



Summit County Planning Commission (SCPC)

Thursday, April 25, 2024 - 3:00 p.m.

County of Summit, County Council Chambers
175 South Main Street, 7th Floor, Akron, Ohio

Meeting Minutes

A. Call to Order

Chair Allen Mavrides

Chair Allen Mavrides called to order the *Thursday, April 25th, 2024 - SCPC* monthly meeting at 3:00p.m.

B. Roll Call

Dennis Tubbs

SCPC Member	Present
Open	
Dickinson, Erin	X
Wiedie-Higham, Christine	X
Jones-Capers, Halle	
Kline, David	X
Mavrides, Allen	X
Reville, Rich	X
Segedy, Jason	X
Snell, Jeff	X
Stoiber, Dennis	X
Terry, Robert	X

Reported by *Dennis Tubbs*, we have a quorum for SCPC meeting Thursday, April 25th, 2024 – SCPC monthly meeting at 3:01p.m.

C. Approval of the March 28th, 2024, SCPC Minutes

Chair Allen Mavrides

Chair Allen Mavrides made a motion to approve the Thursday, March 28th, 2024, Summit County Planning Commission Meeting minutes as submitted.

SCPC Member	Motion	Second	Aye	Oppose	Abstain
Open					
Dickinson, Erin					
Wiedie- Higham, Christine					X
Jones-Capers, Halle					
Kline, David	X		X		
Mavrides, Allen					X
Reville, Rich			X		
Segedy, Jason		X	X		
Snell, Jeff			X		
Stoiber, Dennis			X		
Terry, Robert			X		

Motion

David Kline made a motion to *approve* the **SCPC Meeting Minutes for Thursday, March 28th, 2024**, and it was seconded by *Jason Segedy*, ***all in favor, aye, oppose_0_***, **SCPC Meeting Minutes for Thursday, March 28th, 2024**, was *approved* with *_2_* abstentions (*Christine Wiedie-Higham and Allen Mavrides*).

D. Business Items

Stephen Knittel

Old Business

- Item #1 - Swan Lake Preliminary Plan – Copley Township** - Swan Lake is a multi-phase subdivision which began construction in 1993. The original project site contained approximately 129 acres and 164 sublots.

Reported by Stephen Knittel:

Stephen Knittel reported this is a preliminary plan for Swan Lake in Copley Township, this was previously presented to the members on Thursday, March 28th, 2024, at the time we were looking at open space requirements. The developer, per the conversation with the members last month, had revised their plan to include open space and marked it on a new preliminary plan, so they have satisfied that requirement.

The proposal is a multi-faced subdivision that started in 1993, and the original project contained approximately 164 lots. The current proposal is proposing 57 residential lots on 41.73 acres of land. Part of the open space that they are going to be adding are lots 15 and 16 from Phase 1 which is where the dam in Swan Lake, where the water will go out, those are not lots where anything is going to be built so they are keeping that as an open space.

Staff recommendation is conditional approval based on comments from the County Engineer's office.

Questions/Comments from the members:

Dennis Stoiber asked, what were the lot numbers of the other lots?

Knittel responded, the other open space lots are on blocks 15 and 16 on the east side of the road if you go north, and the bottom left corner of the new Phases.

(Stephen Knittel referred to diagram of plan submitted)

Applicant:

Chris Brown, Representative

Prestige Homes

4301 Darrow Road, Stow, OH, 44224

Chris Brown explained that he did not have anything left to say, he had been working with Stephen Knittel and worked it out wanted to thank the commission from the previous meeting conversation that if the developer satisfied 15 and 16 which are recorded lots but deemed unbuildable as they had to install the dam feature. That with the .95 acres and the new phase, he had mentioned to Mr. Knittel that he spoke to the existing HOA they are planning a trail connection over to the clubhouse and he knows that from doing this for quite sometimes he knows there will need to be additional acreage needed for storm water retention. Mr. Brown stated that he has no issues or problems with complying with the 2016 "Open Space" regulations.

Questions/Comments from the members:

Dennis Stoiber read from last month's minutes.

It came down to the issue that we have some lots that would be used as part of the 2016 requirements for open space that are not in this phase.

Mr. Stoiber's question, how can we do that so there is a permanent record, if someone pulled out the plans for this phase in 10 years down the road and wondered how this phase was built that we would have some notification on file that states these requirements were satisfied by lots in another phase.

He quoted, Jeff Snell's response from the March 28th, 2024 meeting minutes that states, "same developer and the same comprehensive development." He found no problem with that; it was more on documentation.

Then Mr. Stoiber quoted a response from the March 28th, 2024, meeting minutes our counselor, Atty Marvin Evans, response "there is some language that is contiguous, but he will have to read it over as of current he could make no comment at this time without reading the plan completely."

Mr. Stoiber addressed, Mr. Evans if you have addressed how the documentation will be recorded on this project.

Mr. Brown responded, the current plan is to go ahead and consolidate these two (2) lots and mark them as open space and recorded with Summit County Recorder's office, then on the plat on the next Phases of Swan Lake they will make notation and reference the recorded two (2) lots and satisfy as an open space.

Mr. Stoiber stated, does that seem like a reasonable way to do it?

Answer: Sure.

Atty Marvin Evans asked will this be considered a deed restriction when those are consolidated? Will that be on the consolidation plat, is this your intent?

Mr. Brown responded, the intent is to make everyone aware that the lots are no longer buildable, that they are consolidated into a block, and they will be considered open space.

Jeff Snell stated, so you are going to note on there it's a consolidation of open space, so the lots are going to become open space on the plat, so then it will be known and it will tie back.

Addressing Mr. Stoiber's point: It ties it to the whole development and ties it to each one of these projects that had open space.

Mr. Stoiber stated, so the two (2) lot numbers will disappear, so they are no longer lots they are blocks.

Mr. Brown responded, "right, they will be transformed into a block".

Mr. Snell stated so if anyone would try to buy it (*not that you would sell it*), be it obvious that it is open space because it's noted on the plat that it's not buildable.

Mr. Brown responded, plus there is no way that anyone would be able to build a house in the middle of a spillway.

David Kline asked, who is going to have the ownership of these? And the maintenance as it is in the middle of development.

Mr. Brown responded, we are still working on this, between HUD Department of Natural Resources, their attorneys are involved with that part.

Mr. Brown stated that they would have to provide maintenance for the first (1st) year, the bonding, then after that.

Mr. Kline commented, the first (1st) year is easy, it's the years after that when the HOA has to take it over and the neighbors there are some nice houses surrounding that.

Mr. Brown responded that it's currently being mowed and maintained, he states that he doesn't see any problems of it continuing to be that way.

Jeff Snell added, the issue with this is that you have to maintain the dam,

Mr. Brown responded that it's mostly mowing, because the spillway is an articulated concrete block with sod laying over it so it's mostly grass area.

Mr. Snell added, won't someone have to be responsible for it ultimately, you will have to give this responsibility to an association or something to maintain it if it defaults and that's why ODNR are involved.

Atty Marvin Evans added, the last document he saw was that it was going to the HOA.

Mr. Brown responded he could not verify or deny it as their attorneys are still working on it with the HOA, ODNR and Copley Township.

Mr. Snell added, it's a sticky wicket because the existing HOA would take out a liability, that's what would happen if that was given to them.

Mr. Brown responded, "Should they accept it, yes".

Mr. Kline stated, but if they do not accept it, then it stays with the developer, and they would have to mow it forever.

Mr. Brown stated Copley Township has made it known that they do not want to deal with it, that leaves ODNR, the current HOA or another private management company.

Allen Mavrides commented, the current HOA.

Mr. Brown responded yes.

Mr. Snell responded, which is the ones from the 90's when the whole thing started."

They had mentioned in talking with the HOA they are not excited about taking it over and maintaining it, of course, so in that case the homeowners in the new phase would be responsible for maintaining open space in Phase 1, but we have to have someone maintaining it and looking good. They have supplemental HOA's and master HOA in some of these subdivisions.

Mr. Snell stated those homes would be responsible for that dam.

Mr. Brown responded right.

Representation for the Township:

Attorney, Joseph DiBaggio

Senior Counsel, Kaman & Cusimano, LLC

2000 Terminal Tower, 50 Public Square, Cleveland, OH 44113

Joseph DiBaggio reported that his firm serves as general counsel for the existing Swan Lake of Copley HOA, today they were present to observe and are aware of what is going on as it relates to the requests in the application for Phases 5 and 6. The issue that is before you with respect to the spillway and the dam obviously the associations and the current Board of Directors (2 present at meeting). The associations does not have and current responsibility to repair or maintain existing dam and the emergency spillway that was just put in to comply with the ODNR requirements and obviously the existing associations Board of Directors have some significant concerns about who will ultimately take on a long-term maintenance and repair responsibilities and take ownership on a long-term basis for the dam and the spillway.

The law office has had ongoing discussions with counsel for Prestige Homes and the Swan Lake Joint Venture which was the original developer in this matter and developed the original Phase. All of these things are of significant concern because at this point the association has not agreed to take on any maintenance or repair or long-term responsibilities, we do not own it and it is not part of existing common elements for the association it is not part of the open green space as these two (2) spots (referring to diagram submitted) that are being considered open green space are currently owned by the Joint Venture, those things are still outstanding and will have to be resolved on a long term basis, but its more than just mowing that's of concern. The fact that they put this emergency spillway in had to re-

enforce the road and address things for the dam to comply with requirements for ODNR, there is a significant potential cost associated with the long-term maintenance and repair of the dam because it is deemed to be a Class 1 dam and so those things are still evolving.

The other issue is the insurance, we still do not have any information from the developer or its counsel on what the potential cost is to insure that dam and the long-term basis, there are still a lot of unknowns associated with who is going to take over maintenance and repair and maintenance of this dam on a more forward basis. Counsel has been in conversations with the other counsel this week and are waiting for answers from them and potentially a plan may be presented to the current Board of Directors, but as of right now there has been comments about the current HOA taking over ownership of the long-term maintenance and repair, but right now Mr. DiBaggio states he can represent to the members that this is not the case and there has been no agreement and there is no obligation currently under the current Phase for this current association to take ownership and maintenance of that.

Certainly, as time progresses, now that they have finally got the dam certified by ODNR those conversations will continue to evolve. But as of right now just want to make sure the members are aware that the current HOA as it stands is not maintaining it and has no responsibilities to maintain it and they do not own the dam, the lake, or the two (2) plots where the spillway is in place right now.

They are currently in ongoing discussion with counsel and the developer, and they do not want to hold up Phases 5 & 6, he was here today to provide information and to make the members aware that there are ongoing concerns and obviously it also makes it weird as the two (2) parcels were in Phase 1.

Questions/Comments from the members:

Allen Mavrides asked for the record, who currently maintains that piece of property?

Mr. DiBaggio responded, the two(2) parcels they are owned by Swan Lake Joint Venture, so it is their position that they own the dam, the spillway and the lake. The association is not currently maintaining the lake, dam or spillway.

Mr. Mavrides stated that he was not implying that they should, he was just asking who?

Mr. DiBaggio responded, other than only cutting grass around the lake the association is not and has no responsibility to do that. His assumption is that Swan Lake Joint Venture or Prestige is maintaining it as they own it right now, the question is who is going to maintain it on move forward and long-term basis. If there is a new association created as it was suggested then the new association would have the obligation to the owner that would buy in and build in those lots would have to be potentially repairing and maintaining, but then there are also other issues that may come up with the current association that would need to get access to maintain it. There may be easement requirements or cost sharing agreements, or what would need to be negotiated to get access to maintain that area too. There is a lot going on and its going to be moving at an accelerated pace not that the ODNR has approved the current dam and spillway which has taken years for this to happen. It also allows the developer to finish Phases 5 & 6, but there are still a lot of unanswered questions of the spillway of the dam and long-term maintenance.

Dennis Stoiber stated what the planning commission is reviewing is the preliminary plan, we have nothing to do, say or impose upon who will maintain the property. But it is good information to know, but that is between the developer and the current HOA and whomever else that may be involved.

David Kline stated isn't this part of the new development they don't have ownership of the other lots as they are open space, the new plans they are using the spots as open space.

Mr. DiBaggio responded that he assumed that when developer Chris Brown presented to the members when they replated and pulled the two(2) parcels out, the revised plats will have some clear designation that the new open ground/common space, but the question ultimately is, "What comes to Phases 5 & 6, does it eventually try to get added into the current association, does it become a separate association or does it becomes its own entity that would repair and maintain on a move forward basis?"

The issue that Mr. DiBaggio had, was the comment earlier that the current association would repair and maintain, and that is not the case. Could it happen in the future by agreement, possibly, but not at this time. If it were to happen a proposal would have to be submitted and it would need to be voted upon by the membership before it would happen.

Allen Mavrides added and will also ask the County Engineers office again. In the future if we (County engineers) have nothing to do with that facility operations, maintenance or otherwise, he does not see a problem with

conditionally approving the plan, but that has to be clear. He does not want to end up with something that doesn't soothe the members' responses.

Mr. DiBaggio responded and obviously because there is a lake, dam and spillway, and it drains into what was once a creek and the drain goes downstream and there is an adjacent development downstream this would all need to be taken into consideration.

County Engineer's Office:

Joe Paradise

County Engineer's Office

Joe Paradise reported that the County Engineer's office has identified thirteen (13) points that the developer Chris Brown is working with the CE staff on that he knows that the developer will have no issues finding solutions for them.

As far as the Dam

In Springfield Township, on Marsville Road about 5 years ago they had a similar, when the ODNR wanted someone to maintain a dam it was a Class 1 dam. Property owners refused to do it. The CE took the dam out. Now it's just an open channel underneath a road that flows free, a branch of the Tuscarawas River. So if it comes to it the CE they don't want to maintain it, they will just pull the dam out and have an open channel, the lake will disappear, but he cannot guarantee this will happen or who will be the engineer at that time as this took several years to get to that point. They have moved other dams; they are currently participating in one on the Cuyahoga River in Cuyahoga Falls. Mr. Paradise stated that they will not maintain it, but the CE office will remove it for you.

Questions/Comments from the members:

Allen Mavrides asked is there a liability to the County by doing this? By removing the dam.

Mr. Paradise responded No. There is a liability that even exists; if it gets to be a problem if it is not maintained and begins to deteriorate and the ODNR is knocking on the door.

Mr. Mavrides stated who has to prove that the dam does not need to be there?

Mr. Paradise responded there is no need for a dam on any river.

Mr. Mavrides responded, I beg to disagree, they are there for a purpose.

Mr. Paradise responded that the purpose was aesthetics.

Mr. Mavrides responded who is to prove that? Someone has to.

Mr. Paradise responded we can enter in the calculations and find out what it was, but there are limited people that have access to the lake in Swan Lake Phase 1 there are only about 8-9 lots.

Mr. Mavrides responded the calculations may justify that you do not need a dam, but that does not mean

Mr. Paradise responded but if it's to the point that it is deteriorating, and no one wants to maintain it then it becomes a hazard and if becomes a hazard it has to come out.

It's part of Yellow Creek and there are people in Yellow Creek that want to see free flowing water and not have it impeded.

David Kline asked what does Swan Lake use for detention?

Mr. Paradise responded he doesn't think it is they have the capacity to hold if you have not been out to see it.

You have a dam, and you have an outlet, the outlet is two (2) concrete walls about six (6) feet apart, the water comes up and spills right over the spill way down and out, there is also a valve down below to lower even further if necessary. A well-regulated lake.

Mr. Kline commented it's not a part of the storm water management program?

Mr. Paradise responded no, it's not managed township or County. A lot of the older subdivisions had stormwater basins constructed with its own easement, but the easement is not dedicated to any particular entity. In the past 15-20 years they have been trying to identify who owns what. The CE gets long-term maintenance agreements with a developer initially and then they go out and access the resins of that subdivision (an annual fee) to maintain it and they go out 2-3 times a year to mow it, to keep it down and keep the trees off of it. The CE office inspects it following

every storm and will go out and identify ground hog holes (as an example) and repair them, but that is an accessed subdivision.

Mr. Mavrides commented to be clear, he has no problem taking the dam down, but feels the County has to be protected because apparently no one else wants to do it, which is what he has an issue with. Why should it be us? And if it is us then we need to be protected.

Jeff Snell wanted to have a dialogue about the concerns he is having.

Mr. Snell explained that we are taking an old subdivision basically an old development and taking two (2) lots and making them an open space and we just happen to have a dam and normally he would say I don't really deal with the maintenance of open space, but he thinks in this circumstance (addressing Chris Brown) that maintenance has to be resolved in somebody. His concern is (don't take offense to this) its in some corporate name which goes belly up and now the dam is sitting there, and no one is running the spillway, and no one is maintaining it and now we have a problem.

Mr. Snell stated that he comes from Sagamore where they have a very expensive dam that was put in a large development, and it went to the HOA its right on the plat it's the HOA and periodically its maintenance and they get upset about it, but it is their dam their open space. The concern is that this corporate entity goes belly up and now we have a dam in this neighborhood, he feels that the maintenance has to be a condition of this approval. Because in the normal circumstances this open space would be part of the developers' overall plan and the HOA would take it over in some way, but in this weird one we are going back to 1993 development and just say figure it out. This is going to go to sit in some subsidy or corporation which is going to go to funct and eventually while to County has not direct liability the County Engineer has to figure out what to do with a dam that is not functioning or isn't working.

ODNR is involved because ODNR supervises all dams and they do not have a stellar record as lots of these dams are going to fail in awhile because they don't have money to maintain them, but they do watch them, am I correct?

Mr. Paradise responded they have been maintaining some of the bigger dams.

Mr. Snell responded but not the smaller ones.

Mr. Paradise explained a class 1 dam is based on the height of the dam and how much water is maintained; it would be considered a class 1 dam it would be top priority to maintained by ODNR.

Mr. Snell's issue is we are reaching back to a older development that we know does not want to maintain this, we are giving them a benefit an open space so that they can develop this other site, and he thinks as a condition there must be a plan of who is going to own and maintain this long-term and not some corporate entity that is not related to the development. He realizes that the new owners in Swan Lake may not want to maintain it, but someone has to maintain it and he doesn't want to leave this because you are given the benefit of 15 & 16 that you can't use anyway and you're leaving it as open space, now that open space has to be maintained by that new section of the development or the old section of the development, but not nobody as responsible, as this is what is going to happen here.

They don't want it and you don't want to give it to your new development because no one wants to buy a liability, but overall, there has to be someone maintaining this long-term.

Mr. Snell is really troubled, as we are going back to 1993 and giving the benefits of these lots, ok, you need to figure out how to maintain this with a new section, the new people have to maintain this, or you have to negotiate a deal with the old people.

Rich Reville asked are these two (2) lots are a part of the old HOA, so the HOA takes the responsibility of two (2) lots if the dams are gone.

Mr. Snell responded, the lots are owned privately, they were going to sell the lots, but they couldn't sell the lots they had to put in the dam, so they still own the lots in some subsidiary, but the lots are still private lots not HOA lots.

Mr. DiBaggio added that to his understanding originally those two (2) lots there were some wetlands on the lots so they could not build on there, that were owned by the developer and are still owned by the developer they were never declared in as part of Phases 1 through 4.

Summit Soil and Water: Not present

Questions from the Public:

Michael Lubes

Vice President, Swan Lake of Copley HOA

Mr. Lubes gave factual background, the first Phases were placed in 1993, Swan Lake Road was built and created a dam for weather reasons, the ODNR approval of that never happened. ODNR caught onto this pretty early on and for decades there have been negotiations between the Joint Venture and them. It culminated in the great order between the acting Chief of ODNR and the developer where ODNR gave them two options either (1) bring up to class 1 status or (2) remove it in 2019, they chose option 1. The reason that it was deemed a class 1 dam was not because of its size, what's not shown here is on the other side of Medina County is a big farmers pond and it that ever gives way it's going to flood over Medina Line Road into Swan Lake and there is no way that the lake could handle that's the big spill issue.

What you also do not see in the yellow in the upper right-hand corner is the other subdivision that was built in the 70's. It may have been Pulte, they moved Yellow Creek into a series of right angles and right after the spillway the creek turns due north then due east then due north again in three (3) right angles. Part of the consideration is if there was a catastrophic failure of Swan Lake it would take out dozens of houses downstream in Swan Lake and it would kill people that's the reason why it was deemed a class 1 dam. When the original subdivision was platted, there was no other area other than where the community area is that is the only property that is owner. Everything else including the lake is on private property, it's maintained by the homeowners. Mr. Lubes stated that Chris Brown, developer explained because of the subsequent amendments the County regulations require open space, it's the first time it has become an issue. The HOA did not know about the open space requirements, but for years they have been talking to their attorney's and the developer, but mostly the question is what do you do when everything is private. The lake is privately owned. The parcel where the spillway is located is owned by Prestige Homes. The HOA currently owns nothing except for the five (5) sided wedge where their community buildings are.

The dam is more than just mowing, it is operational maintenance and inspection. They would have to get a certified hydrologist quarterly, semi-annually or annually to inspect the dam and report to ODNR give the HOA copies and just like anything else its new mowing may be all you need to do, but there may need to be some capital programs years down the road and the HOA will need to have the budget to pull that off. Insurance its hard for HOA to get insurance for the current items, let alone a dam. You are looking at major re-insurers like Philadelphia that may be the only ones that may get involved, you can imagine that there is a one and a billion chance that something catastrophic would happen, but if it does there is going to be significant financial liabilities. If they can't come up with a quote that the attorney is trying to get, he wouldn't even vote on the Board or take it to the HOA who are at large.

Mr. Ludes stated that they are currently negotiating, they do not know if this is a precondition, they kind of knew the engineer would hold up the development at some point they are trying to develop a resolution. It is a serious dam, there is a significant amount of money and potential liability, it's a lot for a HOA.

Maybe a solution would be to create a second HOA that just involves the lake owners if they are funded and willing to take it over where the developer will give sufficient money for them to get started. He doesn't know. They are still early on and are not in a position to say they are ready to take on responsibility for the dam.

Questions/Comments from the members:

Allen Mavrides commented, the engineer is not delaying anything here, for the record. Mr. Mavrides stated that he personally would approve this plat (*as we are talking about a plat*) we are not talking about dissolving dams and such. We are here for preliminary plat approval. He (*Mr. Mavrides referred to he/himself*) would be willing to approve the plat, and there is condition that the County will have anything to do with the dam. He would want this as a condition. At some point, if the County took it over later on it does not fit what we are requesting.

Mr. Ludes responded he is not here to say yes or no to the proposal, he is here to make it clear as to where the HOA is right now. So, you can deliberate how you want, yes, we're negotiating in good faith, but no there is no glide path to automatic HOA assumption of responsibility.

David Kline stated, he agreed with Mr. Mavrides, we are looking at Phase 5, but we are also asking Phase 5 to accept two (2) lots that are not part of Phase 5 but we are combining them to Phase 5 and throwing a monkey wrench in and saying, Oh by the way there is a dam on the two (2) lots that we are trying to combine to Phase 5. We are trying to put too much, if he found open space in Phase 5 and forget lots 15 & 16 we would have been out of here a half an hour (1/2) ago. But since we have these two (2) lots we can't really tie them together.

Jeff Snell made a motion to approve the plan with those two (2) lots being consolidated into Phase 5, conditioned upon an agreement that the Phase 5 homeowners would then be responsible for that dam unless there is some other acceptable entity that is going to maintain it. Because he feels as though we have a duty to make sure that it is maintained. That would be a condition because normally that would be the HOA, unfortunately, and we are going back into another Phase.

To make the motion clear it would be: *"Conditioned upon an entity of the new homeowners or another group of all the homeowners being responsible for that."*

Christine Wiedie-Higham asked one of the mentions was about easements to get access for maintenance, is this something that we need to consider as far as how that is going to be with the equipment, the work to maintain that.

Mr. Snell answered, this was beyond him, he stated that the homeowners is just as much in the first four (4) phases to make sure it operates so they are all going to mutually figure out how they are going to get there, its still a lot, but its accessible from the road, he did not know what other limitations. We do not need to resolve those problems; they would need to resolve it.

Dennis Stoiber agreed with Mr. Snell but wanted to know why the members would say it would be the homeowners of this phase. To him he believes the members should make the responsibility that of the applicant is responsible for engaging and making the responsibility of that maintain to somebody as long as he owns that property. We've heard that the developer is negotiating with the HOA in good faith, so that may be a possibility. The applicant has come to the members for approval of this any condition that we put upon it is that applicant's responsibility.

Mr. Snell responded the concern is the applicant can give it to a sub corporation and it goes to funct and now nobody owns the dam and we're stuck with this long term.

Mr. Stoiber responded that's when the County Engineer comes and takes the dam.

Mr. Snell added that does not resolve the problem the lake we learned from the HOA Vice President, that spillway is really important because could flood because of the neighboring property with some water. He stated that he would not normally touch this, but we are going back to another phase, and they were involved in that phase they either put it on these homeowners we make that the condition or whatever else, but it can't be to a defunct corporation that leaves/abandons this and then everyone is left with what do we do with this dam. And the County Engineer shouldn't have to go there and pay for it. Someone should be maintaining this and if they think it's appropriate to take it out then go to ODNR and they pay to take it out and not the County.

Mr. Stoiber responded we should not say a certain group of homeowners or future homeowners, why should we make that judgement?

Mr. Snell responded because there is no one else to take it over. We heard the greater association is negotiation. There is no one else to tie it tom, but certainly if they are gong to divide lots down here and they realize they are going to have to put retention that is going to be public then someone is going to have to be responsible for this and I don't want it to be a corporation that just lets it go.

Rich Reville added these two lots will be part of the new phase they are part of the open space.

Atty Marvin Evans stated his view of it is, we are talking about open space fulfillment here. ODNR has responsibility for the dam for regulations of the dam. The Joint Venture is still out there. He understands Mr. Snell's point it's always been a concern there have been discussions over the years as to "Will the County take this", and we have

actually said “No there is no way we are talking that dam”. Or if we get it and if it’s ours it’s coming down or at least the spillway is so its no longer a lake there. He believes we have gotten out over our skis trying to impose those conditions as we are here talking about open space here the ownership of the dam is not a subject that we can control. He believes that ODNR they’ve imposed the conditions to be reinforced and rebuild on the Joint Venture which is still an ongoing joint venture. Whether that can be sidestep, that’s nothing we can prevent. He believes that we are getting into things that we do not have the power to get into.

Allen Mavrides asked Are we talking about plating and replating? Why aren’t those two (2) pieces of property, why aren’t you trying to replat them with the previous phase? Would that change all your complications that you are dealing with here? What area are they associated?

Mr. Evans responded they are in the first phases; I didn’t think we were talking about replating them and putting them in this phase. It’s to fulfil the open space requirements that are in our current Subdivision regulations.

Mr. DiBaggio added but wouldn’t they have to replat them for Phase 5 & 6 then? If its sitting in Phase 1 and the planning commission approves it for Phases 5 & 6 those two (2) parcels would have to replated to Phases 5 & 6.

Mr. Snell responded I don’t think they are being replated he is consolidating, and when he consolidates them, he putting limitations on them that they are not going to be built on and they are no longer lots.

Mr. Snell withdrew his motion.

Erin Dickenson stated that this comes back to the question of should this be a part of Phases 5 & 6 because if an open space requirement is part of that plat then it should be included with that. You can’t just say there is open space over there but it’s not a part of what this open space requirement is for.

Mr. Snell responded he is consolidating then cross-referencing it to this phase.

Mrs. Dickenson but it was part of the other section, it wasn’t part of this section. In order to get the open space, you have to make it a part of this to meet the requirement of the open space. You’re not looking at it as all six (6) Phases or are we looking at it as all six (6) phases?

Mr. Snell explained that in last month’s discussion this was all developed by the same people with the same plan, and they have these spaces, and they want to use these spaces as an open space. While in the normal circumstances a developer would go phase to phase but it would all interrelate and this is how we did it, it’s the same developer, it’s the same Joint Venture.

Jason Segedy added that we were reviewing it as a cohesive whole.

Mr. DiBaggio responded the association was completed and transitioned over; it can’t just be an expansion amendment to add Phases 5 & 6 to Phases 1-4 as if they were continued to develop there is a complete transition. In their defense they would need to present it to the membership and put it to a formal vote, for the members to bring it in. They had to do this a couple of years ago with Pulte.

Questions from the Public:

Steve Hummel
2500 Old Mill Road
Hudson, OH 44236

Mr. Hummel stated that as he was listening to the item being discussed, he feels as though they hit the point in a way, different phases and you agree to place something in another phase this could create a problem. It’s like when for Phase 1 & Phase 2 they need a lift station in Phase 2, but they need it in Phase 1 you can get around these things. He suggested that there be less lots in Phase 5 and that’s where the open space goes.

Then the issue of the dam, it’s not even on your platter. Because you introduced this last time and said you can put it into this now there is this big conundrum, it should not have been a problem. To him in Phase 5 there should be three

(3) less homes or whatever it would take to meet the requirement of open space work. Let the other parcels with the dam on them be left alone. It's two (2) parcels.

He states they are looking at 40 acres and potentially 175 apartments and that's considered a minor subdivision.

Discussion from the members:

David Kline added that he has done a lot of these plats and the master plan you always had open space that you broke up into phases. The phase in this case (Phase 5) may not have any open space on it, but the master plan we would have done would have had the open space. I don't know if this plan really do that.

Rich Reville added if you look at it, they took up two (2) lots that were unbuildable that became available open space that they can use in another plan.

Mr. Kline responded and there was not a master plan of open space.

Dennis Stoiber added the other thing is that the regulations changed since the first (1st) Phase, so that master plan would not have satisfied the current regulations.

SCPC Member	Motion	Second	Aye	Oppose	Abstain
Open					
Dickinson, Erin			X		
Wiedie- Higham, Christine			X		
Jones-Capers, Halle					
Kline, David	X		X		
Mavrides, Allen			X		
Reville, Rich			X		
Segedy, Jason			X		
Snell, Jeff			X		
Stoiber, Dennis		X	X		
Terry, Robert			X		

Motion

David Kline made a motion to *approve* the **Old Business Item #1 - Swan Lake Preliminary Plan – Copley Township**, with due consideration to County Engineer's and staff comments and it was seconded by *Dennis Stoiber*, **all in favor, aye, oppose_0_**, **Old Business Item #1 - Swan Lake Preliminary Plan – Copley Township**, was *approved* with **_0_** abstentions.

New Business

1. **202 Montrose West Ave – Lot Split & Variance – Copley Township** – Applicant is proposing to split parcel 1505034 (6.511 acres) into two parcels, B-1 (2.8315 acres) and B-2 (3.5153 acres). The creation of proposed parcel B-2 would require a variance from Subdivision Regulation 1105.05 (e): a minimum of 30 feet of continuous road frontage on a dedicated street is required for both major and minor subdivisions.

Reported by Stephen Knittel:

Stephen Knittel reported the applicant is proposing a lot split of parcel 1505035 to create 2 lots, B-1 (2.8315 acres) and B-2 (3.5153 acres). The applicant is also requesting a variance for this lot split to reduce the frontage from the 30-foot requirement by 8.92 feet that they are short by.

Staff recommendation upon review they did not see that the granting of the variance would cause any health or safety issues of the roadway comes down to the end of the cul-de-sac where all the parcels all have access from. There are ease ways in place for shared access currently and going into the future they will be there as well. The township had previously submitted a letter stating that they do not have an issue with the proposal and that with township regulations they can build a potential business without splitting the lot as it is right now, so they do not oppose variance or lot split.

Staff recommendation is approval of the variance (Item 1A is the variance request).

Questions/Comments from the members:

Dennis Stoiber commented, not that he disagrees, there is a question in the checklist “Is this variance significant?” and the comment was “No, they are just 9 feet short of where it is.”, when that is a 30% decrease of what the minimum requirement is. He was wondering what would it take to be a significant requirement?

Mr. Knittel responded in addition to the fact that it is a shared drive as well.

Mr. Stoiber added someone reading the report would see that big reduction, in his community when the BTA is looking at granting variances, 10% is about as far as they are going to go, and this is three (3) times that.

Jason Segedy commented that it’s not significant enough to disapprove it, you’re just saying it’s a significant change.

Mr. Stoiber responded giving the other thing that is a shared drive there are mitigating factors that make it ok.

Rich Reville asked the township comments were what?

Mr. Knittel responded part of the business plan back in the 80’s the initial development of this area, there were three (3) businesses at the end of the cul-de-sac. There are currently two (2) existing parcels, and the township was saying in this parcel that is proposed of being split even if they did not split it, they could build, construct and rebuild there and that was fine as well for the township. So, there is no concern of the township of access to the site.

Jeff Snell commented the parcel they are cutting off that was something at one point in time, but there is a parking lot there, right?

Mr. Knittel stated he did not know, but the site is currently paved which is part of the existing conditions.

Jason Segedy asked did you mention what the zoning is currently there, a brief description of what it allows?

Mr. Snell responded; he believes it is all offices through it.

Mr. Segedy responded he understands what the land use is, but what does the zoning allow?

Unknown respondent it’s a PVD, Business office and highway services.

Allen Mavrides asked if there was a hardship granted, what was the hardship?

Mr. Knittel responded the hardship would only be they would not split the lot without a variance as there is not enough frontage to do it without acquiring more land.

Applicant:

Steven Metcalf, Land Surveyor

Neff and Associates

6405 York Road

Parma Heights, OH 44130

Steven Metcalf reported that he created the lot split for the owners with the attorneys as well. The existing site does have easements for ingress/egress, utility which serves both (referring to diagram submitted) shared drives of the hotels and a Crystal Office building. It is two (2) parcels, and this line does not exist between the office building and the road, and the intent is to put this split here.

The question was asked about the parking lot, he believes this was the overflow for the office in the area there was never a building, but there was one planned in 1989 and the intent (you can see with the colors on the map) there is a detention pond down here, there is access to get through to the rear parcel so they wanted to have full time access and other ingress/egress too. They were trying to look ahead and say if we put a new building here, we still need to service the existing office building in the rear, we still need to maintain the pond to give access to have it cleaned out and worked on, they tried to look ahead to not have issues. They are going to service this all through a separate document an REA restriction covenants and easements, they did submit those as well, as there is a method for that already submitted. The question was, why can't they put a building there now without splitting it? Technically, if you think about it, I want to get a new address for a new building, usually they will not give you a new address on the same parcel.

They are not going to give you a separate address for a separate building on site. If you look at it on the utility end, utility providers county, city, township will not allow you to have your own separate sewer connections unless it is its own separate parcel. The intent of the overall development with the third building (whatever that is or could be) is still to maintain the integrity of that, but to make it its own separate parcel so that the landowners can sell it or market it so someone can develop it. From what he was told there is no buyer, there is no plan, they do not know yet, you cannot sell a lot that you do not own or have. Before they can market it, they need to know it is possible that it is there to do.

Addressing Mr. Stoiber's question, yes, we are short when the cul-de-sac came in which is interesting.

Usually your cul-de-sacs are round, in this case its round in shape but the right-of-way comes down and extends through, it was a series of plats working their way through and these are all done by deed not by a plat so it wouldn't technically be a replat this was done by deed and split in a survey. But usually, the center line would come down and hit the center of the cul-de-sac and end, in this case they did not split the difference between the cul-de-sac they came and pushed the angel through. The hotel side has more land and the west side (which is the office building) did not they were short, if the cul-de-sac came to the circle and pushed straight down, we would have had our significant nine (9) feet, but we are short.

Mr. Metcalf reported that the hardship is we do not have enough frontage.

Representation for the Township: No one was present from the Township

County Engineer's Office: No comment from the County engineer's office

Summit Soil and Water: Not present

Questions from the Public: No one from the public wished to comment

Discussion from the members: No further discussion from the members

SCPC Member	Motion	Second	Aye	Oppose	Abstain
Open					
Dickinson, Erin			X		
Wiedie- Higham, Christine	X		X		
Jones-Capers, Halle					
Kline, David			X		
Mavrides, Allen			X		
Reville, Rich			X		
Segedy, Jason			X		
Snell, Jeff			X		

Stoiber, Dennis		X	X		
Terry, Robert			X		

Motion

Christine Weidie-Higham made a motion to *approve* the **New Business Item #1 - 202 Montrose West Ave – Lot Split & Variance – Copley Township**, and it was seconded by *Dennis Stoiber*, *all in favor, aye, oppose_0_*, **New Business Item #1 - 202 Montrose West Ave – Lot Split & Variance – Copley Township**, was *approved* with *_0_* abstentions.

2. **Food Trucks - Text Amendment – Sagamore Hills Township** – Proposal to amend Sagamore Hills Township Zoning Resolution Section 7.0 Supplementary Regulations to include 7.7 Food Trucks to regulate where, when, and how a food truck may operate in the township.

Reported by Stephen Knittel:

Stephen Knittel reported that the applicant is proposing to amend Section 7.0 to include 7.7 Food Trucks, he has also included in his report from Springfield Township in Hamilton County has the following Food Truck regulations for reference.

Staff recommendation is approval.

Questions/Comments from the members:

Dennis Stoiber made a comment, Springfield Township states you can have a food truck but no table and chairs near, that seems unusual isn't it.

Reference:

17.20 MOBILE FOOD UNITS (h). The mobile food unit only serves pedestrians, does not include drive-thru or drive- in service, and does not have any outdoor seating

Allen Mavrides commented is there a difference between a food truck and any other vehicle that provides food?

Mr. Stoiber responded they are in the business of providing food people like to sit down and eat.

Rich Reville responded it doesn't say no picnic table.

Mr. Mavrides responded whatever or whoever municipality may allow these food trucks where tables do exist, so you don't have to bring those as this is a safety issue and a whole other thing to go through.

Representation for the Township:

Jeff Snell is speaking for the Township its self-explanatory.

Questions/Comments from the members:

David Kline addressed Mr. Snell, what happens if you have a special event like a fair or concert and this only says until 9:00pm? Could you go beyond that or is there a special permit?

Mr. Snell responded there is no special permit. The township does not have a lot of fairs as there is no one or nowhere to host an event, we are just getting these popping up at various locations and the zoning commission wanted to find a way to kind of regulate this in a soft way. There is no starting time, just an ending time. You have to inform the police and fire, so they know how to get in and out. No regulation of chairs just do not park on the street or overnight.

Erin Dickinson asked could you get around it by pre-paying with no sales after 9:00pm?

Mr. Snell responded no some of the places are doing that, they have Northfield Center right next to them and they have different approach and they've allowed for longer periods of time. The whole idea is you can pull in have your event then you need to pull out. There has been lots of discussion of how this should happen can they put it out on

social media, what if it's in the community association, they just decided that they needed some basic guard rails here. Which was pull in pull out, not cause a traffic jam to make sure police and fire can get in and everyone is safe. Make sure they have a health permit, insurance, a bond and the owner can figure that out.

County Engineer's Office:

Joe Paradise

County Engineer's Office

Joe Paradise reported that his daughter lives in Streetsboro subdivision, a large subdivision and they bring in taco trucks every week at a different intersection throughout the entire subdivision. If you limit it to an address or a location, if one person has it one week and someone else on another week, you may want to add to it and look at the restrictions again.

Mr. Snell responded they did add to it you get twelve (12) a year at the community clubhouse, but most of these are organized by the main hub. So, the hub gets twelve (12) and everyone else gets two (2). *Mr. Snell* explained that they did a lot of investigating some of the food trucks cost \$2500 to bring them out then you have to buy the food, they are just not showing up on an intersection because they are not going to make any money, they want you to pay a premium for them to show up. Most of the HOA's well we have two (2) major HOA and they just want it in their own facility as they are the ones hosting most of these. It is kind of regulated, but they also wanted to make sure bigger sections of an association could have a community event for their people, but you have to pay them to get there.

Mr. Paradise responded that it could happen without the \$2500 as food trucks park and have their own event and attract people.

Summit Soil and Water: Not present

Questions from the Public:

Steve Hummel

2500 Old Mill Road

Hudson, OH 44236

Mr. Hummel stated that he doesn't mind if they have food trucks in Sagamore Hills.

Mr. Hummel started to speak about Chapter 25 Senior Residential Development on Old Mill Road.

Chair Allen Mavrides stopped *Mr. Hummel* to close out New Business Item #2 - Food Trucks - Text Amendment – Sagamore Hills Township as he thought he wanted to speak on behalf of this item.

Discussion from the members: No further discussion from the members

SCPC Member	Motion	Second	Aye	Oppose	Abstain
Open					
Dickinson, Erin		X	X		
Wiedie- Higham, Christine			X		
Jones-Capers, Halle					
Kline, David			X		
Mavrides, Allen			X		
Reville, Rich	X		X		
Segedy, Jason			X		

Snell, Jeff					X
Stoiber, Dennis			X		
Terry, Robert		X	X		

Motion

Rich Reville made a motion to *approve* the **New Business Item #2 - Food Trucks - Text Amendment – Sagamore Hills Township**, with due consideration of staff and County Engineer's comments and it was seconded by *Robert Terry and Erin Dickinson*, ***all in favor, aye, oppose_0_***, **New Business Item #2 - Food Trucks - Text Amendment – Sagamore Hills Township**, was *approved* with *_1_* abstentions (*Jeff Snell*).

E. Report from Assistant Director

Assistant Director, Dennis Tubbs

- (1) Assistant Director, Dennis Tubbs reported has a meeting scheduled early next month with the Executive to get an eleventh (11th) member to round out the planning commission, he stated that he has some conversations with Executive Shapiro that we were looking for another surveyor to balance out the different professions on the commission, if we could have another female that would be great as well.
Any suggestions please feel free to send them to Mr. Tubbs.
- (2) In reference to Dennis Stoiber's comments about percentage, he and Mr. Knittel will take a look at and place it on the checklist as they did not think it was a big deal as it was a parking lot.
See comments from: *New Business Item #1 - 202 Montrose West Ave – Lot Split & Variance – Copley Township*

F. Comments from Public

Chair Allen Mavrides

Steve Hummel
2500 Old Mill Road
Hudson, OH 44236

Mr. Hummel wanted to address an item about Times Farms, he stated that he spoke to Stephen Knittel about a month ago and had a lengthy discussion for about an hour over the phone. It is very important to the people on Old Mill what's happening over there with this. Chapter 25 Senior Residential Development, he stated that he came a few years ago about this.

He stated that at the township meetings they have had ongoing discussions about the Times Farms Senior Residential Development. Chapter 25, he stated he didn't even know they were generating this chapter, but it was resent due to the public outcry about this. What they wanted was a moratorium of this chapter because they wanted to make some changes to the chapter, that's what they were after as residents. They are not opposed to senior living they are opposed to how the chapter was written. As of this day they have nothing in the zoning code about senior living, but at the time when they came and resent the chapter Sagamore Hills adopted a very similar senior living development. A crucial difference though was that it had to be done in a commercial zoned area. What they are proposing for Times Farms is all apartments, what it boils down to is it's an apartment complex it's 40 acres its two (2) parcels. One (1) parcel is off of 91 has only one (1) way in and out; one (1) ingress point. What they want to do is fully enjoy both parcels, its almost 3000 feet in length that butts up to his 40-acre conservation easement (he's to the east of them) and to the north is all homes on Old Mill that all have well water/septic.

They want to put this development in. In this Chapter in his humble opinion is in the chapter it was written in such a way that allows them to put up all apartments. We have put up signs that say no apartments in Twinsburg Township (he was behind all of this) and when it got resent the Township turned around and sued them. They did not want resentment, they wanted a moratorium. In 2014, the developer gave its pitch on senior residential development, they had a conditional use for senior living, but it didn't meet the idea of this plan, so they generated this chapter and people on Old Mill didn't know anything about this. He stated he didn't know anything about this, or he would not have been here today. Mr. Hummel stated that the chapter was written in such a way to

allow for all apartments. One of the zoning commissioners asked the township manager at the time if they could put something in the limits of the apartments. The township manager stated that they would get back to them and never got back to the zoning commission and that's important. A month earlier the developer said it was for townhomes, condos and apartments.

This is very important as it goes to road length, this is what the whole chapter was written about road length. If any of those two (2) things would have been done, they could have only gone 1200 feet per the current County Subdivision regulations.

The argument they had recently with our township manager says it's a subdivision and their attorneys say it's not as they will have a private road and they are not subdividing. From what he knows, the developer came before the county's legal staff, and they said it was a subdivision under state law, but it construed as a minor subdivision. A major subdivision would have fit the zoning code 2 acre lots. Under the eligibility determination of this chapter (*which is no longer in the zoning code*) they begged the trustees not to approve the mediation, but they did anyway. Mr. Hummel believed that it would have been thrown out as a frivolous lawsuit as they did not have eligibility at the time. Part of the eligibility requirements is that they have to get a survey by a professional registered surveyor, they didn't do that they did it by chain and length which is 100 years old or better, but it got pushed through. Another part of the requirement was that you had to provide a parallel plan, the parallel plan was what you can do with 2 acre lots. This goes back to his 40 acres which is 3000 feet in with road stubs you can't develop my land and going to country club of Hudson.

This is very important this issue with Hudson Country Club. They would not have been able to show this on the parallel plan, because per county regulations you can only go in 1200 feet on 2 acre lots and this could be construed as a major subdivision because they would have to subdivide. These things they did not show on the eligibility determination none of the zoning commissioners understood that. They also should never have been granted eligibility to provide something like this to the township.

They turned this into litigation and the township residents are being litigated against as well.

This whole chapter was written in such a way that the developer could access 3000 feet back into it, as they could never done it any other way. Even if we would have said they could have 90% apartments and 10% townhomes in the senior residential development, which they had the right to do as they are trying to develop something for the township, but the comprehensive plan only needs 40 apartments for seniors, but they couldn't write it as they could on come in 1200 feet even if we gave 90% apartments.

Conclusion:

The issue it's gets to road length and now with this minor subdivision, 5 homes would have been a major subdivision, 200 apartments is a minor subdivision, no real regulations from the County Planning Commission about these issues. Mr. Hummel has been in contact with County Engineer's office, Summit Soil Conservation District and Sewer they do not have the capacity for this job, which was another eligibility requirement, he looked into it before coming (*Mr. Hummel stated that he is an engineer by trade*). He just wanted to say, when the township recommended this chapter in 2017, they brought in front of you and planning commission gave their blessing then came back in 2021 and resent it and instead of the citizens being able to get involved to make modifications so they couldn't do all apartments and do this. He feels this is spot zoning and it's not in their code and the Trustee should never have approved it.

If it goes on Old Mill, it's hard to access Old Mill with sewer and water its all unsanitary as the homeowners are all on good well water. When we put this conservation easement to 40 acres where he is, it messed up future development plans for Old Mill, because now they cannot go from Times Farms to Many Hands Farms to 90 all the way down to Kevin Brown because then they would have got his property. How do they connect that?

Mr. Hummel concluded, they developed this conservation easement to protect this area and if they do what they are planning on doing this would be a cluster. That is why there are issues with private roads going back with the developer getting the township to maintain it and then they will be able to connect everything together.

The whole issue with Chapter 25 getting adopted, resented and now the residents are getting sued over is about road length.

(Please see attachment: Twinsburg Township – Document Library – Zoning Resolution – updated March 9, 2023, Chapter 25)

- G. Comments from Commission Members
No further comments made by the Members

Chair Allen Mavrides

- H. Other
1. Legal Update

Atty Marvin Evans

Atty Marvin Evans had no legal updates at this time.

- I. Adjournment

Chair Allen Mavrides

SCPC Member	Motion	Second	Aye	Oppose	Abstain
Open					
Dickinson, Erin			X		
Wiedie- Higham, Christine			X		
Jones-Capers, Halle					
Kline, David	X		X		
Mavrides, Allen			X		
Reville, Rich			X		
Segedy, Jason			X		
Snell, Jeff			X		
Stoiber, Dennis		X	X		
Terry, Robert			X		

Motion

David Kline made a motion to *adjourn* the **SCPC meeting held Thursday, April 25th, 2024**, and it was seconded by *Dennis Stoiber*, ***all in favor, aye***, the **SCPC meeting held Thursday, April 25th, 2024**, the motion was *adjourned* with _0_ abstentions at 4:32 p.m.

These minutes were recorded, prepared, and represent the writer's best recollection of the items discussed by:
Tazena Long
Executive Assistant
Department of Community and Economic Development
Thursday, May 9, 2024 @ 10:48a.m.