

CUYAHOGA FALLS CITY COUNCIL

Minutes of the Planning & Zoning Committee Meeting

July 21, 2014

Call to Order	The meeting was called to order by Mr. Mader, Chair, at 6:46 p.m. A quorum was present.
Approval of the Minutes	Approval of the minutes was deferred.
Agenda Items	
Temp. Ord. A-61	<p>An ordinance authorizing the Director of Public Service to issue an encroachment permit to McDonalds Real Estate Co. for the purpose of constructing and maintaining a business identification sign in a portion of Graham Road Circle right of way and declaring an emergency.</p> <p>For proponent testimony, the Chair recognized John Blickle, 500 Grant Street, Akron, Ohio, owner of Rubber City Arches. Mr. Blickle stated that his company is a franchisee of McDonalds. During the construction process for the building on Graham Road, the company applied for and received a permit for the sign at issue. The company was involved in an eminent domain action with the City of Stow, which placed plans for the sign on hold. The permit lapsed. Upon reapplication for the sign permit, the company was asked to sign an encroachment permit.</p> <p>The Chair asked if McDonalds is open to the possibility of a marquee sign that would include other businesses. Mr. Blickle stated he would prefer not. Twenty years earlier, McDonalds entered into a development agreement with the City which gave McDonalds exclusive rights as to signage in the Graham Road Circle median.</p> <p>The Chair asked the Law Director if this sign request is related to the existing McDonalds sign. The Law Director stated that the settlement most recently</p>

entered into between the City and McDonalds is not related to this sign request.

The Chair recognized Mrs. Pyke, who asked Mr. Blickle when City Council approved this sign. Mr. Blickle stated the approval came over two years ago, before construction of the new building. Mrs. Pyke asked the Planning Director if City Council has approved a sign in the public right-of-way. The Planning Director stated that the sign was approved as part of a site plan approval, subject to obtaining permission of the property owners. Mrs. Pyke stated that the City is one of the property owners. The Planning Director acknowledged this is the case. Sign permits may be granted for property not owned by the sign owner, as long as the sign code is complied with. Mrs. Pyke stated that the McDonalds building is itself a large sign, and asked why Mr. Blickle feels another sign in the public right-of-way is necessary for people to find it. Mr. Blickle stated that the decision to buy a McDonald's product is an impulse purchase, and that is why McDonalds is concerned with visual cues. Mrs. Pyke asked the Law Director if the sign could be placed on City property without the Council's approval. The Law Director stated that the sign cannot be placed on City property without an encroachment permit or some other action of Council. Mrs. Pyke asked if the reader board on the sign will be electronic. Mr. Blikle stated it will not.

The Chair recognized Mr. Colavecchio, who stated that the restaurant is already clearly marked. This sign is overkill and sets a bad precedent. Mr. Blickle stated that his development agreement with the City provides him with exclusivity in the median strip.

The Chair recognized Mr. Rubino, who stated that the renovation of the restaurant looks great, and the City should do whatever it can to cooperate with McDonalds.

The Chair recognized Bruce Rinker (no address provided), attorney for McDonalds, who stated that there is a good faith understanding for the right to have this sign location along with the monopole location. This sign would have been installed but for the eminent domain action brought by the City of Stow. When the eminent domain case was settled, it was not perceived by City representatives that this sign would cause controversy.

The Chair recognized Mr. Colavecchio, who asked when the good faith understanding was arrived at. Mr. Rinker stated it was at mediation of the eminent domain case. Mr. Colavecchio asked who was present. Mr. Rinker stated that Hope Jones represented the City at the mediation of the eminent domain case. Mr. Colavecchio asked if anything was reduced to writing. Mr. Rinker stated nothing was reduced to writing with respect to this particular sign, but it was with the understanding that it was not posing any problems. Mr. Colavecchio asked if McDonalds is in the business of not reducing important agreements to writing. Mr. Rinker stated that there is a written representation from the City of an opportunity to go into this encroachment permit.

The Chair recognized Mr. Weinhardt, who asked how McDonalds could assume a positive vote of the Council. Mr. Rinker stated that this perception was attendant to the settlement conversation and they relied on it.

The Chair recognized Mr. Pallotta, who asked if McDonalds is not already exceeding its signage square foot allotment. The Planning Director stated that the existing sign does not meet code as it is, but this sign was approved in 1994. The square footage allotment is met only if the monopole sign is ignored in the calculation, and only as long as the property owner's consent is obtained. Mr. Pallotta stated that the monopole sign is what customers will see, and this particular sign is not needed. Mr. Rinker stated

that signage is critically important and the 1994 agreement for the monopole sign was of paramount importance before investing in this location. Mr. Blickle put a major investment into the ground believing that these other components would fit into place.

The Chair recognized Mrs. Klinger, who asked the Law Director if the 1994 development agreement provides exclusivity to Mr. Blickle. The Law Director stated there was an agreement entered into on March 29, 1994, signed by the Mayor, and approved as to form and correctness by the Law Director at the time. However, Council approval is required to grant this type of right, and there is no record of it ever receiving Council approval. It would be null and void in his view. Mr. Rinker stated that \$40,000 was paid to the City, and this agreement was lived with for twenty years. Mrs. Klinger said she did not recall voting on the agreement.

The Chair recognized Mrs. Snyder, who stated that members of Council who were not on Council in 1994 would benefit from another session on this.

The Chair recognized Mrs. Pyke, who asked, relative to the sign, if the City would receive compensation for its property. Mr. Blickle stated "no." Mrs. Pyke asked if there is a cancelled check from the \$40,000 payment mentioned by Mr. Rinker. Mr. Blickle stated "it went on the tax duplicate. We paid for it over twenty years plus the loss of six or eight parking stalls." Mrs. Pyke stated that the issue needs further discussion.

There was no opponent testimony. There was no public comment.

The Chair stated that this Temp. Ord. A-61 will be held for further discussion.

Non-Agenda Items

None.

Adjournment

Without objection, Chairman Mader adjourned the meeting at 7:16 p.m.

  
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Terry Mader, Chair

  
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Paul A. Janis, Clerk of Council