



City of Vandalia Board of Zoning Appeals

Regular Meeting Agenda

November 12, 2025

Council Chambers

<https://us02web.zoom.us/j/7206872780?omn=89298680042>

6:00 p.m.

1. Call to Order
2. Attendance
3. Reorganization Meeting
 - a. **Nominations for Chair**
 - b. **Nominations for Vice Chair**
4. Old Business
5. New Business
 - a. **BZA 25-0010 – Chickens – 411 Birdsong Drive**
 - b. **BZA 25-0011 – Maximum Retail Floor Area – 9375 North Dixie Drive**
 - c. **BZA 25-0012 – Front Yard Setback – 112 Gabriel Street**
6. Approval of Minutes
 - a. **Board of Zoning Appeals Minutes: October 8, 2025**
7. Communications
8. Adjournment

MEMORANDUM

TO: Board of Zoning Appeals
FROM: Ben Graham, Zoning and Planning Coordinator
DATE: November 7, 2025
SUBJECT: **BZA 25-0010** – 411 Birdsong Drive - Variance from City Code Section 1224.01(e)(20) “Chickens”

General Information

Applicant: Ryan Gall
411 Birdsong Drive
Vandalia, Ohio 45377

Existing Zoning: Residential Single-Family (RSF-2)

Location: 411 Birdsong Drive
Vandalia, Ohio 45377

Previous Case(s): PC 19-05.¹

Requested Action: Recommendation to City Council

Exhibits:

- 1- Application
- 2- Criteria Responses
- 3- Letter of Justification
- 4- Location Map
- 5- Site Maps
- 6- Site Pictures
- 7- Pictures of Commercial Living Spaces
- 8- Property Description

Background

The Applicant, Ryan Gall has requested a variance to have 8 chickens on less than 4 acres of land. The Applicant submitted a variance to allow 8 chickens on 0.33 acres. City Code Section 1224.01(e)(20)(A) provides that the “raising of chickens shall be permitted with the standards as set forth in this Section, in the A, RSF-1, RSF-2, RSF-3, RSF-4 and PUD Zoning Districts, unless otherwise restricted by private development standards, as an accessory use to a principal single-family use when the lot size is 2 acres or more.”

¹ City Council approved PC 19-05 on May 6, 2019, a Text Amendment adding the raising of chickens as a permitted accessory use with standards into the zoning code.

City Code Section 1224.01(e)(20)(B)(i) provides that “No chickens shall be permitted at a ratio greater than 2 chickens per acre with a maximum of 8 chickens per property, regardless of acreage.” The Applicant is proposing having 8 chickens on 0.33 acres.

City Code Section 1224.01(e)(20)(B) provides that “chickens shall be kept in a coop or enclosed pen which shall be no closer than 25 feet from any lot line” and “chicken wire is permitted around the chicken coop or pen when setback 25 feet from any lot line.” If the variance is approved, the applicant will need to move the chicken coop and run at least 25 feet from the property line.

The Applicant stated in his Letter of Justification that he is seeking to keep his small flock of backyard chickens on his property. The chickens provide his household “fresh eggs, helps eliminate food waste, accelerate organic compost for our vegetable garden, and offer invaluable educational opportunities for our children from basic responsibility to more complex issues such as understanding modern food production systems.”

Variance Criteria

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative, to determine the following:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

Applicant Response: Yes, the property will yield a reasonable return and the property will maintain its use without the variance.

Staff Comment: Staff feels that the property in question will yield a reasonable return and the property has a beneficial use without granting the variance.

- (2) Whether the variance is substantial;

Applicant Response: I do not believe that the variance is substantial considering the small scale of the project. The 15 ft by 30 ft run and coop allow for a 450 square foot area where the chickens are housed. The area can be easily converted back to its original state, every modification to the site is temporary.

Staff Comment: Staff feels that the variance is substantial given the allowed ratio of chickens to acreage.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Applicant Response: The character of the neighborhood remains unchanged. The vast majority of the community continues to be unaware of the flock. I plan on converting the site back to the original state prior to sale of the home. I do not believe the neighborhood would be or has been altered substantially. Our chickens have occupied the current location for 3.5 years and have not caused a detriment to any adjoining properties.

Staff Comment: Staff does not feel that granting the variance would substantially alter the character of the neighborhood.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

Applicant Response: I do not believe delivery of government services would be impacted in any way.

Staff Comment: Staff does not feel that the variance would adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

Applicant Response: At the time of purchase, I was unaware of the zoning restrictions due to misinformation circulating on social media, which included outdated and incorrect city ordinances regarding poultry within Vandalia city limits.

Staff Comment: Staff believes that the property owner did not have knowledge of the zoning restriction before purchasing the property.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

Applicant Response: I do not believe it can; our chickens are part of our family. Each has a specific personality and temperament. The flock benefits our family in a multitude of ways including educationally, nutritionally, and are a central part of our back yard ecosystem.

Staff Comment: Staff feels that the owner's predicament cannot be obviated without a variance because of the existing lot size.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

Applicant Response: I believe this to be the case. I will expand on my reasoning in section 8 below.

Staff Comment: Staff does not feel that the spirit and intent behind the zoning requirement would be observed, nor substantial justice done by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

Applicant Response: The impact of our flock is extremely minute considering the city as a whole. Yet I understand the zoning restrictions were constructed for public health and safety. Our chicken feed is stored in rodent-proof tins, placed out during the day and removed at night. The minimal feed exposure is less than that of conventional bird feeders found throughout the neighborhood. Noise concerns are also minimal. According to Pollock et al., some jurisdictions reject chickens with basis of nuisance factors like noise. He highlights a hen laying an egg will squawk for up 5 minutes producing 63 dBA (decibels-A level) from 2 feet away where as a dog barking may exceed 100 dBA for extended periods which is a much greater nuisance. Outside of egg-laying, hens are quiet and do not contribute to noise pollution. The research article also noted that North American sources describing zoonotic infectious disease risks from backyard flocks is limited and cannot be compared to developing countries such as China or India due to the vast differences in urban public health conditions. Pollock et al. state, “the perceived risk of ‘infectious diseases’ from backyard flocks is probably overestimated due in part to media attention on this issue.” Supporting this point, McDonagh et al. concluded in their study that no owners self-reported a diagnosis of salmonellosis in the Greater Boston, Massachusetts area where 53 flocks were housed on 50 residential properties. The articles scientific research detected Salmonella at low prevalence in backyard chickens making contamination highly unlikely. Similarly, an Argentinian study on avian influenza surveillance in backyard poultry found of the 8,000 serum samples and 18,000 tracheal and cloacal swabs all were negative for avian influenza further supporting the extremely low risk of infectious disease to humans with regards to backyard flocks. These findings support the intent of current zoning regulations and demonstrate that public health and environmental standards will continue to be upheld with the approval of this variance. The data also affirms a reasonable balance between public interest and private benefit.

Staff Comment: Staff does not feel that there are any other relevant factors and thus, this criterion is not applicable.

Recommendation

Staff recommends the Board of Zoning Appeals recommend **denial** of the requested variance from City Code Section 1224.01(e)(20) for the purpose of allowing 8 chickens on 0.33 acres at 411 Birdsong Drive.

Should the Board of Zoning Appeals recommend **approval** of the variance, Staff recommends the following conditions:

1. The chicken coop and run shall be moved at least 25 feet from any lot line.
2. Coops and pens shall be maintained to prevent offensive smells becoming injurious to the health, comfort, or property of individuals or of the public.

The recommendation of the Board of Zoning Appeals will be forwarded to City Council for their review.

Development & Engineering Services

Board of Zoning Appeals Application

Complete this page and follow the directions on page 2

Applicant Name: Ryan F. Gall
Mailing Address: 411 Birdsong Drive

Phone Number: _____
E-mail Address: _____
Owner Name**: _____
Mailing Address: _____

Phone Number: _____

OFFICE USE ONLY
Filing Date _____
Hearing Date _____
Case No. _____

**** If Applicant is other than owner, written consent of owner is required for variance.**

Location of Property

Street Address: 411 Birdsong Drive, Vandalia OH 45377
(north, south, east, west) side of Birdsong Drive, 900 feet
(north, south, east, west) from the intersection of Crestwood Hills Drive
Attach copy of legal description of the property as recorded in the County Recorder's office.

Case Description.

Present Zoning District: RSF-2 Total Acres: 0.33 +/-
Description of the existing use of property: R - SINGLE FAMILY DWELLING, PLATTED LOT

Description of proposed use of property: R - SINGLE FAMILY DWELLING, PLATTED LOT

Specific Zoning Code provision that applicant is seeking variance from: 1224.01(e)(20)
Variance Requested: 09/28/2025
Request for zoning certificate was refused on _____
Applicant must also attach a letter justifying the variance, see page 2, Section C for directions.

Applicant/Owner _____ Date _____
Ryan F. Gall 09/28/2025
Zoning Administrator _____ Date _____
Ben Graham

FILING FEES (office use only):
Residential (\$159.00) _____
Commercial (\$318.00) _____
Receipt No.: _____ TOTAL: _____

Variance application requirements and submittal instructions

Turn in the following items for a complete application.

A. SITE PLAN-- Must submit 5 copies

The applicant/owner shall provide a site plan drawn to scale which shows the following, if applicable:

1. Property/Boundary lines
2. Exterior lot dimensions
3. Size and location of all existing structures
4. Location and size of proposed new construction
5. Setbacks of all structures from property boundary lines
6. Distance between structures
7. Show location of any and all streets, alleys, right-of-ways and easements that are contiguous to the property requesting the Variance
8. Open space, landscaping, signage
9. Photos or graphics that illustrate proposed project

B. LIST OF PROPERTY OWNERS

Provide a list of property owners (as recorded in the Montgomery County Auditor's office) adjacent to, contiguous to and directly across the street from the property being considered.

<i>Example:</i>			
<u>Property Address</u> 123 Clubhouse Way	<u>Parcel I.D. #</u> B02 00000 0000	<u>Owner Name</u> Carol Smith	<u>Owner Mailing</u> 124 Green Way Vandalia, OH 45377
345 Brown School Rd.	B02 11111 1111	Fred Jones	345 Brown School Rd. Vandalia, OH 45377

C. LETTER OF JUSTIFICATION

The applicant shall submit a letter of justification that states how the variance request meets the eight (8) criteria for a variance. See the next section for the standards of a variance and eight criteria that are considered when a variance is given.

D. VARIANCE REVIEW CRITERIA

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative:

(1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

- (2) Whether the variance is substantial;
- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;
- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);
- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;
- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;
- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance; and
- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

E. VARIANCE REVIEW PROCEDURE

The review procedure for a variance is as follows:

Step 1 – Application

The applicant shall submit an application in accordance with City Code Section 1214.02. Within 10 days of receipt of an application for a variance, the Administrative Officer shall make a determination of completeness in accordance with the provisions of this chapter.

Step 2 – Staff Review and Transmittal to the Board of Zoning Appeals

Upon determination that an application is complete, the Administrative Officer shall transmit the application to the Board of Zoning Appeals for consideration pursuant to the standards set forth in City Code Section 1214.02.

Step 3 – Recommendation by Board of Zoning Appeals

Within thirty days of receipt of a completed application, the Board of Zoning Appeals shall hold a public hearing to consider an application for a variance at its next regular meeting or in a special meeting. The recommendation of the Board shall be based upon the review standard set forth above and transmitted to the Clerk of Council for final decision. Notice of this public hearing must be made in accordance with Section 1214.02 (c) to (g).

Step 4 – Final Decision by City Council

Within thirty days of the date on which the Clerk of Council receives the recommendation of the Board of Zoning Appeals, unless a longer time is requested by the applicant, City Council shall hold a public hearing to determine whether to grant the proposed variance based upon the application and the review standards listed above.

This office received criteria responses from the applicant for Case BZA 25-0010.

Background

I am writing to respectfully request a variance from City Code Section 1224.01(e)(20) to allow the continued maintenance of a small flock of backyard chickens at my residence. Since purchasing the property in July 2022, I have raised a small flock of chickens as part of my family's small-scale homesteading efforts. At the time of purchase, I was unaware of the zoning restrictions due to misinformation circulating on social media, which included outdated and incorrect city ordinances regarding poultry within Vandalia city limits. Our flock has varied in size but remains modest and integral to our household. The chickens provide fresh eggs, help eliminate food waste, accelerate organic compost for our vegetable garden, and offer invaluable educational opportunities for our children; from basic responsibility to more complex issues such as understanding modern food production systems. I recognize that the city council and community may have many concerns which may include ground water contamination, disease transmission, noise, and pest control. I will address each in the following paragraphs.

Our backyard flock provides our family with a continuous supply of fresh eggs exclusively for personal use. I do not sell chickens or eggs. I do not keep any male chickens (roosters) and all of our hens/pullets wings are clipped to prevent escape. The eggs our flock produces is only a small part of the importance of their role in our family. By integrating poultry with our recycling efforts, our household generates only one bag of non-recyclable trash every two to three weeks. Kitchen scraps (except for animal byproducts) are composted within the chicken coop, where the chickens consume vegetable waste and insects. Their scratching behavior aerates the compost, accelerates decomposition, and enhances nitrogen fixation. This process has significantly improved the quality of our garden soil. This year, our garden yielded approximately 100 pounds of produce, including pumpkins, cucumbers, squash, luffas, green beans, spinach, kale, rhubarb, and tomatoes. Without chickens, food waste would accumulate and attract suburban pests such as raccoons and possums. Caring for animals also fosters responsibility and learning. Our five children have gained hands-on experience in animal husbandry, participated in discussions about food systems, and enjoyed the physical and mental health benefits of gardening. Research by Kegler et al. (Public Health Nutrition, March 2020) supports the positive correlation between home gardening, increased fruit and vegetable intake, and lower BMI rates.

Variance Criteria

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative, to determine the following:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

Applicant Response: Yes, the property will yield a reasonable return and the property will maintain its use without the variance.

Staff Comment: ###

- (2) Whether the variance is substantial;

Applicant Response: I do not believe that the variance is substantial considering the small scale of the project. The 15 ft by 30 ft run and coop allow for a 450 square foot area where the chickens are housed. The area can be easily converted back to its original state, every modification to the site is temporary.

Staff Comment: #####

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Applicant Response: The character of the neighborhood remains unchanged. The vast majority of the community continues to be unaware of the flock. I plan on converting the site back to the original state prior to sale of the home. I do not believe the neighborhood would be or has been altered substantially. Our chickens have occupied the current location for 3.5 years and have not caused a detriment to any adjoining properties.

Staff Comment: #####

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

Applicant Response: I do not believe delivery of government services would be impacted in any way.

Staff Comment: ###

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

Applicant Response: At the time of purchase, I was unaware of the zoning restrictions due to misinformation circulating on social media, which included outdated and incorrect city ordinances regarding poultry within Vandalia city limits.

Staff Comment: ###

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

Applicant Response: I do not believe it can; our chickens are part of our family. Each has a specific personality and temperament. The flock benefits our family in a multitude of ways including educationally, nutritionally, and are a central part of our back yard ecosystem.

Staff Comment: ###

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

Applicant Response: I believe this to be the case. I will expand on my reasoning in section 8 below.

Staff Comment: ###

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

Applicant Response: The impact of our flock is extremely minute considering the city as a whole. Yet I understand the zoning restrictions were constructed for public health and safety. Our chicken feed is stored in rodent-proof tins, placed out during the day and removed at night. The minimal feed exposure is less than that of conventional bird feeders found throughout the neighborhood. Noise concerns are also minimal. According to Pollock et al., some jurisdictions reject chickens with basis of nuisance factors like noise. He highlights a hen laying an egg will squawk for up to 5 minutes producing 63 dBA (decibels-A level) from 2 feet away where as a dog barking may exceed 100 dBA for extended periods which is a much greater nuisance. Outside of egg-laying, hens are quiet and do not contribute to noise pollution. The research article also noted that North American sources describing zoonotic infectious disease risks from backyard flocks is limited and cannot be compared to developing countries such as China or India due to the vast differences in urban public health conditions. Pollock et al. state, "the perceived risk of 'infectious diseases' from backyard flocks is probably overestimated due in part to media attention on this issue." Supporting this point, McDonagh et al. concluded in their study that no owners self-reported a diagnosis of salmonellosis in the Greater Boston, Massachusetts area where 53 flocks were housed on 50 residential properties. The article's scientific research detected Salmonella at low prevalence in backyard chickens making contamination highly unlikely. Similarly, an Argentinian study on avian influenza surveillance in backyard poultry found of the 8,000 serum samples and 18,000 tracheal and cloacal swabs all were negative for avian influenza further supporting the extremely low risk of infectious disease to humans with regards to backyard flocks. These findings support the intent of current zoning regulations and demonstrate that public health and environmental standards will continue to be upheld with the approval of this variance. The data also affirms a reasonable balance between public interest and private benefit.

Staff Comment: ###

Letter of Justification

Ryan F. Gall
Vandalia City Resident
411 Birdsong Drive
Vandalia OH, 45377
Gall.19@wright.edu

Vandalia Board of Zoning Appeals & City Council Members
333 James E. Bohanan Memorial Drive
Vandalia, OH 45377

Dear City Council Members and Board of Zoning Members,

I am writing to respectfully request a variance from City Code Section 1224.01(e)(20) to allow the continued maintenance of a small flock of backyard chickens at my residence. Since purchasing the property in July 2022, I have raised a small flock of chickens as part of my family's small-scale homesteading efforts. At the time of purchase, I was unaware of the zoning restrictions due to misinformation circulating on social media, which included outdated and incorrect city ordinances regarding poultry within Vandalia city limits. Our flock has varied in size but remains modest and integral to our household. The chickens provide fresh eggs, help eliminate food waste, accelerate organic compost for our vegetable garden, and offer invaluable educational opportunities for our children; from basic responsibility to more complex issues such as understanding modern food production systems. I recognize that the city council and community may have many concerns which may include ground water contamination, disease transmission, noise, and pest control. I will address each in the following paragraphs.

Our backyard flock provides our family with a continuous supply of fresh eggs exclusively for personal use. I do not sell chickens or eggs. I do not keep any male chickens (roosters) and all of our hens/pullets wings are clipped to prevent escape. The eggs our flock produces is only a small part of the importance of their role in our family. By integrating poultry with our recycling efforts, our household generates only one bag of non-recyclable trash every two to three weeks. Kitchen scraps (except for animal byproducts) are composted within the chicken coop, where the chickens consume vegetable waste and insects. Their scratching behavior aerates the compost, accelerates decomposition, and enhances nitrogen fixation. This process has significantly improved the quality of our garden soil. This year, our garden yielded approximately 100 pounds of produce, including pumpkins, cucumbers, squash, luffas, green beans, spinach, kale, rhubarb, and tomatoes. Without chickens, food waste would accumulate and attract suburban pests such as raccoons and possums. Caring for animals also fosters responsibility and learning. Our five children have gained hands-on experience in animal husbandry, participated in discussions about food systems, and enjoyed the physical and mental health benefits of gardening. Research by Kegler et al. (Public Health Nutrition, March 2020) supports the positive correlation between home gardening, increased fruit and vegetable intake, and lower BMI rates.

Regarding variance criteria, our flock of chickens is located on the northeast corner of the lot greater than 60 ft from any neighboring structure where I temporarily converted a shed to serve as the coop. I do not believe that the variance is substantial considering the small scale of the project. The 15 ft by 30 ft run and coop allow for a 450 square foot area where the chickens are housed. The area can be easily converted back to its original state, every modification to the site is temporary. I plan on converting the site back to the original state prior to sale of the home. Given the size of adjacent parcels and the absence of other backyard flocks, our setup—limited to eight chickens on two acres—remains well within the spirit of current code restrictions. According to Ohio Department of Agriculture's OAC 901:12 Livestock Care Standards poultry housing systems must provide a clean and safe environment promoting health and welfare, absorbent bedding, manage environmental moisture, and manage stock densities to allow poultry to rest comfortably, along with many other requirements which are all met by our current coop arrangement. The character of the neighborhood remains unchanged. Most of the community are unaware of the flock, and no adjoining properties have experienced any detriment. Chicken feed is stored in rodent-proof tins, placed out during the day and removed at night. The minimal feed exposure is less

Letter of Justification

than that of conventional bird feeders found throughout the neighborhood. Noise concerns are also minimal. According to Pollock et al., some jurisdictions reject chickens with basis of nuisance factors like noise. He highlights a hen laying an egg will squawk for up 5 minutes producing 63 dBA (decibels-A level) from 2 feet away where as a dog barking may exceed 100 dBA for extended periods which is a much greater nuisance. Outside of egg-laying, hens are quiet and do not contribute to noise pollution.

The 2012 review article *Raising Chickens in City Backyards: The Public Health Role* examined risks associated with urban poultry. Most concerns involve the environmental impacts revolving around water contamination from large-scale farms. The majority of urban jurisdictions restrict the number of poultry and rarely are situated on important water supplies which considerably reduces water contamination risks. Prompt clean up and compost of chicken manure further mitigates environmental impact. Pollock et al. note that North American sources describing zoonotic infectious disease risks from backyard flocks is limited and cannot be compared to developing countries such as China or India due to the vast differences in urban public health conditions. He states, "the perceived risk of 'infectious diseases' from backyard flocks is probably overestimated due in part to media attention on this issue." Supporting this point, McDonagh et al. concluded in their study that no owners self-reported a diagnosis of salmonellosis in the Greater Boston, Massachusetts area where 53 flocks were housed on 50 residential properties. The articles scientific research detected Salmonella at low prevalence in backyard chickens making contamination highly unlikely. Similarly, an Argentinian study on avian influenza surveillance in backyard poultry found of the 8,000 serum samples and 18,000 tracheal and cloacal swabs all were negative for avian influenza further supporting the extremely low risk of infectious disease to humans with regards to backyard flocks. These findings support the intent of current zoning regulations and demonstrate that public health and environmental standards will continue to be upheld with the approval of this variance. The data also affirms a reasonable balance between public interest and private benefit.

Thank you for your consideration.

Very Respectfully,


Ryan F. Gall

Letter of Justification

Works Cited

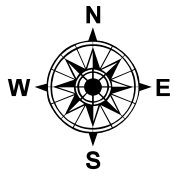
Buscaglia, C. et al. "Avian influenza surveillance in backyard poultry of Argentina." *Avian Diseases*, vol. 51, (2007): 467-469.

Kegler, Michelle C et al. "Home gardening and associations with fruit and vegetable intake and BMI." *Public health nutrition*, vol. 23, no. 18 (2020): 3417-3422. doi:10.1017/S1368980020001329

McDonagh, A. et al. "Frequent human-poultry interactions and low prevalence of Salmonella in backyard chicken flocks in Massachusetts." *Zoonoses Public Health*, vol. 66, (2019): 92-100. doi:10.1111/zph.12538

Ohio Department of Agriculture. "OAC901:12 Ohio Livestock Care Standards Board." *Ohio Legislative Service Commission*, document #330732, (2025):1-4.

Pollock, S., et al. "Raising Chickens in City Backyards: The Public Health Role." *Journal of Community Health*, vol. 37, no. 3, (2012): 734-742. doi.org/10.1007/s10900-011-9504-1.



1 inch = 21 feet



City of Vandalia Board of Zoning Appeals

411 Birdsong Drive

BZA 25-0010 Chickens

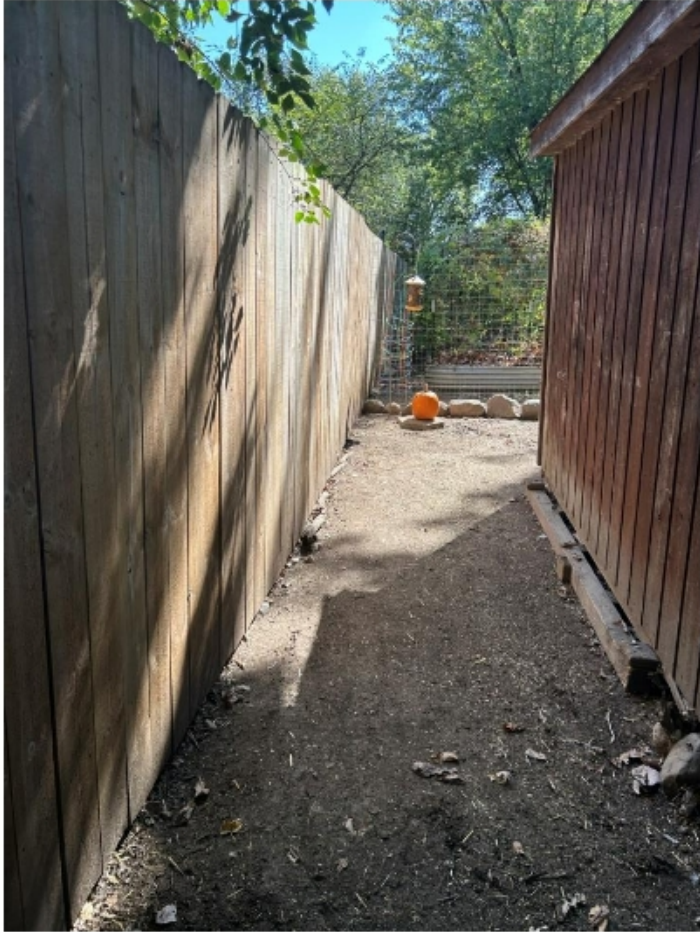
















Generic Google Search: commercial living space of poultry



Generic Google Search: commercial living space of poultry



Printable page

PARID: B02 00814 0006

PARCEL LOCATION: 411 BIRDSONG DR

NBHD CODE: 48090000

[Click here to view neighborhood map](#)

Owner

Name

GALL RYAN F

Mailing

Name	GALL RYAN F
Mailing Address	411 BIRDSONG DR
City, State, Zip	VANDALIA, OH 45377

Legal

Legal Description	206 CRESTWOOD HILLS SUBD SEC 14
Land Use Description	R - SINGLE FAMILY DWELLING, PLATTED LOT
Acres	0
Deed	DEED-03-117710
Tax District Name	VANDALIA CITY-VAN BUTLER CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
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04-NOV-94	\$149,000		
17-OCT-97	\$149,900		
01-AUG-03	\$183,900	200300117710	HARRISON DAVID L AND MILLER WILLIAM J AND
28-JUL-22	\$275,000	202200050984	MILLER WILLIAM J AND GALL RYAN F

Values

	35%	100%
Land	17,030	48,650
Improvements	81,590	233,100
CAUV	0	0
Total	98,620	281,750

Building

Exterior Wall Material	BRICK
Building Style	RANCH
Number of Stories	1
Year Built	1976
Total Rms/Bedrms/Baths/Half Baths	6/3/3/0
Square Feet of Living Area	1,792
Finished Basemt Living Area (Sq. Ft.)	900
Rec Room (Sq. Ft.)	0
Total Square Footage	2,692
Basement	FULL
Central Heat/Air Cond	CENTRAL HEAT WITH A/C
Heating System Type	HOT AIR
Heating Fuel Type	ELECTRIC
Number of Fireplaces(Masonry)	2
Number of Fireplaces(Prefab)	

Current Year Special Assessments

11777-APC FEE	\$21.50
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.62

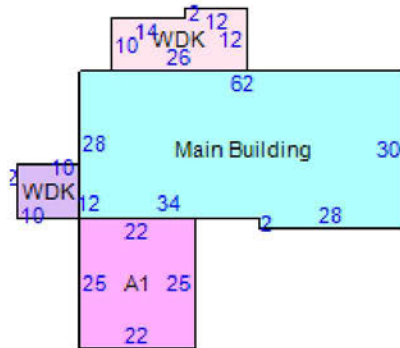
Current Year Rollback Summary

Non Business Credit	-\$489.94
Owner Occupancy Credit	-\$122.48

Homestead	\$0.00
Reduction Factor	-\$3,416.06

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half	1st Half Payments	2nd Half	2nd Half Payments	Total Currently Due
2024	\$0.00	\$0.00	\$2,652.51	-\$2,652.51	\$2,650.89	-\$2,650.89	\$0.00



Item	Area
Main Building	1792
MSBRGAR - 23:MG/BG MASONRY/BRICK GARAGE	550
MPATIO - 33:MA_PT CONC/MAS PATIO	120
WDK - 31:WDDCK WOOD DECKS	284
WDK - 31:WDDCK WOOD DECKS	120

MEMORANDUM

TO: Board of Zoning Appeals
FROM: Ben Graham, Zoning and Planning Coordinator
DATE: November 7, 2025
SUBJECT: **BZA 25-0011** – 9375 North Dixie Drive - Variance from City Code
Section 1218.04(y)(1) “Maximum Retail Floor Area”

General Information

Applicant: Choice One Engineering
440 East Hoewisher Ave
Sidney, Ohio 45365

Existing Zoning: Neighborhood Business (NB)

Location: 9375 North Dixie Drive
Dayton, Ohio 45414

Previous Case(s): October 28, 2003.¹

Requested Action: Recommendation to City Council

Exhibits: 1- Application
2- Criteria Responses
3- Location Map
4- Site Plan
5- Purchase Contract

Background

The Applicant, Choice One Engineering, on behalf of S&S Leasing LLC has requested a variance to exceed the maximum allowed floor for a retail business establishment in the Neighborhood Business zoning district. The Applicant submitted a variance to have a retail establishment with a floor area of 10,640 square feet. City Code Section 1218.04(y)(1) provides that “in the NB district, retail establishments shall have a floor area of 5,000 square feet or less.” The building will have a floor area that is 5,640 square feet larger than what is permitted. The building will have 8,513 square feet of sales area and 1,177 square feet of storage area.

¹ On November 3, 2003, City Council approved Ordinance 03-16 to rezone 9375 North Dixie Drive from Office/Industrial Park (O/IP) to Community Business District (B-1). In 2004, all Community Business Districts had their name changed to Neighborhood Business.

The Applicant stated in his Letter of Justification that “the variance may look substantial on paper, but the physical result of the variance will not be substantial, as the building will only be longer towards the rear of the site, into the existing trees.” By exceeding the allowed 5,000 square feet, the occupant would be able to provide a greater variety of goods, and food.

Variance Criteria

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative, to determine the following:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

Applicant Response: By allowing the building to exceed the 5,000 SF code, we will be able to service more of the community, provide more types and varieties of goods, provide more cooler areas for fresh and frozen foods, and provide enough storage to adequately service the store.

Staff Comment: Staff feels that the property in question will yield a reasonable return and the property has a beneficial use without granting the variance.

- (2) Whether the variance is substantial;

Applicant Response: The variance may look substantial on paper, but the physical result of the variance will not be substantial, as the building will only be longer towards the rear of the site, into the existing trees. The proposed building is also 50% smaller the directly adjacent properties, so this is not a substantial deviation from the existing makeup of the area.

Staff Comment: Staff does not feel that the variance is substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Applicant Response: The character of the neighborhood will not be substantially altered as there are already buildings of the proposed size, or larger, across the street (30,000 SF) and directly adjacent to the South (24,500 SF), from the subject property. The property does not directly abut any residentially zoned properties either.

Staff Comment: Staff does not feel that granting the variance would substantially alter the character of the neighborhood.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

Applicant Response: There will not be any significant impact on any public service as a result of this new store. The store will only have 2 restrooms by code, no matter the size of the building, thus the granting of the variance does not change the amount of water or sewer required for this development. The development is also likely to reduce the current utility usage based on the type of business currently on the property.

Staff Comment: Staff does not feel that the variance would adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

Applicant Response: We are under contract to purchase the property when all governmental approvals are received for the project. The property is zoned commercial and is surrounded by commercial and industrial zoned land.

Staff Comment: Staff believes that the property owner did have knowledge of the zoning restriction before purchasing the property.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

Applicant Response: No. In order to provide these everyday goods at a discounted and reasonable price, have enough storage area to provide support to the business, by which also reduces the number of deliveries necessary to stock the store, the store must be the size requested.

Staff Comment: Staff feels that the owner's predicament cannot be obviated without a variance.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

Applicant Response: Yes, the intent of the zoning requirements would be met as the store will be of attractive nature, provide new business, jobs and taxes in the area, as well as provide an opportunity for residents to obtain everyday goods within a convenient distance.

Staff Comment: Staff feels that the intent behind the zoning code would be observed and that substantial justice would be done by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

Applicant Response: By providing this variance, you will allow the most convenient, most reasonably priced, and most variety of goods to the surrounding population. There will be no major harm that comes out of the granting of this variance, so the up-side of approving this variance is much more significant than any downside.

Staff Comment: Staff feels that the existing lot can support a larger retail building, despite being in the Neighborhood Business zoning district.

Recommendation

Staff recommends the Board of Zoning Appeals recommend **approval** of the requested variance from City Code Section 1218.04(y)(1) for the purpose of allowing 10,640 square foot retail establishment at 9375 North Dixie Drive.

The recommendation of the Board of Zoning Appeals will be forwarded to City Council for their review.

BZA VARIANCE - COMMERCIAL

Application Number: Z25-0293

Date: 10/17/2025

Location of Property: 9375 N DIXIE DR
Tax Parcel ID: B02 00601 0060 000

Commercial

Residential

Owner: S & S LEASING LLC 6521 Brantford Rd Dayton, OH 45414 	Applicant: Choice One Engineering 440 E Hoewisher Ave  .com
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Description of Work:

We propose to change the use to a neighborhood retail store selling everyday household goods to the surrounding residents. Requesting the increase in building size from 5,000 SF to 10,640 SF to better serve surrounding residents.

Cost of Construction: \$

Use Group
Construction Type

Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance

By allowing the building to exceed the 5,000 SF code, we will be able to service more of the community, provide more types and varieties of goods, provide more cooler areas for fresh and frozen foods, and provide enough storage to adequately service the store.

Whether the variance is substantial

The variance may look substantial on paper, but the physical result of the variance will not be substantial, as the building will only be longer towards the rear of the site, into the existing trees. The proposed building is also 50% smaller than the directly adjacent properties, so this is not a substantial deviation from the existing makeup of the area.

Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance

The character of the neighborhood will not be substantially altered as there are already buildings of the proposed size, or larger, across the street (30,000 SF) and directly adjacent to the South (24,500 SF), from the subject property. The property does not directly abut any residentially zoned properties either.

Whether the variance would adversely affect the delivery of government services (Such as water sewer and garbage)

There will not be any significant impact on any public service as a result of this new store. The store will only have 2 restrooms by code, no matter the size of the building, thus the granting of the variance does not change the amount of water or sewer required for this development. The development is also likely to reduce the current utility usage based on the type of business currently on the property.

Whether the property owner purchased the property with knowledge of the zoning restriction

We are under contract to purchase the property when all governmental approvals are received for the project. The property is zoned commercial and is surrounded by commercial and industrial zoned land.

Whether the property owner's predicament feasibly can be obviated through some method other than a variance

No. In order to provide these everyday goods at a discounted and reasonable price, have enough storage area to provide support to the business, by which also reduces the number of deliveries necessary to stock the store, the store must be the size requested.

Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance

Yes, the intent of the zoning requirements would be met as the store will be of attractive nature, provide new business, jobs and taxes in the area, as well as provide an opportunity for residents to obtain everyday goods within a convenient distance.

Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

By providing this variance, you will allow the most convenient, most reasonably priced, and most variety of goods to the surrounding population. There will be no major harm that comes out of the granting of this variance, so the up-side of approving this variance is much more significant than any downside.

Variance Review Criteria:

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property with a variance:

- a. By allowing the building to exceed the 5,000 SF code, we will be able to service more of the community, provide more types and varieties of goods, provide more cooler areas for fresh and frozen foods, and provide enough storage to adequately service the store.

2. Whether the variance is substantial:

- a. The variance may look substantial on paper, but the physical result of the variance will not be substantial, as the building will only be longer towards the rear of the site, into the existing trees. The proposed building is also 50% smaller than the directly adjacent properties, so this is not a substantial deviation from the existing makeup of the area.

3. Whether the essential character of the neighborhood will be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance:

- a. The character of the neighborhood will not be substantially altered as there are already buildings of the proposed size, or larger, across the street (30,000 SF) and directly adjacent to the South (24,500 SF), from the subject property. The property does not directly abut any residentially zoned properties either.

4. Whether the variance would adversely affect the delivery of government services (ie, water, sewer, garbage):

- a. There will not be any significant impact on any public service as a result of this new store. The store will only have 2 restrooms by code, no matter the size of the building, thus the granting of the variance does not change the amount of water or sewer required for this development. The development is also likely to reduce the current utility usage based on the type of business currently on the property.

5. Whether the property owner purchased the property with knowledge of the zoning restriction:

- a. We are under contract to purchase the property when all governmental approvals are received for the project. The property is zoned commercial and is surrounded by commercial and industrial zoned land.

6. Whether to property owner's predicament feasibly can be obviated through some method other than a variance:

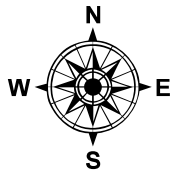
- a. No. In order to provide these everyday goods at a discounted and reasonable price, have enough storage area to provide support to the business, by which also reduces the number of deliveries necessary to stock the store, the store must be the size requested.

7. Whether the spirit and intent behind the zoning requirements would be observed and substantial justice done by granting the variance:

- a. Yes, the intent of the zoning requirements would be met as the store will be of attractive nature, provide new business, jobs and taxes in the area, as well as provide an opportunity for residents to obtain everyday goods within a convenient distance.

8. Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief:

- a. By providing this variance, you will allow the most convenient, most reasonably priced, and most variety of goods to the surrounding population. There will be no major harm that comes out of the granting of this variance, so the up-side of approving this variance is much more significant than any downside.



1 inch = 42 feet



City of Vandalia Board of Zoning Appeals

9375 North Dixie Drive

BZA 25-0011 Maximum Retail Floor Area



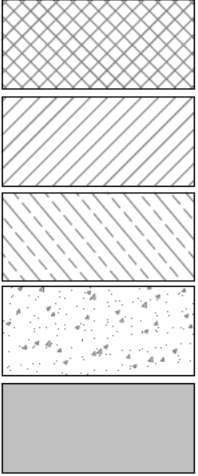
- NOTES:**
1. ALL DIMENSIONS INVOLVING CURBING ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
 2. INSTALL DRIVEWAY PER CITY OF VANDALIA STANDARDS.
 3. CONTRACTOR TO VERIFY EXACT LOCATION, DEPTH AND SIZE OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER OF ANY CONFLICTS PRIOR TO THE INSTALLATION OF UTILITIES.
 4. CONTRACTOR TO FOLLOW ALL PERMIT REQUIREMENTS AND SPECIFICATIONS TO INSTALL THE PROPOSED DEVELOPMENT INCLUDING COORDINATING THE INSTALLATION WITH LOCAL OFFICIALS AS NEEDED AND/OR REQUIRED.
 5. CONTRACTOR TO COORDINATE ALL WORK WITH THE OWNER AS NEEDED/REQUIRED.

PAVEMENT STRIPING NOTES:
ANY PROPOSED PAVEMENT MARKING SHALL BE STRIPED AS PART OF THIS WORK.

ALL PAVEMENT MARKING LINES SHALL BE WHITE OR YELLOW (DO NOT REQUIRE REFLECTOR BEADS) AND SHALL CONSIST OF 4" WIDE LINES.

ALL PAVEMENT MARKINGS SHALL BE PER ODOT ITEM 640 AND 642. ALL PAVEMENT MARKINGS TO BE TYPE 1, UNLESS APPLICATION IS REQUIRED WHEN AIR AND PAVEMENT TEMPERATURES ARE BETWEEN 35 °F AND 50 °F, THEN OBTAIN APPROVAL FROM THE OWNER AND APPLY ONLY PRE-QUALIFIED TYPE 1A COLD WEATHER TRAFFIC PAINT MATERIALS PER ITEM 642 AND 740.

ALL MARKING LAYOUT AND COLOR SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.



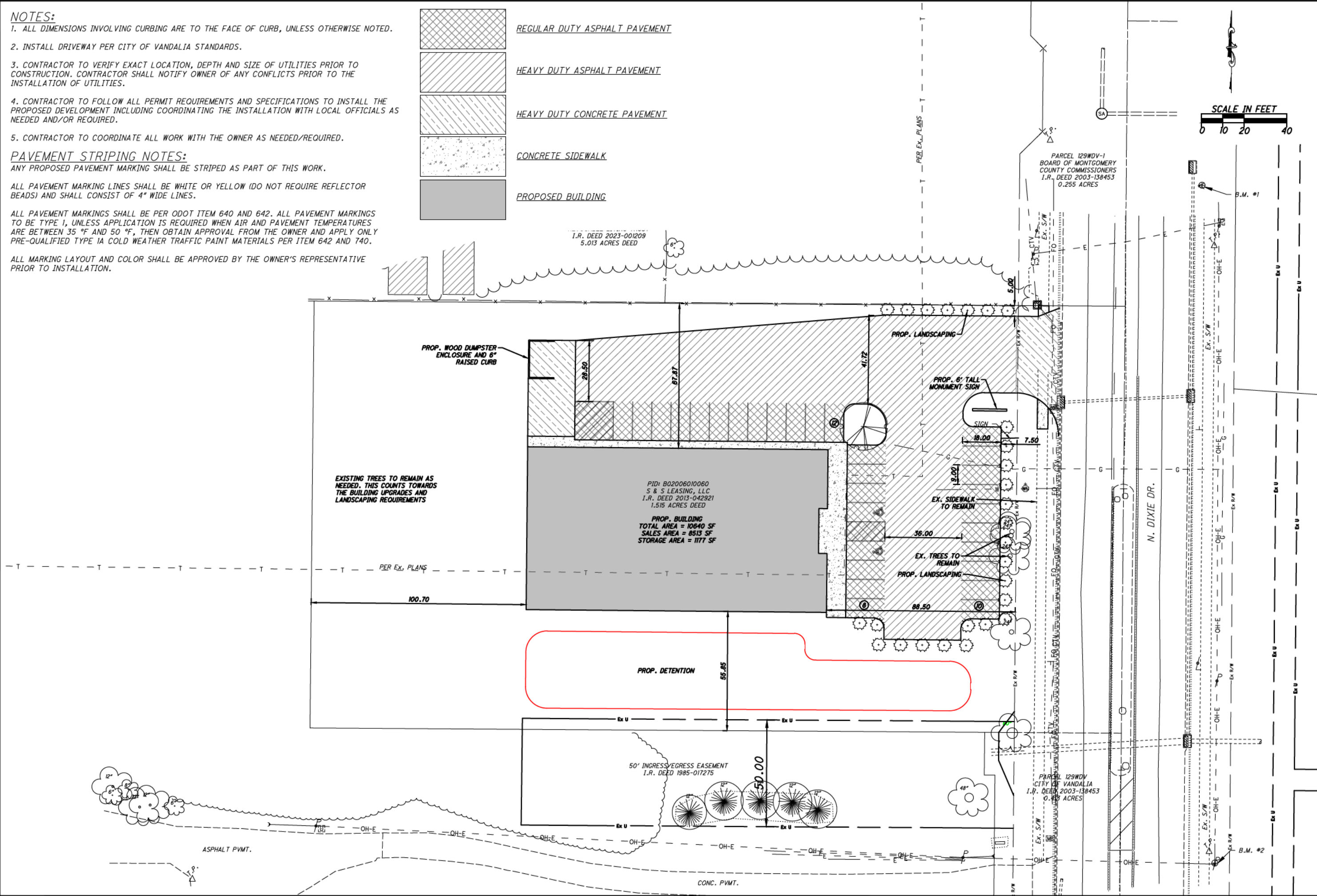
REGULAR DUTY ASPHALT PAVEMENT

HEAVY DUTY ASPHALT PAVEMENT

HEAVY DUTY CONCRETE PAVEMENT

CONCRETE SIDEWALK

PROPOSED BUILDING



REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "**Contract**") is made and entered into by and between S&S LEASING, LLC, an Ohio limited liability company, its successors and/or assigns ("**Seller**") and A4 ACQUISITIONS, LLC, an Ohio limited liability company, its successors and/or assigns ("**Buyer**"). The Effective Date shall be the date that is five (5) days following the date that this Contract is last executed by either of Buyer or Seller.

For and in consideration of Ten Dollars (\$10.00), the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Property.** Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tract or parcel of land being a portion of APN#B02-00601-0060, Legal Description [To Be Verified by Buyer], located at the address 9375 North Dixie Drive, Dayton, Montgomery County, Ohio 45414 (the "**Property**"), being an approximate 1.515 acres, which is further described on **Exhibit "A"** attached hereto and incorporated herein.

2. **Earnest Money.** Five Thousand Dollars (\$5,000.00), to be deposited by Buyer with Safe Title Agency, Inc., Attn: Becky Schweitzer, 312 Elm Street, Suite 2200, Cincinnati, OH 45202 ("**Escrow Agent**" or "**Title Company**") within five (5) business days after the Effective Date and paid in accordance with the terms and provisions of this Contract (the above described deposit together with any Extension Fee, if applicable (as used in this contract "**Extension Fee**" shall mean the Inspection Period Extension Fee, the Closing Extension Fee, as defined herein, or both, as applicable) shall be referred to collectively as the "**Earnest Money**"). If Buyer terminates this Contract before the end of the Inspection Period by providing notice to Seller, all Earnest Money, except for \$100.00 (the "**Independent Consideration**"), shall be returned to Buyer. If Buyer terminates this Contract after the end of the Inspection Period, all Earnest Money shall be sent to Seller, unless Buyer's termination is due to Seller's default under this Contract and/or pursuant to other applicable terms of this Contract, in which case all Earnest Money shall be returned to Buyer. If deposited in an interest-bearing account, all interest earned on the Earnest Money shall be the property of Buyer and shall be applied to the Purchase Price at Closing (as defined below).

3. **Parcel Map Revision.** Intentionally Left Blank

4. **Purchase Price** [REDACTED]

5. **Closing.** The sale and purchase of the Property shall be consummated at a closing (the "**Closing**") to be held at the offices of the Title Company and may be closed as a "mail away" if satisfactory to Seller and Buyer. The Closing shall be on or before thirty (30) days after the expiration of the Inspection Period, including any agreed upon extensions, and the completion of the outlined Conditions Precedent (the "**Closing Date**"). Buyer, at Buyer's option, may extend the Closing Date for an additional thirty (30) days (each a "**Closing Date Extension**" and, collectively, the "**Closing Date Extensions**") by (a) providing written notice to Seller of Buyer's election to extend the Closing Date on or before the then applicable Closing Date, and (b) by paying a \$500 extension fee (the "**Closing Extension Fee**") to Escrow Agent on or before the then applicable Closing Date. The Closing Extension Fee shall be applicable to the Purchase Price at Closing.

6. **Obligations at Closing.** At Closing, Seller shall deliver to Buyer, or Buyer's designee, a warranty deed conveying to Buyer or its designee good and marketable title in fee simple to the Property, subject only to the Permitted Exceptions (as defined below), and all other documents required by the Title Company for closing, pay for Seller's attorney's fees, one-half of any escrow fee, costs of recording the deed, state or local conveyance tax and/or documentary transfer tax (if any), sales tax (if any), its portion of prorated property taxes, the base cost of the ALTA Owner's Policy of Title Insurance, and all other costs incurred by Seller or required to be paid by Seller pursuant to any other provision of this Contract, and surrender the Property to Buyer. At Closing, Buyer shall pay the Purchase Price, as adjusted, pay for Buyer's attorney's fees, one-half of any escrow fee, any endorsements or additional

coverages to the title policy, an updated survey, any costs associated with financing the purchase of the Property, and all other costs incurred by Buyer or required to be paid by Buyer pursuant to any other provision of this Contract. All other costs will be allocated between the parties as customary in the county where the Property is located.

At Closing, Seller shall give Buyer a credit for all "roll back" taxes, if any, for the period prior to Closing attributable to land use changes or changes in ownership resulting after the sale of the Property pursuant to this Contract. Such credit shall be estimated by the County officials where the Property is situated and shall be final at Closing. The provisions of this Paragraph shall survive the Closing.

7. Inspection Period. Buyer's agents, employees and independent contractors shall have two hundred forty (240) days from the Effective Date (such period, as may be extended from time to time, referred to herein as the "**Inspection Period**") in which to conduct, at Buyer's sole expense, such physical, environmental, engineering and feasibility reports, inspections, examinations, tests and studies, including without limitation soil borings and other geological, engineering, or landscaping tests or studies as Buyer deems appropriate in Buyer's sole discretion. Buyer shall fully repair any damage to the Property caused by any such inspections, tests, or other activities by Buyer or its agents, employees, or independent contractors so that the Property is fully restored to its pre-inspection condition. Seller shall provide Buyer copies of any and all materials pertaining to the Property in its possession or within its control including surveys, environmental reports, and title within ten (10) days after the Effective Date.

Buyer shall have the right to extend the Inspection Period for two (2) thirty (30) day extensions by (a) providing written notice to Seller of Buyer's election to extend the Inspection Period on or before the date of the expiration of the Inspection Period and (b) by paying a \$1,000.00 extension fee (the "**Inspection Period Extension Fee**"), for each extension, to the Escrow Agent. The Inspection Period Extension Fees shall be applied to the Purchase Price at Closing.

8. Tenancy Termination and Asbestos Testing. Seller shall be obligated to terminate the existing tenancy of Wells & Co. Custom Tattoo ("Tenant") at the Property and the Property shall be vacant at least thirty (30) days prior ("Vacation Date") to the Closing Date. Buyer shall give Seller ninety (90) days' written notice of the expected Closing Date. Buyer shall have the right to access the Property and the building thereon for asbestos testing after the Vacation Date and before the Closing Date at reasonable times. Seller shall provide written evidence to Buyer promptly after Tenant vacates the Property. The Earnest Money shall be nonrefundable to Buyer once the Tenant has vacated the Property and its tenancy rights are terminated. If the Seller is unable to remove the Tenant by the Closing Date and such failure continues thereafter for fifteen (15) days or more, the Buyer may elect to either (i) proceed with eviction proceedings against the Tenant, at Seller's expense, including reasonable attorneys' fees, and the Purchase Price shall be reduced by \$200/day until Seller is able to deliver a vacant Property to Buyer, or (ii) terminate this Contract and the Earnest Money shall be returned to Buyer less the Independent Consideration, and Seller shall reimburse Buyer for all of Buyer's due diligence and inspection expenses associated with this Contract, including but not limited to the survey fee, title fee, attorney fees, and engineering and architectural fees. At all times during the pendency of this Contract the parties shall cooperate with each other in good faith.

9. Conditions Precedent. Notwithstanding the foregoing Inspection Period, in no event shall Buyer be obligated to consummate this transaction unless each of the following contingencies (the "**Conditions Precedent**") has been completed to Buyer's satisfaction prior to the Closing Date (as extended):

- (i) Approval of Buyer's intended use by all applicable governmental authorities;
- (ii) Buyer executing a lease with Tenant (or its affiliate) (the "**Lease**"); and
- (iii) Buyer's receipt of written approval from Tenant (or its affiliate) of Buyer's due diligence pursuant to the Lease; and
- (iv) Buyer's receipt of building permit for its improvements to the Property

If Buyer is unable to satisfy (or waive in writing) any of the above Conditions Precedent by the Closing Date, then Buyer may terminate this Contract and, notwithstanding any terms of this Contract to the contrary, receive the Earnest Money (except for the Independent Consideration). Seller and Buyer each agree to cooperate and use

commercially reasonable good faith efforts to obtain all approvals required by the applicable governmental authorities for Buyer's intended use of the Property that may be reasonably requested by Buyer, including timely preparation and signing of filings, applications, requests, and notices related thereto.

10. Survey and Title. Buyer will order a title insurance commitment ("**Title Commitment**") to be issued by the Title Company. Within ten (10) days after the Effective Date, Seller shall provide Buyer with copies of any surveys of the Property in its possession or control. Buyer shall be responsible for obtaining an updated survey of the Property (the "**Survey**"). Buyer will cause copies of the Title Commitment, all documents of record which are listed as exceptions in the Title Commitment and the Survey (collectively, the "**Title Materials**") to be delivered to Seller. Upon receipt of notice of any objections to the Title Materials (the "**Objections**"), which Buyer shall deliver to Seller in writing prior to the expiration of the Inspection Period, Seller shall have fifteen (15) days after receipt of such notice to satisfy or cure such Objections to Buyer's satisfaction. If Seller fails or declines to satisfy the same within such period, the Buyer, at Buyer's option, which option may be exercised by Buyer at any time prior to the Closing Date, may terminate the Contract and all Earnest Money shall be returned to Buyer. Buyer shall be deemed to have agreed to accept title subject to all matters reflected in the Title Commitment and to the state of facts shown on the Survey, other than Objections that have been timely given and provided that, in no event shall Buyer be deemed to have agreed to accept title subject to (i) monetary liens, encumbrances or security interests against Seller and/or the Property, (ii) encumbrances that have been voluntarily placed against the Property by Seller after the Effective Date without Buyer's prior written consent and that will not otherwise be satisfied on or before the Closing, or (iii) exceptions that can be removed from the Title Commitment by Seller's delivery of a customary owner's title affidavit or gap indemnity (all of the foregoing hereinafter collectively referred to as the "**Seller's Required Removal Items**"). In addition to the foregoing and notwithstanding anything contained herein to the contrary, in the event the Property is subject to reservation(s) or grant(s) of oil, gas, or other mineral rights, it shall be Seller's obligation to execute or obtain releases of such rights or waivers of surface rights satisfactory to Buyer and the Title Company, which obligation shall be part of Seller's Required Removal Items. All title matters and exceptions set forth in the Title Commitment and the state of facts shown on the Survey which are not Objections, or which are thereafter deemed to be accepted or waived in writing by Buyer as hereinafter provided, other than the Seller's Required Removal Items, are hereafter referred to as the "Permitted Exceptions."

11. Commissions. Seller and Buyer mutually represent and warrant to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than Edge Real Estate Group, whose commission shall be paid by Buyer at Closing pursuant to a separate agreement. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

12. Representations and Warranties and Covenants of Seller. Seller warrants, represents and covenants to Buyer that (i) current use of the Property or improvements located on the property conform to applicable Federal, State or municipal laws, ordinances, codes or regulations, zoning and permitted uses; (ii) there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or the Property; (iii) Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; (iv) other than as disclosed in writing to Buyer, there are no environmental issues, damages, or hazards on the Property, (v) if Seller is an entity then that entity is in good standing; (vi) this Contract does not violate any other contracts or cause a default under any other contracts; (vii) Seller is conveying the Property to Buyer with good and marketable title; (viii) on the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property; (ix) the Property will be delivered to Buyer at Closing free and clear from any leases, contracts, and tenants in possession; and (x) Seller shall have vacated the Property before the Closing Date. Each representation and warranty of Seller contained in this Contract shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

13. Damage and Condemnation. All risk of loss to the Property will remain upon Seller before the Closing.

If condemnation proceedings are commenced before Closing against any portion of the Property, then Seller shall immediately notify Buyer in writing of the condemnation proceedings, and Buyer may terminate this Contract by delivering a written notice to Seller within ten (10) business days after Buyer receives the notice (and in any event before Closing), in which case the Earnest Money will be returned to Buyer. If this Contract is not terminated, then any condemnation award will (a) if paid to Seller before the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not paid to Seller before the Closing Date, shall be assigned at Closing and belong to Buyer and the Purchase Price will not be reduced.

14. Default. If Buyer defaults and such default continues for seven (7) days after written notice is delivered to Buyer, then Seller may terminate this Contract by written notice to Buyer, whereupon the Earnest Money shall be paid to Seller as full and complete liquidated damages for the default of Buyer, in which event neither party shall have any further rights, obligations, or liabilities under this Contract. The parties acknowledge and agree that it is difficult or impossible to determine the amount of damages that may occur as a result of Buyer's default. As such, the parties agree that the amount(s) contemplated herein represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated for Buyer's default. If Seller defaults and such default continues for seven (7) days after written notice is delivered to Seller, or three (3) days after written notice is delivered to Seller in the event Seller fails to close on the Closing Date, then Buyer may avail itself of the remedy of specific performance or terminate this Contract by written notice to Seller, whereupon the Earnest Money shall be refunded to Buyer for such default and Seller shall reimburse Buyer for all out-of-pocket expenses, including, but not limited to, consultant fees, attorneys' fees, permitting fees, and any lost revenue due to Seller's default.

15. Assignment. Buyer may at any time assign or transfer its interest in this Contract, with prior notice to Seller. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns. Seller may not assign or transfer its interest in this Contract, without the prior written consent of Buyer.

16. Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

17. Miscellaneous. Time shall be of essence in the performance of the terms and conditions of this Contract. In the event any time period specified in this Contract expires on a Saturday, Sunday or bank holiday on which national banks are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Contract, business days shall be Monday through Friday, excluding any recognizable state or Federal holidays. All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Contract and shall not supplement, limit or otherwise vary in any respect the text of this Contract. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Contract. This Contract supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property. This Contract contains the sole and entire understanding between Seller and Buyer with respect to the transactions contemplated by this Contract, and all promise, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties are merged into this Contract. This Contract shall not be modified or amended in any respect unless by a written Contract executed by or on behalf of the parties to this Contract in the same manner as this Contract is executed. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Contract may be transmitted between the parties via facsimile or electronic transmission, and signatures transmitted by facsimile or electronic transmission shall be deemed originals and shall be binding upon the parties. Seller agrees that the terms of this Contract shall be deemed confidential in nature and shall not be disclosed to any third parties by Seller without the prior written consent of Buyer. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa. Words of any gender used in this Contract shall be held and construed to include any other gender.

18. If Seller owns any property immediately adjacent to the Property on the Effective Date and/or on the Closing Date, then, in addition to the above, and for no additional consideration:

A. At Closing, Seller shall grant to Buyer and record at Closing a temporary ten foot (10') grading and slope easement along the shared property line between the Property and Seller's adjacent property.

B. Seller covenants and agrees to record at Closing in the public records, the following use restriction, through final deed or easement, which restriction shall run in perpetuity and burden Seller's adjacent property: "Seller, its successors and/or assigns, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of Seller's adjacent property for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express."

C. Seller covenants and agrees to record at Closing in the public records, the following use restriction, through deed or easement, which restriction shall run in perpetuity and burden Seller's adjacent property: "Seller, its successors and/or assigns, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its Parcel to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the Seller Parcel, except that any usual paging system be allowed; (h) any distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics."

D. Buyer and Seller shall agree on the form and substance of the above agreements prior to Closing and shall execute and record in the public records prior to or at Closing.

19. Attorneys' Fees. In the event of any litigation arising out of this Contract, the party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incurred as a result of a litigation. This Contract shall be governed, construed and enforced in accordance with the laws of the state in which the Property is located.

20. Notice. All notices shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, transmitted via facsimile transmission or electronic transmission, or upon being deposited with a nationally recognized commercial courier for next day delivery or with USPS for next day or two day delivery, to the addresses below or to the attorney representing any party to be notified. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such

communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Buyer:

A4 Acquisitions, LLC
Attn: Josh Allen
9830 Mistymorn Ln
Cincinnati, OH 45242
Phone: 765-215-1444
Email: josh@a4regroup.com

Seller:

S&S Leasing, LLC
Attn: Ben Staub
6521 Brantford Road
Dayton, Ohio 45414
Phone: (937) 890-9292
Fax: _____
Email: bens@bastech.com

With a copy to:

RKPT, Inc.
Attn: Michael R. Yeazell
312 Elm Street, Suite 2200
Cincinnati, OH 45202
Phone: 513-731-3330
Email: myeazell@rkpt.com

With a copy to:

Phone: () -
Fax: _____
Email: _____

21. Like-Kind Exchange. At no cost or liability to Seller, Seller agrees to reasonably cooperate with Buyer by executing such documents or taking such action as Buyer reasonably requests in connection with any tax deferred exchange pursuant to Section 1031 of the Tax Code, provided that (i) the transaction contemplated by this Contract shall not be conditioned upon completion of such exchange; (ii) Seller shall not be required to take title to any real property in connection with any such exchange; (iii) Seller shall not incur any liability by reason of any such exchange; and (iv) Buyer shall not be relieved of any of its obligations under this Contract as a result of any such exchange.

22. Earnest Money Deposit. The Earnest Money shall be held by the Escrow Agent in a federally insured, non-interest bearing account. Escrow Agent joins in the execution of this Contract for the purpose of agreeing to serve as the Escrow Agent under this Contract and to abide by the terms and conditions of this Contract with respect to Escrow Agent and applicable law. In the event that Seller and Purchaser (each a "Party" and collectively, the "Parties") agree that a Closing is to occur, the Parties shall provide joint written notice of the anticipated date of Closing to Escrow Agent at least three (3) business days prior to such date, together with instructions for disbursement of the Earnest Money (the "Closing Notice"), in which case Escrow Agent shall, without liability to either of the Parties under this Contract, release the Earnest Money as set forth in the Closing Notice. In the event that either Party believes that it is entitled to the release of the Earnest Money (or any portion thereof) from the Escrow Agent, the Party requesting the release of the Earnest Money (or any portion thereof) (the "Requesting Party") shall provide written notice to the Escrow Agent and to the other Party (the "Non Requesting Party") containing the request for the Earnest Money (or any portion thereof) and the basis therefor (the "Earnest Money Release Notice"). If the Non Requesting Party does not provide written notice to the Escrow Agent and the Requesting Party objecting to the Earnest Money Release Notice (the "Earnest Money Release Objection Notice") within five (5) days after the date the Earnest Money Release Notice was provided to the Escrow Agent and the Non Requesting Party (the "Earnest Money Release Objection Deadline"), then the Escrow Agent shall, without liability to either of the Parties under this Contract, release the Earnest Money as set forth in the Earnest Money Release Notice. If the Non Requesting Party timely provides the Earnest Money Release Objection Notice, the Escrow Agent shall not disburse the Earnest Money (or any portion thereof) until the Escrow Agent has received joint written instructions from the Parties directing its disposition (the "Joint Written Disposition Instructions") or a final, nonappealable judgment or order from the Hamilton County, Ohio Court of Common Pleas (the "Court

Order”) directing the disposition of the Earnest Money, in which case the Escrow Agent shall abide by the Joint Written Disposition Instructions or Court Order, as applicable, without liability to the Parties. In the event of a dispute regarding the Earnest Money (or any portion thereof), the Escrow Agent may deposit the Earnest Money with the Court in an interpleader action, in which case, upon such deposit and acceptance by the Court, the Escrow Agent shall be released of any further liabilities or obligations under this Contract with respect to the Earnest Money so deposited with and accepted by the Court in such interpleader action. Escrow Agent shall, in good faith, carry out its duties and obligations as escrow agent under this Contract, but shall not have any liability to either of the Parties under this Contract with respect to its duties, acts or omissions as escrow agent, except in the case of Escrow Agent’s express breach of any provision of this Contract applicable to Escrow Agent, willful misconduct or gross negligence. In the event of a conflict between this paragraph and any other provision of this Contract, the provisions of this paragraph shall control the resolution of such conflict. Escrow Agent shall not be required to verify the authenticity of notices provided to it and the signatures thereon and may, in good faith, rely on the authenticity of any notices provided to it. The provisions of this paragraph shall survive the termination of this Contract.

23. Force Majeure. Seller and Buyer shall be excused for the period of any delay and shall not be deemed in default with respect to the performance or satisfaction of any term, covenant, agreement, condition or precondition set forth in the Contract when prevented from performing or satisfying such term, covenant, agreement, condition or precondition due to a cause or causes beyond such party’s (the “Performing Party’s”) reasonable control or which are otherwise illegal, inadvisable, impossible, or commercially impracticable to perform or satisfy (each, a “Force Majeure Event”), which shall include, without limitation, (i) fire, flood, sinkhole, earthquake, hurricane, tornado, disease, contagion, pandemic, epidemic, other recognized health threats as determined by either the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), or other act of God; (ii) riots, civil commotion, protests, demonstrations, vandalism or other malicious other acts outside of the Performing Party’s reasonable control; (iii) acts of government including, but not limited to, regulations and advisories; (iv) acts or threat of terrorism, war, military action or civil unrest; or (v) any other cause(s) not within the Performing Party’s reasonable control or which are otherwise illegal, inadvisable, impossible, or commercially impracticable to perform or satisfy.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and sealed this Real Estate Purchase Contract, to be effective as of the Effective Date.

BUYER:

A4 Acquisitions, LLC,
an Ohio limited liability company

By: 
Josh Allen, Member

Date: 01/22/2025

SELLER:

S&S Leasing, LLC
an Ohio limited liability company

By: 
Ben Staub, Member

Date: 1/14/25

—
The undersigned joins in this Contract as Escrow Agent for the purpose of agreeing to its obligations hereunder as Escrow Agent.

ESCROW AGENT:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

APN# B02-00601-0060, Legal Description [To Be Verified by Buyer]



EXHIBIT "A"

Situate in part of the Southeast Quarter of Section 21, Town 3, Range 6 East in the City of Vandalia, Montgomery County, Ohio and being a part of a 5 acre tract conveyed to Elsie L. Monnin as described in Microfiche No. 85-229C12 and part of a 5.569 acre tract conveyed to Elsie L. Monnin as described in Microfiche No. 85-498D11 of the Deed Records of Montgomery County, Ohio and being more particularly described as follows:

Commencing at a 3/4" iron pin found at the intersection of the centerlines of North Dixie Drive and Cloverleaf Road; thence North 00° 47' 15" West with the centerline of North Dixie Drive a distance of 717.35 feet to a PK Nail set on the Easterly extension of the North line of the aforesaid 5 acre tract; thence South 89° 01' West a distance of 57.25 feet to the Northeast corner of the said 5 acre tract and the Southeast corner of Mary M. Muth's 5.00 acre tract as described in Microfiche No. 93-161E06 on the West line of the Old Dayton and Troy Traction Company property at the true place of beginning of this description, witness a concrete post South 89° 01' West a distance of 1.99 feet; thence South 00° 48' East with the West line of the said Traction Line a distance of 200.00 feet to a 5/8" iron pin set; thence by new division lines the following two (2) calls: South 89° 01' West a distance of 330.00 feet to a 5/8" iron pin set; thence North 00° 48' West a distance of 200.00 feet to a 5/8" iron pin set South line of the said Muth Tract; thence North 89° 01' East with the said Muth Tract a distance of 330.00 feet to the place of beginning.

Containing 1.515 acres of land, more or less.

The bearing North 89° 01' East was taken from Microfiche No. 85-229C11 and was used as the basis for the bearings for this description.

This description prepared by William A. Boyer, Registered Surveyor No. 5408 in accordance with a survey dated May 14, 1998.

Subject to a temporary Right of Way Easement set as Document No. 02-131679.

Subject to an Easement set as Document No. 02-131678.

Parcel No. B02 00601 0060



Evans Box

MEMORANDUM

TO: Board of Zoning Appeals
FROM: Ben Graham, Zoning and Planning Coordinator
DATE: November 7, 2025
SUBJECT: **BZA 25-0012** – 112 Gabriel Street - Variance from City Code Section 1224.01(e)(17)(B)(i)

General Information

Applicant: Bradley Blacker
112 Gabriel Street
Vandalia, Ohio 45377

Existing Zoning: Residential Single-Family (RSF-3)

Location: 112 Gabriel Street
Vandalia, Ohio 45377

Previous Case(s): None

Requested Action: Recommendation to City Council

Exhibits: 1- Application
2- Criteria Responses
3- Location Map
4- Site Plan
5- Deck Drawings

Background

The Applicant, Bradley Blacker has requested a variance to have his porch encroach 10 feet into the minimum front yard setback. The proposed porch is 230 (23'x10') square feet with a matching cover. An uncovered accessibility ramp is also planned for the site and would connect to the porch.¹

City Code Section 1224.01(e)(17)(B)(i) provides that “if a porch or deck extends across more than 25% of the width of the front or rear façade, the entire porch or deck shall meet the minimum building setback requirements for principal buildings in the applicable zoning district.” The porch would extend across 51.1% of the width of the front façade and would need to meet the front yard setback of the RSF-3 zoning district.² The front yard setback is 30 feet and the proposed front yard setback with the covered porch is 20 feet.

¹ The accessibility ramp is not included in the porch area, and is not part of this variance request. See also VCO 1224.01(e)(1).

² If the porch or deck extends across 25% of the width of the front or rear facade or less, then the deck may encroach into any required front or rear yard setback up to eight feet.

The accessibility ramp is not part of this variance. City Code Section 1224.01(e)(1) provides that “ramps that provide access to buildings for the disabled are permitted in all zoning districts and may encroach into all setbacks but shall not encroach on a public sidewalk, easement, right-of-way, or street.”

The Applicant stated in his Letter of Justification that “the deck size would make it easily accessible for someone in a wheelchair to maneuver and comfortably use the deck.” The property would benefit from adding a front deck with a wheelchair-accessible design to accommodate the homeowner’s aging father-in-law and improve mobility for the household. The deck would enhance the home’s appearance and curb appeal while providing a comfortable outdoor space to enjoy the neighborhood.”

Variance Criteria

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative, to determine the following:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

Applicant Response: Property at 112 Gabriel Street would benefit from a deck on the front of the house because we are probably going to need a wheelchair ramp. My father-in-law lives with us and he will be 84 this December. His mobility is declining as is my own and we may be in need of a wheelchair sometime in the future.

Staff Comment: Staff feels that the property in question will yield a reasonable return and the property has a beneficial use without granting the variance.

- (2) Whether the variance is substantial;

Applicant Response: The deck size would make it easily accessible for someone in a wheelchair to maneuver and comfortably use the deck.

Staff Comment: Staff feels that the variance is substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Applicant Response: The addition of the deck would definitely be an improvement to the property. It would allow us to sit on the front deck and enjoy the neighborhood. The house faces west so it gets sun all afternoon. It becomes quite hot in the summer and we aren't able to use the front to relax.

Staff Comment: Staff does not feel that granting the variance would substantially alter the character of the neighborhood.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

Applicant Response: The location of the deck would not interfere with any delivery of any government services.

Staff Comment: Staff does not feel that the variance would adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

Applicant Response: I was not aware of any zoning restrictions when I purchased the house but never had any reason before now to check into it.

Staff Comment: Staff believes that the property owner did not have knowledge of the zoning restriction before purchasing the property.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

Applicant Response: Since the back of the house is a walkout basement, the steps inside the house to the basement are too difficult for my father-in-law to use.

Staff Comment: Staff feels that the owner's predicament can be obviated without a variance, but with a smaller porch that takes up 25% or less of the front façade width.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

Applicant Response: I believe the deck on the front of the house would add an attractive appearance to the property and allow other improvements to the property to make it even more appealing.

Staff Comment: Staff does not feel that the spirit and intent behind the zoning requirement would be observed, nor substantial justice done by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

Applicant Response: My wife and I would like to make other improvements to the front yard such as some landscaping and decorative edging around our existing flowerbeds and around the deck that would tie everything together to increase the curb appeal of the house .

Staff Comment: Staff does not feel that there are any other relevant factors and thus, this criterion is not applicable.

Recommendation

Staff recommends the Board of Zoning Appeals recommend **denial** of the requested variance from City Code Section 1224.01(e)(17)(B)(i) for the purpose of allowing a porch to encroach 10 feet into the front yard setback at 112 Gabriel Street.



Development & Engineering Services Board of Zoning Appeals Application

Complete this page and follow the directions on page 2

Applicant Name: BRADLEY A BLACKER
Mailing Address: 112 GABRIEL ST.
[REDACTED]
Phone Number: [REDACTED]
E-mail Address: [REDACTED]
Owner Name**: [REDACTED]
Mailing Address: [REDACTED]
Phone Number: [REDACTED]

OFFICE USE ONLY
Filing Date 10/21/2025
Hearing Date 11/12/2025
Case No. B2A 25-0012

**** If Applicant is other than owner, written consent of owner is required for variance.**

Location of Property

Street Address: 112 GABRIEL ST.
(north, south, east, west) side of _____ feet
(north, south, east, west) from the intersection of GABRIEL ST. & BRUSMAN DR.
Attach copy of legal description of the property as recorded in the County Recorder's office.

Case Description.

Present Zoning District: RSF3 Total Acres: _____
Description of the existing use of property: RESIDENTIAL
Description of proposed use of property: RESIDENTIAL
Specific Zoning Code provision that applicant is seeking variance from: 1224.01 E17
Variance Requested: DECK
Request for zoning certificate was refused on _____
Applicant must also attach a letter justifying the variance, see page 2, Section C for directions.

Applicant/Owner Bradley A Blacker Date _____
Zoning Administrator [Signature] Date 10/21/2025

FILING FEES (office use only):
Residential (\$159.00) _____
Commercial (\$318.00) _____
Receipt No.: _____ TOTAL: \$154.00

- (2) Whether the variance is substantial;
- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;
- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);
- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;
- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;
- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance; and
- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

E. VARIANCE REVIEW PROCEDURE

The review procedure for a variance is as follows:

Step 1 – Application

The applicant shall submit an application in accordance with City Code Section 1214.02. Within 10 days of receipt of an application for a variance, the Administrative Officer shall make a determination of completeness in accordance with the provisions of this chapter.

Step 2 – Staff Review and Transmittal to the Board of Zoning Appeals

Upon determination that an application is complete, the Administrative Officer shall transmit the application to the Board of Zoning Appeals for consideration pursuant to the standards set forth in City Code Section 1214.02.

Step 3 – Recommendation by Board of Zoning Appeals

Within thirty days of receipt of a completed application, the Board of Zoning Appeals shall hold a public hearing to consider an application for a variance at its next regular meeting or in a special meeting. The recommendation of the Board shall be based upon the review standard set forth above and transmitted to the Clerk of Council for final decision. Notice of this public hearing must be made in accordance with Section 1214.02 (c) to (g).

Step 4 – Final Decision by City Council

Within thirty days of the date on which the Clerk of Council receives the recommendation of the Board of Zoning Appeals, unless a longer time is requested by the applicant, City Council shall hold a public hearing to determine whether to grant the proposed variance based upon the application and the review standards listed above.

From: [Bradley Blacker](#)
To: [Ben Graham](#)
Subject: Variance Review Criteria
Date: Tuesday, October 21, 2025 7:55:48 PM



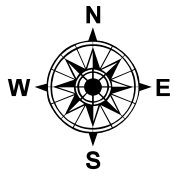
- (1) Property at 112 Gabriel Street would benefit from a deck on the front of the house because we are probably going to need a wheelchair ramp. My father-in-law lives with us and he will be 84 this December. His mobility is declining as is my own and we may be in need of a wheelchair sometime in the future.
- (2) The deck size would make it easily accessible for someone in a wheelchair to maneuver and comfortably use the deck.
- (3) the addition of the deck would definitely be an improvement to the property. It would allow us to sit on the front deck and enjoy the neighborhood. The house faces west so it gets sun all afternoon. It becomes quite hot in the summer and we aren't able to use the front to relax.
- (4) The location of the deck would not interfere with any delivery of any government services.
- (5) I was not aware of any zoning restrictions when I purchased the house but never had any reason before now to check into it.
- (6) Since the back of the house is a walkout basement, the steps inside the house to the basement are too difficult for my father-in-law to use.
- (7) I believe the deck on the front of the house would add an attractive appearance to the property and allow other improvements to the property to make it even more appealing.
- (8) My wife and I would like to make other improvements to the front yard such as some landscaping and decorative edging around our existing flowerbeds and around the deck that would tie everything together to increase the curb appeal of the house .

Thank you for your attention to this matter.

Respectfully submitted,

Bradley & Fonda Blacker(co-owners)
112 Gabriel St
Vandalia OH 45377

[Sent from AT&T Yahoo Mail for iPhone](#)



1 inch = 21 feet



City of Vandalia Board of Zoning Appeals

112 Gabriel Street

BZA 25-0012 Front Yard Setback





Bismarck Dr

29.27' 15.44'

119.07'

9.24' 0.341
B02 00720 0004

212

4

175.28'

UTILITY ESMT

41.84'

156.13'

5.94'

B02 00301 0024

155.92'

0'

20' UTILITY ESMT

10' UTILITY ESMT

112

24

77.48'

77.5'

B02 00301 0023

156.06'

120

23

77.48'

105'

77.5'

74

11



1 inch equals 25 feet

Permit # _____

RESIDENTIAL ACCESSORY STRUCTURE SHED PERMIT

City of Vandalia, Ohio

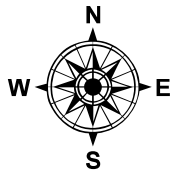
REQUIREMENTS PER SECTION 1224.01

Structures shall not be closer than five (5) feet from any side or rear property line and shall not be located in any recorded easement.

Structures shall not be located within six (6) feet of any principal dwelling structure on the same lot or within ten (10) feet of any off-site structures.

The total area of all accessory structures shall not exceed 4% of the lot area. Such total will not be restricted to less than 600 square feet or a square footage equal to 40% of the footprint of the principal building, whichever is less. The sum of all accessory structures shall not exceed 3,000 square feet. The combined area of all structures and pavement on a lot shall not exceed the maximum impervious surface coverage as established in each district.





1 inch = 21 feet



City of Vandalia Board of Zoning Appeals

112 Gabriel Street

BZA 25-0012 Front Yard Setback



DRAFT
Minutes of the City of Vandalia Board of Zoning Appeals
October 8, 2025

Agenda Items

1. Call to Order
2. Attendance
3. Reorganization Meeting
 - a. Nominations for Chair
 - b. Nominations for Vice Chair
4. Old Business
5. New Business
 - a. BZA 25-0008 – Six Foot Fence in Zone A – 775 Cassel Creek Drive
6. Approval of Minutes
 - a. Board of Zoning Appeal Minutes: June 11, 2025
7. Communications
8. Adjournment

Members Present:	Mr. Mike Flannery, Mr. Mike Johnston, Mr. Steve Stefanidis, Mr. Kevin Larger, and Mr. Robert Wolfe
Members Absent:	None
Staff Present:	Mr. Ben Graham, Zoning and Planning Coordinator
Others Present:	Mr. Wesley Coehick

1. Call to Order

Mr. Flannery called the meeting to order at 6:00 p.m.

Mr. Flannery described the BZA as a recommending body that evaluated the BZA application and stated that the City Council would make the final decision on all appeal and variance requests but will not hold its own public hearing. He noted that City Council would hear the request at its November 3, 2025, regular meeting.

2. Attendance

All of the members were in attendance.

3. Reorganization Meeting

a. Nominations for Chair

Mr. Graham stated that the Board of Zoning Appeals holds its reorganization meeting at the first meeting after June 30.

Mr. Flannery stated that, with the upcoming election, it may be best to postpone the nominations until after the election.

Mr. Larger stated that the Board could continue with the same Chair and Vice Chair for the time being.

Mr. Graham stated that the Board could table this vote until the November 12, 2025, meeting, after the election.

Mr. Wolfe made a motion to table the nomination of Chair until the November 12, 2025, meeting. Mr. Stefanidis seconded the motion.

The motion passed 5-0.

b. Nominations for Vice Chair

Mr. Wolfe made a motion to table the nomination of Vice Chair until the November 12, 2025, meeting. Mr. Stefanidis seconded the motion.

The motion passed 5-0.

4. Old Business

Mr. Graham confirmed that there was no old business.

5. New Business

a. BZA 25-0008 – Six Foot Fence in Zone A – 775 Cassel Creek Drive

Mr. Graham stated that the Applicant, Wesley Coehick, on behalf of Kaytlin Rogers has requested a variance to construct a 6-foot fence on a corner lot within Zone A. City Code Section 1224.01(e)(9)(D)(iii) provides that “Zone A shall be the area lying between the street right-of-way line and a line parallel to and a minimum of 15 feet behind the existing front line of the building foundation. See Figure 1224-C.” Fencing in Zone A shall not exceed 42 inches in height in any residential zoning district and shall not be constructed within 3 feet of an existing right-of-way line.

Mr. Graham stated that the Applicant has proposed adding on to the existing fence with a 6-foot vinyl fence. The new fence would encroach 12 feet into Zone A and would be 28 feet from the right-of-way on Cassel Creek Drive

Mr. Graham stated that this lot has frontage on three sides—two along Cassel Creek Drive and one along South Brown School Road. According to code, the lot is classified as both a corner lot and a double-frontage lot. Corner lots have front yards on each street frontage. For double-frontage lots, accessory structures are permitted in the area behind the principal building, provided they comply with the setback requirements outlined in Section 1224.01. If the lot were only classified as a double-frontage lot, the fence would be permitted. However, because the property is also a corner lot and the fence extends 12 feet into Zone A, a variance is required.

Mr. Graham reported that, in their Letter of Justification, the Applicant explained that the proposed fence would be mostly hidden behind the existing tree line and would extend her back yard area. The fence would most likely not be seen and would not be an obstruction for traffic.

Mr. Graham asked the Board if they had any questions.

Mr. Stefanidis asked if Mr. Graham had received any correspondence in support of or in opposition to the variance. Mr. Graham replied that he had received one phone call, but the individual only asked questions and did not express an opinion.

Mr. Wolfe asked where the fence would be located. Mr. Graham referred to the PowerPoint presentation.

Mr. Wolfe then asked if there was already a six-foot fence in place. Mr. Graham referred again to the PowerPoint and showed the Board the location of the existing fence.

Mr. Johnston asked if the new fence would be within the existing tree area. Mr. Graham replied yes.

Mr. Flannery opened the public hearing and invited the applicant to address the Board.

Mr. Wesley Coehick, representing 775 Cassel Creek Drive, addressed the Board.

Mr. Coehick stated that there is an existing six-foot vinyl fence along the rear property line and that the proposal involves adding one section to the back of the fence to allow the homeowner to expand the usable area of their backyard.

Mr. Coehick stated that the proposed fence would not visibly obstruct traffic and would be largely screened by the existing trees.

Hearing no further comments from the public, Mr. Johnston closed the public portion of the meeting.

Variance Criteria

Mr. Johnston then proceeded to the variance review criteria.

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

BZA Comment: The Board agreed the property in question will yield a reasonable return and the property has a beneficial use without granting of the variance.

- (2) Whether the variance is substantial;

BZA Comment: The Board agreed the variance is not substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

BZA Comment: The Board agreed that granting the variance with the proposed condition would not substantially alter the character of the neighborhood as the fence would be mostly screened with existing landscaping.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

BZA Comment: The Board agreed the variance would not adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

BZA Comment: The Board agreed the property owner did not have knowledge of the zoning restriction before purchasing the property.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

BZA Comment: The Board agreed that the owners predicament can be obviated without a variance, but this would require either reducing the fence height at the proposed location or moving the six-foot fence further back on the property.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

BZA Comment: The Board agreed that the intent behind the zoning code would not be strictly observed by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief; and

BZA Comment: The Board agreed there are no other relevant factors.

Mr. Flannery reported that Staff recommends that the Board of Zoning Appeals recommend approval of the requested variance from City Code Section 1224.01(e)(9)(D)(iii) for the purpose of allowing a six-foot fence to be placed within Zone A at 775 Cassel Creek Drive with the following condition:

1. The fence shall not extend more than 12 feet into Zone A.

Hearing no questions, Mr. Flannery called for a motion.

Mr. Larger made the motion to recommend approval of the requested variance from City Code Section 1224.01(e)(9)(D)(iii) for the purpose of allowing a six-foot fence to be placed within Zone A with the proposed condition.

Mr. Johnston seconded the motion. The motion passed 5-0.

6. Approval of Minutes

a. Board of Zoning Appeal Minutes: June 11, 2025

Mr. Wolfe made a motion to approve the June 11, 2025, Meeting Minutes. Mr. Stefanidis seconded the motion. The motion passed 5-0.

7. Communications

Mr. Graham reported the meeting scheduled for October 22, 2025, has been cancelled.

Mr. Graham reported there will be a meeting on November 12, 2025.

8. Adjournment

Mr. Wolfe made a motion for adjournment. Mr. Stefanidis seconded the motion. The motion passed 5-0.

The meeting was adjourned at 6:18 p.m.

Mike Flannery
Chair