

Bainbridge Township, Ohio
Board of Zoning Appeals
July 16, 2015

Pursuant to notice by publication and ordinary mail, the public hearing was called to order at 7:00 P.M. by Mr. Michael Lamanna, Chairman. Members present were Mr. Ted DeWater; Mr. Joseph Gutoskey; Mr. Todd Lewis and Mr. Mark Murphy. Ms. Karen Endres, Zoning Inspector was present.

Mr. Lamanna welcomed everyone to the regular meeting of the Bainbridge Township Board of Zoning Appeals. He then explained the hearing process and swore in all persons who intended to testify.

Application 2015-18 by Lake Geauga Habitat for Humanity for properties at PP# 02-238800, 02-238900, 02-239000, 02-239100, 02-239200, 02-239300, 02-239400, 02-025800 Railroad Place/E. Broadway

The applicant is requesting area variances(s) for the purpose of constructing a new single family dwelling. The property is located in a R-3A District.

Mr. Robert Gibson of Habitat for Humanity was present to represent this application.

Mr. Gibson testified that his only question is parcel 495 sits right in front of someone's front yard and he doesn't know what we have to do or if we have to keep it all together.

Mr. Lamanna said it is the little triangle at the end.

Mr. Gibson said if it is going to cause any problem, then forget it.

Mr. Lamanna asked if somebody is using that.

Mr. Murphy said you are asking for a variance including part of that.

Mr. Gibson said the guy may want to buy that corner because it is in his front yard.

Ms. Karen Endres, Zoning Inspector testified that she thought it made sense to not encumber this lot as part of the building unit and give Habitat the ability to sell this parcel to the Bells because it really goes with their property and he doesn't need this little triangle to meet the minimum square footage that he needs for the road frontage.

Mr. Lamanna said he thinks it is best to just remove subplot 495 and the board will allow the applicant to carve off 495 if he so desires and it is not needed for the purposes of this variance.

Ms. Endres stated that typically when variances are granted in Chagrin Falls Park affidavits of fact are done as a deed restriction. She mentioned that Mr. Gibson sent the board the updated survey work that was done.

Mr. Gibson said he didn't get it to him until late this afternoon.

Ms. Endres said she has not had a chance to evaluate it but she wanted to let the board know the documentation she was working on prior to this was before the survey work was done. She said she and Mr. Gibson had not talked since then to establish whether or not the survey resulted in a change.

Mr. Gibson said it did not change at all.

Ms. Endres said what you are requesting is still the same.

Mr. Gibson replied yes.

Mr. Lamanna said the actual entrance is off of E. Broadway.

Mr. Gibson replied yes.

Mr. Lamanna asked what the square footage is of the house.

Mr. Gibson said he thinks it is 1,440 sq. ft.

Mr. Murphy asked if that is house and garage or house.

Mr. Gibson said he thinks it is more like 1,664 sq. ft. and a two-story.

Mr. Gutoskey said he gets 1,360 sq. ft., 26 x 32.

Ms. Endres said the zoning application reads 1,498 sq. ft.

Mr. Murphy said 26 x 32 is the house and 24 x 22 is the garage.

Since there was no further testimony, this application was concluded.

Motion BZA 2015-18 – Habitat for Humanity PP#02-238800, 02-238900, 02-239000, 02-239100, 02-239200, 02-239300, 02-239400, 02-025800 Railroad Place/E. Broadway

Mr. Lamanna made a motion to grant the following variances for the purposes of constructing a new single family dwelling on seven existing lots.

1. A variance for the lot size from 11,740 sq. ft. current lot as well as to the lot width the existing lot width of 100’.
2. A variance on the front yards to 25’-11” along E. Broadway and 28’ along Railroad Place.
3. A variance to 15’ on the side yard on the south side.
4. A variance for the rear yard from 90’ to 41’.
5. A variance with respect to the distance of the driveway being less than 100’ from the intersection to allow the driveway as shown on the submitted plot plan.
6. A variance for a total lot coverage to 20%.

Based on the following findings of fact:

1. These are pre-existing lots of record.
2. The actual full lot size of the various pieces being assembled here is greater than the typical size of a building lot in Chagrin Falls Park.
3. The house being proposed is reasonable in size and consistent with the size of other houses in the area.
4. The location will not adversely affect any of the neighboring properties and it is consistent with the character of the neighborhood.
5. The variances will not adversely affect the delivery of public services in this area.

With the following condition:

1. Since there are multiple lots the applicant will submit an affidavit of fact that these lots will be treated as a single lot except for subplot 495 which the applicant is allowed to sell or transfer to the adjacent property owner if that adjacent owner so decides so that the presence of this subplot is not required with respect to the determination of any of these variances but if the applicant at some future date does not get rid of the lot they are permitted to add that in and join it with the other lots by the affidavit of fact if they so desire.

Mr. Gutoskey seconded the motion.

Vote: Mr. DeWater, aye; Mr. Gutoskey, aye; Mr. Lamanna, aye; Mr. Lewis, aye; Mr. Murphy, aye.

Application 2015-16 by Tanglewood Square Delaware, LLC for property at 8535 Tanglewood Square - Continuance

The applicant is requesting area variance(s) for the purpose of installing signage. The property is located in a CB District.

Mr. Lamanna swore in Mr. Leon Sampat.

Mr. Sheldon Berns, Attorney for the applicant, Mr. Richard Katz of Tanglewood Square and Mr. Leon Sampat were present to represent this application.

Mr. Berns testified that in the sixties and seventies small malls were popular but that lasted less than 20 years and they found out that small malls don't work so Tanglewood did a change-over from the mall to the strip shopping center. He said the mall was built in 1973 and since that time there were small stores but there are fewer now than before because of the internet so the variety of tenants have been lessened, you don't have as many choices today and just getting out of the recession, you have to fight to keep every tenant that you have so this is why we are here, we have a problem. He said Tanglewood has got almost 190,000 sq. ft. of retail space and that makes it one of the largest shopping centers in northeastern Ohio. He said the signage is grandfathered because it predated the ordinance but when the ordinance was passed they put a limitation on the amount of square footage that you can have and they have so many signs that are there now but you have vacancies and they need additional signage and he will have Mr. Sampat tell the board in detail about that. He said they want to put in two ground signs to show a variety of tenants, they need one more on Chillicothe Road and they need one on Bainbridge Road so people coming down that road can see who is there. He said they need that because people need to know whether or not the store they are going to visit or if there is a store they want to visit is on the sign. He said because of the layout of Tanglewood which is very different from a normal strip shopping center, they are almost 700' away from the street and there are a lot of other stores that don't face the street so it is important that they have identification on the main roadways so that people, if they are looking for that store, will know they are there. He said there are four buildings and they have two ground signs now and they need two more and as much as he thinks you have one of the best zoning inspectors anyplace he has encountered, we have a disagreement. He said she thinks the way the zoning code is written that we are only entitled to one sign and he thinks the way it is written, they are entitled to four signs, one for each building. He referred to the code section 173.11 (b,4) that states each use, parcel, building or land under common ownership or control shall be limited to one free standing ground sign and the question is what does each mean, does that mean all of them or each one of them.

Mr. Berns continued by saying he reads that as very simple as meaning each one so each building is entitled to one ground sign and actually it is pretty easy to interpret that because you've got another section, 173.11 (a,1) which talks about the total signage area, then it says the aggregate area of all permanent signs for each use, parcel, building or land under common ownership of record or control shall not exceed one and one quarter percent etc. so the people who wrote this thing were brilliant and if they wanted to combine them all together, use the term aggregate, the aggregate of all signage because they are trying to see what else might apply. He referred to Chapter 10 of a Manual of Style for Contract Drafting and it says each means everyone or two or more people or things are regarded and identified separately so no matter which way you look at it you are going to come to the same place, each building is entitled to one ground sign. He said if it were ambiguous, the Supreme Court of Ohio against Clark County zoning department said that the word is an ambiguity and said all zoning decisions whether under administrator or judicial level should be based on the following elementary principals which underlying zoning resolutions are in derogation of the common law and deprive the property owner of certain uses of this land to which he would be otherwise lawfully entitled therefore such resolutions are ordinarily in favor of the property so when something is ambiguous and that is an old case. He said the Ohio Supreme Court in the case of 2013 said exactly the same thing, they repeated that exact language and that is the law in Ohio so if there is any question about it you have got to interpret favoring the property owner but here he doesn't think there is any however if the board agrees with Ms. Karen Endres then we would ask for a variance for the other two.

Mr. Lamanna asked for the first citation of the ordinance.

Mr. Berns said it is 173.11 (b,4) and 173.11 (a,1) that talks about the aggregate theory of each use. He said that is one issue and the other one there is clearly a need for a variance. He said your code has a formula that requires signage based upon the footage of the retail store and that is common and one sign doesn't always fit all and that is the problem here and you will see, if you look at retail strip centers they are generally located 100' back from the road and that works just fine but it doesn't work when you've got almost 190,000 sq. ft. with stores all over the place and stores with more than one tenant because they are going to need more signage. He said those are the two reasons, we need a variance of 405 sq. ft. and that would take care of the signage, the way things are now they need new tenants.

Mr. Lewis asked if they need these extra two signs because some of your tenants want panels on both Bainbridge Road and Chillicothe Road so they want double presence and you are out of space, you can give them single presence on your two existing signs.

Mr. Richard Katz testified that he can't because one of them is owned entirely by Giant Eagle and that is in the center of their store and the other one that is up there is really for the professional building which they sold in 2008.

Ms. Karen Endres, Zoning Inspector testified that the sign advertises businesses in this building.

Mr. Gutoskey asked if that sign has tenants that are in the back.

Mr. Katz replied yes.

Mr. Gutoskey said if you look at the parcel the Great Lakes building is on a separate parcel and we just did a sign variance for them in the past year.

Mr. Lewis said it gave them a very substantial side sign that is easily visible from Bainbridge Road but is not necessarily noticed at 70 mph.

Mr. Gutoskey said he thinks those signs are included in these calculations so if you took those signs out where would it take their total square footage.

Ms. Endres said yes they are.

Mr. Katz said it is on a separate parcel but Tanglewood Partners is the owner of the shopping center and under our ownership (the former Kmart store).

Mr. Lewis said with a lot of land under common ownership it shall be limited to one sign.

Mr. Lamanna said the way he reads it is this is designed that what we are doing, we are treating multiple pieces of property that are being operated together as a single entity and that entity gets one ground sign.

Mr. Murphy said but he is pointing out 173.11 (4) and it says that is not true.

Ms. Endres stated that the reason she chose to interpret it this way is when you look at each use, if you interpret it that each use would get its own ground sign that would mean, in some cases, there would be double the ground signs on one parcel. She said her interpretation as the zoning inspector is that the intention of this was to have one ground sign for each piece of property under common ownership or building or use and if interpreted different it could open the door to have one ground sign for every business.

Mr. Lamanna said to him the clear intent here is that it is an aggregation so it is saying we are aggregating an area, the maximum one and when we find out what that one aggregate area is that gets one ground sign.

Mr. Berns said you are reading under common ownership or control as applying to each one of those buildings, use, parcel or building rather than land under common ownership or control. He said if that is what they meant there is no reason and in the earlier section that he just mentioned and it talks about aggregation, all they had to say there is the area of all permanent signs.

Mr. Lamanna said there are multiple kinds of permanent signs and in different sections of the code there are wall signs, ground signs etc.

Mr. Berns said if you take the word aggregate out it says the area of all signs.

Mr. Lamanna said he thinks the reason they put the word aggregate in is so people won't come in and say the area of all signs, that means each sign can have that area because that is exactly the argument that would be made if the word aggregate wasn't in there. He said we are not talking about aggregating anything, in one case we are aggregating multiple signs and in the other case we are saying this particular parcel or use or aggregate piece of land gets one ground sign.

Mr. Berns asked if you have three buildings and you've got 10 acres you still only get one ground sign.

Mr. Lamanna said yes and he may or may not agree on whether or not that is a wise choice and the board has probably given other people variances when there were situations when we didn't that made sense.

Mr. Katz said the Kmart building was owned by Geauga County until we paid them off because it was under a bond issue so there have been separate ownerships along the way there.

Ms. Endres said in this case they are asking for two more ground signs so she didn't know that section in the code applied but if the board thinks differently.

Mr. Lamanna said technically it doesn't apply because they haven't presented a comprehensive and cohesive sign package to the board but it could apply if they wanted it to because they would meet the size requirements.

Mr. Gutoskey said he doesn't know if it would change the allowable square footage or not.

Mr. Murphy asked about the acreage of the property.

Mr. Leon Sampat testified that there are 20 acres.

Mr. Murphy said we have two different shopping centers and 173.02 is the definition so we have a large commercial shopping center which is 20 acres or we have just a plain old commercial shopping center which is at least eight acres. He asked if the 20 acres includes the old K-mart building too.

Mr. Sampat replied yes.

Mr. Murphy said it is either one big lot or it is not.

Mr. Gutoskey said they are connected with an over-hang.

Mr. Sampat said there is actually a separation on the over-hang because it is not actually attached to the building.

Mr. Katz said when they got the revenue bonds for that you couldn't have anything near it.

Mr. Lamanna asked what the total acreage is of the entire two parcels.

Mr. Sampat said 20 acres.

Ms. Endres said she is coming up with 16 but the big parcel here is 11.92 acres.

Mr. Katz said the K-mart building is 4.7 acres but then they have the green areas.

Ms. Endres asked if those are separate parcels.

Mr. Katz said there is a separate parcel, the green area.

Mr. Murphy said everybody in Bainbridge has been talking about that odd parcel that should just be a Taco Bell but it will never be because there are orchids there etc. so the 20 acres includes that parcel.

Mr. Katz replied yes.

Mr. Murphy said it definitely fits a commercial shopping center.

Mr. Lamanna said they can have 100 sq. ft. per side on one street and 50 sq. ft. per side on the other street.

Mr. Berns said that doesn't really change anything, you have two existing ground signs that are grandfathered, one of them is a ladder sign and we need one on Rt. 306 and we have no identification on Bainbridge Road.

Mr. Sampat said he is going to go back to the wall sign calculations and there are tenants on three sides of the building so that hurts them with the calculations. He said they have a 121,000 sq. ft. building with only a 358' frontage so that brings their calculation down to that 121,000 sq. ft. and in addition to that they have tenant space within that between 100' x 200' deep so that brings their total signage area right down because we don't have that frontage. He said he brought some examples of some global strip centers that the ordinance calculations make sense on, we have one at 20,000 sq. ft. and it is 405 sq. ft. allowable in signage. He said example one is on E. Washington and Park Circle and this one has 20,000 sq. ft. of building area with 405 allowable sq. ft. of signs, we have a 189,000 sq. ft. of building with 1,196 and this building has 19,000 sq. ft. of building with 406 sq. ft. of signage and this structure that is 30,000 sq. ft. with 459 allowable sq. ft.

Mr. Lamanna said we have never done signs based on square footage of the building. He said the whole sign thing is built on the individual business so the fact that you have a huge amount of square footage or a small amount of square footage it is no longer an interest to us, we are interested in how many tenants you have in there, how many different tenants you have so if you've got 20 tenants in a fairly small space you are going to have a higher ratio of signage to square footage than if you've got a giant building with three tenants.

Mr. Sampat said they have tenants that they don't get counted for.

Mr. Lamanna said that is what the board is considering not that you have so much square footage.

Mr. Berns said there are tenants on inner buildings that don't have any visibility from any roadway.

Mr. Lamanna said that is more relevant than all of the square footage arguments in the world. He said let's focus the discussion on those topics that are relevant to what our decision is, all this talk about square footage and how much this guy has or that guy has is really no evidentiary value to the discussion we are having here. He said places that are on the back side of the building that have no exposure to any street, that is relevant because we need to make accommodation for that because the sign ordinance is not designed to deal with that type of situation on a normal course of events, it is exactly what a variance is designed for.

Mr. Sampat said your sign ordinance really doesn't apply to this and it limits this building drastically because of the tenants on the back side so we are limited on square footage based on that so that is the major argument here.

Mr. Lamanna said we are adding in the 30% so the consideration is we now have a building that actually has tenants going around at least three sides.

Mr. Sampat said some of these aren't being occupied because of the fact of visibility.

Mr. Lamanna said there are actually three sides of tenants on that back side of Giant Eagle.

Mr. Sampat said correct and that is part of their argument for the ground sign, the closest is this structure at 107' but the main structure is close to 360' and the Great Lakes building is 631' away from the main street.

Mr. Lewis said the Great Lakes building has very tall front lettering.

Mr. Sampat said they are having issues right now because people don't know they are there so they need more presence at the street frontage and that is the main reason they are here is because they are getting comments back from people who are shopping saying they didn't know they were even back there.

Mr. DeWater said those two other buildings block it.

Mr. Lewis said and the gas station.

Mr. Lamanna said he thinks what happens is the sign is there and plenty readable but the problem is your eye is sucked up by everything around it, it is totally visible but your eye isn't looking that way.

Mr. Sampat said the other problem they have is once they are seen coming north you are already past the entrance drive so that is why we are trying to get it closer up here.

Mr. DeWater asked if Giant Eagle owns the sign.

Mr. Katz replied yes and there is the GetGo sign, then no sign and then their sign.

Mr. DeWater asked wouldn't it work better to work with Giant Eagle to re-work their sign and work on one common goal to have one sign.

Mr. Katz said he doesn't have that much money to get them to do that.

Mr. DeWater said you could re-work the Giant Eagle sign and move it down towards the driveway.

Mr. Lamanna asked which side of the driveway they want to locate the sign.

Mr. Sampat said one is on the south side of the main drive and one is on the other side.

Mr. Lamanna said it makes perfect sense to have the sign on the side drive because it is easier for people going by and turning left on the freeway and never even knowing what is back there.

Mr. DeWater said when you keep adding more signs on Rt. 306 it just clutters it and confuses the issue a little more.

Mr. Lewis said he is not buying the fact that it is a problem once they have driven by the sign because there is a north entrance into the shopping center also 100' down the road so there are two doors in.

Mr. Sampat said Great Lakes will not have a prompt visible sign on the Giant Eagle sign.

Mr. Lewis asked if Giant Eagle won't let them have a panel.

Mr. Sampat said not that size.

Mr. Lewis said forget the size, they have three empty panels. He asked if Giant Eagle won't let the sporting goods store put in a panel.

Mr. Sampat said not at that size.

Mr. Lamanna asked how big that sign is.

Mr. Sampat said is 5' x 8' or 40 sq. ft. plus or minus.

Mr. Lamanna asked how big the middle one will be.

Mr. Sampat said the sign is 6'-6" wide and the sign area is 76" tall and 10' high.

Mr. Lamanna noted that the ground sign for the professional building is an off-premises sign.

Ms. Endres said yes it is.

Mr. Berns said they have a cross-easement, there is a property right to have a sign there through the easement.

Mr. Lamanna said the easement doesn't create a zoning exception. He said you could always grant an easement and put up a sign anywhere, it would totally defeat the purpose.

Mr. Berns said it was under the same ownership.

Mr. Lamanna said they may have come in and sought a variance adding the sign there.

Mr. Berns said it is grandfathered.

Mr. Lamanna said that is not grandfathered, they made it non-conforming, that doesn't mean it is grandfathered and they should have come in and got a variance for it. He said there is a prohibition against off-premises advertising.

Mr. Berns said if it was there before the ordinance was there or any amendment to it, they can keep the sign there.

Mr. Murphy said the new ground sign #1 going in right next to the turn in and out of that first driveway conceivable is a real sight blockage.

Ms. Endres brought up the GetGo sign on the aerial view.

Mr. Murphy said you are blocking every view trying to look for the corner for the second car turning lane and anybody coming out of that can't see the light that way and if you are coming out of the parking lot trying to turn left you won't see the whole intersection.

Mr. Lamanna said here you have people turning right and left who are looking back to see the oncoming traffic and the sign is between them and the oncoming traffic.

The board discussed the widened right-of-way in that area.

Mr. Murphy said in looking at this it looks real close to the driveway and it looks like it should be scooted up towards the GetGo sign.

Mr. Katz said and they fly past it and don't see it.

Mr. Lamanna asked if they think that side is better than the other side.

Mr. Katz replied yes, it gets more traffic than Bainbridge Road.

Mr. Lamanna said no the opposite side of that driveway because if it is on the other side then it is not an issue because people aren't looking at the traffic that they are pulling out into.

Mr. Katz said Giant Eagle won't allow them to do anything with that sign.

Mr. Murphy asked why they have a multi-tenant sign up front.

Mr. Katz said they left it there because he needed some signage for people but to get into a negotiation with them and try to get them to change something, it would cost a lot of money.

Mr. Lewis said he is not trying to be difficult but he has a real safety issue with the location of that sign right at that access point and we have worked at least 10 years in trying to clean up that intersection to make it safe for people to get in and out and we went through this with GetGo and cut through access roads there to make this thing safe. He asked if Giant Eagle owns all of that green space north of the driveway.

Mr. Katz replied that it is under lease.

Mr. Lamanna said people who give their tenants lease control have created their own problems, it is not our job to solve your lease problems.

Mr. Lewis said how about the guy who is coming across the professional building into there, he can't even see if a car is coming in because the sign is going to be blocking his view.

Mr. Lamanna asked if it can be moved down farther, that would certainly help because the angle would give a farther view down the road and also the secondary problem with somebody in that little parking lot, when they come to the end of the access drive in the parking lot so that they can see if there are cars turning in.

Mr. Lewis asked about the temporary removable lease sign and if that is an advertisement sign.

Mr. Katz said it is an advertisement sign.

Mr. Lewis asked Mr. Katz if he was going to take a panel for him.

Mr. Katz said no.

Mr. Lamanna asked if Giant Eagle will have a sign on the Bainbridge Road side.

Mr. Katz replied no.

Mr. Murphy said the new sign has literally twelve spaces.

Mr. Lamanna asked what if Giant Eagle wants a sign on Bainbridge Road.

Mr. Katz said it is not their leased parcel, they can't do it.

Mr. Murphy said you are going to have this as a multi-tenant sign and have an LED message center and asked if they know that Bainbridge does not allow flashing signs.

Mr. Katz said he knows.

Mr. Murphy asked if they really need an LED sign there because nobody likes them.

Mr. Katz said it is going to be the size of a regular panel.

Mr. Murphy asked why.

Mr. Katz said because Great Lakes wants to advertise their specials.

Mr. Murphy said we could be a township without LED message centers.

Mr. Lamanna asked what is going to happen to the existing Giant Eagle sign, are the other tenants names going to be taken off.

Mr. Katz said if you the board wants him to do that, he can do that but then you will have a blank space under the Giant Eagle.

Mr. Lewis said they should be on one or the other sign.

Mr. Berns said they have a right to maintain tenants on that sign.

Mr. Katz said they will do that but it will make it less attractive but it is up to the board.

Mr. Lewis said it is hard to give consideration for more signage with a guy you are advertising for already has a place on their sign.

Mr. Berns said there will not be more than one sign per tenant on Rt. 306.

Mr. Lewis said we seem to be past the location issue of the proposed new ground sign on Chillicothe Road and asked if the applicant wants to talk about the ground sign on Bainbridge Road and the visibility there and are people going to be able to see the traffic.

Mr. Lamanna said they have it on the good side, the other side is the problem with people looking left, the traffic is right there, you are immediately going into that traffic lane.

Mr. Murphy said on sign number two you are on the Rt. 306 side of that entrance meaning you are really trying to catch the eastbound traffic more so than the guys coming in.

Mr. Katz said the state is less diligent on cleaning the scrub that is front of it, you can't really see anything if you get too close to that area south of Great Lakes.

Mr. Murphy asked if the green zone buffer is not their property.

Mr. Katz said part of it is and part of it isn't.

Mr. Sampat said it is not being maintained beyond that but ideally he thinks the board is in agreement that that is the better spot that they have it on.

Mr. Katz said on the other side there is a telephone pole that may help block your vision going the other way.

Mr. Murphy said when Great Lakes came in just a few months ago they didn't look for a ground sign it was just building.

Ms. Endres said they worked together to compile a spreadsheet analyzing all of the signs on the property.

Mr. Sampat said on sheet A they have all of the signs there.

Mr. Murphy said the actual total signage allowable is 1,196 sq. ft.

Ms. Endres said that is correct.

Mr. Murphy said we are looking at a variance of 410 sq. ft.

Mr. Berns said that includes everything.

Ms. Endres said there will be 195 sq. ft. of new signage and that includes the Giant Eagle ground sign, included is the sign for the back building and the real estate sign is also calculated in there.

The board discussed the real estate sign.

Mr. Murphy asked once the space is filled up if there will still be a sign there.

Mr. Katz said if it stays full.

Mr. Lamanna asked why that doesn't go onto one of the ground signs.

Mr. Gutoskey asked if all of the panels will be taken on the ground sign.

Mr. Katz said not yet.

Mr. Lamanna said when all of the spaces are filled you don't need to advertise and when a space opens you can put a panel on the ground sign.

Mr. Katz said he can do that but there are lots of tenants that move, they go in and they go out and we will have to advertise for them again.

Mr. Gutoskey said if you are full you won't need that sign and you can use all of your panels but if you have a vacancy, you can take a panel off and put your name on it.

Mr. Lamanna said or reserve a spot at the bottom.

Mr. Katz said no one is going to see the directory sign.

Mr. Murphy said they are not looking at who is there already, they are looking to see if there is a sign for who is handling the property.

Mr. Katz said the sign is 4' x 8'.

Ms. Endres said this is a problem she has, there is not a provision for real estate signs.

Mr. Murphy said we allow for residential but not commercial.

Mr. Lamanna said otherwise there would be a permanent sign up there.

Mr. Lewis said it is essentially a permanent sign, whether you are full or not it never comes down.

Mr. Katz said this is one of the reasons we are here, we have some tough spaces in certain spots.

Mr. Berns said you will always have turn overs.

Mr. Lamanna said right but he thinks the idea is we didn't want these freestanding signs stuck up all over the place and he thinks that was the intent of it.

Mr. DeWater said when you remove the tenant's names from the Giant Eagle sign, put your sign there.

Mr. Katz said not a prayer.

Mr. Murphy said if they come in front of us they are down to 32 sq. ft. on either side and the rest of that whole sign they can paint it over black if in fact maybe you could work out a deal with them that you have got to put your real estate sign there on the same thing perhaps they would like to put Giant Eagle a little bit bigger on the top half of the sign because right now they have got whatever they are allowed and are allowed only a certain amount of square footage for their name.

Mr. Katz said it is just not going to happen.

Mr. Lamanna said there are other tenants on that sign now so what are your rights with respect to that sign.

Mr. Katz they are unclear and there are many tenants that without that would not have any signage at all.

Mr. Lamanna said so why would they care if those tenant's sign disappear.

Mr. Katz said he is in agreement with that that they come off the Giant Eagle sign. He said that sign has 8' bushes in front of it and they start to grow and when it covers a couple of the tenants he has his maintenance men go out there and cut.

Mr. Lamanna said that is a problem with landscaping around a ground sign.

Ms. Endres said the code requires it and added that the sign diagram she has is very small and vague and we require a stone or brick façade on the ground signs with landscaping around it.

Mr. Katz said it will not be stone, it will be brick.

Mr. Lamanna asked if there are any other problems with signs that shouldn't be there.

Ms. Endres said she could not find a paper trail for the window signs or the real estate ground sign.

Mr. Lamanna referred to the master list and asked if there are tenant spaces that have no sign allocation associated with them.

Ms. Endres said she does not think so, in fact there is going to be a new tenant going in the LaLook spa space.

Mr. Katz said the restaurant is open.

Mr. Berns said everything is accounted for and they counted every possibility so they don't have to come back to the board again.

Mr. Lamanna said basically effectively there is a comprehensive plan here that says you have this many signs and here is the total signage that is permitted for everything.

Mr. Berns said correct.

Mr. Lamanna said and you have to manage within that number.

Mr. Berns said that is correct, that is the way this was done.

Mr. Lamanna said he wants to take out this off-premises sign and let that stand on its own because he thinks it is a separate animal and at some point they may want to change it.

The board discussed the Giant Eagle sign.

Mr. Lamanna said they can have what they've got there, the rest of it is going blank. He said the board will permit three ground signs.

Mr. Katz asked what about the real estate sign and everybody else has them on their properties.

Mr. Lamanna said he knows but you have to chase these one at a time.

Ms. Endres said the sign code was changed in 2011 so if they gave that application prior to 2011 it would have been under a different resolution.

Mr. Katz said it was Frank McIntyre, the real estate sign.

Ms. Endres said she couldn't find a paper trail on it but she is not saying it wasn't approved.

Mr. Lamanna said the pedigree at this point doesn't really matter, it is like everything else, you come in and you want variances and it means some things may have been pre-existing are going to have to go as part of getting the variance. He said people come in and request variances but they have to get rid of other existing things that they have if they want to get a variance, they can't keep all of their non-conformities without bringing it into conformity. He said the board would be willing to go with the three ground signs but not four.

The board discussed removing the tenants from the Giant Eagle sign.

Mr. Katz said it is going to be hideous but it is going to be their problem but he won't have to trim the bushes anymore. He said it is not his sign so he can't really work on their sign.

Mr. Gutoskey asked when one of the tenants leaves do they come and take them out of the sign.

Mr. Katz said they turn them backwards.

Mr. Lamanna said the board could send Giant Eagle a letter that based on this application all of these signs have to be removed and to understand that this is their sign so take care of it. He said we are going to take out 102 sq. ft. for the off-premises professional office building ground sign, that the board will deal with separately. He said we will remove the 48 sq. ft. for the existing real estate ground sign and will reduce the existing Giant Eagle ground sign by 40 total sq. ft. (20 sq. ft. on each side) so that gets the total to a number that will be rounded off to 1,420 sq. ft. and the real estate sign will be removed in 30 days after the new signs are installed. He said there will be 1,420 sq. ft. as a master plan to allocate among the tenants and that covers everything that is on the application with a few extra sq. ft.

Mr. Lewis said and if you get into a pinch make a panel for yourself on one of the new signs so you can have a filler one on the bottom row.

Mr. Lamanna said there will be two ground signs, the one ground sign is going to be relocated farther south on Chillicothe.

Mr. Gutoskey said centered in front of the main building.

Mr. Lamanna said the off-premises sign for the professional building will count toward the professional building signage and a letter should be sent to them that technically this is a non-complying sign and a variance was granted to the other property to have the sign there but we need from them their acknowledgement and agreement that that sign is going to count against their sign allowance as if it was on their property and that will be a condition for granting the variance to have the off-premises sign.

Mr. Gutoskey said and the letter will go to Giant Eagle too.

Ms. Endres said next time they make a sign request will that trigger a need for a variance.

Mr. Lamanna replied yes. He said the choice is either to consent to treat that sign that way or there is no variance and they have an off-premises advertising sign they are going to get cited for. The alternative is if they don't want to agree with this then they will get cited for an off-premises sign and they are going to have to come before the board and go to the whole process and end up in the same place anyway.

Since there was no further testimony, this application was concluded.

Motion BZA 2015-16 – 8535 Tanglewood Square (Signs)

Mr. Lamanna made a motion to grant variances for property at 8535 Tanglewood Square which the board will include the parcels encompassing the main building and the Great Lakes Outdoor building and the little green space pieces if they are not part of this parcel. The applicant has requested variances to construct additional signs. The board is currently going to treat this application as a commercial shopping center and this will be a cohesive sign package plan that will be approved.

1. An analysis of the existing signage of the property was conducted.
2. The board is ignoring the existing sign for the professional office building located off-premises and that will be handled separately from this motion.
3. Based on the exclusion of the off-premises sign and various calculations to allow signage the board will grant a total signage area of 1,420 sq. ft., a variance from the 1,196 sq. ft. currently calculated as the permitted amount.
4. The board will allow the two ground signs that have been proposed on Bainbridge Road and Chillicothe Road in the size and structure as shown except that the applicant will complete, before granting a zoning permit, a revision of the facing material to comply with the code requirements and landscaping plan to comply with the code requirements.
5. The ground sign on Chillicothe Road will be moved south to a point roughly at the middle line of the building that is closest to Chillicothe Road to improve the sight distance along Chillicothe Road.
6. The board will also grant a variance for the purposes of maintaining an existing ground sign identified as Tanglewood Square and Giant Eagle. That sign will be maintained with the existing sizes for the Tanglewood Square and Giant Eagle. The remainder of the sign which has places for other tenants and some other tenants listed, once the new signs are put in place, will no longer be permitted as space for advertising tenants so the size of that ground sign will be reduced to approximately 20 sq. ft. per side that those other tenant signs occupy and notice of that fact will be given to Giant Eagle by the Zoning Department.
7. With respect to maintaining this sign the sign is now going to be maintained on the assumption that Giant Eagle is not going to be on the two new signs. If at some point in the future Giant Eagle wants to be on those signs then that existing ground sign would have to be removed if they want to go onto those other signs, if that should happen.
8. The existing 48 sq. ft. real estate sign is not being granted a variance. The applicant will have until 30 days after the completion of the two new ground signs on Bainbridge Road and Chillicothe Road to remove that real estate sign.

9. There exists a current sign advertising businesses on the adjacent property and this sign is a legacy of former ownership of that property, nevertheless it constitutes off-premises advertising, however due to the existing arrangement of the property and the fact that this building is located back away from the road, it is reasonable to grant a variance to have this sign at this point. However, since the board is not counting the total signage for the tenants on the property it has to be counted in the signage for the property which has an easement on this area for the sign and therefore as a condition this variance coming into effect the using property owner who has an easement must agree that that sign will count against his signage on a going forward basis otherwise the sign will be non-conforming. The Zoning Inspector will send a notice to that other property owner requesting them to complete an acknowledgement that they agree that this sign will be applicable to the signage permitted on their property.
10. With respect to the interpretation/question on the error of the Zoning Inspector, with respect to the definition of the number of ground signs allowed, that appeal is denied. The clear reading of the statute is that in this case the entire property owned or under common control is treated as a single property and that the permitted ground sign falls under the provisions that would normally allow only one ground sign for such properties. The board has noted that it is being treated under Section 173.11 (b,4) b.

Based on the following findings of fact:

1. The 200 sq. ft. variance is granted to the total signage to account for the fact that there are tenants in part of these buildings that are located in the back of the building with no frontage on either of the two streets and therefore there needs to be appropriate signage.
2. In addition this will allow the board to harmonize the existing signage of the property with current sign regulations and will also create a mechanism for the ownership to manage the total signage plan within the center to conform to a specific total requirement.
3. The reason for granting the additional ground sign, due to the large area of the property along two frontage streets and given the fact that there is one existing ground sign for one very large tenant and the other two signs are primarily related to the other tenants in the center that it reasonably conforms with the intent of what the ground signs were.
4. The board will note that part of what is anticipated in this plan is the changeable copy sign and that must comply with the other requirements with respect to changeable signs otherwise applicable in the code.

Mr. DeWater seconded the motion.

Vote: Mr. DeWater, aye; Mr. Gutoskey, aye; Mr. Lamanna, aye; Mr. Lewis, aye; Mr. Murphy, aye.

Application 2015-17 by Dennis Guritza for property at 17727 Lost Trail

The applicant is requesting area variance(s) for the purposing of constructing a shed. The property is located in a R-3A District.

Motion BZA 2015-17 – 17727 Lost Trail

Mr. Lamanna made a motion to postpone this application to the next regularly scheduled meeting to be held August 20, 2015 at the request of the applicant.

Mr. Lewis seconded the motion.

Vote: Mr. DeWater, aye; Mr. Gutoskey, aye; Mr. Lamanna, aye; Mr. Lewis, aye; Mr. Murphy, aye.

Application 2015-19 by Timothy Roach for property at 7285 Aurora Road

The applicant is requesting area variance(s)/use variance for the purpose of selling outdoor and seasonal products. The property is located in a CR (MUP) District.

Mr. Timothy Roach, Jr. and Mr. Timothy Roach, Sr. were present to represent this application.

Mr. Timothy Roach, Jr. testified that they are selling nursery stock plants, mostly annuals and they would like to sell stone, that is mainly what he does, stone work, patios, retaining walls, veneer, signs and things like that.

Mr. Lamanna said we are talking decorative stone, not aggregate stone.

Mr. Roach, Jr. said decorative stone but that as well and he is creative with stone, that is what he does and he owns a lawn maintenance section, he has hard-scaping, patio but at that location specifically he would like to be able to sell the plants and he would like to be able to sell stone to homeowners and pallets, whether it is flagstone or bluestone there are many different types of stone, granite, things that they can decorate their properties where they don't have to go to a full stone yard and buy massive pallets of it as he does as a landscaper or they go to Home Depot and have to buy it by the bag so they would like to be able to sell stone and the plants as well as bulk mulch. He said that is basically it but as far as gravel is concerned he does not want to sell gravel out of that location or anything like that, he will have it on display for sale but they will not sell it out of that location, he will go get it and deliver it.

Mr. Gutoskey said so you are not going to store aggregate there, just samples.

Mr. Roach, Jr. said no but he would like to be able to sell bulk mulch out of that location and that is the main thing. He said the bulk mulch he feels will be one of the biggest assets to that area, there is not really an area around here that sells bulk mulch. He said there are the guys across the street from Home Depot but we will be there full-time, people will be able to come there at all times.

Mr. Lamanna asked how they plan to have the mulch stored.

Mr. Roach, Jr. said they will have the concrete ingots that would divide it.

Mr. Lamanna asked if they will be open top concrete bins.

Mr. Roach, Jr. said absolutely and the other thing he would like to store there would be topsoil because it is hard to find and the only way you can get it is by the bag if you are a homeowner and they would also provide services as far as delivery.

Mr. Lewis asked if they have a bobcat.

Mr. Roach, Jr. said yes and what we are allowed to do is depending on what kind of loader we will bring in there, we could use a bobcat but all we need is a little bit big-rig size loader but it depends on what we will be able to do.

Mr. Lewis said so we could be storing that machine outdoors.

Mr. Roach, Jr. said yes probably. He said this is what he would be displaying as far as the gravel, sand and things like that.

Mr. Lamanna asked if they own this whole property.

Mr. Roach, Jr. said no he just rents it.

Ms. Endres said she thought that the owners were going to be here.

Mr. Roach, Jr. said they are in Vegas right now.

Ms. Endres said typically property owners are present for any types of hearings.

Mr. Roach, Jr. replied yes.

Mr. Lamanna asked if there is an authorization letter.

Ms. Endres said yes it is in the packets.

Mr. Lamanna said there is a lease agreement but it is not enough.

Mr. Roach, Jr. said they keep it as clean as possible.

Mr. Lamanna said here is the problem, since this action binds the property owner the property owner has to be here in person or he has to basically give you a power of attorney that says you are allowed to speak on his behalf and bind him to whatever is agreed to because what we do here, we can't enforce it against you, we can only enforce it against the property owner so if he is not here and you agree to something and you don't do it and we go to enforce it and then he says he never agreed to that then we have a big legal problem on our hands so he either needs to be here so he can consent to anything or he has to give you specific authority to bind him. He said the board will have to postpone acting on this until next month.

Mr. Roach, Jr. said that is fine and asked if he can continue.

Mr. Lamanna said yes, give the board more information on this or whatever, absent having the owner here we are not going to be able to act on it.

Mr. Roach, Jr. said everything is locally grown, all of the plants come from Eagle Creek which you know, Petittis bought out Eagle Creek but we go right to the wholesaler and they are located right in Hiram so we get all of our plants from them, all of the mulch comes from Gallagher mulch that is located right in Mantua and most of the stone comes either from some of the quarries and as far as boulders are concerned they come from Broadbend or Lakeside, everything is local. He said the only other things he would like to do there is build things out of stone, his grandfather was a brick layer.

Mr. Lamanna asked if they are leasing the whole building or just a part of it.

Mr. Roach, Jr. said they don't have a building at all, there is no building so he thinks that is some of the issue, they are not able to sell certain things without having a building but everything that they want to sell is all stuff that would be outdoors, stone, mulch, plants, there is nothing they would need a building for so the building that is on the property, we don't want to use it, it is kind of an eyesore and he would love to just block it off completely.

Ms. Endres said the Fire Department has determined that the building is unsafe.

Mr. Gutoskey said they were supposed to fix it or remove it.

Mr. Roach, Sr. testified that the other company is still there.

Mr. Gutoskey asked didn't when the board approved that they said they were going to fix that building.

Ms. Endres said they said they were going to do something, she would have to pull the minutes on that.

Mr. DeWater said he thought it was fix or remove.

Mr. Lewis said or they will use it or renovate it.

Mr. Roach, Jr. said either way, take it down or rebuild it.

Mr. Lamanna asked if they are renting that building.

Mr. Roach, Jr. replied no, he does not want anything to do with that building.

Mr. Roach, Sr. said that it is all blocked off.

Mr. Lewis asked when a guy pays you are you going to do business through your car window.

Mr. Roach, Jr. said he accepts everything on his IPAD as far as credit card sales, he can take anything like that, that is not an issue but on site they have got a gazebo there however without knowing if they will be able to do this long-term or not he is not going to spend money on putting something up. He said it would be nice to put a greenhouse up and if we can take that building down then we would take over that area and maybe do something in the future but if not maybe we can bring in a jobsite trailer and position it correctly and it won't look tacky at all, it would be nicely done.

Mr. Lamanna said that is what we don't want.

Ms. Endres said there is no permit for the gazebo so that is something you would have to talk about tonight too.

Mr. Lamanna asked if it is a true gazebo.

Mr. Roach, Jr. said they had four or five trailers there full of scrap and that is all it was, a complete overgrown lot so it was just a complete eyesore and now we've turned it into something completely different and the people next door at the Odyssey, they have thanked us for being there because we have increased their business.

Mr. Lamanna asked if the gazebo was there or if that was added.

Mr. Roach, Jr. said it was just something to put up temporarily for now.

Mr. Roach, Sr. said it is just for him to sit in and keep out of the sun.

Mr. Roach, Jr. said it is not permanent.

Mr. Lamanna said it is a structure and it is not a gazebo, but it is not being used as a gazebo when you are conducting business out of it.

Mr. Roach, Jr. said it has lasted the past month and one-half, it hasn't gone anywhere.

Mr. Lamanna said the concern is if somebody is conducting a business is that the board wants it being conducted out of permanent location because otherwise people will be bringing in a trailer and selling things out of it.

Mr. Roach, Jr. said even if they had a building nobody is coming into it, they are shopping outside, the only thing that they would come into for is to pay and he can take their credit cards right on site and a lot of people as far as delivery goes we collect when we get to their house.

Mr. Lamanna said the board is not worried about off-premises sales but we don't want somebody moving into some kind of trailer or something else.

Mr. Roach, Jr. said he totally agrees.

Mr. Lamanna said it would probably prohibit from having any kind of temporary jobsite building or anything like that there so if you want to have a shelter place to work out of, then it has to be a real building.

Mr. Roach, Jr. asked if a greenhouse would work.

Mr. Lamanna said yes it would be fine or a small little building, not a mobile building.

Mr. Roach, Jr. said like a jobsite trailer if you want us to have something right away he will buy it right now and put it right in place.

Mr. Lamanna said he is not insisting that you have something and the board doesn't want you bringing in some kind of a jobsite trailer to operate out of. He said if you want to have a place to operate out of you have got to have a real building.

Mr. Roach, Jr. said so a greenhouse would work.

Mr. Lamanna said a greenhouse would be fine and it doesn't have to be big but we don't want trailers or things like that brought in.

Mr. Lewis asked how they are handling sanitary.

Mr. Roach, Jr. said they have a dumpster on site and asked if you are concerned with bathrooms, his father lives three houses down so that is not an issue at all but they use their bathrooms next door. He said anybody that comes there, they are not there that long.

Mr. Lamanna said it is also an issue with the employees. He said if you are using an adjacent property owner's facilities, the board would like to see an agreement with them allowing the employees at this location to use their sanitary facilities so we have some assurance that people are not going into the back woods etc.

Ms. Endres said he is curious why the property owner doesn't allow them to use the facilities in his building.

Mr. Roach, Jr. said he does.

Mr. Lamanna asked if the lease states that.

Mr. Roach, Jr. said they come over and talk to him.

Mr. Lamanna said we are not trying to make this complicated we just want to make sure that you have got legal authority to use their facilities.

Mr. Roach, Jr. said it is hard to get them in here but we will make it happen. He said in the fall they will be selling pumpkins, mums and cornstalks and that is the idea to sell in the fall and in the winter he would like to sell Christmas trees over there so the Odyssey said it was okay to set trees in front of their place, in front of ours and in front of OME there, the BMW dealership, they want us to set up in front of them because they know we bring the business in and it would be nice to be able to open up the side entrance there from the Odyssey over to our area there because people pull in there all of the time and want to come over to us and people pull into our area and want to go over there so you can see that the top right corner it is just divided and it would also open up their area a little more. He said it is important for him to keep everything extremely clean, it is not going to be a wreck of any sort, he hates that and he is also trying to conduct a business of his own as far as the landscaping is concerned and he doesn't want it to look like the one across the street from Home Depot, it looks terrible, it looks like a prison yard there and he doesn't want that at all and since he does specialize in stonework there will be a lot of that there so as far as putting the ingots up for the mulch he will have those surrounded in a stone veneer, everything is going to look great, he can assure that because he wants it to reflect for his company as well. He says he sees the issue with the building, definitely there would have to be a greenhouse for that so that would resolve that and he would need another agreement from the Odyssey and the people they rent from as far as using the restrooms so that would solve that.

Mr. Roach, Jr. continued by saying the final thing besides the sale of everything would be as far as dispatching the business from there, all of his guys, nine employees, meet there in the morning and his lawn maintenance crew heads out and then his construction crew and hardscaping guys head out to their jobs from there and his dad will be there and his younger sister is there helping his dad out during the day. He said they would like to be able to dispatch the vehicles from there and they would be making deliveries from there as well so they keep all of the vehicles in the back.

Mr. Murphy said so you are also parking your landscape vehicles.

Mr. Roach, Jr. said yes in the back and he told us we could use the back of his property to do that, he would like to put them up on the side for advertising because the vehicles are all marked and say Blackstone on them but either way, if you don't want them up front, they will put them in the back except maybe one here and there and on the sign is another issue but we don't have to talk about signs today.

Ms. Endres said there is only supposed to be one sign per lot so you need to come to terms with the landlord about what sign is going to be there.

Mr. Roach, Jr. said okay. He said he will talk to him because he wants to do a big stone pillar.

Ms. Endres said there could be a directory sign for both businesses and that is assuming the board approves the landscaping business being there.

Mr. Roach, Jr. said okay and basically there will be two signs in one area.

Ms. Endres said you are only allowed one ground sign per lot.

Mr. Lamanna asked about the landscaping equipment, where is all of that kept.

Mr. Roach, Jr. said all of his lawn maintenance equipment is in enclosed trailers, you don't see it.

Mr. Lamanna asked where they are going to be.

Mr. Roach, Jr. said that is far as the dispatch goes.

Mr. Lamanna asked if the trailers will be on this facility, is that the idea.

Mr. Roach, Jr. said they are in the back area, they are not really, it is not like they are just sitting out, they will be in the back and they will be gone all day.

Mr. Lamanna said but they will come back and park there at night.

Mr. Roach, Jr. said they park there at night.

Ms. Endres asked if they park behind the building.

Mr. Roach, Jr. said yes and if you go down the street a little bit, you can see that there is another company down the street that is a complete mess, they don't even have electricity or water and they run a complete landscaping business out of there. He said if you go down about three buildings to the left and actually he was set up there at the beginning of the year, they were selling nursery stock out of there but they had a disagreement with them. He said it is near Speedway and they sell mulch in the back and they have three bays back there and they have six or seven trucks, all different colors and it is a mess.

Mr. Roach, Sr. said he lives next door to it.

Mr. Roach, Jr. said it looks like an abandoned auto body shop and it used to be an auto body shop, it has no electric and no water and people live there and they run their whole business out of there and he does not want his to look anything like that. He said his vehicles will be in the back but they will be lined up and his company is growing, they went from two or three trucks last year and now they have five trucks, two trailers, two enclosed trailers, a dump trailer and landscape trailer and if it continues to grow then obviously he can't store his stuff at that location and that won't be a problem but for now at least to have that area in the back to be able to dispatch from would be nice. He said he just meets the guys there in the morning and they head out and they pull material from that location so even if he stayed somewhere else they would still drive there to pick up certain materials from that area.

Mr. Roach, Sr. said the front section would be mostly plants because you can't really see half way back.

Mr. Roach, Jr. said the front of the lot is all plants.

Mr. Lamanna said that is one of things the board will have to look at closely because there is a bit of an issue.

Mr. Roach, Jr. said as far as running the landscaping business out of there, we may have to move the vehicles elsewhere but we sell the product out of there so we still have to have a site that offers landscaping services and asked if that would be okay, to offer the landscaping services.

Mr. Lamanna said he doesn't think the board would have a problem with just an office to take orders, it would be more like a sales office, people could come in and pay their bills or place their orders etc., that is not a problem because that would be treated as a sales office which is a generally permitted use. He said it is when people are bringing all of their stuff in and storing all of their equipment and that is where the problem is.

Mr. Roach, Jr. said he could move the operations out of there but to be able to sell the product out of there and the bulk mulch, that is the main thing and he thinks it is one of the most important things, straw, seed and fertilizer, those are the main ingredients but as far as the services, a sign that says they do this too but he doesn't have to have everything there but obviously he is going to ask about it because it would be awesome.

Mr. Lamanna said he thinks that is helpful and we can address it next time.

Since there was no further testimony, this application was concluded.

Motion BZA 2015-19 - 7285 Aurora Road

Mr. Gutoskey made a motion to table this application to the next regularly scheduled meeting to be held August 20, 2015.

Mr. DeWater seconded the motion.

Vote: Mr. DeWater, aye; Mr. Gutoskey, aye; Mr. Lamanna, aye; Mr. Lewis, aye; Mr. Murphy, aye.

Application 2015-20 by Aldo Dure for property at 8564 E. Washington Street

The applicant is requesting area variance(s) for the purpose of installing multi-tenant signage. The property is located in a CB District.

Ms. Lisa Biondolillo and Mr. Sam Comer of BeNext Sign Company were present to represent this application.

Mr. Comer testified that his business partner is Aldo Dure. He said they will be installing the signage with the board's blessing.

Mr. Lamanna asked about authorization from the property owner and said the letter states that they have permission to apply for a zoning certificate. He said the board can issue a decision but it can only apply when the owner comes in and says they agree to be bound by this decision. He said in this case at least there is some authority but what he wants is a clear statement that these people understand that when they allow somebody to come in and apply and they come in and say they agree to something, they are bound by it.

Ms. Biondolillo testified that she works for the owners.

Mr. Lamanna said if you are here representing the property owner it is okay.

Ms. Endres, Zoning Inspector testified that she lets people know that the property owner has to come to the BZA hearing.

Mr. Lamanna said this is a new sign and right now there is a small sign there.

Mr. Comer said disheveled yes.

Ms. Endres said that she worked with Aldo Dure on the square footage.

Mr. Lamanna asked what is considered Market Square East, is that all of it or both.

Ms. Biondolillo said no just the one with Cowboy Food and Drink, just that shopping center.

Ms. Endres said for the purposes of this application she just considered this building.

Mr. Lamanna said they never really considered these two centers together and asked if they are owned by the same people.

Ms. Biondolillo replied yes.

Ms. Endres said they seem to be separate.

Ms. Biondolillo said they are separate.

Mr. Lamanna said other than the road connection.

Ms. Endres said they have a shared driveway.

Mr. Murphy said so they never put in the sign that is on the other site plan.

Mr. Comer said correct.

Mr. Murphy said there are some issues about trying to turn out of that driveway not being able to see what is coming from that intersection, he is not sure what the actual distances are.

Mr. Comer said it is going to be on the other side of the entranceway and yes he knows what Mr. Murphy is saying. He said the 7-1/2 feet is actually back quite a bit because there is actually a little bit of an approach to the first lane that is right there so we are talking about the lot line on that space between the center markers and the first lane there is a larger portion of gravel area.

Mr. Murphy said his inclination would be to try to back it up as far as you can into that grassy area a little bit and with just looking at it here with the typical car dimension, one car, the second car, that sign is blocking the intersection light.

Mr. Comer said right, he understands.

Mr. Murphy said maybe it could be moved away from these cars and back a little bit and he knows it would be nice to be centered aesthetically but safety wise people zip in and out of there and they cut from Rt. 306 over to E. Washington all of the time so there is a steady flow of cars around this parking lot zipping into there and making that quick left turn, that sign is problematic.

Mr. Comer said it is actually 90° from the roadway and that is how they will actually manage it so it doesn't actually block at a parallel when you are actually out and because of the angle of the roadway it is actually positioned, when they install it, just so it is angled a little bit so it is perpendicular to the road at a 90° angle so it is not going to give you direct blockage, it will actually free it up a little bit.

Mr. Lamanna said the one thing they would like to see from the owner that the striping at that entrance and exit point be maintained because there was originally lane striping there and it is pretty well worn away. He said he thinks it was striped for a right turn and left turn and entrance.

Ms. Biondolillo said she believes it was just one way in and one way out.

Mr. Lamanna said there are remnants of striping there.

Mr. Gutoskey said as wide as this driveway is, it is three lanes.

Mr. Lamanna said cars coming in cut the angle off because there is no marking and it is very vague as to where the pavement of E. Washington Street starts when you come out of there, it is not the way the contour of the road is and everything it is not real obvious actually starting to enter the right-of-way there.

Mr. Gutoskey said the problem is because of the turn lanes the existing edge of the pavement is really close to the right-of-way.

Mr. Murphy asked if this needs stone instead of a blue aluminum skirt.

Ms. Endres said yes it will need to have a brick or stone base.

Mr. Comer explained the stone base and vegetation and it will fit the area.

Mr. Gutoskey asked about the square footage of the existing sign that is there.

Ms. Biondolillo said she probably has information in her office.

Ms. Endres referred to the sign that Rug Art uses.

Ms. Biondolillo said they are getting rid of that.

Mr. Lamanna said you are adding 60 sq. ft.

Mr. Comer said yes roughly, a little bit less than that.

Mr. Lamanna said so basically they have used up everything already.

Ms. Endres explained that the ground signs that were permitted in the past are not there anymore.

Mr. Comer said what is in use is actually less than what was permitted and they are asking for less than 60 sq. ft. for the variance.

Ms. Endres said their signage in use right now is 471.85 sq. ft. and it includes the ground sign. She said the one Cowboy entrance sign is less than 3 sq. ft. and it is not counted toward the total because it is a directional sign.

Mr. Lamanna said there are a lot of tenants in here.

Ms. Endres said nothing is oversized in here.

Mr. Lamanna said the issue is just total signage and setbacks.

Ms. Endres said the setback from the road right-of-way.

Mr. Comer said the traffic is obviously a concern of theirs as well.

Mr. Murphy said you have got the sign with 13 tenants and he counts 11 and asked if there are empty spaces in the building.

Ms. Biondolillo said she accounted for the fact that Cowboy could be divided into three spaces at some point so if they have to do that they would have space on the sign.

Mr. Comer said that would prevent somebody coming back to the board later on.

Mr. Lamanna said the total is 472 sq. ft. which also means that the existing approvals are ratcheted down to what is actually constructed and the two signs will be ratcheted down. He said the property owner will have to give them notice that the permitted sign is what you have and just so they know they can't get any bigger than they are already, whatever was actually approved has now been reduced to what is actually built.

Since there was no further testimony this application was concluded.

Motion BZA 2015-20 – 8564 E. Washington Street

Mr. Lamanna made a motion to grant the applicant a variance for total signage for the purposes of constructing a ground sign the size and configuration as submitted in the application to a total of 472 sq. ft. of signage.

1. This takes into consideration the fact that there was some previously approved signage that was actually constructed as a lower square footage so part of this variance as approval of the higher square footage are reduced to being approved as the as-built square footages as calculated.
2. With respect to the setback from the road right-of-way the board will allow a variance from the 15' requirement to not less than 7-1/2' provided that the actual positioning of the sign would be such that it will be moved as far back as is physically possible from the road right-of-way as limited by the existing parking lot.
3. The construction of the base area that the sign will go in will be moved back to provide as much distance as possible to keep the sight lines as long as possible for exiting traffic.

With the following condition:

1. With respect to the conditional use for this center the board will add on a requirement that the striping at the exit where the sign is located on E. Washington Street, the area will be striped as shown in the original plans submitted when this was approved. Without the requirement that any island actually be put in, the island can be striped and that striping will be maintained so that it keeps its visibility so entering and exiting traffic will be aware of the lanes and restraining lines appropriate for moving onto the active traffic lanes of E. Washington Street.

Motion BZA 2015-20 – 8564 E. Washington Street - Continued

Based on the following findings of fact:

1. The ground sign is reasonable and appropriate.
2. All of the other signage on these businesses is of appropriate and reasonable size.
3. There is nothing that is excessively sized.
4. Due to a large number of tenants a small increase in the amount of permitted signage is reasonable to allow for identification of the businesses.

Mr. Lewis seconded the motion.

Vote: Mr. DeWater, aye; Mr. Gutoskey, aye; Mr. Lamanna, aye; Mr. Lewis, aye; Mr. Murphy, aye.

Since there was no further testimony, the public hearing was closed at 10:17 P.M.

Respectfully submitted,

Ted DeWater
Joseph Gutoskey
Michael Lamanna, Chairman
Todd Lewis, Vice Chairman
Mark Murphy

Attested to by: Linda L. Zimmerman, Secretary
Board of Zoning Appeals

Date: August 20, 2015

AUDIO RECORDING ON FILE

Bainbridge Township, Ohio
Board of Zoning Appeals
July 16, 2015

The regular meeting of the Bainbridge Township Board of Zoning Appeals was called to order at 10:17 P.M. by Mr. Michael Lamanna, Chairman. Members present were Mr. Ted DeWater; Mr. Joseph Gutoskey; Mr. Todd Lewis and Mr. Mark Murphy. Ms. Karen Endres, Zoning Inspector was present.

Minutes

Mr. Lamanna made a motion to adopt the minutes of the June 18, 2015 meeting as written.

Mr. Gutoskey seconded the motion.

Vote: Mr. DeWater, aye; Mr. Gutoskey, aye; Mr. Lamanna, aye; Mr. Lewis, aye; Mr. Murphy, aye.

Other Business

The board met with Ms. Karen Endres, Zoning Inspector for a discussion on S. Franklin Circle and Cucina Rustica.

Applications for Next Month

Application 2015-17 by Dennis Guritza for property at 17727 Lost Trail - Continuance

The applicant is requesting area variance(s) for the purposing of constructing a shed. The property is located in a R-3A District.

Application 2015-19 by Timothy Roach for property at 7285 Aurora Road - Continuance

The applicant is requesting area variance(s)/use variance for the purpose of selling outdoor and seasonal products. The property is located in a CR (MUP) District.

Application 2015-21 by Dr. Brian Hivick for property at 8433 E. Washington Street

The applicant is requesting area variance(s) for the purpose of constructing a dental office. The property is located in a CB District.

Application 2015-22 by Nick Gautam for Elizabeth and Byron Hays for property at 16871 Cats Den Road

The applicant is requesting area variance(s) for the purpose of constructing a detached garage. The property is located in a R-3A District.

Application 2015-23 by Colonial Auto for property at 8228 E. Washington Street

The applicant is requesting a renewal of a conditional use permit for the purpose of auto repair and sales. The property is located in a CB District.

Since there was no further business, the meeting was adjourned at 10:56 P.M.

Respectfully submitted,

Ted DeWater
Joseph Gutoskey
Michael Lamanna, Chairman
Todd Lewis, Vice Chairman
Mark Murphy

Attested to by: Linda L. Zimmerman, Secretary
Board of Zoning Appeals

Date: August 20, 2015