

City of Willowick BOARD OF ZONING APPEALS

Wednesday, April 10, 2024 at 7:30 PM City Council Chambers

ADA NOTICE

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

AGENDA

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CHAIRMAN SWEAR IN APPLICANT(S) & AUDIENCE MEMBERS WHO WILL BE GIVING TESTIMONY.

APPROVAL OF MINUTES

- 1. BZA Minutes 2/14/2024 Condensed
- 2. BZA Minutes 2/14/2024 Complete
- 3. Case 24-3 Roger Earley

NEW BUSINESS

OLD BUSINESS

ADJOURNMENT

File Attachments for Item:

1. BZA Minutes 2/14/2024 Condensed

		1	1	MS. CLARKE: Second. Item #	#1.
	1		2	MR. KOUDELA: Thank you, Mr. Hil	Ι.
		RD OF ZONING APPEALS	3	Roll call, please.	
	3		4	MADAM SECRETARY: Mr. Koudela	?
	4 5		5	MR. KOUDELA: Aye.	•
	6		6	MADAM SECRETARY: Mr. Flaisig?	
		WEDNESDAY, FEBRUARY 14, 2024,	-	-	
		MMENCING AT 7:30 P.M.	7	MR. FLAISIG: Aye.	
	9		8	MADAM SECRETARY: Mr. Yarletts?	,
	10		9	MR. YARLETTS: Aye.	
	11 BOARD MEMBERS:	NICK KOUDELA	10	MADAM SECRETARY: Mr. Hill?	
	12	RICH HILL TOM FLAISIG	11	MR. HILL: Aye.	
	13	PHIL YARLETTS DEBBIE CLARKE	12	MADAM SECRETARY: And, Ms. Cla	irke?
	14 ALSO PRESENT:	STEDUANTE LANCRAE ECO	13	MS. CLARKE: Aye.	
	15 ALSO FRESENT.	STEPHANIE LANGRAF, ESQ.	14	MR. KOUDELA: Okay. Before us	
	16 MADAM SECRETARY:	CHRISTINE MORGAN	15	tonight we have two cases. If I can have	
	17		16	anybody that's here for or against, I'd	
	18 TRANSCRIBED BY:	BRIAN KUEBLER	17	like to swear you in. If you can raise	
	19		18	your right hand please, anyone who's goin	q
	20		19	to be speaking here today.	-
	21		20	MR. O'BRIEN: My name's Mark	
	22 23		21	O'Brien with me here today	
	23		22	MR. KOUDELA: Can you just please	_
	25		23	raise your right hand? Do you, do you	
			23	swear to tell the truth during these	
			24	proceedings here today?	
		0	25	proceedings here today:	
		2			
1	-	UDELA: Let's stand and do	1	MR. O'BRIEN: Yes.	
2	MR. KOI the pledge, plea		2	MR. O'BRIEN: Yes. MS. HARTMAN: Stephanie Hartma	n.
2 3	the pledge, plea	ise.	2 3	MR. O'BRIEN: Yes. MS. HARTMAN: Stephanie Hartma I swear to tell the truth.	
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1	MR. O'BRIEN: Okay.	1	Property Maintenance Code. Item	#1.
2	BZA MEMBER: So, first one	2	My client's representative who is	
3	first one we're going to discuss is Case	3	here to testify with me today will state	
4	No. 24-1. This is in regards to a	4	that they attempted to ameliorate the	
5	maintenance violation dated 1/24/24,	5	problem, but they were unable to do so	
6	Apartment 850 East Building.	6	because they could not gain admittance to	0
7	If you could just kind of state	7	the property.	
8	your reasoning what we're here for today.	8	That when they went with their	
9	MR. O'BRIEN: So, we are here	9	with the property's pest control company,	,
10	today because Mr. Brennan filed or	10	that they attempted to gain entry and the	9
11	served upon our clients a Notice of	11	the tenant who lived there would not	
12	Violations titled a Property Maintenance	12	allow them entry.	
13	Notice with respect to the International	13	They tried to key in and the	
14	Property Maintenance Code Section 309.1 in	14	tenant who was there in the apartment ha	ad
15	which it states all structures shall be	15	barred the chain on the door. They had	
16	kept free from insect and rodent	16	prevented them from any entrance. They	/
17	infestation. All structures in which	17	would not let them in and would not let	
18	insect or rodents are found shall be	18	them provide treatment for the infestation	n.
19	promptly exterminated by approved process	19	With me today is Stephanie	
20	that will not be injurious to human health.	20	Hartman.	
21	Mr. Brennan then ordered in his	21	Stephanie, can you step up to the	e
22	violation notice that the tenant that	22	podium.	
23	the property owner shall properly	23	MS. HARTMAN: Yes. Hello.	
24	exterminate all insects and roaches	24	MR. KOUDELA: Can you say your	
25	throughout Apartment No. 850 East Building	25	name and address for the record, please.	
	6		8	3
1	6 and submit copies of reports and invoices,	1	8 MS. HARTMAN: Do you want my	
1 2		2		
	and submit copies of reports and invoices,		MS. HARTMAN: Do you want my	
2	and submit copies of reports and invoices, his compliance date, as stated in the	2	MS. HARTMAN: Do you want my address?	
2 3	and submit copies of reports and invoices, his compliance date, as stated in the notice, was January 29th or a five-day thereafter. My client contends that, first of all, that such compliance date is not	2 3 4 5	MS. HARTMAN: Do you want my address? MR. O'BRIEN: Just Shoregate Towers. MR. KOUDELA: Just Shoregate	
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		9		-	ltem #1.
1		property"?	1		Okay.
2	Α.	I have to look over all every little aspect of	2		so, they were in the unit.
3		it. Leasing, making sure my maintenance guys are	3		Okay. And you're the one who took this video?
4		doing what they're supposed to be doing, making	4		I did.
5		sure this company is doing what they're supposed	5	Q.	Okay. So why were you there with him?
6		to be doing, which is the pest control.	6	Α.	To prove that they refused anybody to go into the
7	Q.	Okay. And did you receive the Property	7		unit.
8		Maintenance Violation Notice that we're on here	8	Q.	Okay. And by refusing you mean they have the
9		today? I'll show you a copy of it. It's a	9		security lock bar from the inside?
10		Property Maintenance Violation Notice dated	10	Α.	Yes.
11		January 24th, 2024.	11	Q.	Okay. And so, you knocked, announced yourselves,
12		Are you familiar with this notice?	12		they would not let you in?
13	Α.	Yes.	13	Α.	Correct.
14	Q.	Okay. And this is a notice which is attached,	14	Q.	And this is what day?
15		Exhibit B, to our Notice of Appeal; is that	15	Α.	Is it okay if I look on my phone to see what it
16		correct?	16		is?
17	Α.	Correct.	17	Q.	Yes.
18	Q.	Okay. Do you remember this notice?	18	Α.	Okay. I believe I sent it to you the exact same
19	Α.	l do.	19		day. This was January 26th at 2:34 P.M.
20	Q.	Okay. What action did you take when you got this	20	Q.	Okay. So, that's two days after you got the
21		notice?	21		notice, right?
22	Α.	I went with the pest control company to the unit.	22	Α.	Correct.
23		And I videoed to make sure, because he said he	23		And Sean, you referred to Sean, he's the
24		could not gain entry, so I said, I'm going to go	24	-	gentleman in the video who looked do you know
25		with you because I have to make sure that I can	25		his last name?
		с С			
		10			12
1		10 prove it. And I videoed the fact that they would	1	Α.	12 L don't
1 2		prove it. And I videoed the fact that they would	_	A. Q.	I don't.
2		prove it. And I videoed the fact that they would not allow him in. He tried to key in and they	2	Q.	I don't. Sean Ford, does that sound familiar?
2 3	0	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so	2 3	Q. A.	I don't. Sean Ford, does that sound familiar? Yes.
2 3 4	Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for	2 3 4	Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom?
2 3 4 5		prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first.	2 3 4 5	Q. A. Q. A.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic]
2 3 4 5 6	A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay.	2 3 4 5 6	Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control.
2 3 4 5 6 7	A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front	2 3 4 5 6 7	Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich.
2 3 4 5 6 7 8	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do.	2 3 4 5 6 7 8	Q. A. Q. A. Q. A.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil.
2 3 4 5 6 7 8 9	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video?	2 3 4 5 6 7 8 9	Q. A. Q. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes.
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2 3 4 5 6 7 8 9 10 11	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video?	2 3 4 5 6 7 8 9 10 11	Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often?
2 3 4 5 6 7 8 9 10 11 12	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board.	2 3 4 5 6 7 8 9 10 11 12	Q. A. Q. A. Q. A. Q. A.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday.
2 3 4 5 6 7 8 9 10 11 12 13	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then	2 3 4 5 6 7 8 9 10 11 12 13	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday?
2 3 4 5 6 7 8 9 10 11 12 13 14	A. Q. A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board.	2 3 4 5 6 7 8 9 10 11 12 13 14	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A. Q. A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board. (Thereupon, video played.) First of all, can you tell me what's happening	2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the unit or outside of the building. He also does
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Q. A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board. First of all, can you tell me what's happening here.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the unit or outside of the building. He also does the inside. He does the common areas. He does
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Q. A. Q. A. Q. A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board. (Thereupon, video played.) First of all, can you tell me what's happening here. This is Sean trying to get into the unit and it's locked. And what does he do? He tries to key into the unit. After knocking the door, right? After he knocks.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. A. Q.	<pre>I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the unit or outside of the building. He also does the inside. He does the common areas. He does garbage chutes and But if you have some units that require attention, he does those units? Yes. And that's 18 units, right? 18 units.</pre>

		13		·	
1		notice, right?	1	amount of time. Item #1.	
2	Α.	Correct.	2	So, we are asking the City to	I
3	Q.	And you attempted to have him treat the unit?	3	amend, at the very least, the Violation	
4		Correct.	4	Notice to allow my client enough time to	
5	Q.	But were unsuccessful?	5	bring the property back into the	
6	Α.	Exactly.	6	compliance, which would include then, you	
7		And why were you unsuccessful?	7	know, giving them enough time to get the	
8		They refused to let us in.	8	tenant who will not let them in, to let	
9		MR. O'BRIEN: I'll play this for	9	them in to perform what needs to be	
10		the Board then. I've got a copy for you as	10	performed, which is infestation this	
11		well. I'll stand here if that's okay.	11	instance.	
12		Can everybody see this?	12	MR. KOUDELA: Okay.	
13		MS. LANGRAF: Do you have a copy	13	MR. O'BRIEN: Thank you.	
14		for the Clerk?	14	MR. FLAISIG: Mr. O'Brien, is that	
15		MR. O'BRIEN: We have a copy, but	15	tenant still occupying Apartment 850?	
16		I'll just play it one time for everybody.	16	MS. HARTMAN: She is currently	
17			17	under eviction, so I'm just waiting on that	
18		(Thereupon, video played.)	18	timeframe.	
19			19	MR. O'BRIEN: Yeah, We filed an	
20		MR. KOUDELA: Okay. Mr. O'Brien,	20	eviction case in the Willoughby Municipal	
21		if you're if you're ready, back to my	21	Court. This is one of the Section 8	
22		initial question. What are we doing here	22	tenants from the Lake Municipal Housing	
23		today? What are you	23	Authority.	
24		MR. O'BRIEN: We are into	24	Lake Municipal Housing Authority	
25		MR. KOUDELA: looking to do?	25	has terminated their contracts with	
		14			
		14		16	
1		MR. O'BRIEN: We are here today	1	16 Shoregate Towers. Those units those	
1 2			1 2		
		MR. O'BRIEN: We are here today		Shoregate Towers. Those units those	
2		MR. O'BRIEN: We are here today because we would like the Board to agree	2	Shoregate Towers. Those units those tenants who have failed to vacate their	
2 3		MR. O'BRIEN: We are here today because we would like the Board to agree with us that the Violation Notice does not	2 3	Shoregate Towers. Those units those tenants who have failed to vacate their units and find new housing and who are not	
2 3 4		MR. O'BRIEN: We are here today because we would like the Board to agree with us that the Violation Notice does not comply with the 2015 Property Maintenance	2 3 4	Shoregate Towers. Those units those tenants who have failed to vacate their units and find new housing and who are not paying their rent, are now being evicted	
2 3 4 5		MR. O'BRIEN: We are here today because we would like the Board to agree with us that the Violation Notice does not comply with the 2015 Property Maintenance Code because it does not provide an	2 3 4 5	Shoregate Towers. Those units those tenants who have failed to vacate their units and find new housing and who are not paying their rent, are now being evicted for non payment of rent.	
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		1	
4	17 MR. O'RRIEN: Thank you	4	technician for Ehrlich Pest Control th
1	MR. O'BRIEN: Thank you.	1	
2	MR. FLAISIG: Now do you have	2	could that has been coming, I don't
3	video of your attempts on February 2nd and	3	know, probably a couple years, before your
4	February 9th, the two Fridays after your	4	time
5	26th attempt of attempting to gain access	5	MS. HARTMAN: Yeah.
6	to the property?	6	MR. O'BRIEN: to perform pest
7	MR. O'BRIEN: I have not	7	control maintenance at the property every
8	[unintelligible] no, but will this	8	Friday.
9	tenant allow you to gain entry to that	9	MS. LANGRAF: : Sure.
10	unit?	10	MR. O'BRIEN: And so, they they
11	MS. HARTMAN: No, they will not	11	have a contract that says that Ehrlich will
12	answer any phone calls, they will not	12	will will treat not just common areas
13	answer any messages. They want nothing to	13	in the building, but they'll also treat a
14	do with me.	14	number of units every Friday, that's 18
15	MR. O'BRIEN: The point is just	15	units.
16	that the Property Maintenance Code states	16	So, if Stephanie tells them that
17	that notice shall be given and that the	17	we need these units treated, they will go
18	notice shall include a reasonable time in	18	treat them.
19	which to ameliorate the problem and to	19	MS. LANGRAF: : Okay. So, on the
20	bring the property back into compliance.	20	24th, you got a notice from the City that
21	The Code also requires or also	21	there was an issue in Apartment 850. Do
22	states that not just the building owner or	22	you know if that apartment was already
23	the property owner, but also the occupant	23	scheduled with Sean that day or did you
24	of the unit, you know, can be cited for	24	tell them to go there?
25	such for any [unintelligible] under the	25	MS. HARTMAN: I'm sorry, repeat
	18		20
1	18 Code. And in this case, the occupant	1	20 the question. Because it would've been for
1 2		1 2	
	Code. And in this case, the occupant wasn't cited, but only the property. MS. CLARKE: Mr. O'Brien, I just		the question. Because it would've been for
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	21		
1	MS. LANGRAF: : 29th. But you	1	unit, two-tower apartment building to <i>Item #1.</i>
		1	
2	served it on the City on the MR. O'BRIEN: And for some reason	2	have one bug in the unit.
3		3	And I know you would understand
4	it says received on the 26th.	4	what substitute process is, I don't think
5	MS. LANGRAF: : Yeah.	5	necessarily the Board does, but I don't
6	MR. O'BRIEN: And I know because	6	think that the Code complies with due
7	when I arrived I saw Mr. Brennan at the	7	process in that regard because I think it's
8	window, and I was given or no, no,	8	impossible not to have one bug in an entire
9	that's not right. I came, I brought it in	9	apartment complex of this size.
10	the 26th, and then I was told to come back	10	MS. LANGRAF: : So as of today,
11	on the 29th. So yes, I filed this on the	11	you haven't been able to get into the
12	26th.	12	apartment?
13	MS. LANGRAF: : Okay.	13	MS. HARTMAN: I have not.
14	MR. BRENNAN: Mr. Chairman	14	MS. LANGRAF: : So, you're asking
15	MR. KOUDELA: Yes.	15	for until March, what? 20th?
16	MR. BRENNAN: I believe this	16	MR. O'BRIEN: We anticipate that
17	was a Friday.	17	on March 4th, barring anybody, you know,
18	MR. O'BRIEN: Yeah, so I came in	18	entering an appearance on behalf of the
19	on a Friday.	19	tenant and asking for an extension or
20	MR. BRENNAN: Yeah, it was on a	20	anything, we anticipate that this person
21	Friday, and I don't know exactly what the	21	will be will that my client will
22	date was on that Friday.	22	receive a writ of restitution allowing 7 to
23	MR. O'BRIEN: That was the 26th.	23	10 days for the person to get out as of
24	It was the 26th, and then Sean said the	24	March 4th.
25	secretary wasn't there, and then I get	25	So I would anticipate that by the
	22		24
1	called and I got called and I came back on	1	middle of March this person should have
2	the 29th and gave him the check, and I got	2	been removed from the property and they can
3	and then received the paperwork on that	3	get in problems for the towers is that
4	date. But yes, I was there on the 26th	4	there are numerous tenants there are
5	because if we believe that a Violation	5	numerous tenants who are very good tenants
6	Notice did not comply with the Code, that	6	and there are numerous tenants who were
7	we have 20 days then to under the	7	very bad tenants and they're in the process
8	Code to file an appeal with this Board.	8	of evicting evicting all the very bad
9	And I didn't believe that at that	9	tenants. The ones who do not comply with
10	time that giving five days' notice to	10	their obligations under Ohio Landlord
11	eradicate all pests in one apartment is	11	Tenant Acts to keep their property clean.
12	reasonable. I also I mean, you know, I	12	And also under this Property Maintenance
13	also believe that and not that the Board	13	Code, tenants are required to keep their
14	cares about this, you might care about	14	property clean, to do things like not allow
15	this I also think that, you know, that	15	bugs or roaches to come in, to remove their
16	the ordinance itself is violative to a	16	garbage, to clean their apartment. There
17	substantive due process because it doesn't	17	are some people who do not. There are some
18	provide, you know, reasonable time to	18	people who, you know, are very bad tenants
19	comply necessarily, because the definition	19	and allow filth to accumulate in their
20	of infestation under this under this	20	apartments, which attracts, you know,
21	Property Maintenance Code means even one	21	pests.
22	insect or one rodent, so I don't know how	22	So, you know, when you've got
23	anybody could ever comply with the Code	23	tenants like that, and those tenants will
		24	not allow management access to the property
24	when it says that even one bug is an infestation. And it's impossible in a 403	24	to allow them to ameliorate the problem 8

	25		
1	that the tenants themselves are creating,	1	There are many people at Shoregat Item #1.
2	it's very difficult to try to fix the	2	who are very happy there to keep their
3	problem.	3	apartments clean. They don't have issues
4	And so, although Stephanie tries	4	with pests, but we also there're also
5	very hard to do that, sometimes she's not	5	two other companies too. There's a company
6	allowed to do it because the people just	6	called Porch's Pest Control, which also
7	won't let her in.	7	performs pest controls the property.
8	So, we just ask you to give us	8	There's also
9	additional time to allow the problem to be	9	MS. HARTMAN: [Unintelligible].
10	fixed I would say, you know, 10th of	10	MR. O'BRIEN what? And there's
11	March. So, we would like you to amend the	11	also T&L, Tillman, which also does other
12	Violation Notice to give us additional time	12	pest control. So there are actually three
13	and fix the problem.	13	companies that are performing pest control
14	MR. FLAISIG: Now, at the time of	14	services at the property, not just Ehrlich.
15	the attempt to get into the Apartment 850,	15	Ehrlich has the biggest contract.
16	was the common areas like the hallway,	16	They are the one that was tasked with
17	stairwell, were those sprayed?	17	treating for bugs and rodents throughout
18	MS. HARTMAN: Yes.	18	the property, common areas, exteriors, and
19	MR. FLAISIG: So basically, trying	19	a limited number of apartments every week.
20	to contain them	20	BY MR. O'BRIEN
21	MS. HARTMAN: Yes.	21 Q.	. But how many how many times do you think do
22	MR. FLAISIG: In the apartment?	22	you think, like, do you treat 18 units every
23	MS. HARTMAN: Uh-huh.	23	week?
24	UNIDENTIFIED VOICE: And does Sean	24 A.	We treat 18 units. If we have someone that has
25	he but when he does get in, he'll	25	like a bedbug issue, then we treat about 16
	26	_	28
1	spray the doorways, right?	1	because the bedbug issue takes close to an
2	MS. HARTMAN: He he sprays,	2	hour-and-a-half, so it's like one to two less.
3	sorry. He will spray the doorway and he	3	MS. CLARKE: So, was any further
4	will spray throughout the hallway and the	4	attempt made to enter the apartment and
5	door frame.	5	treat it or
6	MR. HILL: You keep mentioning	6	MS. HARTMAN: Sean has tried to go
7	this the name Sean. Now does he do	7	two other times and they just refused any
8 9	does he do this by himself or does he have a crew?	8 9	service. He has not tried to key in, but he has knocked.
9 10	MR. O'BRIEN: No, he works for a	9 10	MS. CLARKE: So, the people don't
10	company called Ehrlich Pest Control.	10	ever leave like their apartment, like you
12	MR. HILL: But when he you say	12	can't
13	he comes every Friday.	13	MS. HARTMAN: I don't know.
14	MR. O'BRIEN: He is the technician	14	MR. O'BRIEN: I mean, he comes
15	that comes every Friday	15	every Friday, you know.
16	MR. HILL: By himself?	16	The point our point is that,
17	MR. O'BRIEN: By himself that does	17	you know, there has to be a reasonable
18	,	18	
	these two buildings.	10	opportunity to not only fix the problem,
19	these two buildings. MR. HILL: So, you're talking	19	opportunity to not only fix the problem, but bring the property back into
19 20	these two buildings. MR. HILL: So, you're talking about keeping pest control down, how does		opportunity to not only fix the problem, but bring the property back into compliance, and, you know, we, Shoregate
	MR. HILL: So, you're talking	19	but bring the property back into
20	MR. HILL: So, you're talking about keeping pest control down, how does	19 20	but bring the property back into compliance, and, you know, we, Shoregate
20 21	MR. HILL: So, you're talking about keeping pest control down, how does one person that's 27 weeks to do to	19 20 21	but bring the property back into compliance, and, you know, we, Shoregate Towers has contracted with different pest
20 21 22	MR. HILL: So, you're talking about keeping pest control down, how does one person that's 27 weeks to do to do every unit from one person. How is that	19 20 21 22	but bring the property back into compliance, and, you know, we, Shoregate Towers has contracted with different pest control companies, the problem is that they
20 21 22 23	MR. HILL: So, you're talking about keeping pest control down, how does one person that's 27 weeks to do to do every unit from one person. How is that manageable?	19 20 21 22 23	but bring the property back into compliance, and, you know, we, Shoregate Towers has contracted with different pest control companies, the problem is that they can't be there every day all day long, and

		29		
1	Q . Ste	ph, do you make attempt to contact these	1	didn't know that I was going to hav <i>Item #1.</i>
2	peo	ple so that we can get in?	2	here, and I didn't know that I would even
3	A. Ido	Э.	3	take a video, I just wanted to prove it
4		MS. HARTMAN: Am I allowed to say	4	that one time to him.
5		something?	5	BZA MEMBER: How did they how
6		MR. O'BRIEN: Yeah, go ahead.	6	did we find this for the team how did we
7		MS. HARTMAN: Okay. So, they	7	get in there the first time to find this?
8		actually the children in that unit have	8	MR. BRENNAN: Mr. Chairman?
9		been writing all kinds of vulgar things on	9	MR. KOUDELA: Yes, sir.
10		the walls as well. So, they refuse to make	10	MR. BRENNAN: I was on an annual
11		any contact with me because they're writing	11	inspection. This Apartment 850 in the East
12		the "N" word on the walls. They're writing	12	Building was one of the last few apartments
13		O - S-H-I-T all over. So, they refuse to	13	that we had to get into complete our annual
14		have any contact with me due to the	14	inspection. And while we were doing this
15		eviction. So, they want nothing to do with	15	inspection, my other inspector Alfredo was
16		us and they're just waiting to for their	16	with me also. We were walking through the
17		final day, apparently.	17	apartment trying to do our inspection and
18		MS. CLARKE: How do you know that?	18	he was in the dining room, he noticed some
19		MS. HARTMAN: Because they threw a	19	roaches I do have some pictures here. I
20		bag of dog poop at one of my maintenance	20	just brought them with me and brought one
21		guys.	21	for Mr. O'Brien to take a look at them.
22		MS. CLARKE: But how do you know	22	These if you'll want to just
23		they're writing on the inside of the	23	pass those down.
24		apartment if you can't get into it?	24	MR. BRENNAN: So, Alfredo took the
25		MS. HARTMAN: Not on the inside of	25	picture in the dining room and it's going
		30		32
1		the apartment, on the inside of the	1	to be the first page. As I was walking
2		stairwells.	2	down the hallway going towards the back
3		BZA MEMBER: Did you go back with	3	bedrooms, the bathroom area, there was
4		Sean the next two times that he attempted	4	roaches on the ceilings, and then as we
5		to go in?	5	opened up the bathroom door excuse me
6		MS. HARTMAN: I did not.	6	you could see lots of roaches all over the
7		BZA MEMBER: Okay. So, there was	7	top of the door, also was in the bathroom,
8		no attempt to key in. You don't know that	8	there was roaches all over the walls.
9		the door was barred?	9	BZA MEMBER: How did you gain
10		MS. HARTMAN: He just told me.	10	access to this apartment?
11		Because when I'm the only one in the	11	MR. BRENNAN: I was in that
12		office, I don't have time to go every	12	apartment with the maintenance man oh,
13		single time.	13	my mind is going blank with his name.
14		BZA MEMBER: Why did you go the	14	MS. HARTMAN: Justin.
15		one time you did go?	15	MR. BRENNAN: Justin, Justin Clay.
16		MS. HARTMAN: Because I wanted to	16	BZA MEMBER: How did you enter,
17		prove I wanted to prove that they	17	did you knock and the tenant let you in?
18		refused to let us in.	18	MR. BRENNAN: Justin knocked on
19		BZA MEMBER: So, I guess what's	19	the door. He had the key and he opened the
20		the difference between the next two if	20	door.
21		we've had this appeal holding? I mean, I	21	BZA MEMBER: Now have the adjacent
22		would've I would've expected that we	22	apartments been checked? Because I mean,
23		would've done the same thing each time,	23	from these pictures there's no way they're
24		right?	24	contained the one in this one apartment
25		MS. HARTMAN: To be honest, I	25	They're just not possible. 10

	33		
1	MS. HARTMAN: I would have to see	1	two subsequent attempts to enter the <i>ltem #1.</i>
2	my pest control list to make sure that they	2	MS. HARTMAN: I did not require
3	were or not.	3	anybody to go with him after that.
4	MS. LANGRAF: : In the interest	4	BZA MEMBER: Okay.
5	for clarity, we're only here on Apartment	5	MS. HARTMAN: I thought that my
6	850.	6	one video was going to be proof enough.
7	BZA MEMBER: Now my question is	7	BZA MEMBER: Does Sean have a key
8	any other adjacent is checked?	8	to get in on his own or did you have to
9	BZA MEMBER: Mr. Brennan?	9	provide him a key during that day?
10	MR. O'BRIEN: Do not know.	10	MS. HARTMAN: I have to provide a
11	MS. HARTMAN: I do not know.	11	key
12	MR. O'BRIEN: If she doesn't know,	12	BZA MEMBER: Okay.
13	she doesn't know.	13	MS. HARTMAN: yeah.
14	BZA MEMBER: Mr. O'Brien brings up	14	BZA MEMBER: So, we made no
15	a reasonable amount of time. In your	15	attempt other than knocking on the door the
16	opinion, is five days long enough? I mean,	16	next few times?
17	is that somewhat standard?	17	MS. HARTMAN: Correct.
18	MR. BRENNAN: Mr. Chairman?	18	BZA MEMBER: But we made three
19	MR. KOUDELA: Yes.	19	attempts?
20	MR. BRENNAN: Yes, I believe	20	MS. HARTMAN: Correct.
21	that's enough time to have that apartment	21	BZA MEMBER: Okay. So, three
22	treated.	22	attempts since the 26th to do this, but
23	MR. KOUDELA: Okay. Mr. Brennan,	23	it's not been completed?
24	how much notice do you have to give the	24	MS. HARTMAN: Correct.
25	apartment to go there? Like you didn't	25	BZA MEMBER: And again, the
			20
	34		36
1	have any issues with gaining entry, did you	1	argument is adequate time, correct?
1 2	have any issues with gaining entry, did you give notice, or did you just show up and	1 2	argument is adequate time, correct? MS. HARTMAN: Correct.
	have any issues with gaining entry, did you give notice, or did you just show up and say we're here for inspection?		argument is adequate time, correct?
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	37		
1	BZA MEMBER: Well, I so you	1	MR. O'BRIEN: I don't know t Item #1.
2	stated there are three companies that work	2	no.
3	for the property.	3	BZA MEMBER: Okay.
4	MR. O'BRIEN: Yes. They do	4	MR. O'BRIEN: Do you know what was
5	different things.	5	the condition of this unit, Stephanie?
6	BZA MEMBER: So, do all three of	6	MS. HARTMAN: I've never been able
7	them handle infestations?	7	to go inside that unit.
8	MR. O'BRIEN: No, that is the	8	MR. O'BRIEN: They will not allow
9	contract with Ehrlich for this kind of	9	you to go in?
10	problem, for bugs in particular. So, if	10	BZA MEMBER: So, we don't know if
11	somebody says, I have a problem with	11	that's the garbage, so that's neither here
12	roaches or with other bugs, bed bugs, then	12	nor there?
13	Stephanie will contact Ehrlich, let them	13	BZA MEMBER: That's so again.
14	know you've got to treat this unit. And	14	MR. O'BRIEN: We don't.
15	she'll give a list of units to treat and	15	BZA MEMBER: We weren't we
16	they would go to those units, but Mr. Ford	16	weren't cited the tenant wasn't cited,
17	can't be expected to hang around, you know,	17	right? There was a citation, so again,
18	all day or come back numerous other days to	18	there's no exception to a Friday. That is
19	try to address the issue if the tenants are	19	the only day that Ehrlich will come out,
20	not going to allow them	20	that is that's the question. There's no
21	BZA MEMBER: Well	21	exception to that rule?
22	MR. O'BRIEN: into the	22	MR. O'BRIEN: Does Justin will
23	property.	23	Justin go there? Will your maintenance man
24	BZA MEMBER: So, then my next	24	go there
25	question is, if another tenant gets a	25	MS. HARTMAN: For?
			10
	38		40
1	38 bedbug infestation on a Monday, do they	1	40 MR. O'BRIEN: For any kind of
1 2		1 2	
	bedbug infestation on a Monday, do they		MR. O'BRIEN: For any kind of
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	41		
1	that they have an issue is unreasonable.	1	to come in and they won't answer the Item #1.
2	So, the point of the Code, if you	2	when they knock, you can't expect my client
3	read the Property Maintenance Code, it says	3	to be able to ameliorate the problem.
4	that, you know, before there can be any	4	MS. CLARKE: Are we to expect the
5	kind of Violation Notice for any kind of	5	Zoning Inspector to anticipate that
6	problem, and before there can be any action	6	somebody's going to barricade themselves in
7	taken, that the City has to not only	7	the apartment
8	provide notice, but give a reasonable	8	MR. O'BRIEN: No.
9	opportunity to fix the problem. And the	9	MS. CLARKE: when they issue a
10	question here is not whether or not the	10	citation?
11	property, that the problem's been fixed,	11	MR. O'BRIEN: No.
12	but whether or not a reasonable opportunity	12	MS. CLARKE: So, how would we know
13	was given to the landlord to fix the	13	what would be reasonable in that
14	problem.	14	circumstance?
15	And we're just saying that giving	15	MR. O'BRIEN: Because you're
16	five days to fix a problem when a tenant is	16	hearing the testimony of my client, Mr.
17	not allowing access to the landlord is	10	Brennan.
	unreasonable. That's what we are saying.	17	MS. CLARKE: I absolutely am, but
18			he issued the notice based on his
19	MS. CLARKE: Isn't your argument,	19	
20	not whether it's reasonable, but whether	20	inspection.
21	it's reasonable to Shoregate Towers, that's	21	MR. O'BRIEN: Yes.
22	what you're asking us to do.	22	MS. CLARKE: Not what happened
23	MR. O'BRIEN: No, my argument is	23	after the inspection?
24	it's reasonable under the circumstances.	24	MR. O'BRIEN: Yes.
25	So if you and you'll have the	25	MR. KOUDELA: Is the goal, if
	42		44
1	opportunity to do this, but if you look at	1	there is an extension, which we're looking
2	Sections 106 and 107 of the Code, you'll	2	at, by my quick math, from going from five
2 3		2 3	
	Sections 106 and 107 of the Code, you'll see that what is required is that not	3	at, by my quick math, from going from five
3	Sections 106 and 107 of the Code, you'll see that what is required is that not	3	at, by my quick math, from going from five days to about 65 days, right? Riding about
3 4	Sections 106 and 107 of the Code, you'll see that what is required is that not only and this is Section 107.2,	3 4	at, by my quick math, from going from five days to about 65 days, right? Riding about two months' worth of time, that's what
3 4 5	Sections 106 and 107 of the Code, you'll see that what is required is that not only and this is Section 107.2, Subsection 4, says that the Violation	3 4 5	at, by my quick math, from going from five days to about 65 days, right? Riding about two months' worth of time, that's what we're looking for, will there be a check
3 4 5 6	Sections 106 and 107 of the Code, you'll see that what is required is that not only and this is Section 107.2, Subsection 4, says that the Violation Notice and it states, and I quote, "include	3 4 5 6	at, by my quick math, from going from five days to about 65 days, right? Riding about two months' worth of time, that's what we're looking for, will there be a check every Friday? Will someone be with the
3 4 5 6 7	Sections 106 and 107 of the Code, you'll see that what is required is that not only and this is Section 107.2, Subsection 4, says that the Violation Notice and it states, and I quote, "include a correctional order allowing a reasonable	3 4 5 6 7	at, by my quick math, from going from five days to about 65 days, right? Riding about two months' worth of time, that's what we're looking for, will there be a check every Friday? Will someone be with the pest control every Friday keying in,
3 4 5 6 7 8	Sections 106 and 107 of the Code, you'll see that what is required is that not only and this is Section 107.2, Subsection 4, says that the Violation Notice and it states, and I quote, "include a correctional order allowing a reasonable time to make repairs and improvements	3 4 5 6 7 8	at, by my quick math, from going from five days to about 65 days, right? Riding about two months' worth of time, that's what we're looking for, will there be a check every Friday? Will someone be with the pest control every Friday keying in, attempting to gain a like this is
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	45		
1	that we would be taking all measurable	1	Thank you. Item #1.
2	steps when we have something of an appeal	2	MR. O'BRIEN: And Justin could go
2	involved.	2	back too. I mean Stephanie and Justin did
3 4	MR. O'BRIEN: Yes.		both go back.
4 5	BZA MEMBER: So, Mr. O'Brien,	4 5	BZA MEMBER: Well, yeah.
6	you're looking for an extension until March	6	MR. O'BRIEN: They'd be glad to do
7	20th. Do you feel that that's adequate	7	so.
8	time? That's what we're here for today.	8	MR. KOUDELA: And did he do so
9	MR. O'BRIEN: I you know,	9	since the 26th?
10	barring any other circumstances to prevent	10	MS. HARTMAN: Have we has Sean
11	my client from being able to treat, yes.	10	been back?
12	But, you know, if Lake County Fair Housing	12	MR. KOUDELA: Has Justin?
13	decides that they want to represent this	12	MS. HARTMAN: Oh, I don't recall.
14	tenant on a pro bono basis and they ask for	14	MR. O'BRIEN: No. Justin's job is
15	something like a jury trial and eviction	15	not to deal with infestation issues. So,
16	which you can do, believe it or not and	16	Justin is the maintenance director of the
17	it takes longer to hear this complaint,	17	property, his primary function is to deal
18	longer to get this tenant evicted even	18	with things like water leaks, electrical
19	though they're behind on the rent for how	19	problems, minor carpentry issues, you know,
20	long now?	20	so we have problems like tenants who have
21	MS. HARTMAN: Several months.	21	been recently evicted, come back after the
22	MR. O'BRIEN: Yeah. I mean, I	22	locks are changed and kick their door in,
23	would anticipate that this tenant would	23	you know.
24	my client would receive a writ of	24	And, you know, there are numerous
25	restitution and that there would be an	25	problems at Shoregate Towers that, you
	46		48
1	46 order ordering the tenant to vacate within	1	48 know, make it difficult to control this,
1 2		1 2	
	order ordering the tenant to vacate within		know, make it difficult to control this,
2 3	order ordering the tenant to vacate within seven to 10 days of March 4th. That's what	2	know, make it difficult to control this, but understand when people do things like
2 3	order ordering the tenant to vacate within seven to 10 days of March 4th. That's what I think would probably happen, but I can't	2 3	know, make it difficult to control this, but understand when people do things like come back after they're evicted to face the
2 3 4	order ordering the tenant to vacate within seven to 10 days of March 4th. That's what I think would probably happen, but I can't guarantee it because I'm not the judge and	2 3 4	know, make it difficult to control this, but understand when people do things like come back after they're evicted to face the property, you know, and engage in
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1	49 primarily deal with those issues. They	1	would become economically inefficier Item #1.
2	don't deal with infestations. They don't	2	have somebody come back more than once a
3	deal with pest control. There are outside	3	week to try to deal with issues like this.
4	companies that are hired for that. And at	4	
5	this point, there are three different	5	have a person on staff that's just there to
6	companies who do that right now. And	6	deal with that issue, but the question is,
7	Ehrlich is the biggest one, and they're the	7	is it reasonable to require that, you know,
8	ones that deals with things like roach	8	under all circumstances. I don't think it
9	infestation. So, if there's a problem	9	is, and that's all we're saying.
10	problem with roach infestations in a	10	It's like they're glad to deal
11	particular unit, Ehrlich will deal with	11	with the pest control issues, they do, on a
12	that. And they do 18 units every single	12	regular basis, every single week. They
13	week, and they do all the common areas	13	deal with this every week. The point is
14	every single week, but and then I and	14	that when you've got somebody that won't
15	and I don't think that that overloads	15	let you into an apartment, you probably
16	the property, does it? I mean	16	should be, you know, allowed more
17	MS. HARTMAN: No.	17	[unintelligible] to fix the problem so we
18	MR. O'BRIEN: that's more than	18	can get access.
19	enough [unintelligible] for the	19	MR. KOUDELA: Okay. Any other
20	[unintelligible] received	20	questions?
21	MS. HARTMAN: Yes.	21	BZA MEMBER: I think one last
22	MR. O'BRIEN: is that fair to	22	question. Do we know the last time this
23	state?	23	apartment was sprayed?
24	MS. HARTMAN: Yes.	24	MR. O'BRIEN: Do you know?
25	MR. O'BRIEN: Okay. So they're	25	MS. HARTMAN: Unless I had the
	50		52
1	able to deal with complaints received and	1	records, I do not know, off the top of my
2	able to deal with complaints received and they do it every Friday. The point is	2	records, I do not know, off the top of my head.
2 3	able to deal with complaints received and they do it every Friday. The point is that, you know, if a notice is given on a	2 3	records, I do not know, off the top of my head. BZA MEMBER: But
2 3 4	able to deal with complaints received and they do it every Friday. The point is that, you know, if a notice is given on a Wednesday and Ehrlich is there on Friday	2 3 4	records, I do not know, off the top of my head. BZA MEMBER: But MS. HARTMAN: She never called,
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	53		MS LANGRAF: The second multem #1.
1	MR. O'BRIEN: No, that's okay.	1	
2	It's La La Linaria [phonetic]	2	would be for an appeal on the basis of an
3	MS. HARTMAN: Linaria.	3	extension of time. That's what you're
4	MR. O'BRIEN: Linaria	4	asking for?
5	Cunningham. Yeah, Ms. Cunningham has been	5	MR. O'BRIEN: Yes.
6	there how long?	6	MS. LANGRAF: Okay.
7	MS. HARTMAN: Do you want me to	7	MR. KOUDELA: And we could just
8	pull it up? MR. O'BRIEN: Yeah.	8	use March 20th as
9 10		9	MS. LANGRAF: That's what they're
10	MS. HARTMAN: Okay. November	10 11	asking MR. KOUDELA: a date to throw
11 12	22nd, 2022 was her application. She moved in on December 15th of 2022.	12	out there, is that what you're asking for?
12	MR. KOUDELA: All right. Any	12	MR. O'BRIEN: I'm asking for the
14	other questions? Any other comments that	14	end of March because I can't guarantee that
14	you'd like to make?	14	the you know, March 20th. I think in
16	MR. O'BRIEN: No, thank you.	16	all likelihood this tenant will be ordered
17	MR. KOUDELA: So, on this vote,	10	to vacate at least by March 14th, but I
18	Ms. Landgraf, if you could just clarify, an	18	can't guarantee that. Sometimes court are
19	approval on Case Number 24-1 would mean	10	required to generally they're required
20	that we agree with Shoregate Towers, the	20	to order a move out 7 to 10 days after the
21	property owner, correct?	21	date of the First Cause Hearing for a writ
22	MS. LANDGRAF: So, this is an	22	of restitution, but that doesn't mean they
23	appeal filed by Shoregate Towers, NS, and	23	will, and that doesn't mean they won't also
24	the other individuals listed. So, they're	24	grant some kind of continuance so that
25	appealing, and Mr. O'Brien's asked a couple	25	hearing doesn't take place for another week
	54		56
1	things, first to either agree with the	1	or two weeks, so I don't know that at this
2	applicant that this was not appropriately	2	point in time, so I would say to be safe,
3	applied to the situation, but I've also	3	I'm asking until the end of March.
4	heard him ask for an extension of time.	4	MR. KOUDELA: Okay. Mr. O'Brien,
5	So, did you want to did you	5	can you please give me a date in the end of
6	want them to vote on both of those or	6	March.
7	MR. O'BRIEN: Yes, I would like to	7	MR. O'BRIEN: I said the end of
8	vote first to vote on whether or not they	8	March, so, March 31st.
9	believe that -	9	MR. KOUDELA: 31st. Okay.
10	MS. LANGRAF: It was a	10	MR. O'BRIEN: Yes.
11	MR. O'BRIEN: five days is the	11	MR. KOUDELA: Okay. Would
12	maximum amount of time pursuant to this	12	somebody would like to make a motion or,
13	particular Codified Ordinance, and second	13	Ms. Langraf, would you like me to do it?
14	of all, whether or not they're willing to	14	MS. LANGRAF: I'll give it a shot.
15	grant an extension until the end of March	15	MR. KOUDELA: All right, Ms.
16	to repair this problem.	16	Langraf, thank you.
17	MS. LANGRAF: Okay. So, first	17	MS. LANGRAF: So, the first motion
18	there would be a motion to grant the appeal	18	is going to be a motion to grant the appeal
19	of the stated appellants with regards to	19	of Shoregate Towers NS, LLC, Lemma Getachew
20	application of the Property Maintenance	20	and Guenet Indale with regards to Property
21	Code in which your vote would say we agree	21	Maintenance Code violation dated January
22	that it was appropriately applied, or a	22	24th, 2024, Apartment 850 in the East
23	vote no would be, you don't believe that it	23	Building for a violation of Property
24	was appropriately applied.	24	Maintenance Code 309.1 on the basis of
25	BZA MEMBER: Okay.	25	reasonableness for time for compliance, 16

57 i MS. LANGRAF: and then so 2 So, that means the Appeal ant is medds to second it. 3 requesting you to grant the appeal on the http://www.scond. 4 basis that they were not given sufficient medds to second it. 5 time - a reasonable amount of time to medds to second it. 6 Comply with the notice. medds to second it. 7 MK. KAUDELA: Okay. Second. medds to second? 8 MR. KOUDELA: Okay. Second. medds to second? 9 MS. LANGRAF: So a vote yes, would med a second? 10 MS. LANGRAF: - a vote no would med a second? 11 MS. LANGRAF: - a vote no would med a second? 12 MR. KOUDELA: Okay. Thank you. med thing or just 13 MADAM SECRETARY: Mr. Koudela? med not have a first, yes. 14 to doi ., Phil? maintenance violation - no, that's not 15 max. AMAM SECRETARY: Mr. Hill? So 16 MADAM SECRETARY: Mr. Hill? So 17 MADAM SECRETARY: Mr. Hill? So	1okay?1MS. LANGRAF: and then soItem #12So, that means the Appellant isneeds to second it.needs to second it.needs to second it.3requesting you to grant the appeal on the3MR. KOUDELA: Okay. Somebody mail4basis that they were not given sufficient4the first one?5comply with the notice.6MS. LANGRAF: Do you have a first7MR. YARLETTS: Okay. I second.8MADAM SECRETARY: Yes.9Thank you Mr. Yarletts.9MR. KOUDELA: Okay. So, we need a10MS. LANGRAF: So a vote yes, would10first for 24-1 motion one11be you agree with Shoregate Towers11MS. LANGRAF: Correct.12MR. KOUDELA: Okay.12MR. KOUDELA: Okay. So, we need a14mean that the Violation Notice stands as13BZA MEMBER: All right. You want14to do it, Phil?13BZA MEMBER: All right. You want15issued.15MR. KOUDELA: Okay. Thank you.1616MR. KOUDELA: Okay. Thank you.16Mr. Chairman17Can I get a roll call, please.17MR. KOUDELA: Do they have to say18MADAM SECRETARY: Mr. Flaisig?20since we don't have a first, yes.21MR. FLAISIG: No.21MR. YARLETTS: Nay.23MR. YARLETTS: Nay.22MR. YARLETTS: You.24MADAM SECRETARY: Mr. Hill?24Shoregate Towers of 30901 Lakeshore25MR. HILL: No.5860 <th>ake</th>	ake
 So, that means the Appellant is requesting you to grant the appeal on the basis that they were not given sufficient time a reasonable amount of time to comply with the notice. Thank you Mr. Yarletts. MR. KOUDELA: Okay. Second. MADAM SECRETARY: Mr. Kaudela? MR. KOUDELA: No. MR. KOUDELA: No. MR. KOUDELA: No. MR. KOUDELA: No. MADAM SECRETARY: Mr. Falsig? MADAM SECRETARY: And MS. Clarke? MADAM SECRETARY: And MS. Cl	2So, that means the Appellant is2So, that means the Appellant is3requesting you to grant the appeal on the4basis that they were not given sufficient4basis that they were not given sufficient4the first one. Do we need to go back to5time a reasonable amount of time to6comply with the notice.7MR, YARLETTS: Okay. I second.8MR. KOUDELA: Okay. Second.9Thank you Mr. Yarletts.9Thank you Mr. Yarletts.9MR. KOUDELA: Okay.10MS. LANGRAF: So a vote yes, would11be you agree with Shoregate Towers12MR. KOUDELA: Okay.13MS. LANGRAF: a vote no would14mean that the Violation Notice stands as15issued.16MR. KOUDELA: Okay. Thank you.17Can I get a roll call, please.18MADAM SECRETARY: Mr. Koudela?19MR. KOUDELA: No.20MADAM SECRETARY: Mr. Flaisig?21MR. KOUDELA: No.22MR. YARLETTS: Nay.23MR. YARLETTS: Nay.24MADAM SECRETARY: Mr. Hill?25MR. HILL: No.26MADAM SECRETARY: And Ms. Clarke?2MS. LANGRAF: The second motion is3MS. LANGRAF: The second motion is3MS. LANGRAF: The second motion is3MS. LANGRAF: The second motion is	ake
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24 Director, so, somebody makes the motion 24 MADAM SECRETARY: Mr. Yarletts?		
25 MR. KOUDELA: Okay. 25 MR. YARLETTS: No. 17	25 MR. KOUDELA: Okay. 25 MR. YARLETTS: No. 17	_

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	MADAM SECRETARY: Mr. Hill?		There's a property maintenance notic <i>ltem #1.</i>
1		1	
2	MR. HILL: No.	2	January 23rd, 2024, which cites three
3	MADAM SECRETARY: And Ms. Clarke?	3	property maintenance violations with
4	MS. CLARKE: No.	4	respect to, I believe Unit 1250 in the
5	MS. LANGRAF: Now we need a motion	5	property.
6	to grant	6	And I'm going to go in backwards
7	MR. KOUDELA: Can I get a motion	7	order here. The first has to do with roof
8	for the Case 24-1, the second for the	8	maintenance or damage. It says property
9	extension of time to the 31st?	9	maintenance under Section 304.7 of the
10	MR. YARLETTS: Mr. Chairman, I'd	10	Code. The roof and flashing shall be
11	like to make a motion in Case 24-1	10	sound, tight, and not have any defects that
12	Shoregate Towers of 30901 Lakeshore		admit rain. Roof drainage shall be
	-	12	-
13	Boulevard that we grant the appeal for an	13	adequate to prevent dampness or
14	extension of time to take care of	14	deterioration of walls or interior portion
15	maintenance violations dated 1/24/2024 in	15	of the structure. Gutters and downspouts
16	Apartment 850.	16	shall be maintained in good repair and free
17	MS. LANGRAF: Until March	17	of obstructions.
18	MR. YARLETTS: Until March 31st,	18	The violation order or the order
19	2024.	19	of corrections cited states that repair or
20	MR. KOUDELA: Okay. Can I get a	20	replace roofing materials above Apartment
21	second?	21	1250, east master bedroom compliance stage
22	MR. HILL: I second.	22	two weeks later on February 6th, 2024.
23	MR. KOUDELA: Mr. Hill, thank you.	23	Above that, Section 305.3 of the
24	Roll call.	24	Code of property maintenance, all
25	MADAM SECRETARY: Mr. Koudela?	25	structures, which are all all interior
	60		64
	62		04
1	MR. KOUDELA: No.	1	surfaces, including windows and doors,
1 2		1 2	
	MR. KOUDELA: No.		surfaces, including windows and doors, shall be maintained in good, clean and
2 3	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No.	2 3	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked
2 3 4	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts?	2 3 4	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other
2 3 4 5	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No.	2 3	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be
2 3 4 5 6	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill?	2 3 4 5 6	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected.
2 3 4 5 6 7	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No.	2 3 4 5 6 7	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states
2 3 4 5 6 7 8	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke?	2 3 4 5 6 7 8	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and
2 3 4 5 6 7 8 9	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No.	2 3 4 5 6 7 8 9	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east
2 3 4 5 6 7 8 9 10	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien	2 3 4 5 6 7 8 9 10	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is
2 3 4 5 6 7 8 9 10 11	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City	2 3 4 5 6 7 8 9 10	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024.
2 3 4 5 6 7 8 9 10 11 11	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a	2 3 4 5 6 7 8 9 10 11	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property
2 3 4 5 6 7 8 9 10 11 12 13	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the	2 3 4 5 6 7 8 9 10 11 12 13	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment,
2 3 4 5 6 7 8 9 10 11 12 13 14	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st,	2 3 4 5 6 7 8 9 10 11 12 13 14	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly
2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay?	2 3 4 5 6 7 8 9 10 11 12 13 14 15	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for property 1250 also in the East Building.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master bedroom wall receptacle in Apartment 1250
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for property 1250 also in the East Building. If you could please go over you	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master bedroom wall receptacle in Apartment 1250 East I guess it means replace that as
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for property 1250 also in the East Building. If you could please go over you know, that that appeal as well and what you're hoping to gain for that.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master bedroom wall receptacle in Apartment 1250 East I guess it means replace that as of a compliance date of February 6th, 2024. Was that done, the receptacle?

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1	three, fixing the roof and flashing, again,	1	MR. O DRIEN. OKay.
2	we would submit that under Section No. 7 of	2	Have not been able to do so at
3	the Code that's requiring repair of the	3	this point in time, correct?
4	roof above, the top floor of the building,	4	MS. HARTMAN: Correct. Due to the
5	in the wintertime at the Shoregate Towers	5	chemicals that they use to fix the roof, it
6	and requiring that to be done within two	6	has to be a certain temperature.
7	weeks is unreasonable, so we would ask	7	MR. O'BRIEN: And it's been too
8	again, that this Board find that that	8	cold so far to be able to fix the problem.
9	timeframe is unreasonable under the	9	So, they can't do it if it's too
10	circumstances.	10	cold?
11	Also, with respect to the second	11	MS. HARTMAN: Rain, snow, and the
12	violation, that since you can't fix the	12	chemical [unintelligible]
13	drywall problems until the roof has been	13	BZA MEMBER: Okay.
14	fixed, that that's also an unreasonable	14	MR. YARLETTS: So, Mr. O'Brien,
15	timeframe. And again, we would ask for an	15	quick question.
16	extension of time to fix those two issues.	16	MR. O'BRIEN: Yes.
17	I don't know whether or not the faceplate	17	MR. YARLETTS: Has there been any
18	on the one receptacle in Apartment 1250	18	attempt as to a temporary fix, tarp put
19	that's been replaced around at this point	19	over? I mean, if I was living in Apartment
20	in time, but that is a di minimis issue,	20	1250, I don't
21	which quite frankly is beyond the scope of	21	MR. O'BRIEN: Yeah.
22	the Property Maintenance Code.	22	MR. YARLETTS: wouldn't
23	So, we're talking about electrical	23	appreciate water coming in.
24	systems. We talking about one plastic	24	MR. O'BRIEN: Do you know how
25	faceplate that may or may not be required	25	do you know what the extent of the problem
			68
	66		00
1	to be replaced. Our contention will be	1	is?
1 2	to be replaced. Our contention will be that that is not contemplated by the Code	1 2	is? MS. HARTMAN: I do not know the
	to be replaced. Our contention will be	-	is?
2	to be replaced. Our contention will be that that is not contemplated by the Code	2	is? MS. HARTMAN: I do not know the
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2 3 4	to be replaced. Our contention will be that that is not contemplated by the Code and that should be disregarded entirely. So, my client has contracted with	2 3 4	is? MS. HARTMAN: I do not know the extent of it. MR. O'BRIEN: Okay. I believe Mr.
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2 3 4 5 6 7	to be replaced. Our contention will be that that is not contemplated by the Code and that should be disregarded entirely. So, my client has contracted with a company to fix the roof above Apartment 1250, but they're not able to do so at this point in time because of weather issues.	2 3 4 5 6 7	is? MS. HARTMAN: I do not know the extent of it. MR. O'BRIEN: Okay. I believe Mr. Brennan has pictures. They are, I believe small holes in plaster in the ceiling, they're not I don't believe water is,
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4	69 problem and it's going to be fixed, you	4	MS. HARTMAN: I haven't ever Item #1.
1		1	MR. O'BRIEN: I haven't finished
2	know, they allow you to stay. But the point here, again and I	2	looking at the ones that I got from the
3		3	
4	don't want to belabor the issue, but the	4	court date, they sent me emails, so I
5	point is that when you have wintertime in	5	haven't got all the emails for the fourth
6	Cleveland, Ohio, you know, you can't expect	6	yet. I anticipate that eviction will take
7	a first of all, my client to be able to	7	place on the fourth.
8	get a roofing company and then be able to	8	MR. KOUDELA: All right. Any
9	go upstairs, get on top of a building, and	9	questions?
10	fix it when it's cold outside. So, we just	10	BZA MEMBER: I have a number of
11	ask once again that the Board allow	11	them. So, Sean, you entered the building
12	additional time or state that the two weeks	12	on 1/23; is that correct?
13	that were permitted are unreasonable under	13	MR. BRENNAN: Mr. Chairman?
14	the Code to allow such repair, but there	14	MR. KOUDELA: Yes, Mr. Brennan.
15	has been a contract that has been	15	MR. BRENNAN: Actually, I do have
16	established for the company and as soon as	16	some paperwork in regards to that from a
17	weather permits, they'll be up there fixing	17	Tenant Complaint Form and I do have some
18	this roof to make sure that there are no	18	better pictures, so
19	more leaks in this apartment, and once that	19	MR. KOUDELA: I would like to see
20	is done, all the drywall will be repaired	20	those, please.
21	immediately.	21	MR. BRENNAN: Yeah. If you could
22	Do you have anything you want to	22	just pass those down there.
23	say?	23	MR. KOUDELA: Thank you.
24	MS. HARTMAN: I do. So, the only	24	MR. BRENNAN: If you have an extra
25	reason why they even called the City for an	25	one we'll give it to
	70		72
1	inspection was they never called me and	1	So, I received a complaint from
2	inspection was they never called me and told me that the leak was there or anything	2	So, I received a complaint from the tenant on 1/23. This is his complaint
2 3	inspection was they never called me and told me that the leak was there or anything because they owe me over \$6,000. So, when	2 3	So, I received a complaint from the tenant on 1/23. This is his complaint form that he filled out to me. I think it
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2 3 4 5 6	inspection was they never called me and told me that the leak was there or anything because they owe me over \$6,000. So, when someone owes me that much money, they avoid me. They don't want to see me in the parking lot. So, they do everything to	2 3 4 5 6	So, I received a complaint from the tenant on 1/23. This is his complaint form that he filled out to me. I think it is reasonable time on there for these repairs to be done. If you read his complaint, it's
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	inspection was they never called me and told me that the leak was there or anything because they owe me over \$6,000. So, when someone owes me that much money, they avoid me. They don't want to see me in the parking lot. So, they do everything to stay away from me. So, the only reason why they they called was because I put a Three Day Notice. So MR. O'BRIEN: Who is the tenant? MS. HARTMAN: Jessica Burton and Mandale Thurman. MR. O'BREIN: Okay. They're being evicted too, correct? MS. HARTMAN: Correct. MR. O'BRIEN: I'm not sure if we've gotten the date back on that one, but MS. HARTMAN: They called the day that I put the Three Day Notice on. MR. O'BRIEN: But I don't think they they're not on the 23rd. I'm sure	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	So, I received a complaint from the tenant on 1/23. This is his complaint form that he filled out to me. I think it is reasonable time on there for these repairs to be done. If you read his complaint, it's been the second time. And after I did go to this apartment, I kind of remember Mr. Thurman in the elevator with myself and Justin Clay. This was back, I want to say it's either in August or September of last year. I believe Mr. O'Brien was in there too, in the elevator, and he showed us some pictures of his apartment. So, this is the same apartment. And you'll see in those pictures there that I did take those better pictures toward there it's toward the end I put them in color. There was a lot of leaks. You can see that the bedroom ceiling drywall, obviously there was water when we went in there and made that inspection. On the

	70		
-	73		personally?
1	Same thing, you can see where	1	
2	waters coming in on these on the bedroom	2	MS. HARTMAN: He did.
3	walls.	3	MR. O'BRIEN: Okay. And that was
4	It's a couple areas, a few areas	4	on the 23rd?
5	throughout that rear bedroom, and also	5	MS. HARTMAN: Correct.
6	electrical cover plate that is missing on	6	MR. O'BRIEN: Okay. Did he give
7	that receptacle. It is a safety hazard.	7	you these pictures as well on that date?
8	BZA MEMBER: So, the complaint	8	MS. HARTMAN: Correct.
9	date is 1/23, which I think was a Tuesday.	9	MR. O'BRIEN: Okay. And when did
10	So is that the is that the day that	10	you did you have Justin go upstairs and
11	so the date of the complaint was the date	11	look at this?
12	that the notice was filed, so that was the	12	MS. HARTMAN: Immediately.
13	date I'm sorry, that was the day you did	13	MR. O'BRIEN: Okay. And why did
14	or did not enter?	14	you hire the roofing company?
15	MR. BRENNAN: It was on 1/23	15	MS. HARTMAN: To fix the issues.
16	BZA MEMBER: Okay.	16	MR. O'BRIEN: Okay. Typically,
17	MR. BRENNAN: I entered that	17	how long does it take to hire a roofing
18	apartment. I also wrote the notice on	18	company to fix issues like that?
19	1/23.	19	MS. HARTMAN: It really depends
20	BZA MEMBER: Okay.	20	because they a lot of roofing companies
21	MR. KOUDELA: All right. Mr.	21	will not take on such a small job because
22	Brennan I'm sorry.	22	it's not that big of a job, so they don't
23	BZA MEMBER: No, go ahead.	23	want to take on such a small job on a 12
24	MR. KOUDELA: The drywall	24	story apartment community in the winter.
25	repair I'm referring to the picture of	25	BZA MEMBER: Okay. So again, we
	74		76
1	74 the electrical outlet	1	
1 2		1 2	don't know when you first called? MS. HARTMAN: I do not know.
	the electrical outlet		don't know when you first called? MS. HARTMAN: I do not know.
2	the electrical outlet MR. BRENNAN: Yeah.	2 3	don't know when you first called?
2 3	the electrical outlet MR. BRENNAN: Yeah. MR. KOUDELA: the vertical	2 3	don't know when you first called? MS. HARTMAN: I do not know. BZA MEMBER: Okay. How many
2 3 4	the electrical outlet MR. BRENNAN: Yeah. MR. KOUDELA: the vertical repair, is that near the water damage? And	2 3 4	don't know when you first called? MS. HARTMAN: I do not know. BZA MEMBER: Okay. How many companies did you call before you settled
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2 3 4 5 6	the electrical outlet MR. BRENNAN: Yeah. MR. KOUDELA: the vertical repair, is that near the water damage? And whereabouts is that in correlation to the drywall work that needed to be done and the	2 3 4 5 6	don't know when you first called? MS. HARTMAN: I do not know. BZA MEMBER: Okay. How many companies did you call before you settled on Turn Key? MS. HARTMAN: It actually wasn't
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	77		
1	but Alexis oversees sort of all of those	1	as I know. Item #1.
2	endeavors.	2	BZA MEMBER: Okay.
2	BZA MEMBER: So, Alexis hired Turn	3	MR. KOUDELA: Okay. Any other
	Key?	4	questions?
4	MS. HARTMAN: Correct.		•
5		5	Okay. So, Mr. O'Brien, what are
6	BZA MEMBER: We don't know when	6	you asking for? How many days? Do you
7	Alexis contacted them?	7	want to put a date on it? Like the last
8	MS. HARTMAN: I do not.	8	one?
9	BZA MEMBER: We don't know who	9	MR. O'BRIEN: What
10	else Alexis contacted?	10	MR. KOUDELA: Sure, go ahead.
11	MS. HARTMAN: I do not.	11	MR. O'BRIEN: we're doing is we
12	BZA MEMBER: So we don't know if	12	can put the same date on it. It's February
13	we asked any roofing companies for	13	in Cleveland, Ohio, I believe we are coming
14	temporary repairs and a contract to	14	up on a stretch of cold weather right now.
15	complete repairs or anything like that?	15	As it is snowing today, and I believe it's
16	MS. HARTMAN: I do not.	16	supposed to be below freezing coming up
17	BZA MEMBER: In my experience,	17	this weekend, I would anticipate though,
18	most roofing companies will come and either	18	even the weather in Cleveland, there should
19	temporary patch or tarp, as Mr. Yarletts	19	be a day in the next in the next let's
20	said, in anticipation of doing the work.	20	say four weeks that this should be able to
21	We talked about weather, I know	21	be fixed.
22	we've had quite a stretch of better	22	So, I would ask for an extension
23	weather. So, are we looking for better	23	to the middle of March; let's say March
24	weather than we've had these last two	24	15th to complete this repair.
25	weeks?	25	BZA MEMBER: And again, so I'm
			5,
	78		80
1	78 MS. HARTMAN: I only know what I	1	80 sorry, I want to confirm you are asking for
1 2	MS. HARTMAN: I only know what I	1	sorry, I want to confirm you are asking for
2	MS. HARTMAN: I only know what I know, and this is all I've know because	2	sorry, I want to confirm you are asking for an extension until March 31st with no
2 3	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of	2 3	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the
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2 3 4 5 6 7 8	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of this apartment. BZA MEMBER: And no one has gone into the apartment to I understand that it's still leaking, but there are preventative measures we can take inside,	2 3 4 5 6 7 8	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the meantime? MR. O'BRIEN: They will they will do whatever I think we can have we can have Justin or another crew go up there and take a look inside the apartment.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of this apartment. BZA MEMBER: And no one has gone into the apartment to I understand that it's still leaking, but there are preventative measures we can take inside, cut out mold, put a trap that will come from the ceiling, plastic trap down into a bucket, anything to eliminate? So, no attempt has been made to remediate any mold, mildew, falling paint, all of the things that are pictured in Mr. Brennan's pictures? MS. HARTMAN: Again, Alexis has been dealing with that part of the apartment, so BZA MEMBER: So, we don't have any information on any attempts of anything that we have done to remediate the situation other than we know that Turn Key has an invoice dated nine days ago to do	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the meantime? MR. O'BRIEN: They will they will do whatever I think we can have we can have Justin or another crew go up there and take a look inside the apartment. Again, it's not my understanding that this is water pouring into the unit, these are BZA MEMBER: Right. MR. O'BRIEN: We can go up there and see what can be done, we can offer to have these tenants relocated or BZA MEMBER: A reasonable time to relocate someone for roofing repair that is I mean, based on these pictures, it's not recent, right? This is not a recent issue that we would want to move someone for MR. O'BRIEN: And it's not an issue that my client had any knowledge of

81 Item #1. 1 attempt to get them to come out on e 1 MR. KOUDELA: Mr. -- sorry. of the 55 degree days last week so they 2 BZA MEMBER: No, I'm good. I'm 2 3 could come out? 3 good. 4 MS. HARTMAN: So, the gentleman's 4 MR. KOUDELA: Mr. Brennan, you, 5 you mentioned August in an elevator? **5** name is Jesse that works for the company 6 MR. BRENNAN: Yes. 6 and he came out and he checked to -- like, 7 MR. KOUDELA: What was that in 7 the spots to see, obviously, so he can give regards to? Was that the initial complaint 8 us the grand total of what it would be. 8 that you heard about this event? 9 So, that's when he gave us this and said 9 10 MR. BRENNAN: Yes, from the 10 what day he would be able to come out. MR. HILL: And he didn't cover it? 11 tenant. 11 MR. KOUDELA: Okay. So, that was 12 **12** I mean, you guys were hiring him, I guess, the initial complaint, and, to the best of so, he didn't try covering it, trying to --13 13 your knowledge, Shoregate Towers knew about MS. HARTMAN: That's as far as I 14 14 15 the leaking and the issues in Unit 1250? 15 know, I am so sorry. MR. BRENNAN: Correct. MR. HILL: -- secure the area. 16 16 17 MR. KOUDELA: Okay. 17 MR. KOUDELA: But he was able to MR. O'BRIEN: You said I was gain access to the roof? 18 18 MS. HARTMAN: Justin gave him 19 present? 19 20 MR. BRENNAN: Yes, you were. 20 access to the roof. MR. O'BRIEN: I don't recall the MR. KOUDELA: So, Justin can gain 21 21 22 conversation, but that's okay --22 access to that one? 23 MR. BRENNAN: Nope --23 MS. HARTMAN: I don't know if he went in the unit, I just know that he was MR. O'BRIEN: -- I've got other 24 24 able to go up to the roof. 25 things on my mind --25 82 84 MR. KOUDELA: Okay. 1 MR. BRENNAN: -- no, that's okay. 1 2 MR. O'BRIEN: Yeah. 2 MR. O'BRIEN: You don't know if MR. BRENNAN: It was the day that 3 3 he's a salesman or a repairman, do you? MS. HARTMAN: Jesse? 4 we were doing --4 MR. O'BRIEN: I remember being MR. O'BRIEN: Yeah. 5 5 MS. HARTMAN: He is a repairman. 6 there with you. 6 MR. O'BRIEN: Okay. All right. 7 MR. BRENNAN: What's that? 7 8 MR. O'BRIEN: I remember being 8 MR. KOUDELA: Anything else? Okay. So Ms. Langraf, is this the there with you and Justin --9 9 MR. BRENNAN: Yes, in the 10 10 same --MS. LANGRAF: Hold on a second. elevator. 11 11 12 MR. O'BRIEN: -- but I don't 12 Do you have anything else to add? recall -- I don't recall anybody saying 13 MR. O'BRIEN: No. I said my --13 that they had a problem with the ceiling in essentially my same arguments would be the 14 14 their unit. same for the two motions. 15 15 MR. BRENNAN: Danny pulled out his 16 MS. LANGRAF: Okay. So, you are 16 17 phone and showed you pictures. 17 asking for a general appeal of all of the MR. O'BRIEN: Okay. Yeah. cited violations, right? 18 18 MR. O'BRIEN: Yeah. So, the first 19 BZA MEMBER: Okay. 19 MR. O'BRIEN: It's not the only 20 motion would be that -- that all the -- the 20 time I [unintelligible] people. violation notices are --21 21 MS. LANGRAF: Mr. Hill. 22 22 MS. LANGRAF: Just a general 23 MR. HILL: Was there any attempt 23 appeal that --24 last week -- you said you were waiting for 24 MR. O'BRIEN: -- a general appeal a nice day in the winter. Was there any saying that they are not consistent with 25 25 23

	85		generally that that the Applicant
1	the Code -	1	
2	MS. LANGRAF: Okay.	2	believes the Property Maintenance Code is
3	MR. O'BRIEN: and therefore	3	not appropriately applied and there's a
4	they should be disregarded by this Board	4	violation, and then secondly, that they
5	MS. LANGRAF: And then the	5	want to extension of time.
6	MR. O'BRIEN: there should be	6	BZA MEMBER: Got it.
7	an additional amount of time to make the	7	MR. KOUDELA: Okay. Would
8	repairs until March 15th, because the	8	somebody like to make a motion in Case
9	amount of time on the circumstances is	9	Number 24-2?
10	unreasonable. So, we're asking for March	10	BZA MEMBER: Mr. Chairman? I'd
11	15th to complete these repairs, fix	11	like to make a motion in Case 24-2. This
12	everything within his suite.	12	is Shoregate Towers, NS, LLC, Lemma
13	MS. LANGRAF: Okay.	13	Getachew and Guenet Indale 30901 Lakeshore
14	MR. KOUDELA: And actually, Ms.	14	Boulevard, seeking to grant an appeal of
15	Langraf, did Mr. O'Brien, I thought you	15	again the aforementioned, Shoregate Towers
16	said that number one, the missing	16	NS, LLC, Lemma Getachew and Guenet Indale,
17	electrical outlet wasn't a big deal	17	for the violation dated 1/23/24 in
18	MR. O'BRIEN: I believe that's the	18	Apartment 1250 of the East Building
19		19	according to Property Code 605.1, 305.3,
20	MR. KOUDELA: You weren't here for	20	and 304.7.
21	that, that was your first statement.	21	MR. KOUDELA: Okay. Thank you.
22	MR. O'BRIEN: I believe that was a	22	Can I get a second, please?
23	maintenance issue, but that's covered in	23	MS. CLARKE: I second.
24	the first part of the [unintelligible].	24	MR. KOUDELA: Ms. Clark, thank
25	MS. LANGRAF: It would be covered	25	you.
	86		88
1	in the extension as well, is that what	1	Roll call?
2	you're asking for as well?	2	MADAM SECRETARY: Mr. Koudela?
3	MR. O'BRIEN: It can be fixed	3	MR. KOUDELA: No.
4	tomorrow. I mean, if it's not it'll be	4	MADAM SECRETARY: Mr. Flaisig?
5	fixed.	5	MR. FLAISIG: No.
6	MS. LANGRAF: All right. So, it's	6	MADAM SECRETARY: Mr. Yarletts?
7	going to be a general appeal of all of the	7	MR. YARLETTS: No.
8	Property Maintenance Code violations	8	MADAM SECRETARY: Mr. Hill?
9	referenced in January 21st, 2024 citation,	9	MR. HILL: No.
10	so, you'll vote on that.	10	MADAM SECRETARY: Ms. Clarke?
11	And then the second motion would	11	MS. CLARKE: No.
12	be for an appeal on the Applicant's request	12	MR. KOUDELA: Okay. Can I get a
13	for an extension of time.	13	does someone want to make a motion for
14	MR. KOUDELA: To March 15th,	14	the second extension of March 15th, please?
15	correct?	15	BZA MEMBER: Mr. Chairman, I'd
16	MS. LANGRAF: To March 15th to	16	like to make a motion in Case 24-2
17	repair the stated violations.	10	Shoregate Towers NS, LLC, Lemma Getachew
18	BZA MEMBER: Is this going to be	17	and Guenet Indale at 30901 Lakeshore
19	five motions?		
	MS. LANGRAF: Two motions.	19	Boulevard, seeking an seeking to grant
20 24		20	an appeal of, again, Shoregate Towers, NS,
21	BZA MEMBER: One motion for	21	LLC, Lemma Getachew and Guenet Indale to
22	general appeal of all three	22	the violation dated 1/23/24. This is for
23	MS. LANGRAF: Just one second.	23	Apartment 1250 East Building with Property
24 25	It's one Property Maintenance Notice, and	24	Management Code 605.1, 305.3, 304.7,
	the first is going to be an appeal just	25	seeking to extend the compliance date to 24

15	MR. O'BRIEN: Yeah. And it'll be			
15				
14	them up.	16	Brian Kuebler - Electronic Signature	
13	MS. LANGRAF: He's going to type	14 15		
12	[unintelligible].	13	<u>11</u> day of MARCH A.D. 2024.	
11	MR. O'BRIEN: About the issues of	12	hand and seal of office, at Cleveland, Ohio, this	
10	this Board of what?	11	IN WITNESS WHEREOF, I have hereunto set my	
9	MS. LANGRAF: A written notice of	10	computer-aided notes.	
8	written notice of this Board.	9	is a true and correct transcript of my	
7	MR. O'BRIEN: We'll receive a	8	that I wrote the same in stenotypy, and that this	
6	MS. LANGRAF: A what?	7	I attended the foregoing meeting in its entirety,	
5	written notice of the Board		and for the State of Ohio, do hereby certify that	
4	MR. O'BRIEN: Of this of a	4 5	I, Brian Kuebler, a Notary Public within	
3	the meeting?	3	<u>CERTIFICATE</u>	
2	MS. LANGRAF: A written notice of	2	0.5.0.7.5	
1	notice of this today?	1		
	90		92	
25	MR. O'BRIEN: And we we'll get	25		
24	that council meeting as well, all right?	24		
23	MR. KOUDELA: I'd recommend you go	23		
22	MR. O'BRIEN: Okay.	22	adjourned at 8:46. Thank you.	
21	to deny both of your appeals for 24-2.	21	MR. KOUDELA: Okay. Meeting	
20	recommend that at the next council meeting	20	MS. CLARKE: Aye.	
19	Board of Zoning Appeals is going to	19	MADAM SECRETARY: Ms. Clarke?	
18	MR. KOUDELA: Okay. Mr. O'Brien	18	MR. HILL: Aye.	
17	MS. CLARKE: No.	17	MADAM SECRETARY: Mr. Hill?	
16	MADAM SECRETARY: Ms. Clarke?	16	MR. YARLETTS: Aye.	
15	MR. HILL: No.	15	MADAM SECRETARY: Mr. Yarletts?	
14	MADAM SECRETARY: Mr. Hill?	14	MR. FLAISIG: Aye.	
13	MR. YARLETTS: No.	12	MADAM SECRETARY: Mr. Flaisig?	
12	MR. FLAISIG: NO. MADAM SECRETARY: Mr. Yarletts?	12	MR. KOUDELA: Aye.	
10	MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No.	11	MADAM SECRETARY: Mr. Koudela?	
9 10		9 10	MR. KOUDELA: Thank you, Mr. Hill. Roll call.	
8 9	MADAM SECRETARY: Mr. Koudela? MR. KOUDELA: No.	8 9	MR. HILL: Second.	
8		8	MR. KOUDELA: Can I get a second?	
6 7	Yarletts. And roll call.	7	like to make a motion to adjourn.	
5 6	MR. KOUDELA: Thank you, Mr.	5	MR. YARLETTS: Mr. Chairman, I'd	
4	MR. YARLETTS: I'll second.	4	motion to adjourn?	
3	Can I get a second?	3	All right. Someone want to make a	
2	MR. KOUDELA: Okay. Thank you.	2	MR. KOUDELA: Any new business?	
1	March 15th of 2024.	1	BZA MEMBER: No.	1.
	89			

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	Item #1	
1		
2	WILLOWICK BOARD OF ZONING APPEALS	
3		
4		
5		
6		
7	ON WEDNESDAY, FEBRUARY 14, 2024,	
8	COMMENCING AT 7:30 P.M.	
9		
10		
11	BOARD MEMBERS: NICK KOUDELA RICH HILL	
12	TOM FLAISIG PHIL YARLETTS	
13	DEBBIE CLARKE	
14	ALSO PRESENT: STEPHANIE LANGRAF, ESQ.	
15		
16	MADAM SECRETARY: CHRISTINE MORGAN	
17		
18	TRANSCRIBED BY: BRIAN KUEBLER	
19		
20		
21		
22		
23		
24		
25		

	Item #1.
1	MR. KOUDELA: Let's stand and do
2	the pledge, please.
3	
4	(Thereupon, the Pledge of Allegiance was recited
5	by all.)
6	
7	MR. KOUDELA: Okay. Can we get a
8	roll call, please.
9	MADAM SECRETARY: Mr. Koudela?
10	MR. KOUDELA: Here.
11	MADAM SECRETARY: Mr. Flaisig?
12	MR. FLAISIG: Here.
13	MADAM SECRETARY: Mr. Yarletts?
14	MR. YARLETTS: Aye. Here.
15	MADAM SECRETARY: Mr. Hill?
16	MR. HILL: Here.
17	MADAM SECRETARY: And Ms. Clarke?
18	MR. KOUDELA: Okay. Thank you.
19	Somebody make a motion to approve the
20	December 13th meeting minutes, please.
21	MR. YARLETTS: Mr. Chairman, I
22	would like to make a motion that we approve
23	the December 13th, 2023 minutes as stated.
24	MR. KOUDELA: Can I get a second?
25	MR. HILL: Second.

	Item #1.
1	MS. CLARKE: Second.
2	MR. KOUDELA: Thank you, Mr. Hill.
3	Roll call, please.
4	MADAM SECRETARY: Mr. Koudela?
5	MR. KOUDELA: Aye.
6	MADAM SECRETARY: Mr. Flaisig?
7	MR. FLAISIG: Aye.
8	MADAM SECRETARY: Mr. Yarletts?
9	MR. YARLETTS: Aye.
10	MADAM SECRETARY: Mr. Hill?
11	MR. HILL: Aye.
12	MADAM SECRETARY: And, Ms. Clarke?
13	MS. CLARKE: Aye.
14	MR. KOUDELA: Okay. Before us
15	tonight we have two cases. If I can have
16	anybody that's here for or against, I'd
17	like to swear you in. If you can raise
18	your right hand please, anyone who's going
19	to be speaking here today.
20	MR. O'BRIEN: My name's Mark
21	O'Brien with me here today
22	MR. KOUDELA: Can you just please
23	raise your right hand? Do you, do you
24	swear to tell the truth during these
25	proceedings here today?

	Item #1.
1	MR. O'BRIEN: Yes.
2	MS. HARTMAN: Stephanie Hartman.
3	I swear to tell the truth.
4	MR. KOUDELA: Okay. Thank you.
5	MS. LANGRAF: Also, if the Housing
6	Inspector's going to testify at one time,
7	why don't we just swear him in too.
8	MR. BRENNAN: I swear to tell the
9	truth.
10	MR. KOUDELA: Swear to tell the
11	truth during these proceedings here today?
12	MR. BRENNAN: Yes.
13	MR. KOUDELA: Thank you. Okay.
14	Case No. 24-1 is an appeal of Shoregate
15	Towers.
16	If you could state your name and
17	address for the record, please.
18	MR. O'BRIEN: Hi, my name is Mark
19	O'Brien. I'm attorney at law in the State
20	of Ohio. My address is 12434 Cedar Road,
21	Suite 11, Cleveland Heights, Ohio 44106.
22	And I'm the attorney on behalf of Lemma
23	Getachew, Guenet Indale, and Shoregate
24	Towers NS, LLC.
25	MR. KOUDELA: Okay.

Item #1.

	Item ‡
1	MR. O'BRIEN: Okay.
2	BZA MEMBER: So, first one
3	first one we're going to discuss is Case
4	No. 24-1. This is in regards to a
5	maintenance violation dated 1/24/24,
6	Apartment 850 East Building.
7	If you could just kind of state
8	your reasoning what we're here for today.
9	MR. O'BRIEN: So, we are here
10	today because Mr. Brennan filed or
11	served upon our clients a Notice of
12	Violations titled a Property Maintenance
13	Notice with respect to the International
14	Property Maintenance Code Section 309.1 in
15	which it states all structures shall be
16	kept free from insect and rodent
17	infestation. All structures in which
18	insect or rodents are found shall be
19	promptly exterminated by approved process
20	that will not be injurious to human health.
21	Mr. Brennan then ordered in his
22	violation notice that the tenant that
23	the property owner shall properly
24	exterminate all insects and roaches
25	throughout Apartment No. 850 East Building

and submit copies of reports and invoices, his compliance date, as stated in the notice, was January 29th or a five-day thereafter. My client contends that, first of all, that such compliance date is not possible, that it's unreasonable under the Property Maintenance Code to request that somebody exterminate any insects or they're filed with the code within such time.

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Section 107 of the Code specifically states that any notice that's given by the building official shall require not only that it be in writing, provide a description of real estate, include statement of violation, and why the notice is being issued, and also include a correction order, allowing a reasonable time to make repairs and improvements required to bring the dwelling, unit, or structure into compliance with provision to the Code.

It is our contention that allowing only five days to bring the structure into compliance with the Code is unreasonable and therefore violative of the 2015

Property Maintenance Code.

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My client's representative who is here to testify with me today will state that they attempted to ameliorate the problem, but they were unable to do so because they could not gain admittance to the property.

8 That when they went with their --9 with the property's pest control company, 10 that they attempted to gain entry and the 11 -- the tenant who lived there would not 12 allow them entry.

13 They tried to key in and the 14 tenant who was there in the apartment had 15 barred the chain on the door. They had 16 prevented them from any entrance. They 17 would not let them in and would not let 18 them provide treatment for the infestation. 19 With me today is Stephanie

With me today is Stephanie Hartman.

21 Stephanie, can you step up to the 22 podium.

MS. HARTMAN: Yes. Hello.
MR. KOUDELA: Can you say your
name and address for the record, please.

		Item #1.
1		MS. HARTMAN: Do you want my home
2		address?
3		MR. O'BRIEN: Just Shoregate
4		Towers.
5		MR. KOUDELA: Just Shoregate
6		Towers is fine.
7		MS. HARTMAN: Stephanie Hartman,
8		30901, Lakeshore Boulevard, Willowick, Ohio
9		44095.
10		MS. CLARKE: And what's your
11		affiliation with Shoregate Towers?
12		MS. HARTMAN: I'm the property
13		manager.
14		
15		EXAMINATION OF STEPHANIE HARTMAN
16		BY MR. O'BRIEN:
17	Q.	And how long have you been the property manager
18		for Shoregate?
19	A.	August of 2023.
20	Q.	And you're the onsite property manager, right?
21	A.	Yes, correct.
22	Q.	What are your duties as the onsite property
23		manager?
24	A.	To manage the property.
25	Q.	Okay. And what do you mean by "manage the

		Item #1.
1		property"?
2	A.	I have to look over all every little aspect of
3		it. Leasing, making sure my maintenance guys are
4		doing what they're supposed to be doing, making
5		sure this company is doing what they're supposed
6		to be doing, which is the pest control.
7	Q.	Okay. And did you receive the Property
8		Maintenance Violation Notice that we're on here
9		today? I'll show you a copy of it. It's a
10		Property Maintenance Violation Notice dated
11		January 24th, 2024.
12		Are you familiar with this notice?
13	A.	Yes.
14	Q.	Okay. And this is a notice which is attached,
15		Exhibit B, to our Notice of Appeal; is that
16		correct?
17	A.	Correct.
18	Q.	Okay. Do you remember this notice?
19	A.	I do.
20	Q.	Okay. What action did you take when you got this
21		notice?
22	A.	I went with the pest control company to the unit.
23		And I videoed to make sure, because he said he
24		could not gain entry, so I said, I'm going to go
25		with you because I have to make sure that I can

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		Item #1.
1		prove it. And I videoed the fact that they would
2		not allow him in. He tried to key in and they
3		had the lock on, so
4	Q.	Okay. I'm going to play a copy of the video for
5		you first.
6	A.	Okay.
7	Q.	First of all, do you recognize this door front
8	A.	I do.
9	Q.	in the video?
10		Okay. We'll play this for you first and then
11		for the Board.
12		
13		(Thereupon, video played.)
14		
15	Q.	First of all, can you tell me what's happening
16		here.
17	A.	This is Sean trying to get into the unit and it's
18		locked.
19	Q.	And what does he do?
20	A.	He tries to key into the unit.
21	Q.	After knocking the door, right?
22	A.	After he knocks.
23	Q.	Was he able to gain entrance?
24	A.	He was not able to gain entrance because they had
25		the little hotel lock on
	I	

		Item #1.
1	Q.	Okay.
2	A.	so, they were in the unit.
3	Q.	Okay. And you're the one who took this video?
4	A.	I did.
5	Q.	Okay. So why were you there with him?
6	A.	To prove that they refused anybody to go into the
7		unit.
8	Q.	Okay. And by refusing you mean they have the
9		security lock bar from the inside?
10	A.	Yes.
11	Q.	Okay. And so, you knocked, announced yourselves,
12		they would not let you in?
13	A.	Correct.
14	Q.	And this is what day?
15	A.	Is it okay if I look on my phone to see what it
16		is?
17	Q.	Yes.
18	A.	Okay. I believe I sent it to you the exact same
19		day. This was January 26th at 2:34 P.M.
20	Q.	Okay. So, that's two days after you got the
21		notice, right?
22	A.	Correct.
23	Q.	And Sean, you referred to Sean, he's the
24		gentleman in the video who looked do you know
25		his last name?
	Î	

		Item #1.
1	Α.	I don't.
2	Q.	Sean Ford, does that sound familiar?
3	Α.	Yes.
4	Q.	Okay. And he works for whom?
5	Α.	I can't say the company, Elrich [sic]
6	Q.	Ehrlich Pest Control.
7	Α.	Ehrlich.
8	Q.	A division of Rentokil.
9	Α.	Yes.
10	Q.	Most aptly named company in the world.
11		And Sean comes how often?
12	Α.	Every Friday.
13	Q.	Okay. And what does he do every Friday?
14	Α.	He does 18 units and he does the outside of the
15		unit or outside of the building. He also does
16		the inside. He does the common areas. He does
17		garbage chutes and
18	Q.	But if you have some units that require
19		attention, he does those units?
20	Α.	Yes.
21	Q.	And that's 18 units, right?
22	Α.	18 units.
23	Q.	So, he came on the 26th of January?
24	Α.	He did. It was a Friday.
25	Q.	Okay. Which is two days after you got the

			ltem #1.
1		notice, right?	
2	A.	Correct.	
3	Q.	And you attempted to have him treat the unit?	
4	A.	Correct.	
5	Q.	But were unsuccessful?	
6	A.	Exactly.	
7	Q.	And why were you unsuccessful?	
8	A.	They refused to let us in.	
9		MR. O'BRIEN: I'll play this for	
10		the Board then. I've got a copy for you	as
11		well. I'll stand here if that's okay.	
12		Can everybody see this?	
13		MS. LANGRAF: Do you have a copy	
14		for the Clerk?	
15		MR. O'BRIEN: We have a copy, bu	t
16		I'll just play it one time for everybody	•
17			
18		(Thereupon, video played.)	
19			
20		MR. KOUDELA: Okay. Mr. O'Brien	,
21		if you're if you're ready, back to my	
22		initial question. What are we doing her	е
23		today? What are you	
24		MR. O'BRIEN: We are into	
25		MR. KOUDELA: looking to do?	
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ltem #1.

MR. O'BRIEN: We are here today because we would like the Board to agree with us that the Violation Notice does not comply with the 2015 Property Maintenance Code because it does not provide an adequate amount of time under the circumstances to address the issue and bring the property into compliance. Again, 2015 Property Maintenance Code, which is incorporated into the Codified Ordinances of the City of Willowick by Section 1367.01 thereof requires that adequate notice be given, and that the landlord be given or the property owner be given an adequate amount of time, not only to correct the violation, but to bring the property back into compliance with the provisions of the Code. And we submit to you -- we contend that a Property Maintenance Violation of the notice that only gives five days to bring the property into compliance, which means to exterminate all pests under the

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this case is 309.1 does not give adequate

Property Maintenance Code section, which in

Item #1. amount of time. 1 So, we are asking the City to 2 3 amend, at the very least, the Violation 4 Notice to allow my client enough time to 5 bring the property back into the compliance, which would include then, you 6 7 know, giving them enough time to get the 8 tenant who will not let them in, to let 9 them in to perform what needs to be 10 performed, which is infestation this 11 instance. 12 MR. KOUDELA: Okay. 13 MR. O'BRIEN: Thank you. 14 MR. FLAISIG: Mr. O'Brien, is that tenant still occupying Apartment 850? 15 16 MS. HARTMAN: She is currently 17 under eviction, so I'm just waiting on that timeframe. 18 19 MR. O'BRIEN: Yeah, We filed an 20 eviction case in the Willoughby Municipal 21 Court. This is one of the Section 8 2.2 tenants from the Lake Municipal Housing 23 Authority. 24 Lake Municipal Housing Authority 25 has terminated their contracts with

Shoregate Towers. Those units -- those tenants who have failed to vacate their units and find new housing and who are not paying their rent, are now being evicted for non payment of rent. And this unit should be -- I believe we're scheduled on this case to go before the Willoughby Municipal Court on March 4th, which means that we anticipate getting a judgement on that date, which means by the middle of March this tenant should have vacated. So, we would ask that you give us -- and since they won't let us gain entry to the unit, since they're barring the door and not answering and not letting us in, we ask that you give us at least until a few days after that date, until say March 20th, to go and treat for roaches and to fix whatever problems are in the unit. MR. KOUDELA: Okay. MR. O'BRIEN: And I have here a thumb drive, it contains the video. So, if I can submit it, the material to the Clerk.

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MR. KOUDELA: Yep.

	Item #1.
1	MR. O'BRIEN: Thank you.
2	MR. FLAISIG: Now do you have
3	video of your attempts on February 2nd and
4	February 9th, the two Fridays after your
5	26th attempt of attempting to gain access
6	to the property?
7	MR. O'BRIEN: I have not
8	[unintelligible] no, but will this
9	tenant allow you to gain entry to that
10	unit?
11	MS. HARTMAN: No, they will not
12	answer any phone calls, they will not
13	answer any messages. They want nothing to
14	do with me.
15	MR. O'BRIEN: The point is just
16	that the Property Maintenance Code states
17	that notice shall be given and that the
18	notice shall include a reasonable time in
19	which to ameliorate the problem and to
20	bring the property back into compliance.
21	The Code also requires or also
22	states that not just the building owner or
23	the property owner, but also the occupant
24	of the unit, you know, can be cited for
25	such for any [unintelligible] under the

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	ltem #1.
1	Code. And in this case, the occupant
2	wasn't cited, but only the property.
3	MS. CLARKE: Mr. O'Brien, I just
4	have a couple questions.
5	MR. O'BRIEN: Yeah.
6	MS. LANGRAF: : So, on the 24th
7	you got a notice that you needed to
8	promptly exterminate insects and roaches
9	throughout Apartment 850 in the East
10	Building, right? Your tenant did? Your
11	client?
12	MR. O'BRIEN: My client received
13	that, yes.
14	MS. LANGRAF: : Okay. And then
15	that video, it said she went there on the
16	26th; is that right?
17	MR. O'BRIEN: So, it was the 26th?
18	MS. HARTMAN: Let me confirm in my
19	cellphone because that's the day that I
20	sent it to you, so
21	MR. O'BRIEN: I confirmed that you
22	sent me the video on January 26th at 2:34
23	P.M.
24	MS. LANGRAF: : Okay.
25	MR. O'BRIEN: And Sean Ford is the

	Item #1.
1	technician for Ehrlich Pest Control that
2	could that has been coming, I don't
3	know, probably a couple years, before your
4	time
5	MS. HARTMAN: Yeah.
6	MR. O'BRIEN: to perform pest
7	control maintenance at the property every
8	Friday.
9	MS. LANGRAF: : Sure.
10	MR. O'BRIEN: And so, they they
11	have a contract that says that Ehrlich will
12	will will treat not just common areas
13	in the building, but they'll also treat a
14	number of units every Friday, that's 18
15	units.
16	So, if Stephanie tells them that
17	we need these units treated, they will go
18	treat them.
19	MS. LANGRAF: : Okay. So, on the
20	24th, you got a notice from the City that
21	there was an issue in Apartment 850. Do
22	you know if that apartment was already
23	scheduled with Sean that day or did you
24	tell them to go there?
25	MS. HARTMAN: I'm sorry, repeat

	Item #1.
1	the question. Because it would've been for
2	sure the 26th. I'm sorry, I was just
3	looking at the date because the date is the
4	is a Friday.
5	MS. LANGRAF: : Was that apartment
6	scheduled for the pest control on the 26th
7	or did you add that onto the to the
8	MS. HARTMAN: I added that on
9	MS. LANGRAF: [unintelligible].
10	Okay.
11	MS. HARTMAN: yeah.
12	MS. LANGRAF: : So, the compliance
13	date was January 29th, but you were at the
14	apartment with pest control on the 26th.
15	MS. HARTMAN: Correct.
16	MS. LANGRAF: : And you're here
17	today saying that the 29th was not a
18	reasonable amount of time to get pest
19	control to the apartment?
20	MS. HARTMAN: They refused entry.
21	MS. LANGRAF: : And then your
22	appeal was filed on the 26th as well?
23	MR. O'BRIEN: I filed I think I
24	brought the appeal I brought the appeal
25	in on the 29th.

	Item #1.
1	MS. LANGRAF: : 29th. But you
2	served it on the City on the
3	MR. O'BRIEN: And for some reason
4	it says received on the 26th.
5	MS. LANGRAF: : Yeah.
6	MR. O'BRIEN: And I know because
7	when I arrived I saw Mr. Brennan at the
8	window, and I was given or no, no,
9	that's not right. I came, I brought it in
10	the 26th, and then I was told to come back
11	on the 29th. So yes, I filed this on the
12	26th.
13	MS. LANGRAF: : Okay.
14	MR. BRENNAN: Mr. Chairman
15	MR. KOUDELA: Yes.
16	MR. BRENNAN: I believe this
17	was a Friday.
18	MR. O'BRIEN: Yeah, so I came in
19	on a Friday.
20	MR. BRENNAN: Yeah, it was on a
21	Friday, and I don't know exactly what the
22	date was on that Friday.
23	MR. O'BRIEN: That was the 26th.
24	It was the 26th, and then Sean said the
25	secretary wasn't there, and then I get

called and I got called and I came back on the 29th and gave him the check, and I got -- and then received the paperwork on that date. But yes, I was there on the 26th because if we believe that a Violation Notice did not comply with the Code, that we have 20 days then to -- under the Code -- to file an appeal with this Board.

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And I didn't believe that at that time -- that giving five days' notice to eradicate all pests in one apartment is reasonable. I also -- I mean, you know, I also believe that -- and not that the Board cares about this, you might care about this -- I also think that, you know, that the ordinance itself is violative to a substantive due process because it doesn't provide, you know, reasonable time to comply necessarily, because the definition of infestation under this -- under this Property Maintenance Code means even one insect or one rodent, so I don't know how anybody could ever comply with the Code when it says that even one bug is an infestation. And it's impossible in a 403

	Item #1.
1	unit, two-tower apartment building to not
2	have one bug in the unit.
3	And I know you would understand
4	what substitute process is, I don't think
5	necessarily the Board does, but I don't
6	think that the Code complies with due
7	process in that regard because I think it's
8	impossible not to have one bug in an entire
9	apartment complex of this size.
10	MS. LANGRAF: : So as of today,
11	you haven't been able to get into the
12	apartment?
13	MS. HARTMAN: I have not.
14	MS. LANGRAF: : So, you're asking
15	for until March, what? 20th?
16	MR. O'BRIEN: We anticipate that
17	on March 4th, barring anybody, you know,
18	entering an appearance on behalf of the
19	tenant and asking for an extension or
20	anything, we anticipate that this person
21	will be will that my client will
22	receive a writ of restitution allowing 7 to
23	10 days for the person to get out as of
24	March 4th.
25	So I would anticipate that by the

middle of March this person should have been removed from the property and they can get in -- problems for the towers is that there are numerous tenants -- there are numerous tenants who are very good tenants and there are numerous tenants who were very bad tenants and they're in the process of evicting -- evicting all the very bad tenants. The ones who do not comply with their obligations under Ohio Landlord Tenant Acts to keep their property clean. And also under this Property Maintenance Code, tenants are required to keep their property clean, to do things like not allow bugs or roaches to come in, to remove their garbage, to clean their apartment. There are some people who do not. There are some people who, you know, are very bad tenants and allow filth to accumulate in their apartments, which attracts, you know, pests.

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So, you know, when you've got tenants like that, and those tenants will not allow management access to the property to allow them to ameliorate the problem

	Item #1.
1	that the tenants themselves are creating,
2	it's very difficult to try to fix the
3	problem.
4	And so, although Stephanie tries
5	very hard to do that, sometimes she's not
6	allowed to do it because the people just
7	won't let her in.
8	So, we just ask you to give us
9	additional time to allow the problem to be
10	fixed I would say, you know, 10th of
11	March. So, we would like you to amend the
12	Violation Notice to give us additional time
13	and fix the problem.
14	MR. FLAISIG: Now, at the time of
15	the attempt to get into the Apartment 850,
16	was the common areas like the hallway,
17	stairwell, were those sprayed?
18	MS. HARTMAN: Yes.
19	MR. FLAISIG: So basically, trying
20	to contain them
21	MS. HARTMAN: Yes.
22	MR. FLAISIG: In the apartment?
23	MS. HARTMAN: Uh-huh.
24	UNIDENTIFIED VOICE: And does Sean
25	he but when he does get in, he'll

	Item #1.
1	spray the doorways, right?
2	MS. HARTMAN: He he sprays,
3	sorry. He will spray the doorway and he
4	will spray throughout the hallway and the
5	door frame.
6	MR. HILL: You keep mentioning
7	this the name Sean. Now does he do
8	does he do this by himself or does he have
9	a crew?
10	MR. O'BRIEN: No, he works for a
11	company called Ehrlich Pest Control.
12	MR. HILL: But when he you say
13	he comes every Friday.
14	MR. O'BRIEN: He is the technician
15	that comes every Friday
16	MR. HILL: By himself?
17	MR. O'BRIEN: By himself that does
18	these two buildings.
19	MR. HILL: So, you're talking
20	about keeping pest control down, how does
21	one person that's 27 weeks to do to
22	do every unit from one person. How is that
23	manageable?
24	MR. O'BRIEN: If there's an issue,
25	I mean, not every apartment has an issue.

		Item #1.
1		There are many people at Shoregate Towers
2		who are very happy there to keep their
3		apartments clean. They don't have issues
4		with pests, but we also there're also
5		two other companies too. There's a company
6		called Porch's Pest Control, which also
7		performs pest controls the property.
8		There's also
9		MS. HARTMAN: [Unintelligible].
10		MR. O'BRIEN what? And there's
11		also T&L, Tillman, which also does other
12		pest control. So there are actually three
13		companies that are performing pest control
14		services at the property, not just Ehrlich.
15		Ehrlich has the biggest contract.
16		They are the one that was tasked with
17		treating for bugs and rodents throughout
18		the property, common areas, exteriors, and
19		a limited number of apartments every week.
20		BY MR. O'BRIEN
21	Q.	But how many how many times do you think do
22		you think, like, do you treat 18 units every
23		week?
24	A.	We treat 18 units. If we have someone that has
25		like a bedbug issue, then we treat about 16
	l	

	Item #1.
1	because the bedbug issue takes close to an
2	hour-and-a-half, so it's like one to two less.
3	MS. CLARKE: So, was any further
4	attempt made to enter the apartment and
5	treat it or
6	MS. HARTMAN: Sean has tried to go
7	two other times and they just refused any
8	service. He has not tried to key in, but
9	he has knocked.
10	MS. CLARKE: So, the people don't
11	ever leave like their apartment, like you
12	can't
13	MS. HARTMAN: I don't know.
14	MR. O'BRIEN: I mean, he comes
15	every Friday, you know.
16	The point our point is that,
17	you know, there has to be a reasonable
18	opportunity to not only fix the problem,
19	but bring the property back into
20	compliance, and, you know, we, Shoregate
21	Towers has contracted with different pest
22	control companies, the problem is that they
23	can't be there every day all day long, and
24	although
25	BY MR. O'BRIEN

			Item #1.
1	Q.	Steph,	do you make attempt to contact these
2		people	so that we can get in?
3	A.	I do.	
4			MS. HARTMAN: Am I allowed to say
5			something?
6			MR. O'BRIEN: Yeah, go ahead.
7			MS. HARTMAN: Okay. So, they
8			actually the children in that unit have
9			been writing all kinds of vulgar things on
10			the walls as well. So, they refuse to make
11			any contact with me because they're writing
12			the "N" word on the walls. They're writing
13			O - S-H-I-T all over. So, they refuse to
14			have any contact with me due to the
15			eviction. So, they want nothing to do with
16			us and they're just waiting to for their
17			final day, apparently.
18			MS. CLARKE: How do you know that?
19			MS. HARTMAN: Because they threw a
20			bag of dog poop at one of my maintenance
21			guys.
22			MS. CLARKE: But how do you know
23			they're writing on the inside of the
24			apartment if you can't get into it?
25			MS. HARTMAN: Not on the inside of

	Item #1.
1	the apartment, on the inside of the
2	stairwells.
3	BZA MEMBER: Did you go back with
4	Sean the next two times that he attempted
5	to go in?
6	MS. HARTMAN: I did not.
7	BZA MEMBER: Okay. So, there was
8	no attempt to key in. You don't know that
9	the door was barred?
10	MS. HARTMAN: He just told me.
11	Because when I'm the only one in the
12	office, I don't have time to go every
13	single time.
14	BZA MEMBER: Why did you go the
15	one time you did go?
16	MS. HARTMAN: Because I wanted to
17	prove I wanted to prove that they
18	refused to let us in.
19	BZA MEMBER: So, I guess what's
20	the difference between the next two if
21	we've had this appeal holding? I mean, I
22	would've I would've expected that we
23	would've done the same thing each time,
24	right?
25	MS. HARTMAN: To be honest, I

	Item #1.
1	didn't know that I was going to have to be
2	here, and I didn't know that I would even
3	take a video, I just wanted to prove it
4	that one time to him.
5	BZA MEMBER: How did they how
6	did we find this for the team how did we
7	get in there the first time to find this?
8	MR. BRENNAN: Mr. Chairman?
9	MR. KOUDELA: Yes, sir.
10	MR. BRENNAN: I was on an annual
11	inspection. This Apartment 850 in the East
12	Building was one of the last few apartments
13	that we had to get into complete our annual
14	inspection. And while we were doing this
15	inspection, my other inspector Alfredo was
16	with me also. We were walking through the
17	apartment trying to do our inspection and
18	he was in the dining room, he noticed some
19	roaches I do have some pictures here. I
20	just brought them with me and brought one
21	for Mr. O'Brien to take a look at them.
22	These if you'll want to just
23	pass those down.
24	MR. BRENNAN: So, Alfredo took the
25	picture in the dining room and it's going

Item #1. to be the first page. As I was walking 1 down the hallway going towards the back 2 3 bedrooms, the bathroom area, there was 4 roaches on the ceilings, and then as we 5 opened up the bathroom door -- excuse me -you could see lots of roaches all over the 6 7 top of the door, also was in the bathroom, 8 there was roaches all over the walls. 9 BZA MEMBER: How did you gain 10 access to this apartment? 11 MR. BRENNAN: I was in that 12 apartment with the maintenance man -- oh, 13 my mind is going blank with his name. 14 MS. HARTMAN: Justin. 15 MR. BRENNAN: Justin, Justin Clay. 16 BZA MEMBER: How did you enter, 17 did you knock and the tenant let you in? MR. BRENNAN: Justin knocked on 18 19 the door. He had the key and he opened the 20 door. 21 BZA MEMBER: Now have the adjacent 2.2 apartments been checked? Because I mean, 23 from these pictures there's no way they're 24 contained the one -- in this one apartment. 25 They're just not possible.

	Item #1.
1	MS. HARTMAN: I would have to see
2	my pest control list to make sure that they
3	were or not.
4	MS. LANGRAF: : In the interest
5	for clarity, we're only here on Apartment
6	850.
7	BZA MEMBER: Now my question is
8	any other adjacent is checked?
9	BZA MEMBER: Mr. Brennan?
10	MR. O'BRIEN: Do not know.
11	MS. HARTMAN: I do not know.
12	MR. O'BRIEN: If she doesn't know,
13	she doesn't know.
14	BZA MEMBER: Mr. O'Brien brings up
15	a reasonable amount of time. In your
16	opinion, is five days long enough? I mean,
17	is that somewhat standard?
18	MR. BRENNAN: Mr. Chairman?
19	MR. KOUDELA: Yes.
20	MR. BRENNAN: Yes, I believe
21	that's enough time to have that apartment
22	treated.
23	MR. KOUDELA: Okay. Mr. Brennan,
24	how much notice do you have to give the
25	apartment to go there? Like you didn't

	Item #1.
1	have any issues with gaining entry, did you
2	give notice, or did you just show up and
3	say we're here for inspection?
4	MR. BRENNAN: When we make an
5	appointment for an annual inspection, they
6	notify their tenants. So, this was one of
7	the straggler apartments where we couldn't
8	have entry in, so
9	MR. KOUDELA: Okay.
10	MR. BRENNAN: while we were
11	there, we did make entry. There was no
12	door lock, no hotel lock on it. The trim
13	was busted off on the inside of the door
14	MR. KOUDELA: Okay.
15	MR. BRENNAN: so
16	MR. KOUDELA: Okay. Thank you.
17	MR. BRENNAN: Uh-huh.
18	MR. KOUDELA: Any other questions?
19	BZA MEMBER: Yeah. So so I
20	guess my next question here, why
21	Stephanie, you said that you won't go if
22	you're the only one. So, in the situation
23	here, Sean took Justin in. Was there no
24	maintenance man to attend the second time
25	to validate nobody could get in and these

	Item #1.
1	two subsequent attempts to enter the
2	MS. HARTMAN: I did not require
3	anybody to go with him after that.
4	BZA MEMBER: Okay.
5	MS. HARTMAN: I thought that my
6	one video was going to be proof enough.
7	BZA MEMBER: Does Sean have a key
8	to get in on his own or did you have to
9	provide him a key during that day?
10	MS. HARTMAN: I have to provide a
11	key
12	BZA MEMBER: Okay.
13	MS. HARTMAN: yeah.
14	BZA MEMBER: So, we made no
15	attempt other than knocking on the door the
16	next few times?
17	MS. HARTMAN: Correct.
18	BZA MEMBER: But we made three
19	attempts?
20	MS. HARTMAN: Correct.
21	BZA MEMBER: Okay. So, three
22	attempts since the 26th to do this, but
23	it's not been completed?
24	MS. HARTMAN: Correct.
25	BZA MEMBER: And again, the

	Item #1.
1	argument is adequate time, correct?
2	MS. HARTMAN: Correct.
3	BZA MEMBER: Okay. And we've made
4	three attempts?
5	MS. HARTMAN: Correct.
6	BZA MEMBER: Okay.
7	MR. O'BRIEN: The point though is
8	that the the Notice of Violation itself
9	again dated the 24th day of January, which
10	was a Wednesday, and my client attempted to
11	fix the problem on Friday the 26th, and the
12	compliance date was the 29th, which
13	would've been the following Monday.
14	So, under the circumstances when
15	when Mr. Brennan's well aware of the
16	fact that Sean Brennan to come into that
17	Sean Ford comes to the property every
18	Friday and does these treatments. The
19	question is if my client is not able to
20	gain access on that date, that Friday, is
21	requiring the property to be treated and
22	brought back in compliance by that next
23	Monday, is that a reasonable amount of time
24	under the ordinance, and we submit that
25	it's not.

	Item #1.
1	BZA MEMBER: Well, I so you
2	stated there are three companies that work
3	for the property.
4	MR. O'BRIEN: Yes. They do
5	different things.
6	BZA MEMBER: So, do all three of
7	them handle infestations?
8	MR. O'BRIEN: No, that is the
9	contract with Ehrlich for this kind of
10	problem, for bugs in particular. So, if
11	somebody says, I have a problem with
12	roaches or with other bugs, bed bugs, then
13	Stephanie will contact Ehrlich, let them
14	know you've got to treat this unit. And
15	she'll give a list of units to treat and
16	they would go to those units, but Mr. Ford
17	can't be expected to hang around, you know,
18	all day or come back numerous other days to
19	try to address the issue if the tenants are
20	not going to allow them
21	BZA MEMBER: Well
22	MR. O'BRIEN: into the
23	property.
24	BZA MEMBER: So, then my next
25	question is, if another tenant gets a

	Item #1.
1	bedbug infestation on a Monday, do they
2	wait till Friday to have that resolved?
3	MR. O'BRIEN: Yes. If they're
4	if they're if the if my client is
5	told on a Monday that there's an issue that
6	it's Friday that will be addressed.
7	BZA MEMBER: There's no exception
8	to that rule? There's no exception to
9	Ehrlich coming out except on a Friday?
10	MR. O'BRIEN: No. The tenants
11	also have an obligation under the 2015
12	Property Maintenance Code and under Ohio's
13	Landlord Tenant Act to make sure that their
14	property is not infested. So, it doesn't
15	only fall upon the landlord, this when
16	it comes to that, you know, the tenant is
17	also responsible for making sure there is
18	not garbage that is that is allowed to
19	fester in their unit, which attracts pests.
20	They are also required for
21	BZA MEMBER: And, Mr. O'Brien, you
22	don't know if there is garbage
23	BZA MEMBER: But the tenant is not
24	cited for that
25	BZA MEMBER: right?

	Item #1.
1	MR. O'BRIEN: I don't know that,
2	no.
3	BZA MEMBER: Okay.
4	MR. O'BRIEN: Do you know what was
5	the condition of this unit, Stephanie?
6	MS. HARTMAN: I've never been able
7	to go inside that unit.
8	MR. O'BRIEN: They will not allow
9	you to go in?
10	BZA MEMBER: So, we don't know if
11	that's the garbage, so that's neither here
12	nor there?
13	BZA MEMBER: That's so again.
14	MR. O'BRIEN: We don't.
15	BZA MEMBER: We weren't we
16	weren't cited the tenant wasn't cited,
17	right? There was a citation, so again,
18	there's no exception to a Friday. That is
19	the only day that Ehrlich will come out,
20	that is that's the question. There's no
21	exception to that rule?
22	MR. O'BRIEN: Does Justin will
23	Justin go there? Will your maintenance man
24	go there
25	MS. HARTMAN: For?

	Item #1.
1	MR. O'BRIEN: For any kind of
2	infestation or not?
3	MS. HARTMAN: No. So, you are not
4	allowed to mix chemicals. So, if I have
5	Ehrlich coming in to spray for roaches and
6	I get another company to spray for roaches,
7	it could technically hurt the person that's
8	in there because chemicals and chemicals
9	cannot like meet together.
10	BZA MEMBER: Well, I wouldn't
11	expect the maintenance guy to do that
12	MS. HARTMAN: Yeah.
13	BZA MEMBER: I'm asking if the
14	exterminating company would come back and
15	do that on an ad hoc basis.
16	MR. O'BRIEN: No, it's
17	unreasonable to say that in 403 apartment
18	complex that you have to have
19	BZA MEMBER; We're dealing with
20	one, we're here for 850.
21	MR O'BRIEN: I know that. We're
22	talking about a complex that has 403 units.
23	And to say that they have to have a pest
24	control company on, you know, call to come
25	out and treat whenever a property, tenants

that they have an issue is unreasonable.

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So, the point of the Code, if you read the Property Maintenance Code, it says that, you know, before there can be any kind of Violation Notice for any kind of problem, and before there can be any action taken, that the City has to not only provide notice, but give a reasonable opportunity to fix the problem. And the question here is not whether or not the property, that the problem's been fixed, but whether or not a reasonable opportunity was given to the landlord to fix the problem.

And we're just saying that giving five days to fix a problem when a tenant is not allowing access to the landlord is unreasonable. That's what we are saying.

MS. CLARKE: Isn't your argument, not whether it's reasonable, but whether it's reasonable to Shoregate Towers, that's what you're asking us to do.

MR. O'BRIEN: No, my argument is it's reasonable under the circumstances. So if you -- and you'll have the

opportunity to do this, but if you look at Sections 106 and 107 of the Code, you'll see that what is required is that not only -- and this is Section 107.2, Subsection 4, says that the Violation Notice and it states, and I quote, "include a correctional order allowing a reasonable time to make repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of the Code."

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So, it's not [unintelligible] to have to give a reasonable opportunity to fix the problem, and that means, you know, ameliorating the problem entirely, eradicating the unit of any pests.

So, the question is, under the circumstances is five days a reasonable opportunity to fix this problem in this unit? And we contend that it is not, especially when the tenant that is in that unit who knows they're being evicted, will not allow the property owner to come in to that unit and fix the problem. And they bar the door and they don't allow somebody

	Item #1.
1	to come in and they won't answer the door
2	when they knock, you can't expect my client
3	to be able to ameliorate the problem.
4	MS. CLARKE: Are we to expect the
5	Zoning Inspector to anticipate that
6	somebody's going to barricade themselves in
7	the apartment
8	MR. O'BRIEN: No.
9	MS. CLARKE: when they issue a
10	citation?
11	MR. O'BRIEN: No.
12	MS. CLARKE: So, how would we know
13	what would be reasonable in that
14	circumstance?
15	MR. O'BRIEN: Because you're
16	hearing the testimony of my client, Mr.
17	Brennan.
18	MS. CLARKE: I absolutely am, but
19	he issued the notice based on his
20	inspection.
21	MR. O'BRIEN: Yes.
22	MS. CLARKE: Not what happened
23	after the inspection?
24	MR. O'BRIEN: Yes.
25	MR. KOUDELA: Is the goal, if

	Item #1.
1	there is an extension, which we're looking
2	at, by my quick math, from going from five
3	days to about 65 days, right? Riding about
4	two months' worth of time, that's what
5	we're looking for, will there be a check
6	every Friday? Will someone be with the
7	pest control every Friday keying in,
8	attempting to gain a like this is
9	MR. O'BRIEN: Yes.
10	MR. KOUDELA: this is my
11	this is my point of contention is that
12	there has while there've been three
13	attempts, there's only one attempt shown so
14	far where we made a, what I would consider
15	reasonable attempt to gain access
16	MR. O'BRIEN: Stephanie will go
17	back every Friday.
18	MR. KOUDELA: the second and
19	third time were knocks.
20	MR. O'BRIEN: Yeah, Stephanie will
21	go back every Friday, she'll take another
22	video every Friday and we can come back
23	here every week if you like to verify what
24	happened on every Friday.
25	MR. KOUDELA: I would just expect

	Item #1.
1	that we would be taking all measurable
2	steps when we have something of an appeal
3	involved.
4	MR. O'BRIEN: Yes.
5	BZA MEMBER: So, Mr. O'Brien,
6	you're looking for an extension until March
7	20th. Do you feel that that's adequate
8	time? That's what we're here for today.
9	MR. O'BRIEN: I you know,
10	barring any other circumstances to prevent
11	my client from being able to treat, yes.
12	But, you know, if Lake County Fair Housing
13	decides that they want to represent this
14	tenant on a pro bono basis and they ask for
15	something like a jury trial and eviction
16	which you can do, believe it or not and
17	it takes longer to hear this complaint,
18	longer to get this tenant evicted even
19	though they're behind on the rent for how
20	long now?
21	MS. HARTMAN: Several months.
22	MR. O'BRIEN: Yeah. I mean, I
23	would anticipate that this tenant would
24	my client would receive a writ of
25	restitution and that there would be an

	Item #1.
1	order ordering the tenant to vacate within
2	seven to 10 days of March 4th. That's what
3	I think would probably happen, but I can't
4	guarantee it because I'm not the judge and
5	I don't control the court.
6	But I would anticipate that by the
7	end of March that this problem, that this
8	apartment would have been cleaned out and
9	that any problems with the apartment
10	would've been fixed.
11	MR. KOUDELA: Okay. Thank you.
12	MR. O'BRIEN: Yep. You're
13	welcome.
14	MR. KOUDELA: Mr. Brennan, one
15	one more question just to clarify, what day
16	was your inspection?
17	MR. BRENNAN: The date of the
18	notice was my inspection.
19	MR. KOUDELA: So, the 24th?
20	MR. BRENNAN: Correct.
21	MR. KOUDELA: Okay. And you had
22	no issues gaining access that day?
23	MR. BRENNAN: With Justin, the
24	maintenance director.
25	MR. KOUDELA: Okay. All right.

	Item #1.
1	Thank you.
2	MR. O'BRIEN: And Justin could go
3	back too. I mean Stephanie and Justin did
4	both go back.
5	BZA MEMBER: Well, yeah.
6	MR. O'BRIEN: They'd be glad to do
7	so.
8	MR. KOUDELA: And did he do so
9	since the 26th?
10	MS. HARTMAN: Have we has Sean
11	been back?
12	MR. KOUDELA: Has Justin?
13	MS. HARTMAN: Oh, I don't recall.
14	MR. O'BRIEN: No. Justin's job is
15	not to deal with infestation issues. So,
16	Justin is the maintenance director of the
17	property, his primary function is to deal
18	with things like water leaks, electrical
19	problems, minor carpentry issues, you know,
20	so we have problems like tenants who have
21	been recently evicted, come back after the
22	locks are changed and kick their door in,
23	you know.
24	And, you know, there are numerous
25	problems at Shoregate Towers that, you

	Item #1.
1	know, make it difficult to control this,
2	but understand when people do things like
3	come back after they're evicted to face the
4	property, you know, and engage in
5	vandalism, kick their door in, you know,
6	sometimes do really horrible things.
7	MR. KOUDELA: Now, Mr. O'Brien,
8	was this done to Apartment 850?
9	MR. O'BRIEN: No, they're still
10	there.
11	MR. KOUDELA: So that doesn't
12	apply to what we're talking about.
13	MR. O'BRIEN: But what I'm saying
14	is that the maintenance director has many
15	other things to deal with. This is a
16	property that's probably 50 years old. The
17	towers were built in 1970. They were
18	finished in 1971 and 1972. So, they're
19	over 50 years old. And with a building of
20	that age, you're going to have a lot of
21	problems when you've got 403 units. You're
22	going to have water leaks, you're going to
23	have, you know, electrical issues, and the
24	maintenance director and the maintenance
25	staff currently that are in-house, they

Item #1. primarily deal with those issues. They don't deal with infestations. They don't deal with pest control. There are outside companies that are hired for that. And at this point, there are three different companies who do that right now. And Ehrlich is the biggest one, and they're the ones that deals with things like roach infestation. So, if there's a problem -problem with roach infestations in a particular unit, Ehrlich will deal with that. And they do 18 units every single week, and they do all the common areas every single week, but -- and then I -- and -- and I don't think that that overloads the property, does it? I mean --MS. HARTMAN: No. MR. O'BRIEN: -- that's more than enough [unintelligible] for the [unintelligible] received --MS. HARTMAN: Yes. MR. O'BRIEN: -- is that fair to state? MS. HARTMAN: Yes. MR. O'BRIEN: Okay. So they're

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	Item #1.
1	able to deal with complaints received and
2	they do it every Friday. The point is
3	that, you know, if a notice is given on a
4	Wednesday and Ehrlich is there on Friday
5	and my client can't gain access, they have
6	to get a reasonable opportunity to deal
7	with that problem under those
8	circumstances, that's all we're asking.
9	BZA MEMBER: They didn't try to
10	reenter on Monday?
11	MR. O'BRIEN: No. Mr. Ford is
12	there on Fridays.
13	MR. KOUDELA: And you do not have
14	video of him trying to gain entry February
15	2nd
16	MR. O'BRIEN: No.
17	MR. KOUDELA: or February 9th?
18	MR. O'BRIEN: No.
19	MR. KOUDELA: Okay.
20	MS. CLARKE: So, is that
21	scheduled, like recommended by the pest
22	control company or is that what Shoregate
23	Towers hires them to do? Like, is there a
24	reason why they can't come back more often?
25	MR. O'BRIEN: Well, I think it

would become economically inefficient to have somebody come back more than once a week to try to deal with issues like this. I mean, yes, in a perfect world they could have a person on staff that's just there to deal with that issue, but the question is, is it reasonable to require that, you know, under all circumstances. I don't think it is, and that's all we're saying. It's like they're glad to deal

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with the pest control issues, they do, on a regular basis, every single week. They deal with this every week. The point is that when you've got somebody that won't let you into an apartment, you probably should be, you know, allowed more [unintelligible] to fix the problem so we can get access.

19MR. KOUDELA: Okay. Any other20questions?

21 BZA MEMBER: I think one last 22 question. Do we know the last time this 23 apartment was sprayed?

> MR. O'BRIEN: Do you know? MS. HARTMAN: Unless I had the

	Item #1.
1	records, I do not know, off the top of my
2	head.
3	BZA MEMBER: But
4	MS. HARTMAN: She never called,
5	she never for anything.
6	MR. O'BRIEN: Was there a
7	complaint made?
8	MS. HARTMAN: No.
9	MR. O'BRIEN: So, this is just Mr.
10	Brennan on his annual inspection
11	determining there was an issue?
12	MS. HARTMAN: Correct.
13	BZA MEMBER: So, when you do 18
14	every Friday, is it routine that every
15	building will go in a set order or do those
16	18 only include complaints?
17	MS. HARTMAN: We'll do complaints
18	and then we'll do vacants.
19	MR. O'BRIEN: But she but the
20	tenant who's the tenant in 850?
21	MS. HARTMAN: Leena Cunningham I
22	believe it is.
23	MR. O'BRIEN: Okay.
24	MS. HARTMAN: I can pull it up if
25	you'd like to look

	Item #1.
1	MR. O'BRIEN: No, that's okay.
2	It's La La Linaria [phonetic]
3	MS. HARTMAN: Linaria.
4	MR. O'BRIEN: Linaria
5	Cunningham. Yeah, Ms. Cunningham has been
6	there how long?
7	MS. HARTMAN: Do you want me to
8	pull it up?
9	MR. O'BRIEN: Yeah.
10	MS. HARTMAN: Okay. November
11	22nd, 2022 was her application. She moved
12	in on December 15th of 2022.
13	MR. KOUDELA: All right. Any
14	other questions? Any other comments that
15	you'd like to make?
16	MR. O'BRIEN: No, thank you.
17	MR. KOUDELA: So, on this vote,
18	Ms. Landgraf, if you could just clarify, an
19	approval on Case Number 24-1 would mean
20	that we agree with Shoregate Towers, the
21	property owner, correct?
22	MS. LANDGRAF: So, this is an
23	appeal filed by Shoregate Towers, NS, and
24	the other individuals listed. So, they're
25	appealing, and Mr. O'Brien's asked a couple

	Item #1.
1	things, first to either agree with the
2	applicant that this was not appropriately
3	applied to the situation, but I've also
4	heard him ask for an extension of time.
5	So, did you want to did you
6	want them to vote on both of those or
7	MR. O'BRIEN: Yes, I would like to
8	vote first to vote on whether or not they
9	believe that -
10	MS. LANGRAF: It was a
11	MR. O'BRIEN: five days is the
12	maximum amount of time pursuant to this
13	particular Codified Ordinance, and second
14	of all, whether or not they're willing to
15	grant an extension until the end of March
16	to repair this problem.
17	MS. LANGRAF: Okay. So, first
18	there would be a motion to grant the appeal
19	of the stated appellants with regards to
20	application of the Property Maintenance
21	Code in which your vote would say we agree
22	that it was appropriately applied, or a
23	vote no would be, you don't believe that it
24	was appropriately applied.
25	BZA MEMBER: Okay.

	Item #1.
1	MS. LANGRAF: The second motion
2	would be for an appeal on the basis of an
3	extension of time. That's what you're
4	asking for?
5	MR. O'BRIEN: Yes.
6	MS. LANGRAF: Okay.
7	MR. KOUDELA: And we could just
8	use March 20th as
9	MS. LANGRAF: That's what they're
10	asking
11	MR. KOUDELA: a date to throw
12	out there, is that what you're asking for?
13	MR. O'BRIEN: I'm asking for the
14	end of March because I can't guarantee that
15	the you know, March 20th. I think in
16	all likelihood this tenant will be ordered
17	to vacate at least by March 14th, but I
18	can't guarantee that. Sometimes court are
19	required to generally they're required
20	to order a move out 7 to 10 days after the
21	date of the First Cause Hearing for a writ
22	of restitution, but that doesn't mean they
23	will, and that doesn't mean they won't also
24	grant some kind of continuance so that
25	hearing doesn't take place for another week

	Item #1.
1	or two weeks, so I don't know that at this
2	point in time, so I would say to be safe,
3	I'm asking until the end of March.
4	MR. KOUDELA: Okay. Mr. O'Brien,
5	can you please give me a date in the end of
6	March.
7	MR. O'BRIEN: I said the end of
8	March, so, March 31st.
9	MR. KOUDELA: 31st. Okay.
10	MR. O'BRIEN: Yes.
11	MR. KOUDELA: Okay. Would
12	somebody would like to make a motion or,
13	Ms. Langraf, would you like me to do it?
14	MS. LANGRAF: I'll give it a shot.
15	MR. KOUDELA: All right, Ms.
16	Langraf, thank you.
17	MS. LANGRAF: So, the first motion
18	is going to be a motion to grant the appeal
19	of Shoregate Towers NS, LLC, Lemma Getachew
20	and Guenet Indale with regards to Property
21	Maintenance Code violation dated January
22	24th, 2024, Apartment 850 in the East
23	Building for a violation of Property
24	Maintenance Code 309.1 on the basis of
25	reasonableness for time for compliance,

	Item #1.
1	okay?
2	So, that means the Appellant is
3	requesting you to grant the appeal on the
4	basis that they were not given sufficient
5	time a reasonable amount of time to
6	comply with the notice.
7	MR. YARLETTS: Okay. I second.
8	MR. KOUDELA: Okay. Second.
9	Thank you Mr. Yarletts.
10	MS. LANGRAF: So a vote yes, would
11	be you agree with Shoregate Towers
12	MR. KOUDELA: Okay.
13	MS. LANGRAF: a vote no would
14	mean that the Violation Notice stands as
15	issued.
16	MR. KOUDELA: Okay. Thank you.
17	Can I get a roll call, please.
18	MADAM SECRETARY: Mr. Koudela?
19	MR. KOUDELA: No.
20	MADAM SECRETARY: Mr. Flaisig?
21	MR. FLAISIG: No.
22	MADAM SECRETARY: Mr. Yarletts?
23	MR. YARLETTS: Nay.
24	MADAM SECRETARY: Mr. Hill?
25	MR. HILL: No.

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	Item #1.
1	MADAM SECRETARY: And Ms. Clarke?
2	MS. CLARKE: No.
3	MS. LANGRAF: The second motion is
4	the motion to grant the appeal of Shoregate
5	Towers NS, LLC, Lemma Getachew and Guenet
6	Indale to the Willoughby Prop Willowick
7	Property Maintenance Code violation dated
8	January 24th, 2024, Apartment 850 in the
9	East Building for a violation of Property
10	Maintenance Code 309.1 to grant an
11	extension of time to March 31st, 2024 to
12	comply with the stated notice.
13	MR. YARLETTS: I'll second.
14	MS. LANGRAF: A vote yes means you
15	agree to the extension, a vote no means no
16	extension.
17	MR. KOUDELA: Okay. Thank you.
18	Thank you for the second, Phil.
19	Can I get roll call, please.
20	MADAM SECRETARY: Mr. Koudela?
21	MR. KOUDELA: No.
22	MS. LANGRAF: You need to have
23	somebody make the motion. I am the Law
24	Director, so, somebody makes the motion
25	MR. KOUDELA: Okay.

	Item #1.
1	MS. LANGRAF: and then somebody
2	needs to second it.
3	MR. KOUDELA: Okay. Somebody make
4	the first one. Do we need to go back to
5	the first one?
6	MS. LANGRAF: Do you have a first
7	and a second?
8	MADAM SECRETARY: Yes.
9	MR. KOUDELA: Okay. So, we need a
10	first for 24-1 motion one
11	MS. LANGRAF: Correct.
12	MR. KOUDELA: correct?
13	BZA MEMBER: All right. You want
14	to do it, Phil?
15	MR. YARLETTS: Yeah, I'll do it.
16	Mr. Chairman
17	MR. KOUDELA: Do they have to say
18	the entire thing or just
19	MS. LANGRAF: You might as well
20	since we don't have a first, yes.
21	MR. KOUDELA: Okay. All right.
22	MR. YARLETTS: Mr. Chairman, I'd
23	like to make a motion in Case 24-1
24	Shoregate Towers of 30901 Lakeshore
25	Boulevard, that we grant an appeal for the

	Item #1.
1	maintenance violation no, that's not
2	what
3	MS. LANGRAF: Dated.
4	MR. YARLETTS: The maintenance
5	violation dated 1/24/2024 for Apartment
6	850, Codified Ordinance 1332.05 to 1367.01.
7	MS. LANGRAF: So that's a grant of
8	the appeal on the basis of reasonableness
9	for compliance.
10	MR. KOUDELA: Yes.
11	MS. LANGRAF: So, same applies. A
12	vote yes that you agree with the applicant.
13	A vote no is the maintenance violation
14	stands as this.
15	MR. KOUDELA: Okay.
16	MR. FLAISIG: I will second.
17	MR. KOUDELA: Second. Thank you,
18	Tom.
19	Can I get roll call please, again.
20	MADAM SECRETARY: Mr. Koudela?
21	MR. KOUDELA: No.
22	MADAM SECRETARY: Mr. Flaisig?
23	MR. FLAISIG: No.
24	MADAM SECRETARY: Mr. Yarletts?
25	MR. YARLETTS: No.

	Item #1.
1	MADAM SECRETARY: Mr. Hill?
2	MR. HILL: No.
3	MADAM SECRETARY: And Ms. Clarke?
4	MS. CLARKE: No.
5	MS. LANGRAF: Now we need a motion
6	to grant
7	MR. KOUDELA: Can I get a motion
8	for the Case 24-1, the second for the
9	extension of time to the 31st?
10	MR. YARLETTS: Mr. Chairman, I'd
11	like to make a motion in Case 24-1
12	Shoregate Towers of 30901 Lakeshore
13	Boulevard that we grant the appeal for an
14	extension of time to take care of
15	maintenance violations dated 1/24/2024 in
16	Apartment 850.
17	MS. LANGRAF: Until March
18	MR. YARLETTS: Until March 31st,
19	2024.
20	MR. KOUDELA: Okay. Can I get a
21	second?
22	MR. HILL: I second.
23	MR. KOUDELA: Mr. Hill, thank you.
24	Roll call.
25	MADAM SECRETARY: Mr. Koudela?

	Item #1.
1	MR. KOUDELA: No.
2	MADAM SECRETARY: Mr. Flaisig?
3	MR. FLAISIG: No.
4	MADAM SECRETARY: Mr. Yarletts?
5	MR. YARLETTS: No.
6	MADAM SECRETARY: Mr. Hill?
7	MR. HILL: No.
8	MADAM SECRETARY: And Ms. Clarke?
9	MS. CLARKE: No.
10	MR. KOUDELA: Okay. Mr. O'Brien
11	Case Number 24-1 will go in front of City
12	Council at the next meeting as a
13	recommendation for not to approve the
14	appeals or the extension to March 31st,
15	okay?
16	MR. O'BRIEN: Okay.
17	MR. KOUDELA: So, this brings us
18	to Case Number 24-2. This is an appeal for
19	property 1250 also in the East Building.
20	If you could please go over you
21	know, that that appeal as well and what
22	you're hoping to gain for that.
23	MR. O'BRIEN: Yes. So attached to
24	our Notice of Appeal, which again is time
25	stamped January 26th, 2024, Exhibit A,

Item #	1		
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1 There's a property maintenance notice dated January 23rd, 2024, which cites three 2 3 property maintenance violations with respect to, I believe Unit 1250 in the 4 5 property. And I'm going to go in backwards 6 7 order here. The first has to do with roof 8 maintenance or damage. It says property 9 maintenance under Section 304.7 of the 10 Code. The roof and flashing shall be 11 sound, tight, and not have any defects that 12 admit rain. Roof drainage shall be 13 adequate to prevent dampness or 14 deterioration of walls or interior portion 15 of the structure. Gutters and downspouts shall be maintained in good repair and free 16 17 of obstructions. The violation order or the order 18 19 of corrections cited states that repair or 20 replace roofing materials above Apartment 21 1250, east master bedroom compliance stage 2.2 two weeks later on February 6th, 2024. 23 Above that, Section 305.3 of the 24 Code of property maintenance, all 25 structures, which are all -- all interior

surfaces, including windows and doors, 1 shall be maintained in good, clean and 2 3 sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other 4 5 defective surfaces or conditions shall be corrected. 6 7 The maintenance order states 8 replace all water damaged drywall and 9 ceilings and walls in Apartment 1250 east 10 master bedroom. Compliance date again is 11 February 6th, 2024. 12 Finally, Section 605.1, property 13 maintenance. All electrical equipment, 14 wiring and appliances shall be properly 15 installed and maintained in a safe and 16 approved manner. 17 And the Property Violation Notice 18 says missing electrical faceplate on master 19 bedroom wall receptacle in Apartment 1250 20 East -- I guess it means replace that -- as 21 of a compliance date of February 6th, 2024. 2.2 Was that done, the receptacle? 23 MS. HARTMAN: I -- I don't know. 24 MR. O'BRIEN: Okay. So, with 25 respect to the -- for the last of the

Item #1.

three, fixing the roof and flashing, again, we would submit that under Section No. 7 of the Code that's requiring repair of the roof above, the top floor of the building, in the wintertime at the Shoregate Towers and requiring that to be done within two weeks is unreasonable, so we would ask again, that this Board find that that timeframe is unreasonable under the circumstances.

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Also, with respect to the second violation, that since you can't fix the drywall problems until the roof has been fixed, that that's also an unreasonable timeframe. And again, we would ask for an extension of time to fix those two issues. I don't know whether or not the faceplate on the one receptacle in Apartment 1250 that's been replaced around at this point in time, but that is a di minimis issue, which quite frankly is beyond the scope of the Property Maintenance Code.

So, we're talking about electrical systems. We talking about one plastic faceplate that may or may not be required

	ltem #1.
1	to be replaced. Our contention will be
2	that that is not contemplated by the Code
3	and that should be disregarded entirely.
4	So, my client has contracted with
5	a company to fix the roof above Apartment
6	1250, but they're not able to do so at this
7	point in time because of weather issues.
8	We do have and we're going to
9	mark this as Exhibit A for the Board, and
10	I've got more copies, but my client has
11	contracted with Turn Key Property
12	Solutions. We have a invoice dated
13	February 5th, 2024 when the repairs of the
14	roof will be made, but to this point in
15	time, those repairs have not been made
16	because they have not been able to because
17	of the weather concerns to get up there and
18	fix the problems.
19	So, my client will do so, and I
20	believe Step and I believe Stephanie,
21	they're going to be out when?
22	MS. HARTMAN: Monday morning.
23	MR. O'BRIEN: Monday morning,
24	weather prevailing, right?
25	MS. HARTMAN: Yes.

	Item #1.
1	MR. O'BRIEN: Okay.
2	Have not been able to do so at
3	this point in time, correct?
4	MS. HARTMAN: Correct. Due to the
5	chemicals that they use to fix the roof, it
6	has to be a certain temperature.
7	MR. O'BRIEN: And it's been too
8	cold so far to be able to fix the problem.
9	So, they can't do it if it's too
10	cold?
11	MS. HARTMAN: Rain, snow, and the
12	chemical [unintelligible]
13	BZA MEMBER: Okay.
14	MR. YARLETTS: So, Mr. O'Brien,
15	quick question.
16	MR. O'BRIEN: Yes.
17	MR. YARLETTS: Has there been any
18	attempt as to a temporary fix, tarp put
19	over? I mean, if I was living in Apartment
20	1250, I don't
21	MR. O'BRIEN: Yeah.
22	MR. YARLETTS: wouldn't
23	appreciate water coming in.
24	MR. O'BRIEN: Do you know how
25	do you know what the extent of the problem

	Item #1
1	is?
2	MS. HARTMAN: I do not know the
3	extent of it.
4	MR. O'BRIEN: Okay. I believe Mr.
5	Brennan has pictures. They are, I believe
6	small holes in plaster in the ceiling,
7	they're not I don't believe water is,
8	you know, running through in channels like
9	a river into the apartment. I think it's a
10	small issue.
11	And for the record, my client is
12	more than happy to allow tenants to move.
13	MS. HARTMAN: I did offer them the
14	chance to move and they denied that.
15	MR. O'BRIEN: So yeah, prop
16	people, I mean the 12th floor is a nice
17	place because there's nice views
18	FEMALE SPEAKER: [Unintelligible].
19	MR. O'BRIEN: yeah, so, a lot
20	of people like it. If they if people
21	want to move or if they want to, you know,
22	get a different apartment because of the
23	problem, Shoregate Towers company allows
24	that, but if they don't want to leave
25	because they don't think it's that big of a

problem and it's going to be fixed, you know, they allow you to stay.

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But the point here, again -- and I don't want to belabor the issue, but the point is that when you have wintertime in Cleveland, Ohio, you know, you can't expect a -- first of all, my client to be able to get a roofing company and then be able to go upstairs, get on top of a building, and fix it when it's cold outside. So, we just ask once again that the Board allow additional time or state that the two weeks that were permitted are unreasonable under the Code to allow such repair, but there has been a contract that has been established for the company and as soon as weather permits, they'll be up there fixing this roof to make sure that there are no more leaks in this apartment, and once that is done, all the drywall will be repaired immediately.

Do you have anything you want to say?

MS. HARTMAN: I do. So, the only reason why they even called the City for an

Item #1. inspection was they never called me and 1 told me that the leak was there or anything 2 because they owe me over \$6,000. So, when 3 4 someone owes me that much money, they avoid 5 me. They don't want to see me in the parking lot. So, they do everything to 6 7 stay away from me. So, the only reason why 8 they -- they called was because I put a 9 Three Day Notice. So --10 MR. O'BRIEN: Who is the tenant? 11 MS. HARTMAN: Jessica Burton and 12 Mandale Thurman. 13 MR. O'BREIN: Okay. They're being 14 evicted too, correct? 15 MS. HARTMAN: Correct. MR. O'BRIEN: I'm not sure if 16 17 we've gotten the date back on that one, but 18 _ _ 19 MS. HARTMAN: They called the day 20 that I put the Three Day Notice on. 21 MR. O'BRIEN: But I don't think 2.2 they -- they're not on the 23rd. I'm sure 23 we got -- we have one eviction date on the 24 23rd of the court, we have another on the 25 fourth, and I haven't finished --

Item #1. MS. HARTMAN: I haven't even --1 MR. O'BRIEN: I haven't finished 2 3 looking at the ones that I got from the 4 court date, they sent me emails, so I 5 haven't got all the emails for the fourth yet. I anticipate that eviction will take 6 7 place on the fourth. 8 MR. KOUDELA: All right. Any 9 questions? 10 BZA MEMBER: I have a number of 11 them. So, Sean, you entered the building 12 on 1/23; is that correct? 13 MR. BRENNAN: Mr. Chairman? 14 MR. KOUDELA: Yes, Mr. Brennan. 15 MR. BRENNAN: Actually, I do have 16 some paperwork in regards to that from a 17 Tenant Complaint Form and I do have some 18 better pictures, so --19 MR. KOUDELA: I would like to see 20 those, please. 21 MR. BRENNAN: Yeah. If you could 2.2 just pass those down there. 23 MR. KOUDELA: Thank you. 24 MR. BRENNAN: If you have an extra 25 one we'll give it to...

	Item #1.
1	So, I received a complaint from
2	the tenant on 1/23. This is his complaint
3	form that he filled out to me. I think it
4	is reasonable time on there for these
5	repairs to be done.
6	If you read his complaint, it's
7	been the second time. And after I did go
8	to this apartment, I kind of remember Mr.
9	Thurman in the elevator with myself and
10	Justin Clay. This was back, I want to say
11	it's either in August or September of last
12	year. I believe Mr. O'Brien was in there
13	too, in the elevator, and he showed us some
14	pictures of his apartment.
15	So, this is the same apartment.
16	And you'll see in those pictures there that
17	I did take those better pictures toward
18	there it's toward the end I put them in
19	color. There was a lot of leaks. You can
20	see that the bedroom ceiling drywall,
21	obviously there was water when we went in
22	there and made that inspection. On the
23	carpet, you can see on the walls you've
24	got some black stuff going on in the walls
25	in the corner of the bedroom.

	Item #1
1	Same thing, you can see where
2	waters coming in on these on the bedroom
3	walls.
4	It's a couple areas, a few areas
5	throughout that rear bedroom, and also
6	electrical cover plate that is missing on
7	that receptacle. It is a safety hazard.
8	BZA MEMBER: So, the complaint
9	date is 1/23, which I think was a Tuesday.
10	So is that the is that the day that
11	so the date of the complaint was the date
12	that the notice was filed, so that was the
13	date I'm sorry, that was the day you did
14	or did not enter?
15	MR. BRENNAN: It was on 1/23
16	BZA MEMBER: Okay.
17	MR. BRENNAN: I entered that
18	apartment. I also wrote the notice on
19	1/23.
20	BZA MEMBER: Okay.
21	MR. KOUDELA: All right. Mr.
22	Brennan I'm sorry.
23	BZA MEMBER: No, go ahead.
24	MR. KOUDELA: The drywall
25	repair I'm referring to the picture of

	Item #1.
1	the electrical outlet
2	MR. BRENNAN: Yeah.
3	MR. KOUDELA: the vertical
4	repair, is that near the water damage? And
5	whereabouts is that in correlation to the
6	drywall work that needed to be done and the
7	water damage; do you remember?
8	MR. BRENNAN: This area's all
9	over, you know, the wall in there.
10	MR. KOUDELA: Okay.
11	MR. BRENNAN: The one with the
12	electrical I want to say probably the third
13	picture back was kind of like in that area
14	there.
15	MR. KOUDELA: Okay.
16	BZA MEMBER: So, notice date was
17	1/23. And what was the first date that
18	someone was called to come look at the
19	roof?
20	MR. O'BRIEN: Do you know?
21	MS. HARTMAN: I do not know.
22	MR. O'BRIEN: Okay.
23	BZA MEMBER: So
24	MR. O'BRIEN: Did Mr. Brennan give
25	you this to see did he give you this

	Item #1.
1	personally?
2	MS. HARTMAN: He did.
3	MR. O'BRIEN: Okay. And that was
4	on the 23rd?
5	MS. HARTMAN: Correct.
6	MR. O'BRIEN: Okay. Did he give
7	you these pictures as well on that date?
8	MS. HARTMAN: Correct.
9	MR. O'BRIEN: Okay. And when did
10	you did you have Justin go upstairs and
11	look at this?
12	MS. HARTMAN: Immediately.
13	MR. O'BRIEN: Okay. And why did
14	you hire the roofing company?
15	MS. HARTMAN: To fix the issues.
16	MR. O'BRIEN: Okay. Typically,
17	how long does it take to hire a roofing
18	company to fix issues like that?
19	MS. HARTMAN: It really depends
20	because they a lot of roofing companies
21	will not take on such a small job because
22	it's not that big of a job, so they don't
23	want to take on such a small job on a 12
24	story apartment community in the winter.
25	BZA MEMBER: Okay. So again, we

	Item #1.
1	don't know when you first called?
2	MS. HARTMAN: I do not know.
3	BZA MEMBER: Okay. How many
4	companies did you call before you settled
5	on Turn Key?
6	MS. HARTMAN: It actually wasn't
7	me that called, it was Alexis.
8	BZA MEMBER: Who's Alexis?
9	MR. O'BRIEN: Alexis Lyons is the
10	regional manager that oversees not only
11	this property, but other properties that
12	are affiliated with Shortgate Towers. The
13	companies that are involved here are
14	Shoregate Towers, they have a complex
15	called Addis View, which is a brand new
16	apartment complex in the City of Cleveland
17	at East 90th and Chester. They also own a
18	company called I mean an apartment
19	complex called Midtown Building, which is a
20	recently rehabilitated building that was
21	gutted and rehabbed at 3101 Euclid Avenue.
22	They also own properties they have a
23	property that's about to be rehabbed
24	gutted and rehabbed on Lakeshore Boulevard
25	in the City of Cleveland near Bratenahl,

1	Item #1. but Alexis oversees sort of all of those
2	endeavors.
3	BZA MEMBER: So, Alexis hired Turn
4	Key?
5	MS. HARTMAN: Correct.
6	BZA MEMBER: We don't know when
7	Alexis contacted them?
8	MS. HARTMAN: I do not.
9	BZA MEMBER: We don't know who
10	else Alexis contacted?
11	MS. HARTMAN: I do not.
12	BZA MEMBER: So we don't know if
13	we asked any roofing companies for
14	temporary repairs and a contract to
15	complete repairs or anything like that?
16	MS. HARTMAN: I do not.
17	BZA MEMBER: In my experience,
18	most roofing companies will come and either
19	temporary patch or tarp, as Mr. Yarletts
20	said, in anticipation of doing the work.
21	We talked about weather, I know
22	we've had quite a stretch of better
23	weather. So, are we looking for better
24	weather than we've had these last two
25	weeks?

	Item #1.
1	MS. HARTMAN: I only know what I
2	know, and this is all I've know because
3	Alexis has been dealing with the roofing of
4	this apartment.
5	BZA MEMBER: And no one has gone
6	into the apartment to I understand that
7	it's still leaking, but there are
8	preventative measures we can take inside,
9	cut out mold, put a trap that will come
10	from the ceiling, plastic trap down into a
11	bucket, anything to eliminate? So, no
12	attempt has been made to remediate any
13	mold, mildew, falling paint, all of the
14	things that are pictured in Mr. Brennan's
15	pictures?
16	MS. HARTMAN: Again, Alexis has
17	been dealing with that part of the
18	apartment, so
19	BZA MEMBER: So, we don't have any
20	information on any attempts of anything
21	that we have done to remediate the
22	situation other than we know that Turn Key
23	has an invoice dated nine days ago to do
24	the work.
25	MS. HARTMAN: That's just as much

	Item #1.
1	as I know.
2	BZA MEMBER: Okay.
3	MR. KOUDELA: Okay. Any other
4	questions?
5	Okay. So, Mr. O'Brien, what are
6	you asking for? How many days? Do you
7	want to put a date on it? Like the last
8	one?
9	MR. O'BRIEN: What
10	MR. KOUDELA: Sure, go ahead.
11	MR. O'BRIEN: we're doing is we
12	can put the same date on it. It's February
13	in Cleveland, Ohio, I believe we are coming
14	up on a stretch of cold weather right now.
15	As it is snowing today, and I believe it's
16	supposed to be below freezing coming up
17	this weekend, I would anticipate though,
18	even the weather in Cleveland, there should
19	be a day in the next in the next let's
20	say four weeks that this should be able to
21	be fixed.
22	So, I would ask for an extension
23	to the middle of March; let's say March
24	15th to complete this repair.
25	BZA MEMBER: And again, so I'm

	Item #1.
1	sorry, I want to confirm you are asking for
2	an extension until March 31st with no
3	attempt to temporary repairs in the
4	meantime?
5	MR. O'BRIEN: They will they
6	will do whatever I think we can have
7	we can have Justin or another crew go up
8	there and take a look inside the apartment.
9	Again, it's not my understanding that this
10	is water pouring into the unit, these are
11	
12	BZA MEMBER: Right.
13	MR. O'BRIEN: We can go up there
14	and see what can be done, we can offer to
15	have these tenants relocated or
16	BZA MEMBER: A reasonable time to
17	relocate someone for roofing repair that
18	is I mean, based on these pictures, it's
19	not recent, right? This is not a recent
20	issue that we would want to move someone
21	for
22	MR. O'BRIEN: And it's not an
23	issue that my client had any knowledge of
24	until Mr. Brennan filed this Violation
25	Notice at the end of January.

	Item #1.
1	MR. KOUDELA: Mr sorry.
2	BZA MEMBER: No, I'm good. I'm
3	good.
4	MR. KOUDELA: Mr. Brennan, you,
5	you mentioned August in an elevator?
6	MR. BRENNAN: Yes.
7	MR. KOUDELA: What was that in
8	regards to? Was that the initial complaint
9	that you heard about this event?
10	MR. BRENNAN: Yes, from the
11	tenant.
12	MR. KOUDELA: Okay. So, that was
13	the initial complaint, and, to the best of
14	your knowledge, Shoregate Towers knew about
15	the leaking and the issues in Unit 1250?
16	MR. BRENNAN: Correct.
17	MR. KOUDELA: Okay.
18	MR. O'BRIEN: You said I was
19	present?
20	MR. BRENNAN: Yes, you were.
21	MR. O'BRIEN: I don't recall the
22	conversation, but that's okay
23	MR. BRENNAN: Nope
24	MR. O'BRIEN: I've got other
25	things on my mind

1	
	Item #1.
1	MR. BRENNAN: no, that's okay.
2	MR. O'BRIEN: Yeah.
3	MR. BRENNAN: It was the day that
4	we were doing
5	MR. O'BRIEN: I remember being
6	there with you.
7	MR. BRENNAN: What's that?
8	MR. O'BRIEN: I remember being
9	there with you and Justin
10	MR. BRENNAN: Yes, in the
11	elevator.
12	MR. O'BRIEN: but I don't
13	recall I don't recall anybody saying
14	that they had a problem with the ceiling in
15	their unit.
16	MR. BRENNAN: Danny pulled out his
17	phone and showed you pictures.
18	MR. O'BRIEN: Okay. Yeah.
19	BZA MEMBER: Okay.
20	MR. O'BRIEN: It's not the only
21	time I [unintelligible] people.
22	MS. LANGRAF: Mr. Hill.
23	MR. HILL: Was there any attempt
24	last week you said you were waiting for
25	a nice day in the winter. Was there any

	Item #1.
1	attempt to get them to come out on either
2	of the 55 degree days last week so they
3	could come out?
4	MS. HARTMAN: So, the gentleman's
5	name is Jesse that works for the company
6	and he came out and he checked to like,
7	the spots to see, obviously, so he can give
8	us the grand total of what it would be.
9	So, that's when he gave us this and said
10	what day he would be able to come out.
11	MR. HILL: And he didn't cover it?
12	I mean, you guys were hiring him, I guess,
13	so, he didn't try covering it, trying to
14	MS. HARTMAN: That's as far as I
15	know, I am so sorry.
16	MR. HILL: secure the area.
17	MR. KOUDELA: But he was able to
18	gain access to the roof?
19	MS. HARTMAN: Justin gave him
20	access to the roof.
21	MR. KOUDELA: So, Justin can gain
22	access to that one?
23	MS. HARTMAN: I don't know if he
24	went in the unit, I just know that he was
25	able to go up to the roof.

Item #1. 1 MR. KOUDELA: Okay. MR. O'BRIEN: You don't know if 2 3 he's a salesman or a repairman, do you? 4 MS. HARTMAN: Jesse? 5 MR. O'BRIEN: Yeah. 6 MS. HARTMAN: He is a repairman. 7 MR. O'BRIEN: Okay. All right. 8 MR. KOUDELA: Anything else? 9 Okay. So Ms. Langraf, is this the 10 same --11 MS. LANGRAF: Hold on a second. 12 Do you have anything else to add? 13 MR. O'BRIEN: No. I said my --14 essentially my same arguments would be the 15 same for the two motions. 16 MS. LANGRAF: Okay. So, you are 17 asking for a general appeal of all of the 18 cited violations, right? 19 MR. O'BRIEN: Yeah. So, the first 20 motion would be that -- that all the -- the 21 violation notices are --2.2 MS. LANGRAF: Just a general 23 appeal that --24 MR. O'BRIEN: -- a general appeal 25 saying that they are not consistent with

	Item #1.
1	the Code -
2	MS. LANGRAF: Okay.
3	MR. O'BRIEN: and therefore
4	they should be disregarded by this Board
5	MS. LANGRAF: And then the
6	MR. O'BRIEN: there should be
7	an additional amount of time to make the
8	repairs until March 15th, because the
9	amount of time on the circumstances is
10	unreasonable. So, we're asking for March
11	15th to complete these repairs, fix
12	everything within his suite.
13	MS. LANGRAF: Okay.
14	MR. KOUDELA: And actually, Ms.
15	Langraf, did Mr. O'Brien, I thought you
16	said that number one, the missing
17	electrical outlet wasn't a big deal
18	MR. O'BRIEN: I believe that's the
19	
20	MR. KOUDELA: You weren't here for
21	that, that was your first statement.
22	MR. O'BRIEN: I believe that was a
23	maintenance issue, but that's covered in
24	the first part of the [unintelligible].
25	MS. LANGRAF: It would be covered

	Item #1.
1	in the extension as well, is that what
2	you're asking for as well?
3	MR. O'BRIEN: It can be fixed
4	tomorrow. I mean, if it's not it'll be
5	fixed.
6	MS. LANGRAF: All right. So, it's
7	going to be a general appeal of all of the
8	Property Maintenance Code violations
9	referenced in January 21st, 2024 citation,
10	so, you'll vote on that.
11	And then the second motion would
12	be for an appeal on the Applicant's request
13	for an extension of time.
14	MR. KOUDELA: To March 15th,
15	correct?
16	MS. LANGRAF: To March 15th to
17	repair the stated violations.
18	BZA MEMBER: Is this going to be
19	five motions?
20	MS. LANGRAF: Two motions.
21	BZA MEMBER: One motion for
22	general appeal of all three
23	MS. LANGRAF: Just one second.
24	It's one Property Maintenance Notice, and
25	the first is going to be an appeal just

	ltem #1.
1	generally that that the Applicant
2	believes the Property Maintenance Code is
3	not appropriately applied and there's a
4	violation, and then secondly, that they
5	want to extension of time.
6	BZA MEMBER: Got it.
7	MR. KOUDELA: Okay. Would
8	somebody like to make a motion in Case
9	Number 24-2?
10	BZA MEMBER: Mr. Chairman? I'd
11	like to make a motion in Case 24-2. This
12	is Shoregate Towers, NS, LLC, Lemma
13	Getachew and Guenet Indale 30901 Lakeshore
14	Boulevard, seeking to grant an appeal of
15	again the aforementioned, Shoregate Towers
16	NS, LLC, Lemma Getachew and Guenet Indale,
17	for the violation dated 1/23/24 in
18	Apartment 1250 of the East Building
19	according to Property Code 605.1, 305.3,
20	and 304.7.
21	MR. KOUDELA: Okay. Thank you.
22	Can I get a second, please?
23	MS. CLARKE: I second.
24	MR. KOUDELA: Ms. Clark, thank
25	you.

	Item #1.
1	Roll call?
2	MADAM SECRETARY: Mr. Koudela?
3	MR. KOUDELA: No.
4	MADAM SECRETARY: Mr. Flaisig?
5	MR. FLAISIG: No.
6	MADAM SECRETARY: Mr. Yarletts?
7	MR. YARLETTS: No.
8	MADAM SECRETARY: Mr. Hill?
9	MR. HILL: No.
10	MADAM SECRETARY: Ms. Clarke?
11	MS. CLARKE: No.
12	MR. KOUDELA: Okay. Can I get a
13	does someone want to make a motion for
14	the second extension of March 15th, please?
15	BZA MEMBER: Mr. Chairman, I'd
16	like to make a motion in Case 24-2
17	Shoregate Towers NS, LLC, Lemma Getachew
18	and Guenet Indale at 30901 Lakeshore
19	Boulevard, seeking an seeking to grant
20	an appeal of, again, Shoregate Towers, NS,
21	LLC, Lemma Getachew and Guenet Indale to
22	the violation dated $1/23/24$. This is for
23	Apartment 1250 East Building with Property
24	Management Code 605.1, 305.3, 304.7,
25	seeking to extend the compliance date to

	Item #1.
1	March 15th of 2024.
2	MR. KOUDELA: Okay. Thank you.
3	Can I get a second?
4	MR. YARLETTS: I'll second.
5	MR. KOUDELA: Thank you, Mr.
6	Yarletts.
7	And roll call.
8	MADAM SECRETARY: Mr. Koudela?
9	MR. KOUDELA: No.
10	MADAM SECRETARY: Mr. Flaisig?
11	MR. FLAISIG: No.
12	MADAM SECRETARY: Mr. Yarletts?
13	MR. YARLETTS: No.
14	MADAM SECRETARY: Mr. Hill?
15	MR. HILL: No.
16	MADAM SECRETARY: Ms. Clarke?
17	MS. CLARKE: No.
18	MR. KOUDELA: Okay. Mr. O'Brien
19	Board of Zoning Appeals is going to
20	recommend that at the next council meeting
21	to deny both of your appeals for 24-2.
22	MR. O'BRIEN: Okay.
23	MR. KOUDELA: I'd recommend you go
24	that council meeting as well, all right?
25	MR. O'BRIEN: And we we'll get

	Item #1.
1	notice of this today?
2	MS. LANGRAF: A written notice of
3	the meeting?
4	MR. O'BRIEN: Of this of a
5	written notice of the Board
6	MS. LANGRAF: A what?
7	MR. O'BRIEN: We'll receive a
8	written notice of this Board.
9	MS. LANGRAF: A written notice of
10	this Board of what?
11	MR. O'BRIEN: About the issues of
12	[unintelligible].
13	MS. LANGRAF: He's going to type
14	them up.
15	MR. O'BRIEN: Yeah. And it'll be
16	mailed to me?
17	MS. LANGRAF: Sure.
18	MR. O'BRIEN: Or emailed to me?
19	MS. LANGRAF: Sure.
20	MR. O'BRIEN: Thanks. All right.
21	Thank you.
22	MR. KOUDELA: All right. Thank
23	you.
24	Okay. Any old business we need to
25	discuss?

	Item #1.
1	BZA MEMBER: No.
2	MR. KOUDELA: Any new business?
3	All right. Someone want to make a
4	motion to adjourn?
5	MR. YARLETTS: Mr. Chairman, I'd
6	like to make a motion to adjourn.
7	MR. KOUDELA: Can I get a second?
8	MR. HILL: Second.
9	MR. KOUDELA: Thank you, Mr. Hill.
10	Roll call.
11	MADAM SECRETARY: Mr. Koudela?
12	MR. KOUDELA: Aye.
13	MADAM SECRETARY: Mr. Flaisig?
14	MR. FLAISIG: Aye.
15	MADAM SECRETARY: Mr. Yarletts?
16	MR. YARLETTS: Aye.
17	MADAM SECRETARY: Mr. Hill?
18	MR. HILL: Aye.
19	MADAM SECRETARY: Ms. Clarke?
20	MS. CLARKE: Aye.
21	MR. KOUDELA: Okay. Meeting
22	adjourned at 8:46. Thank you.
23	
24	
25	

	Item #1.
1	
2	
3	<u>CERTIFICATE</u>
4	
5	I, Brian Kuebler, a Notary Public within
6	and for the State of Ohio, do hereby certify that
7	I attended the foregoing meeting in its entirety,
8	that I wrote the same in stenotypy, and that this
9	is a true and correct transcript of my
10	computer-aided notes.
11	IN WITNESS WHEREOF, I have hereunto set my
12	hand and seal of office, at Cleveland, Ohio, this
13	<u>11</u> day of MARCH A.D. 2024.
14	
15	
16	<i>Brian Kuebler -</i> Electronic Signature
17	Brian Kuebler, Notary Public, State of Ohio
18	My commission expires June 12, 2027
19	
20	
21	
22	
23	
24	
25	

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File Attachments for Item:

2. BZA Minutes 2/14/2024 Complete

	Ite	m #2.
1		
2	WILLOWICK BOARD OF ZONING APPEALS	
3		
4		
5		
6		
7	ON WEDNESDAY, FEBRUARY 14, 2024,	
8	COMMENCING AT 7:30 P.M.	
9		
10		
11	BOARD MEMBERS: NICK KOUDELA RICH HILL	
12	TOM FLAISIG PHIL YARLETTS	
13	DEBBIE CLARKE	
14	ALSO PRESENT: STEPHANIE LANGRAF, ESQ.	
15		
16	MADAM SECRETARY: CHRISTINE MORGAN	
17		
18	TRANSCRIBED BY: BRIAN KUEBLER	
19		
20		
21		
22		
23		
24		
25		

	Item #2.
1	MR. KOUDELA: Let's stand and do
2	the pledge, please.
3	
4	(Thereupon, the Pledge of Allegiance was recited
5	by all.)
6	
7	MR. KOUDELA: Okay. Can we get a
8	roll call, please.
9	MADAM SECRETARY: Mr. Koudela?
10	MR. KOUDELA: Here.
11	MADAM SECRETARY: Mr. Flaisig?
12	MR. FLAISIG: Here.
13	MADAM SECRETARY: Mr. Yarletts?
14	MR. YARLETTS: Aye. Here.
15	MADAM SECRETARY: Mr. Hill?
16	MR. HILL: Here.
17	MADAM SECRETARY: And Ms. Clarke?
18	MR. KOUDELA: Okay. Thank you.
19	Somebody make a motion to approve the
20	December 13th meeting minutes, please.
21	MR. YARLETTS: Mr. Chairman, I
22	would like to make a motion that we approve
23	the December 13th, 2023 minutes as stated.
24	MR. KOUDELA: Can I get a second?
25	MR. HILL: Second.

	Item #2.
1	MS. CLARKE: Second.
2	MR. KOUDELA: Thank you, Mr. Hill.
3	Roll call, please.
4	MADAM SECRETARY: Mr. Koudela?
5	MR. KOUDELA: Aye.
6	MADAM SECRETARY: Mr. Flaisig?
7	MR. FLAISIG: Aye.
8	MADAM SECRETARY: Mr. Yarletts?
9	MR. YARLETTS: Aye.
10	MADAM SECRETARY: Mr. Hill?
11	MR. HILL: Aye.
12	MADAM SECRETARY: And, Ms. Clarke?
13	MS. CLARKE: Aye.
14	MR. KOUDELA: Okay. Before us
15	tonight we have two cases. If I can have
16	anybody that's here for or against, I'd
17	like to swear you in. If you can raise
18	your right hand please, anyone who's going
19	to be speaking here today.
20	MR. O'BRIEN: My name's Mark
21	O'Brien with me here today
22	MR. KOUDELA: Can you just please
23	raise your right hand? Do you, do you
24	swear to tell the truth during these
25	proceedings here today?

	Item #2.
1	MR. O'BRIEN: Yes.
2	MS. HARTMAN: Stephanie Hartman.
3	I swear to tell the truth.
4	MR. KOUDELA: Okay. Thank you.
5	MS. LANGRAF: Also, if the Housing
6	Inspector's going to testify at one time,
7	why don't we just swear him in too.
8	MR. BRENNAN: I swear to tell the
9	truth.
10	MR. KOUDELA: Swear to tell the
11	truth during these proceedings here today?
12	MR. BRENNAN: Yes.
13	MR. KOUDELA: Thank you. Okay.
14	Case No. 24-1 is an appeal of Shoregate
15	Towers.
16	If you could state your name and
17	address for the record, please.
18	MR. O'BRIEN: Hi, my name is Mark
19	O'Brien. I'm attorney at law in the State
20	of Ohio. My address is 12434 Cedar Road,
21	Suite 11, Cleveland Heights, Ohio 44106.
22	And I'm the attorney on behalf of Lemma
23	Getachew, Guenet Indale, and Shoregate
24	Towers NS, LLC.
25	MR. KOUDELA: Okay.

	Item #
1	MR. O'BRIEN: Okay.
2	BZA MEMBER: So, first one
3	first one we're going to discuss is Case
4	No. 24-1. This is in regards to a
5	maintenance violation dated 1/24/24,
6	Apartment 850 East Building.
7	If you could just kind of state
8	your reasoning what we're here for today.
9	MR. O'BRIEN: So, we are here
10	today because Mr. Brennan filed or
11	served upon our clients a Notice of
12	Violations titled a Property Maintenance
13	Notice with respect to the International
14	Property Maintenance Code Section 309.1 in
15	which it states all structures shall be
16	kept free from insect and rodent
17	infestation. All structures in which
18	insect or rodents are found shall be
19	promptly exterminated by approved process
20	that will not be injurious to human health.
21	Mr. Brennan then ordered in his
22	violation notice that the tenant that
23	the property owner shall properly
24	exterminate all insects and roaches
25	throughout Apartment No. 850 East Building

and submit copies of reports and invoices, his compliance date, as stated in the notice, was January 29th or a five-day thereafter. My client contends that, first of all, that such compliance date is not possible, that it's unreasonable under the Property Maintenance Code to request that somebody exterminate any insects or they're filed with the code within such time.

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Section 107 of the Code specifically states that any notice that's given by the building official shall require not only that it be in writing, provide a description of real estate, include statement of violation, and why the notice is being issued, and also include a correction order, allowing a reasonable time to make repairs and improvements required to bring the dwelling, unit, or structure into compliance with provision to the Code.

It is our contention that allowing only five days to bring the structure into compliance with the Code is unreasonable and therefore violative of the 2015

Property Maintenance Code.

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My client's representative who is here to testify with me today will state that they attempted to ameliorate the problem, but they were unable to do so because they could not gain admittance to the property.

8 That when they went with their --9 with the property's pest control company, 10 that they attempted to gain entry and the 11 -- the tenant who lived there would not 12 allow them entry.

13 They tried to key in and the 14 tenant who was there in the apartment had 15 barred the chain on the door. They had 16 prevented them from any entrance. They 17 would not let them in and would not let 18 them provide treatment for the infestation. 19 With me today is Stephanie

With me today is Stephanie Hartman.

21 Stephanie, can you step up to the 22 podium.

MS. HARTMAN: Yes. Hello.
MR. KOUDELA: Can you say your
name and address for the record, please.

		Item #2.
1		MS. HARTMAN: Do you want my home
2		address?
3		MR. O'BRIEN: Just Shoregate
4		Towers.
5		MR. KOUDELA: Just Shoregate
6		Towers is fine.
7		MS. HARTMAN: Stephanie Hartman,
8		30901, Lakeshore Boulevard, Willowick, Ohio
9		44095.
10		MS. CLARKE: And what's your
11		affiliation with Shoregate Towers?
12		MS. HARTMAN: I'm the property
13		manager.
14		
15		EXAMINATION OF STEPHANIE HARTMAN
16		BY MR. O'BRIEN:
17	Q.	And how long have you been the property manager
18		for Shoregate?
19	A.	August of 2023.
20	Q.	And you're the onsite property manager, right?
21	A.	Yes, correct.
22	Q.	What are your duties as the onsite property
23		manager?
24	A.	To manage the property.
25	Q.	Okay. And what do you mean by "manage the

		Item #2.
1		property"?
2	A.	I have to look over all every little aspect of
3		it. Leasing, making sure my maintenance guys are
4		doing what they're supposed to be doing, making
5		sure this company is doing what they're supposed
6		to be doing, which is the pest control.
7	Q.	Okay. And did you receive the Property
8		Maintenance Violation Notice that we're on here
9		today? I'll show you a copy of it. It's a
10		Property Maintenance Violation Notice dated
11		January 24th, 2024.
12		Are you familiar with this notice?
13	A.	Yes.
14	Q.	Okay. And this is a notice which is attached,
15		Exhibit B, to our Notice of Appeal; is that
16		correct?
17	A.	Correct.
18	Q.	Okay. Do you remember this notice?
19	A.	I do.
20	Q.	Okay. What action did you take when you got this
21		notice?
22	A.	I went with the pest control company to the unit.
23		And I videoed to make sure, because he said he
24		could not gain entry, so I said, I'm going to go
25		with you because I have to make sure that I can

		Item #2.
1		prove it. And I videoed the fact that they would
2		not allow him in. He tried to key in and they
3		had the lock on, so
4	Q.	Okay. I'm going to play a copy of the video for
5		you first.
6	A.	Okay.
7	Q.	First of all, do you recognize this door front
8	A.	I do.
9	Q.	in the video?
10		Okay. We'll play this for you first and then
11		for the Board.
12		
13		(Thereupon, video played.)
14		
15	Q.	First of all, can you tell me what's happening
16		here.
17	Α.	This is Sean trying to get into the unit and it's
18		locked.
19	Q.	And what does he do?
20	A.	He tries to key into the unit.
21	Q.	After knocking the door, right?
22	Α.	After he knocks.
23	Q.	Was he able to gain entrance?
24	Α.	He was not able to gain entrance because they had
25		the little hotel lock on

		Item #2.
1	Q.	Okay.
2	A.	so, they were in the unit.
3	Q.	Okay. And you're the one who took this video?
4	A.	I did.
5	Q.	Okay. So why were you there with him?
6	A.	To prove that they refused anybody to go into the
7		unit.
8	Q.	Okay. And by refusing you mean they have the
9		security lock bar from the inside?
10	A.	Yes.
11	Q.	Okay. And so, you knocked, announced yourselves,
12		they would not let you in?
13	A.	Correct.
14	Q.	And this is what day?
15	A.	Is it okay if I look on my phone to see what it
16		is?
17	Q.	Yes.
18	A.	Okay. I believe I sent it to you the exact same
19		day. This was January 26th at 2:34 P.M.
20	Q.	Okay. So, that's two days after you got the
21		notice, right?
22	A.	Correct.
23	Q.	And Sean, you referred to Sean, he's the
24		gentleman in the video who looked do you know
25		his last name?

		Item #2.
1	Α.	I don't.
2	Q.	Sean Ford, does that sound familiar?
3	Α.	Yes.
4	Q.	Okay. And he works for whom?
5	Α.	I can't say the company, Elrich [sic]
6	Q.	Ehrlich Pest Control.
7	A.	Ehrlich.
8	Q.	A division of Rentokil.
9	A.	Yes.
10	Q.	Most aptly named company in the world.
11		And Sean comes how often?
12	Α.	Every Friday.
13	Q.	Okay. And what does he do every Friday?
14	Α.	He does 18 units and he does the outside of the
15		unit or outside of the building. He also does
16		the inside. He does the common areas. He does
17		garbage chutes and
18	Q.	But if you have some units that require
19		attention, he does those units?
20	Α.	Yes.
21	Q.	And that's 18 units, right?
22	Α.	18 units.
23	Q.	So, he came on the 26th of January?
24	A.	He did. It was a Friday.
25	Q.	Okay. Which is two days after you got the

			ltem #2.
1		notice, right?	
2	A.	Correct.	
3	Q.	And you attempted to have him treat the unit?	
4	A.	Correct.	
5	Q.	But were unsuccessful?	
6	A.	Exactly.	
7	Q.	And why were you unsuccessful?	
8	A.	They refused to let us in.	
9		MR. O'BRIEN: I'll play this for	
10		the Board then. I've got a copy for you	as
11		well. I'll stand here if that's okay.	
12		Can everybody see this?	
13		MS. LANGRAF: Do you have a copy	
14		for the Clerk?	
15		MR. O'BRIEN: We have a copy, but	Ĵ
16		I'll just play it one time for everybody.	
17			
18		(Thereupon, video played.)	
19			
20		MR. KOUDELA: Okay. Mr. O'Brien,	,
21		if you're if you're ready, back to my	
22		initial question. What are we doing here	9
23		today? What are you	
24		MR. O'BRIEN: We are into	
25		MR. KOUDELA: looking to do?	

Item #2.

MR. O'BRIEN: We are here today because we would like the Board to agree with us that the Violation Notice does not comply with the 2015 Property Maintenance Code because it does not provide an adequate amount of time under the circumstances to address the issue and bring the property into compliance. Again, 2015 Property Maintenance Code, which is incorporated into the Codified Ordinances of the City of Willowick by Section 1367.01 thereof requires that adequate notice be given, and that the landlord be given or the property owner be given an adequate amount of time, not only to correct the violation, but to bring the property back into compliance with the provisions of the Code. And we submit to you -- we contend that a Property Maintenance Violation of the notice that only gives five days to bring the property into compliance, which

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means to exterminate all pests under the Property Maintenance Code section, which in this case is 309.1 does not give adequate

Item #2. amount of time. 1 So, we are asking the City to 2 3 amend, at the very least, the Violation 4 Notice to allow my client enough time to 5 bring the property back into the compliance, which would include then, you 6 7 know, giving them enough time to get the 8 tenant who will not let them in, to let 9 them in to perform what needs to be 10 performed, which is infestation this 11 instance. 12 MR. KOUDELA: Okay. 13 MR. O'BRIEN: Thank you. 14 MR. FLAISIG: Mr. O'Brien, is that tenant still occupying Apartment 850? 15 16 MS. HARTMAN: She is currently 17 under eviction, so I'm just waiting on that timeframe. 18 19 MR. O'BRIEN: Yeah, We filed an 20 eviction case in the Willoughby Municipal 21 Court. This is one of the Section 8 2.2 tenants from the Lake Municipal Housing 23 Authority. 24 Lake Municipal Housing Authority 25 has terminated their contracts with

1 Shoregate Towers. Those units -- those tenants who have failed to vacate their 2 3 units and find new housing and who are not 4 paying their rent, are now being evicted 5 for non payment of rent. And this unit should be -- I 6 7 believe we're scheduled on this case to go 8 before the Willoughby Municipal Court on 9 March 4th, which means that we anticipate 10 getting a judgement on that date, which 11 means by the middle of March this tenant 12 should have vacated. 13 So, we would ask that you give 14 us -- and since they won't let us gain 15 entry to the unit, since they're barring the door and not answering and not letting 16 17 us in, we ask that you give us at least 18 until a few days after that date, until say 19 March 20th, to go and treat for roaches and 20 to fix whatever problems are in the unit. 21 MR. KOUDELA: Okay. 2.2 MR. O'BRIEN: And I have here a 23 thumb drive, it contains the video. So, if 24 I can submit it, the material to the Clerk. 25 MR. KOUDELA: Yep.

	ltem #2.
1	MR. O'BRIEN: Thank you.
2	MR. FLAISIG: Now do you have
3	video of your attempts on February 2nd and
4	February 9th, the two Fridays after your
5	26th attempt of attempting to gain access
6	to the property?
7	MR. O'BRIEN: I have not
8	[unintelligible] no, but will this
9	tenant allow you to gain entry to that
10	unit?
11	MS. HARTMAN: No, they will not
12	answer any phone calls, they will not
13	answer any messages. They want nothing to
14	do with me.
15	MR. O'BRIEN: The point is just
16	that the Property Maintenance Code states
17	that notice shall be given and that the
18	notice shall include a reasonable time in
19	which to ameliorate the problem and to
20	bring the property back into compliance.
21	The Code also requires or also
22	states that not just the building owner or
23	the property owner, but also the occupant
24	of the unit, you know, can be cited for
25	such for any [unintelligible] under the

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	Item #2.
1	Code. And in this case, the occupant
2	wasn't cited, but only the property.
3	MS. CLARKE: Mr. O'Brien, I just
4	have a couple questions.
5	MR. O'BRIEN: Yeah.
6	MS. LANGRAF: : So, on the 24th
7	you got a notice that you needed to
8	promptly exterminate insects and roaches
9	throughout Apartment 850 in the East
10	Building, right? Your tenant did? Your
11	client?
12	MR. O'BRIEN: My client received
13	that, yes.
14	MS. LANGRAF: : Okay. And then
15	that video, it said she went there on the
16	26th; is that right?
17	MR. O'BRIEN: So, it was the 26th?
18	MS. HARTMAN: Let me confirm in my
19	cellphone because that's the day that I
20	sent it to you, so
21	MR. O'BRIEN: I confirmed that you
22	sent me the video on January 26th at 2:34
23	P.M.
24	MS. LANGRAF: : Okay.
25	MR. O'BRIEN: And Sean Ford is the

	Item #2.
1	technician for Ehrlich Pest Control that
2	could that has been coming, I don't
3	know, probably a couple years, before your
4	time
5	MS. HARTMAN: Yeah.
6	MR. O'BRIEN: to perform pest
7	control maintenance at the property every
8	Friday.
9	MS. LANGRAF: : Sure.
10	MR. O'BRIEN: And so, they they
11	have a contract that says that Ehrlich will
12	will will treat not just common areas
13	in the building, but they'll also treat a
14	number of units every Friday, that's 18
15	units.
16	So, if Stephanie tells them that
17	we need these units treated, they will go
18	treat them.
19	MS. LANGRAF: : Okay. So, on the
20	24th, you got a notice from the City that
21	there was an issue in Apartment 850. Do
22	you know if that apartment was already
23	scheduled with Sean that day or did you
24	tell them to go there?
25	MS. HARTMAN: I'm sorry, repeat

	Item #2.
1	the question. Because it would've been for
2	sure the 26th. I'm sorry, I was just
3	looking at the date because the date is the
4	is a Friday.
5	MS. LANGRAF: : Was that apartment
6	scheduled for the pest control on the 26th
7	or did you add that onto the to the
8	MS. HARTMAN: I added that on
9	MS. LANGRAF: [unintelligible].
10	Okay.
11	MS. HARTMAN: yeah.
12	MS. LANGRAF: : So, the compliance
13	date was January 29th, but you were at the
14	apartment with pest control on the 26th.
15	MS. HARTMAN: Correct.
16	MS. LANGRAF: : And you're here
17	today saying that the 29th was not a
18	reasonable amount of time to get pest
19	control to the apartment?
20	MS. HARTMAN: They refused entry.
21	MS. LANGRAF: : And then your
22	appeal was filed on the 26th as well?
23	MR. O'BRIEN: I filed I think I
24	brought the appeal I brought the appeal
25	in on the 29th.

	Item #2.
1	MS. LANGRAF: : 29th. But you
2	served it on the City on the
3	MR. O'BRIEN: And for some reason
4	it says received on the 26th.
5	MS. LANGRAF: : Yeah.
6	MR. O'BRIEN: And I know because
7	when I arrived I saw Mr. Brennan at the
8	window, and I was given or no, no,
9	that's not right. I came, I brought it in
10	the 26th, and then I was told to come back
11	on the 29th. So yes, I filed this on the
12	26th.
13	MS. LANGRAF: : Okay.
14	MR. BRENNAN: Mr. Chairman
15	MR. KOUDELA: Yes.
16	MR. BRENNAN: I believe this
17	was a Friday.
18	MR. O'BRIEN: Yeah, so I came in
19	on a Friday.
20	MR. BRENNAN: Yeah, it was on a
21	Friday, and I don't know exactly what the
22	date was on that Friday.
23	MR. O'BRIEN: That was the 26th.
24	It was the 26th, and then Sean said the
25	secretary wasn't there, and then I get

called and I got called and I came back on the 29th and gave him the check, and I got -- and then received the paperwork on that date. But yes, I was there on the 26th because if we believe that a Violation Notice did not comply with the Code, that we have 20 days then to -- under the Code -- to file an appeal with this Board.

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And I didn't believe that at that time -- that giving five days' notice to eradicate all pests in one apartment is reasonable. I also -- I mean, you know, I also believe that -- and not that the Board cares about this, you might care about this -- I also think that, you know, that the ordinance itself is violative to a substantive due process because it doesn't provide, you know, reasonable time to comply necessarily, because the definition of infestation under this -- under this Property Maintenance Code means even one insect or one rodent, so I don't know how anybody could ever comply with the Code when it says that even one bug is an infestation. And it's impossible in a 403

	Item #2.
1	unit, two-tower apartment building to not
2	have one bug in the unit.
3	And I know you would understand
4	what substitute process is, I don't think
5	necessarily the Board does, but I don't
6	think that the Code complies with due
7	process in that regard because I think it's
8	impossible not to have one bug in an entire
9	apartment complex of this size.
10	MS. LANGRAF: : So as of today,
11	you haven't been able to get into the
12	apartment?
13	MS. HARTMAN: I have not.
14	MS. LANGRAF: : So, you're asking
15	for until March, what? 20th?
16	MR. O'BRIEN: We anticipate that
17	on March 4th, barring anybody, you know,
18	entering an appearance on behalf of the
19	tenant and asking for an extension or
20	anything, we anticipate that this person
21	will be will that my client will
22	receive a writ of restitution allowing 7 to
23	10 days for the person to get out as of
24	March 4th.
25	So I would anticipate that by the

middle of March this person should have been removed from the property and they can get in -- problems for the towers is that there are numerous tenants -- there are numerous tenants who are very good tenants and there are numerous tenants who were very bad tenants and they're in the process of evicting -- evicting all the very bad tenants. The ones who do not comply with their obligations under Ohio Landlord Tenant Acts to keep their property clean. And also under this Property Maintenance Code, tenants are required to keep their property clean, to do things like not allow bugs or roaches to come in, to remove their garbage, to clean their apartment. There are some people who do not. There are some people who, you know, are very bad tenants and allow filth to accumulate in their apartments, which attracts, you know, pests.

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So, you know, when you've got 23 tenants like that, and those tenants will not allow management access to the property to allow them to ameliorate the problem

	Item #2.
1	that the tenants themselves are creating,
2	it's very difficult to try to fix the
3	problem.
4	And so, although Stephanie tries
5	very hard to do that, sometimes she's not
6	allowed to do it because the people just
7	won't let her in.
8	So, we just ask you to give us
9	additional time to allow the problem to be
10	fixed I would say, you know, 10th of
11	March. So, we would like you to amend the
12	Violation Notice to give us additional time
13	and fix the problem.
14	MR. FLAISIG: Now, at the time of
15	the attempt to get into the Apartment 850,
16	was the common areas like the hallway,
17	stairwell, were those sprayed?
18	MS. HARTMAN: Yes.
19	MR. FLAISIG: So basically, trying
20	to contain them
21	MS. HARTMAN: Yes.
22	MR. FLAISIG: In the apartment?
23	MS. HARTMAN: Uh-huh.
24	UNIDENTIFIED VOICE: And does Sean
25	he but when he does get in, he'll

	Item #2.
1	spray the doorways, right?
2	MS. HARTMAN: He he sprays,
3	sorry. He will spray the doorway and he
4	will spray throughout the hallway and the
5	door frame.
6	MR. HILL: You keep mentioning
7	this the name Sean. Now does he do
8	does he do this by himself or does he have
9	a crew?
10	MR. O'BRIEN: No, he works for a
11	company called Ehrlich Pest Control.
12	MR. HILL: But when he you say
13	he comes every Friday.
14	MR. O'BRIEN: He is the technician
15	that comes every Friday
16	MR. HILL: By himself?
17	MR. O'BRIEN: By himself that does
18	these two buildings.
19	MR. HILL: So, you're talking
20	about keeping pest control down, how does
21	one person that's 27 weeks to do to
22	do every unit from one person. How is that
23	manageable?
24	MR. O'BRIEN: If there's an issue,
25	I mean, not every apartment has an issue.

1 There are many people at Shoregate To	owers
2 who are very happy there to keep their	ir
3 apartments clean. They don't have is	ssues
4 with pests, but we also there're a	also
5 two other companies too. There's a c	company
6 called Porch's Pest Control, which al	lso
7 performs pest controls the propert	ty.
8 There's also	
9 MS. HARTMAN: [Unintelligible	e].
10 MR. O'BRIEN what? And the	ere's
11 also T&L, Tillman, which also does ot	ther
12 pest control. So there are actually	three
13 companies that are performing pest co	ontrol
14 services at the property, not just Eh	hrlich.
15 Ehrlich has the biggest contr	ract.
16 They are the one that was tasked with	h
17 treating for bugs and rodents through	hout
18 the property, common areas, exteriors	s, and
19 a limited number of apartments every	week.
20 BY MR. O'BRIEN	
21 Q. But how many how many times do you think	do
22 you think, like, do you treat 18 units every	У
23 week?	
24 A. We treat 18 units. If we have someone that	has
25 like a bedbug issue, then we treat about 16	

	Item #2.
1	because the bedbug issue takes close to an
2	hour-and-a-half, so it's like one to two less.
3	MS. CLARKE: So, was any further
4	attempt made to enter the apartment and
5	treat it or
6	MS. HARTMAN: Sean has tried to go
7	two other times and they just refused any
8	service. He has not tried to key in, but
9	he has knocked.
10	MS. CLARKE: So, the people don't
11	ever leave like their apartment, like you
12	can't
13	MS. HARTMAN: I don't know.
14	MR. O'BRIEN: I mean, he comes
15	every Friday, you know.
16	The point our point is that,
17	you know, there has to be a reasonable
18	opportunity to not only fix the problem,
19	but bring the property back into
20	compliance, and, you know, we, Shoregate
21	Towers has contracted with different pest
22	control companies, the problem is that they
23	can't be there every day all day long, and
24	although
25	BY MR. O'BRIEN

			Item #2.
1	Q.	Steph,	do you make attempt to contact these
2		people	so that we can get in?
3	A.	I do.	
4			MS. HARTMAN: Am I allowed to say
5			something?
6			MR. O'BRIEN: Yeah, go ahead.
7			MS. HARTMAN: Okay. So, they
8			actually the children in that unit have
9			been writing all kinds of vulgar things on
10			the walls as well. So, they refuse to make
11			any contact with me because they're writing
12			the "N" word on the walls. They're writing
13			O - S-H-I-T all over. So, they refuse to
14			have any contact with me due to the
15			eviction. So, they want nothing to do with
16			us and they're just waiting to for their
17			final day, apparently.
18			MS. CLARKE: How do you know that?
19			MS. HARTMAN: Because they threw a
20			bag of dog poop at one of my maintenance
21			guys.
22			MS. CLARKE: But how do you know
23			they're writing on the inside of the
24			apartment if you can't get into it?
25			MS. HARTMAN: Not on the inside of

	Item #2.
1	the apartment, on the inside of the
2	stairwells.
3	BZA MEMBER: Did you go back with
4	Sean the next two times that he attempted
5	to go in?
6	MS. HARTMAN: I did not.
7	BZA MEMBER: Okay. So, there was
8	no attempt to key in. You don't know that
9	the door was barred?
10	MS. HARTMAN: He just told me.
11	Because when I'm the only one in the
12	office, I don't have time to go every
13	single time.
14	BZA MEMBER: Why did you go the
15	one time you did go?
16	MS. HARTMAN: Because I wanted to
17	prove I wanted to prove that they
18	refused to let us in.
19	BZA MEMBER: So, I guess what's
20	the difference between the next two if
21	we've had this appeal holding? I mean, I
22	would've I would've expected that we
23	would've done the same thing each time,
24	right?
25	MS. HARTMAN: To be honest, I

	Item #2.
1	didn't know that I was going to have to be
2	here, and I didn't know that I would even
3	take a video, I just wanted to prove it
4	that one time to him.
5	BZA MEMBER: How did they how
6	did we find this for the team how did we
7	get in there the first time to find this?
8	MR. BRENNAN: Mr. Chairman?
9	MR. KOUDELA: Yes, sir.
10	MR. BRENNAN: I was on an annual
11	inspection. This Apartment 850 in the East
12	Building was one of the last few apartments
13	that we had to get into complete our annual
14	inspection. And while we were doing this
15	inspection, my other inspector Alfredo was
16	with me also. We were walking through the
17	apartment trying to do our inspection and
18	he was in the dining room, he noticed some
19	roaches I do have some pictures here. I
20	just brought them with me and brought one
21	for Mr. O'Brien to take a look at them.
22	These if you'll want to just
23	pass those down.
24	MR. BRENNAN: So, Alfredo took the
25	picture in the dining room and it's going

Item #2. to be the first page. As I was walking 1 down the hallway going towards the back 2 3 bedrooms, the bathroom area, there was 4 roaches on the ceilings, and then as we 5 opened up the bathroom door -- excuse me -you could see lots of roaches all over the 6 7 top of the door, also was in the bathroom, 8 there was roaches all over the walls. 9 BZA MEMBER: How did you gain 10 access to this apartment? 11 MR. BRENNAN: I was in that 12 apartment with the maintenance man -- oh, 13 my mind is going blank with his name. 14 MS. HARTMAN: Justin. MR. BRENNAN: Justin, Justin Clay. 15 16 BZA MEMBER: How did you enter, 17 did you knock and the tenant let you in? MR. BRENNAN: Justin knocked on 18 19 the door. He had the key and he opened the 20 door. 21 BZA MEMBER: Now have the adjacent 2.2 apartments been checked? Because I mean, 23 from these pictures there's no way they're 24 contained the one -- in this one apartment. 25 They're just not possible.

	Item #2.
1	MS. HARTMAN: I would have to see
2	my pest control list to make sure that they
3	were or not.
4	MS. LANGRAF: : In the interest
5	for clarity, we're only here on Apartment
6	850.
7	BZA MEMBER: Now my question is
8	any other adjacent is checked?
9	BZA MEMBER: Mr. Brennan?
10	MR. O'BRIEN: Do not know.
11	MS. HARTMAN: I do not know.
12	MR. O'BRIEN: If she doesn't know,
13	she doesn't know.
14	BZA MEMBER: Mr. O'Brien brings up
15	a reasonable amount of time. In your
16	opinion, is five days long enough? I mean,
17	is that somewhat standard?
18	MR. BRENNAN: Mr. Chairman?
19	MR. KOUDELA: Yes.
20	MR. BRENNAN: Yes, I believe
21	that's enough time to have that apartment
22	treated.
23	MR. KOUDELA: Okay. Mr. Brennan,
24	how much notice do you have to give the
25	apartment to go there? Like you didn't

	Item #2.
1	have any issues with gaining entry, did you
2	give notice, or did you just show up and
3	say we're here for inspection?
4	MR. BRENNAN: When we make an
5	appointment for an annual inspection, they
6	notify their tenants. So, this was one of
7	the straggler apartments where we couldn't
8	have entry in, so
9	MR. KOUDELA: Okay.
10	MR. BRENNAN: while we were
11	there, we did make entry. There was no
12	door lock, no hotel lock on it. The trim
13	was busted off on the inside of the door
14	MR. KOUDELA: Okay.
15	MR. BRENNAN: so
16	MR. KOUDELA: Okay. Thank you.
17	MR. BRENNAN: Uh-huh.
18	MR. KOUDELA: Any other questions?
19	BZA MEMBER: Yeah. So so I
20	guess my next question here, why
21	Stephanie, you said that you won't go if
22	you're the only one. So, in the situation
23	here, Sean took Justin in. Was there no
24	maintenance man to attend the second time
25	to validate nobody could get in and these

	Item #2.
1	two subsequent attempts to enter the
2	MS. HARTMAN: I did not require
3	anybody to go with him after that.
4	BZA MEMBER: Okay.
5	MS. HARTMAN: I thought that my
6	one video was going to be proof enough.
7	BZA MEMBER: Does Sean have a key
8	to get in on his own or did you have to
9	provide him a key during that day?
10	MS. HARTMAN: I have to provide a
11	key
12	BZA MEMBER: Okay.
13	MS. HARTMAN: yeah.
14	BZA MEMBER: So, we made no
15	attempt other than knocking on the door the
16	next few times?
17	MS. HARTMAN: Correct.
18	BZA MEMBER: But we made three
19	attempts?
20	MS. HARTMAN: Correct.
21	BZA MEMBER: Okay. So, three
22	attempts since the 26th to do this, but
23	it's not been completed?
24	MS. HARTMAN: Correct.
25	BZA MEMBER: And again, the

	Item #2.
1	argument is adequate time, correct?
2	MS. HARTMAN: Correct.
3	BZA MEMBER: Okay. And we've made
4	three attempts?
5	MS. HARTMAN: Correct.
6	BZA MEMBER: Okay.
7	MR. O'BRIEN: The point though is
8	that the the Notice of Violation itself
9	again dated the 24th day of January, which
10	was a Wednesday, and my client attempted to
11	fix the problem on Friday the 26th, and the
12	compliance date was the 29th, which
13	would've been the following Monday.
14	So, under the circumstances when
15	when Mr. Brennan's well aware of the
16	fact that Sean Brennan to come into that
17	Sean Ford comes to the property every
18	Friday and does these treatments. The
19	question is if my client is not able to
20	gain access on that date, that Friday, is
21	requiring the property to be treated and
22	brought back in compliance by that next
23	Monday, is that a reasonable amount of time
24	under the ordinance, and we submit that
25	it's not.

	Item #2.
1	BZA MEMBER: Well, I so you
2	stated there are three companies that work
3	for the property.
4	MR. O'BRIEN: Yes. They do
5	different things.
6	BZA MEMBER: So, do all three of
7	them handle infestations?
8	MR. O'BRIEN: No, that is the
9	contract with Ehrlich for this kind of
10	problem, for bugs in particular. So, if
11	somebody says, I have a problem with
12	roaches or with other bugs, bed bugs, then
13	Stephanie will contact Ehrlich, let them
14	know you've got to treat this unit. And
15	she'll give a list of units to treat and
16	they would go to those units, but Mr. Ford
17	can't be expected to hang around, you know,
18	all day or come back numerous other days to
19	try to address the issue if the tenants are
20	not going to allow them
21	BZA MEMBER: Well
22	MR. O'BRIEN: into the
23	property.
24	BZA MEMBER: So, then my next
25	question is, if another tenant gets a

	Item #2.
1	bedbug infestation on a Monday, do they
2	wait till Friday to have that resolved?
3	MR. O'BRIEN: Yes. If they're
4	if they're if the if my client is
5	told on a Monday that there's an issue that
6	it's Friday that will be addressed.
7	BZA MEMBER: There's no exception
8	to that rule? There's no exception to
9	Ehrlich coming out except on a Friday?
10	MR. O'BRIEN: No. The tenants
11	also have an obligation under the 2015
12	Property Maintenance Code and under Ohio's
13	Landlord Tenant Act to make sure that their
14	property is not infested. So, it doesn't
15	only fall upon the landlord, this when
16	it comes to that, you know, the tenant is
17	also responsible for making sure there is
18	not garbage that is that is allowed to
19	fester in their unit, which attracts pests.
20	They are also required for
21	BZA MEMBER: And, Mr. O'Brien, you
22	don't know if there is garbage
23	BZA MEMBER: But the tenant is not
24	cited for that
25	BZA MEMBER: right?

	Item #2.
1	MR. O'BRIEN: I don't know that,
2	no.
3	BZA MEMBER: Okay.
4	MR. O'BRIEN: Do you know what was
5	the condition of this unit, Stephanie?
6	MS. HARTMAN: I've never been able
7	to go inside that unit.
8	MR. O'BRIEN: They will not allow
9	you to go in?
10	BZA MEMBER: So, we don't know if
11	that's the garbage, so that's neither here
12	nor there?
13	BZA MEMBER: That's so again.
14	MR. O'BRIEN: We don't.
15	BZA MEMBER: We weren't we
16	weren't cited the tenant wasn't cited,
17	right? There was a citation, so again,
18	there's no exception to a Friday. That is
19	the only day that Ehrlich will come out,
20	that is that's the question. There's no
21	exception to that rule?
22	MR. O'BRIEN: Does Justin will
23	Justin go there? Will your maintenance man
24	go there
25	MS. HARTMAN: For?

1	Item #2. MR. O'BRIEN: For any kind of
1 2	infestation or not?
3	MS. HARTMAN: No. So, you are not
4	allowed to mix chemicals. So, if I have
5	Ehrlich coming in to spray for roaches and
6	I get another company to spray for roaches,
7	it could technically hurt the person that's
8	in there because chemicals and chemicals
9	cannot like meet together.
10	BZA MEMBER: Well, I wouldn't
11	expect the maintenance guy to do that
12	MS. HARTMAN: Yeah.
13	BZA MEMBER: I'm asking if the
14	exterminating company would come back and
15	do that on an ad hoc basis.
16	MR. O'BRIEN: No, it's
17	unreasonable to say that in 403 apartment
18	complex that you have to have
19	BZA MEMBER; We're dealing with
20	one, we're here for 850.
21	MR O'BRIEN: I know that. We're
22	talking about a complex that has 403 units.
23	And to say that they have to have a pest
24	control company on, you know, call to come
25	out and treat whenever a property, tenants

that they have an issue is unreasonable.

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So, the point of the Code, if you read the Property Maintenance Code, it says that, you know, before there can be any kind of Violation Notice for any kind of problem, and before there can be any action taken, that the City has to not only provide notice, but give a reasonable opportunity to fix the problem. And the question here is not whether or not the property, that the problem's been fixed, but whether or not a reasonable opportunity was given to the landlord to fix the problem.

And we're just saying that giving five days to fix a problem when a tenant is not allowing access to the landlord is unreasonable. That's what we are saying.

MS. CLARKE: Isn't your argument, not whether it's reasonable, but whether it's reasonable to Shoregate Towers, that's what you're asking us to do.

MR. O'BRIEN: No, my argument is it's reasonable under the circumstances. So if you -- and you'll have the opportunity to do this, but if you look at Sections 106 and 107 of the Code, you'll see that what is required is that not only -- and this is Section 107.2, Subsection 4, says that the Violation Notice and it states, and I quote, "include a correctional order allowing a reasonable time to make repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of the Code."

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So, it's not [unintelligible] to have to give a reasonable opportunity to fix the problem, and that means, you know, ameliorating the problem entirely, eradicating the unit of any pests.

So, the question is, under the circumstances is five days a reasonable opportunity to fix this problem in this unit? And we contend that it is not, especially when the tenant that is in that unit who knows they're being evicted, will not allow the property owner to come in to that unit and fix the problem. And they bar the door and they don't allow somebody

	Item #2.
1	to come in and they won't answer the door
2	when they knock, you can't expect my client
3	to be able to ameliorate the problem.
4	MS. CLARKE: Are we to expect the
5	Zoning Inspector to anticipate that
6	somebody's going to barricade themselves in
7	the apartment
8	MR. O'BRIEN: No.
9	MS. CLARKE: when they issue a
10	citation?
11	MR. O'BRIEN: No.
12	MS. CLARKE: So, how would we know
13	what would be reasonable in that
14	circumstance?
15	MR. O'BRIEN: Because you're
16	hearing the testimony of my client, Mr.
17	Brennan.
18	MS. CLARKE: I absolutely am, but
19	he issued the notice based on his
20	inspection.
21	MR. O'BRIEN: Yes.
22	MS. CLARKE: Not what happened
23	after the inspection?
24	MR. O'BRIEN: Yes.
25	MR. KOUDELA: Is the goal, if

	Item #2.
1	there is an extension, which we're looking
2	at, by my quick math, from going from five
3	days to about 65 days, right? Riding about
4	two months' worth of time, that's what
5	we're looking for, will there be a check
6	every Friday? Will someone be with the
7	pest control every Friday keying in,
8	attempting to gain a like this is
9	MR. O'BRIEN: Yes.
10	MR. KOUDELA: this is my
11	this is my point of contention is that
12	there has while there've been three
13	attempts, there's only one attempt shown so
14	far where we made a, what I would consider
15	reasonable attempt to gain access
16	MR. O'BRIEN: Stephanie will go
17	back every Friday.
18	MR. KOUDELA: the second and
19	third time were knocks.
20	MR. O'BRIEN: Yeah, Stephanie will
21	go back every Friday, she'll take another
22	video every Friday and we can come back
23	here every week if you like to verify what
24	happened on every Friday.
25	MR. KOUDELA: I would just expect

	Item #2.
1	that we would be taking all measurable
2	steps when we have something of an appeal
3	involved.
4	MR. O'BRIEN: Yes.
5	BZA MEMBER: So, Mr. O'Brien,
6	you're looking for an extension until March
7	20th. Do you feel that that's adequate
8	time? That's what we're here for today.
9	MR. O'BRIEN: I you know,
10	barring any other circumstances to prevent
11	my client from being able to treat, yes.
12	But, you know, if Lake County Fair Housing
13	decides that they want to represent this
14	tenant on a pro bono basis and they ask for
15	something like a jury trial and eviction
16	which you can do, believe it or not and
17	it takes longer to hear this complaint,
18	longer to get this tenant evicted even
19	though they're behind on the rent for how
20	long now?
21	MS. HARTMAN: Several months.
22	MR. O'BRIEN: Yeah. I mean, I
23	would anticipate that this tenant would
24	my client would receive a writ of
25	restitution and that there would be an

	Item #2.
1	order ordering the tenant to vacate within
2	seven to 10 days of March 4th. That's what
3	I think would probably happen, but I can't
4	guarantee it because I'm not the judge and
5	I don't control the court.
6	But I would anticipate that by the
7	end of March that this problem, that this
8	apartment would have been cleaned out and
9	that any problems with the apartment
10	would've been fixed.
11	MR. KOUDELA: Okay. Thank you.
12	MR. O'BRIEN: Yep. You're
13	welcome.
14	MR. KOUDELA: Mr. Brennan, one
15	one more question just to clarify, what day
16	was your inspection?
17	MR. BRENNAN: The date of the
18	notice was my inspection.
19	MR. KOUDELA: So, the 24th?
20	MR. BRENNAN: Correct.
21	MR. KOUDELA: Okay. And you had
22	no issues gaining access that day?
23	MR. BRENNAN: With Justin, the
24	maintenance director.
25	MR. KOUDELA: Okay. All right.

	Item #2.
1	Thank you.
2	MR. O'BRIEN: And Justin could go
3	back too. I mean Stephanie and Justin did
4	both go back.
5	BZA MEMBER: Well, yeah.
6	MR. O'BRIEN: They'd be glad to do
7	so.
8	MR. KOUDELA: And did he do so
9	since the 26th?
10	MS. HARTMAN: Have we has Sean
11	been back?
12	MR. KOUDELA: Has Justin?
13	MS. HARTMAN: Oh, I don't recall.
14	MR. O'BRIEN: No. Justin's job is
15	not to deal with infestation issues. So,
16	Justin is the maintenance director of the
17	property, his primary function is to deal
18	with things like water leaks, electrical
19	problems, minor carpentry issues, you know,
20	so we have problems like tenants who have
21	been recently evicted, come back after the
22	locks are changed and kick their door in,
23	you know.
24	And, you know, there are numerous
25	problems at Shoregate Towers that, you

	Item #2.
1	know, make it difficult to control this,
2	but understand when people do things like
3	come back after they're evicted to face the
4	property, you know, and engage in
5	vandalism, kick their door in, you know,
6	sometimes do really horrible things.
7	MR. KOUDELA: Now, Mr. O'Brien,
8	was this done to Apartment 850?
9	MR. O'BRIEN: No, they're still
10	there.
11	MR. KOUDELA: So that doesn't
12	apply to what we're talking about.
13	MR. O'BRIEN: But what I'm saying
14	is that the maintenance director has many
15	other things to deal with. This is a
16	property that's probably 50 years old. The
17	towers were built in 1970. They were
18	finished in 1971 and 1972. So, they're
19	over 50 years old. And with a building of
20	that age, you're going to have a lot of
21	problems when you've got 403 units. You're
22	going to have water leaks, you're going to
23	have, you know, electrical issues, and the
24	maintenance director and the maintenance
25	staff currently that are in-house, they

primarily deal with those issues. They don't deal with infestations. They don't deal with pest control. There are outside companies that are hired for that. And at this point, there are three different companies who do that right now. And Ehrlich is the biggest one, and they're the ones that deals with things like roach infestation. So, if there's a problem -problem with roach infestations in a particular unit, Ehrlich will deal with that. And they do 18 units every single week, and they do all the common areas every single week, but -- and then I -- and -- and I don't think that that overloads the property, does it? I mean --MS. HARTMAN: No. MR. O'BRIEN: -- that's more than enough [unintelligible] for the [unintelligible] received --MS. HARTMAN: Yes. MR. O'BRIEN: -- is that fair to state? MS. HARTMAN: Yes. MR. O'BRIEN: Okay. So they're

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Item #2.

	Item #2.
1	able to deal with complaints received and
2	they do it every Friday. The point is
3	that, you know, if a notice is given on a
4	Wednesday and Ehrlich is there on Friday
5	and my client can't gain access, they have
6	to get a reasonable opportunity to deal
7	with that problem under those
8	circumstances, that's all we're asking.
9	BZA MEMBER: They didn't try to
10	reenter on Monday?
11	MR. O'BRIEN: No. Mr. Ford is
12	there on Fridays.
13	MR. KOUDELA: And you do not have
14	video of him trying to gain entry February
15	2nd
16	MR. O'BRIEN: No.
17	MR. KOUDELA: or February 9th?
18	MR. O'BRIEN: No.
19	MR. KOUDELA: Okay.
20	MS. CLARKE: So, is that
21	scheduled, like recommended by the pest
22	control company or is that what Shoregate
23	Towers hires them to do? Like, is there a
24	reason why they can't come back more often?
25	MR. O'BRIEN: Well, I think it

would become economically inefficient to have somebody come back more than once a week to try to deal with issues like this. I mean, yes, in a perfect world they could have a person on staff that's just there to deal with that issue, but the question is, is it reasonable to require that, you know, under all circumstances. I don't think it is, and that's all we're saying. It's like they're glad to deal

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with the pest control issues, they do, on a regular basis, every single week. They deal with this every week. The point is that when you've got somebody that won't let you into an apartment, you probably should be, you know, allowed more [unintelligible] to fix the problem so we can get access.

19MR. KOUDELA: Okay. Any other20questions?

21 BZA MEMBER: I think one last 22 question. Do we know the last time this 23 apartment was sprayed?

> MR. O'BRIEN: Do you know? MS. HARTMAN: Unless I had the

	Item #2.
1	records, I do not know, off the top of my
2	head.
3	BZA MEMBER: But
4	MS. HARTMAN: She never called,
5	she never for anything.
6	MR. O'BRIEN: Was there a
7	complaint made?
8	MS. HARTMAN: No.
9	MR. O'BRIEN: So, this is just Mr.
10	Brennan on his annual inspection
11	determining there was an issue?
12	MS. HARTMAN: Correct.
13	BZA MEMBER: So, when you do 18
14	every Friday, is it routine that every
15	building will go in a set order or do those
16	18 only include complaints?
17	MS. HARTMAN: We'll do complaints
18	and then we'll do vacants.
19	MR. O'BRIEN: But she but the
20	tenant who's the tenant in 850?
21	MS. HARTMAN: Leena Cunningham I
22	believe it is.
23	MR. O'BRIEN: Okay.
24	MS. HARTMAN: I can pull it up if
25	you'd like to look

	Item #2.
1	MR. O'BRIEN: No, that's okay.
2	It's La La Linaria [phonetic]
3	MS. HARTMAN: Linaria.
4	MR. O'BRIEN: Linaria
5	Cunningham. Yeah, Ms. Cunningham has been
6	there how long?
7	MS. HARTMAN: Do you want me to
8	pull it up?
9	MR. O'BRIEN: Yeah.
10	MS. HARTMAN: Okay. November
11	22nd, 2022 was her application. She moved
12	in on December 15th of 2022.
13	MR. KOUDELA: All right. Any
14	other questions? Any other comments that
15	you'd like to make?
16	MR. O'BRIEN: No, thank you.
17	MR. KOUDELA: So, on this vote,
18	Ms. Landgraf, if you could just clarify, an
19	approval on Case Number 24-1 would mean
20	that we agree with Shoregate Towers, the
21	property owner, correct?
22	MS. LANDGRAF: So, this is an
23	appeal filed by Shoregate Towers, NS, and
24	the other individuals listed. So, they're
25	appealing, and Mr. O'Brien's asked a couple

	Item #2.
1	things, first to either agree with the
2	applicant that this was not appropriately
3	applied to the situation, but I've also
4	heard him ask for an extension of time.
5	So, did you want to did you
6	want them to vote on both of those or
7	MR. O'BRIEN: Yes, I would like to
8	vote first to vote on whether or not they
9	believe that -
10	MS. LANGRAF: It was a
11	MR. O'BRIEN: five days is the
12	maximum amount of time pursuant to this
13	particular Codified Ordinance, and second
14	of all, whether or not they're willing to
15	grant an extension until the end of March
16	to repair this problem.
17	MS. LANGRAF: Okay. So, first
18	there would be a motion to grant the appeal
19	of the stated appellants with regards to
20	application of the Property Maintenance
21	Code in which your vote would say we agree
22	that it was appropriately applied, or a
23	vote no would be, you don't believe that it
24	was appropriately applied.
25	BZA MEMBER: Okay.

	Item #2.
1	MS. LANGRAF: The second motion
2	would be for an appeal on the basis of an
3	extension of time. That's what you're
4	asking for?
5	MR. O'BRIEN: Yes.
6	MS. LANGRAF: Okay.
7	MR. KOUDELA: And we could just
8	use March 20th as
9	MS. LANGRAF: That's what they're
10	asking
11	MR. KOUDELA: a date to throw
12	out there, is that what you're asking for?
13	MR. O'BRIEN: I'm asking for the
14	end of March because I can't guarantee that
15	the you know, March 20th. I think in
16	all likelihood this tenant will be ordered
17	to vacate at least by March 14th, but I
18	can't guarantee that. Sometimes court are
19	required to generally they're required
20	to order a move out 7 to 10 days after the
21	date of the First Cause Hearing for a writ
22	of restitution, but that doesn't mean they
23	will, and that doesn't mean they won't also
24	grant some kind of continuance so that
25	hearing doesn't take place for another week

	Item #2.
1	or two weeks, so I don't know that at this
2	point in time, so I would say to be safe,
3	I'm asking until the end of March.
4	MR. KOUDELA: Okay. Mr. O'Brien,
5	can you please give me a date in the end of
6	March.
7	MR. O'BRIEN: I said the end of
8	March, so, March 31st.
9	MR. KOUDELA: 31st. Okay.
10	MR. O'BRIEN: Yes.
11	MR. KOUDELA: Okay. Would
12	somebody would like to make a motion or,
13	Ms. Langraf, would you like me to do it?
14	MS. LANGRAF: I'll give it a shot.
15	MR. KOUDELA: All right, Ms.
16	Langraf, thank you.
17	MS. LANGRAF: So, the first motion
18	is going to be a motion to grant the appeal
19	of Shoregate Towers NS, LLC, Lemma Getachew
20	and Guenet Indale with regards to Property
21	Maintenance Code violation dated January
22	24th, 2024, Apartment 850 in the East
23	Building for a violation of Property
24	Maintenance Code 309.1 on the basis of
25	reasonableness for time for compliance,

	Item #2.
1	okay?
2	So, that means the Appellant is
3	requesting you to grant the appeal on the
4	basis that they were not given sufficient
5	time a reasonable amount of time to
6	comply with the notice.
7	MR. YARLETTS: Okay. I second.
8	MR. KOUDELA: Okay. Second.
9	Thank you Mr. Yarletts.
10	MS. LANGRAF: So a vote yes, would
11	be you agree with Shoregate Towers
12	MR. KOUDELA: Okay.
13	MS. LANGRAF: a vote no would
14	mean that the Violation Notice stands as
15	issued.
16	MR. KOUDELA: Okay. Thank you.
17	Can I get a roll call, please.
18	MADAM SECRETARY: Mr. Koudela?
19	MR. KOUDELA: No.
20	MADAM SECRETARY: Mr. Flaisig?
21	MR. FLAISIG: No.
22	MADAM SECRETARY: Mr. Yarletts?
23	MR. YARLETTS: Nay.
24	MADAM SECRETARY: Mr. Hill?
25	MR. HILL: No.

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	Item #2.
1	MADAM SECRETARY: And Ms. Clarke?
2	MS. CLARKE: No.
3	MS. LANGRAF: The second motion is
4	the motion to grant the appeal of Shoregate
5	Towers NS, LLC, Lemma Getachew and Guenet
6	Indale to the Willoughby Prop Willowick
7	Property Maintenance Code violation dated
8	January 24th, 2024, Apartment 850 in the
9	East Building for a violation of Property
10	Maintenance Code 309.1 to grant an
11	extension of time to March 31st, 2024 to
12	comply with the stated notice.
13	MR. YARLETTS: I'll second.
14	MS. LANGRAF: A vote yes means you
15	agree to the extension, a vote no means no
16	extension.
17	MR. KOUDELA: Okay. Thank you.
18	Thank you for the second, Phil.
19	Can I get roll call, please.
20	MADAM SECRETARY: Mr. Koudela?
21	MR. KOUDELA: No.
22	MS. LANGRAF: You need to have
23	somebody make the motion. I am the Law
24	Director, so, somebody makes the motion
25	MR. KOUDELA: Okay.

	Item #2.
1	MS. LANGRAF: and then somebody
2	needs to second it.
3	MR. KOUDELA: Okay. Somebody make
4	the first one. Do we need to go back to
5	the first one?
6	MS. LANGRAF: Do you have a first
7	and a second?
8	MADAM SECRETARY: Yes.
9	MR. KOUDELA: Okay. So, we need a
10	first for 24-1 motion one
11	MS. LANGRAF: Correct.
12	MR. KOUDELA: correct?
13	BZA MEMBER: All right. You want
14	to do it, Phil?
15	MR. YARLETTS: Yeah, I'll do it.
16	Mr. Chairman
17	MR. KOUDELA: Do they have to say
18	the entire thing or just
19	MS. LANGRAF: You might as well
20	since we don't have a first, yes.
21	MR. KOUDELA: Okay. All right.
22	MR. YARLETTS: Mr. Chairman, I'd
23	like to make a motion in Case 24-1
24	Shoregate Towers of 30901 Lakeshore
25	Boulevard, that we grant an appeal for the

	Item #2.
1	maintenance violation no, that's not
2	what
3	MS. LANGRAF: Dated.
4	MR. YARLETTS: The maintenance
5	violation dated 1/24/2024 for Apartment
6	850, Codified Ordinance 1332.05 to 1367.01.
7	MS. LANGRAF: So that's a grant of
8	the appeal on the basis of reasonableness
9	for compliance.
10	MR. KOUDELA: Yes.
11	MS. LANGRAF: So, same applies. A
12	vote yes that you agree with the applicant.
13	A vote no is the maintenance violation
14	stands as this.
15	MR. KOUDELA: Okay.
16	MR. FLAISIG: I will second.
17	MR. KOUDELA: Second. Thank you,
18	Tom.
19	Can I get roll call please, again.
20	MADAM SECRETARY: Mr. Koudela?
21	MR. KOUDELA: No.
22	MADAM SECRETARY: Mr. Flaisig?
23	MR. FLAISIG: No.
24	MADAM SECRETARY: Mr. Yarletts?
25	MR. YARLETTS: No.

	Item #2.
1	MADAM SECRETARY: Mr. Hill?
2	MR. HILL: No.
3	MADAM SECRETARY: And Ms. Clarke?
4	MS. CLARKE: No.
5	MS. LANGRAF: Now we need a motion
6	to grant
7	MR. KOUDELA: Can I get a motion
8	for the Case 24-1, the second for the
9	extension of time to the 31st?
10	MR. YARLETTS: Mr. Chairman, I'd
11	like to make a motion in Case 24-1
12	Shoregate Towers of 30901 Lakeshore
13	Boulevard that we grant the appeal for an
14	extension of time to take care of
15	maintenance violations dated 1/24/2024 in
16	Apartment 850.
17	MS. LANGRAF: Until March
18	MR. YARLETTS: Until March 31st,
19	2024.
20	MR. KOUDELA: Okay. Can I get a
21	second?
22	MR. HILL: I second.
23	MR. KOUDELA: Mr. Hill, thank you.
24	Roll call.
25	MADAM SECRETARY: Mr. Koudela?

	Item #2.
1	MR. KOUDELA: No.
2	MADAM SECRETARY: Mr. Flaisig?
3	MR. FLAISIG: No.
4	MADAM SECRETARY: Mr. Yarletts?
5	MR. YARLETTS: No.
6	MADAM SECRETARY: Mr. Hill?
7	MR. HILL: No.
8	MADAM SECRETARY: And Ms. Clarke?
9	MS. CLARKE: No.
10	MR. KOUDELA: Okay. Mr. O'Brien
11	Case Number 24-1 will go in front of City
12	Council at the next meeting as a
13	recommendation for not to approve the
14	appeals or the extension to March 31st,
15	okay?
16	MR. O'BRIEN: Okay.
17	MR. KOUDELA: So, this brings us
18	to Case Number 24-2. This is an appeal for
19	property 1250 also in the East Building.
20	If you could please go over you
21	know, that that appeal as well and what
22	you're hoping to gain for that.
23	MR. O'BRIEN: Yes. So attached to
24	our Notice of Appeal, which again is time
25	stamped January 26th, 2024, Exhibit A,

Item #2.	ltem	#2.
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1 There's a property maintenance notice dated January 23rd, 2024, which cites three 2 3 property maintenance violations with respect to, I believe Unit 1250 in the 4 5 property. And I'm going to go in backwards 6 7 order here. The first has to do with roof 8 maintenance or damage. It says property 9 maintenance under Section 304.7 of the 10 Code. The roof and flashing shall be 11 sound, tight, and not have any defects that 12 admit rain. Roof drainage shall be 13 adequate to prevent dampness or 14 deterioration of walls or interior portion 15 of the structure. Gutters and downspouts shall be maintained in good repair and free 16 17 of obstructions. The violation order or the order 18 19 of corrections cited states that repair or 20 replace roofing materials above Apartment 21 1250, east master bedroom compliance stage 2.2 two weeks later on February 6th, 2024. 23 Above that, Section 305.3 of the 24 Code of property maintenance, all 25 structures, which are all -- all interior

surfaces, including windows and doors, 1 shall be maintained in good, clean and 2 3 sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other 4 5 defective surfaces or conditions shall be corrected. 6 7 The maintenance order states 8 replace all water damaged drywall and 9 ceilings and walls in Apartment 1250 east 10 master bedroom. Compliance date again is 11 February 6th, 2024. 12 Finally, Section 605.1, property 13 maintenance. All electrical equipment, 14 wiring and appliances shall be properly 15 installed and maintained in a safe and 16 approved manner. 17 And the Property Violation Notice 18 says missing electrical faceplate on master 19 bedroom wall receptacle in Apartment 1250 20 East -- I guess it means replace that -- as 21 of a compliance date of February 6th, 2024. 2.2 Was that done, the receptacle? 23 MS. HARTMAN: I -- I don't know. 24 MR. O'BRIEN: Okay. So, with 25 respect to the -- for the last of the

three, fixing the roof and flashing, again, we would submit that under Section No. 7 of the Code that's requiring repair of the roof above, the top floor of the building, in the wintertime at the Shoregate Towers and requiring that to be done within two weeks is unreasonable, so we would ask again, that this Board find that that timeframe is unreasonable under the circumstances.

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Also, with respect to the second violation, that since you can't fix the drywall problems until the roof has been fixed, that that's also an unreasonable timeframe. And again, we would ask for an extension of time to fix those two issues. I don't know whether or not the faceplate on the one receptacle in Apartment 1250 that's been replaced around at this point in time, but that is a di minimis issue, which quite frankly is beyond the scope of the Property Maintenance Code.

So, we're talking about electrical systems. We talking about one plastic faceplate that may or may not be required

	Item #2.
1	to be replaced. Our contention will be
2	that that is not contemplated by the Code
3	and that should be disregarded entirely.
4	So, my client has contracted with
5	a company to fix the roof above Apartment
6	1250, but they're not able to do so at this
7	point in time because of weather issues.
8	We do have and we're going to
9	mark this as Exhibit A for the Board, and
10	I've got more copies, but my client has
11	contracted with Turn Key Property
12	Solutions. We have a invoice dated
13	February 5th, 2024 when the repairs of the
14	roof will be made, but to this point in
15	time, those repairs have not been made
16	because they have not been able to because
17	of the weather concerns to get up there and
18	fix the problems.
19	So, my client will do so, and I
20	believe Step and I believe Stephanie,
21	they're going to be out when?
22	MS. HARTMAN: Monday morning.
23	MR. O'BRIEN: Monday morning,
24	weather prevailing, right?
25	MS. HARTMAN: Yes.

	Item #2.
1	MR. O'BRIEN: Okay.
2	Have not been able to do so at
3	this point in time, correct?
4	MS. HARTMAN: Correct. Due to the
5	chemicals that they use to fix the roof, it
6	has to be a certain temperature.
7	MR. O'BRIEN: And it's been too
8	cold so far to be able to fix the problem.
9	So, they can't do it if it's too
10	cold?
11	MS. HARTMAN: Rain, snow, and the
12	chemical [unintelligible]
13	BZA MEMBER: Okay.
14	MR. YARLETTS: So, Mr. O'Brien,
15	quick question.
16	MR. O'BRIEN: Yes.
17	MR. YARLETTS: Has there been any
18	attempt as to a temporary fix, tarp put
19	over? I mean, if I was living in Apartment
20	1250, I don't
21	MR. O'BRIEN: Yeah.
22	MR. YARLETTS: wouldn't
23	appreciate water coming in.
24	MR. O'BRIEN: Do you know how
25	do you know what the extent of the problem

	Item #2.
1	is?
2	MS. HARTMAN: I do not know the
3	extent of it.
4	MR. O'BRIEN: Okay. I believe Mr.
5	Brennan has pictures. They are, I believe
6	small holes in plaster in the ceiling,
7	they're not I don't believe water is,
8	you know, running through in channels like
9	a river into the apartment. I think it's a
10	small issue.
11	And for the record, my client is
12	more than happy to allow tenants to move.
13	MS. HARTMAN: I did offer them the
14	chance to move and they denied that.
15	MR. O'BRIEN: So yeah, prop
16	people, I mean the 12th floor is a nice
17	place because there's nice views
18	FEMALE SPEAKER: [Unintelligible].
19	MR. O'BRIEN: yeah, so, a lot
20	of people like it. If they if people
21	want to move or if they want to, you know,
22	get a different apartment because of the
23	problem, Shoregate Towers company allows
24	that, but if they don't want to leave
25	because they don't think it's that big of a

problem and it's going to be fixed, you know, they allow you to stay.

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But the point here, again -- and I don't want to belabor the issue, but the point is that when you have wintertime in Cleveland, Ohio, you know, you can't expect a -- first of all, my client to be able to get a roofing company and then be able to go upstairs, get on top of a building, and fix it when it's cold outside. So, we just ask once again that the Board allow additional time or state that the two weeks that were permitted are unreasonable under the Code to allow such repair, but there has been a contract that has been established for the company and as soon as weather permits, they'll be up there fixing this roof to make sure that there are no more leaks in this apartment, and once that is done, all the drywall will be repaired immediately.

Do you have anything you want to say?

MS. HARTMAN: I do. So, the only reason why they even called the City for an

Item #2. inspection was they never called me and 1 told me that the leak was there or anything 2 because they owe me over \$6,000. So, when 3 4 someone owes me that much money, they avoid 5 me. They don't want to see me in the parking lot. So, they do everything to 6 7 stay away from me. So, the only reason why 8 they -- they called was because I put a 9 Three Day Notice. So --10 MR. O'BRIEN: Who is the tenant? 11 MS. HARTMAN: Jessica Burton and 12 Mandale Thurman. 13 MR. O'BREIN: Okay. They're being 14 evicted too, correct? 15 MS. HARTMAN: Correct. MR. O'BRIEN: I'm not sure if 16 17 we've gotten the date back on that one, but 18 _ _ 19 MS. HARTMAN: They called the day 20 that I put the Three Day Notice on. 21 MR. O'BRIEN: But I don't think 2.2 they -- they're not on the 23rd. I'm sure 23 we got -- we have one eviction date on the 24 23rd of the court, we have another on the 25 fourth, and I haven't finished --

Item #2. MS. HARTMAN: I haven't even --1 MR. O'BRIEN: I haven't finished 2 3 looking at the ones that I got from the 4 court date, they sent me emails, so I 5 haven't got all the emails for the fourth yet. I anticipate that eviction will take 6 7 place on the fourth. 8 MR. KOUDELA: All right. Any 9 questions? 10 BZA MEMBER: I have a number of 11 them. So, Sean, you entered the building 12 on 1/23; is that correct? 13 MR. BRENNAN: Mr. Chairman? 14 MR. KOUDELA: Yes, Mr. Brennan. 15 MR. BRENNAN: Actually, I do have 16 some paperwork in regards to that from a 17 Tenant Complaint Form and I do have some 18 better pictures, so --19 MR. KOUDELA: I would like to see 20 those, please. 21 MR. BRENNAN: Yeah. If you could 2.2 just pass those down there. 23 MR. KOUDELA: Thank you. 24 MR. BRENNAN: If you have an extra 25 one we'll give it to...

	Item #2.
1	So, I received a complaint from
2	the tenant on 1/23. This is his complaint
3	form that he filled out to me. I think it
4	is reasonable time on there for these
5	repairs to be done.
6	If you read his complaint, it's
7	been the second time. And after I did go
8	to this apartment, I kind of remember Mr.
9	Thurman in the elevator with myself and
10	Justin Clay. This was back, I want to say
11	it's either in August or September of last
12	year. I believe Mr. O'Brien was in there
13	too, in the elevator, and he showed us some
14	pictures of his apartment.
15	So, this is the same apartment.
16	And you'll see in those pictures there that
17	I did take those better pictures toward
18	there it's toward the end I put them in
19	color. There was a lot of leaks. You can
20	see that the bedroom ceiling drywall,
21	obviously there was water when we went in
22	there and made that inspection. On the
23	carpet, you can see on the walls you've
24	got some black stuff going on in the walls
25	in the corner of the bedroom.

1	Item #2
1	Same thing, you can see where
2	waters coming in on these on the bedroom
3	walls.
4	It's a couple areas, a few areas
5	throughout that rear bedroom, and also
6	electrical cover plate that is missing on
7	that receptacle. It is a safety hazard.
8	BZA MEMBER: So, the complaint
9	date is $1/23$, which I think was a Tuesday.
10	So is that the is that the day that
11	so the date of the complaint was the date
12	that the notice was filed, so that was the
13	date I'm sorry, that was the day you did
14	or did not enter?
15	MR. BRENNAN: It was on 1/23
16	BZA MEMBER: Okay.
17	MR. BRENNAN: I entered that
18	apartment. I also wrote the notice on
19	1/23.
20	BZA MEMBER: Okay.
21	MR. KOUDELA: All right. Mr.
22	Brennan I'm sorry.
23	BZA MEMBER: No, go ahead.
24	MR. KOUDELA: The drywall
25	repair I'm referring to the picture of

	Item #2.
1	the electrical outlet
2	MR. BRENNAN: Yeah.
3	MR. KOUDELA: the vertical
4	repair, is that near the water damage? And
5	whereabouts is that in correlation to the
6	drywall work that needed to be done and the
7	water damage; do you remember?
8	MR. BRENNAN: This area's all
9	over, you know, the wall in there.
10	MR. KOUDELA: Okay.
11	MR. BRENNAN: The one with the
12	electrical I want to say probably the third
13	picture back was kind of like in that area
14	there.
15	MR. KOUDELA: Okay.
16	BZA MEMBER: So, notice date was
17	1/23. And what was the first date that
18	someone was called to come look at the
19	roof?
20	MR. O'BRIEN: Do you know?
21	MS. HARTMAN: I do not know.
22	MR. O'BRIEN: Okay.
23	BZA MEMBER: So
24	MR. O'BRIEN: Did Mr. Brennan give
25	you this to see did he give you this

	Item #2.
1	personally?
2	MS. HARTMAN: He did.
3	MR. O'BRIEN: Okay. And that was
4	on the 23rd?
5	MS. HARTMAN: Correct.
6	MR. O'BRIEN: Okay. Did he give
7	you these pictures as well on that date?
8	MS. HARTMAN: Correct.
9	MR. O'BRIEN: Okay. And when did
10	you did you have Justin go upstairs and
11	look at this?
12	MS. HARTMAN: Immediately.
13	MR. O'BRIEN: Okay. And why did
14	you hire the roofing company?
15	MS. HARTMAN: To fix the issues.
16	MR. O'BRIEN: Okay. Typically,
17	how long does it take to hire a roofing
18	company to fix issues like that?
19	MS. HARTMAN: It really depends
20	because they a lot of roofing companies
21	will not take on such a small job because
22	it's not that big of a job, so they don't
23	want to take on such a small job on a 12
24	story apartment community in the winter.
25	BZA MEMBER: Okay. So again, we

	Item #2.
1	don't know when you first called?
2	MS. HARTMAN: I do not know.
3	BZA MEMBER: Okay. How many
4	companies did you call before you settled
5	on Turn Key?
6	MS. HARTMAN: It actually wasn't
7	me that called, it was Alexis.
8	BZA MEMBER: Who's Alexis?
9	MR. O'BRIEN: Alexis Lyons is the
10	regional manager that oversees not only
11	this property, but other properties that
12	are affiliated with Shortgate Towers. The
13	companies that are involved here are
14	Shoregate Towers, they have a complex
15	called Addis View, which is a brand new
16	apartment complex in the City of Cleveland
17	at East 90th and Chester. They also own a
18	company called I mean an apartment
19	complex called Midtown Building, which is a
20	recently rehabilitated building that was
21	gutted and rehabbed at 3101 Euclid Avenue.
22	They also own properties they have a
23	property that's about to be rehabbed
24	gutted and rehabbed on Lakeshore Boulevard
25	in the City of Cleveland near Bratenahl,

	Item #2.
1	but Alexis oversees sort of all of those
2	endeavors.
3	BZA MEMBER: So, Alexis hired Turn
4	Key?
5	MS. HARTMAN: Correct.
6	BZA MEMBER: We don't know when
7	Alexis contacted them?
8	MS. HARTMAN: I do not.
9	BZA MEMBER: We don't know who
10	else Alexis contacted?
11	MS. HARTMAN: I do not.
12	BZA MEMBER: So we don't know if
13	we asked any roofing companies for
14	temporary repairs and a contract to
15	complete repairs or anything like that?
16	MS. HARTMAN: I do not.
17	BZA MEMBER: In my experience,
18	most roofing companies will come and either
19	temporary patch or tarp, as Mr. Yarletts
20	said, in anticipation of doing the work.
21	We talked about weather, I know
22	we've had quite a stretch of better
23	weather. So, are we looking for better
24	weather than we've had these last two
25	weeks?

	Item #2.
1	MS. HARTMAN: I only know what I
2	know, and this is all I've know because
3	Alexis has been dealing with the roofing of
4	this apartment.
5	BZA MEMBER: And no one has gone
6	into the apartment to I understand that
7	it's still leaking, but there are
8	preventative measures we can take inside,
9	cut out mold, put a trap that will come
10	from the ceiling, plastic trap down into a
11	bucket, anything to eliminate? So, no
12	attempt has been made to remediate any
13	mold, mildew, falling paint, all of the
14	things that are pictured in Mr. Brennan's
15	pictures?
16	MS. HARTMAN: Again, Alexis has
17	been dealing with that part of the
18	apartment, so
19	BZA MEMBER: So, we don't have any
20	information on any attempts of anything
21	that we have done to remediate the
22	situation other than we know that Turn Key
23	has an invoice dated nine days ago to do
24	the work.
25	MS. HARTMAN: That's just as much

	Item #2.
1	as I know.
2	BZA MEMBER: Okay.
3	MR. KOUDELA: Okay. Any other
4	questions?
5	Okay. So, Mr. O'Brien, what are
6	you asking for? How many days? Do you
7	want to put a date on it? Like the last
8	one?
9	MR. O'BRIEN: What
10	MR. KOUDELA: Sure, go ahead.
11	MR. O'BRIEN: we're doing is we
12	can put the same date on it. It's February
13	in Cleveland, Ohio, I believe we are coming
14	up on a stretch of cold weather right now.
15	As it is snowing today, and I believe it's
16	supposed to be below freezing coming up
17	this weekend, I would anticipate though,
18	even the weather in Cleveland, there should
19	be a day in the next in the next let's
20	say four weeks that this should be able to
21	be fixed.
22	So, I would ask for an extension
23	to the middle of March; let's say March
24	15th to complete this repair.
25	BZA MEMBER: And again, so I'm

	Item #2.
1	sorry, I want to confirm you are asking for
2	an extension until March 31st with no
3	attempt to temporary repairs in the
4	meantime?
5	MR. O'BRIEN: They will they
6	will do whatever I think we can have
7	we can have Justin or another crew go up
8	there and take a look inside the apartment.
9	Again, it's not my understanding that this
10	is water pouring into the unit, these are
11	
12	BZA MEMBER: Right.
13	MR. O'BRIEN: We can go up there
14	and see what can be done, we can offer to
15	have these tenants relocated or
16	BZA MEMBER: A reasonable time to
17	relocate someone for roofing repair that
18	is I mean, based on these pictures, it's
19	not recent, right? This is not a recent
20	issue that we would want to move someone
21	for
22	MR. O'BRIEN: And it's not an
23	issue that my client had any knowledge of
24	until Mr. Brennan filed this Violation
25	Notice at the end of January.

	Item #2.
1	MR. KOUDELA: Mr sorry.
2	BZA MEMBER: No, I'm good. I'm
3	good.
4	MR. KOUDELA: Mr. Brennan, you,
5	you mentioned August in an elevator?
6	MR. BRENNAN: Yes.
7	MR. KOUDELA: What was that in
8	regards to? Was that the initial complaint
9	that you heard about this event?
10	MR. BRENNAN: Yes, from the
11	tenant.
12	MR. KOUDELA: Okay. So, that was
13	the initial complaint, and, to the best of
14	your knowledge, Shoregate Towers knew about
15	the leaking and the issues in Unit 1250?
16	MR. BRENNAN: Correct.
17	MR. KOUDELA: Okay.
18	MR. O'BRIEN: You said I was
19	present?
20	MR. BRENNAN: Yes, you were.
21	MR. O'BRIEN: I don't recall the
22	conversation, but that's okay
23	MR. BRENNAN: Nope
24	MR. O'BRIEN: I've got other
25	things on my mind

1	
	Item #2.
1	MR. BRENNAN: no, that's okay.
2	MR. O'BRIEN: Yeah.
3	MR. BRENNAN: It was the day that
4	we were doing
5	MR. O'BRIEN: I remember being
6	there with you.
7	MR. BRENNAN: What's that?
8	MR. O'BRIEN: I remember being
9	there with you and Justin
10	MR. BRENNAN: Yes, in the
11	elevator.
12	MR. O'BRIEN: but I don't
13	recall I don't recall anybody saying
14	that they had a problem with the ceiling in
15	their unit.
16	MR. BRENNAN: Danny pulled out his
17	phone and showed you pictures.
18	MR. O'BRIEN: Okay. Yeah.
19	BZA MEMBER: Okay.
20	MR. O'BRIEN: It's not the only
21	time I [unintelligible] people.
22	MS. LANGRAF: Mr. Hill.
23	MR. HILL: Was there any attempt
24	last week you said you were waiting for
25	a nice day in the winter. Was there any

	Item #2.
1	attempt to get them to come out on either
2	of the 55 degree days last week so they
3	could come out?
4	MS. HARTMAN: So, the gentleman's
5	name is Jesse that works for the company
6	and he came out and he checked to like,
7	the spots to see, obviously, so he can give
8	us the grand total of what it would be.
9	So, that's when he gave us this and said
10	what day he would be able to come out.
11	MR. HILL: And he didn't cover it?
12	I mean, you guys were hiring him, I guess,
13	so, he didn't try covering it, trying to
14	MS. HARTMAN: That's as far as I
15	know, I am so sorry.
16	MR. HILL: secure the area.
17	MR. KOUDELA: But he was able to
18	gain access to the roof?
19	MS. HARTMAN: Justin gave him
20	access to the roof.
21	MR. KOUDELA: So, Justin can gain
22	access to that one?
23	MS. HARTMAN: I don't know if he
24	went in the unit, I just know that he was
25	able to go up to the roof.

Item #2. 1 MR. KOUDELA: Okay. MR. O'BRIEN: You don't know if 2 3 he's a salesman or a repairman, do you? 4 MS. HARTMAN: Jesse? 5 MR. O'BRIEN: Yeah. 6 MS. HARTMAN: He is a repairman. 7 MR. O'BRIEN: Okay. All right. 8 MR. KOUDELA: Anything else? 9 Okay. So Ms. Langraf, is this the 10 same --11 MS. LANGRAF: Hold on a second. 12 Do you have anything else to add? 13 MR. O'BRIEN: No. I said my --14 essentially my same arguments would be the 15 same for the two motions. 16 MS. LANGRAF: Okay. So, you are 17 asking for a general appeal of all of the 18 cited violations, right? 19 MR. O'BRIEN: Yeah. So, the first 20 motion would be that -- that all the -- the 21 violation notices are --2.2 MS. LANGRAF: Just a general 23 appeal that --24 MR. O'BRIEN: -- a general appeal 25 saying that they are not consistent with

	Item #2.
1	the Code -
2	MS. LANGRAF: Okay.
3	MR. O'BRIEN: and therefore
4	they should be disregarded by this Board
5	MS. LANGRAF: And then the
6	MR. O'BRIEN: there should be
7	an additional amount of time to make the
8	repairs until March 15th, because the
9	amount of time on the circumstances is
10	unreasonable. So, we're asking for March
11	15th to complete these repairs, fix
12	everything within his suite.
13	MS. LANGRAF: Okay.
14	MR. KOUDELA: And actually, Ms.
15	Langraf, did Mr. O'Brien, I thought you
16	said that number one, the missing
17	electrical outlet wasn't a big deal
18	MR. O'BRIEN: I believe that's the
19	
20	MR. KOUDELA: You weren't here for
21	that, that was your first statement.
22	MR. O'BRIEN: I believe that was a
23	maintenance issue, but that's covered in
24	the first part of the [unintelligible].
25	MS. LANGRAF: It would be covered

	Item #2.
1	in the extension as well, is that what
2	you're asking for as well?
3	MR. O'BRIEN: It can be fixed
4	tomorrow. I mean, if it's not it'll be
5	fixed.
6	MS. LANGRAF: All right. So, it's
7	going to be a general appeal of all of the
8	Property Maintenance Code violations
9	referenced in January 21st, 2024 citation,
10	so, you'll vote on that.
11	And then the second motion would
12	be for an appeal on the Applicant's request
13	for an extension of time.
14	MR. KOUDELA: To March 15th,
15	correct?
16	MS. LANGRAF: To March 15th to
17	repair the stated violations.
18	BZA MEMBER: Is this going to be
19	five motions?
20	MS. LANGRAF: Two motions.
21	BZA MEMBER: One motion for
22	general appeal of all three
23	MS. LANGRAF: Just one second.
24	It's one Property Maintenance Notice, and
25	the first is going to be an appeal just

	Item #2.
1	generally that that the Applicant
2	believes the Property Maintenance Code is
3	not appropriately applied and there's a
4	violation, and then secondly, that they
5	want to extension of time.
6	BZA MEMBER: Got it.
7	MR. KOUDELA: Okay. Would
8	somebody like to make a motion in Case
9	Number 24-2?
10	BZA MEMBER: Mr. Chairman? I'd
11	like to make a motion in Case 24-2. This
12	is Shoregate Towers, NS, LLC, Lemma
13	Getachew and Guenet Indale 30901 Lakeshore
14	Boulevard, seeking to grant an appeal of
15	again the aforementioned, Shoregate Towers
16	NS, LLC, Lemma Getachew and Guenet Indale,
17	for the violation dated 1/23/24 in
18	Apartment 1250 of the East Building
19	according to Property Code 605.1, 305.3,
20	and 304.7.
21	MR. KOUDELA: Okay. Thank you.
22	Can I get a second, please?
23	MS. CLARKE: I second.
24	MR. KOUDELA: Ms. Clark, thank
25	you.

	Item #2.
1	Roll call?
2	MADAM SECRETARY: Mr. Koudela?
3	MR. KOUDELA: No.
4	MADAM SECRETARY: Mr. Flaisig?
5	MR. FLAISIG: No.
6	MADAM SECRETARY: Mr. Yarletts?
7	MR. YARLETTS: No.
8	MADAM SECRETARY: Mr. Hill?
9	MR. HILL: No.
10	MADAM SECRETARY: Ms. Clarke?
11	MS. CLARKE: No.
12	MR. KOUDELA: Okay. Can I get a
13	does someone want to make a motion for
14	the second extension of March 15th, please?
15	BZA MEMBER: Mr. Chairman, I'd
16	like to make a motion in Case 24-2
17	Shoregate Towers NS, LLC, Lemma Getachew
18	and Guenet Indale at 30901 Lakeshore
19	Boulevard, seeking an seeking to grant
20	an appeal of, again, Shoregate Towers, NS,
21	LLC, Lemma Getachew and Guenet Indale to
22	the violation dated $1/23/24$. This is for
23	Apartment 1250 East Building with Property
24	Management Code 605.1, 305.3, 304.7,
25	seeking to extend the compliance date to

	Item #2.
1	March 15th of 2024.
2	MR. KOUDELA: Okay. Thank you.
3	Can I get a second?
4	MR. YARLETTS: I'll second.
5	MR. KOUDELA: Thank you, Mr.
6	Yarletts.
7	And roll call.
8	MADAM SECRETARY: Mr. Koudela?
9	MR. KOUDELA: No.
10	MADAM SECRETARY: Mr. Flaisig?
11	MR. FLAISIG: No.
12	MADAM SECRETARY: Mr. Yarletts?
13	MR. YARLETTS: No.
14	MADAM SECRETARY: Mr. Hill?
15	MR. HILL: No.
16	MADAM SECRETARY: Ms. Clarke?
17	MS. CLARKE: No.
18	MR. KOUDELA: Okay. Mr. O'Brien
19	Board of Zoning Appeals is going to
20	recommend that at the next council meeting
21	to deny both of your appeals for 24-2.
22	MR. O'BRIEN: Okay.
23	MR. KOUDELA: I'd recommend you go
24	that council meeting as well, all right?
25	MR. O'BRIEN: And we we'll get

	Item #2.
1	notice of this today?
2	MS. LANGRAF: A written notice of
3	the meeting?
4	MR. O'BRIEN: Of this of a
5	written notice of the Board
6	MS. LANGRAF: A what?
7	MR. O'BRIEN: We'll receive a
8	written notice of this Board.
9	MS. LANGRAF: A written notice of
10	this Board of what?
11	MR. O'BRIEN: About the issues of
12	[unintelligible].
13	MS. LANGRAF: He's going to type
14	them up.
15	MR. O'BRIEN: Yeah. And it'll be
16	mailed to me?
17	MS. LANGRAF: Sure.
18	MR. O'BRIEN: Or emailed to me?
19	MS. LANGRAF: Sure.
20	MR. O'BRIEN: Thanks. All right.
21	Thank you.
22	MR. KOUDELA: All right. Thank
23	you.
24	Okay. Any old business we need to
25	discuss?

	Item #2.
1	BZA MEMBER: No.
2	MR. KOUDELA: Any new business?
3	All right. Someone want to make a
4	motion to adjourn?
5	MR. YARLETTS: Mr. Chairman, I'd
6	like to make a motion to adjourn.
7	MR. KOUDELA: Can I get a second?
8	MR. HILL: Second.
9	MR. KOUDELA: Thank you, Mr. Hill.
10	Roll call.
11	MADAM SECRETARY: Mr. Koudela?
12	MR. KOUDELA: Aye.
13	MADAM SECRETARY: Mr. Flaisig?
14	MR. FLAISIG: Aye.
15	MADAM SECRETARY: Mr. Yarletts?
16	MR. YARLETTS: Aye.
17	MADAM SECRETARY: Mr. Hill?
18	MR. HILL: Aye.
19	MADAM SECRETARY: Ms. Clarke?
20	MS. CLARKE: Aye.
21	MR. KOUDELA: Okay. Meeting
22	adjourned at 8:46. Thank you.
23	
24	
25	

	Item #2.
1	
2	
3	<u>CERTIFICATE</u>
4	
5	I, Brian Kuebler, a Notary Public within
6	and for the State of Ohio, do hereby certify that
7	I attended the foregoing meeting in its entirety,
8	that I wrote the same in stenotypy, and that this
9	is a true and correct transcript of my
10	computer-aided notes.
11	IN WITNESS WHEREOF, I have hereunto set my
12	hand and seal of office, at Cleveland, Ohio, this
13	<u>11</u> day of MARCH A.D. 2024.
14	
15	
16	<i>Brian Kuebler -</i> Electronic Signature
17	Brian Kuebler, Notary Public, State of Ohio
18	My commission expires June 12, 2027
19	
20	
21	
22	
23	
24	
25	

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		1	1	MS. CLARKE: Second. Item #2.
1			2	MR. KOUDELA: Thank you, Mr. Hill.
2	WILLOWICK BOAF	RD OF ZONING APPEALS	3	Roll call, please.
3			4	MADAM SECRETARY: Mr. Koudela?
4			-	
5			5	MR. KOUDELA: Aye.
6			6	MADAM SECRETARY: Mr. Flaisig?
7		WEDNESDAY, FEBRUARY 14, 2024,	7	MR. FLAISIG: Aye.
8	COM	IMENCING AT 7:30 P.M.	8	MADAM SECRETARY: Mr. Yarletts?
9 10			9	MR. YARLETTS: Aye.
10	BOARD MEMBERS:	NICK KOUDELA	10	MADAM SECRETARY: Mr. Hill?
12	DOMAD MEMBERG.	RICH HILL TOM FLAISIG	11	MR. HILL: Aye.
13		PHIL YARLETTS DEBBIE CLARKE	12	MADAM SECRETARY: And, Ms. Clarke
14			13	MS. CLARKE: Aye.
15	ALSO PRESENT:	STEPHANIE LANGRAF, ESQ.	14	MR. KOUDELA: Okay. Before us
16	MADAM SECRETARY:	CHRISTINE MORGAN	15	tonight we have two cases. If I can have
17			16	anybody that's here for or against, I'd
18	TRANSCRIBED BY:	BRIAN KUEBLER	17	like to swear you in. If you can raise
19			18	
20			_	your right hand please, anyone who's going
21			19	to be speaking here today.
22			20	MR. O'BRIEN: My name's Mark
23			21	O'Brien with me here today
24			22	MR. KOUDELA: Can you just please
25			23	raise your right hand? Do you, do you
			24	swear to tell the truth during these
			25	proceedings here today?
		2		4
1	MR. KOU	JDELA: Let's stand and do	1	MR. O'BRIEN: Yes.
2	the pledge, plea	ise.	2	MS. HARTMAN: Stephanie Hartman.
3			3	I swear to tell the truth.
4 (Tł	nereupon, the Pledg	e of Allegiance was recited	4	MR. KOUDELA: Okay. Thank you.
5 by	all.)		5	MS. LANGRAF: Also, if the Housing
6			6	Inspector's going to testify at one time,
7	MR. KO	JDELA: Okay. Can we get a	7	why don't we just swear him in too.
8	roll call, please.		8	MR. BRENNAN: I swear to tell the
9		SECRETARY: Mr. Koudela?	9	truth.
10		JDELA: Here.	10	MR. KOUDELA: Swear to tell the
11		SECRETARY: Mr. Flaisig?	11	truth during these proceedings here today?
12		ISIG: Here.	12	MR. BRENNAN: Yes.
13		SECRETARY: Mr. Yarletts?	13	MR. KOUDELA: Thank you. Okay.
14		RLETTS: Aye. Here.	14	Case No. 24-1 is an appeal of Shoregate
15		SECRETARY: Mr. Hill?	15	Towers.
16		L: Here.	16	If you could state your name and
17	MADAM	SECRETARY: And Ms. Clarke?	17	address for the record, please.
18		JDELA: Okay. Thank you.	18	MR. O'BRIEN: Hi, my name is Mark
				() UD winners There at the sum as a state based for the state of the terms of the state of the s
19	Somebody make	e a motion to approve the	19	O'Brien. I'm attorney at law in the State
20	Somebody mak December 13th	e a motion to approve the meeting minutes, please.	20	of Ohio. My address is 12434 Cedar Road,
20 21	Somebody mak December 13th MR. YAF	e a motion to approve the meeting minutes, please. RLETTS: Mr. Chairman, I	20 21	of Ohio. My address is 12434 Cedar Road, Suite 11, Cleveland Heights, Ohio 44106.
20	Somebody mak December 13th MR. YAF	e a motion to approve the meeting minutes, please.	20	of Ohio. My address is 12434 Cedar Road,
20 21	Somebody mak December 13th MR. YAF would like to ma	e a motion to approve the meeting minutes, please. RLETTS: Mr. Chairman, I	20 21	of Ohio. My address is 12434 Cedar Road, Suite 11, Cleveland Heights, Ohio 44106.
20 21 22	Somebody mak December 13th MR. YAF would like to ma the December 1	e a motion to approve the meeting minutes, please. RLETTS: Mr. Chairman, I ake a motion that we approve	20 21 22	of Ohio. My address is 12434 Cedar Road, Suite 11, Cleveland Heights, Ohio 44106. And I'm the attorney on behalf of Lemma

	5		
1	MR. O'BRIEN: Okay.	1	Property Maintenance Code. Item #2.
2	BZA MEMBER: So, first one	2	My client's representative who is
3	first one we're going to discuss is Case	3	here to testify with me today will state
4	No. 24-1. This is in regards to a	4	that they attempted to ameliorate the
5	maintenance violation dated 1/24/24,	5	problem, but they were unable to do so
6	Apartment 850 East Building.	6	because they could not gain admittance to
7	If you could just kind of state	7	the property.
8	your reasoning what we're here for today.	8	That when they went with their
9	MR. O'BRIEN: So, we are here	9	with the property's pest control company,
10	today because Mr. Brennan filed or	10	that they attempted to gain entry and the
11	served upon our clients a Notice of	11	the tenant who lived there would not
12	Violations titled a Property Maintenance	12	allow them entry.
13	Notice with respect to the International	13	They tried to key in and the
14	Property Maintenance Code Section 309.1 in	14	tenant who was there in the apartment had
15	which it states all structures shall be	15	barred the chain on the door. They had
16	kept free from insect and rodent	16	prevented them from any entrance. They
17	infestation. All structures in which	17	would not let them in and would not let
18	insect or rodents are found shall be	18	them provide treatment for the infestation.
19	promptly exterminated by approved process	19	With me today is Stephanie
20	that will not be injurious to human health.	20	Hartman.
21	Mr. Brennan then ordered in his	21	Stephanie, can you step up to the
22	violation notice that the tenant that	22	podium.
23	the property owner shall properly	23	MS. HARTMAN: Yes. Hello.
24	exterminate all insects and roaches	24	MR. KOUDELA: Can you say your
25	throughout Apartment No. 850 East Building	25	name and address for the record, please.
	6		8
1	and submit copies of reports and invoices,	1	MS. HARTMAN: Do you want my home
2	his compliance date, as stated in the	2	address?
3	notice, was January 29th or a five-day	3	MR. O'BRIEN: Just Shoregate
4	thereafter. My client contends that, first	4	Towers.
5	of all, that such compliance date is not	5	MR. KOUDELA: Just Shoregate
6	possible, that it's unreasonable under the	6	Towers is fine.
7 8	Property Maintenance Code to request that	7 8	MS. HARTMAN: Stephanie Hartman,
8 9	somebody exterminate any insects or they're filed with the code within such time.	9	30901, Lakeshore Boulevard, Willowick, Ohio 44095.
9 10	Section 107 of the Code	10	MS. CLARKE: And what's your
11	specifically states that any notice that's	11	affiliation with Shoregate Towers?
12	given by the building official shall	12	MS. HARTMAN: I'm the property
13	require not only that it be in writing,	13	manager.
14	provide a description of real estate,	14	
		15	
15	include statement of violation, and why the	10	EXAMINATION OF STEPHANIE HARTMAN
15 16	include statement of violation, and why the notice is being issued, and also include a		EXAMINATION OF STEPHANIE HARTMAN BY MR. O'BRIEN:
15 16 17	notice is being issued, and also include a	16	BY MR. O'BRIEN:
16 17	notice is being issued, and also include a correction order, allowing a reasonable	16	
16	notice is being issued, and also include a correction order, allowing a reasonable time to make repairs and improvements	16 17 Q 18	BY MR. O'BRIEN: . And how long have you been the property manager
16 17 18	notice is being issued, and also include a correction order, allowing a reasonable	16 17 Q 18 19 A	BY MR. O'BRIEN: And how long have you been the property manager for Shoregate?
16 17 18 19	notice is being issued, and also include a correction order, allowing a reasonable time to make repairs and improvements required to bring the dwelling, unit, or	16 17 Q 18 19 A 20 Q	BY MR. O'BRIEN:And how long have you been the property manager for Shoregate?August of 2023.
16 17 18 19 20	notice is being issued, and also include a correction order, allowing a reasonable time to make repairs and improvements required to bring the dwelling, unit, or structure into compliance with provision to	16 17 Q 18 19 A 20 Q 21 A	 <u>BY MR. O'BRIEN</u>: And how long have you been the property manager for Shoregate? August of 2023. And you're the onsite property manager, right?
16 17 18 19 20 21	notice is being issued, and also include a correction order, allowing a reasonable time to make repairs and improvements required to bring the dwelling, unit, or structure into compliance with provision to the Code.	16 17 Q 18 19 A 20 Q 21 A	 BY MR. O'BRIEN: And how long have you been the property manager for Shoregate? August of 2023. And you're the onsite property manager, right? Yes, correct.
16 17 18 19 20 21 22	notice is being issued, and also include a correction order, allowing a reasonable time to make repairs and improvements required to bring the dwelling, unit, or structure into compliance with provision to the Code. It is our contention that allowing	16 17 Q 18 19 A 20 Q 21 A 22 Q	 BY MR. O'BRIEN: And how long have you been the property manager for Shoregate? August of 2023. And you're the onsite property manager, right? Yes, correct. What are your duties as the onsite property manager?

		9		_	Okay
1		property"?	1		Okay.
2	Α.	I have to look over all every little aspect of	2		so, they were in the unit.
3		it. Leasing, making sure my maintenance guys are	3	Q.	
4		doing what they're supposed to be doing, making	4		I did.
5		sure this company is doing what they're supposed	5		Okay. So why were you there with him?
6	_	to be doing, which is the pest control.	6	Α.	To prove that they refused anybody to go into the
7	Q.	Okay. And did you receive the Property	7	_	unit.
8		Maintenance Violation Notice that we're on here	8	Q.	, , , , , , ,
9		today? I'll show you a copy of it. It's a	9		security lock bar from the inside?
10		Property Maintenance Violation Notice dated	10		Yes.
11		January 24th, 2024.	11	Q.	Okay. And so, you knocked, announced yourselves,
12		Are you familiar with this notice?	12		they would not let you in?
13		Yes.	13		Correct.
14	Q.	Okay. And this is a notice which is attached,	14		And this is what day?
15		Exhibit B, to our Notice of Appeal; is that	15	Α.	Is it okay if I look on my phone to see what it
16		correct?	16		is?
17		Correct.	17		Yes.
18		Okay. Do you remember this notice?	18	Α.	Okay. I believe I sent it to you the exact same
19	Α.	I do.	19		day. This was January 26th at 2:34 P.M.
20	Q.	, , , , ,	20	Q.	Okay. So, that's two days after you got the
21		notice?	21		notice, right?
22	Α.	I went with the pest control company to the unit.	22		Correct.
23		And I videoed to make sure, because he said he	23	Q.	And Sean, you referred to Sean, he's the
24		could not gain entry, so I said, I'm going to go	24		gentleman in the video who looked do you know
25		with you because I have to make sure that I can	25		his last name?
		10			12
1		prove it. And I videoed the fact that they would	1		I don't.
2		prove it. And I videoed the fact that they would not allow him in. He tried to key in and they	2	Q.	I don't. Sean Ford, does that sound familiar?
2 3		prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so	2 3	Q. A.	I don't. Sean Ford, does that sound familiar? Yes.
2 3 4	Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for	2 3 4	Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom?
2 3 4 5		prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first.	2 3 4 5	Q. A. Q. A.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic]
2 3 4 5 6	A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay.	2 3 4 5 6	Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control.
2 3 4 5 6 7	A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front	2 3 4 5 6 7	Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich.
2 3 4 5 6 7 8	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do.	2 3 4 5 6 7 8	Q. A. Q. A. Q. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil.
2 3 4 5 6 7 8 9	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video?	2 3 4 5 6 7 8 9	Q. A. Q. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes.
2 3 4 5 6 7 8 9	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then	2 3 4 5 6 7 8 9	Q. A. Q. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world.
2 3 4 5 6 7 8 9 10	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video?	2 3 4 5 6 7 8 9 10	Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often?
2 3 4 5 6 7 8 9 10 11 12	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board.	2 3 4 5 6 7 8 9 10 11 12	Q. A. Q. A. Q. A. Q. A.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday.
2 3 4 5 6 7 8 9 10 11 12 13	A. Q. A.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then	2 3 4 5 6 7 8 9 10 11 12 13	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday?
2 3 4 5 6 7 8 9 10 11 12 13 14	A. Q. A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board.	2 3 4 5 6 7 8 9 10 11 12 13 14	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A. Q. A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board. (Thereupon, video played.) First of all, can you tell me what's happening	2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the unit or outside of the building. He also does
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Q. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board. First of all, can you tell me what's happening here.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. A. Q. A. Q. A. Q. A. Q.	I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the unit or outside of the building. He also does the inside. He does the common areas. He does
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Q. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board. First of all, can you tell me what's happening here. This is Sean trying to get into the unit and it's	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. A. Q. A. Q. A. Q. A. Q. A. Q. A.	 I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the unit or outside of the building. He also does the inside. He does the common areas. He does garbage chutes and
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Q. Q. A. Q. A. Q. A. Q.	prove it. And I videoed the fact that they would not allow him in. He tried to key in and they had the lock on, so Okay. I'm going to play a copy of the video for you first. Okay. First of all, do you recognize this door front I do. in the video? Okay. We'll play this for you first and then for the Board. (Thereupon, video played.) First of all, can you tell me what's happening here. This is Sean trying to get into the unit and it's locked. And what does he do? He tries to key into the unit. After knocking the door, right? After he knocks.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. A. A. Q. A. A. Q. A. A. Q. A. A. Q. A. A. Q. A. A. Q. A. A. Q. A. A. A. A. A. A. Q. A. A. A. A. A. A. A. A. A. A. A. A. A.	<pre>I don't. Sean Ford, does that sound familiar? Yes. Okay. And he works for whom? I can't say the company, Elrich [sic] Ehrlich Pest Control. Ehrlich. A division of Rentokil. Yes. Most aptly named company in the world. And Sean comes how often? Every Friday. Okay. And what does he do every Friday? He does 18 units and he does the outside of the unit or outside of the building. He also does the inside. He does the common areas. He does garbage chutes and But if you have some units that require attention, he does those units? Yes. And that's 18 units, right? 18 units.</pre>

1 notice, right? 1 amount of time. Imm R2. 2 A. Correct. 2 So, we are asking the City to a mand, at the very least, the Violation 3 A. Ady ou attempted to have him treat the unit? 3 mend, at the very least, the Violation 4 Correct. 5 So, we are asking the City to a mand, at the very least, the Violation 5 C. But were unsuccessful? 5 bring the property back into the 6 F. Kacity. 6 complance, which would include then, you 7 A. They refused to it us in. 8 tenate who will not tel them in, to let 9 MR. OBRIEN: The yea to copy for you as 10 performed, which is infestation this 11 well, Til stand here if that's okay. 11 instance. 12 Can everybody see this? 12 MR. OBRIEN: Thank you. 14 for the Clerk? 14 MR. FLAISIC: Mr. Oyau. 15 MR. OBRIEN: We have a copy. but 16 MR. OBRIEN: Thank you. 16 TH just play it one time for everybody. 16 MR. OBRIEN: Thank you. 17 19 MR. OBRIEN: Thank you. 1						-
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3 Q. And you attempted to have him treat the unit? 3 amend, at the very least, the Violation 4 A. Correct. 4 Notice to allow my client enough time to bring the property back into the compliance, which would include then, you of the Boart then. Twe got a copy for you as 6 Andwy were you unsuccessful? 6 complexity back into the 8 A. They refused to let us in. 6 complexity back into the complexity back into the 9 MR. O'BRIEN: Till play this for 9 them in to perform which is infestation this 11 well. Till stand here if that's okay. 11 instance. MR. NOUDELA: Okay. 14 for the Clerk? 14 MR. NOBRIEN: We have a copy, but 15 MR. NOBRIEN: We have a copy. 16 I'll just play it one time for everybody. 16 MR. NOBRIEN: We have a copy. 16 MR. NOBRIEN: We have a copy. 17 17 mind avention. So I'n just waiting on that timeframe. 18 (Thereupon, video played.) 18 MR. O'BRIEN: We are into 24 Court. This is one of the Section 8 22 MR. O'BRIEN: We are into 24 Lake Municipal Housing Authority 16 14 <t< th=""><th>_</th><th></th><th>_</th><th></th><th></th><th></th></t<>	_		_			
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20that a Property Maintenance Violation of the notice that only gives five days to20to fix whatever problems are in the unit.21the notice that only gives five days to21MR. KOUDELA: Okay.22bring the property into compliance, which22MR. O'BRIEN: And I have here a23means to exterminate all pests under the23thumb drive, it contains the video. So, if24Property Maintenance Code section, which in24I can submit it, the material to the Clerk	18		with the provisions of the Code.	18	until a few days after that date, until say	
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	23		means to exterminate all pests under the	23	thumb drive, it contains the video. So, if	
25this case is 309.1 does not give adequate25MR. KOUDELA: Yep.244	24		Property Maintenance Code section, which in	24	I can submit it, the material to the Clerk	
	25		this case is 309.1 does not give adequate	25	MR. KOUDELA: Yep. 244	_

	17		tack nician fan Ekrlick Doct Control th
1	MR. O'BRIEN: Thank you.	1	technician for Ehrlich Pest Control th
2	MR. FLAISIG: Now do you have	2	could that has been coming, I don't
3	video of your attempts on February 2nd and	3	know, probably a couple years, before your
4	February 9th, the two Fridays after your	4	time
5	26th attempt of attempting to gain access	5	MS. HARTMAN: Yeah.
6	to the property?	6	MR. O'BRIEN: to perform pest
7	MR. O'BRIEN: I have not	7	control maintenance at the property every
8	[unintelligible] no, but will this	8	Friday.
9	tenant allow you to gain entry to that	9	MS. LANGRAF: : Sure.
10	unit?	10	MR. O'BRIEN: And so, they they
11	MS. HARTMAN: No, they will not	11	have a contract that says that Ehrlich will
12	answer any phone calls, they will not	12	will will treat not just common areas
13	answer any messages. They want nothing to	13	in the building, but they'll also treat a
14	do with me.	14	number of units every Friday, that's 18
15	MR. O'BRIEN: The point is just	15	units.
16	that the Property Maintenance Code states	16	So, if Stephanie tells them that
17	that notice shall be given and that the	17	we need these units treated, they will go
18	notice shall include a reasonable time in	18	treat them.
19	which to ameliorate the problem and to	19	MS. LANGRAF: : Okay. So, on the
20	bring the property back into compliance.	20	24th, you got a notice from the City that
21	The Code also requires or also	21	there was an issue in Apartment 850. Do
22	states that not just the building owner or	22	you know if that apartment was already
23	the property owner, but also the occupant	23	scheduled with Sean that day or did you
24	of the unit, you know, can be cited for	24	tell them to go there?
25	such for any [unintelligible] under the	25	MS. HARTMAN: I'm sorry, repeat
	18		20
	10		20
1	Code. And in this case, the occupant	1	the question. Because it would've been for
1 2		1 2	the question. Because it would've been for sure the 26th. I'm sorry, I was just
	Code. And in this case, the occupant wasn't cited, but only the property. MS. CLARKE: Mr. O'Brien, I just		the question. Because it would've been for
2	Code. And in this case, the occupant wasn't cited, but only the property.	2	the question. Because it would've been for sure the 26th. I'm sorry, I was just
2 3	Code. And in this case, the occupant wasn't cited, but only the property. MS. CLARKE: Mr. O'Brien, I just	2 3	the question. Because it would've been for sure the 26th. I'm sorry, I was just looking at the date because the date is the
2 3 4	Code. And in this case, the occupant wasn't cited, but only the property. MS. CLARKE: Mr. O'Brien, I just have a couple questions.	2 3 4	the question. Because it would've been for sure the 26th. I'm sorry, I was just looking at the date because the date is the is a Friday.
2 3 4 5	Code. And in this case, the occupant wasn't cited, but only the property. MS. CLARKE: Mr. O'Brien, I just have a couple questions. MR. O'BRIEN: Yeah.	2 3 4 5	the question. Because it would've been for sure the 26th. I'm sorry, I was just looking at the date because the date is the is a Friday. MS. LANGRAF: : Was that apartment
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2 3 4 5 6 7	Code. And in this case, the occupant wasn't cited, but only the property. MS. CLARKE: Mr. O'Brien, I just have a couple questions. MR. O'BRIEN: Yeah. MS. LANGRAF: : So, on the 24th you got a notice that you needed to	2 3 4 5 6 7	the question. Because it would've been for sure the 26th. I'm sorry, I was just looking at the date because the date is the is a Friday. MS. LANGRAF: : Was that apartment scheduled for the pest control on the 26th or did you add that onto the to the
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	01		
1	21 MS. LANGRAF: : 29th. But you	1	unit, two-tower apartment building to <i>Item #2.</i>
2	served it on the City on the	2	have one bug in the unit.
2	MR. O'BRIEN: And for some reason	3	And I know you would understand
3 4	it says received on the 26th.	4	what substitute process is, I don't think
4 5	MS. LANGRAF: : Yeah.	4 5	necessarily the Board does, but I don't
	MR. O'BRIEN: And I know because		think that the Code complies with due
6 7	when I arrived I saw Mr. Brennan at the	6	process in that regard because I think it's
	window, and I was given or no, no,	7	
8		8	impossible not to have one bug in an entire
9	that's not right. I came, I brought it in	9	apartment complex of this size.
10	the 26th, and then I was told to come back	10	MS. LANGRAF: So as of today,
11 12	on the 29th. So yes, I filed this on the 26th.	11	you haven't been able to get into the
		12	apartment?
13	MS. LANGRAF: : Okay.	13	MS. HARTMAN: I have not.
14	MR. BRENNAN: Mr. Chairman	14	MS. LANGRAF: : So, you're asking
15	MR. KOUDELA: Yes.	15	for until March, what? 20th?
16	MR. BRENNAN: I believe this	16	MR. O'BRIEN: We anticipate that
17	was a Friday.	17	on March 4th, barring anybody, you know,
18	MR. O'BRIEN: Yeah, so I came in	18	entering an appearance on behalf of the
19 20	on a Friday.	19	tenant and asking for an extension or
20 24	MR. BRENNAN: Yeah, it was on a	20	anything, we anticipate that this person will be will that my client will
21	Friday, and I don't know exactly what the	21	receive a writ of restitution allowing 7 to
22 23	date was on that Friday. MR. O'BRIEN: That was the 26th.	22 23	•
	It was the 26th, and then Sean said the	23	10 days for the person to get out as of March 4th.
24 25	secretary wasn't there, and then I get	24 25	So I would anticipate that by the
23	secretary wash't there, and then I get	25	So I would anticipate that by the
	33		24
4	22 called and Light called and Light back on	1	24 middle of March this person should have
1	called and I got called and I came back on	1	middle of March this person should have
2	called and I got called and I came back on the 29th and gave him the check, and I got	2	middle of March this person should have been removed from the property and they can
2 3	called and I got called and I came back on the 29th and gave him the check, and I got and then received the paperwork on that	2 3	middle of March this person should have been removed from the property and they can get in problems for the towers is that
2 3 4	called and I got called and I came back on the 29th and gave him the check, and I got and then received the paperwork on that date. But yes, I was there on the 26th	2 3 4	middle of March this person should have been removed from the property and they can get in problems for the towers is that there are numerous tenants there are
2 3 4 5	called and I got called and I came back on the 29th and gave him the check, and I got and then received the paperwork on that date. But yes, I was there on the 26th because if we believe that a Violation	2 3 4 5	middle of March this person should have been removed from the property and they can get in problems for the towers is that there are numerous tenants there are numerous tenants who are very good tenants
2 3 4 5 6	called and I got called and I came back on the 29th and gave him the check, and I got and then received the paperwork on that date. But yes, I was there on the 26th because if we believe that a Violation Notice did not comply with the Code, that	2 3 4 5 6	middle of March this person should have been removed from the property and they can get in problems for the towers is that there are numerous tenants there are numerous tenants who are very good tenants and there are numerous tenants who were
2 3 4 5 6 7	called and I got called and I came back on the 29th and gave him the check, and I got and then received the paperwork on that date. But yes, I was there on the 26th because if we believe that a Violation Notice did not comply with the Code, that we have 20 days then to under the	2 3 4 5 6 7	middle of March this person should have been removed from the property and they can get in problems for the towers is that there are numerous tenants there are numerous tenants who are very good tenants and there are numerous tenants who were very bad tenants and they're in the process
2 3 4 5 6 7 8	called and I got called and I came back on the 29th and gave him the check, and I got and then received the paperwork on that date. But yes, I was there on the 26th because if we believe that a Violation Notice did not comply with the Code, that we have 20 days then to under the Code to file an appeal with this Board.	2 3 4 5 6 7 8	middle of March this person should have been removed from the property and they can get in problems for the towers is that there are numerous tenants there are numerous tenants who are very good tenants and there are numerous tenants who were very bad tenants and they're in the process of evicting evicting all the very bad
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2 3 4 5 6 7 8 9	called and I got called and I came back on the 29th and gave him the check, and I got and then received the paperwork on that date. But yes, I was there on the 26th because if we believe that a Violation Notice did not comply with the Code, that we have 20 days then to under the Code to file an appeal with this Board. And I didn't believe that at that time that giving five days' notice to	2 3 4 5 7 8 9 10	middle of March this person should have been removed from the property and they can get in problems for the towers is that there are numerous tenants there are numerous tenants who are very good tenants and there are numerous tenants who were very bad tenants and they're in the process of evicting evicting all the very bad tenants. The ones who do not comply with their obligations under Ohio Landlord
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	25		
1	that the tenants themselves are creating,	1	There are many people at Shoregat Item #2.
2	it's very difficult to try to fix the	2	who are very happy there to keep their
3	problem.	3	apartments clean. They don't have issues
4	And so, although Stephanie tries	4	with pests, but we also there're also
5	very hard to do that, sometimes she's not	5	two other companies too. There's a company
6	allowed to do it because the people just	6	called Porch's Pest Control, which also
7	won't let her in.	7	performs pest controls the property.
8	So, we just ask you to give us	8	There's also
9	additional time to allow the problem to be	9	MS. HARTMAN: [Unintelligible].
10	fixed I would say, you know, 10th of	10	MR. O'BRIEN what? And there's
11	March. So, we would like you to amend the	11	also T&L, Tillman, which also does other
12	Violation Notice to give us additional time	12	pest control. So there are actually three
13	and fix the problem.	13	companies that are performing pest control
14	MR. FLAISIG: Now, at the time of	14	services at the property, not just Ehrlich.
15	the attempt to get into the Apartment 850,	15	Ehrlich has the biggest contract.
16	was the common areas like the hallway,	16	They are the one that was tasked with
17	stairwell, were those sprayed?	17	treating for bugs and rodents throughout
18	MS. HARTMAN: Yes.	18	the property, common areas, exteriors, and
19	MR. FLAISIG: So basically, trying	19	a limited number of apartments every week.
20	to contain them	20	BY MR. O'BRIEN
21	MS. HARTMAN: Yes.		Q . But how many how many times do you think do
22	MR. FLAISIG: In the apartment?	22	you think, like, do you treat 18 units every
23	MS. HARTMAN: Uh-huh.	23	week?
24	UNIDENTIFIED VOICE: And does Sean		A. We treat 18 units. If we have someone that has
25	he but when he does get in, he'll	25	like a bedbug issue, then we treat about 16
4	26	4	28
1 2	spray the doorways, right? MS. HARTMAN: He he sprays,	1 2	because the bedbug issue takes close to an hour-and-a-half, so it's like one to two less.
2	sorry. He will spray the doorway and he	2	MS. CLARKE: So, was any further
4	will spray throughout the hallway and the	4	attempt made to enter the apartment and
5	door frame.	5	treat it or
6	MR. HILL: You keep mentioning	6	MS. HARTMAN: Sean has tried to go
7	this the name Sean. Now does he do	7	two other times and they just refused any
8	does he do this by himself or does he have	8	service. He has not tried to key in, but
9	a crew?	9	he has knocked.
10	MR. O'BRIEN: No, he works for a	10	MS. CLARKE: So, the people don't
11	company called Ehrlich Pest Control.	11	ever leave like their apartment, like you
12	MR. HILL: But when he you say	12	can't
13	he comes every Friday.	13	MS. HARTMAN: I don't know.
14	MR. O'BRIEN: He is the technician	14	MR. O'BRIEN: I mean, he comes
15	that comes every Friday	15	every Friday, you know.
16	MR. HILL: By himself?	16	The point our point is that,
17	MR. O'BRIEN: By himself that does	17	you know, there has to be a reasonable
18	these two buildings.	18	opportunity to not only fix the problem,
19	MR. HILL: So, you're talking	19	but bring the property back into
20	about keeping pest control down, how does	20	compliance, and, you know, we, Shoregate
21	one person that's 27 weeks to do to	21	Towers has contracted with different pest
22	do every unit from one person. How is that	22	control companies, the problem is that they
			I
23	manageable?	23	can't be there every day all day long, and
23 24	manageable? MR. O'BRIEN: If there's an issue,	23 24	can't be there every day all day long, and although

	29		
1	Q. Steph, do you make attempt to contact these	1	didn't know that I was going to hav <i>Item #2.</i>
2	people so that we can get in?	2	here, and I didn't know that I would even
3	A. I do.	3	take a video, I just wanted to prove it
4	MS. HARTMAN: Am I allowed to say	4	that one time to him.
5	something?	5	BZA MEMBER: How did they how
6	MR. O'BRIEN: Yeah, go ahead.	6	did we find this for the team how did we
7	MS. HARTMAN: Okay. So, they	7	get in there the first time to find this?
8	actually the children in that unit have	8	MR. BRENNAN: Mr. Chairman?
9	been writing all kinds of vulgar things on	9	MR. KOUDELA: Yes, sir.
10	the walls as well. So, they refuse to make	10	MR. BRENNAN: I was on an annual
11	any contact with me because they're writing	11	inspection. This Apartment 850 in the East
12	the "N" word on the walls. They're writing	12	Building was one of the last few apartments
13	O - S-H-I-T all over. So, they refuse to	13	that we had to get into complete our annual
14	have any contact with me due to the	14	inspection. And while we were doing this
15	eviction. So, they want nothing to do with	15	inspection, my other inspector Alfredo was
16	us and they're just waiting to for their	16	with me also. We were walking through the
17	final day, apparently.	17	apartment trying to do our inspection and
18	MS. CLARKE: How do you know that?	18	he was in the dining room, he noticed some
19	MS. HARTMAN: Because they threw a	19	roaches I do have some pictures here. I
20	bag of dog poop at one of my maintenance	20	just brought them with me and brought one
21	guys.	21	for Mr. O'Brien to take a look at them.
22	MS. CLARKE: But how do you know	22	These if you'll want to just
23	they're writing on the inside of the	23	pass those down.
24	apartment if you can't get into it?	24	MR. BRENNAN: So, Alfredo took the
25	MS. HARTMAN: Not on the inside of	25	picture in the dining room and it's going
	30		32
1	the apartment, on the inside of the	1	to be the first page. As I was walking
2	stairwells.	2	down the hallway going towards the back
3	BZA MEMBER: Did you go back with	3	bedrooms, the bathroom area, there was
	BERTHEITBERT BIG you go back man	Ŭ	
4	Sean the next two times that he attempted	4	roaches on the ceilings, and then as we
5	Sean the next two times that he attempted to go in?	4 5	roaches on the ceilings, and then as we opened up the bathroom door excuse me
5 6	Sean the next two times that he attempted to go in? MS. HARTMAN: I did not.	4 5 6	roaches on the ceilings, and then as we opened up the bathroom door excuse me you could see lots of roaches all over the
5 6 7	Sean the next two times that he attempted to go in? MS. HARTMAN: I did not. BZA MEMBER: Okay. So, there was	4 5 6 7	roaches on the ceilings, and then as we opened up the bathroom door excuse me you could see lots of roaches all over the top of the door, also was in the bathroom,
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			0.7
-	33		two subsequent attempts to enter the $ltem #2$.
1	MS. HARTMAN: I would have to see	1	
2	my pest control list to make sure that they	2	MS. HARTMAN: I did not require
3	were or not.	3	anybody to go with him after that.
4	MS. LANGRAF: : In the interest	4	BZA MEMBER: Okay.
5	for clarity, we're only here on Apartment	5	MS. HARTMAN: I thought that my
6	850.	6	one video was going to be proof enough.
7	BZA MEMBER: Now my question is	7	BZA MEMBER: Does Sean have a key
8	any other adjacent is checked?	8	to get in on his own or did you have to
9	BZA MEMBER: Mr. Brennan?	9	provide him a key during that day?
10	MR. O'BRIEN: Do not know.	10	MS. HARTMAN: I have to provide a
11	MS. HARTMAN: I do not know.	11	key
12	MR. O'BRIEN: If she doesn't know,	12	BZA MEMBER: Okay.
13	she doesn't know.	13	MS. HARTMAN: yeah.
14	BZA MEMBER: Mr. O'Brien brings up	14	BZA MEMBER: So, we made no
15	a reasonable amount of time. In your	15	attempt other than knocking on the door the
16	opinion, is five days long enough? I mean,	16	next few times?
17	is that somewhat standard?	17	MS. HARTMAN: Correct.
18	MR. BRENNAN: Mr. Chairman?	18	BZA MEMBER: But we made three
19	MR. KOUDELA: Yes.	19	attempts?
20	MR. BRENNAN: Yes, I believe	20	MS. HARTMAN: Correct.
21	that's enough time to have that apartment	21	BZA MEMBER: Okay. So, three
22	treated.	22	attempts since the 26th to do this, but
23	MR. KOUDELA: Okay. Mr. Brennan,	23	it's not been completed?
24	how much notice do you have to give the	24	MS. HARTMAN: Correct.
25	apartment to go there? Like you didn't	25	BZA MEMBER: And again, the
	34		36
1	have any issues with gaining entry, did you	1	argument is adequate time, correct?
1 2	have any issues with gaining entry, did you give notice, or did you just show up and	1 2	argument is adequate time, correct? MS. HARTMAN: Correct.
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		1	
	37 BZA MEMBER: Woll I as you		MR O'BRIEN: I don't know t Item #2.
1	BZA MEMBER: Well, I so you stated there are three companies that work	1	
2 3	for the property.	2	no. BZA MEMBER: Okay.
3 4	MR. O'BRIEN: Yes. They do	4	MR. O'BRIEN: Do you know what was
4 5	different things.	5	the condition of this unit, Stephanie?
6	BZA MEMBER: So, do all three of	6	MS. HARTMAN: I've never been able
7	them handle infestations?	7	to go inside that unit.
8	MR. O'BRIEN: No, that is the	8	MR. O'BRIEN: They will not allow
9	contract with Ehrlich for this kind of	9	you to go in?
10	problem, for bugs in particular. So, if	10	BZA MEMBER: So, we don't know if
11	somebody says, I have a problem with	11	that's the garbage, so that's neither here
12	roaches or with other bugs, bed bugs, then	12	nor there?
13	Stephanie will contact Ehrlich, let them	13	BZA MEMBER: That's so again.
14	know you've got to treat this unit. And	14	MR. O'BRIEN: We don't.
15	she'll give a list of units to treat and	15	BZA MEMBER: We weren't we
16	they would go to those units, but Mr. Ford	16	weren't cited the tenant wasn't cited,
17	can't be expected to hang around, you know,	17	right? There was a citation, so again,
18	all day or come back numerous other days to	18	there's no exception to a Friday. That is
19	try to address the issue if the tenants are	19	the only day that Ehrlich will come out,
20	not going to allow them	20	that is that's the question. There's no
21	BZA MEMBER: Well	21	exception to that rule?
22	MR. O'BRIEN: into the	22	MR. O'BRIEN: Does Justin will
23	property.	23	Justin go there? Will your maintenance man
24	BZA MEMBER: So, then my next	24	go there
25	question is, if another tenant gets a	25	MS. HARTMAN: For?
	00		10
	38		40
1	bedbug infestation on a Monday, do they	1	40 MR. O'BRIEN: For any kind of
1 2		1 2	
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21 it's reasonable to Shoregate Towers, that's 21 MR. O'BRIEN: Yes.	
22 what you're asking us to do. 22 MS. CLARKE: Not what happened	
23 MR. O'BRIEN: No, my argument is 23 after the inspection? 24 itle researching under the circumstances 24	
24 it's reasonable under the circumstances. 24 MR. O'BRIEN: Yes. 25 Co if you and you'll have the 25	
25 So if you and you'll have the 25 MR. KOUDELA: Is the goal, if	
42 44	
1 opportunity to do this, but if you look at 1 there is an extension, which we're looking	
2Sections 106 and 107 of the Code, you'll2at, by my quick math, from going from five	
3 see that what is required is that not3 days to about 65 days, right? Riding about	
4 only and this is Section 107.2,4 two months' worth of time, that's what	
5Subsection 4, says that the Violation5we're looking for, will there be a check	
6 Notice and it states, and I quote, "include 6 every Friday? Will someone be with the	
7 a correctional order allowing a reasonable7 pest control every Friday keying in,	
8 time to make repairs and improvements 8 attempting to gain a like this is	
9 required to bring the dwelling unit or 9 MR. O'BRIEN: Yes.	
10structure into compliance with the10MR. KOUDELA: this is my	
11 provisions of the Code."11 this is my point of contention is that	
12So, it's not [unintelligible] to12there has while there've been three	
13have to give a reasonable opportunity to13attempts, there's only one attempt shown s)
14fix the problem, and that means, you know,14far where we made a, what I would conside	•
15 ameliorating the problem entirely,15 reasonable attempt to gain access	
16eradicating the unit of any pests.16MR. O'BRIEN: Stephanie will go	
17So, the question is, under the17back every Friday.	
18circumstances is five days a reasonable18MR. KOUDELA: the second and	
19 opportunity to fix this problem in this 19 third time were knocks.	
20unit? And we contend that it is not,20MR. O'BRIEN: Yeah, Stephanie will	
21especially when the tenant that is in that21go back every Friday, she'll take another	
22unit who knows they're being evicted, will22video every Friday and we can come back	
23 not allow the property owner to come in to 23 here every week if you like to verify what	
24that unit and fix the problem. And they24happened on every Friday.	
25 bar the door and they don't allow somebody 25 MR. KOUDELA: I would just exp 25	

	45		
4	45 that we would be taking all measurable	1	Thank you.
1 2	steps when we have something of an appeal	1	MR. O'BRIEN: And Justin could go
2	involved.	2	back too. I mean Stephanie and Justin did
3 4	MR. O'BRIEN: Yes.	3 4	both go back.
	BZA MEMBER: So, Mr. O'Brien,	4 5	BZA MEMBER: Well, yeah.
5		_	
6	you're looking for an extension until March	6	MR. O'BRIEN: They'd be glad to do
7	20th. Do you feel that that's adequate	7	SO.
8	time? That's what we're here for today.	8	MR. KOUDELA: And did he do so
9	MR. O'BRIEN: I you know,	9	since the 26th?
10	barring any other circumstances to prevent	10	MS. HARTMAN: Have we has Sean
11	my client from being able to treat, yes.	11	been back?
12	But, you know, if Lake County Fair Housing	12	MR. KOUDELA: Has Justin?
13	decides that they want to represent this	13	MS. HARTMAN: Oh, I don't recall.
14	tenant on a pro bono basis and they ask for	14	MR. O'BRIEN: No. Justin's job is
15	something like a jury trial and eviction	15	not to deal with infestation issues. So,
16	which you can do, believe it or not and	16	Justin is the maintenance director of the
17	it takes longer to hear this complaint,	17	property, his primary function is to deal
18	longer to get this tenant evicted even	18	with things like water leaks, electrical
19	though they're behind on the rent for how	19	problems, minor carpentry issues, you know,
20	long now?	20	so we have problems like tenants who have
21	MS. HARTMAN: Several months.	21	been recently evicted, come back after the
22	MR. O'BRIEN: Yeah. I mean, I	22	locks are changed and kick their door in,
23	would anticipate that this tenant would	23	you know.
24	my client would receive a writ of	24	And, you know, there are numerous
25	restitution and that there would be an	25	problems at Shoregate Towers that, you
_	46		48
1	order ordering the tenant to vacate within	1	know, make it difficult to control this,
2	order ordering the tenant to vacate within seven to 10 days of March 4th. That's what	2	know, make it difficult to control this, but understand when people do things like
2 3	order ordering the tenant to vacate within seven to 10 days of March 4th. That's what I think would probably happen, but I can't	2 3	know, make it difficult to control this, but understand when people do things like come back after they're evicted to face the
2 3 4	order ordering the tenant to vacate within seven to 10 days of March 4th. That's what I think would probably happen, but I can't guarantee it because I'm not the judge and	2 3 4	know, make it difficult to control this, but understand when people do things like come back after they're evicted to face the property, you know, and engage in
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1	49 primarily deal with those issues. They	1	would become economically inefficier Item #2.
2	don't deal with infestations. They don't	2	have somebody come back more than once a
3	deal with pest control. There are outside	3	week to try to deal with issues like this.
4	companies that are hired for that. And at	4	
5	this point, there are three different	5	have a person on staff that's just there to
6	companies who do that right now. And	6	deal with that issue, but the question is,
7	Ehrlich is the biggest one, and they're the	7	is it reasonable to require that, you know,
8	ones that deals with things like roach	8	under all circumstances. I don't think it
9	infestation. So, if there's a problem	9	is, and that's all we're saying.
10	problem with roach infestations in a	10	It's like they're glad to deal
11	particular unit, Ehrlich will deal with	11	with the pest control issues, they do, on a
12	that. And they do 18 units every single	12	regular basis, every single week. They
13	week, and they do all the common areas	13	deal with this every week. The point is
14	every single week, but and then I and	14	that when you've got somebody that won't
15	and I don't think that that overloads	15	let you into an apartment, you probably
16	the property, does it? I mean	16	should be, you know, allowed more
17	MS. HARTMAN: No.	17	[unintelligible] to fix the problem so we
18	MR. O'BRIEN: that's more than	18	can get access.
19	enough [unintelligible] for the	19	MR. KOUDELA: Okay. Any other
20	[unintelligible] received	20	questions?
21	MS. HARTMAN: Yes.	21	BZA MEMBER: I think one last
22	MR. O'BRIEN: is that fair to	22	question. Do we know the last time this
23	state?	23	apartment was sprayed?
24	MS. HARTMAN: Yes.	24	MR. O'BRIEN: Do you know?
25	MR. O'BRIEN: Okay. So they're	25	MS. HARTMAN: Unless I had the
	50		52
1	able to deal with complaints received and	1	records, I do not know, off the top of my
2	able to deal with complaints received and they do it every Friday. The point is	2	records, I do not know, off the top of my head.
2 3	able to deal with complaints received and they do it every Friday. The point is that, you know, if a notice is given on a	2 3	records, I do not know, off the top of my head. BZA MEMBER: But
2 3 4	able to deal with complaints received and they do it every Friday. The point is that, you know, if a notice is given on a Wednesday and Ehrlich is there on Friday	2 3 4	records, I do not know, off the top of my head. BZA MEMBER: But MS. HARTMAN: She never called,
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	53		MS LANGRAF. The second multem #2.
1 2	MR. O'BRIEN: No, that's okay. It's La La Linaria [phonetic]	1	MS. LANGRAF: The second method $I^{tem \#2.}$ would be for an appeal on the basis of an
2	MS. HARTMAN: Linaria.	2	extension of time. That's what you're
4	MR. O'BRIEN: Linaria	4	asking for?
4 5	Cunningham. Yeah, Ms. Cunningham has been	4 5	MR. O'BRIEN: Yes.
6	there how long?	6	MS. LANGRAF: Okay.
7	MS. HARTMAN: Do you want me to	7	MR. KOUDELA: And we could just
8	pull it up?	8	use March 20th as
9	MR. O'BRIEN: Yeah.	9	MS. LANGRAF: That's what they're
10	MS. HARTMAN: Okay. November	10	asking
11	22nd, 2022 was her application. She moved	11	MR. KOUDELA: a date to throw
12	in on December 15th of 2022.	12	out there, is that what you're asking for?
13	MR. KOUDELA: All right. Any	13	MR. O'BRIEN: I'm asking for the
14	other questions? Any other comments that	14	end of March because I can't guarantee that
15	you'd like to make?	15	the you know, March 20th. I think in
16	MR. O'BRIEN: No, thank you.	16	all likelihood this tenant will be ordered
17	MR. KOUDELA: So, on this vote,	17	to vacate at least by March 14th, but I
18	Ms. Landgraf, if you could just clarify, an	18	can't guarantee that. Sometimes court are
19	approval on Case Number 24-1 would mean	19	required to generally they're required
20	that we agree with Shoregate Towers, the	20	to order a move out 7 to 10 days after the
21	property owner, correct?	21	date of the First Cause Hearing for a writ
22	MS. LANDGRAF: So, this is an	22	of restitution, but that doesn't mean they
23	appeal filed by Shoregate Towers, NS, and	23	will, and that doesn't mean they won't also
24	the other individuals listed. So, they're	24	grant some kind of continuance so that
25	appealing, and Mr. O'Brien's asked a couple	25	hearing doesn't take place for another week
	54		56
1	things, first to either agree with the	1	or two weeks, so I don't know that at this
2	applicant that this was not appropriately	2	point in time, so I would say to be safe,
3	applied to the situation, but I've also	3	I'm asking until the end of March.
4	heard him ask for an extension of time.	4	MR. KOUDELA: Okay. Mr. O'Brien,
5	So, did you want to did you	5	
6		•	can you please give me a date in the end of
0	want them to vote on both of those or	6	can you please give me a date in the end of March.
7	want them to vote on both of those or MR. O'BRIEN: Yes, I would like to	_	
	MR. O'BRIEN: Yes, I would like to vote first to vote on whether or not they	6	March. MR. O'BRIEN: I said the end of March, so, March 31st.
7 8 9	MR. O'BRIEN: Yes, I would like to vote first to vote on whether or not they believe that -	6 7 8 9	March. MR. O'BRIEN: I said the end of March, so, March 31st. MR. KOUDELA: 31st. Okay.
7 8 9 10	MR. O'BRIEN: Yes, I would like to vote first to vote on whether or not they believe that - MS. LANGRAF: It was a	6 7 8 9 10	March. MR. O'BRIEN: I said the end of March, so, March 31st. MR. KOUDELA: 31st. Okay. MR. O'BRIEN: Yes.
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7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. O'BRIEN: Yes, I would like to vote first to vote on whether or not they believe that - MS. LANGRAF: It was a MR. O'BRIEN: five days is the maximum amount of time pursuant to this particular Codified Ordinance, and second of all, whether or not they're willing to grant an extension until the end of March to repair this problem. MS. LANGRAF: Okay. So, first there would be a motion to grant the appeal of the stated appellants with regards to application of the Property Maintenance Code in which your vote would say we agree	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	March. MR. O'BRIEN: I said the end of March, so, March 31st. MR. KOUDELA: 31st. Okay. MR. O'BRIEN: Yes. MR. KOUDELA: Okay. Would somebody would like to make a motion or, Ms. Langraf, would you like me to do it? MS. LANGRAF: I'll give it a shot. MR. KOUDELA: All right, Ms. Langraf, thank you. MS. LANGRAF: So, the first motion is going to be a motion to grant the appeal of Shoregate Towers NS, LLC, Lemma Getachew and Guenet Indale with regards to Property Maintenance Code violation dated January
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. O'BRIEN: Yes, I would like to vote first to vote on whether or not they believe that - MS. LANGRAF: It was a MR. O'BRIEN: five days is the maximum amount of time pursuant to this particular Codified Ordinance, and second of all, whether or not they're willing to grant an extension until the end of March to repair this problem. MS. LANGRAF: Okay. So, first there would be a motion to grant the appeal of the stated appellants with regards to application of the Property Maintenance Code in which your vote would say we agree that it was appropriately applied, or a	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	March. MR. O'BRIEN: I said the end of March, so, March 31st. MR. KOUDELA: 31st. Okay. MR. O'BRIEN: Yes. MR. KOUDELA: Okay. Would somebody would like to make a motion or, Ms. Langraf, would you like me to do it? MS. LANGRAF: I'll give it a shot. MR. KOUDELA: All right, Ms. Langraf, thank you. MS. LANGRAF: So, the first motion is going to be a motion to grant the appeal of Shoregate Towers NS, LLC, Lemma Getachew and Guenet Indale with regards to Property Maintenance Code violation dated January 24th, 2024, Apartment 850 in the East
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. O'BRIEN: Yes, I would like to vote first to vote on whether or not they believe that - MS. LANGRAF: It was a MR. O'BRIEN: five days is the maximum amount of time pursuant to this particular Codified Ordinance, and second of all, whether or not they're willing to grant an extension until the end of March to repair this problem. MS. LANGRAF: Okay. So, first there would be a motion to grant the appeal of the stated appellants with regards to application of the Property Maintenance Code in which your vote would say we agree that it was appropriately applied, or a vote no would be, you don't believe that it	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	March. MR. O'BRIEN: I said the end of March, so, March 31st. MR. KOUDELA: 31st. Okay. MR. O'BRIEN: Yes. MR. KOUDELA: Okay. Would somebody would like to make a motion or, Ms. Langraf, would you like me to do it? MS. LANGRAF: I'll give it a shot. MR. KOUDELA: All right, Ms. Langraf, thank you. MS. LANGRAF: So, the first motion is going to be a motion to grant the appeal of Shoregate Towers NS, LLC, Lemma Getachew and Guenet Indale with regards to Property Maintenance Code violation dated January 24th, 2024, Apartment 850 in the East Building for a violation of Property
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. O'BRIEN: Yes, I would like to vote first to vote on whether or not they believe that - MS. LANGRAF: It was a MR. O'BRIEN: five days is the maximum amount of time pursuant to this particular Codified Ordinance, and second of all, whether or not they're willing to grant an extension until the end of March to repair this problem. MS. LANGRAF: Okay. So, first there would be a motion to grant the appeal of the stated appellants with regards to application of the Property Maintenance Code in which your vote would say we agree that it was appropriately applied, or a	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	March. MR. O'BRIEN: I said the end of March, so, March 31st. MR. KOUDELA: 31st. Okay. MR. O'BRIEN: Yes. MR. KOUDELA: Okay. Would somebody would like to make a motion or, Ms. Langraf, would you like me to do it? MS. LANGRAF: I'll give it a shot. MR. KOUDELA: All right, Ms. Langraf, thank you. MS. LANGRAF: So, the first motion is going to be a motion to grant the appeal of Shoregate Towers NS, LLC, Lemma Getachew and Guenet Indale with regards to Property Maintenance Code violation dated January 24th, 2024, Apartment 850 in the East

	57		
1	okay?	1	MS. LANGRAF: and then so Item #2.
2	So, that means the Appellant is	-	needs to second it.
2	requesting you to grant the appeal on the	3	MR. KOUDELA: Okay. Somebody make
4	basis that they were not given sufficient	4	the first one. Do we need to go back to
	time a reasonable amount of time to	- 5	the first one?
6	comply with the notice.	6	MS. LANGRAF: Do you have a first
7	MR. YARLETTS: Okay. I second.	7	and a second?
8	MR. KOUDELA: Okay. Second.	8	MADAM SECRETARY: Yes.
9	Thank you Mr. Yarletts.	9	MR. KOUDELA: Okay. So, we need a
10	MS. LANGRAF: So a vote yes, would	-	first for 24-1 motion one
11	be you agree with Shoregate Towers	10	MS. LANGRAF: Correct.
12	MR. KOUDELA: Okay.	12	MR. KOUDELA: correct?
13	MS. LANGRAF: a vote no would	12	BZA MEMBER: All right. You want
13	mean that the Violation Notice stands as	13	to do it, Phil?
14	issued.	14	MR. YARLETTS: Yeah, I'll do it.
16	MR. KOUDELA: Okay. Thank you.	15	Mr. Chairman
17	Can I get a roll call, please.	10	MR. KOUDELA: Do they have to say
18	MADAM SECRETARY: Mr. Koudela?	17	the entire thing or just
19	MR. KOUDELA: No.	10	MS. LANGRAF: You might as well
20	MADAM SECRETARY: Mr. Flaisig?		since we don't have a first, yes.
20	MR. FLAISIG: No.	20	MR. KOUDELA: Okay. All right.
21	MADAM SECRETARY: Mr. Yarletts?	21	MR. YARLETTS: Mr. Chairman, I'd
22	MR. YARLETTS: Nay.	22	like to make a motion in Case 24-1
23 24	MADAM SECRETARY: Mr. Hill?	23	Shoregate Towers of 30901 Lakeshore
24 25	MR. HILL: No.	24	Boulevard, that we grant an appeal for the
20	58	20	60
1	MADAM SECRETARY: And Ms. Clarke?	1	maintenance violation no, that's not
2	MS. CLARKE: No.	2	what
- 3	MS. LANGRAF: The second motion is	3	MS. LANGRAF: Dated.
4	the motion to grant the appeal of Shoregate	4	MR. YARLETTS: The maintenance
5	Towers NS, LLC, Lemma Getachew and Guenet	5	violation dated 1/24/2024 for Apartment
6	Indale to the Willoughby Prop Willowick	6	850, Codified Ordinance 1332.05 to 1367.01.
7	Property Maintenance Code violation dated	7	MS. LANGRAF: So that's a grant of
8	January 24th, 2024, Apartment 850 in the	8	the appeal on the basis of reasonableness
9	East Building for a violation of Property	9	for compliance.
10	Maintenance Code 309.1 to grant an	10	MR. KOUDELA: Yes.
11	extension of time to March 31st, 2024 to	11	MS. LANGRAF: So, same applies. A
12	comply with the stated notice.	12	vote yes that you agree with the applicant.
13	MR. YARLETTS: I'll second.	13	A vote no is the maintenance violation
14	MS. LANGRAF: A vote yes means you	14	stands as this.
15	agree to the extension, a vote no means no	15	MR. KOUDELA: Okay.
16	extension.	16	MR. FLAISIG: I will second.
17	MR. KOUDELA: Okay. Thank you.	17	MR. KOUDELA: Second. Thank you,
18	Thank you for the second, Phil.	18	Tom.
19	Can I get roll call, please.	19	Can I get roll call please, again.
20	MADAM SECRETARY: Mr. Koudela?	20	MADAM SECRETARY: Mr. Koudela?
21	MR. KOUDELA: No.	21	MR. KOUDELA: No.
22	MS. LANGRAF: You need to have	22	MADAM SECRETARY: Mr. Flaisig?
23	somebody make the motion. I am the Law	23	MR. FLAISIG: No.
24	Director, so, somebody makes the motion	24	MADAM SECRETARY: Mr. Yarletts ²
25	MR. KOUDELA: Okay.	25	MR. YARLETTS: No. 255

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	61		There's a property maintenance notic Item #2.
1	MADAM SECRETARY: Mr. Hill?	1	
2	MR. HILL: No.	2	January 23rd, 2024, which cites three
3	MADAM SECRETARY: And Ms. Clarke?	3	property maintenance violations with
4	MS. CLARKE: No.	4	respect to, I believe Unit 1250 in the
5	MS. LANGRAF: Now we need a motion	5	property.
6	to grant	6	And I'm going to go in backwards
7	MR. KOUDELA: Can I get a motion	7	order here. The first has to do with roof
8	for the Case 24-1, the second for the	8	maintenance or damage. It says property
9	extension of time to the 31st?	9	maintenance under Section 304.7 of the
10	MR. YARLETTS: Mr. Chairman, I'd	10	Code. The roof and flashing shall be
11	like to make a motion in Case 24-1	11	sound, tight, and not have any defects that
12	Shoregate Towers of 30901 Lakeshore	12	admit rain. Roof drainage shall be
13	Boulevard that we grant the appeal for an	13	adequate to prevent dampness or
14	extension of time to take care of	14	deterioration of walls or interior portion
15	maintenance violations dated 1/24/2024 in	15	of the structure. Gutters and downspouts
16	Apartment 850.	16	shall be maintained in good repair and free
17	MS. LANGRAF: Until March	17	of obstructions.
18	MR. YARLETTS: Until March 31st,	18	The violation order or the order
19	, 2024.	19	of corrections cited states that repair or
20	MR. KOUDELA: Okay. Can I get a	20	replace roofing materials above Apartment
21	second?	21	1250, east master bedroom compliance stage
22	MR. HILL: I second.	22	two weeks later on February 6th, 2024.
23	MR. KOUDELA: Mr. Hill, thank you.	23	Above that, Section 305.3 of the
24	Roll call.	24	Code of property maintenance, all
25	MADAM SECRETARY: Mr. Koudela?	25	structures, which are all all interior
	60		64
	02		04
1	62 MR. KOUDELA: No.	1	
1 2	MR. KOUDELA: No.	1 2	surfaces, including windows and doors,
	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig?		surfaces, including windows and doors, shall be maintained in good, clean and
2 3	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No.	2 3	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked
2 3 4	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts?	2 3 4	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other
2 3 4 5	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No.	2 3	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be
2 3 4 5 6	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill?	2 3 4 5	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected.
2 3 4 5 6 7	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No.	2 3 4 5 6 7	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states
2 3 4 5 6 7 8	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke?	2 3 4 5 6 7 8	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and
2 3 4 5 6 7 8 9	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No.	2 3 4 5 6 7 8 9	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east
2 3 4 5 6 7 8 9	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien	2 3 4 5 6 7 8 9 10	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is
2 3 4 5 6 7 8 9 10 11	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City	2 3 4 5 6 7 8 9 10	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024.
2 3 4 5 6 7 8 9 10 11 12	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a	2 3 4 5 6 7 8 9 10 11	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property
2 3 4 5 6 7 8 9 10 11 12 13	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the	2 3 4 5 6 7 8 9 10 11 12 13	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment,
2 3 4 5 6 7 8 9 10 11 12 13 14	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st,	2 3 4 5 6 7 8 9 10 11 12 13 14	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly
2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay?	2 3 4 5 6 7 8 9 10 11 12 13 14 15	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for property 1250 also in the East Building.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master bedroom wall receptacle in Apartment 1250
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for property 1250 also in the East Building. If you could please go over you	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master bedroom wall receptacle in Apartment 1250 East I guess it means replace that as
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts? MR. YARLETTS: No. MADAM SECRETARY: Mr. Hill? MR. HILL: No. MADAM SECRETARY: And Ms. Clarke? MS. CLARKE: No. MR. KOUDELA: Okay. Mr. O'Brien Case Number 24-1 will go in front of City Council at the next meeting as a recommendation for not to approve the appeals or the extension to March 31st, okay? MR. O'BRIEN: Okay. MR. KOUDELA: So, this brings us to Case Number 24-2. This is an appeal for property 1250 also in the East Building. If you could please go over you know, that that appeal as well and what	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surfaces or conditions shall be corrected. The maintenance order states replace all water damaged drywall and ceilings and walls in Apartment 1250 east master bedroom. Compliance date again is February 6th, 2024. Finally, Section 605.1, property maintenance. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. And the Property Violation Notice says missing electrical faceplate on master bedroom wall receptacle in Apartment 1250 East I guess it means replace that as of a compliance date of February 6th, 2024.
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	05		
	65		
1	three, fixing the roof and flashing, again,	1	MIN. O DIVILIN. OKAY.
2	we would submit that under Section No. 7 of	2	Have not been able to do so at
3	the Code that's requiring repair of the	3	this point in time, correct?
4	roof above, the top floor of the building,	4	MS. HARTMAN: Correct. Due to the
5	in the wintertime at the Shoregate Towers	5	chemicals that they use to fix the roof, it
6	and requiring that to be done within two	6	has to be a certain temperature.
7	weeks is unreasonable, so we would ask	7	MR. O'BRIEN: And it's been too
8	again, that this Board find that that	8	cold so far to be able to fix the problem.
9	timeframe is unreasonable under the	9	So, they can't do it if it's too
10	circumstances.	10	cold?
11	Also, with respect to the second	11	MS. HARTMAN: Rain, snow, and the
12	violation, that since you can't fix the	12	chemical [unintelligible]
13	drywall problems until the roof has been	13	BZA MEMBER: Okay.
14	fixed, that that's also an unreasonable	14	MR. YARLETTS: So, Mr. O'Brien,
15	timeframe. And again, we would ask for an	15	quick question.
16	extension of time to fix those two issues.	16	MR. O'BRIEN: Yes.
17	I don't know whether or not the faceplate	17	MR. YARLETTS: Has there been any
18	on the one receptacle in Apartment 1250	18	attempt as to a temporary fix, tarp put
19	that's been replaced around at this point	19	over? I mean, if I was living in Apartment
20	in time, but that is a di minimis issue,	20	1250, I don't
21	which quite frankly is beyond the scope of	21	MR. O'BRIEN: Yeah.
22	the Property Maintenance Code.	22	MR. YARLETTS: wouldn't
23	So, we're talking about electrical	23	appreciate water coming in.
24	systems. We talking about one plastic	24	MR. O'BRIEN: Do you know how
25	faceplate that may or may not be required	25	do you know what the extent of the problem
	66		68
1	66 to be replaced. Our contention will be	1	68 is?
1 2		1 2	
	to be replaced. Our contention will be	-	is?
2	to be replaced. Our contention will be that that is not contemplated by the Code	2	is? MS. HARTMAN: I do not know the
2 3	to be replaced. Our contention will be that that is not contemplated by the Code and that should be disregarded entirely.	2 3	is? MS. HARTMAN: I do not know the extent of it.
2 3 4	to be replaced. Our contention will be that that is not contemplated by the Code and that should be disregarded entirely. So, my client has contracted with a company to fix the roof above Apartment	2 3 4	is? MS. HARTMAN: I do not know the extent of it. MR. O'BRIEN: Okay. I believe Mr.
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2 3 4 5 6	to be replaced. Our contention will be that that is not contemplated by the Code and that should be disregarded entirely. So, my client has contracted with a company to fix the roof above Apartment 1250, but they're not able to do so at this	2 3 4 5 6	is? MS. HARTMAN: I do not know the extent of it. MR. O'BRIEN: Okay. I believe Mr. Brennan has pictures. They are, I believe small holes in plaster in the ceiling,
2 3 4 5 6 7	to be replaced. Our contention will be that that is not contemplated by the Code and that should be disregarded entirely. So, my client has contracted with a company to fix the roof above Apartment 1250, but they're not able to do so at this point in time because of weather issues. We do have and we're going to	2 3 4 5 6 7	is? MS. HARTMAN: I do not know the extent of it. MR. O'BRIEN: Okay. I believe Mr. Brennan has pictures. They are, I believe small holes in plaster in the ceiling, they're not I don't believe water is, you know, running through in channels like
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2 3 4 5 6 7 8 9	to be replaced. Our contention will be that that is not contemplated by the Code and that should be disregarded entirely. So, my client has contracted with a company to fix the roof above Apartment 1250, but they're not able to do so at this point in time because of weather issues. We do have and we're going to mark this as Exhibit A for the Board, and I've got more copies, but my client has	2 3 4 5 6 7 8 9	is? MS. HARTMAN: I do not know the extent of it. MR. O'BRIEN: Okay. I believe Mr. Brennan has pictures. They are, I believe small holes in plaster in the ceiling, they're not I don't believe water is, you know, running through in channels like a river into the apartment. I think it's a small issue.
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4	69 problem and it's going to be fixed, you	4	MS. HARTMAN: I haven't ever Item #2.
1		1	MR. O'BRIEN: I haven't finished
2	know, they allow you to stay. But the point here, again and I		looking at the ones that I got from the
3		3	
4	don't want to belabor the issue, but the	4	court date, they sent me emails, so I
5	point is that when you have wintertime in	5	haven't got all the emails for the fourth
6	Cleveland, Ohio, you know, you can't expect	6	yet. I anticipate that eviction will take
7	a first of all, my client to be able to	7	place on the fourth.
8	get a roofing company and then be able to	8	MR. KOUDELA: All right. Any
9	go upstairs, get on top of a building, and	9	questions?
10	fix it when it's cold outside. So, we just	10	BZA MEMBER: I have a number of
11	ask once again that the Board allow	11	them. So, Sean, you entered the building
12	additional time or state that the two weeks	12	on 1/23; is that correct?
13	that were permitted are unreasonable under	13	MR. BRENNAN: Mr. Chairman?
14	the Code to allow such repair, but there	14	MR. KOUDELA: Yes, Mr. Brennan.
15	has been a contract that has been	15	MR. BRENNAN: Actually, I do have
16	established for the company and as soon as	16	some paperwork in regards to that from a
17	weather permits, they'll be up there fixing	17	Tenant Complaint Form and I do have some
18	this roof to make sure that there are no	18	better pictures, so
19	more leaks in this apartment, and once that	19	MR. KOUDELA: I would like to see
20	is done, all the drywall will be repaired	20	those, please.
21	immediately.	21	MR. BRENNAN: Yeah. If you could
22	Do you have anything you want to	22	just pass those down there.
23	say?	23	MR. KOUDELA: Thank you.
24	MS. HARTMAN: I do. So, the only	24	MR. BRENNAN: If you have an extra
25	reason why they even called the City for an	25	one we'll give it to
	70		70
	70		72
1	inspection was they never called me and	1	So, I received a complaint from
2	inspection was they never called me and told me that the leak was there or anything	2	So, I received a complaint from the tenant on 1/23. This is his complaint
2 3	inspection was they never called me and told me that the leak was there or anything because they owe me over \$6,000. So, when	2 3	So, I received a complaint from the tenant on 1/23. This is his complaint form that he filled out to me. I think it
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2 3 4 5 6	inspection was they never called me and told me that the leak was there or anything because they owe me over \$6,000. So, when someone owes me that much money, they avoid me. They don't want to see me in the parking lot. So, they do everything to	2 3 4 5 6	So, I received a complaint from the tenant on 1/23. This is his complaint form that he filled out to me. I think it is reasonable time on there for these repairs to be done. If you read his complaint, it's
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-	73		nersonally?
1	Same thing, you can see where	1	
2	waters coming in on these on the bedroom	2	MS. HARTMAN: He did.
3	walls.	3	MR. O'BRIEN: Okay. And that was
4	It's a couple areas, a few areas	4	on the 23rd?
5	throughout that rear bedroom, and also	5	MS. HARTMAN: Correct.
6	electrical cover plate that is missing on	6	MR. O'BRIEN: Okay. Did he give
7	that receptacle. It is a safety hazard.	7	you these pictures as well on that date?
8	BZA MEMBER: So, the complaint	8	MS. HARTMAN: Correct.
9	date is 1/23, which I think was a Tuesday.	9	MR. O'BRIEN: Okay. And when did
10	So is that the is that the day that	10	you did you have Justin go upstairs and
11	so the date of the complaint was the date	11	look at this?
12	that the notice was filed, so that was the	12	MS. HARTMAN: Immediately.
13	date I'm sorry, that was the day you did	13	MR. O'BRIEN: Okay. And why did
14	or did not enter?	14	you hire the roofing company?
15	MR. BRENNAN: It was on 1/23	15	MS. HARTMAN: To fix the issues.
16	BZA MEMBER: Okay.	16	MR. O'BRIEN: Okay. Typically,
17	MR. BRENNAN: I entered that	10	how long does it take to hire a roofing
18	apartment. I also wrote the notice on	18	company to fix issues like that?
19	1/23.	10	MS. HARTMAN: It really depends
20	BZA MEMBER: Okay.		because they a lot of roofing companies
	•	20	, , , , , , , , , , , , , , , , , , , ,
21	MR. KOUDELA: All right. Mr.	21	will not take on such a small job because
22	Brennan I'm sorry.	22	it's not that big of a job, so they don't
23	BZA MEMBER: No, go ahead.	23	want to take on such a small job on a 12
24	MR. KOUDELA: The drywall	24	story apartment community in the winter.
25	repair I'm referring to the picture of	25	BZA MEMBER: Okay. So again, we
	74		76
1	the electrical outlet	1	don't know when you first called?
2	the electrical outlet MR. BRENNAN: Yeah.	2	don't know when you first called? MS. HARTMAN: I do not know.
2 3	the electrical outlet MR. BRENNAN: Yeah. MR. KOUDELA: the vertical	2 3	don't know when you first called? MS. HARTMAN: I do not know. BZA MEMBER: Okay. How many
2	the electrical outlet MR. BRENNAN: Yeah. MR. KOUDELA: the vertical repair, is that near the water damage? And	2 3	don't know when you first called? MS. HARTMAN: I do not know. BZA MEMBER: Okay. How many companies did you call before you settled
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1	but Alexis oversees sort of all of those	1	as I know. Item #2.
2	endeavors.	2	BZA MEMBER: Okay.
2	BZA MEMBER: So, Alexis hired Turn	2	MR. KOUDELA: Okay. Any other
	-		
4	Key?	4	questions?
5	MS. HARTMAN: Correct.	5	Okay. So, Mr. O'Brien, what are
6	BZA MEMBER: We don't know when	6	you asking for? How many days? Do you
7	Alexis contacted them?	7	want to put a date on it? Like the last
8	MS. HARTMAN: I do not.	8	one?
9	BZA MEMBER: We don't know who	9	MR. O'BRIEN: What
10	else Alexis contacted?	10	MR. KOUDELA: Sure, go ahead.
11	MS. HARTMAN: I do not.	11	MR. O'BRIEN: we're doing is we
12	BZA MEMBER: So we don't know if	12	can put the same date on it. It's February
13	we asked any roofing companies for	13	in Cleveland, Ohio, I believe we are coming
14	temporary repairs and a contract to	14	up on a stretch of cold weather right now.
15	complete repairs or anything like that?	15	As it is snowing today, and I believe it's
16	MS. HARTMAN: I do not.	16	supposed to be below freezing coming up
17	BZA MEMBER: In my experience,	17	this weekend, I would anticipate though,
18	most roofing companies will come and either	18	even the weather in Cleveland, there should
19	temporary patch or tarp, as Mr. Yarletts	19	be a day in the next in the next let's
20	said, in anticipation of doing the work.	20	say four weeks that this should be able to
21	We talked about weather, I know	21	be fixed.
22	we've had quite a stretch of better	22	So, I would ask for an extension
23	weather. So, are we looking for better	23	to the middle of March; let's say March
24	weather than we've had these last two	23	15th to complete this repair.
2 4 25	weeks?	24	BZA MEMBER: And again, so I'm
ZŰ	WEEK3:	20	
	79		9 <u>0</u>
4	78 MS HARTMAN: Lonly know what L		80
1	MS. HARTMAN: I only know what I	1	sorry, I want to confirm you are asking for
2	MS. HARTMAN: I only know what I know, and this is all I've know because	2	sorry, I want to confirm you are asking for an extension until March 31st with no
2 3	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of	2 3	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the
2 3 4	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of this apartment.	2 3 4	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the meantime?
2 3 4 5	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of this apartment. BZA MEMBER: And no one has gone	2 3 4 5	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the meantime? MR. O'BRIEN: They will they
2 3 4 5 6	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of this apartment. BZA MEMBER: And no one has gone into the apartment to I understand that	2 3 4	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the meantime? MR. O'BRIEN: They will they will do whatever I think we can have
2 3 4 5	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of this apartment. BZA MEMBER: And no one has gone into the apartment to I understand that it's still leaking, but there are	2 3 4 5	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the meantime? MR. O'BRIEN: They will they will do whatever I think we can have we can have Justin or another crew go up
2 3 4 5 6	MS. HARTMAN: I only know what I know, and this is all I've know because Alexis has been dealing with the roofing of this apartment. BZA MEMBER: And no one has gone into the apartment to I understand that it's still leaking, but there are preventative measures we can take inside,	2 3 4 5 6	sorry, I want to confirm you are asking for an extension until March 31st with no attempt to temporary repairs in the meantime? MR. O'BRIEN: They will they will do whatever I think we can have we can have Justin or another crew go up there and take a look inside the apartment.
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81 Item #2. 1 attempt to get them to come out on e 1 MR. KOUDELA: Mr. -- sorry. of the 55 degree days last week so they 2 BZA MEMBER: No, I'm good. I'm 2 3 could come out? 3 good. 4 MS. HARTMAN: So, the gentleman's 4 MR. KOUDELA: Mr. Brennan, you, 5 you mentioned August in an elevator? **5** name is Jesse that works for the company 6 MR. BRENNAN: Yes. 6 and he came out and he checked to -- like, 7 MR. KOUDELA: What was that in 7 the spots to see, obviously, so he can give regards to? Was that the initial complaint 8 us the grand total of what it would be. 8 that you heard about this event? 9 So, that's when he gave us this and said 9 10 MR. BRENNAN: Yes, from the 10 what day he would be able to come out. MR. HILL: And he didn't cover it? 11 tenant. 11 MR. KOUDELA: Okay. So, that was 12 **12** I mean, you guys were hiring him, I guess, the initial complaint, and, to the best of so, he didn't try covering it, trying to --13 13 your knowledge, Shoregate Towers knew about MS. HARTMAN: That's as far as I 14 14 15 the leaking and the issues in Unit 1250? 15 know, I am so sorry. MR. BRENNAN: Correct. MR. HILL: -- secure the area. 16 16 17 MR. KOUDELA: Okay. 17 MR. KOUDELA: But he was able to MR. O'BRIEN: You said I was gain access to the roof? 18 18 MS. HARTMAN: Justin gave him 19 present? 19 20 MR. BRENNAN: Yes, you were. 20 access to the roof. MR. O'BRIEN: I don't recall the MR. KOUDELA: So, Justin can gain 21 21 22 conversation, but that's okay --22 access to that one? 23 MR. BRENNAN: Nope --23 MS. HARTMAN: I don't know if he went in the unit, I just know that he was MR. O'BRIEN: -- I've got other 24 24 able to go up to the roof. 25 things on my mind --25 82 84 MR. KOUDELA: Okay. 1 MR. BRENNAN: -- no, that's okay. 1 2 MR. O'BRIEN: Yeah. 2 MR. O'BRIEN: You don't know if MR. BRENNAN: It was the day that 3 3 he's a salesman or a repairman, do you? MS. HARTMAN: Jesse? we were doing --4 4 MR. O'BRIEN: I remember being MR. O'BRIEN: Yeah. 5 5 MS. HARTMAN: He is a repairman. 6 there with you. 6 MR. O'BRIEN: Okay. All right. 7 MR. BRENNAN: What's that? 7 8 MR. O'BRIEN: I remember being 8 MR. KOUDELA: Anything else? Okay. So Ms. Langraf, is this the there with you and Justin --9 9 MR. BRENNAN: Yes, in the 10 10 same --MS. LANGRAF: Hold on a second. elevator. 11 11 12 MR. O'BRIEN: -- but I don't 12 Do you have anything else to add? recall -- I don't recall anybody saying 13 MR. O'BRIEN: No. I said my --13 that they had a problem with the ceiling in essentially my same arguments would be the 14 14 their unit. same for the two motions. 15 15 MR. BRENNAN: Danny pulled out his 16 MS. LANGRAF: Okay. So, you are 16 17 phone and showed you pictures. 17 asking for a general appeal of all of the MR. O'BRIEN: Okay. Yeah. cited violations, right? 18 18 MR. O'BRIEN: Yeah. So, the first 19 BZA MEMBER: Okay. 19 MR. O'BRIEN: It's not the only 20 motion would be that -- that all the -- the 20 time I [unintelligible] people. violation notices are --21 21 MS. LANGRAF: Mr. Hill. 22 22 MS. LANGRAF: Just a general 23 MR. HILL: Was there any attempt 23 appeal that --24 last week -- you said you were waiting for 24 MR. O'BRIEN: -- a general appeal a nice day in the winter. Was there any saying that they are not consistent with 25 25 261

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_	85	_	
1	the Code -	1	generally that that the Applicant
2	MS. LANGRAF: Okay.	2	believes the Property Maintenance Code is
3	MR. O'BRIEN: and therefore	3	not appropriately applied and there's a
4	they should be disregarded by this Board	4	violation, and then secondly, that they
5	MS. LANGRAF: And then the	5	want to extension of time.
6	MR. O'BRIEN: there should be	6	BZA MEMBER: Got it.
7	an additional amount of time to make the	7	MR. KOUDELA: Okay. Would
8	repairs until March 15th, because the	8	somebody like to make a motion in Case
9	amount of time on the circumstances is	9	Number 24-2?
10	unreasonable. So, we're asking for March	10	BZA MEMBER: Mr. Chairman? I'd
11	15th to complete these repairs, fix	11	like to make a motion in Case 24-2. This
12	everything within his suite.	12	is Shoregate Towers, NS, LLC, Lemma
13	MS. LANGRAF: Okay.	13	Getachew and Guenet Indale 30901 Lakeshore
14	MR. KOUDELA: And actually, Ms.	14	Boulevard, seeking to grant an appeal of
15	Langraf, did Mr. O'Brien, I thought you	15	again the aforementioned, Shoregate Towers
16	said that number one, the missing	16	NS, LLC, Lemma Getachew and Guenet Indale,
17	electrical outlet wasn't a big deal	17	for the violation dated 1/23/24 in
18	MR. O'BRIEN: I believe that's the	18	Apartment 1250 of the East Building
19		19	according to Property Code 605.1, 305.3,
20	MR. KOUDELA: You weren't here for	20	and 304.7.
21	that, that was your first statement.	21	MR. KOUDELA: Okay. Thank you.
22	MR. O'BRIEN: I believe that was a	22	Can I get a second, please?
23	maintenance issue, but that's covered in	23	MS. CLARKE: I second.
24	the first part of the [unintelligible].	24	MR. KOUDELA: Ms. Clark, thank
25	MS. LANGRAF: It would be covered	25	you.
	86		88
1	86 in the extension as well, is that what	1	88 Roll call?
1 2		1 2	
	in the extension as well, is that what	-	Roll call?
2	in the extension as well, is that what you're asking for as well?	2	Roll call? MADAM SECRETARY: Mr. Koudela?
2 3	in the extension as well, is that what you're asking for as well? MR. O'BRIEN: It can be fixed	2 3	Roll call? MADAM SECRETARY: Mr. Koudela? MR. KOUDELA: No.
2 3 4	in the extension as well, is that what you're asking for as well? MR. O'BRIEN: It can be fixed tomorrow. I mean, if it's not it'll be	2 3 4	Roll call? MADAM SECRETARY: Mr. Koudela? MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig?
2 3 4 5	in the extension as well, is that what you're asking for as well? MR. O'BRIEN: It can be fixed tomorrow. I mean, if it's not it'll be fixed.	2 3 4 5	Roll call? MADAM SECRETARY: Mr. Koudela? MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No.
2 3 4 5 6	in the extension as well, is that what you're asking for as well? MR. O'BRIEN: It can be fixed tomorrow. I mean, if it's not it'll be fixed. MS. LANGRAF: All right. So, it's	2 3 4 5 6	Roll call? MADAM SECRETARY: Mr. Koudela? MR. KOUDELA: No. MADAM SECRETARY: Mr. Flaisig? MR. FLAISIG: No. MADAM SECRETARY: Mr. Yarletts?
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	89		//om #2	1
1	March 15th of 2024.	1	BZA MEMBER: No. Item #2.	
2	MR. KOUDELA: Okay. Thank you.	2	MR. KOUDELA: Any new business?	
3	Can I get a second?	3	All right. Someone want to make a	
4	MR. YARLETTS: I'll second.	4	motion to adjourn?	
5	MR. KOUDELA: Thank you, Mr.	5	MR. YARLETTS: Mr. Chairman, I'd	
6	Yarletts.	6	like to make a motion to adjourn.	
7	And roll call.	7	MR. KOUDELA: Can I get a second?	
8	MADAM SECRETARY: Mr. Koudela?	8	MR. HILL: Second.	
9	MR. KOUDELA: No.	9	MR. KOUDELA: Thank you, Mr. Hill.	
10	MADAM SECRETARY: Mr. Flaisig?	10	Roll call.	
11	MR. FLAISIG: No.	11	MADAM SECRETARY: Mr. Koudela?	
12	MADAM SECRETARY: Mr. Yarletts?	12	MR. KOUDELA: Aye.	
13	MR. YARLETTS: No.	13	MADAM SECRETARY: Mr. Flaisig?	
14	MADAM SECRETARY: Mr. Hill?	14	MR. FLAISIG: Aye.	
15	MR. HILL: No.	15	MADAM SECRETARY: Mr. Yarletts?	
16	MADAM SECRETARY: Ms. Clarke?	16	MR. YARLETTS: Aye.	
17	MS. CLARKE: No.	17	MADAM SECRETARY: Mr. Hill?	
18	MR. KOUDELA: Okay. Mr. O'Brien	18	MR. HILL: Aye.	
19	Board of Zoning Appeals is going to	19	MADAM SECRETARY: Ms. Clarke?	
20	recommend that at the next council meeting	20	MS. CLARKE: Aye.	
21	to deny both of your appeals for 24-2.	21	MR. KOUDELA: Okay. Meeting	
22	MR. O'BRIEN: Okay.	22	adjourned at 8:46. Thank you.	
23	MR. KOUDELA: I'd recommend you go	23		
24	that council meeting as well, all right?	24		
25	MR. O'BRIEN: And we we'll get	25		
	00		20	
	90		92	
1	90 notice of this today?	1	92	
1 2		2		
	notice of this today?	23	92 <u>CERTIFICATE</u>	
2	notice of this today? MS. LANGRAF: A written notice of	2 3 4	<u>CERTIFICATE</u>	
2 3	notice of this today? MS. LANGRAF: A written notice of the meeting?	23	<u>CERTIFICATE</u> I, Brian Kuebler, a Notary Public within	
2 3 4	notice of this today? MS. LANGRAF: A written notice of the meeting? MR. O'BRIEN: Of this of a	2 3 4 5	<u>CERTIFICATE</u>	
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File Attachments for Item:

3. Case 24-3 Roger Earley

APPLICATION FOR VARIANCE WILLOWICK BOARD OF ZONING APPEALS

NAME OF PROPERTY OWNER:

ADDRESS

PHONE:

NAME OF APPLICANT IF DIFFERENT FROM OWNER:

ADDRESS:

PHONE:

REASON AND JUSTIFICATION FOR REQUEST:

My neighter has a Very VICIOUS day, a german Shephurd when we are out and the day is out it symps on the fince and it backs like it wants to bite us.

DATE: 4-5-24

SIGNED: Roge ZEE

FOR OFFICE USE ONLY

CASE NO. 24-3

PROPERTY ZONED FOR (STATE DISTRICT):

Single formily

APPLICABLE SECTION OF CODIFIED ORDINANCES: 1165.04(c)

VARIANCE SOUGHT:

6' high Solid	fencing on le	2Ft Side propert	y line.
(Homeowner Wa	nts to install_	747+. OF 6' high	
(Homeowner Wa Solid Ferring-Vin	.yl.)		app qi q qiq qiqat dhethi thi to quant maqalah fi kadake. An 700

Pursuant to Section 1169.05(b) of the Codified Ordinances, a check in the amount of \$150.00 made payable to the City of Willowick, together with a drawing showing where the requested variance will be located and all measurements of same, must accompany this request for variance. All pertinent information must be submitted to the building department no later than 3 weeks prior to the meeting date, which is the second Wednesday of each month.

Roger Earley 829 Bayridge Blud. 440-622-1011



BUILDING DEPARTMENT

Item #3.

Roger Earley 829 Bayridge Willowick Oh 44095

RE: PERMIT APPLICATION AT: 829 Bayridge

DEAR SIR AND / OR MADAM:

THIS LETTER IS TO INFORM YOU THAT YOUR BUILDING PERMIT APPLICATION WAS DENIED FOR THE FOLLOWING REASON (S) :

1165.04 BARBED WIRE, ELECTRIC AND STOCKADE FENCES. (c) Solid type fences shall be prohibited with the exception of any style fence with a minimum of a one-quarter inch opening between picket panels.

Variance Needed

1) 6ft high solid fencing on left side property line.

* Home owner wants to install 76 feet of 6 foot high solid vinyl fencing.

IF YOU WISH TO APPEAL THIS RULING, AN APPLICATION FOR THE BOARD OF ZONING APPEALS CAN BE OBTAINED AT THE WILLOWICK BUILDING DEPARTMENT. THE BOARD OF ZONING APPEALS MEETS THE SECOND WEDNESDAY OF EVERY MONTH AT CITY HALL, 30435 LAKE SHORE BLVD., UPSTAIRS IN COUNCIL CHAMBERS AT 7:30 PM. APPLICATIONS MUST BE RECEIVED THREE (3) WEEEKS PRIOR TO THE DATE OF THE MEETING.

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,

SEAN BRENNAN

CHIEF HOUSING AND ZONING INSPECTOR

4-5-24

APPLICANTS SIGNATURE

DATE

