



# BOARDS & COMMISSIONS APPLICATION

132 North Elmwood Avenue  
Phone: 330-722-9023  
Fax: 330-722-9045  
www.medinaoh.org

Application Number 222-20

<b>GENERAL</b>	Date of Application <u>5/19/22</u> Property Location <u>117 N. Huntington</u> Description of Project <u>Replace existing garage</u>
<b>CONTACT INFORMATION</b>	<b>Applicant</b> Name <u>Mike Hollamon</u> Address <u>117 N. Huntington</u> City <u>Medina</u> State <u>Oh</u> Zip <u>44256</u> Phone <u>216-496-3243</u> Email <u>mike.hollamon@gmail.com</u> <b>Property Owner</b> Name <u>Same</u> Address _____ City _____ State _____ Zip _____ Phone _____ Email _____
<b>APPLICATION TYPE</b>	Planning Commission Site Plan <input type="checkbox"/> Conditional Zoning Certificate <input type="checkbox"/> Code or Map Amendment <input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Final Plat <input type="checkbox"/> Conditional Sign (EMC/Shopping Ctr) <input type="checkbox"/> Cert. of Appr. (TCOV) <input type="checkbox"/> Other <input type="checkbox"/> Historic Preservation Board Certificate of Appropriateness <input type="checkbox"/> Conditional Sign <input type="checkbox"/> Board of Zoning Appeals Variance <input checked="" type="checkbox"/> Appeal <input type="checkbox"/>
<b>APPLICANT SIGNATURE</b>	<p><i>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.</i></p> Signature <u></u> Date <u>5-19-22</u>
<b>OFFICIAL USE</b>	Meeting Date <u>6/9/22</u> Fee (See Fee Sheet) \$ <u>200</u> Meeting Outcome _____ Check Box when Fee Paid <input checked="" type="checkbox"/> Zoning District <u>R-3</u>

**Z22-20**  
**North Huntington Street Garage**

Property Owner: Mike and Laura Hollamon  
Applicant: Mike Hollamon  
Location: 117 North Huntington Street  
Zoning: R-3 (High Density Urban Residential)  
Request: Area Variance to Section 1113.05(l)(2)(A.)(3.) to allow a reconstructed accessory building within the side yard setback

**LOCATION AND SURROUNDING USES**

The subject site is composed of 0.18 acres located on the west side of North Huntington Street. Adjacent properties include the following uses and zoning:

- North – Single Family Residential (R-3)
- South – Restaurant (R-3) and Single and Multi-Family Residential (M-U)
- East – Multi-Family Residential (M-U)
- West – Single-Family Residential (R-3)



**BACKGROUND & PROPOSED APPLICATION**

The site currently contains a home with a detached garage located 2.2 ft. from the north property line. The garage is approximately 377 sq. ft. (14.5 ft. x 26 ft.) in area. The applicant is proposing to remove the existing detached garage and construct a 448 sq. ft. (16 ft. x 28 ft.) detached garage in its place. The proposed garage will maintain the same 2.2 ft. setback from the north property line.

**ACCESSORY BUILDING SETBACK REQUIREMENTS (SECTION 1113.05(I)(2)(A.)(3.))**

Section 1113.05(I)(2)(A.)(3.) states that detached accessory buildings shall be built no closer than five (5) feet to a side property line. The existing and proposed structures are both located at a 2.2 ft. setback from the northern property line.

**NONCONFORMING STRUCTURES (SECTION 1151.02(b)(2)(A.))**

For reference, Section 1151.02(b)(2)(A.) allows for existing nonconforming structures to be expanded by increasing the footprint by up to 50%, as long as the expansion does not increase the nonconformity. The existing structure could be expanded to the proposed size, however, since the proposal is to replace the structure, the section does not apply.

**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.*

The proposed accessory building will result in a minor increase of 2 ft. from the existing nonconforming condition on the site. The proposed building would not appear to alter the character of the neighborhood and will not be detrimental to adjoining properties. As shown in the applicant's submittal, a neighboring accessory structure to the southwest is located at a 0 ft. setback to two property lines.

## **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;**

Relocating our garage would have a negative impact on the functionality on how we use our driveway, garage, and our backyard.

### **B. Whether the variance is substantial;**

I would like to replace the existing 1 car garage with a 1 ½ car garage built in the same location. The driveway and the current location of the garage have made access to the expanded back yard possible. We purchased two parcels of land to add to our lot to give us a decent size backyard.

### **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. The variance will have no effect to the neighborhood and our neighbor. The new garage would still be in the existing location of the current garage.

### **D. Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage);**

None.

### **E. Whether the property owner purchased the property with knowledge of the zoning restrictions;**

No, when we purchased our home in 1995, which at that time we had no backyard (see original mortgage location survey of 1995). The size of our property has changed with the purchase of two additional parcels.

### **F. Whether the property owner's predicament feasibly can be obviated through some method other than a variance; and/or;**

The garage in its present condition needs some major repairs. The garage was built on concrete blocks on the top soil. At some point in time, it will fall over. Moving the garage to keep it 5 feet from the property line would block our view our beautiful backyard and of our family events with our children and grandchildren.

### **G. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting a variance.**

Keeping the garage in its original location keeps the street view the same and will make a great improvement to the property and we will be able to park our car in the new garage (especially during the winter season) without adding more concrete to the back yard and having no negative impact on our neighbors' properties.



132 N. Elmwood Avenue, Medina, OH 44256  
Telephone: 330-722-9030 Fax: 330-764-4385  
[www.medicinaoh.org](http://www.medicinaoh.org)  
[permits@medinaoh.org](mailto:permits@medinaoh.org)

## **ACCESSORY BUILDINGS**

### ***GENERAL CODE REQUIREMENTS***

#### **Planning & Zoning Code:**

**Section 1113.05 (m) Accessory Buildings:** An accessory building attached to the principal building, on a lot, shall be made structurally a part thereof, and shall comply in all respects with the requirements of the Zoning Ordinance applicable to the principal building.

Accessory buildings which are not a part of the main building may be built **no closer than 5 feet to the rear and side lot lines**. Detached accessory buildings must be located in the rear yard and **no closer than 10 feet to any other building**, unless approved by the Community Development Director. If the Community Development Director approves less than 10', Ohio Building Codes do not allow buildings closer than six feet unless the wall abutting such dwelling or other building has no windows or doors, and the interior of the private garage or other accessory structure is covered with a material, such as one-half inch Fire Code drywall, so as to give it a one-hour fire rating.

**The maximum building height of detached accessory buildings is limited to 15 feet.** "Building Height" is defined as: The vertical distance from the finished floor to mid-point between the eave and ridge. **Only three accessory buildings are permitted on one lot.**

The combined area of all detached accessory buildings on a lot shall not exceed 744 sq. ft., except as follows: The maximum combined area of all detached accessory buildings on a lot may be increased to a maximum of 1032 sq. ft. provided that the area shall not exceed 10 percent of the area of the rear yard of the lot.

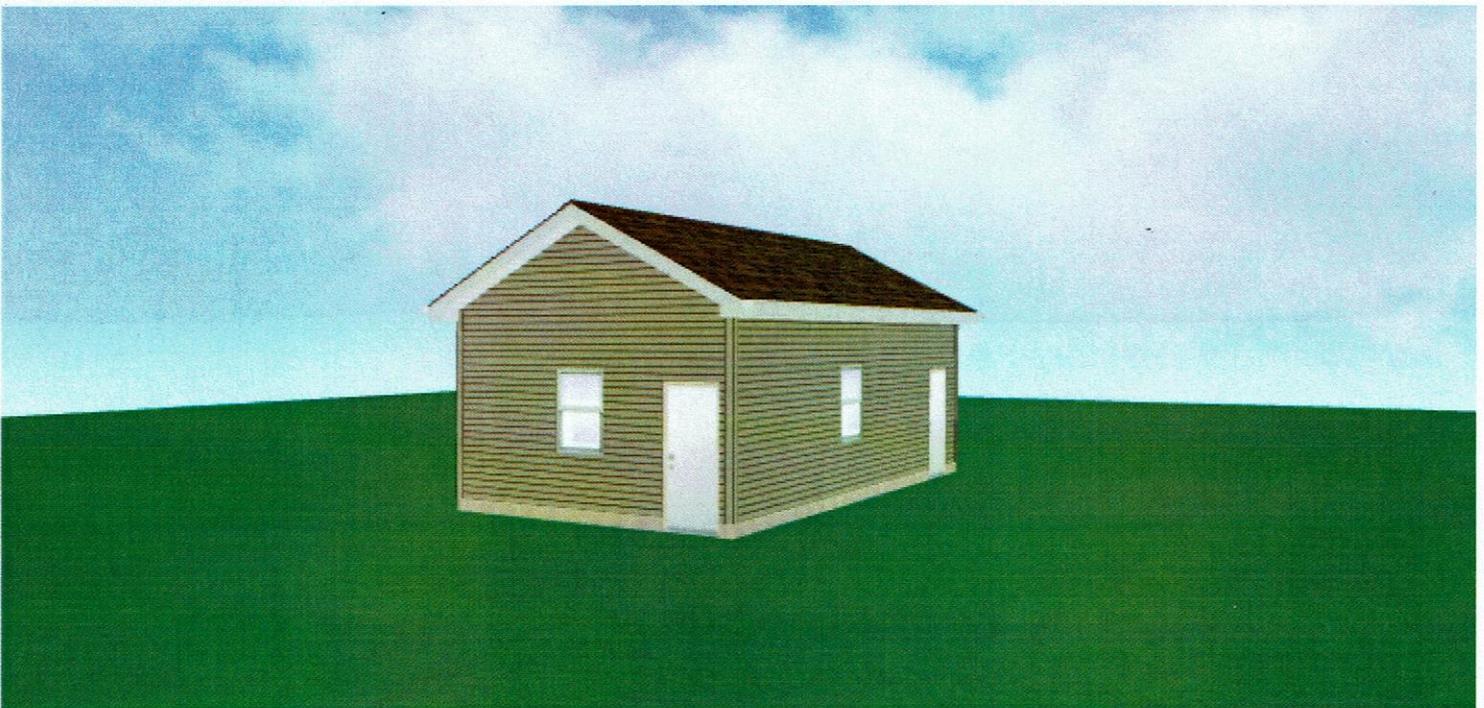
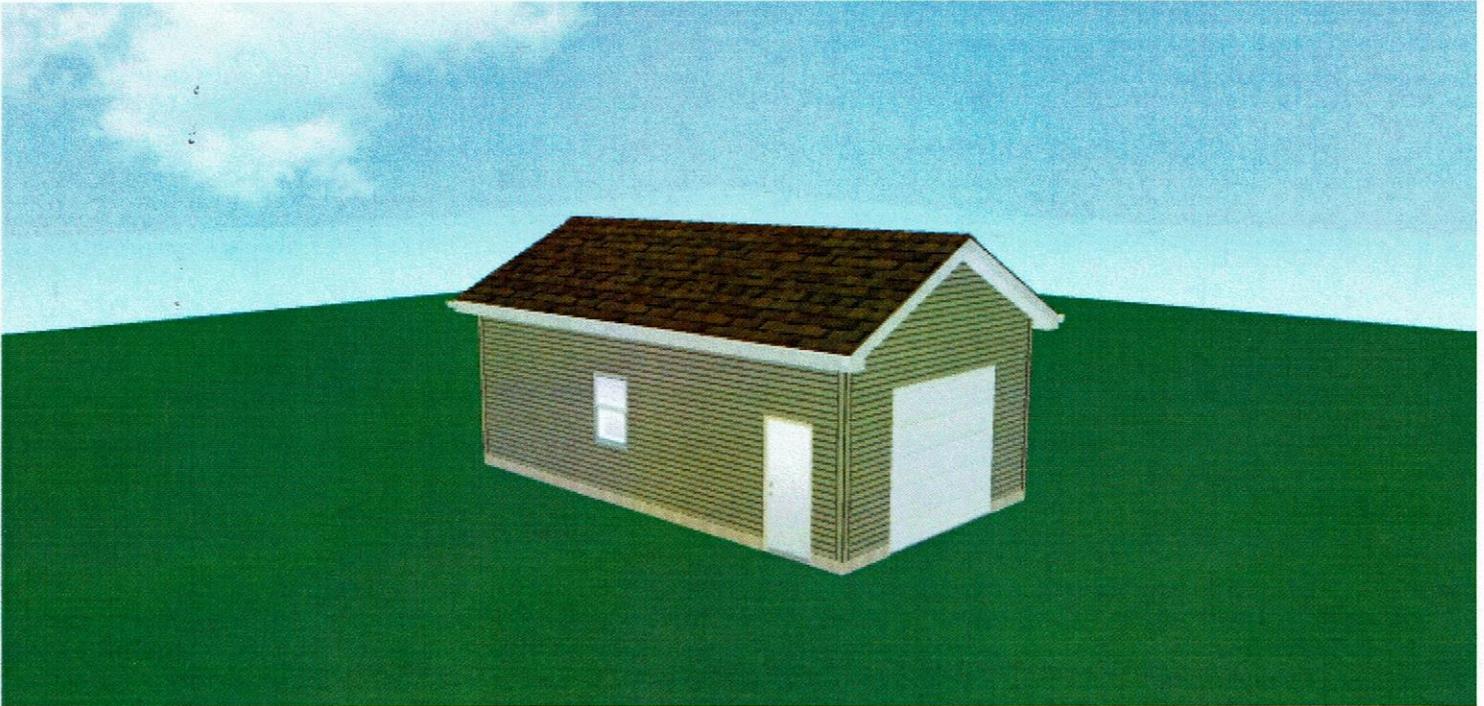
If a detached accessory building is to be used as a private garage or carport, a hard-surfaced driveway must be installed as required by Sections 1145.05(c) and 1145.08(a).

#### **Permit Required:**

An **Accessory Structure Permit & Zoning Certificate Application** must be submitted along with two sets of plans for review.

- **For structures over 200 sq. ft.** - the Accessory Structure Permit fee for a residential submittal is calculated at a \$35 base (\$50 base for commercial), plus \$0.10 per square foot, along with a \$25 Zoning Certificate fee.
- **For structures 200 sq. ft. or smaller** - the Zoning Certificate fee for a residential submittal is \$25.00 (\$50 for commercial).

The **Accessory Structure Permit & Zoning Certificate Application** can be obtained from the City of Medina website at [www.medicinaoh.org](http://www.medicinaoh.org), through the Building Department web page. The City of Medina Building Department can be reached at 330-722-9030 or by email at [permits@medinaoh.org](mailto:permits@medinaoh.org).

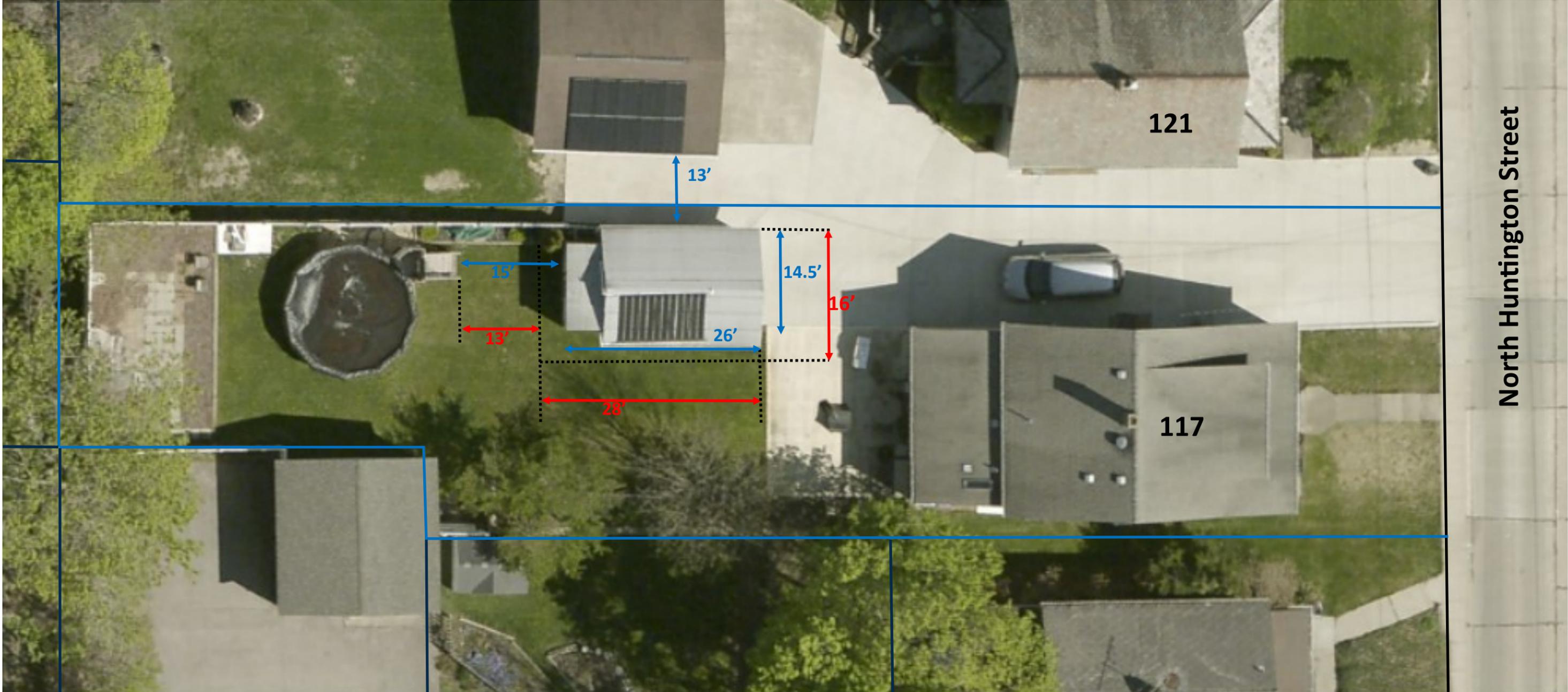






Mike and Laura Hollamon  
117 North Huntington Street  
Parcel # 028-19A-21-375

Reference:  
Blue is existing  
Red is proposed



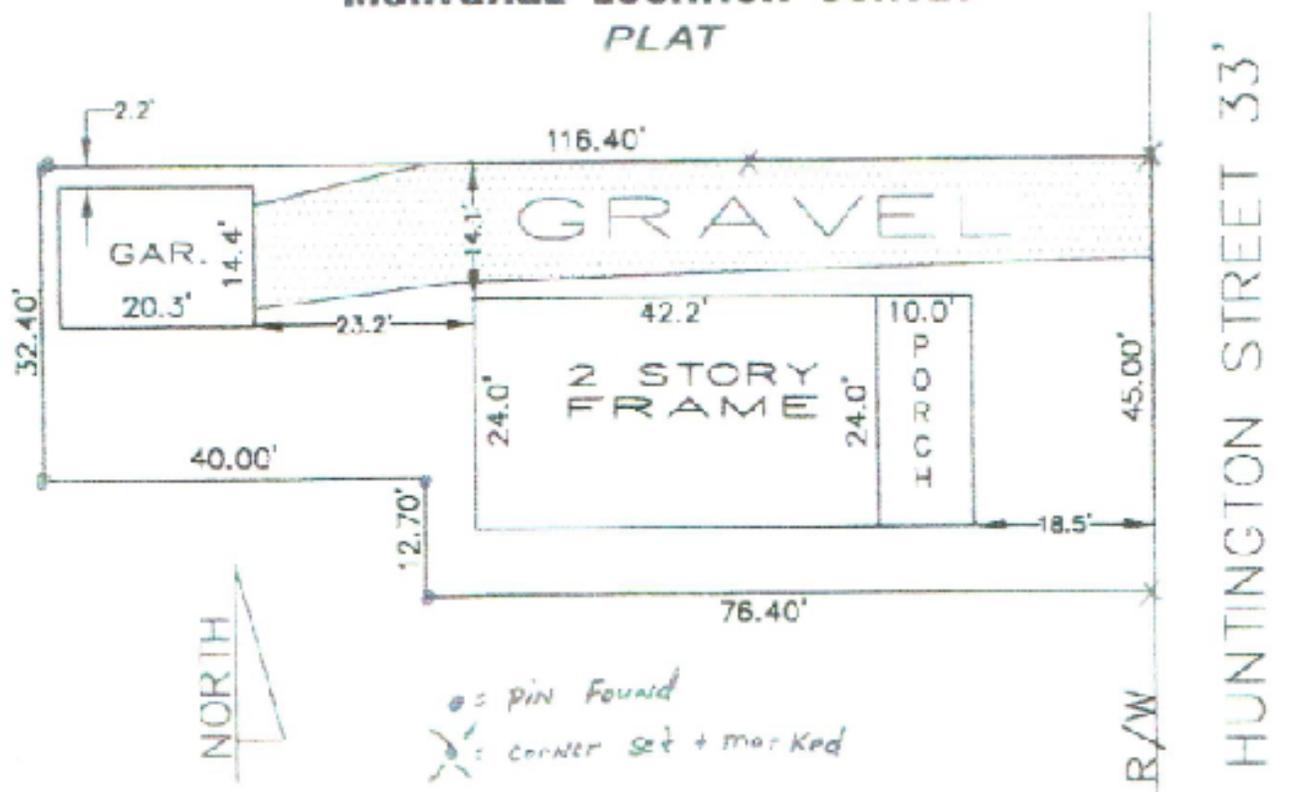
# WOODSCROFT SURVEYING



3172 HEMPHILL RD.  
NORTON, OH 44203

(216) 825-9922 • FAX (216) 666-4883

## MORTGAGE LOCATION SURVEY PLAT



SCALE: 1" = 20'



117 N. HUNTINGTON STREET  
STATE OF OHIO  
COUNTY OF MEDINA  
CITY OF MEDINA  
EAST MIDDLE PART OF LOT 241

Encroachments or Violations:

NONE



*Stephanie Sires*

STEPHANIE ANN SIRES - REGISTERED SURVEYOR NO. 7467

**CERTIFICATION:** WE HEREBY CERTIFY THAT THE FOREGOING MORTGAGE LOCATION SURVEY WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-39, OHIO ADMINISTRATIVE CODE, AND IS NOT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-07 OF SAID CODE.



## Parcel Properties Purchase Agreement

- 1.) This agreement made and concluded in Medina, Ohio, this 26 day of April, 2003, by and between John S. and Barbara M. Grimm, 890 Shorewood Drive, Medina, Ohio 44256 hereinafter called the Sellers, and Michael W. and Laura L. Hollamon, 117 North Huntington Street, Medina, Ohio, 44256, hereinafter called the Buyers.
  - 2.) The sellers and the buyers agree in consideration of the mutual promises of the parties herein contained, the Sellers agree to sell and convey and the buyers agree to purchase and pay for, upon and under provisions, terms and conditions herein expressed, the following described premises: as per legal descriptions of said parcels, parcel number 028-19A-21-124 and parcel split, 12.7 feet x 62.0 feet from parcel number 028-19A-21-123 from property 311 West Liberty Street to join to Property Parcel Number 028-19A-21-120 117 North Huntington Street, legal descriptions attached at closing, provided by Title First Agency of Medina, 387 Medina Road, Medina, Ohio 44256.
  - 3.) The Survey Company involved in this transaction will be Campbell & Associates of Medina, 437 Lafayette Road, Medina, Ohio 44256 working in conjuncture with Title First Agency.
  - 4.) Buyers agrees to purchase parcel number 028-19A-21-124 and parcel split of 12.7 feet x 62.0 feet from parcel number 028-19A-21-123 for the sum of Two Thousand Five Hundred and 00/100 (2,500.00) dollars.
  - 5.) Buyers shall be provided with and approve a Title commitment with copies of all items prior to closing through Title First Agency. All taxes and assessments, both general and special, shall be prorated as of the date of transfer, upon the bases of a calendar year using the amount shown on the last available tax duplicate. In the event the tax amount cannot be determined, the tax proration will be held by the Sellers and prorated to the Buyers when the tax amount can be determined.
-

- 6). Within ten (10) days following the execution of this Agreement, Sellers and Buyers shall cause a fully executed copy of the Agreement to be delivered to Title First Agency of Medina which shall serve as closing agent. The closing agent shall cause to be filed for record a deed representing the parcels as purchased when all funds are paid and documents are filed. Buyers agree to accrae all fees necessary.
- 7). Buyers shall be responsible and obligated to maintain the premises from and after the day of transfer of title to install at their own cost and according to the city of Medina requirements (if any) on the parcels purchased.
- 8). The Sellers agrees to convey said parcels to the Buyer by good and sufficient Warranty Deed with the proper release of dower, and free from all encumbrances.
- 9). This instrument contains the entire agreement between Buyers and Sellers and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied other than herein set forth shall be binding on the Buyers and Sellers. The buyers herein stated that they have inspected the Parcel Properties being sold and are fully aware of the conditions of same and that they have read the contract and understand thoroughly the conditions as set forth herein and that they are not being influenced in any manner whatsoever by any verbal statements of promises in connection with the purchase of said parcels.

Sellers

By: John S. Grimm  
John S. Grimm

By: Barbara M. Grimm  
Barbara M. Grimm

Date: 4-28-03

Buyers

By: Michael W. Hollamon  
Michael W. Hollamon

By: Laura L. Hollamon  
Laura L. Hollamon

Date: 4/26/03