirements of the ordinances in 2006, which stated to have a fence that was impregnable to children, livestock, wildlife, anything of that nature, which indeed it is. Like I said, there's a locked entrance, so we do our best to maintain it and we do share back yard fences with these property owners. So it's a big concern. We went above and beyond and notified some of the owners in the nearby area – actually went out to 600' and notified everybody within 600' radius, and overwhelming response was that they would like to keep the stockade fence. We're requesting that we get a variance to this rule. I think it meets all the requirements of what a fence should do to keep children and trespassers out – wildlife, etc. – animals, and it's much more pleasing for this neighborhood, which was developed around the well that was in existence.

Mr. Worster – So you've been maintaining the fence since the development was put in – pickets fall off and chain link is more durable than a wood fence would be.

Mr. Mathiesen – We're doing the best that we can. It's just like any homeowner – if something is falling over, we try to get on it. For the most part, it's durable and it's withstanding – I mean, if people want to get inside a chain link fence, they're going to get in a chain link fence. You just need a pair of cutters, or you can climb the fence, or whatever. And the same thing with a stockade fence. But we're doing our best to keep everything on. It's a fairly large facility area.

It covers almost a half acre or something like that – maybe a little bit less. There's quite a bit of fencing there. I guess I'd be lying to you if every picket was perfect and sturdy but if we found something or were notified of anything, we'd get on it as quick as we could.

Mr. Worster – How often do you have somebody on site?

Mr. Mathiesen – Daily.

Mr. Worster – I can understand why the neighbors would prefer a wood fence over a chain link one. Are those wood posts, I'm assuming?

Mr. Mathiesen – No, they're aluminum posts in concrete. And then runners with, I believe, 2x4 runners.

AUDIENCE PARTICIPATION:

Derek Bradley, 3360 Palomino Way – This fenced in area, I guess it encompasses a little bit of my property. My property line actually goes out here. There's a fire hydrant here, and it cuts diagonally to this corner here, so this area is fenced in. This is one of the problem areas of it. To say the fence is maintained properly – I can't say that, but it's not horrible. I've got some pictures I emailed Wayne – I don't guess they came through on email. It is missing some pickets here and there. The fence itself is not up to HOA standards. We require capped and trimmed, but I don't know if that was in the agreement early on whenever they signed that with the developers. But the poles – we don't have a problem with the poles – they're good – sturdy – concreted in. But the wood itself needs to be either replaced or several of the pickets need to be replaced. Those that are not missing, and already swinging, can be pulled off pretty easily. So it's just in poor repair right now. The other issue – and a chain link fence would not necessarily improve this, either – but the water runoff is a big issue with the whole. It just doesn't drain properly. Aesthetically, though, we want to keep the stockade fence. So my question for the Board was what is the requirement for the distance around the operating area that you want fenced off? Because my understanding was that the fenced off area needs to be around the dangerous equipment area, not necessarily the entire facility. So I initially thought that this was a requirement to comply with both the agreement with the developer and the requirements of the City, not a waiver ...

Ms. Connors – This is not a waiver. This is a request to fence this in a different manner than the ordinance requires. Now the ordinance would allow that the well head and the tanks be fenced separately, but it's still chain link, six feet high with three strands of barbed wire. And if they did that, then they wouldn't need the other.

Mr. Bradley – Except for the agreement with the developer.

Ms. Connors – Except for the agreement. When Stephens & Johnson applied, they were asking to keep the situation as it exists now.

Mr. Bradley – We don't get surface lease payments or anything like that, even though we own that property. There's no guarantees of that.

Ms. Connors – Really the only thing the Board is here to decide is if the fencing can remain the way it is.

Mr. McCarty – So we don't have a copy of the agreement between the developer?

Ms. Connors – We do.

Mr. McCarty – So we have some support for this. I'm hearing a little bit that it's not being maintained the way it should be. Then it sounds like there might be some other issues with the fence. Does the agreement that is in right now specifically get into the details of the fence? And is that really ...

Ms. Messner – Pertinent to your decision today?

Mr. McCarty – Yes. I don't know that it's really pertinent. But the fence needs to be maintained.

Mr. Bradley – That would be regardless of chain link with barbed wire or a stockade fence. Right? That needs to be maintained.

Ms. Bradley – We would prefer not to have chain link, because that's literally our back yard.

Mr. Bradley – And my friend Celestine over here has a lot more land back there – about the same proportion of his back yard with it. This is Celestine's and he's here. He has about this much. These folks here – I know they've had a lot more dealings with you all with the noise abatement and things like that. That's why they put in this deal here. But in high wind areas at times that door flops around and causes more noise than I think what it's supposed to make.

Mr. McCarty – So I guess, just for discussion purposes, really our decision – for them to get with the oil and gas company and the developer, we don't really need to be in that discussion as far as the fencing – if it meets the requirements and it's in poor disarray, they're supposed to fix it. Right? We're really just looking to see if we're going to make them abide by the new ordinance or do something different.

Ms. Messner – Right. My thought would be on, if you all decide to go the direction of allowing the stockade to remain, would be to say in there so long as it stays in good condition. Put something in it where the oil and gas inspector can then go out and say this fence is no longer in compliance with the determination the Board of Adjustment made and work it through Code Enforcement mechanism that way.

Mr. McCarty – I suppose all the homeowners that abut this have his phone number or some way to reach them if the fence goes down that they can address.

Mr. Mathiesen – There's a sign posted on the west side that has the direct line to our company. If they don't have my cell phone personally, they can get ahold of me there.

Mr. Howard – The other thing I wanted to throw out there for discussion is, understanding that three strands of barbed wire on top of the chain link is really the greater deterrent over somebody trying to scale the fence and get into the area, and I understand that we've got some trees that are located near the fence that would make it easier to scale that fence, but I also understand that you have pipe posts – is it something that we ought to be considering from a safety standpoint that we go ahead and add the three strand barbed wire on top of the stockade fence?

Mr. Worster – From a safety standpoint, barbed wire probably is a cost effective safety – even though that's a thousand feet of perimeter.

Ms. Bradley – Are you having issues with people getting into the area?

Mr. Mathiesen – No.

Mr. Bradley – I would be opposed to the barbed wire, though, being over the stockade fence. Even if it was a chain link fence, I would be opposed to the barbed wire part. We just don't want to live like we have a prison in our back yard.

Mr. McCarty – Well, we have an ordinance that is passed through so we've got to abide by that for safety issues on these. So that's all we're talking about really today is fencing.

Mr. Bradley – If you will require the chain link, though, could it not be required just around the pump jack and the tank battery, not around the entire facility?

Mr. McCarty – It's possible. I don't know – what is the actual requirement for distance around?

Mr. Mathiesen – The State of Oklahoma has a statute that grants us 125' radius around the well head, and we need that for workovers, rig completions, and several maintenance. So, regardless if we fence that well head off and that tank battery, we're still going to maintain that entire 125.

Mr. Bradley – Right. And that's perfectly fine and well, as long as the chain link and barbed wire isn't out there to that.

Mr. Mathiesen – But it would be is what I'm saying.

Mr. Bradley – And that's what we're opposed to as homeowners.

Celestine Njoku, 3330 Palomino Way – I'm directly behind the wells. As a matter of fact, I want to thank the City of Norman because I had very difficult time refinancing my house because of this oil well, which I didn't even know before we moved in there before we finish our house. Because FNMA consider that to be a hazardous site and City had to intervene and write a letter to allow that to continue. I spent almost two months to get that through. I guess some of my questions have already been asked here, to see how much space is needed by the City as for the requirement within the fence and the well itself, because 30% of my land is inside that fence. I don't want to see that big fence far away from the oil well. And if they're thinking of the iron fence as opposed to the one that's there now, are they going to maintain the same distance, because if you allow them to change what is there now, that means by our own ordinance – the homeowners' ordinance – we, the homeowners, will have to fence that area, too, with a wooden fence, so we would have two fences there. That was the condition that is sent out to remind us that, if we oppose what is there now, we, the homeowners, will be required to put a wooden fence there. Well, if that is the case, that means we are encroaching into the only space we have in addition to the fence that's already there. So, to me, that kind of raises a new problem. So I was wanting to know if we do know how much space is needed or requirement by the City ordinance, couldn't we have the fence provide inside what is there now? Does anybody know?

Mr. McCarty – I think what you're saying is leave the wood fence up and then the new chain link barbed wire would go inside of the wood fence.

Mr. Njoku – Yes. Exactly. If that is the minimum requirement for safety.

Ms. Connors – Well, what they're asking for is to leave the situation as it is today. So there are other choices that they could have made, but the request that they made is to not require any chain link fence and three strands of barbed wire, whether it's around the well head, the tank battery itself. They want to leave the situation as it is. And this agreement does state that there can't be any construction within that fenced area. So even if those are portions of those people's lots, this agreement identifies that there can't be any structures built within that area.

Mr. Worster – Is that agreement with the association? Who are the parties of that agreement?

Mr. Mathiesen – Stephens & Johnson and the developer, Spinning Spur. It was prior to – the homeowners association didn't exist when we were building that. They came later when there was a neighborhood there. So to answer his question earlier, we didn't abide by the homeowners because there wasn't one.

Mr. Njoku – I guess, again, are they required to have that much room – that much space?

Mr. McCarty – The issue is when you bought your property, probably, that was already platted on your property to be there, and that's really not what we're here for today. So when you bought your property, I would assume that the land was marked out where that well and where the fenced in area would already be on the plat. If that wasn't disclosed to you, that's not what we're here for today. That's a different issue. And the fencing there is really – the issue is the fencing requirements changed this past year, so all the oil wells and sites in the City of Norman have to be brought up to that new requirement, and that's why we're here today, is all the oil well companies have to abide by that. So that's what we're really here to discuss today, is the fencing. But I understand your concerns, but we can't answer all your questions. We don't have those answers. Does that make sense?

Mr. Njoku – Yeah, it does make sense. But the petition that was sent out to homeowners was to say either have what it is now or you are going to have iron fence and, in addition, you will be required to have the cost to put in a new fence of your own to cover that iron fence. That is that petition. Okay? So, you know, do they not consider to have both, what is there now and a smaller fence inside there. That is my ...

Mr. McCarty – The fence requirements are six foot chain link with three strands of barbed wire on the top. That's the new requirement around sites like this. So if they were to abide by that, you would still see the barbed wire above this six foot stockade fence, even if they went inside of it. We've been addressing all of these within the City of Norman for the past six months or longer. So we've been addressing this throughout the City – every one of the well sites that is not fenced appropriately has come before the Board of Adjustment asking for a waiver like this.

Mr. Howard – But the overall location is not under consideration.

Mr. McCarty – It doesn't sound like it. But we don't have the plat here and I don't really think that that's what we're here for today. That would be something they would need to work

amongst themselves with the oil and gas company.

Mr. Mathiesen – Our agreement is filed of record in the County, and it was surveyed metes and bounds as far as the excess on there. That well was in existence with that property outlined prior to the first – so you'll have to speak with the developer on that, because that was the agreement that you guys made. I'm not trying to dismiss what you guys are saying on this. The issue today is whether we want to completely remove the stockade fence and put up a chain link and barbed wire, because that's what the City of Norman's oil and gas ordinance has required, or keep the existing stockade fence the way it is and save everybody the economic hardship and be more aesthetically pleasing.

Ms. Bradley – I agree. And we just talked as neighbors and that's what we wanted to do was to keep the wood fence, because it is a lot nicer. But if you are granting permission to keep the wood fence, then could you move it in is what he's asking.

Mr. Njoku – Yes. Could you move it in? That's my question.

Mr. McCarty – Just to keep us moving along, appreciate your time. We'll address this. Is there anybody else in the audience that would like to address us? Okay. Thank you.

DISCUSSION AND ACTION BY THE BOARD OF ADJUSTMENT:

Mr. McCarty – Some of you weren't here, but we've had a number of these before us this year. And what we had – just to stay consistent – we don't have to do this today, but we had made recommendations for waivers on these until 2018, I believe, December 31.

Ms. Connors – This is a little different, though, because they have an existing fence and they're asking to keep it the way it is. So you're not being asked to waive a fencing requirement at all. So I think, in this case ...

Mr. McCarty – So they're asking for either to keep it or nothing? Is that what you're saying?

Ms. Connors – They're asking to keep it this way, and if you say no, then that means they have to fence it another way.

Mr. Howard – It is similar, in the sense that, if they had no fence at all, which in all intents and purposes a stockade fence does not meet that requirement, so it is no fence – there is no "fence". And we're actually basically offering the same thing, I think, if we go with the 2018 discussion. Am I following you there?

Ms. Connors – That doesn't make sense in this case, because in 2018 what are we going to do? In the other instances, they may have to fence it then. In this case, we'd be back here asking can they keep the stockade fence.

Mr. McCarty – But we could say by 2018 that they need to comply with the barbed wire and the chain link, and if they decide to put it inside the wood fence, then that would be their choice. Right?

Ms. Messner – Or reevaluate the condition of the stockade in 2018.

Mr. Worster – But the ordinance requires not a fence that big.

Ms. Connors – That is correct.

Mr. Worster – I mean, they could do a chain link six foot fence with barbed wire around the tank battery and the pump jack and leave the entire perimeter fence that would be an agreement with the neighbors. So neighbors don't have to have barbed wire on their back yard. He doesn't have to do a thousand feet, or whatever it is – I'm only guessing. Sounds like maybe the more cost effective thing. Then the maintenance of the exterior fence would become moot, if they came in compliance with the minimum fence requirements by 2018.

Mr. Gransberg – Essentially we give them some time for them to make the decision on how they're going to move forward with this. They can decide how they want to narrow the fence and they can come to an amicable agreement with the homeowners. Then we can review it at the end of 2018. But, in the meantime, though, I do think we need to have a rider in there about maintenance of the existing fence.

Mr. McCarty – Which is probably already in place, I would assume.

Mr. Howard – In the original agreement – is that what you're saying?

Mr. McCarty – Yeah. I'm being told that there is something in place already that says how it's supposed to be kept up. I don't know if that's done or not, but it sounds like that's in place already.

Ms. Messner – That would not be something the City would enforce.

Mr. McCarty – So who would enforce that?

Ms. Messner – The homeowners, or the parties to the agreement would be the ones that would have standing to enforce the agreement.

Mr. Gransberg – For safety purposes, we need to have ...

Mr. Howard – The City's inspectors need to have the ability to point to something directly and say this is non-compliant.

Mr. McCarty – I understand what they're trying to do for a wood fence. I have another concern that you can't see what's inside there. So if a kid gets in there, or somebody gets in there, you're completely blocked from the view of being able to see safety issues. So that's another concern I have. To be in compliance, all they would need to do – they could leave the wood fence up and they could fence off with chain link and barbed wire around the tank batteries and the pump jack, right? And they would be in compliance.

Ms. Connors – Yes.

Mr. McCarty – So a smaller area. They wouldn't have to do the whole outside.

Ms. Connors – That is correct.

Brad Worster moved to grant the variance until December 31, 2018 to bring the site into the minimum compliance standards of the ordinance. Nils Gransberg seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS	Brad Worster, Curtis McCarty, Nils Gransberg, James Howard
NAYS	None
ABSENT	Andrew Seamans

Ms. Tromble announced that the motion, to grant the variance until December 31, 2018, passed by a vote of 4-0.

Mr. McCarty noted that there is a 10-day appeal period before the decision is final.

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Item No. 6, being:

BOA-1617-30 – DAVID CADDELL CONSTRUCTION, INC., ON BEHALF OF KEITH AND CAROL REAMES, REQUESTS A VARIANCE OF 4% TO THE 40% MAXIMUM BUILDING COVERAGE REQUIREMENT FOR PROPERTY ZONED R-1, SINGLE FAMILY DWELLING DISTRICT, LOCATED AT 806 SOUTH LAHOMA AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Location Map
3. Application with Attachments
4. Resolution No. R-1617-98 with Attachments

PRESENTATION BY STAFF:

Mr. Stenis reviewed the staff report, a copy of which is filed with the minutes. Staff supports the variance as requested. It should not have a negative impact on the owner, neighbors, or general public. We did not receive any filed protests.

PRESENTATION BY THE APPLICANT:

Keith Reames, the applicant – It's a great house, built in 1920. A lot of the internal problems – the previous owner was 93 years old, lived there for 57 years, maintained it like a 93 year old would. Look at the bathrooms there. That's a kitchen, to give you an idea what the kitchen looks like. That's the hall bath. This is the current master bath; it's the size of this desk. All we're going to do is kind of move this back wall out here and give us decent access to the basement, where you don't have to get down on your hands and knees to go into the basement and maintain things in the basement. That's the garage; the garage is a wreck. The bones of the house are great. It just needs a little TLC. Like I said, it's been maintained by a 93 year old man. He was kind of a do-it-yourselfer, raised in the Depression, cut a lot of corners. We're going to try to make it right so it can be enjoyed for many years to come.

Carol Reames – I would like to say that there's a carport off the garage. We're going to take that off. There's a shed in the back and we're going to take that down. So both of those existing structures will come down.

Mr. Howard – Am I hearing that, by removing those two structures, you're basically trading off some area there of coverage?

Dave Boeck, 922 Schulze Drive, the architect – Well, that gets into the whole question of coverage by building. In my calculations, I had 41.3% building coverage but 55% total coverage with paving. But if we take that carport out and that paving there, we're increasing it down to 49% or something like that. The intent was to create a place that was accessible, and you saw that bathroom which was basically a hallway turned into a bathroom. So by adding a bathroom that's accessible and a kitchen that's accessible we added square footage, but we kept the intent of the overall coverage.

Ms. Reames – I would like to say that part of the reason we hired David is because he's an aging in place specialist, and it's our intent to stay in the house until we are not capable of staying.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE BOARD OF ADJUSTMENT:

Nils Gransberg moved to grant the variance as requested. Brad Worster seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS	Brad Worster, Curtis McCarty, Nils Gransberg, James Howard
NAYS	None
ABSENT	Andrew Seamans

Ms. Tromble announced that the motion, to grant the variance as requested, passed by a vote of 4-0.

Mr. McCarty noted that there is a 10-day appeal period before the decision is final.

* * *

Item No. 7, being:

MISCELLANEOUS COMMENTS

None


* * *

Item No. 8, being:

ADJOURNMENT

There being no further business and no objection, the meeting adjourned at 5:25 p.m.

PASSED and ADOPTED this 24th day of May, 2017.



Secretary, Board of Adjustment