



# City of Gahanna

## Meeting Minutes

### Property Appeals Board

200 South Hamilton Road  
Gahanna, Ohio 43230

*William Sweeney, Chair*  
*Sarah Pollyea, Vice Chair*  
*Matthew Pugh*  
*Jason Ruark*  
*Elizabeth Smith*

*Jeremy A. VanMeter, Clerk of Council*

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Thursday, August 11, 2022

7:00 PM

City Hall, Council Chambers

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#### Public Hearings on Sidewalk Maintenance Program Appeals

**A. CALL MEETING TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL:**

*The Property Appeals Board met in Regular Session on Thursday, August 11, 2022, in Council Chambers. Mr. William Sweeney, Chair, called the meeting to order at 7:00 p.m. Ms. Smith led members in the Pledge of Allegiance. The agenda for this meeting was published on August 5, 2022.*

**Present** 5 - William Sweeney, Sarah Pollyea, Matthew Pugh, Jason Ruark, and Elizabeth Smith

**B. ADDITIONS OR CORRECTIONS TO THE AGENDA:**

None.

**C. APPROVAL OF MINUTES:**

[2022-0241](#)

PAB Minutes 2.22.2022

*Without objections, the Chair announced the reading of the minutes from the last meeting was waived.*

**A motion was made by Pollyea, seconded by Smith, that the Minutes be Approved. The motion carried by the following vote:**

**Yes:** 5 - Sweeney, Pollyea, Pugh, Ruark and Smith

**D. ADMINISTERING THE OATH:**

*Attorney Mularski explained the rules of procedure for individuals wishing to provide public comment on any Public Hearing item, including the time allotted for the appellant(s) and appellee(s).*

*Mularski administered the oath to all individuals providing testimony before the Property Appeals Board at 7:04 p.m.*

**E. PUBLIC HEARINGS:**

*The Chair noted that PAB-0001-2022 appellants requested a continuance. He has granted that continuance. The Board will decide on a date to hear the appeal at the end of the meeting. Additionally, PAB-0002-2022 and PAB-0004-2022 have withdrawn their appeals and have requested a refund of their filing fees.*

**Motion to Approve Refunds for Withdrawn Appeals**

**A motion was made by Smith, seconded by Pugh, that refunds be granted for PAB-0002-2022 and PAB-0004-2022 appeals that have been withdrawn in the amount of \$50 each. The motion carried by the following vote:**

**Yes:** 5 - Sweeney, Pollyea, Pugh, Ruark and Smith

[PAB-0001-2022](#) SIDEWALK MAINTENANCE PROGRAM APPEAL 242 EMPIRE DRIVE, PARCEL ID 025-002603, LORA MARSCH, APPELLANT; DEPARTMENT OF PUBLIC SERVICE & ENGINEERING, APPELLEE

**Disposition: Continuance granted. Appeal to be heard on 9/8/2022.**

[PAB-0002-2022](#) SIDEWALK MAINTENANCE PROGRAM APPEAL 283 EMPIRE DRIVE, PARCEL ID 025-002541, TYLER SMITH AND BETHANY VARGO, APPELLANTS; DEPARTMENT OF PUBLIC SERVICE & ENGINEERING, APPELLEE

**Disposition: Appeal Withdrawn. Refund requested and granted.**

[PAB-0003-2022](#) SIDEWALK MAINTENANCE PROGRAM APPEAL, 338 HIGHMEADOW COURT, PARCEL ID 025-005929, NATALIE AND JOSEPH WEITZ, APPELLANTS; DEPARTMENT OF PUBLIC SERVICE & ENGINEERING, APPELLEE

Attorney Mularski advised the Chair regarding the rules of procedure, offering that the Chair first ask whether any members of the public would like to speak and then turn over comment to the appellant. Mularski said that the appellee would then speak and then each would have time for rebuttal.

*The Chair opened for public comments at 7:11 p.m.*

There were no public comments.

*The Chair closed public comments at 7:11 p.m.*

The Chair yielded the floor to the appellant, Ms. Weitz, who presented on her appeal. Weitz said her family has lived in Gahanna for almost 10 years. She is in support of safe and walkable neighborhoods and understands the responsibility of homeowners to maintain sidewalks on their property. When they had received the Sidewalks brochure, they were excited about it. There are a lot of areas in their neighborhood that are difficult to maneuver with a stroller, so they looked forward to things getting fixed. Weitz said that she

knew there was one area in the front of their home that probably should have been fixed a while ago that was raised up and the thought was this would be a good opportunity to get it fixed. When the estimate came in the mail, Weitz said they were surprised there were 13 X's all over. Referring to her initial statement, she noted they went around and looked at the panels and agreed that three of the originally marked panels (two cracked in a Y formation and the initial one she already spoke about). She said when she reached out with the appeal, Ms. Ridge was very nice and came out. In the Appellee's response, Weitz said it looked like Point 8 had been determined to not be cracked to the degree that the Sidewalk Maintenance guidelines need it to be and that the raised edge could be corrected with Panel 7. This is one she is not contesting, so this is great that can be fixed in a different way. Of the remaining panels, 2, 23, 24, and 61, those are all ones that project slightly above the walk. When engineering came out and remeasured, the ones that were three-eighths of an inch and two that were half of an inch on the edges and not the center of the sidewalk, she does not see as a tripping hazard, but they do slightly project above. She does not believe it is to a degree that is hazardous to public health. Weitz added that points 37, 59, and 60 are marked as "excessive cracking." They do fall within the Sidewalk Maintenance guideline in creating a broken section less than two feet wide on either side. In all three of those cases, it is a single crack going across the panel. In at least two of these three cases, the crack is not even an eighth of an inch deep. It is not a deep crack that is going down in the sidewalk and going to collect a lot of water and over a year be a disaster. Weitz reiterated that she did not see this as a public health hazard. Weitz noted that in the response from the City, Ms. Ridge mentioned in one part of her response of other construction methods being used to repair cracks. Weitz is looking for clarification on if other construction methods besides completely taking up the whole panel could be used to repair cracks, such as those that are spalling or breaking apart the sidewalk. Point 19 has a large gap and Ms. Ridge addresses this in her response. When it was put in the estimate, it was a worst-case scenario that the entire panel needed to be replaced. Weitz's suggestion was using a gap filler there, instead of \$300 to replace the panel. She said it makes sense thinking of the amount in terms of a worst-case scenario, but as far as an estimate that is going out to a contractor, Weitz thinks when a contractor is going to come out to rip out sidewalks, they are going to rip out the sidewalks. She did not think they were going to go through and evaluate whether a gap should be filled or a sidewalk to come out. If we are evaluating them on a case-by-case basis now, it would be great if we could determine if this could just be filled in and be noted on the estimate. Weitz said that Ms. Ridge came up and chatted with her about Point 11, which Weitz is sure Ridge will talk about. It looks like that is something that will be taken care of through the gas company. Weitz said these are her main points. She included photos. If the Board looks at the sidewalk, it does not look like a hazardous sidewalk. She does not want it to be a hazardous sidewalk or have people tripping on it and suing her or getting hurt. For Weitz, there only seemed to be one panel that they would truly want to get fixed and two other panels that she can see that the crack can deteriorate the panel to the point within five years it would need fixed. Other questions she had included whether there was a cap on repair

costs from the city (she knows the estimate is just an estimate and could go up or down), and with inflation and concrete the way it is right now, can the City get to next year and then she is looking at a bill of \$9,000. She said it would be nice to know if there was a range or a guarantee of not going 10 percent over for example, so she would be able to plan and not be facing a bill that is three times the size of what it is now. Weitz knows that the whole idea of the program is to save homeowners money because of the size of the group in the program. However, she said that if she was fixing the sidewalk in front of her house on her own, she believed she would be fixing one square and now she is fixing over 10 squares. She stated this did not feel like saving money but rather spending a lot more. This is frustrating as a homeowner. Weitz said the ADA has a piece in this as well with their guidelines and understands that panels that have hairline cracks that could become a problem 10 years from now. Weitz said she is not replacing her roof today because it might leak in 10 years. Likewise, she does not want to replace a sidewalk panel today because it might not be compliant with ADA in 10 years. This does not make fiscal sense to her with her own budget. If it is not something that is noncompliant with ADA, does she need to be fixing it with money right now? If moving forward and the Sidewalk Maintenance guidelines are changed in any way (understanding 2021 is a "guinea pig" program and the 2022 program is much larger), it would be frustrating as a homeowner to know now that she had to pay all of this and fix all of these and then the next program is different and she is out that money, and it is too late. She wanted to know whether there would be any reparations for this scenario.

The Chair yielded the floor to the appellee, Ms. Ridge, Assistant City Engineer, for a response to the appeal. Ridge stated she had additional changes that she would like to present if the Chair and appellant are ok with her presenting the changes. The Chair invited Ridge to distribute copies of the changes.

Attorney Mularski, as a point of order, advised that since Ridge is just now presenting this document of which she had presented earlier to the appellant, this is a document of which the Chair would rule on admission of evidence into the records. Mularski advised that the standard that would be used to rule on admission would be if this caused a surprise or an inability for the appellant to respond to it as cause to overturn admission. Mularski said it was his understanding that in this case, it appeared to be in the appellant's favor and the Chair could ask the appellant if there is objection. No objections by appellant. The Chair conferred with board members on acceptance of the evidence. There were no objections. The Chair ruled the appellee's additional evidence (Attachment 8 for PAB-0003-2022, Appellee Evidence Received at Hearing 8-11-2022) as admitted into the record and turned the floor back to Ridge for response.

Ms. Ridge proceeded with comments on the appeal. She said the appellant noted in the appeal that they did not contest 7, 9, and 41. Therefore, she would not review those. If the Board had questions, though, she could talk about them. The Engineering Division does agree with the appellant on Point

8, so this has been removed from their notice, which is reflected on the copy just entered into the record. With this one, it does project above the adjacent panel 7. If panel 7 is replaced as intended through the notice, that is ok. However, if the appellant would opt-out and not choose to replace panel 7 something would need to be done with panel 8. However, it sounds like the appellant does plan to replace that. There would be no objections there. As far as other means and methods in repairing cracks, that is talking about concrete sealant that Weitz alluded to. This is an expansion material like concrete that can repair gaps. If the width is within certain reason, the City is allowing that for those opting out. If staying in the Program, however, Ridge said the City will be fully replacing the panel as this is the best approach to go about it and will give more longevity to the sidewalk panel. With sealing it, in a couple years you must reseal and go through that process with upkeep. On points 2, 23, 24, and 61, those were all found to meet the criteria for needing repair due to projecting above the adjacent panels. Ridge said that as Weitz mentioned, they were half an inch and three-quarters of an inch (Point 23). The criteria that the City has mentions anything that is over a quarter of an inch requires repair. This threshold comes from ADA guidelines.

Ms. Smith offered a correction for Point 23, that it was three-eighths, not three-fourths of an inch. Ridge said three eighths was correct.

Ridge continued, stating all the panels mentioned are over a quarter of an inch. She restated the criteria for the City comes from ADA. Regarding panel 11, this is what the Division has changed and has submitted into evidence. The appellant thought this was a drain, but the City was able to investigate this further. It is a gas valve. So, this gas valve needs to have the cap replaced. Columbia Gas just needs to be contacted to put the new cap on that. Ridge said this should be at no cost to the appellant if they choose to opt-out of the Program or through the City if they choose to stay in the Program. The City would contact Columbia Gas and it would be at no cost to the City either. Ridge noted she provided the appellant with contact information for Columbia Gas if they choose to opt-out and take care of the matter on their own. Panel 19 has a one-inch gap. This is at the joint next to Point 20, the one near the panel in the driveway. It exceeds the half-inch requirement that is part of the Sidewalk Maintenance guidelines. In preparing the estimates, the City looked at the worst-case scenario and has provided that number for the time being. Ridge said the gap joints are being individually evaluated. She understands the appellant is concerned that through construction that will not be evaluated. It is something that is currently under evaluation of what that threshold is. Before it goes out to bid to the contractor, Ridge said the City is going to be letting them know which ones based on the width the City believes can be appropriately sealed versus which ones need to be fully replaced. The City is working with contractors and other engineers to determine what that threshold is. Ridge said excessive cracking existed on panels 37, 59, and 60. They have cracks that have broken the panels into pieces less than the two feet across in any direction, which is part of the criteria. The cracks are not just on the surface. They are not what the City would call "spider cracking" or sometimes "hairline" cracking. They go deeper

and water can seep into them. Through the freeze and thaw cycles, they start to get worse, and you start to see spalling and other things. Ridge said you see this on a couple of the ones the appellants have now. She understands that some of those cracks are "minor" as far as the width comparison to others they might see in their neighborhood or throughout the City. Looking at them, they are not just surface level and could continue to cause problems with the sidewalk. Ridge said she had revised plans and specifications for the property. Originally the total cost was \$2,789. With the revisions, removing 8 replacement cost for Point 11, the new cost is down to \$2,219 (estimated) if they choose to be in the Program. As far as whether there is a cap of the costs that each resident is allowed, that is not something the City has in place. Whatever the cost is for the contractor is what the property owners will pay. With inflation and the environment with materials, there is concern over what those costs will be. As far as the plan to approach this, the City is trying to bid this out this year in hopes the prices will be lower than waiting until next year before moving forward with the construction in the spring. The City has an estimate already that was arrived upon through engineers and looking at recent contracts and planning for some inflation. The City did not want to overestimate, but also did not want to underestimate for the residents. Ridge said the City expects the estimate to be close to what people would see. It could go up, but it could also go down. Looking at the first round of bidding, if the City gets prices in that seemed highly inflated, the division will evaluate and could reject all bids if they exceed a certain percentage and re-bid the project in the spring in the hopes of getting a better price. The City is fully aware of and will evaluate with contractors and around the region to get the best cost for the residents that it can. The City is upfront on the cost through the construction as part of the Program. Then, the City will be paid back by the resident for the exact costs through the Program, except for trees. Ridge noted that the appellant does not have any trees.

Ms. Smith confirmed that all jobs for the first Program are being bid together and not separately. Ridge confirmed that everyone in 2021 Sidewalk Maintenance Program (over 200 properties) that stays in the Program and does not opt-out, will be joined together with one bid to the contractor. Smith asked whether contractors would have the proposed fixes. She said, for instance, they would not come in to replace a panel that had a proposed fix of being filled which the City will have said is acceptable. Ridge said that as part of the bid, the package will have specifications to make sure that when companies bid on this, they will know what to expect for each one. The City tells them quantities. There are X number of panels that need to be replaced and X number in need of horizontal cuttings, or expansion joint replaced, etc. The City will have determined those quantities and will have bid based on what the City specifies for them to do. They will not change it out in the field and make their own call on what they want to do. Smith asked with respect to cracks, why is it they cannot be filled. If it is filled, does it not last? Ridge responded that if they opt-out, that is an option, and they can fill it. If part of the Program, Ridge stated this is not a method the city is choosing to move forward with as it does not last as long and would have to replace every few years and keep an eye on. She said it is more of a band aid fix. The City

wants to do things right, and so it would replace the panel to be brand new and expect to have it for 50 years and not have any more issues with it. The City wants something in place that does not cause issues down the road. Smith said that if done unit-by-unit, it could be more expensive down the road versus if it had been repaired initially as part of a package. Ridge said someone with one panel on their property having to do it themselves could be more expensive than being part of the Program and having it done or if some choose to opt-out and get with neighbors on a larger contract. Ridge agreed that it would probably cost more down the road if they had to fix just the one panel. Ms. Pollyea said she wanted to know whether a homeowner was allowed to fix part of or less than the number of panels cited, or if opting out, are they opting out of everything or can pick and choose which ones to fix themselves and which they want the City to fix. Ridge said per Code, it says to opt-out of everything. However, if one opts out and the work is not done correctly or refusal to fix it or do not fix everything, then the City will automatically put them back into the Program. Ridge confirmed if one wanted to just fix a couple of them, they could, and then have the City do the rest.

Mr. Sweeney clarified that when the contractor comes out, they are going to have instructions per panel. For example, if panel 7 has cracks, they are going to replace that panel as opposed to another panel with expansion joint. They cannot choose on site to replace that panel and do the expansion joint if that is all the City wanted them to do. Ridge confirmed that they could not do this. Anything that they would decide on site that the City requested to be done a certain way and they find that maybe they do not feel that is the appropriate method, they would have to get approval by the City Engineer to make the change. Anything that happens with what the contractor does have to be approved by the City. The City is not going to unnecessarily allow them to do something that does not need to be done.

Ms. Smith asked if the City's requirements on size of gaps, slopes, etc., is all set out to follow ADA. Ridge responded this is policy referenced in Code. The Code specifies Sidewalk Maintenance guidelines set for the Program. In evaluating the guidelines, the City looked at ADA and PROWAG, which helps evaluate ADA within the right-of-way and under existing conditions. This Program is also done in other municipalities, and Ridge said the City tried to put something in line with all these things the Division was reviewing.

The Chair yielded the floor to the appellant for rebuttal. Ms. Weitz said there were a few lingering questions she still had. She conveyed that the biggest frustration was having to opt into a program without knowing exactly how much it was going to cost or any kind of guarantee on a cap for costs. Additionally, she said it was frustrating having to opt into a program where repairs outlined on the estimate are not necessarily the repairs that are going to take place, for example, with the gap filling. If going on case-by-case basis, and the City Engineer is deciding which gaps need to be filled change made now. She did not think you could get much closer to a case-by-case basis right now in a hearing over panel 19. Weitz said it would be great if this could be determined sooner rather than later and so she can be sure of what is

going to be done on her estimate. This could be a significant cost difference. As far as the concrete sealing, Weitz said it was frustrating that when she got the estimate in the mail, she assumed these are the repairs City would be doing, and if opting out, she assumed these would be the repairs she would be doing. At no point did she think she could just be patching cracks with concrete sealant. Weitz said she would have to look at the cracks again and decide whether this was something she wanted to do instead. Weitz stated she did not know this would be an option and assumed she would need to replace the entire panel. Going forward, as a community member, she said it would be helpful to have this information. With all this information and opt-out deadline on Monday, she said it would be nice to know and be able to get some estimates if she were to opt-out. She said she did not think she could do this by Monday.

The Chair yielded to the appellee for a rebuttal. Ridge said the appellant has 45 days from decision of an appeal to opt-out. Therefore, she would not need to worry about the Monday deadline. Ridge thanked Weitz for the input on wanting to know things ahead of time. There had been a lot of Town Halls with explanation of these things. In the letter, she acknowledged that possibly the City had not made it as clear that one could choose a different construction method if opting out. This is something the division will look at going forward. Ridge said there is a rule when the City goes out to bid that it has an estimate. She said she believed that if the bids go 10 percent over, then the City will have to get special permission from Council to accept the bid. So, there are some things in place to make sure the City was not going forward with a project that has unrealistic cost or unexpected amount. As far as the gap issue, with the appellant's being an inch, she did not want to say exactly what the threshold is going to be, since the Division is in initial conversations. Ridge added that she would expect with the gap being an inch, she would err on side of replacing the panel as part of the Program. Ridge hoped to make the decision within the next couple weeks as people investigate it. The appellant interjected to clarify that they could opt to fill the crack, but not the gap. Ridge said this is correct. The cracks are not as wide, so there is not as much of the concern there with the split.

The Chair conferred with the Clerk on the procedure for consideration of the appeal. With no further questions from the Board for the appellant or appellee, the Chair closed the hearing and asked for a motion to approve the appeal.

The Chair entertained further comments from the Board on the formation of the motion for approval. Attorney Mularski noted that a motion could also be made to decline the appeal, but that either way to have a discussion. Smith asked if they moved to approve and then changed their minds after discussion, what would need to happen. Mularski said if the motion is to approve, then it would be a vote "no". A second motion would then be made to decline the appeal. He confirmed there would be opportunity for discussion before the vote.

### **Motion to Approve Appeal**



**A motion was made by Smith, seconded by Pugh, to approve the appeal.**

Smith asked Mularski if the Board wanted to move to remand to allow more time on a decision on the gap and allow for consideration of that issue should the parties come to an agreement, what would need to occur. She said it seems to her that there was an open question about the gap. Mularski said the Board would need a separate motion within this motion to remand a certain section of it, such as for the gap. The Board would then vote on that part and then be resolved. Then, the Board would go back to the motion currently pending (to approve) and then continue discussion on that. Smith asked if this was an option to remand if the Board needs more input. She asked does it make sense to allow on more time for whether the gap needs filled or the panel needs replaced. Ridge said, yes, as right now the Division is evaluating that criteria. Ridge restated that where the discussions are now, and with as large as the appellant's is, she would anticipate it would probably stay as a replacement, but the threshold has not yet been set. The City's consultant has been engaged on this criteria. Smith asked if this is different criteria if gaps between the joints or cracks are more than a half inch. Is this a different issue? Ridge said the gap the appellant has is greater than a half inch. If it is greater than half an inch, but the appellant's is an inch, can that gap of an inch be dealt with by sealant or fully replaced. Ridge said it could be that the City determines the threshold to be three-quarters of an inch or less can be sealed and anything above needs to be replaced. Maybe it could end up coming at an inch. The last conversation was three-quarters of an inch. Ridge said that this, again, has not been determined yet or in writing. She hopes it would be known in the next week or two. This will then help the appellant form a conclusion of what this will mean for her. Sweeney asked if he was correct in saying if with respect to the gap, one can use an expansion joint rather than the replacement of the panel, the cost would go down. Ridge said yes. Sweeney said therefore it would not go up from the estimate but could go down if that choice is made. Pugh said he thinks remanding would be a good idea. Smith agreed and said she did not know if there is a time limit on that. Pugh asked Mularski with a move to remand what timeframe would it need to be. Mularski said there is no timeframe listed in the procedure, so therefore, the board would revert to what is "reasonable." Mularski asked Ridge on what a reasonable timeframe would be to make this determination. Ridge suggested two weeks. Mularski said the procedure would be someone would need to make a motion, have it seconded, to remand Point 19 back to the city official with instructions for further consideration. He said for the Board to provide the instructions in the remand to determine whether this gap filler could be used and to report back in three weeks. Once the city official reports back, the parties may decide there is no longer an issue, and this can be removed from the appeal. Mularski stated this is like with what happened today when Ridge changed part of what the City was requiring the appellant to do. If the City says, for example, the appellant could fill in the gap, the appellant could then say they withdraw the appeal on that. They could talk about whether that portion of the appeal would still be pending. Smith asked whether the Board would need to move to hold the appeal in abeyance. Mularski said that at least that portion of the appeal, but the Board could move the entire appeal in abeyance. It was totally at the decision of the Board.

Withdrawn.

### **Motion to Remand with Instructions**

**A motion was made by Pugh, seconded by Smith, to remand Point 19 back to the City Engineer for review as to the status of the gap threshold and whether it would be a panel replacement or filling the gap, with a report back to the Board in three weeks with an adjustment one way or another on the estimate.**

Ridge asked for clarification. She said she understands the remand to mean with the report back to the Board that the City needs to provide an estimated cost of what it would be through the Program to have the repair through an expansion joint. Sweeney confirmed this to be correct. Ridge asked whether this is changing the appellant's timeline in any way for opting out. Mularski said the deadline for opting out is 45 days after the appeal is decided, so the appeal is not decided until this issue is decided. Ridge asked whether this would hold to every panel and not just this panel. Mularski said that is correct. He then added that the procedure does not specifically state. The Board could decide all the other panels tonight, but the appellant is still in limbo as to whether she should opt-out until she receives this last piece of information. Mularski said it would seem fair to him that it would be 45 days from the final decision on the appeal.

**The motion carried by the following vote:**

**Yes:** 5 - Sweeney, Pollyea, Pugh, Ruark and Smith

### **Motion to Table (Hold in Abeyance)**

*The Chair asked for a motion to hold the entire appeal in abeyance given the time for response on the remand.*

**A motion was made by Smith, seconded by Pugh to hold the appeal in abeyance.**

The Clerk asked procedurally with the main motion to approve, what ends up happening with this? Attorney Mularski stated that his understanding is that this current motion would table that motion until the next hearing. Pollyea asked whether the Board would decide on any of the other panels. Smith asked what kind of confusion that might create if the Board does not hold the entire appeal in abeyance. Would this create confusion on the opt-out period? Pollyea said the appellant would still get the extended opt-out period. She added that the Board could decide on some of the panels tonight, but the Board has remanded Point 19, which already causes the opt-out to extend into 45 days once that is decided. Pollyea said that to get some closure on some of these issues, the Board could decide on some of them. Ridge offered that with the Program it is 45 days from the decision of the appeal for opting out, but the timeline right now for when if they choose to opt-out is still

the same. She said it is still 145 days from the first notice, which would mean mid-October. She said the City is looking to extend that based on some feedback from some residents. The timeline to make the repairs would still be the same. If the appellant opts out and decides certain things she would like to have done as part of the Program, she could just not do them and would be put back into the Program. Mularski advised to keep in mind that once the Program gets started, it must get started and everyone must be in at that time. A decision must be made by the time the Program gets started. Smith added that this is to be able to put this out for bid. Mularski said that is correct. Smith asked whether this would jeopardize that timeline. Pollyea asked if the Board remanded the entire appeal, would this jeopardize the timeline. Sweeney said it would be three weeks, plus 45 days, which would put it very close. Smith asked Ridge what she thought the cost difference was going to be. Ridge referred to an estimate on a joint repair on one of the appellant's existing panels. Based on this, she said it would be about \$68 for a joint repair versus \$236. Sweeney said that given this information, he was more in favor of moving on the rest of the appeal and starting the 45 days on that to give the appellant enough time to make an opt-out decision. Sweeney asked whether the Board would need to vote on this and clarified the order of the motion and procedure with the Clerk and City Attorney. Mr. VanMeter said it sounded like an amendment was being proposed. Mularski said the Board would need to vote on tabling the original motion. If it is voted down, then it is not being tabled. Smith clarified that she thought with what Pollyea was saying that it would still extend the timetable. Pollyea said this is what she was trying to figure out. Smith said if the Board left out Point 19 and approved everything else, does this start the 45 days. She said the concern is the Board does not want to start messing with the timelines when the Board does not know if it is going to make a difference. Pollyea agreed that the Board did not want to jeopardize the ability for the appellant to get estimates that she needs in deciding on opting out, but the Board needs more information on the one point to determine whether that issue should be approved. Mularski said the statute says 45 days from the decision of the appeal. So, since the appellant does have an ability to opt-out, which is the safeguard, and this all needs to happen in October, Mularski said the 45 days starts from whenever the Board decides any portion of this appeal. He said only the portion that is not being decided is the portion that would be left for the opt-out period. This would be the only way to fit within the timeframe. Smith noted the appellant has a range now of what the cost is going to be for the City, so this is information she can consider when getting an estimate from someone else.

Smith moved to amend the previous motion and approve the remaining aspects of the appeal. Mularski said that right now the Board is voting on the motion to table the motion. If this is voted down, then you continue talking about the rest of the motion. The Chair conferred with members regarding the vote on tabling the motion.

**The motion failed by the following vote:**

**Yes:** 0

**No:** 5 - Sweeney, Pollyea, Pugh, Ruark and Smith

### **Motion to Deny Appeal and Remand with Instructions**

There was discussion among the Board on wording for the next action on the appeal. Smith moved to amend the previous motion approving the appeal to deny the appeal and finding in favor of the City with exception to Point 19. Mularski said that right now the Board is considering the main motion to approve the appeal. He said the Board would need to vote on this or withdraw that motion and submit another. Ridge asked whether approving the appeal meant that the Board agreed with the appellant. Mularski said yes. Ridge said if they do not approve the appeal, then the Board is going with the City. Mularski said with the way that it is worded at this time, that is correct. Smith said that it appeared the Board needed to vote on the original motion or withdraw it.

Smith and Pugh withdrew the original motion and second to approve the appeal.

**A motion was made by Smith, seconded by Pollyea, to deny the appeal, except as to Point 19, which has been remanded with further instruction.**

**A motion was made that the be Motion. The motion carried by the following vote:**

**Yes:** 5 - Sweeney, Pollyea, Pugh, Ruark and Smith

*The Chair thanked the appellant for the complete and detailed appeal and for her time. Ridge clarified that the opt-out period for the appellant is now 45 days from today. Mularski noted the one appeal remaining would be delayed. The appellant asked about the remaining panel. Mularski said the appellant would come back to the Board for that, but first Ms. Ridge would notify her and if an agreement is reached, then there would not be a need to come back. If an agreement is not reached, then the appellant does come back. Mularski said the appellant could opt-out to do things like the cracks and anything that the appellant does not do, the City puts the sidewalks back into the Program. Mr. Pugh said that 45 days from today is September 26. Ridge said she would inform the Board if they can get to a decision within the three weeks.*

**Disposition: Appeal Denied, ruling in favor of the Appellee, with exception to Point 19, of which the item was Remanded with further instructions for the Appellee (City Official).**

[PAB-0004-2022](#)

SIDEWALK MAINTENANCE PROGRAM APPEAL, 336 EMPIRE DRIVE, PARCEL ID 025-002618, ALEKS KUNIS, MANAGING PARTNER, UNITED FAMILY PARTNERS, LLC, APPELLANT;

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DEPARTMENT OF PUBLIC SERVICE & ENGINEERING, APPELLEE

Disposition: Appeal Withdrawn. Refund requested and granted.

**F. UNFINISHED BUSINESS:**

None.

**G. NEW BUSINESS:**

**Next Meeting Date**

The Chair noted that there had been a set of addresses (six or so) that required a second notice to be issued due to returns from the Post Office. As a result, these have a different timeline for an appeal. Additionally, the Chair noted PAB-0001-2022 that had been granted a continuance, which will need a hearing date set. He proposed September 8, 2022, at 7:00 p.m. for meeting again, which would be enough time for the appeal deadline to pass on the batch of reissued notices. There was agreement among the Board for this date to hear PAB-0001-2022 (Lora Marsch) and any other potential appeals. Sweeney asked the Clerk to inform Ms. Marsch of the continuance and hearing date for September 8, 2022. Mr. Pugh asked whether Thursdays would generally be the day for these meetings. Sweeney said that it seemed to work. Others expressed agreement.

**H. POLL MEMBERS FOR COMMENT:**

None.

**I. ADJOURNMENT:**

*With no further business before the Property Appeals Board, the Chair adjourned the meeting at 8:05 p.m.*

*APPROVED by the Property Appeals Board, this  
day of 2022.*

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William Sweeney