

**BUILDING & BUILDING CODES COMMITTEE MINUTES
NOVEMBER 21, 2017**

The Building & Building Codes Committee meeting was held on November 21, 2017, at North Royalton City Hall, 14600 State Road. The meeting was called to order at 6:07 p.m.

PRESENT: Committee Members: Chair John Nickell, Vice Chair Dan Kasaris, Larry Antoskiewicz;
Council: Gary Petrusky, Dan Langshaw, Paul Marnecheck, Cheryl Hannan; **Administration:** Mayor Robert Stefanik, Law Director Thomas Kelly, Community Development Director Thomas Jordan; **Other:** Lou Krzepina, Joyce Fink, Patrick Fink.

APPROVAL OF MINUTES

Moved by Mr. Kasaris, seconded by Mr. Antoskiewicz to **approve the October 17, 2017 minutes as received.** Yeas: 3. Nays: 0. **Motion carried.**

UNFINISHED BUSINESS

1. City Green Development

Mr. Jordan reported that the field work has been completed on the required topographical survey and this will be turned into a survey of the entire City Green, not just the section where the pavilion is being considered. He and the Mayor have recently met with the architect and reviewed a series of designs to share with us to narrow down the choices. We have provided the necessary feed back to the architect and they will place the model on the topographical survey. He said that it is important for this particular project because of the overlook that the pavilion will provide to the valley area, as well as the plaza area in front of the pavilion. He said that this survey and field work will also assist us with the sign placement on the City Green. The architect will help us develop a preliminary specification in order to solicit bids for the sign. Mayor Stefanik said that the architect will make a presentation to Council at the second meeting in December.

2. Cemetery

Mr. Jordan stated that the building that we have been discussing for the past few meetings is called a receiving vault. The city has entered into a contract with a company that specializes in these types of projects. They are doing a cost estimate and will provide options of stabilizing the structure, or returning the structure to its original condition. They will also explore costs for two other optional uses for the building; a mausoleum or a small chapel. This estimate and design work will be completed within 30 days and we should be able to make a decision on the next step for this building shortly. Mr. Jordan said that he and the Mayor have met with the radio tower owner regarding the fence in the rear of the cemetery. They have pledged to replace the entire fence hopefully by the end of the year, weather permitting. He said that using the grant we have received to reset the veteran stones, we have hired Milano Monuments to do the next phase of this project. He said that we have already received reimbursement for the first phase. Regarding the fencing along Rt. 82 and the entrance sign, he said that we have a proposal from a company who specializes in this type of design. The proposal was inaccurate and he had to send it back. Since the project is likely to be over \$50,000, specifications for bidding must be included in the design work. He is waiting for this revised proposal in order to start the design work. He said that everything is progressing favorably for winter design and spring construction.

Mr. Jordan said that the Rt. 82 widening will be presented to the Planning Commission over the next couple of months. The design work for the project is being finalized and will be bid sometime this winter. The project is currently in the land acquisition phase and we are assisting as needed.

Mr. Nickell said that he finds the idea of turning the receiving vault into a mausoleum very intriguing and a good use for the building. Mr. Jordan said that there is a section of the cemetery where its master plan calls for above ground burial/storage for cremated remains. He said this option will be explored in the future.

NEW BUSINESS**1. Ordinances 17-134, 17-135, 17-136 – Rt. 82 Easements**

Mr. Jordan explained that this legislation grants easements for city owned property as a part of the widening project. He said that the City Engineer has reviewed all the documents. He said that 80% of the funds from this project are coming from ODOT. Our remaining local match is 20%. Years ago under this administration we entered into an agreement with Cuyahoga County to do two things; one is that they would administer the project and two is that they would pay 10% of the cost of the project, with the city paying the remaining 10%. During the build up to the project we have applied to DOPWIC and have been successful. He said it looks like these grants and/or loans will pay the local match. So what we are doing in this sale is that while they are paying us, on the two properties associated with the service building and the next one, these monies will be held in escrow until the end of the project and will be used toward the local match. If they are needed towards the local match they will be deducted from the amount the city owes. If the other grant monies pay for the local match in its entirety, we might actually get this money back at the end of the project. Regarding the money for the easement at the compost facility, since the rate payers that pay into the sewer fund is a separate entity, they will receive the cash. This will go directly to the sewer enterprise fund. He said that Parcel 15 will have a detention basin due to the fact that they will be adding more impervious surface. A separate piece of legislation will be introduced later outlining the maintenance responsibilities of the basin. He said that the city will maintain this basin. Mr. Petrusky asked how much land we will lose. Mr. Jordan said that collectively it is probably less than an acre. During the construction, the Service Department ingress and egress will be channeled to the Wastewater Plant driveway to the west via an access driveway that will be constructed and paid for by the project. Mr. Nickell asked if the retention basin will collect the water from the creek that is near the landscaping business. Mr. Jordan said that there is already a storm water culvert that is located on that property and contractors are aware of it. Mr. Nickell asked if a business is required to move their signs as a part of the property acquisition, is the project paying for the cost of moving the sign. Mr. Jordan said each business sign has a unique story. There are 3 things that happen with signs: 1) The right of way hits it and they have to go. They are compensated for them and then they fill out a new application to relocate the sign according to regulations. 2) There are signs that will be too close to the right of way that will require discussion to relocate the sign so that it does not interfere with the line of sight. Mr. Petrusky asked if a sign is close but not actually located in the easement, can they move the existing sign or will they have to update to the current regulations. Mr. Kelly said that we have an obligation to be of assistance to the businesses. He said that he has crafted a solution that will allow for a negotiated settlement that will satisfy both sides. The new location of the signs may not conform in all respects to our regulations but it will assist all of us in moving forward and will preserve the business owners' investment in their signs. Mr. Kasaris asked if there will be a need for variances for these signs. Mr. Kelly said that the way he has crafted the solution, he does not believe so. He said that he has a draft of an agreement form that he is working on that will allow for this to take place. He said that the business owners are in a sense making a demand to preserve their investment and protect their property. He said that as long as the demand is under \$5,000 he can work a deal under 220.07 of the Codified Ordinances. He anticipates that the Building Commissioner and the City Engineer will work with the business owners in choosing a relocation site, relocate the sign, and then enter into an agreement that in return for our willingness to allow for the relocated site for preservation of their property they will covenant not to sue us for any other damage or destruction that might otherwise be the case if the sign was destroyed in the taking. Mr. Kasaris asked if any of these signs will fall apart when they are moved. Mr. Kelly said that this is covered in the agreement as well and states that the business owner is wholly responsible for the movement of the sign, for the expense of the movement of the sign, for any damage to the sign, etc. Mr. Jordan said that he has met with the relocation company and the compensation for the sign has been worked out. It is the problem issues that rise to our level that we will have to be directly involved in. Mr. Jordan said that that the third item regarding signs is that they have been compensated, they are going to relocate it and they may go before the BZA on their own under a new sign application. He said that the ones that are making the sign relocation a condition of the sale must be addressed now because the county needs to know that they have the land in order to proceed with the project.

Mr. Nickell asked for an update on the condemned house on Patricia Drive. Mr. Kelly said that the case is pending before Judge Sutula. He said that they have a case management order and the trial is set for April. He said that discovery exchange was supposed to take place but unfortunately the other side's attorney became ill and he is unsure how this will affect us going forward. He does not expect it to be delayed for too long. Mr. Nickell said the house is actually in worse shape and wondered if we could force them to do something. Mr. Kelly said that we cannot do anything more than what we are already doing. He said we are following the most appropriate and conservative means of seeking an order to get this done such that there will be no retaliatory lawsuit against the city. Mr. Kasaris asked if this is an appeal of our decision or is this an action that we brought to demolish the house. Mr. Kelly said that it is an action we brought to demolish the house. He said that we could have moved forward without a court order but we did not deem it prudent for the sake of everyone.

ADJOURNMENT

Moved by Mr. Kasaris, seconded by Mr. Antoskiewicz **to adjourn the November 21, 2017 meeting**. Yeas: 3. Nays: 0. **Motion carried. Meeting adjourned at 6:35 p.m.**