The Chairman, Ted Dziurman, called the meeting of the Building Code Board of Appeals to order at 8:30 A.M. on Wednesday, February 6, 2008 in the Lower Level Conference Room of the Troy City Hall.

PRESENT: Ted Dziurman
Rick Kessler
Bill Nelson
Tim Richnak
Frank Zuazo

ALSO PRESENT: Mark Stimac, Director of Building & Zoning
Pamela Pasternak, Recording Secretary

ITEM #1 – APPROVAL OF MINUTES – MEETING OF JANUARY 2, 2008

Motion by Kessler
Supported by Richnak

MOVED, to approve the minutes of the meeting of January 2, 2008 as written.

Yeas: All - 5

MOTION TO APPROVE MINUTES AS WRITTEN CARRIED

ITEM #2 – VARIANCE REQUEST. GREAT LAKES ELECTRIC SIGN COMPANY, 1790 MAPLELAWN, for relief of Chapter 85 to erect three (3) additional wall signs on an existing building.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 85 to erect three (3) additional wall signs. The petitioners are planning to keep an existing 24 square foot wall sign. The plans submitted indicate the three new wall signs will measure 90.25 square feet, 32.5 square feet and 31.875 square feet in area. Section 85.02.05 (C) (5) allows a maximum of three wall signs. One wall sign can measure up to 100 square feet in area, and the other two can measure up to 20 square feet each in area.

Additionally, Section 85.01.05 (C) does not allow a wall sign to project more than 12" out from the building wall or above the roof or parapet line. One of the signs (the largest) will project 4'-6" out from the building and extend 3'-1" above the parapet line.

This item first appeared before this Board at the meeting of January 2, 2008 and was postponed to this meeting to allow the petitioner to present the Board with more detailed information regarding this request; and, also to allow representatives from both the dealership and the Sign Company that is constructing the sign, to appear before the Board.

ITEM #2 – con't.

Mr. Tom Novak of Great Lakes Electric Sign Company, David Fischer, Jr. and Mr. Robert Salenik of Saturn Corporation and Mr.Richard Burke of L & A Architects were present.

Mr. Fischer stated that these signs are a new, updated look for GM and they want to keep their advertising on the cutting edge. The signs will also increase customer convenience. Customers were having a difficult time finding the entranceway to this dealership and the new sign will be a focal point for this entranceway.

Mr. Kessler asked if they had looked into any other sign packages that would be in compliance with the requirements of the Ordinance. All of the buildings in this area are attractive and easily recognizable by the existing signage. Mr. Kessler did not see a hardship that would justify this variance request.

Mr. Novak stated that they were expecting someone from Cummins Sign Company to be present in order to address the concerns of the Board. Mr. Novak stated that he did not believe there was a hardship. Mr. Novak stated that he had been a tool designer and did all of his work in Troy. The Troy Motor Mall has become a showcase for the automotive industry. Mr. Novak said that he believed other signs in the area required variances and the signs that they are proposing would add to the beauty of the area.

Mr. Fischer asked if changing the roof line of the building was considered a hardship.

Mr. Kessler gave examples of a hardship the Board would consider, such as the location of the building, type of landscaping or something else that would run with the land. Each building is different and he does not believe there is anything unique about this building that would justify a variance.

Mr. Richard Burke of L & A Architects stated that the "sky box" sign is an architectural feature to the building. Saturn Corporation has made their product more upscale. Customers coming to this location could not find the front door and this "sky box" sign will enable them easier access and will be in conformance with other dealers across the country. Saturn has tried to keep costs down and that is the reason they are using this design across the country.

Mr. Fischer stated that the cost of the signs and the problem for customer finding the entrance to the building could be considered hardships.

Mr. Kessler informed Mr. Fischer that a hardship cannot be monetary.

Mr. Robert Salenik the architect for Saturn stated that the building was designed in 1990 and signage usually averages 7 to 10 years. The hardship is that this facility is out dated and these signs would be in line with what is happening across the country. As the buildings age, cosmetic improvements are required.

ITEM #2 – con't.

Mr. Dziurman asked if these were replacement signs.

Mr. Novak stated they were just new signs.

Mr. Stimac explained that the "sky box" is a new sign and part of the problem is that the drawings indicate that the sign will extend out 4 ½' from the building, and will extend 3'-1" above the roof line of the building. This sign would be 90.25 square feet. The sign, "Saturn of Troy" is a new sign; and the "Service Center" sign is a replacement sign.

Mr. Fischer suggested that they could leave off the wording "A member of the Suburban Collection" from the Saturn of Troy Sign and also eliminate the word "Center" from the Service sign.

Mr. Stimac stated that the Saturn of Troy sign is 32 square feet. Mr. Stimac asked if that sign could be reduced to 20 square feet. If this was possible and the service sign taken down the only variance required would be the projection of the "sky box" sign from the building.

Mr. Burke stated that he believed they could make this sign 20 square feet. Mr. Burke then asked if this sign could be 15 square feet and one of the other signs 25 square feet to equal the 20 square feet.

Mr. Stimac explained that 20 square feet would be the maximum allowable square footage per sign.

Mr. Stimac stated that the petitioner would have two signs that were each 20 square feet. The projection of the "sky box" is 3 -1" above the parapet line, and 4'-6" from the building.

Mr. Novak asked what the purpose of not having a sign project too far from a building was.

Mr. Stimac stated that this rule applies to what are permitted as wall signs and has to do with how far the setbacks are for the building.

Mr. Novak stated that there is a canopy that extends much farther than the sign would.

Mr. Nelson asked about the Horizon logo proposed on the sign.

Mr. Novak stated that the Horizon logo is part of the over all look of the sign design.

Mr. Nelson asked if that was part of the calculation used in figuring the size of the sign.

Mr. Stimac said that the entire gray box was used.

ITEM #2 – con't.

Mr. Richnak said that he was concerned about the part of the sign that extends out from the roof line.

Mr. Stimac stated that the sign box extends 4 ½' out from the building.

Mr. Burke stated that the reason they want the line to project from the building is because it would not be visible to someone that is between 5' and 5'-1" tall from the ground.

Mr. Kessler said that if the sign were mounted on the awning it would become part of the building as an architectural feature.

Mr. Stimac said that they could raise the arch to the top of the sign and that would eliminate the height of the sign.

Mr. Kessler said that if they made the sign out of the material used for the building it would become part of the building.

Mr. Stimac suggested that they could re-design the wall to make it extend further out.

Mr. Richnak asked what the reason was that the sign is not allowed to extend above the wall.

Mr. Stimac said that the intent of the Ordinance was to limit wall signs to be located on the walls of the building. They would still have to comply with wind load requirements.

Mr. Salenik stated that the Horizon with the logo is one of three or four changes that are being made to the building.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Motion by Nelson
Supported by Kessler

MOVED, to **approve** the request of Great Lakes Electric Sign Company, 1790 Maplelawn, to install a primary wall sign 3'-1" above the parapet line of the roof and 4'-6" out from the building wall, and to **deny** the request for additional square footage for the other wall signs.

- Other signs can be reduced to 20 square feet in order to comply with the Ordinance.

ITEM #2 – con't.

Yeas: All – 5

MOTION TO APRROVE PRIMARY SIGN AND TO DENY ADDITIONAL SQUARE FOOTAGE FOR ADDITIONAL SIGNS CARRIED

ITEM #3 – KEVIN DETERS, METRO DETROIT SIGNS, 2915 COOLIDGE, for relief of Chapter 85 to erect four (4) wall signs, totaling 302.3 square feet, where a maximum of 200 square feet is allowed by Chapter 85.02.05 (C) (3).

In addition, the petitioner is proposing that one of the wall signs will project 2'-3 ½" from the wall and a second sign projecting 19' from the wall. Chapter 85.01.05 (C) does not allow wall signs to project more than 12" from the wall.

Mr. Stimac explained that the petitioner is proposing to erect four (4) wall signs. The site plan submitted proposes four (4) wall signs with an aggregate total of 302.3 square feet. Chapter 85.02.05 (C) (3) allows one wall sign for each building not to exceed 10% of the area of the front of the structure to a maximum size of 200 square feet in area.

Additionally, the petitioner is proposing one of the wall signs to project 2'-3 ½" from the wall, and another sign projecting 19' from the wall. Chapter 85.01.05 (C) does not allow wall signs to project more than 12" from the wall.

Mr. Paul Deters of Metro Detroit Signs, and Mr. David Miller and Mr. Don Waller of Cameron Mitchell Restaurants were present.

Mr. Miller stated that this is the first restaurant of this type in the country and is considered a prototype. This is a new brand, with no previous recognition and they want clients to be able to locate this restaurant. Existing landscaping does create some challenges for this building. This is a free-standing building with three (3) visible sides. Mr. Miller also stated that they are not able to make use of the monument sign.

Mr. Deters explained that the signs projecting 2'-3 ½" from the wall are actually on ledges, which is part of the architectural feature. The owners wish to accent these signs with lighting behind the letters on the facades and if these signs were required to be flush with the wall, they would not be able to put these lights in.

Mr. Dziurman said that the petitioner is proposing to put one sign on Big Beaver and one on Coolidge and asked where the other two signs were going to be.

Mr. Miller stated that the largest sign is along the curvature of the building. It will be internally illuminated and will be very sophisticated. One sign will be placed on the west side of the building and the other on the south side. The sign on the west side of the building will be to show where to come into the parking lot from Big Beaver. The sign

ITEM #3 – con't.

on the south side of the building will show the entrance approaching from the south on Coolidge. The front canopy is an architectural feature and is to look at the brand.

Mr. Richnak asked if a variance would still be required if the sign on the south side of the building were reduced to 20 square feet.

Mr. Stimac said that because of the zoning on this building they are limited to one wall sign. A variance is required for the number of signs they wish to erect and for the projection of the signs from the building.

Mr. Richnak asked how the sign on the curved face of the building is calculated.

Mr. Stimac said that it cannot be more than 10% of the face of the building, and the formula is width along the curve by the height of the letters.

Mr. Dziurman asked what the difference was between the sign that is 54 square feet and the sign that is 78 square feet.

Mr. Stimac said that the height of the letters for the sign on the south side of the building is 2'-6" in height, and the letters for the sign on the west side of the building is 3'-9".

Mr. Dziurman asked if the signs could both be 54 square feet.

Mr. Miller said that they could.

Mr. Kessler asked what the hardship was to allow four (4) signs in lieu of one (1) sign.

Mr. Miller said that he feels the location of the building creates a hardship.

Mr. Kessler asked why they would not utilize the monument sign.

Mr. Miller explained that the landlord wants his building to be on the primary ground sign and they do not believe they would get the visibility they want.

Mr. Kessler asked how many seats would be in this restaurant.

Mr. Waller said that with the patio there are approximately 370 seats.

Mr. Kessler stated that he does not think the signage is critical for this type of restaurant. This building is a corner location and will be very visible. There is a lot of new building that is being proposed for Troy and Mr. Kessler does not wish to set a precedent by allowing this many signs on a building. Mr. Kessler also stated that he did not see a hardship that would allow a variance for this many signs and in his opinion this building has the best exposure and would have a good draw.

ITEM #3 – con't.

Mr. Miller disagreed with Mr. Kessler and stated that in his opinion signage is critical to the success of a restaurant. He gave an example of a restaurant that they have in Livonia. Their restaurant has a good deal of signage and is located next to a restaurant that does not have as many signs. Their restaurant has been very successful, while the other restaurant is not doing as well. In this marketplace they are very concerned that it is necessary that the building and signage both stand out. This is the largest project their company has undertaken and they are trying to insure the success of this restaurant.

The Chairman opened the Public Hearing.

Mr. Rob Peters, Architectural Coordinator of Somerset Mall was present. Mr. Peters objected to this request as he stated that they have opened six restaurants in this area and all of the signage for these restaurants complies with the Ordinance. Mr. Peters believe that granting this variance will set a precedent and the restaurants that have complied with the requirements of the Ordinance would be at a disadvantage.

No one else wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

Mr. Miller stated that these restaurants were covered under a different zoning district and therefore would have different requirements.

Mr. Stimac stated that part of this area is covered by a Consent Judgment and the south side of Big Beaver is zoned B-2 and does have different provisions. A free standing restaurant would be permitted to have any number of signs up to 10% of the front area of the building. If this site was in a B-zoned district they would be allowed to have four (4) signs but they could not be more than 200 square feet and they could not project from the wall.

Mr. Richnak asked what the purpose of the sign was that indicates "fish, steaks, cocktails".

Mr. Miller stated that was the "branding" sign which lets people know what is available at the restaurant. It denotes the offerings of the restaurant.

Mr. Dziurman asked for clarification on the projection on the building.

Mr. Miller stated that the signs will be on the ledges, which are architectural features of the building.

ITEM #3 – con't.

Mr. Stimac stated the east elevation has an over-hang that circles around the front of the building and a sign on this overhang can't be more than 12" from the wall.

Mr. Zuazo asked if the signs would present an obstacle to other restaurants in the area.

Mr. Miller said that he did not believe they would offer an obstruction and also stated that McCormick and Schick have two (2) wall signs.

Mr. Zuazo asked if the projection of the sign would be an obstacle to McCormick & Schmick.

Mr. Waller stated that their building is behind the tree line and he did not see how this would affect McCormick and Schmick at all.

Mr. Peters stated that the signs on the existing restaurants do not advertise the "brand".

Mr. Kessler stated that many people have come before this Board for relief of the Ordinance to put signs on all sides of a building. The Board has to determine what the hardship is to allow a variance. This corner is not unique. There are a lot of elements which will make to a very successful business, not just signage. Landscaping and lighting can achieve what the petitioner is looking for. There is no hardship with this site that will allow more than what the Ordinance allows.

Mr. Richnak asked if the words "fish, steak, cocktails" were incorporated into the main sign, if the sign would then comply.

Mr. Stimac stated that the maximum size for this sign is 200 square feet.

Mr. Richnak asked if they could add 42 square feet of additional signage.

Mr. Stimac stated that if the main sign was 200 square feet or less and less than 12" from the building wall, it would be allowed.

Mr. Deters stated that because of the location of the building and the drives entering into this site, anyone driving north bound on Coolidge or east bound on Big Beaver would pass the site before they were able to turn in. It will become a challenge for them to turn around and go back to the location.

Mr. Peters stated that in his opinion this was a self-created hardship.

Mr. Kessler asked if they had explored the possibility of mounting "Ocean Club" on the wall of the building.

ITEM #3 – con't.

Mr. Miller stated that they wished to add lighting behind the sign and this is why they wished to attached it to the canopy.

Mr. Kessler stated that he understands that they wish to illuminate the sign. Mr. Kessler also stated that he does not believe it would be a hardship for people to turn around and go back to this location as there are boulevards along Big Beaver which facilitate these turns. Mr. Kessler said that there is a lot of exposure to people making the turns on the corner.

Mr. Miller asked if they could have the number of signs they are requesting if they were reduced to meet the 200 square foot requirement. The signs on the west and south sides of the building will allow people to find the entrances to this building. If they reduce the height of the letters they would be able to comply with the 200 square foot requirement.

Mr. Kessler stated that he was concerned about the number of signs and would like the petitioner to look at other options to reduce the number of signs.

Mr. Nelson asked the petitioner if the signs could be put up within 12" of the wall and still be illuminated.

Mr. Miller stated that they need the space behind the signs in order to clean the building.

Mr. Kessler stated that this is strictly a design element in putting lighting behind the letters.

Mr. Miller proposed the following to the Board: the letters in the sign on the south side of the building would go from 30" high to 24" high; the letters in the sign on the west side of the building could go down to 2'; the large sign on the curvature of the building would go from a letter height of 44" to 36" and would be shortened in length.

Mr. Kessler stated that he thinks four (4) signs are too many and asked if one sign could be eliminated.

Mr. Deters stated that no matter where you are standing by this building, you will only be able to see one sign at any given time. You will never see more than one sign. This is due to the unique configuration of the building.

Mr. Nelson asked if the petitioner was planning to reduce the sign that reads "fish, steak, cocktails'?

Mr. Miller stated that if the Board wished them to eliminate a sign this would be the sign that they would eliminate.

ITEM #3 – con't.

Mr. Kessler asked if they could incorporate this sign into the larger sign.

Mr. Miller said that if that sign was on a straight wall they could do that, but not on the curvature of the building.

Mr. Kessler asked if they had any similar signage at other locations. Mr. Miller said that they have a similar sign in Columbus, OH and gave the Board pictures of this sign.

Motion by Nelson
Supported by Richnak

MOVED, to grant Kevin Deters**,** Metro Detroit Signs, 2915 Coolidge**,** relief of Chapter 85 to erect three (3) wall signs, totaling 200 square feet in area and to allow one of those signs to project 2'-3 1/2" in front of the wall.

- Hardship is that this building has three-sided exposure.
- Sign that reads "fish, steak, cocktails" will be eliminated.
- Total signage will meet the 200 square foot requirement.
- Signs will not project beyond the ledge of the building.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

ITEM #4 - INTERPRETATION REQUESTED. BRIAN J. TOGNETTI, REPRESENTING TRAVELER'S INSURANCE, 100 E. BIG BEAVER & 888 W. BIG BEAVER, for relief of the 2003 Michigan Building Code to repair damaged roofing on these buildings, rather than replace both roofs.

Mr. Stimac explained that the roofs of the two above referenced buildings were damaged by a wind storm in 2007. The extent of the damage and the background conditions of the roofs is outlined in the report prepared by Christopher Campbell of the consulting firm NTH and dated October 25, 2007. Based upon the extent of damage to the roof he, in a letter dated December 21, 2007, determined that the provisions of the Michigan Building Code required that the roof systems be removed down to the roof decking as part of the scope of work of this project. The petitioner, representing the insurance carrier for these buildings, is asking for an interpretation that the scope of work on these buildings is a roof repair and therefore not subject to the requirements to remove the existing roofing systems. The petitioner is citing Section 3403.3 of the Michigan Building Code as the basis for his appeal. The Board has been provided with copies of the pertinent sections of the codes and a copy of the report from NTH Consultants dated October 25, 2007 that was referenced in the letter of December 21, 2007.

ITEM #4 – con't.

Mr. Dziurman stated that he had worked for NTH Consultants in the past and knew Mr. Campbell and did not believe he would vote on this request.

Mr. Dziurman asked for a history on this request.

Mr. Stimac explained that the building owner has contacted him as to what was required for a roof repair of these buildings. The Building Department has not inspected these roofs at this time and we do not typically issue permits for new roofs. A decision was formed based on the information provided in the reports based on the requirements of the Building Code. The Insurance Carrier for the building asked that a determination be undertaken as to whether these roofs could be repaired or if they needed to be replaced.

Mr. James Jonas, of Redico Management Company and Mr. Chris Campbell of NTH Consultants, and Mr. Brian Tognetti, Project Manager of WJE were present. Mr. Tognetti was representing the Travelers Insurance Company.

Mr. Campbell stated that he was hired as a consultant to look at this issue. Mr. Campbell stated that he supports Mr. Stimac decision and agrees that these roofs need to be replaced. Based on their observations of the damage on both roofs it is clear that the Building Code warranted removal of two (2) roofs. There are two (2) layers of roof and the minimum requirement is that these layers be removed and a new roof put on the buildings. The existing two (2) roofs are clearly covered in the 2003 Michigan Building Code. If the roof is damaged by more than 50% you are required to remove the two layers and put on a new roof. The roof deck that is in place may well have been compromised when the first roof failed and also when the second roof failed. Mr. Campbell stated that the lowest building is approximately 175' in height and the taller building is approximately 180' in height. At these heights, the wind is much stronger and this is what caused the damage to these buildings.

Mr. Dziurman asked if they could observe the decking from the underside and Mr. Campbell indicated that they could but it has a spray applied fire proofing on it.

Mr. Jonas said that these roofs are getting a much higher wind load than what is on the ground. The wind is very strong on the top of the roofs. These roofs were installed within a month of each other and they both were damaged at the same time. Mr. Jonas stated that he was concerned because the roof was glued down to the underlayment. The wind separated the roof from the board underneath. The existing deck is over twenty years old and they have found leaks in the interior offices.

Mr. Campbell stated that due to the magnitude of the damage observed, it is his opinion that this roof system has failed and the roofs need to be removed and replaced.

ITEM #4 – con't.

Mr. Stimac stated that there is no dispute that the roofs were damaged and some form of action needs to be taken to bring these buildings up to the Building Code. The issue before this Board is the scope of work that is required to bring these roofs into compliance: A. taking the existing roof layers off and replacing with a new roof, or, B. taking part of the roof off and repairing the damaged areas.

Mr. Stimac went on to say that the Michigan Building Code would allow the owner to repair just the portion of the roof that is damaged, however, according to his interpretation of the Code he believes that you have to take the roofs down to the deck to fix the roofs.

Mr. Tognetti stated that Chapter 34 of the Michigan Building Code states that the damaged portion could be removed and reconstructed to fix the roof. When damage occurs, a building owner has the option to fix the roof. Mr. Tognetti does not believe this is a re-roofing project. Mr. Tognetti contacted a representative of the ICC and has gotten a letter indicating that they agree with his assessment that replacement of the roof is not required. Part of the roof is water soaked and they would remove the damaged portion of the second roof and replace these damaged portions. The building owner wants new roofs and there is no language regarding the cost of damaged roofs. The cost to repair these roofs is approximately $50,000.00, and replacement would be approximately $300,000.00. Mr. Tognetti stated that the minimum requirement is that roof repairs be performed.

Mr. Dziurman asked what the life of a roof repair would be.

Mr. Tognetti said he thought it was approximately 10 years.

Mr. Dziurman asked if this was an economical question.

Mr. Tognetti stated that was correct and he would not want this to be precedent setting. Mr. Tognetti believes this interpretation of the Code is enlarged.

Mr. Campbell stated that Lutz Roofing Company gave the owners a proposal but that the owner did not feel the solution was adequate. This is a structural situation and the roof system should have an average roof life of 18 – 20 years. He noted that the letter from ICC would defer to the decision of the Building Official.

Mr. Jonas stated that the original roof was installed under the Building Code and in his opinion the solution is to create a mechanically attached roof.

Mr. Kessler stated that the letter from ICC indicates that there is a need to verify that the roof system assembly is 100% compliant when the job is completed. The language of the Code states that you have to make sure when covering the roof that there is not a deficiency. If you remove one of the layers the question remains as to how the decking

ITEM #4 – con't.

will be affected. The second layer of material that is damaged could cause damage to the first layer of material. The intent of the code is overall conformance of the roof. Mr. Kessler stated that he does not believe you can achieve the same installation when you already have two layers. Mr. Kessler stated that it is his opinion that the entire roof needs to be removed and replaced.

Mr. Tognetti stated that the roofing manufacturer will allow a single ply membrane to go over the first layer. Mr. Tognetti stated that they are not proposing anything that is non-conforming.

Mr. Kessler stated that he believes the interpretation from ICC agrees with Mr. Stimac's interpretation that the roof needs to be replaced.

Mr. Stimac addressed question #3 in the letter from ICC and states that he believes it does agree with his interpretation as Article 34 does not have definitions for repair of the roof. Article 1502.01 defines "roof repair" as the "reconstruction or renewal of any part of an existing roof for the purpose of its maintenance". The work that is proposed is not a repair but a roof replacement. When you have two layers of roofing you have to take them off and go down to the deck, and when you have gone through two layers it is time to look at the deck to make sure it is code compliant. A third roofing system requires that you remove the two layers and go down to the deck.

Mr. Tognetti said that while repairing the second roof system you will be able to see any damaged portions beneath. This is a repair. Mr. Tognetti also said that he does not see how this Board would not allow a roof repair to continue. This repair would not be contrary to what is allowed. The integrity of the roof needs to be known. As of their inspection they do not have any indication that the structural integrity has been compromised.

Mr. Tognetti went on to say that they can remove and replace the damaged material but could not put up a third roof covering. He does not think this is a technical issue, thinks that it is a fundamentally economic decision. Mr. Tognetti stated that he would like this roof repair to be allowed.

Mr. Kessler stated that this issue is being looked at as a Code requirement decision that the Board would render regardless of who would ask the question. There are a lot of issues brought before this Board that the Board says "no" to. The Board is not trying to help someone getting something that they are asking for and is not trying to help a Troy business owner with their insurance company.

Mr. Stimac stated that this is a Code question and the answer from ICC would be the same no matter who was asking the questions.

ITEM #4 – con't.

Mr. Dziurman stated that the building owner should have his choice of whether he wants to repair or replace the roof. Mr. Dziurman said that he feels a roof replacement would be much better.

Mr. Stimac stated that repair is defined as using the same material on the roof to return it to its original condition. A reconstruction also uses the same materials to bring it back. Replacement is when you are removing the damaged portions of the roof, throwing the materials away, and bringing new materials in to fix the roof that would give you a weather tight roof. Furthermore, the Code states that if you can take that material and use it to fix the damage; you are permitted to do it. If you are going to replace the material, the Building Code can state what kind of materials are allowed. When you have two existing layers on a building you have to remove these layers to put new roofing materials down.

Mr. Tognetti stated that you have to remove two layers to put new materials down, but the re-hab Code has repair defined in full. A roof repair can include removing and replacement of material on a roof. You can't use damaged materials to repair a roof.

Mr. Kessler asked how Mr. Tognetti would define a replacement.

Mr. Tognetti stated that would be done when the roof was not damaged. The roof would be considered old and they would put down new materials. He believes this could be considered either a replacement or repair.

Mr. Zuazo asked if the local codes override the ICC.

Mr. Stimac stated that the local jurisdictions enforce the Michigan Building Code and Michigan can modify the ICC code provisions but the language in the Michigan Code is identical to the ICC Code.

Mr. Jonas stated that if it was not for the Re-hab Code they would not have been able to do anything with a lot of the buildings in Troy.

Mr. Stimac stated that the Re-hab Code was written to deal with existing buildings and how to bring them up to Code compliance with minimum regulations of health, safety and welfare different than that for a new building. It is the option of the owner on which code to use. If there is damage more than 50%, it would not be a good idea to use the Re-hab Code. If something is damaged more than 50%, it is Mr. Stimac's opinion that you have to take everything off. All of the roofing would need to be removed down to the deck and take a good look at conditions of the deck connections and repair whatever was required.

Mr. Nelson asked if roofing material had any type of rating on it.

ITEM #4 – con't.

Mr. Stimac said that there is a requirement for the Class of the roofing material, but he had not looked into it.

Mr. Tognetti stated that they often use the Re-hab Code and they are proposing to look at the structural integrity of the building. If portions of the roof system were found to be compromised, structural repairs would be made and would be brought up to Code.

Mr. Dziurman asked how they planned to fix this roof if they did not go down to the roof deck.

Mr. Tognetti stated that they would provide a set of drawings indicating the scope of work. They would do test cuts on all areas. City Center building has an upper and lower roof. Mr. Tognetti also stated that they had used an infra-red analysis of the roof and it was determined that only 40% was compromised by moisture.

Mr. Dziurman stated that he had some concerns about the deck since 40 or 50 cuts would be made.

Mr. Tognetti stated that they can statistically analyze how many cuts would be necessary to get a 95% degree of certainty of the conditions.

Mr. Dziurman asked if there was concern about the metal decking.

Mr. Kessler said that the Board is here for an interpretation of a decision that was made. Going back to Section 1510.3, this discussion is about recovering or replacement of the roof. There is a large amount of wet areas, and multiple layers could have water damage.

Mr. Tognetti stated that they are not adding a new roof covering, but are doing a roof repair. The owner has the right to choose what he wants to do.

Mr. Kessler stated that it is very clear that the intent of 1510.3 applies to this situation.

Mr. Tognetti said that it is not one versus the other but this project can be done using this language or by using the language out of Section 34. These roofs can be repaired without violating the Code.

Mr. Kessler stated that when you look at Section 34 it is not inclusive of every requirement, but gives you a look at the scope section of the Code.

Mr. Tognetti said that when these materials are replaced they will comply with Section 34.

ITEM #4 – con't.

Mr. Stimac stated that the roof replacement provisions of Section 1510.3 would apply and both layers must be removed before a new roof covering could be installed.

Mr. Dziurman asked if it would be different if only one roof layer existed.

Mr. Stimac stated that the definition of a roof replacement is to remove the existing roof covering and put on a new roof covering. The extent of the damage to these roofs is much more than what would be considered a repair under regular maintenance.

Mr. Nelson asked what would constitute the repair of a roof membrane.

Mr. Stimac stated if you dropped a screwdriver through a membrane and were able to use a small patch to repair the damage, this would be considered a repair.

Motion by Nelson
Supported by Zuazo

MOVED, to uphold the interpretation of Mr. Stimac regarding Brian J. Tognetti, representing Traveler's Insurance, 100 E. Big Beaver and 888 W. Big Beaver, request to repair rather than replace two (2) damaged roofs.

- Scope of work involved is a roof replacement vs. a repair.
- Article 34 requires compliance with the provisions listed in Section 1510.3.

Yeas: 4 – Kessler, Nelson, Richnak, Zuazo
Abstain: 1 - Dziurman

MOTION TO AGREE WITH MR. STIMAC'S INTERPRETATION CARRIED

The Building Code Board of Appeals meeting adjourned at 11:32 A.M.

Ted Dziurman, Chairman

Pamela Pasternak, Recording Secretary