

**CAUCUS PRIOR TO STRONGSVILLE BOARD OF ZONING &
BUILDING CODE APPEALS**

**Meeting of
August 26, 2009
7:30 p.m.**

Present - Board of Appeals Members: Glenn Goist; Richard Baldin; Kenneth Evans; Frank Bohac

Administration: Assistant Law Director, Daniel Kolick

Building Department Representative: Joe Allen

Recording Secretary: Kathryn Zamrzla

The Board members discussed the following:

1) MARK DONNELLY, OWNER

Requesting a 25' Side Yard Setback variance from Zoning Code Section 1252.17 (c) which requires that the fence be located within the setback of the residence and where the applicant is proposing to extend a fence 25' beyond the setback of the residence in order to Replace an Existing Fence with a 6' Vinyl Shadowbox Fence with Lattice; property located at 14106 Oakland Park Drive PPN 398-04-041 zoned R1-75.

The Board observed that this applicant lives behind another applicant that was denied a fence variance. They also agreed that they don't want the fence too close to the pool if they asked the owner to move the fence inward and the utilities are located in that same area. A permit was issued in 1981 for the previous fence but no variance was issued. Dr. Goist stated the fence should come in seven feet.

2) CHAD HAGAN, SR, OWNER

Requesting a 2.5' Side Yard Setback variance from Zoning Code Section 1252.16 (e) which requires a 5' Side Yard Setback and where a 2.5' Side Yard Setback is proposed in order to construct an Unenclosed Deck; property located at 10027 Peachtree Drive PPN 391-24-102 zoned R1-75.

The Board observed that the deck was already started by the applicant and he was caught working without a permit.

(G) PUBLIC HEARINGS

3) EDNO CLUBS, OWNER/Bill Davison, Architect

a) Requesting an 82' Lot Width variance from Zoning Code Section 1258.08 which requires a 200' Lot Width and where a 118' Lot Width is proposed in order to construct a Multi-Tenant Building;

b) Requesting a 20' Parking Setback variance from Zoning Code Section 1258.11 which requires a 75' Parking Setback from the centerline of Pearl

Road and where a 55' Parking Setback is proposed in order to construct a Multi-Tenant Building; property located at 14868 Pearl Road PPN 393-23-002 and 393-23-003 zoned General Business and R1-75.

Dr. Goist stated that the applicant submitted new drawings to improve the parking situation and traffic flow and that he visited the property several times and witnessed a low traffic flow on Pearl Road during the lunch hour but heavy traffic in the later afternoon. Mr. Baldin stated that there are 20-some vacancies along Pearl Road and is concerned that the building will be built and remain empty. He also is concerned that other Pearl Road property owners will want variances as well. Mr. Kolick stated that the type of variance and the use are factors when determining whether to approve a variance or not. Mr. Allen stated that there is a substantial buffer behind the property.

4) DR. KAST, OWNER

- a) Requesting a variance from Zoning Code Section 1260.09 (c) (2) which permits one Ground Sign and where 2 Ground Signs are proposed;
- b) Requesting a 10' Setback variance from Zoning Code Section 1260.09 (c) (2) which requires a 25' Setback and where a 15' Setback is proposed in order to install a Ground Sign;
- c) Requesting a 24 SF Face Area variance from Zoning Code Section 1260.09 (c) (2) which permits a 36 SF Face Area and where a 60 SF Face Area is proposed in order to install a Ground Sign; property located at 16580 Pearl Road PPN 393-34-019 Zoned PDA-2.

Dr. Goist stated that the Board needs something from Echo Lake stating that they will be willing to move that sign after the Pearl Road widening.

(H) ANY OTHER BUSINESS TO COME BEFORE THE BOARD

**5) DOLLAR TREE, TENANT/WALD & FISHER, OWNERS/
Boyer Signs, Agent**

- a) Requesting a 99 SF Sign Face Area variance from Zoning Code Section 1272.11, which allows a 129 SF Sign Face Area and where a 228 SF Sign Face Area is proposed in order to install a Wall Sign;
- b) Requesting a 4' 3" Sign Height variance from Zoning Code Section 1272.12 (h), which allows a 5' Sign Height and where a 9' 3" Sign Height is proposed in order to install a Wall Sign; property located at 18200 Royalton Road PPN 396-11-001 zoned General Business.

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The Board stated that the current sign meets code although the applicant would like it to be bigger. The original sign proposal is too big. The Board stated they would like to see something in between the two sizes or keep the current sign size. The Board discussed other signs in The Greens of Strongsville previously approved for variances.

STRONGSVILLE BOARD OF ZONING & BUILDING CODE APPEALS

MINUTES OF MEETING

August 26, 2009

The meeting was called to order at 8:00 PM by the Chairman, Dr. Goist.

Present: Dr. Goist
Mr. Baldin
Mr. Evans
Mr. Bohac

Also Present: Mr. Kolick, Assistant Law Director
Mr. Allen, Building Department Representative
Ms. Zamrzla, Recording Secretary

Dr. Goist – Good evening, ladies and gentlemen. I'd like to call this August 26, 2009 meeting of the Strongsville Board of Zoning and Building Code Appeals to order. Kathy, would you call the roll please?

ROLL CALL: ALL PRESENT EXCEPT MR. HARR

Mr. Baldin – I make a motion to excuse Mr. Harr for just cause.

Mr. Bohac – Second the motion.

Dr. Goist – We have a motion and a second. Kathy, would you call the roll.

ROLL CALL: ALL AYES: MOTION CARRIED

Dr. Goist – I hereby certify that this meeting has been posted in accordance with Chapter 208 of the Codified Ordinances of the City of Strongsville. We have in our packets minutes from July 29, 2009. If I may have a motion to approve the minutes if there are no additions or corrections.

Mr. Evans – So moved.

Mr. Bohac – Second.

Dr. Goist – We have a motion and a second. Kathy, would you call the roll.

ROLL CALL: ALL AYES: MOTION CARRIED

Dr. Goist –Our meetings are in two portions, New Applications, of which we have two and Public Hearings. Now, for all the people who are here who would like to speak before the Board of Zoning and Building Code Appeals this evening, if you would now please stand and be sworn in by our Assistant Law Director.

Mr. Kolick then stated the oath to those standing.

1) **MARK DONNELLY, OWNER**

Requesting a 25’ Side Yard Setback variance from Zoning Code Section 1252.17 (c) which requires that the fence be located within the setback of the residence and where the applicant is proposing to extend a fence 25’ beyond the setback of the residence in order to Replace an Existing Fence with a 6’ Vinyl Shadowbox Fence with Lattice; property located at 14106 Oakland Park Drive PPN 398-04-041 zoned R1-75.

Dr. Goist – Our first New Application is Mark Donnelly. Mark, if you’ll come forward please and give us your name and address and tell us what you’re interested in and why you would like the variance that you’re requesting.

Mr. Donnelly – My name is Mark Donnelly. I live at 14106 Oakland Park Drive. We have lived in Strongsville since 1987. The fence was built 18 years ago. Somebody asked in the other room how long the pool had been up and I think it’s 12 years.

Dr. Goist – Okay, we understand what you’re asking for. One of the questions that we had was you had the permit for the fence. You also had a permit for the pool. Is that correct?

Mr. Donnelly – Correct.

Dr. Goist – We did look up – we did get the one on the fence but you never got a variance for that property. Is that correct?

Mr. Donnelly – Apparently not.

Dr. Goist – Okay and that’s what the City records show too. At this point, you’re, kind of, grandfathered in because you did not have a variance. Today we would hope that we would catch that and you would have had a variance for the fence.

Mr. Kolick - Mr. Chairman, for the applicant, you said that fence has been there for 18 years?

Mr. Donnelly – Yes.

Mr. Kolick – Maybe that is why. It may have predated our section as what the setback was on the fence if it was that long ago. So, it may be that he did not need a variance back when that fence originally went in.

1) **MARK DONNELLY, OWNER, cont'd**

Dr. Goist – Okay. All right. We also have looked at that fence in the past and we know that it is deteriorating. You're going to put up a vinyl fence?

Mr. Donnelly – I would like to replace it with a nice vinyl white fence. It will be less upkeep and it will be a lot safer than the fence up there. It's beyond repair at this point.

Dr. Goist – I'm sure that you are probably aware from some of the previous discussions that have gone on, City Council has changed the Ordinances on setbacks from the side of the house for a fence and I happened to go a little bit prematurely. I was at your lot yesterday and your son was nice enough to show me what you were doing and my question for you is would you at all entertain moving the utility to the pool to the other side and then we would probably ask you to move that fence in about 7'. Would you entertain that? We're, kind of, splitting the difference with what the Code – the Code now says you have to come off the corner of your house and we're not asking for that. We're asking to bring it a little further off the sidewalk, if that would be possible.

Mr. Donnelly – I think the way that the pool is set up is that the intake/outtake for the water is on that side where the pump is right now. So, to do that I would have to take the pool down and set it up again if I could do that but again, the pool is about 12 years old.

Dr. Goist – I think that one of our other Board members pointed out that if the pool is more than a couple of years old, at that point if you're going to do it, you're almost better off putting a new pool up.

Mr. Donnelly – I was hoping not to do that. We just got a new pool liner.

Dr. Goist – We're not asking you to do that. I was just asking if you were able to move the intake/outtake of that and go to the other side where we could slide that fence in a little further.

Mr. Donnelly – I think it might be little cost prohibitive with putting up the fence I want to put up. The main reason for the fence is just for the safety.

Dr. Goist – We don't like to get fences real close to a pool so that somebody could climb up on the fence and jump off into the pool. That becomes a safety issue.

Mr. Donnelly – Right, we took a tree down in the back yard for that reason.

Dr. Goist – Board members, do you have other questions?

Mr. Baldin – I have no questions, Mr. Chairman.

Mr. Evans - Mr. Chairman?

1) **MARK DONNELLY, OWNER, cont'd**

Dr. Goist – Yes?

Mr. Evans – Mr. Donnelly, the vinyl shadow box fence that is going to be 6' tall, is the existing fence there now 6'?

Mr. Donnelly – Yes. It's the exact same style just a different material.

Mr. Evans – All right, and the shadow box is not board-on-board? It's a solid?

Mr. Donnelly – Yes, it a solid panel.

Mr. Evans – Okay, thank you.

Dr. Goist - Mr. Bohac, any questions?

Mr. Bohac – No questions, no.

Dr. Goist – Okay, Mr. Donnelly, your Public Hearing will be September the 9th and then we'll see you back on September the 9th.

Mr. Donnelly – Okay. Am I free to go?

Dr. Goist – You're free to go. Thank you.

RULING: PUBLIC HEARING SET FOR SEPTEMBER 9, 2009

2) **CHAD HAGAN, SR, OWNER**

Requesting a 2.5' Side Yard Setback variance from Zoning Code Section 1252.16 (e) which requires a 5' Side Yard Setback and where a 2.5' Side Yard Setback is proposed in order to construct an Unenclosed Deck; property located at 10027 Peachtree Drive PPN 391-24-102 zoned R1-75.

Dr. Goist – Our next New Application is Chad Hagen. Chad, if you will come forward and give us your name and address first please.

Mr. Hagen – My name is Chad Hagen. I live at 10027 Peachtree Drive.

Dr. Goist – Okay. If you would, kindly, explain to us again – I'm a little bit premature. I don't always go to these first but I happened to go to your house and saw what your situation is. This is something that we as a Board – I'm going to speak for the whole Board here – the one thing that we don't like to see is someone start a project, get caught and then come back

2) **CHAD HAGAN, SR, OWNER, cont'd**

Dr. Goist continued - in and ask for a variance and you have set the posts in concrete where you wanted them without asking for permission. Am I correct?

Mr. Hagen – Yes.

Dr. Goist – Okay. So, my whole point is that you don't need to have a deck that big and would you be willing to move them in 5'?

Mr. Hagen – Yes, I would be willing to move them in off of that. I didn't get caught. My neighbor was inquiring what I was doing and I work so many hours so he hadn't seen me so the neighbor that had inquired was the neighbor that was having a problem with, What is he doing over there, is it so close to the fence, etc. etc. He has no problems with me and what I'm doing right now. He just wanted to know what I was doing. I apologize for just going ahead and doing that. I have owned several homes in Cleveland. I pulled a permit for the fence, I had the property marked, I pulled a permit for the pool. I am one of the neighbors that is actually doing improvements at my property versus many of the other neighbors that aren't. I'm actually putting money into my house and I'm new here in Strongsville and I have put quite a bit into it since I have lived here. Once again, I apologize for doing that. All that stuff that I have done to the deck is, basically, my ignorance for not pulling a permit but since I'm following it up, I would have to pull all those posts up and that would cost a lot of money if I had to do that. That's, kind of, a dead part of my property. In that development, it's like a swale so – I bought the house and I didn't know there was a swale there or whatever the situation was. It's a part of my yard I can't really use. I don't want the kids over there. I don't want them playing there. All the properties back up there and they drain in my yard. I have two big sewer drains, one in the front and one in the back in my yard.

Dr. Goist – I can appreciate that and I can appreciate what you said about improving the lot but I'm going to ask our Engineering Department now if you in fact are in the swale. The one thing you cannot do is build in the swale. So, Joe can you – you probably don't have a topo here with you tonight.

Mr. Allen – No, I don't have the site plan with me. As far as building in the swale, I don't know the exact location of the swale so he may be – if he is 2 ½' off he may be out of the actual physical swale. Whether there is a swale easement there or not, I would have to look at the plat. Again, he doesn't have a permit for the deck at this point yet.

Mr. Hagen – No, just an application.

Mr. Allen – I haven't reviewed it yet.

Dr. Goist – Board members, do you have questions?

Mr. Bohac – No, not until I go and look at it.

2) **CHAD HAGAN, SR, OWNER, cont'd**

Dr. Goist - Mr. Evans?

Mr. Evans – No, not yet.

Dr. Goist - Mr. Baldin?

Mr. Baldin – I'll wait until I see the property before I ask any questions.

Dr. Goist – Okay, Mr. Hagen, everybody is saying we'll take a look at it and we'll look at the topos.

Mr. Allen - Mr. Chairman?

Dr. Goist – Yes?

Mr. Allen – There is no swale easement on his property.

Dr. Goist – So, there is no swale easement on your property.

Mr. Allen – All property lines should be a swale on everybody's property on the sidelines. There should be one on yours but there is no easement granted to anyone. That swale easement would be there to protect your property.

Mr. Hagen – All of the backyards drain into my yard. It was the way that development was built and there is a big sewer system there. I would have no idea what the developer did back there. I know that one of my neighbors tried changing the pitch on his yard for drainage, etc. etc. and ended up in a courtroom and got sued over that. So, I'm sure with the big manhole covers that the swale that I was talking about is there. I really don't understand what it is. There is one in the front on my property line and there is one on the far back corner on the same side and they actually did landscaping where I've seen when it rains that the water comes this high off the ground (indicating) and goes out my one side.

Mr. Allen - Mr. Chairman, there is a catch basin in the left rear corner but based on what I've seen, it's not on his property; it's on the neighbor's property.

Mr. Donnelly – It's under my fence, yes.

Mr. Allen – Yes, it's on the other side.

2) **CHAD HAGAN, SR, OWNER, cont'd**

Mr. Kolick - Mr. Chairman? It would probably be apropos to have the Engineering Department actually take a look at this. We are trying to piece together documents here. Who knows what else we may have in our records. It could be an earlier plat or something. So, we'll have the Engineering Department take a look at it as far as any drainage questions are concerned.

Dr. Goist – As we look at this and as we get all the answers and information back, have in mind and, kind of, be ready that if we should ask you to move that in 2 ½' more that you may be willing to do that.

Mr. Hagen – Yes, I would. I have one more question if you don't mind.

Dr. Goist – Sure.

Mr. Hagen – When we bought the house, supposedly the roof had x amount of time or life span on it and the waterproofing was done seven months previous to us buying the house and after we moved in the house the cracks that I was concerned with in the basement were leaking again and it had a 25 year warranty. So, I went to the company that actually did the work and said they needed to fix it and they were pulling my leg and so a few friends of mine told me to go down to the City of Strongsville and talk to them and see if I could pull their permit or bond and so on and so forth and there was no bond, there was no permit, there was nothing. I was looking for some kind of protection being a homeowner and they said to tell my attorney and he will bring that up in court and here I am for throwing a few fence posts down and I came from Cleveland and any improvements to your house was a great thing. I'm sure you need permits and so on and so forth but if I'm a homeowner that has to jump through hoops, here is a guy that had back hoes and dump trucks and he's digging up my house and I have no protection in Strongsville.

Dr. Goist – I don't know Mr. Hagen and I will refer to our Legal Department. That is, kind of, comparing apples to oranges. In this case, you're talking about a basement versus building a new deck. I'm going to ask our Law Director to comment.

Mr. Kolick - Mr. Chairman, we do require permits for that and if he gets us a name of the company, we can see if they have a permit and certainly put them on notice if they don't have permits and they're doing work within the city that they made be in violation. It's not going to remedy your problem. You're going to need to retain your private attorney to look at what rights under a guarantee you have. We can't do that but we can look at someone doing work in the city without a license and take the appropriate action that we need to do. Again, it won't remedy your problem but it might remedy the next person's problem if they try to do someone else's house. So, if you give us the name of the company and whatever information you have on them, we can at least look into it and see if they're doing work within the city without permits.

2) **CHAD HAGAN, SR, OWNER, cont'd**

Ms. Zamrzla - Mr. Chairman?

Dr. Goist – Yes?

Ms. Zamrzla – Mr. Kolick, the Building Commissioner requires, or it helps, if you have a contract with this person that you can make copies of that and submit it to us.

Mr. Hagen – Yes, so should I deliver this the next time we come out for the next hearing?

Mr. Kolick – If you could bring it up to the Building Department sometime during the week because it's not really apropos to this Board. If you could bring it up to the Service Center, the Building Department is up there and you'll get it to the right channels.

Mr. Hagen – Okay.

Dr. Goist – Any other questions, Board members? Mr. Hagen?

Mr. Hagen – No.

Dr. Goist – Your Public Hearing will be September the 9th and we will see you back then.

RULING: SET FOR PUBLIC HEARING SEPTEMBER 9, 2009

(G) PUBLIC HEARING

3) **EDNO CLUBS, OWNER/Bill Davison, Architect**

- a) Requesting an 82' Lot Width variance from Zoning Code Section 1258.08 which requires a 200' Lot Width and where a 118' Lot Width is proposed in order to construct a Multi-Tenant Building;
- b) Requesting a 20' Parking Setback variance from Zoning Code Section 1258.11 which requires a 75' Parking Setback from the centerline of Pearl Road and where a 55' Parking Setback is proposed in order to construct a Multi-Tenant Building; property located at 14868 Pearl Road PPN 393-23-002 and 393-23-003 zoned General Business and R1-75.

Dr. Goist – Now, we open our Public Hearing for the evening and our first Public Hearing is Endo Clubs, Bill Davison, Architect. If you would come forward and give us your names and addresses. There should be a separate microphone if you want to use that other mic.

Mr. Davison – Bill Davison, 26031 Center Ridge Road, Westlake, Ohio.

3) **EDNO CLUBS, OWNER/Bill Davison, Architect, Cont'd**

Mr. Racheo – Edward Racheo, 16555 Whitney Road, Strongsville, Ohio.

Dr. Goist – I think that we are very aware of what you're asking for as far as variances are concerned, which I told you that last time and I'm still maintaining that this is an extremely large variance for the size of lot but you did submit new drawings with different parking arrangements and a little bit better egress and flow around the building, which we very much appreciate. I think that some of the things that we were concerned about are not quite as big as a concern now as they were previously. I have probably been to your property ten times in the last few days and at the noon hour when everybody is eating you can get in and out of your property with ease. At four o'clock in the afternoon, you cannot get in and out of your property because all the traffic is flowing. So, where I thought it would be very difficult to get from that fifth lane – that middle lane at the time when people are eating – they are going in and getting their food and getting out of there whether it's yours or the next door or the next one to that. So, I was quite pleasantly surprised that the traffic flow is better at noon than it is at four o'clock or ten o'clock in the morning sometimes. So, my concerns have been pretty much alleviated. Do you have any other concerns that you have on your change?

Mr. Racheo – I really didn't want to lose that many parking spaces but to satisfy your concerns we did what you wanted us to do and I'm fine with that.

Dr. Goist – We appreciate that. I know you said that you didn't think that there would be semis in there and we probably could argue that all day and all night.

Mr. Racheo – Reinhart Foods sent me an email regarding what size trucks deliver to me and I can show you the email. It's up to you.

Dr. Goist – No, they're not semi's is what you're telling me.

Mr. Racheo – I can read it to you.

Mr. Davison – They're 52' as we discussed.

Dr. Goist – Okay. Small semi's.

Mr. Evans – It's not a tractor-trailer.

Dr. Goist – Right. Board members, do you have questions?

Mr. Baldin - Mr. Chairman?

Dr. Goist – Yes?

3) **EDNO CLUBS, OWNER/Bill Davison, Architect, Cont'd**

Mr. Baldin – Mr. Racheo, you did, if I recall, at the last meeting, try to talk to your neighbor north of you in securing his property, is that correct?

Mr. Racheo – I have for quite a few years now.

Mr. Baldin – Okay and that is apparently not going to work out.

Mr. Racheo – I worked on a deal with them back in 2004 for five months between the son, who is an attorney and my attorney and myself and at the last minute they backed out of the deal. Every year or year and a half I contact Mike Danchuk, who is the son who is an attorney in Columbus and he would say, “No, there is no interest”. The last time I contacted him, I believe that was earlier this year and he said, “I don’t represent these people” and hung up on me. I went into the store again more recently and met his brother, Jim and tried to see if they would try to sell and he said, “No” and then he contacted me last week, as a matter of fact, and asked me if I was interest in buying and I asked him “What’s the deal” and it was just an outrageous figure and just not feasible for me. It would be a million dollars for an acre, what he suggested.

Mr. Baldin – You’re planning the four pieces there and you’re going to take one out of the four?

Mr. Davison – It may not be four units.

Mr. Baldin – It all depends. Right now, all you have going in there is the Subway.

Mr. Racheo – Actually, there are a couple of businesses that are interested. Town Money Saver, Mr. Galor, he is interested in approximately 2,000 square feet and also Dance Delights Sound and Lighting, Mr. Farrone, he is interested in approximately 1,000 square feet.

Mr. Baldin – Good, I’m glad to hear that because in my calculations in taking a very observation up and down Pearl Road, we are looking at about 20 vacant properties. I hope you realize that. You’re trying to put up two, three or four units and I just hope and wish you good luck. That’s all I have to say.

Mr. Racheo – I appreciate that, thank you.

Mr. Evans - Mr. Chairman?

Dr. Goist – Yes?

3) **EDNO CLUBS, OWNER/Bill Davison, Architect, Cont'd**

Mr. Evans – I think as we have talked in caucus and deliberated about this, Mr. Chairman, you have made the observation that this is a significant variance when you're talking about an 82' variance for the width of the property but I think in deference to that, I think our applicant a) has certainly done the work on the traffic pattern but I think b) in addition, one of the things that we're always concerned about is the number of curb cuts and the way that he has designed this with the curb cut where it is so that if that property to the north ever became available could be joined into this and made a part of this project, that I think the applicant has done his work in terms of trying to modify the plans so that it works as well as it possibly can. Given the fact that we have these problems with setbacks because this is nothing more than the setbacks that already exists for other businesses, at this point I think that we have done as much as we can to try and modify the project to meet current Code and certainly the width of the property is something that while we would like to change it, we can't dictate people selling the property for an outrageous price. So, I think the applicant has done the types of things that we have suggested in terms of modification and I just want to express my appreciation for his working on doing it that way.

Mr. Racheo – You're welcome, thank you.

Dr. Goist – Thank you, Mr. Evans. Mr. Bohac?

Mr. Bohac – I echo his sentiments.

Dr. Goist – Gentlemen, this is a Public Hearing so I am going to ask if there is anybody who would like to speak for this project? Is there anybody who would like to speak against this project? Seeing none and hearing none –

Mr. Baldin – Wait, there are a lot of hands up.

Dr. Goist – You did not get sworn in, am I correct?

Mr. Ferris – I was sworn in.

Dr. Goist – Name and address please.

Mr. Ferris – My name is Ferris. I live at 14827 Stone Creek Oval and I just wanted to check to see how this development would impact our street because it is right behind this proposal and I haven't really seen what it looks like as far as the –

Mr. Allen - Mr. Chairman?

Dr. Goist – Yes?

3) **EDNO CLUBS, OWNER/Bill Davison, Architect, Cont'd**

Mr. Allen – For the applicant, the way that the zoning is set up – (Mr. Ferris then came up to view the plan.)

Mr. Kolick – Anybody else who wants to see the plan can come up and see it.

Mr. Evans - Mr. Chairman, I think it might be appropriate to indicate to those individuals that are here that the way that the plan is laid out, at the rear of this property, there is property that is zoned Residential. So, the development of the property would still be 75', Mr. Allen?

Mr. Allen – Three hundred and sixty feet.

Mr. Evans – Three hundred and sixty feet away from the residential areas behind it. So, there is a rather large buffer that will continue to exist there and cannot be developed. So, unfortunately for the applicant that property can't be developed but for those people who back up to the property it certainly is a good situation that they will have that kind of buffer there.

Mr. Kolick - Mr. Chairman, so that they understand, the only thing that they can put into that buffer area would be a retention basin. They can't put any parking, they can't put any buildings, they can't put any commercial uses in there other than the retention basin.

Ms. Moore - May I ask what kind of -

Dr. Goist – Would you give us your name and address please?

Ms. Moore – Sure, my name is Robin Moore and I live at 14811 Stone Creek Oval. We are neighbors. I guess what I'm asking is what kind of businesses are going to be put in here because, for an example, Saturday nights we can hear loud music and I think it's coming from Panini's way and its just, kind of, inconvenient and we're just wondering what kind of businesses are going to be there.

Mr. Kolick – The applicant can come up and respond to her question.

Mr. Racheo – It's basically retail business, one of which is Subway and there are two other tenants that are interested also in this space.

Mr. Bohac – What time do you close down on a Friday or Saturday night?

Mr. Racheo – Ten o'clock.

3) **EDNO CLUBS, OWNER/Bill Davison, Architect, Cont'd**

Mr. Kolick - Mr. Chairman, they need to return to Planning Commission and they need to bring us in a lot consolidation as well and they need to get the Conditional Use Permit application moving if they haven't done it and see the lighting consultant and you can do all that so that you can be ready to proceed at Planning Commission. Thank you.

Mr. Racheo – Okay.

Dr. Goist – Thank you.

RULING: VARIANCE APPROVED

4) **DR. KAST, OWNER**

- a) Requesting a variance from Zoning Code Section 1260.09 (c) (2) which permits one Ground Sign and where 2 Ground Signs are proposed;
- b) Requesting a 10' Setback variance from Zoning Code Section 1260.09 (c) (2) which requires a 25' Setback and where a 15' Setback is proposed in order to install a Ground Sign;
- c) Requesting a 24 SF Face Area variance from Zoning Code Section 1260.09 (c) (2) which permits a 36 SF Face Area and where a 60 SF Face Area is proposed in order to install a Ground Sign; property located at 16580 Pearl Road PPN 393-34-019 Zoned PDA-2.

Dr. Goist – Our next Public Hearing is Dr. Kast. Again, Dr. Kast if you would go over your request for your variance and tell us – you did not submit any new drawings. You had said that you might submit new drawings, which you did not and you have decided to stay with the same request that you originally asked for.

Dr. Kast – Yes.

Dr. Goist – No changes there. So, you're asking for the two ground signs and I know we have talked to you but you did talk to the people with Echo Lake?

Dr. Kast – Yes, on several occasions within the past week, very briefly. Basically, via email.

Dr. Goist – You're still asking for the same 15' setback?

Dr. Kast – That's correct.

4) **DR. KAST, OWNER, Cont'd**

Dr. Goist – All the things are exactly the same. Same square footage on the sign?

Dr. Kast – Yes.

Dr. Goist – You have decided to keep the brick?

Dr. Kast – Yes and I have an explanation regarding that.

Dr. Goist – Go ahead.

Dr. Kast – Last week I came in for one variance and left with three. Today I have come prepared for three variances and I hope to leave with you deciding on two. If we look at the variance letter c) on the agenda it discusses face area. I spent some time driving around Strongsville looking at signs and measuring signs and reading the Code Ordinance and looked for the definition of the size of the face and on Tuesday evening I came across Code 1272.10, which is part of the signage chapter, second paragraph, letter “a” and it reads, “The maximum sign face area permitted for a building use shall include all surfaces of a single face sign or signs and one surface of a double faced sign. The area of a sign shall be measured as the minimum area, which can be enclosed by a square rectangle or triangle or any combination thereof the size which may contact with the extreme points or edges of the sign or signs, excluding the support structure if the structure does not form a part of the advertising portion of the sign.” Seeing that the brick portion is not part of the advertising of the sign and is actually a supporting structure, I believe that this sign would not require a variance according to the Code.

Dr. Goist – Okay, I know that our Law Director is looking up the Code right now that you quoted and one of the things that you had asked for was a 60 square foot face area and Code does say that you are allowed a 36 square foot face area.

Dr. Kast – I guess I’m not speaking clearly regarding that. The face area of the sign is actually less than 36 square feet. It’s approximately 32 square feet. The brick structure is the supporting structure of the sign.

Dr. Goist – Okay, so you’re saying that the sign itself is 32 square feet.

Dr. Kast – Yes, so that follows within the Code.

Dr. Goist – Okay.

Mr. Allen – What was that section again?

Dr. Kast – 1272.10. 1272 is the entire chapter on signs.

4) **DR. KAST, OWNER, Cont'd**

Mr. Kolick – You can continue while I look that up.

Dr. Goist – Board members, do you have questions for Dr. Kast?

Mr. Baldin - Mr. Chairman, the thing that we had talked about at the last meeting was that you were going to talk to the Echo Lake people. You said that you have been trying to contact them and you have talked to them. Have you come to any agreement with these people? I notice that there are some representatives here in the audience.

Dr. Kast – Not to date but there has been difficulty coming to resolution with regard to moving that other sign and I think the road widening has complicated the issue.

Mr. Baldin – I have a hard time seeing two signs back to back. I know you need some promotion; there is no doubt about it. You need to get those buildings filled in and I bear with you but I have a problem seeing those signs back to back. Let's hope the Echo Lake people will be understanding and do something.

Dr. Kast – Sure. I also have support. I had the Assistant Fire Marshall out. I have a letter that I would like to place on the record and I could read it to you. "The Strongsville Fire Department is in agreement with your call for a business name and address number sign posted out front that would clearly identify your building and it's assigned Pearl Road address. When this building was constructed it was not able to have a drive onto Pearl Road for various reasons so it's only access was from Echo Drive. This can create confusion for emergency services when responding to a call at your location as we are first looking for an address number clearly posted along with an access drive, which is usually from it's assigned road. We currently have neither from this location. The need exists for signage, which clearly shows the buildings address number along with the current tenants and allowance for future tenants names, which would be readily seen from and identified to it's Pearl Road site." It's signed by Mr. Randy French.

Mr. Baldin – Thank you.

Dr. Goist - Mr. Evans, any questions?

Mr. Evans – Dr. Kast, I think one of the things that we would probably want to do early on while Mr. Kolick is looking at the Code in reference to your earlier comments is to address the issue of the Echo Lake sign and I'm guessing that we would probably need to do that through the representatives that are here from Echo Lake tonight. So, outside of the Public Hearing, Mr. Chairman, I believe we could probably have them come to the podium to try to find out whether or not they have any type of information to render about the movement of the sign or additional sign or whatever if that would be appropriate.

4) **DR. KAST, OWNER, Cont'd**

Dr. Goist – Dr. Kast, if you don't mind, we'll ask if they have a representative and we'll see. I know that one of the things that we as a Board, and that also the Engineering Department has really said to us, is that they are in favor of having that sign in the median if they can. So, let's ask the Echo Lake people if they will come forward. Is there someone here from Echo Lake? Would you like to come forward and give us your name and address first, please?

Mr. Rakowski – Tom Rakowski, 19929 Echo Drive. I'm the president of the association.

Mr. Maloney – Scott Maloney, 19532 Stoughton Drive. I am the treasurer of the association.

Dr. Goist – Okay. Can you gentlemen tell us what your thoughts are on this sign and the moving of the sign?

Mr. Maloney – Sure, I was appointed by the Board about 18 months ago to represent the Board in conversations with Dr. Kast. As he has indicated, we have had ongoing dialogue over that time, in fact this even goes back a good four to five years that this has been brought up from time to time where he has decided that he wants to get back into figuring out how to have signage for his building. As he mentioned, unfortunately, what has complicated this is the Pearl Road widening project. Frankly, had that not been something that is going on right now, we probably would have had this all figured out because over the last year in particular, we decided that it would make sense to move our sign into the island. We are prepared to do that. Unfortunately though, we have been advised even by your own City Engineer that it doesn't make a whole lot of sense to do that while that project is going on because our island is actually a major part of that project. They are going to be tearing up that island and running some utilities and other things through there and they said they will tear that sign apart if we move it before the completion of the project. We communicated that and Dr. Kast was at a meeting where that was all stated so our position was therefore, we don't really want to move that sign until the completion and that could be 18 months to two years from now. So, our suggestion was that he erect a temporary sign because there is enough footage either along Pearl or potentially even over on Echo Drive so that he would have signage for the building if he feels that it's truly that urgent of an issue and then he could take that down when we move our sign and place his sign in its final permanent location. We really have issues with his current proposal. We feel it would be unsightly to have two signs directly adjacent to each other in the ground and what he is proposing in his design doesn't really mesh well with what we have there right now. So, we told him all along that we're against that and that is the position that we're taking at this point. So, we respectfully ask you to take that into consideration as you evaluate his request.

Dr. Goist – I think the one thing, Scott, and I think what this Board wants to hear, is that when the widening is completed, then you are willing to move that sign to the median, first of all. That is one issue. Secondly, I realize that you have the sign there now but Dr. Kast wants a sign and we want to try to accommodate both situations but we need to know that when the widening is done that you will agree to put your sign in the median and then we

4) **DR. KAST, OWNER, Cont'd**

Dr. Goist continues - need to work out with Dr. Kast how we're going to do it. We may have to have two signs there for a while and I understand you not wanting them but people know where Echo Lake is but they do not know where Dr. Kast is right now because it's a building that he has not been in very long and I understand that because I am a dentist also. A lot of our business is by referral that people know and we give them directions on how to get there. So, I'm making a case against the sign at the same time but you do like to have your presence out in front and I do empathize with that.

Mr. Rakowski - Mr. Chairman, to address your point, Dr. Kast has occupied that building in the neighborhood of three years and I know he had issues with the construction of the project because he came to us about four years ago when he was starting the project and we talked about a sign before he ever broke ground. Certainly when Echo Lake was developed, that piece of property was given an easement to the homeowner's association for signage by Sunrise Land Company and we still have that as of today. We are certainly and have been willing to work with him to this outcome. It was probably poor planning on Sunrise Land Company's part, and maybe also in the City's view of what potentially would develop there with that parcel and everything, that they should have directed Sunrise to put the sign elsewhere way back in 1989. However, I guess to your comment about people not finding these, he has been there for three years and I see quite a few cars in the parking lot. It's not that difficult to say we are on the northwest corner of Echo and Pearl.

Dr. Goist – Tom, I understand what you just said but you also know and Dr. Kast knows very well that there are other vacant spaces in that building and the one thing that he would like to have are tenants and he would like to have signage for those tenants, which goes along with this whole project.

Mr. Rakowski – I understand that and we would certainly love to see his other suites occupied because just like Mr. Baldin said to the other parties here before as we drive down Pearl Road and many other main arteries, there are quite a few empty buildings in this town and we would like to see all of those occupied and certainly we would like to see Dr. Kast's property occupied as well. As I said, we have worked over the course of this time because he had come to us and we had gotten so far and we didn't hear back from him for some period of time and then we started negotiations again and then we made further progress and frankly, as Scott had stated earlier, we were about this far apart (indicating) until we got all this information about the extent of the Pearl Road widening and the timing of that and then at that point the City officials told us it makes no sense to move that sign now.

Mr. Evans - Mr. Chairman?

Dr. Goist – Yes?

4) **DR. KAST, OWNER, Cont'd**

Mr. Evans - Mr. Chairman and gentlemen, as a homeowner's association trustee here in Strongsville, I can tell you that what is going to happen to your homeowner's association as a result of the Pearl Road widening, it is going to be significant inconvenience far and beyond anything that you can ever imagine and the fact that the sign is out there and going to be a part of it and everything else is probably going to be the least of the problems that you are going to have to deal with. As a Board, I think that what we have traditionally tried to do is accommodate everybody and in this case you have an existing sign and being advised that the changes that are going to take place would render moving that sign or constructing another one at this time would be a futile attempt and would eventually be taken out. I think probably what this Board would like to do is see Echo Lake take the position that whatever interim period is necessary that two signs could coexist there, one that would remain permanent in the way that it was put in and yours that would be permanent until such time as the median is fixed in the Echo Lake entrance there and you would be willing to tell us that you're going to move that sign at the appropriate time and that you could deal with the existence of the two for the time being. I think that this Board has tried to follow the lead of the Mayor of this town in making sure that businesses are properly and appropriately signed and given what they need to be successful and I think that at this point that it doesn't cost you as an association anything to leave the sign where it is now and what we're, sort of, doing is asking for you to be gracious in saying that you would allow the coexistence of the two signs so that we can get one in there for the building knowing that eventually when the Pearl Road widening is finished that we would be moving that sign or constructing a new one, which I think is probably the way that you're going to go at that time but to get that as a deal so that we can accommodate both parties in making this happen this evening.

Mr. Maloney – All of that is well understood. What we will do is we will go back and – as I stated we have gotten in the last year to the point where we decided it makes sense to move our sign to the island. If in consideration of everything it's going to turn out that the signs will be adjacent to each other, we will end up potentially having to live with that as well. What we will do is go back and negotiate because one of the things that came up, all the way when he bought this property and knew the easement was there, is that up until that point, the sign was fine where it was. So, for us to have to incur expense to move it to a new location to help meet the need that he has, we still have a little bit more conversation to have before we'll reach an agreement but I think we're real close. We will try to get that done.

Mr. Evans – As a part of the widening project Mr. Kolick, what happens with signage that is along Pearl Road that sits in the construction zone?

Mr. Maloney – If I may, we have already confirmed that our sign is not affected by that.

Mr. Kolick – Their sign is outside of the –

Mr. Allen - Mr. Chairman?

4) **DR. KAST, OWNER, Cont'd**

Mr. Maloney – We thought of that. We thought we could move it as part of that project and not incur costs and unfortunately that wasn't the case.

Mr. Allen – This sign will not be impacted by construction. However, if there are signs that are affected by the construction, they will be taken down and left where they are and not be put back up.

Dr. Goist – Did you understand that?

Mr. Maloney – They will or will not?

Mr. Allen – If your sign was being impacted, the state would pay you money, take your sign down and that's the end of it.

Mr. Maloney – Right, we knew that and we were, kind of, hoping that would have been the case because that would also helped resolve this.

Dr. Goist – How many homeowners do you have in the Echo Lake area?

Mr. Rakowski – There are 455 living units. There are 155 single-family units and 90 some in cluster townhomes and then 208 apartment units. That encompasses all.

Dr. Goist – Okay, I'm trying to do the math. If that sign costs \$1,000.00 and it costs \$1,000.00 to move it - because that sign is not a very expensive sign in my estimation. I was out there the other day. If it costs \$2,000.00 and there are 455 homeowners, what is the cost to each homeowner because I don't want you to sit here and say you're incurring a great cost because I can do the math and you have a \$2,000.00 project and you have 455 people. Is that going to be a hardship?

Mr. Rakowski – With all due respect Mr. Chairman, I don't know where you're going to find a sign for \$1,000.00.

Dr. Goist – I might be wrong. I'm saying the sign that is there.

Mr. Rakowski – Or \$1,000.00 in labor to move it at today's costs. We have gotten some estimates and we're looking at more in the range of \$10,000.00 to \$12,000.00.

Dr. Goist – For that same size sign?

Mr. Rakowski – Yes.

Mr. Maloney – We can't use that same sign. The problem is that sign serves it's purpose well where it is but when you go to put it in the island you've got issues with appearance -

4) **DR. KAST, OWNER, Cont'd**

Mr. Rakowski - and line of sight issues when it's in the median with traffic and everything else. We have been looking at all of this for several years and we have talked to everyone at the City and contractors and everybody else.

Mr. Maloney – Part of the cost just so you understand is that running power and water out to that island, which we haven't had in the past, is a significant part of costs that we're going to incur and we're going to get benefit from the widening project because we worked with the Engineer to collaborate to say, Hey, if we take it back on what the contractors are doing can we get that cost down. So, we're trying to do everything we can to get to an agreeable outcome here but there are those added costs.

Dr. Goist – So, you're actually saying that you're going to add water that you don't have now –

Mr. Maloney – We do have water now.

Mr. Evans – Not in the island but they have – they have plants at the sign that will need watered.

Dr. Goist – Right. You have water and electric in the easement that you have now. I also was there the other day and I would have to say to you that that easement is not really being maintained.

Mr. Maloney – We're aware of that.

Dr. Goist – It was very shabby.

Mr. Maloney – We're aware of that.

Dr. Goist – Here we are with somebody who is asking for a sign to make it look nice, we have a sign that is there that is not very attractive –

Mr. Maloney – Well, that is not germane to the topic.

Dr. Goist – It's germane to us giving a variance. Your sign is your sign.

Mr. Maloney – What you're suggesting is that you punish us because we haven't maintained our property.

Dr. Goist – No, not at all. I'm just saying to you that that sign – I'm just making a statement – is not very well maintained.

Mr. Rakowski – In what regard, Mr. Chairman?

4) **DR. KAST, OWNER, Cont'd**

Dr. Goist – The landscaping and the weeds.

Mr. Rakowski – There are no weeds. That is ground cover.

Dr. Goist – There are weeds. I was there. It is not well maintained in my opinion.

Mr. Maloney – Like I said, we are aware of that and we have been talking with our landscaper to try to get some of that resolved.

Dr. Goist – Okay. Mr. Kolick, did you have some insight for us?

Mr. Kolick – I guess, Mr. Chairman, obviously it's a preference of the City for the association to work with Dr. Kast to come to some resolution. As a Board, we don't have the right to mandate that the homeowner's association move the sign. They have an easement, they have a permit, they have the right to leave up that sign. As a Board, we don't have the right to tell them even in two years that they have to remove the sign. We can't do that. That is outside of our authority. Now, if they agree with Dr. Kast and reach some accommodation as to what is going to happen with their sign and they voluntarily agree to do so, then fine. Just so the Board understands what we can do and what we can't do. We can't condition a grant of a variance to Dr. Kast that the homeowner's association move the sign within two years because they have the right to maintain the sign. They have an easement over it. The easement predated, I think, even their agreement with Dr. Kast to leave their homeowner's association sign on that spot. So, the only way that this can be done is if the parties themselves agree how to do it. Obviously, there are dollars involved with whether they are \$1,000.00 or \$10,000.00 with moving the sign, that is something that we can't dictate as a City that the homeowner's association needs to work out with Dr. Kast but that leaves us with the position tonight that that hasn't been worked out. You certainly can't approve this with the homeowner's association sign to come down in two years. We can't dictate that.

Dr. Goist – Is it your recommendation that we table this until the two parties can come back to us?

Mr. Kolick – I think it makes the most sense for the two parties to work out whatever they need to work out and then you could act on it and if you would do it with the approval of both parties, that is okay. If there is an agreement between the two parties that that sign is going to get moved in two years and they agree to do that and you as a Board are willing to see it sit there for two years with that sign then being moved when the right-of-way comes out, then you would have the authority to do that but you need the agreement of the homeowner's association to do that. You certainly can't impose that upon them because they aren't asking us for anything. They aren't asking us for any variances, they aren't asking us to move the sign, they have a permit and a right to leave that sign where it's at. So, it would seem to me to make the most sense to have them try to work out those details and then come back to us before you could act on this.

4) **DR. KAST, OWNER, Cont'd**

Dr. Goist – So, at this point, again, with your suggestion and recommendation, we ask Dr. Kast to table this until they have further discussion.

Mr. Kolick – I believe that would be the proper way to go. If not, you need to act on it but if you act on it, like I said, you can't make it contingent upon the homeowner's association at any time moving their sign.

Mr. Evans – Mr. Chairman, it is a Public Hearing and I would recommend that we perhaps deal with the Public Hearing part in the event that there is someone in the audience. Mr. Kolick still owes us an answer on the square footage of the face of the sign. Am I to understand that if the parties would agree that within a certain period of time, following the widening, when the engineer certifies that whatever has been done to the island, that within a period of time the association would agree to relinquish it's ability to have the sign where it is now and move it to the island that that would be what we would need in order to act on it?

Mr. Kolick – That would be what we would need and taking it one step further, if that wasn't done we need to know what the consequences are so if the homeowner's association sign isn't moved within the two year period, does that mean Dr. Kast's sign then comes down or what does it mean. We need to set those parameters. They need to set the parameters between themselves as to what would occur. It would be appropriate to get something in writing between the two of them so that there is some agreement reached because to act on it here you'll never have an agreement reached because there will be no reason from either one of them to do anything differently and the two signs would sit there forever, which I wouldn't think this Board is looking at.

Dr. Goist – Correct. Since this is a Public Hearing, I'm going to ask if there is anybody else in the room that would like to speak for the variance. Is there anyone who wants to speak against this variance? Dr. Kast, if you would –

Mr. Maloney – Based on everything I've heard it sounds like there is a bias towards having two signs adjacent for a period of time so assuming that we can go back to our Board and we can get an agreement that we can live with that, what I'm hearing is that if we ultimately execute a written agreement with Dr. Kast – I think it should be a written agreement to specify exactly what will occur, when we'll move our sign and all the other issues that will go with that. He would have that in hand so that this Board would feel comfortable ultimately voting on what he is applying for.

Dr. Goist – I would agree with all the statements that you just made.

4) **DR. KAST, OWNER, Cont'd**

Mr. Evans – Mr. Chairman, the only thing would be the bias toward the two signs. I think this Board is looking at a temporary situation and recognizing that the Pearl Road widening project has been 20 years in the making and that we understand that it is coming to fruition and I think that this is a temporary situation that we're trying to make accommodations for both parties.

Mr. Kolick - Mr. Chairman, one other comment too. There is another issue here, and it may not be an issue at all but it needs to at least be looked at, is the island as I understand is all right-of-way. I don't think there is common property on that island.

Mr. Maloney – That is correct. We can confirm that we don't have ownership of that.

Mr. Kolick – They need to talk with our Engineering Department and our Administration and make sure the City is going to be in a position to give them a – I'm not suggesting they aren't but we need to get some assurances that the City is willing to give them a license agreement to put that signage in the City right-of-way.

Mr. Maloney – I did confirm that with Mr. Mikula.

Mr. Kolick – There are requirements in order to do that. You have to keep that sign insured and as long as you're aware of that and we should get the Administration to sign off and I'm not saying they wouldn't. All those issues need to be put to bed. I suggest before we do this because it doesn't do us any good to do this just for our Engineer to say, The sign is going to block the sight line and they can't put the sign here in this area. So, those issues should be worked out.

Mr. Allen - Mr. Chairman, I spoke with the Mayor and he is favorable for the sign to move to the island.

Dr. Goist – Okay, thank you Mr. Allen.

Mr. Baldin - Mr. Chairman, I would like to make a comment please.

Dr. Goist – Yes, Mr. Baldin?

Mr. Baldin – Dr. Kast, something was brought up here earlier about maybe a temporary sign somewhere else on the property. Would you be willing to do something like that until all this is resolved? You don't want to be hanging loose or being stuck to the point that you have to put the sign up right now and it's going to be two signs back to back, which probably won't look too attractive and they may not even see your sign. There are some nice flowers, a ground cover there now and blah, blah, blah. What if you put a temporary sign and once you guys get your problem resolved so you're all on the same page. What is your thought on something like that?

4) **DR. KAST, OWNER, Cont'd**

Dr. Kast – As far as the location of the sign or a temporary sign, what comes into the factor is the visibility of the sign and if - the only way that each sign can be seen from both northbound traffic and southbound traffic would be adjacent to Echo Lakes sign. We talked in regards to two other locations closer to the creek, separation of about 30' or so between signs. We have talked about moving it over the creek and in each of those locations there become obstructions to the signage, especially at a 25' setback as opposed to a 15' setback. So, I have pictures from the north, pictures from the south of each of the three locations and the area that would most clearly represent both Echo Lake and my building would be to have the signs adjacent to one another.

Mr. Baldin – That is the permanent thing. We're talking about something maybe temporarily until you guys get it resolved.

Dr. Kast – Likewise, temporarily that would be the best location to have a temporary and it could be defined as a temporary sign. I could do the facing part of the sign and then save, I suppose, the brick portion for later or for the time once Echo Lake and ourselves come to a –

Mr. Baldin – You are going to be looking at some additional expense. We don't want you to go out and make something very elaborate. Something that is readable and can be seen and let's people know that you have some empty space.

Dr. Kast – Mr. Kolick brought up the concept that obviously if there is a temporary situation or a temporary variance of some sort, it makes it difficult for me to have the expense of a permanent sign that could eventually come down. So, if we're talking in terms of a temporary variance I think I have to be thinking in terms of a temporary sign. Obviously there is the expense of a temporary sign in addition to a permanent sign but there could be a way to make the temporary sign a convertible to a permanent sign. So, if the issue is tabled for us to have the discussions and make a decision, I would request the opportunity to place a temporary sign and I would request the opportunity to have that temporary sign placed as we have presented it.

Dr. Goist - Mr. Kolick, I don't think that quite made the same sense as what you were talking about.

Mr. Kolick – No, I think they were talking about if you were considering a temporary sign at another location for the two year period. I think they were thinking if there is another area on the lot to put it so that you wouldn't have a back to back sign but something of a temporary nature, if that was considered, but the only way that would work would be in another location. I'm sure the City wouldn't want to see a quote/unquote temporary sign right behind the homeowner's association sign. If we're going to see that then we might as well see the final sign put there because it would look better than any temporary signage would be. If you're talking about a temporary sign maybe in another location maybe you can get a variance for 15' or something from the right-of-way if it's not blocking anything on the other

4) **DR. KAST, OWNER, Cont'd**

Mr. Kolick continues - side of the creek. I'm just throwing out ideas if it would work and would be aesthetically better.

Dr. Kast – I have pictures for you of a 15' setback on the location on the same side of the creek. I have drawings of a 15' setback on the other side of the creek and, like I said, the problem that it poses as far as a temporary sign is there becomes an obstruction. So, for traffic coming from the south from Brunswick, which is probably half of my practice, they wouldn't be able to see a sign with a setback of 15' anywhere north of Echo Lake sign. The top picture is a picture of northbound traffic. If the sign had a 15' setback you would have some interference from the berm that is created by the Pearl Echo Plaza but the main problem is from traffic coming from the south. Echo Lake's sign combined with their landscaping would obstruct the sign completely, which still leaves the problems with regard to an emergency situation. In a 25' setback, which I also have, makes those issues worse. I can also present a picture of the sign that would be a 15' setback, which has the sign adjacent. You can see it both directions. I don't think it looks unsightly. In my opinion as the property owner, if there are going to be multiple signs on the property, I would much rather have them consolidated in one area rather than spread throughout the parcel. It becomes choppy. I guess we have a difference of opinion as to how we view the location of the sign.

Mr. Baldin – I think you made your point with the pictures. I don't know.

Dr. Goist – See this last one, Mr. Baldin. That last one with the 15' setback, is there any chance that could be impacted with the widening of Pearl Road? Mr. Allen?

Mr. Allen – No.

Dr. Goist – Okay. Well, I think at this point what we need to do is ask you to request to table this and work it out with the association and then come back to us and our secretary will get you back on our agenda as soon as you are ready. I've asked for those in favor and those against and there is no one else in the audience so at this point if you would request tabling this we will go ahead and table it and get you back on the agenda just as quickly as your two sides can get together.

Dr. Kast – Okay. With the concept that there is no room to have a temporary sign, I would request that we table this.

Dr. Goist – Okay. Thank you.

Mr. Rakowski - Mr. Chairman?

Dr. Goist – Yes?

4) **DR. KAST, OWNER, Cont'd**

Mr. Rakowski – Before we close I have two comments or a comment and a question. First is the question and I will direct it to Mr. Allen. Possibly you have the best knowledge. Mr. Evans raised an interesting point when he stated that the Pearl Road widening project has been twenty years in the making and everything that we're hearing is approximately two years to completion, give or take a few. Is that pretty realistic?

Mr. Allen – Yes sir, absolutely. We're meeting with consultants to control the project, in fact we've met with five consultants and probably within the week we will be picking a consultant to manage the project. We already have ODOT approval. The monies are there and we're ready to go. The utilities will probably start being moved within 30 days, the poles and so forth.

Mr. Kolick - Mr. Chairman, I'm sure whatever variance is granted can be conditioned – not necessarily on a two year period but that period that is necessary to complete the construction in this particular area. Frankly, it may be a year and a half before they do that particular area. We're looking at a two year period to do the whole stretch going down from Shurmer just past Drake. It may be a year and a half. So, whatever agreement that you reach, I suggest you put it into that language when the construction gets completed in that area where Echo Lake is then the sign would get moved from this property over to here. You people need to determine the basis that the sign gets moved and costs and consequences and all that and as long as you reach that conclusion then I think we would be in a position to act.

Mr. Rakowski – That is what I was trying to get at because obviously construction times vary and as you say it goes in segments and such so that when we use hard and fast dates –

Mr. Kolick – We won't use a two year period. We would use a period of time that is necessary for the City right-of-way that's going to be a fixed period that our Engineering Department can certainly tell you that the road work is done in this particular area whenever that would be. If it's 15 months or 18 months or if it's 26 months or 28 months that is the way that we would do it.

Dr. Goist – Mr. Allen has a comment.

Mr. Allen - Mr. Chairman, absolutely. Depending on the sequence of construction in the coordinating with the utilities, that is the key to this whole project, and how quickly the utilities can get their things moved. The Mayor is going to do everything that they can to expedite the project to get it done within two years. In the same respect, the right-of-way is turned over to the contractor so we would coordinate with the contractor that it would be okay to put the sign in.

Mr. Baldin – I would think, Dr. Kast, if we gave you an approval this evening, in 21 days you could start erecting the sign and I'm sure you don't want to wait too long to put a sign up whether it's permanent or temporary. Wouldn't we rather, on a 15' easement, put something

4) **DR. KAST, OWNER, Cont'd**

Mr. Baldin continues - temporarily that is not too costly so you have that advertising instead of maybe dragging this out further. Maybe you guys can't make an agreement in the next week or two. Maybe it's a month before you guys get together and then you'll have another 20 day waiting period.

Dr. Kast – I agree with regard to that. There are some issues between Echo Lake and ourselves regarding the verbiage of the easement and the interpretation of taxation on the easement. To date, I have not enforced the easement agreement with regards to taxes. So, there are influential factors there that my hope would be that we would come to some sort of an agreement. I am in a position where I am at the mercy of the expediency of Echo Lake, which is difficult. They have been helpful but it's been difficult to get a final resolution.

Mr. Baldin – So, this could drag on. That is what I'm saying. Maybe you could get a temporary sign made for \$500.00 so you have some promotion. This is what I'm driving at. Your viewpoint is of a business man and you're trying to get something done here. We all know that the Echo Lake sign is larger than what it should be. That is all I have to say.

Mr. Kolick - Mr. Chairman, for the association, do you feel that this is something that is doable by our next meeting, to have accomplished by our next meeting on September 9?

Mr. Maloney – Maybe. We are so far along on all of this.

Mr. Kolick – I keep hearing that you're close. I would hope that that little bit of distance could be covered before the 8th. We could certainly put you on the agenda. If it takes one more meeting or something I think that is reasonable to ask but I think after that we will need to act on the variance one way or the other. We're trying to open up an opportunity to get it resolved but on the other side we can't wait forever for it either in fairness to the applicant.

Mr. Maloney – We can do our best.

Mr. Kolick – Okay, why don't we put you on the agenda for September 9 and for some reason that meeting doesn't work, I would say certainly by the next meeting on September 23. At that point, we would have to take some action one way or the other in fairness to Dr. Kast. So, see if you can work out your matter. The other item I have is on the square footage. Dr. Kast is correct in that the signage Code goes to – there is a dichotomy here. For setback purposes and for height purposes you consider the structural members. For the letter purposes, you don't consider the structural members. So, we'll see how just the square formed around the writing itself compares to the number in the code and we'll have the right number, presuming that size signage, for the next meeting, if that's going to require a variance or not. So, that is the difference. For some purposes the structural members are included, some they are not and for purposes of measuring the square footage on this particular sign they don't include it.

4) **DR. KAST, OWNER, Cont'd**

Dr. Kast – So, as I understand it, prior to the meeting there will be definition as to whether I'll be presenting two variances versus three variances. Who would my contact be during that time?

Mr. Kolick – Our secretary, Kathy.

Dr. Kast – Okay.

Dr. Goist – Mr. Bohac has a comment.

Mr. Bohac – I just have one comment. I think it sounds like you guys have been talking for years and years and all of a sudden tonight really came together and it looks like something could possibly we worked in the near future. So, hopefully this meeting helped that resolution come to fruition. Thank you.

Dr. Goist – This has been tabled then until September the 9th. Thank you gentlemen.

RULING: TABLED UNTIL SEPTEMBER 9, 2009

(H) **ANY OTHER BUSINESS TO COME BEFORE THE BOARD**

5) **DOLLAR TREE, TENANT/WALD & FISHER, OWNERS/
Boyer Signs, Agent**

- a) Requesting a 99 SF Sign Face Area variance from Zoning Code Section 1272.11, which allows a 129 SF Sign Face Area and where a 228 SF Sign Face Area is proposed in order to install a Wall Sign;
- b) Requesting a 4' 3" Sign Height variance from Zoning Code Section 1272.12 (h), which allows a 5' Sign Height and where a 9' 3" Sign Height is proposed in order to install a Wall Sign; property located at 18200 Royalton Road PPN 396-11-001 zoned General Business.

Dr. Goist - Our last order of business is Dollar Tree. Are we reopening the Public Hearing, Mr. Kolick?

Mr. Kolick – No, we had the Public Hearing. I don't think we continued the Public Hearing.

Mr. Baldin – There is nobody here.

Mr. Kolick – However you want to do it. There is no one else in the audience other than the applicant.

5) **DOLLAR TREE, TENANT/WALD & FISHER, OWNERS/
Boyer Signs, Agent, Cont'd**

Dr. Goist – To the applicant, what we're asking is we have all seen your sign. We all know what your sign size is now and what is it that you're asking for and where do you want to go from here?

Ms. Kanizsai – Anna Kanizsai, 11641 Weston Point, Strongsville and I am the District Manager representing Dollar Tree. Basically, what we're asking for today is the current sign is 30" lettering and we're basically asking for 36" lettering and have the sign be exactly the way it is.

Dr. Goist – So, you want it six more inches and you're going to keep the separation the same?

Ms. Kanizsai – Yes.

Dr. Goist – Okay.

Ms. Kanizsai – That is going down from our original 48" lettering.

Mr. Kolick - Mr. Chairman, for the applicant then, we need to use the correct numbers. If it did go to six more inches for all the lettering, what would the total height for the sign be from the bottom of the lower line to the top of the higher line in inches so if we act on that, we must use the right numbers.

Mr. Milburn – I'm Rob Milburn with Boyer Sign, 21611 Tungsten Road in Euclid. I have a typical drawing here that I will give you also. For the 36" letters it's 6' 11 ¼" from the bottom of the "T" to the top of the "D" and that's with 36" letters. The total square footage comes to 127.62.

Mr. Baldin – Do you have one for all of us or just that one.

Mr. Milburn – I only brought that one.

Mr. Evans – That's all he needs.

Dr. Goist – That square foot sign face area then is allowed.

Mr. Allen – One hundred twenty-seven point six two square feet is what you have on here. That is correct.

Dr. Goist – So, they are allowed 129 square feet so they don't need (a), am I correct?

5) **DOLLAR TREE, TENANT/WALD & FISHER, OWNERS/
Boyer Signs, Agent, Cont'd**

Mr. Kolick – If the new square foot area is 127.62 then according to the agenda they are allowed 129 and they wouldn't need a) at all. Basically, b) would be a 7' sign – I think he said 6' 11 some inches. I think we can make it 7' total. We're not going to get down to 3/4". Make it 7'. We allow 5' so he needs a 2' sign height variance where the Code allows 5' and they're requesting 7' in total height.

Dr. Goist – Board members, may I have a –

Mr. Baldin - Mr. Chairman, we've all looked at it and it's a big building and they need a sign. I'm willing to give them another 6". I don't have a problem with it.

Mr. Baldin – Nobody else has anything to say? I make a motion to request a 2' Sign Height variance from Zoning Code Section 1272.12 (h), which allows a 5' Sign Height and where a 7' Sign Height is proposed in order to install a Wall Sign; property located at 18200 Royalton Road PPN 396-11-001 zoned General Business be approved.

Mr. Bohac – Second the motion.

Dr. Goist – We have a motion and a second. Kathy, would you call the roll.

Mr. Evans - Mr. Chairman, if we can before we vote on it, I just want to be sure that the minutes reflect the fact that we're removed the section a) of the variance request here in light of the fact that 129 square feet is permitted and the applicant has indicated that it is only 127 square feet. So, it is less than the amount and the reason I want to be particular about that is because we all know that the rest of the Greens of Strongsville, as changes may take place in the tenants there, that we don't want them thinking that we gave on the square footage when we didn't. It's only on the way that it is laid out in terms of height that we're allowing that. So, it fits the square footage but it is the height of the letters being stacked. I just wanted to be sure that the minutes reflect that.

Mr. Baldin – Good point.

Dr. Goist – Very good point. Thank you, Mr. Evans.

Dr. Goist – Kathy, would you call the roll.

ROLL CALL: ALL AYES: MOTION CARRIED

Dr. Goist – Your variance has been approved. You do have a twenty-day waiting period and then you can get together with the Building Department and then you can proceed from there.

Mr. Milburn – Thank you.

5) **DOLLAR TREE, TENANT/WALD & FISHER, OWNERS/
Boyer Signs, Agent, Cont'd**

Ms. Kanizsai – Thank you.

RULING: VARIANCE APPROVED

Dr. Goist - If there is no other business to come before this Board, meeting is adjourned.

Meeting adjourned at 9:19 p.m.

Glenn Goist, Chairman

Kathryn A. Zamrzla, Sec'y

Approval Date