

BOARDS & COMMISSIONS APPLICATION

132 North Elmwood Avenue 330-722-9038 www.medinaoh.org

Application Number <u>Z24-27</u>

GENERAL	Date of Application 8/11/24 Property Location 5192 Lake Road Medina OH 44256			
	Description of Project Accessory building			
G				
CONTACT INFORMATION	Applicant			
	Name Rebekah Shrock			
	Address 5192 Lake Rd City Medina	State OH Zip 44256		
	Phone 330-825-6209 Email Becky.Shrock@Ravago.com			
	Property Owner			
	Name Ravago Real Estate USA LLC			
	Address 1900 Summit Tower Blvd City Orlando	State FL Zip 32810		
8	Phone 330-825-6209 Email Becky.Shrock@Ravago.com			
	Filolie Liliali			
TYPE	Planning Commission Site Plan Conditional Zoning Certificate Cod	e or Map Amendment		
APPLICATION T	Preliminary Plan Final Plat Conditional Sign (EMC/Shopping Ctr) Cert	t. of Appr. (TCOV) Other		
	Historic Preservation Board Certificate of Appropriateness Conditional Sign			
APPL	Board of Zoning Appeals Variance Appeal			
APPLICANT SIGNATURE	By signing this application, I hereby certify that: 1) The information contained in this application is true and accurate to the best of my knowledge; 2) I am authorized to make this application as the property owner of record or I have been authorized to make this application by the property owner of record; 3) I assume sole responsibility for correspondence regarding this application; and 4) I am aware that all application requirements must be submitted prior to the formal acceptance of my application. Signature Date 11/22/2024			
OFFICIAL USE	Zoning District 1-1 Fee (See F	Fee Sheet) \$ 200		
	Meeting Date 12-12-24 Check Box	x when Fee Paid X		
0				



Z24-27 Ravago Accessory Structure

Property Owner: Ravago Real Estate USA 2 LLC

Applicant: Rebekah Shrock

Location: 5192 Lake Road

Zoning: I-1 (Industrial)

Request: Area Variance to Section 1113.05(I)(2)(B.)(2.) to allow an accessory building in the front yard

LOCATION AND SURROUNDING USES

The subject site is composed of 53.7 acres located on the west side of Lake Road. Adjacent properties contain the following uses and zoning:

• North – Industrial & Vacant (I-1)

• East – Industrial (R-1)

• South – Non-Profit Therapy Ranch (I-1)

West – Industrial (Township)



BACKGROUND/PROPOSED APPLICATION

The property currently contains a large industrial building, railyard, and associated parking and drives. The applicant is proposing to construct a 2,880 sq. ft. (48 ft. x 60 ft.) storage building on the east side of the property.



ACCESSORY BUILDING LOCATION (SECTION 1113.05(I)(2)(B.)(2.))

Section 1113.05(l)(2)(B.)(2.)) requires that accessory buildings must be located in the rear yard.

Section 1105.164, located in the Definitions chapter, states the following:

"Front yard" means a yard extending across the full width of a lot and being the perpendicular distance between the street right-of-way line and the nearest portion of any building.

The proposed accessory building is located in the front yard, though it is 260 ft. from the eastern property line and approximately 900 ft. from the Lake Road right-of-way.

STANDARDS FOR VARIANCES AND APPEALS (SECTION 1107.08(i))

Factors applicable to area or size-type variances ("practical difficulty"). The applicant shall show by a preponderance of the evidence that the variance is justified, as determined by the Board. The Board shall weigh the following factors to determine whether a practical difficulty exists and an area or size-type variance should be granted:

- A. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;
- B. Whether the variance is substantial;
- C. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer substantial detriment as a result of the variance;
- D. Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage);
- E. Whether the property owner purchased the property with knowledge of the zoning restrictions;
- F. Whether the property owner's predicament feasibly can be obviated through some method other than a variance; and/or
- G. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting a variance.

APPLICANT'S RESPONSES TO STANDARDS FOR VARIANCES AND APPEALS

The applicant's responses to the Standards for Variances and Appeals include but are not limited to the following:

- The variance is not substantial as the accessory building is relatively small in comparison to the large property.
- The essential character of the neighborhood will not be altered as the building will be behind existing industrial uses on Lake Road.
- The predicament cannot be obviated through another method as locating the building on the east side
 of the property is necessary due to the presence of power lines, railroad tracks, and a retention pond
 on the site.

FACTORS APPLICABLE TO AREA OR SIZE-TYPE VARIANCES ("PRACTICAL DIFFICULTY")

The applicant shall show by a preponderance of the evidence that the variance is justified, as determined by the Board. The Board shall weigh the following factors to determine whether a practical difficulty exists and an area or size-type variance should be granted:

A. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;			
No because of the property layout and reason for the variance this location is best suited for the outbuilding.			
B. Whether the variance is substantial; The size of the outbuilding is 48'D x 60'L x 20H			
C. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer substantial detriment as a result of the variance; No, because we sit back from Lake road behind Mercury Distributing, Ovation Polymers Integrity Metals, and Boden Specialty Services.			
D. Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage); No, I have contacted Ohio Edison to confirm the location of the outbuilding is allowable. No other services are located near the potential location for the outbuilding.			
E. Whether the property owner purchased the property with knowledge of the zoning restrictions; No, the property owner wasn't aware of the zoning restrictions.			
F. Whether the property owner's predicament feasibly can be obviated through some method other than a variance; and/or no, due to the service needed of the outbuilding. The location is needed on the East end of the building, and due to the overhead power lines, railroad tracks, and retention pond. It restricts the availability of location of the outbuilding.			
G. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting a variance. Yes, since we currently can't be seen by the road. We sit back behind other businesses so it wouldn't be seen as a build between the front on our current building and Lake Rd. Our long driveway also brings you in on the south East end of our building, and the outbuilding will be located on the North-East end of our building.			



Carport Central

- 1018 Rockford Street, Mount Airy North Carolina 27030
- @ info@carportcentral.com
- **(**980) 321-9898

SALES - Junior Espinoza

- Mt Airy, Surry, North Carolina 27030
- @ junior@carportcentral.com
- (336) 415-3757

Quote: **QTE-145159**

Total: \$70,357.60

CUSTOMER - George Hill

Billing Address

5192 Lake Rd Medina, Medina, Ohio 44256

Shipping Address

- 5192 Lake Rd Medina, Medina, Ohio 44256
- @ george.hill@ravago.com
- (330) 203-8328

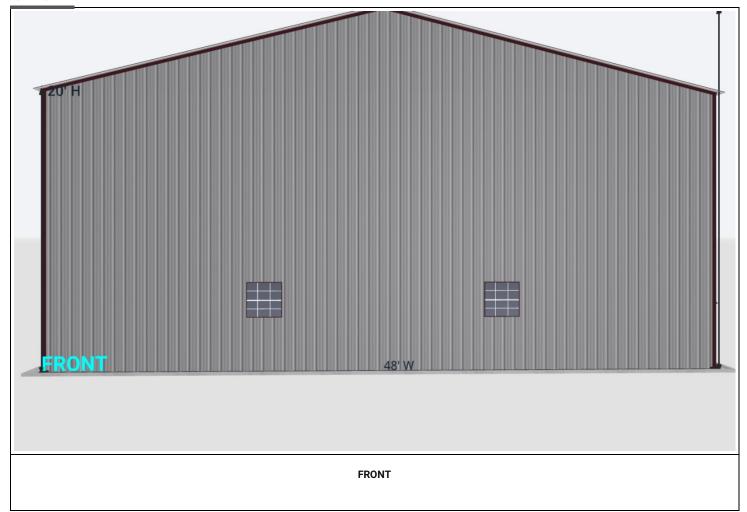


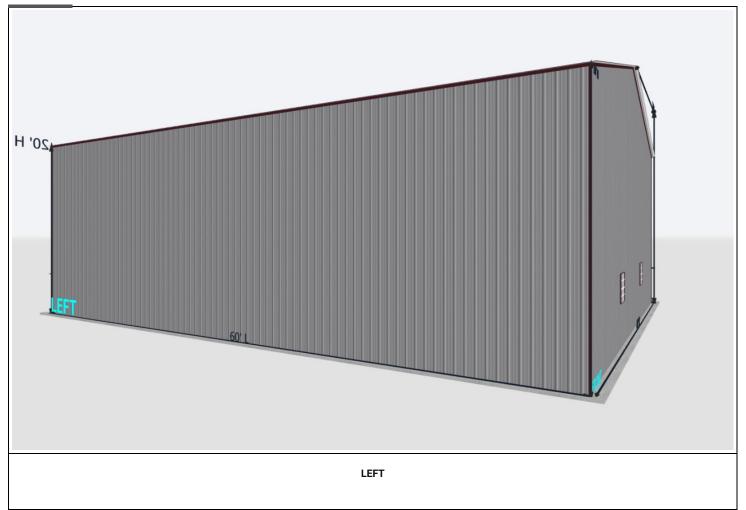
Custom Buildings - 48 x 60 x 20 Roof Color: Burgundy Trim Color: Burgundy Sides/Ends Color: Galvalume Wainscot Color: NA

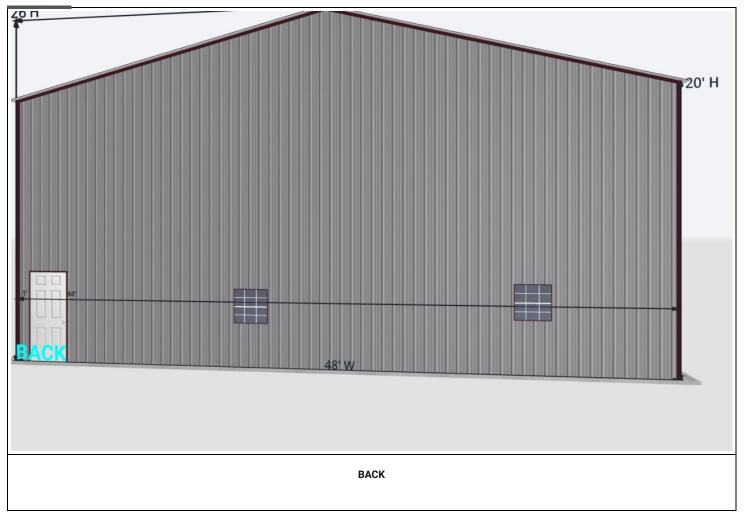
SPECIFICATION	QTY
48X60' A-Frame Vertical Roof	1
20' Height (Ladder Legs Baserail)	1
Gauge : 14	1
30 PSF Snow Load Certified	1
3/12' Roof Pitch	1
16x16 ft Garage Door (Commercial) on Right Wall	1
16x16 ft Garage Door (Commercial) on Right Wall	1
16x16 ft Garage Door (Commercial) on Right Wall	1
36x36 inch Window (Standard) on Back Wall	1
36x36 inch Window (Standard) on Back Wall	1
36x84 inch Walk-in Door (Heavy Duty) on Back Wall	1
36x36 inch Window (Standard) on Front Wall	1
36x36 inch Window (Standard) on Front Wall	1
Colored Screws	1
Permit Required : Yes	
Equipment Rental	
Engineered Drawing Fee	

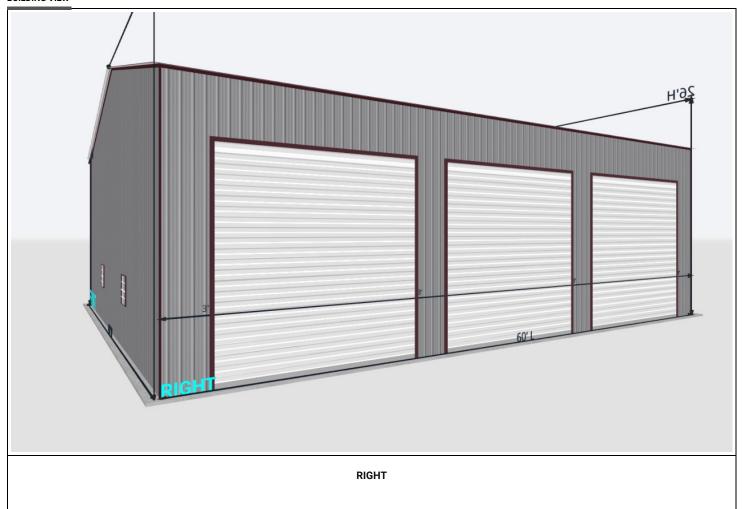
PRICE DETAILS			
SUB TOTAL	\$57,520.00		
County Tax (6.75%)	\$3,882.60		
Additional Charges	\$8,955.00		
GRAND TOTAL	\$70,357.60		
PAY NOW Downpayment	\$10,353.60		
BALANCE DUE	\$60,004.00		

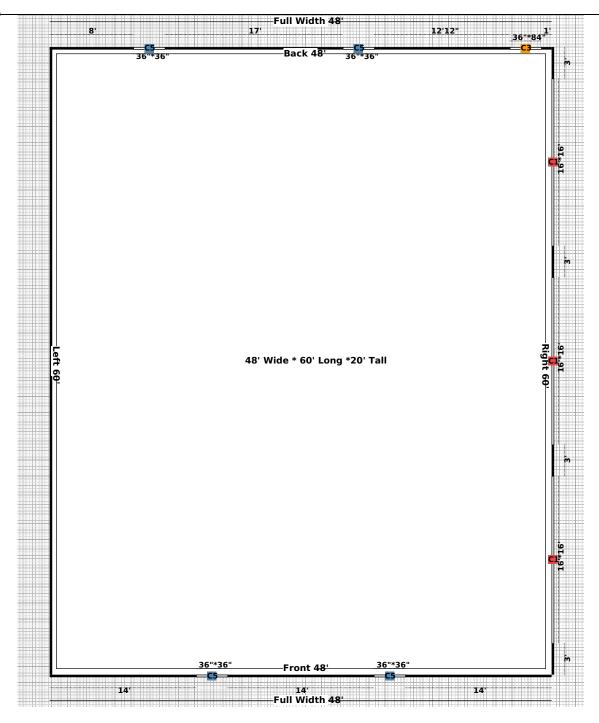
BUILDING SPECIFICATION		
Ready for Installation?		
Jobsite Level?		
✓ Permit Required?		
☐ Inside City Limit?		
Electricity Available?		
Installation Surface? Concrete		
Building Dimension: 48'W x60'L x20'H		
Roof Style: A-Frame Vertical		
Gauge: 14 Gauge		
Wind/Snow Rating: 30 PSF Snow Load Certified		
Distance on Center: 5 Feet		













TERMS & CONDITIONS

Important Note - This quote is only good for 7 days from the created date.

Carport Central is an online Dealer/Broker for multiple manufacturers nationwide. We have the right to correct any errors made by the Building Specialist concerning pricing or taxes. Your order may be transferred at any time to one of Carport Central's other partnering manufacturers in order to expedite delivery and installation. Carport Central strives to inform the Customer of any state, manufacturer, or situational requirements and cost adjustments prior to installation based on the most current information available. Our goal is to provide a 100% satisfaction experience. Please contact Carport Central first with any issues at 1-980-321-9898, before attempting to contact the manufacturer/installer.

Fabrication/Scheduling

Carport Central is not responsible and/or has no involvement in the fabrication or scheduling of your structure, but acts as a liaison to assist the Customer with questions or concerns regarding fabrication and scheduling. Each manufacturer's scheduling department will contact the Customer generally 2 to 5 days before installation. The manufacturer will provide the Customer with an estimated time of arrival to your property. You are not required to be present, in most cases, if the area is clearly marked. With the approval of the Customer, the installer's will erect the building. The manufacturer will not install until the Customer is ready, and in most cases can hold the building for up to a year. If the Customer cannot accept delivery on the time or date set by the manufacturer, please note that the "lead time" may be delayed until another run is scheduled for the area. Unforeseen issues such as inclement weather or canceled installations on the Customer's run may delay the original estimated installation date, and Customer agrees that neither Carport Central nor the manufacturer/installer will be held responsible for these delays. Carport Central will assist the Customer to the best of our resources to provide a solution. A site visit has to be scheduled for all 32' - 60' wide buildings so location can be evaluated prior to scheduling the actual installation. The Customer must provide a lift at the time of installation on 32' - 60' wide units and also on 26' - 30' wide units that have a side entry garage door or frame-outs greater than 36' wide. Applicable lifts have to be telescopic forklift. Carport Central and the manufacturer/installer are not responsible for changes in delivery dates caused by circumstances beyond Carport Central's control, including without limitation weather, accidents, and the like.

Ground Preparation

It is the sole responsibility of the Customer to prepare the area where the building is to be installed prior to the arrival of the material and installers. The area must be leveled within 3" of slope for proper installation. The area can consist of compact dirt, gravel, decking, asphalt or concrete. If the area is not leveled to the manufacturer's/installer's specifications, the Customer may incur additional costs for material and labor in order to install the building. If the area is not properly leveled and the installers are unable to make adjustments to install the building, the Customer will incur and agrees to pay a return trip fee of a minimum of \$200 or up to 10% of the retail price of the building, whichever is greater, and Customer understands that the "lead time" may not be immediate to return to install the building. Customer is responsible for informing Carport Central and/or the manufacturer/installer of any underground cables, gas lines, utility hazards, or other relevant matters prior to commencement of installation. Customer shall clearly mark any cable or electrical lines before installation date. Customer agrees to indemnify and hold harmlessCarport Central and/or the manufacturer/installer related to any damage done to yards, pets, submerged lines, pipes, cables, or other utility instrumentalities during installation. In addition, a labor charge will be added for additional labor not included in routine installation, including without limitation leveling, cutting legs/posts, building over objects (such as RV's), and moving materials to remote locations.

A building permit may or may not be required by the Customer's city or county. It is the responsibility of the Customer to investigate whether a building permit is required. If a permit is required, it is not the responsibility of Carport Central to submit a permit application, but Carport Central will inform the Customer to the best of our resources if the Customer is in an area that has a history of requiring permitting. If a permit is required, it is highly recommended that the Customer purchase a "Certified" building. A "Certified" building. A "Certified" building is defined as designed and engineered to meet and or exceed local building codes and, depending on the state, Generic Engineered Plans are included in the Certified price, although a few states may require the payment of an additional cost. Customer agrees to indemnify and hold Carport Central and any manufacturer/installer harmless for violation of any city or county ordinance or

Florida Permit Policy

In most cases, a building permit will be required in the State of Florida. Accordingly, all buildings in the State of FL are sold as Certified buildings to meet and or exceed local engineering requirements. All buildings will come with free FL stamped Generic plans with the exception of the following counties: Lee, St-John, Hernando, Pasco, Hillsborough, Volusia. The foregoing named counties require "As built plans" and costs will range from \$125-\$200 or more ("As-built plans" are defined as engineered plans designed specifically for the exact size and specifications of the Customer's building). Processing for "As built plans" can take up to 6 weeks or more. In most cases a permit number will be required before the building can be scheduled.

Order Payment, Refund Policy, and Payment

Upon the purchase of a structure with Carport Central, we will require an Order Payment of 10% - 20% or more, dictated by revenue size of the sale as well as the manufacturer's Order Payment requirements. The Order Payment will be applied towards Customers ending balance. A copy of the receipt for the Order Payment will be emailed to the Customer and a binding contract with the order details will be emailed to the Customer with an "E-Signature" required confirming all the details of the order are accurate. ("Esignature" is defined as an electronic authorization between Carport Central and the Customer), ALL ORDER PAYMENTS ARE NONREFLINDABLE. The Order Payment is a nonrefundable fee for the configuration, design, engineered drawings, and administrative costs in connection with Customer's order. The Customer understands that there has been time and effort on behalf of Carport Central leading up to and finalizing the sale. The manufacturer requires a 50% order payment on all orders \$20,000 and larger upon the scheduling of your structure for installation. The collection of this money will take place when the Customer is contacted by the manufacturer to confirm date of installation; at that time, the manufacturer will collect 50% of the remaining balance. If Customer changes or cancels an order, in addition to the nonrefundable Order Payment, Customer may be charged, and agrees to pay, a restocking fee to Carport Central up to 15% of the quoted structure price. ALL SALES ARE FINAL. Payment in full is required upon installation. CC and/or the manufacturer/installer, as applicable, retains a security interest in and to the structure, and Customer hereby grants to CC and/or the manufacturer/ installer a security interest in and to the structure. Customer agrees that CC and/or the manufacturer/installer may repossess any structure that is not paid for in full (including any additional labor or other charges hereunder). Carport Central will accept only Cash, Certified Checks, Money Orders, Debit or Credit Cards as forms of payment, and Credit Card payments will require a 2% charge in addition to the balance due (3% if American Express). Any structure being paid by Credit Card must be prepaid at time of scheduling call,

Warranties and Limitation of Liability

If Customer alters the structure in any manner, including without limitation any interior or exterior modifications, all warranties shall be void. Installation on block, wood, loose dirt, or foundation that is not level will void any warranties. Any and all warranties assume normal care and maintenance of the structure by Customer. Customer agrees that Carport Central shall not be liable to Customer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in the structure or the installation of the structure.

This Agreement (including but not limited to the "Terms and Agreement" sheet and all purchase orders related hereto) shall be interpreted and construed according to, and governed by, the laws of the State of North Carolina, without reference to its conflicts of laws principles. Customer agrees: (i) to submit itself/himself/herself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement; (ii) that all claims relating to any such action or proceeding shall be decided by such court; (iii) that Customer shall not contest such jurisdiction or forum by motion or other request for leave from any such court; and (iv) not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Customer hereby waives any defense of forum non conveniens to the maintenance of any action or proceeding so brought in any state or federal court in the County of Surry, State of North Carolina, and waives any bond, surety, or other security that might be required of Carport Central with respect thereto. The parties agree that this Agreement (including the "Terms and Agreement" and all purchase orders related hereto) is the complete and exclusive statement of the agreement between the parties and supersedes all prior written or oral communications, representations, statements, and agreements relating to the subject matter hereof.

The terms of this Agreement, save and except for the pricing terms in the event of a pricing error, a change order, a tax miscalculation, or additional labor or installation costs as set forth in Sections 3 and 6 hereof, may be modified or amended only by a written instrument executed by the parties hereto.

Supplemental Terms & Conditions:

- Documentation Your Metal Structure Order Agreement (the "Agreement") is made up of the following documents:

 1. Sales Order Contract: The Metal Structure Configuration describes the structure that you configured and ordered, including pricing based on your Metal Structure Configuration and will include taxes, and may include labor and transport fees. (excluding zoning permits).
- 2. Installation Information Sheet: The Installation Information Sheet describes the surface preparation requirements. Describes the transportation vehicle and area requirements
- 3. Terms & Conditions: These Terms & Conditions are effective as of the date you place your order and make your Non-Refundable Order Payment (the "Order Date")

Agreement to Purchase

You agree to purchase the metal structure (the "structure") described in your Sales Order Contract from Carport Central or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. A member of the manufacturing team will contact you to coordinate final payment and delivery of the Metal Structure. Because the Metal Structure is galvanized steel and transported on an open trailer, it may exhibit signs of normal wear and tear in line with its respective final delivery destination.

Purchase Price, Taxes and Official Fees

The purchase price of the Metal Structure is indicated in your Metal Structure Sales Order. This purchase price may include taxes and official or government fees, which could amount to up to 10% or more of the Metal Structure purchase price. Because these taxes and fees are constantly changing and will depend on other factors, such as where your metal structure will be delivered. You will be responsible for paying these additional taxes and fees. You may also incur additional costs if the Metal Structure needs to be shipped from a different location.

Cancellation: Default:

We incur significant costs in the configuration, design, and reserving the Metal Structure for you, coordinating the sale and also incur significant costs for remarketing and reselling the Metal Structure if you cancel or default in this Agreement. As a result, your Order Payment is non-refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine. You acknowledge that this Sales Order Contract and this Agreement are made and entered for the purchase of a metal structure of service

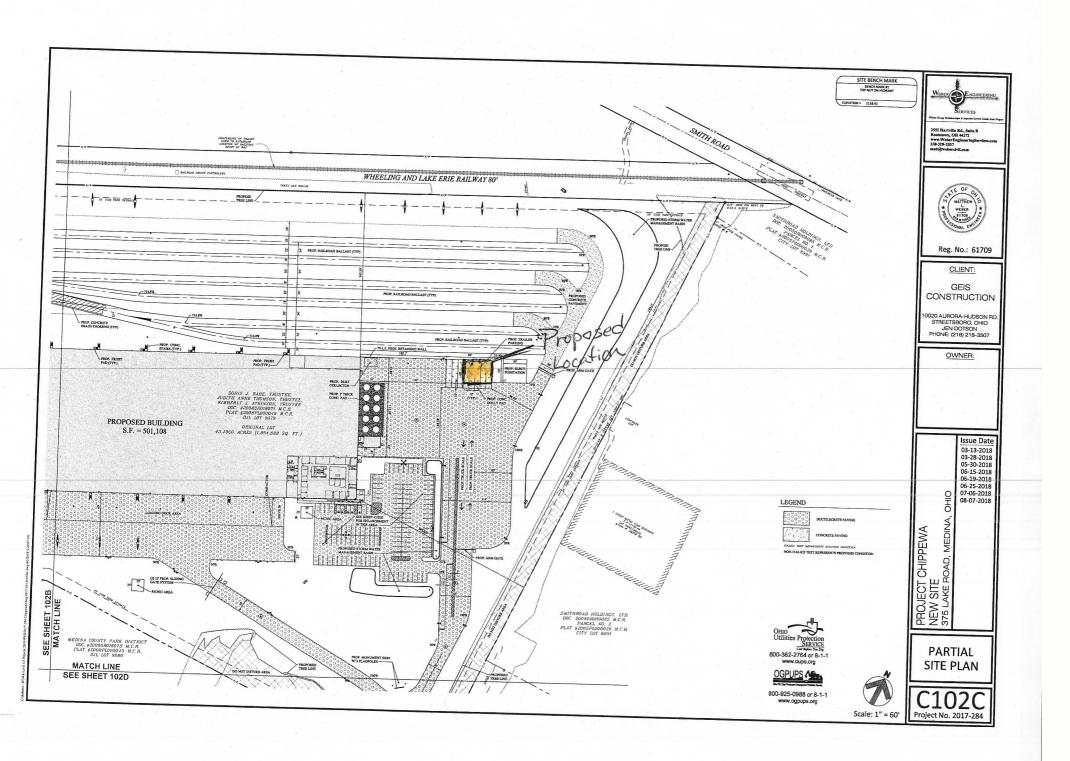
If you are picking up your Metal Structure, your Metal Structure will be ready for pickup at the Metal Structure nearest Manufacture Center, or other location as we may agree to. You agree to schedule and take delivery of your Metal Structure within one or two weeks of the Schedule Date. If you are unable to take delivery within the specified period, your Metal Structure may be made available for sale to other customers. The shipping of the Metal Structure to you via a third-party contractor carrier. You agree that delivery of the Metal Structure, including the transfer of manufacture contract and risk of loss to you, will occur at the time your Metal

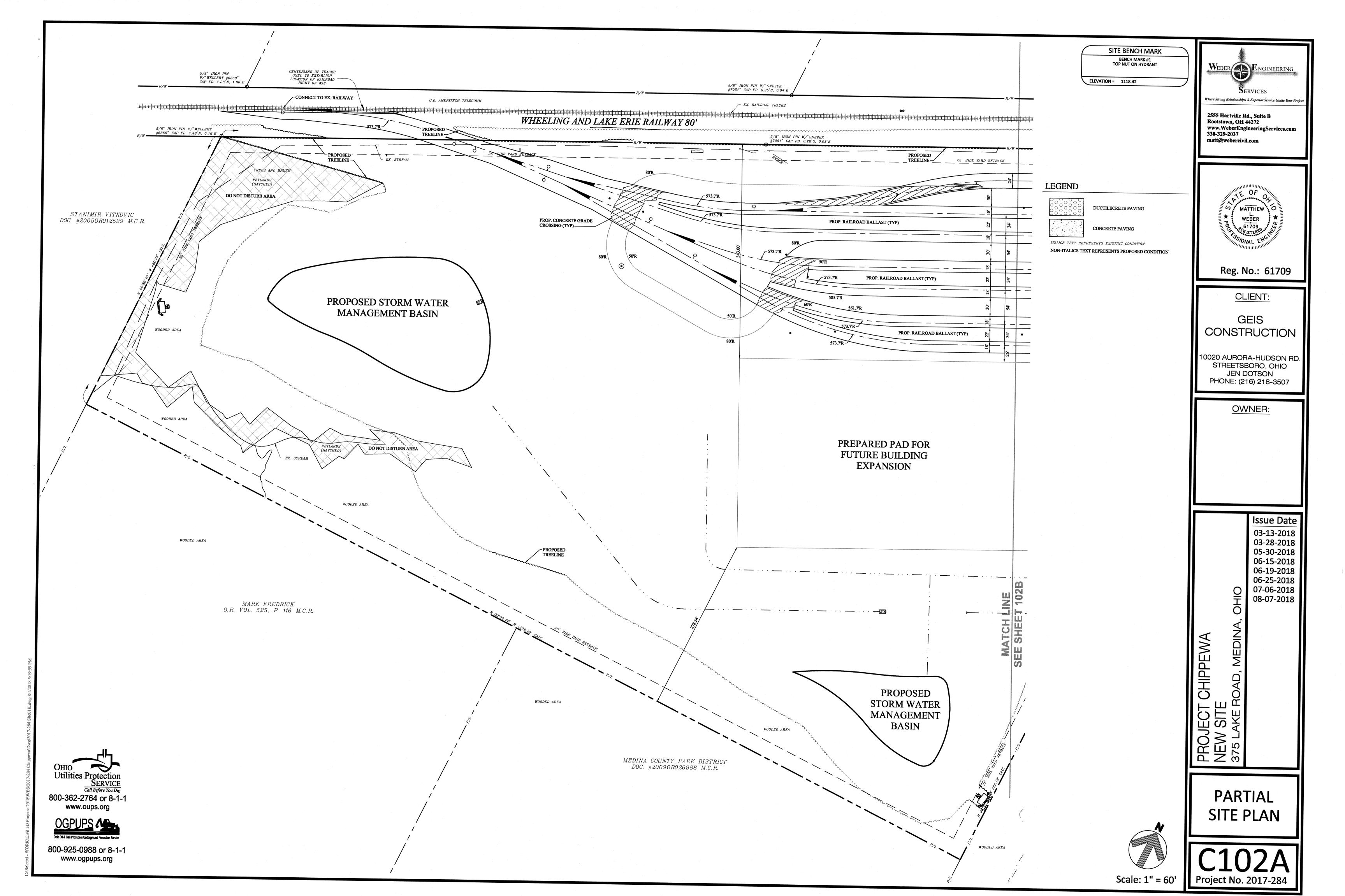
Structure is loaded onto the Contractor carrier's transport (i.e., FOB shipping point).

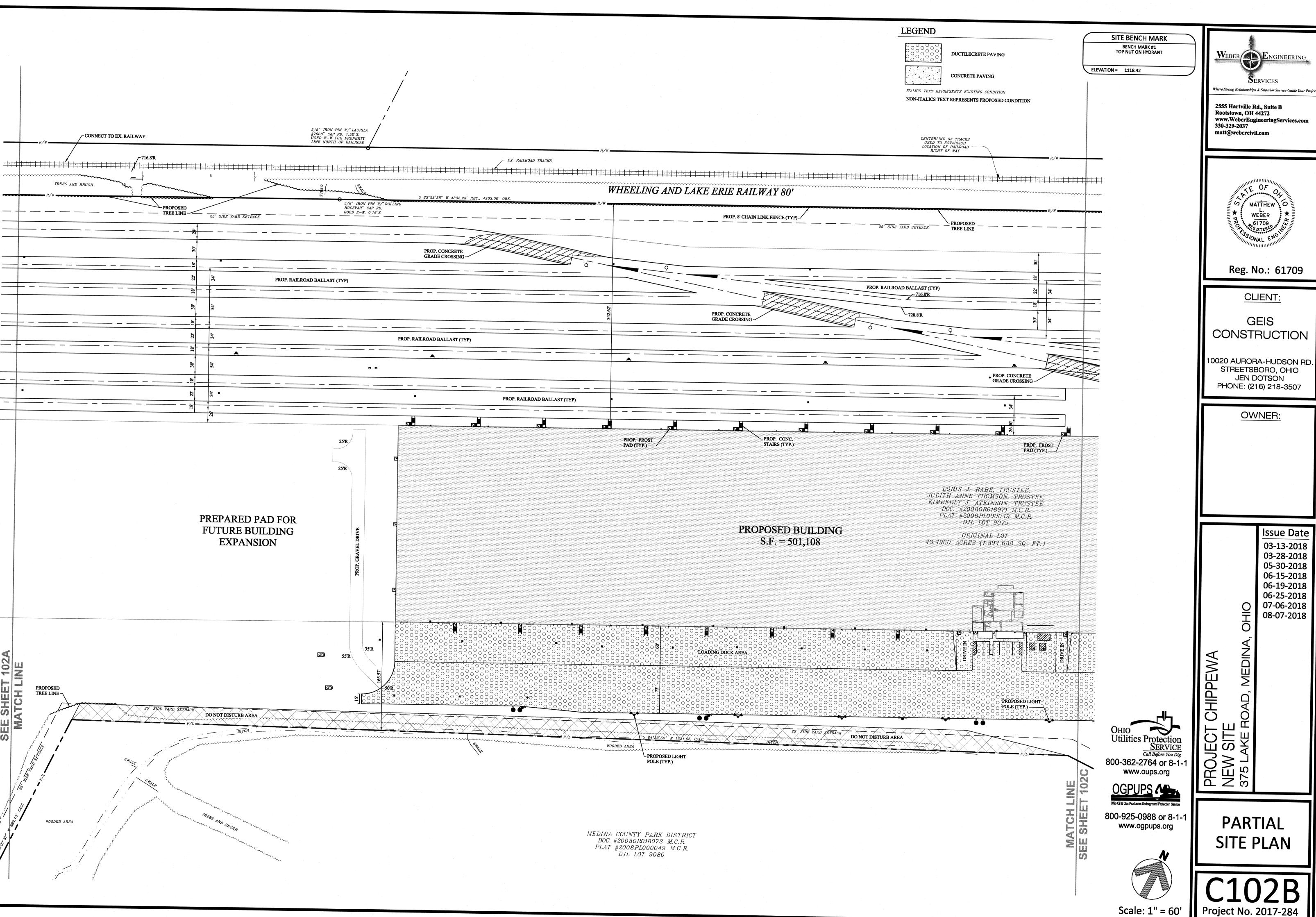
The estimated delivery date of your Metal Structure can take from two week and up to eight months or later, depending on the delivery location. The delivery indicated in this Agreement is an estimate only and is not a guarantee of when your Metal Structure will actually be delivered. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Metal Structure and all proceeds therefrom until your obligations have been fulfilled. Final payment must be received at your delivery appointment, or prior to any shipment of your Metal Structure.

If you have a concern or dispute, you must send a written notice describing your dispute, and desired resolution to:

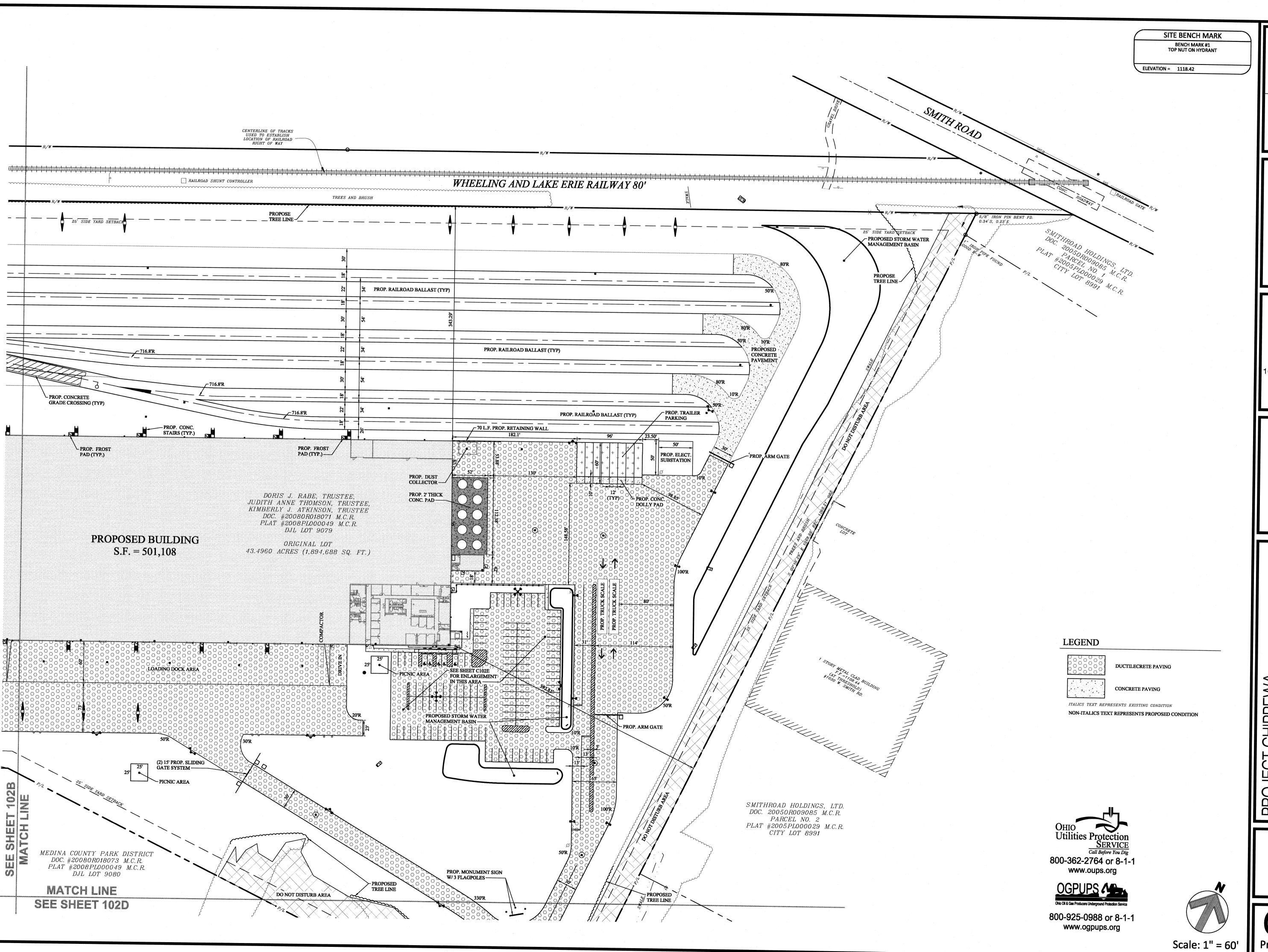
Attention: Processing Department P.O. Box 1308, Mount Airy, NC 27030







Project No. 2017-284



Weber Engineering

2555 Hartville Rd., Suite B Rootstown, OH 44272 www.WeberEngineeringServices.com 330-329-2037 matt@webercivil.com

here Strong Relationships & Superior Service Guide Your Pro



Reg. No.: 61709

CLIENT:

GEIS CONSTRUCTION

10020 AURORA-HUDSON RD. STREETSBORO, OHIO JEN DOTSON PHONE: (216) 218-3507

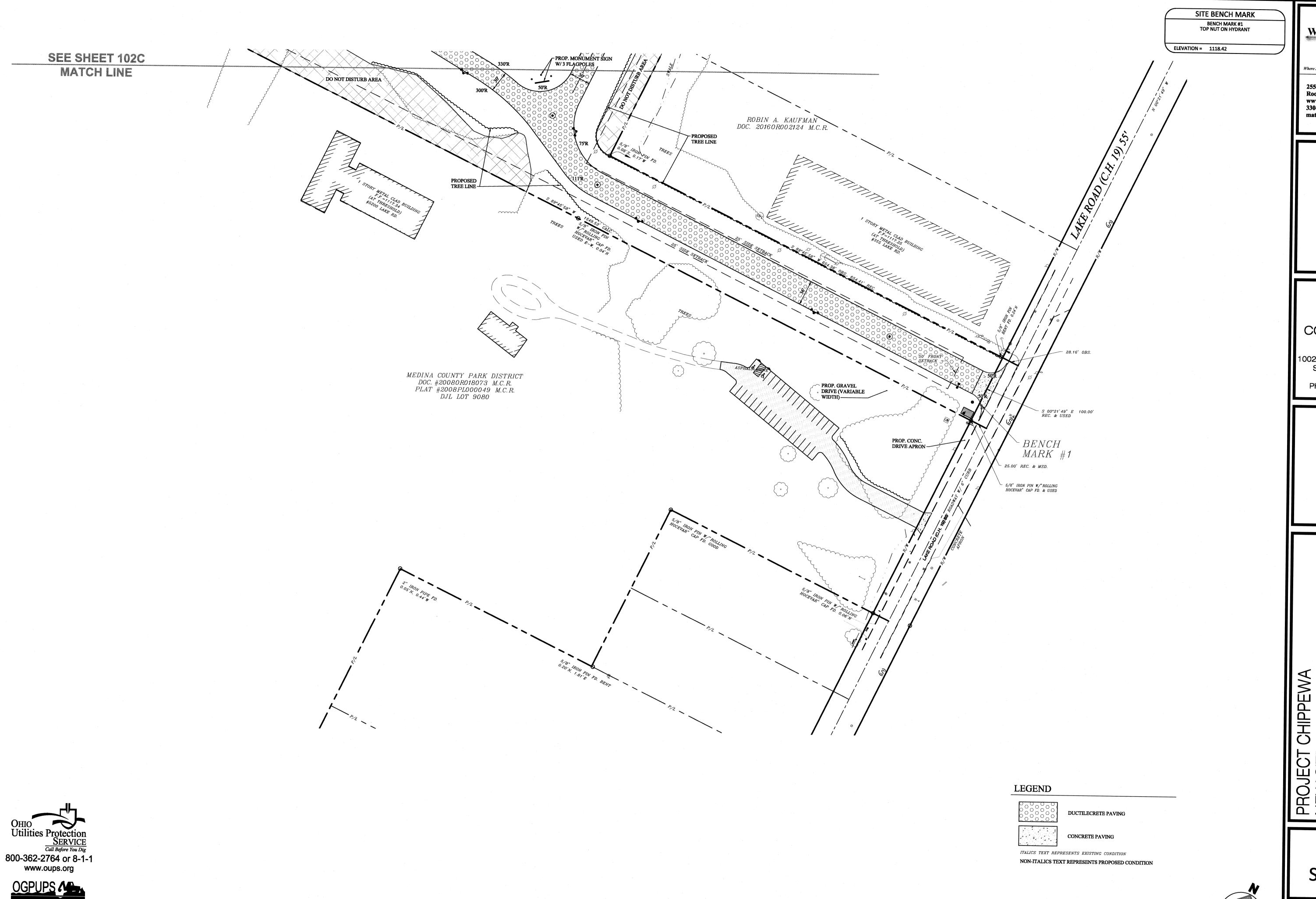
OWNER:

Issue Date
03-13-2018
03-28-2018
05-30-2018
06-15-2018
06-19-2018
06-25-2018
07-06-2018

ROJECT CHIPPEWA EW SITE 75 LAKE ROAD, MEDIN

> PARTIAL SITE PLAN

C102C
Project No. 2017-284



800-925-0988 or 8-1-1 www.ogpups.org

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2555 Hartville Rd., Suite B Rootstown, OH 44272 www.WeberEngineeringServices.com 330-329-2037 matt@webercivil.com



Reg. No.: 61709

CLIENT:

GEIS

CONSTRUCTION

10020 AURORA-HUDSON RD. STREETSBORO, OHIO JEN DOTSON PHONE: (216) 218-3507

OWNER:

Issue Date

03-13-2018

03-28-2018

05-30-2018

06-15-2018

06-19-2018

06-25-2018

07-06-2018

08-07-2018

JECT CHIPPEWA 'SITE AKE ROAD, MEDINA, O

PARTIAL SITE PLAN

C102D
Project No. 2017-284

Scale: 1" = 60'