BRATENAHLL VILLAGE
BRATENAHLL VILLAGE HALL
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BUILDING CODE APPEALS MEETING

December 7, 2017
5:30 P.M.

MAYOR JOHN LICASTRO
JAMES PUFFENBERGER
GREGORY BINFORD
SAMUEL T. O’LEARY, ESQ.

NANCY L. MOLNAR, RPR, CLR

DRAFT
MAYOR LICASTRO: Okay. It's 5:30. I'll call this meeting of the Bratenahl Board of Building Code Appeals to order. We do have a court reporter present today, Ms. Molnar, thank you. The board members are to my left, Jim Puffenberger, who sits on the Board as President Pro Tem of Council; Greg Binford, who is the resident freeholder. We comprise the Board. We also have Sam O'Leary representing our law department, and Ms. Mary Ranney who is the Building Department Administrator in lieu of Tom Jaimeson who could not attend tonight.

The Village issued a condemnation and demolition order on this property at 10316 Brighton Road on -- I believe it was August 14th. We were able to contact the owner. And please state your names for the record, please.

MR. CAEZ: I am Miguel Caez.

MAYOR LICASTRO: You are the owner of the property.

MR. CAEZ: Yes.

MAYOR LICASTRO: And Counselor?

MR. MEYER: Andrew Meyer.

MAYOR LICASTRO: Thank you. So the order was issued and stands pending your appeal
of that order, which is why we are here today.

Now, for clarity and sense of purpose, I've asked Ms. Ranney to give us a summary of the nature and substance of the Village condemnation order.

Ms. Ranney, would you please.

MS. RANNEY: Yes, Mayor.

MR. O'LEARY: I'm sorry, just as a procedural formality, those who are going to be providing testimony this evening should be sworn in, if we can briefly. So I would ask, I guess, Mr. -- is it Caez?

MR. CAEZ: Yes.

MR. O'LEARY: Mr. Caez and, Mary, since you're going to be putting the memo forward, if you wouldn't mind also just raising your right hand.

Mayor, would you like to say the oath or would you like me to do it?

MAYOR LICASTRO: Go ahead, Sam, please.

MR. O'LEARY: So if you would. Thank you.

(Whereupon, all witnesses were sworn in.)

MR. O'LEARY: Thank you.

MAYOR LICASTRO: Ms. Ranney.
MS. RANNEY: Yes, Mayor. So this
property at 10316 Brighton Road, the Building
Department has been dealing with for several
years. Dealing with everything from exterior
property maintenance issues and finally some
interior issues.

And, again, as you mentioned, Mayor, Tom
Jaimeson couldn't be here tonight. We have a
memo on behalf of the Building Department and
himself that I would like to read for the record
and I have copies for the Board.

So it is to the Board of Building Code
Appeals to the board members from Tom Jaimeson,
the Building Director of the Building Department
regarding 10316 Brighton Road and the notice of
demolition and condemnation.

Violations to the exterior structure and
yard areas have been documented for several
years. Code violations have existed since 2008.
The homeowner at the time was notified repeatedly
under the exterior maintenance program resulting
in a lack of compliance.

In 2014, the owner at the time requested
a point of sale inspection, which allowed me, Tom
Jaimeson, to inspect the interior of the home. I
identified 39 violations. Of particular concern is the rear elevation where the upper deck/roof is falling apart and impacting exterior walls, windows, doors, stairs, and gutters. I'm also concerned about the defective interior structural framing, load-bearing beams, columns, floor joists and walls.

The mechanicals, HVAC, electric and plumbing are deteriorated and unsafe. I noted in the 2014 that demolition should be considered. And he did notate that on the report.

The home has sat vacant and blighted ever since. I have observed weeds and grass as high as 24 inches of which the Village abated due to lack of response from the current owner. I have observed a dilapidated and unsafe fence and evidence of animal infestation. Again, notices were sent to the current owner, which resulted in no remedy.

Continued neighbor complaints and follow-up of violation notices initiated my most recent inspection of the home on July 11th of this year. I have observed an abandoned, neglected and blighted condition at 10316 Brighton Road. The single-family dwelling is
structurally unsafe, compromised, presents a hazardous condition. I issued a condemnation and demolition notice on August 14, 2017, and it is my professional opinion that it be enforced.

MAYOR LICASTRO: Thank you, Ms. Ranney. Accompanying that, I think you have the inspection reports with all the specifics, do you not?

MR. MEYER: Yes.

MAYOR LICASTRO: As do the Board members as well. Before I ask for questions or presentation from the applicants for appeal, any questions from the Board members at this point?

MR. BINFORD: Not at this point.

MAYOR LICASTRO: Mr. Puffenberger?

MR. PUFFENBERGER: I do, one very quickly just to clarify. I believe, Ms. Ranney, that you said that nothing had been done since the original order in September of 2014; is that correct? There had been no improvements since 2014?

MS. RANNEY: No.

MR. PUFFENBERGER: Okay. That's all I need to know.

MAYOR LICASTRO: And also in our packet
we have pictures of the interior that shows some of the conditions described not only in Ms. Ranney's presentation, but the inspection report itself.

So, Gentlemen, having heard a summary of the Village's approach and explanation of our course of action, what is it you'd like to share with the Board?

MR. MEYER: Mr. Chairman and Board, my client understands that there's issues at the premises, but most of those issues he was unfamiliar with until comparatively recently. He's owned the property since September of last year. During that time, he understood it to not have any issues from the previous buyer.

Once he found that out, he was surprised. He grappled with it a bit. He also had to deal with Hurricane Maria during that time. He's sorry for the time that it has taken, but at this point, he has, as I think the Building Commissioner can note, he has been -- he's been up here. He's been active with looking at resolutions.

In fact, he's met with a contractor who's given him additional advice, additional
avenues of compliance. His original intention was possibly to sell the property to someone. He did have a buyer lined up who is willing to take it according to the condemnation notice, rehab it with an extension of time.

After consultation with the contractor, however, he's realized he just wants to do this himself and he wants to do it quicker. He just needs a little bit of time to get -- one, to get a formal estimate from the contractor. He needs to evaluate. He's perfectly willing to demolish this himself if need be. He wants to find out how much it's going to cost to rehabilitate fully.

The contractor thinks it can be done, thinks it can be done at a price point that he'd be comfortable with in a time span that I think would be fair to the city. Perhaps three to six months is what he was quoted. If not, he's willing to demolish it himself. He'd like a couple months to get fair bids, fair quotes, in order to not overpay for it, but to proceed promptly and abate the nuisance in that way.

So my client is willing to proceed and take full responsibility of the issues there. He
just needs a little bit of time. He needs to get the estimate from the contractor to see what exactly he's looking at and then we'd be glad to set benchmarks. We'd be glad to -- my client would be glad to work with the city in whatever way that they most think is fair and appropriate. And if he doesn't meet the benchmarks, then he's out of compliance with the amended notice. So we're just looking for a fair resolution that -- this property is going to get fixed. It's going to get fixed in a reasonable time frame. He just wants the opportunity to go about that.

MR. BINFORD: Has the contractor reviewed the notice of violations?

MR. MEYER: My understanding is he has that.

MR. CAEZ: Yes.

MR. BINFORD: When was the last time you met with him?

MR. CAEZ: Today.

MR. BINFORD: When was the first time you met with him?

MR. CAEZ: Yesterday.

MR. MEYER: He did have issues with his
family and with safety concerns in Puerto Rico, he didn't have an opportunity to come up before now. Now that he's here, he's taking proactive steps. He's moving forward. We have a game plan. We know what we're doing. He's retained me in this time. He's not going to let this slide.

MR. BINFORD: Who is the contractor?

MR. MEYER: Do you want to get it out?

MR. PUFFENBERGER: You mentioned the contractor is in Puerto Rico?

MR. CAEZ: No, it's here.

MR. PUFFENBERGER: I thought you mentioned the contractor was in Puerto Rico.

MR. MEYER: He's from Puerto Rico.

MR. PUFFENBERGER: That I understood.

You purchased the property a year ago?

MR. CAEZ: Yes.

MR. PUFFENBERGER: Did you purchase it unseen?

MR. CAEZ: Yes.

MR. PUFFENBERGER: So that's why you weren't aware of all the issues that the property had and no one made you aware of the inspection report from 2014?
MR. CAEZ: Correct.

MS. RANNEY: May I interject? If his representative or whoever facilitated the sale would have done their due diligence, they would have found a point of sale was required to transfer again, so it never happened. I don't know. Sometimes that happens. So a new one -- the 2014 report was only good for one year. So he should have gotten -- he should have done the sale, the inspection, paid for it, gotten a revised report, Tom would have gotten back, Mr. Meyer, and you would have been well aware of these violations, if not more. It's been three years.

MR. MEYER: What's past is past.

MS. RANNEY: I understand. I'm just saying it's unfortunate he didn't know ahead of time.

MAYOR LICASTRO: By the way, we acknowledge the extreme effort you made to get here from Puerto Rico. I know you struggled. We had to continue this several times as you were unable to leave the island, so we're glad you made it here safely.

So, gentlemen, we've had this type of
situation before where a property was scheduled for demolition after being condemned. And the path we've offered, we will offer to you tonight. And that is, if you can put together a plan of action that shows work to be done, benchmarks as far as time, et cetera, I hope the Board will consider allowing that, but to protect the Village, what we've done in other instances is we've had the owner put money in escrow that protects us and makes certain that these timelines and benchmarks are met and also puts money aside if, indeed, demo needs to proceed.

Now, what that dollar amount is needs to be discussed and negotiated. We also need to see, of course, the amount of work you deem necessary to bring the property up to our code. So we can -- if you're willing and the Board is willing to be flexible and generous, we can give you a time to do that with the understanding that you or your attorney will have to contact our law department to draw up the nuances and details of using other agreements we have as a template.

Sam, did I miss anything on that?

MR. O'LEARY: No, sir. If the Board were so inclined to consider that choice and Mr.
Caez as well, then we could draft an agreement to that effect based on the information that comes forward about the timeline and the work that needs to be done as you mentioned, informing the dollar amounts, et cetera.

MAYOR LICASTRO: And speaking on Mr. Caez's behalf, not that that's my place, but the fact that you just saw it for the first time yesterday is something to consider. Unfortunately, you hadn't seen it prior. So given that fact and other things, I think it's something I'd ask the Board to consider if indeed you think that approach makes sense.

MR. MEYER: I think that would be an appropriate approach. My client is onboard with that. And actually, just along those lines and again to show his commitment to this, when I was first retained, I asked him if he wanted -- since it is problematic to come from Puerto Rico to here, I asked him if he wanted me to just appear on his behalf. He was so insistent on confronting the issues and getting this resolved personally, he insisted on coming himself. And I think that attests to his mind frame and the seriousness that he takes it.
MAYOR LICASTRO: And we've only met Mr. Caez in the last couple days, but he seems very sincere. We want viable property that's safe for habitation, as do you. How we achieve that end remains to be seen. Hopefully we can get there more easily than other options, but so what is the Board's feeling on this? Are you willing to allow them the path I just described?

MR. PUFFENBERGER: Given an appropriate escrow and given an appropriate timeline, I'd certainly be willing to. I'd hate to see what probably at one point was a beautiful home destroyed. We've had this conversation before with other homes and I hate to see that happen. So if it is rehabable, if that's a word, then I would prefer that route if, again, we have appropriate escrow and promises to make it happen and appropriate timeline. In looking at these pictures, I have some doubts whether it's even possible, but if it is, I'd rather go that route.

MAYOR LICASTRO: Mr. Binford.

MR. BINFORD: I agree with everything that you just said. I would prefer if we can set an initial deadline for getting those pieces into place in terms of when do we come up with what
the escrow is going to be and when do we come up
with the initial.

MAYOR LICASTRO: Thank you. Using the
template we've established with other properties,
you'll have to come up with that plan of action,
with benchmarks, et cetera, with an agreement on
monies in escrow, which then have to be approved
by Village Council. The Council meets the third
Wednesday of every month. The 20th is our
meeting in December. I'm not sure if that's
doable given the fact it's not that far away, but
that agreement, once both parties sign off, has
to be confirmed by Council, which means that not
only do we as a Board have to think that a viable
option, but the Council does as well.

So I'm going to let the comments of the
Board resonate and ask that the two of you
consult with our legal department. Mr. O'Leary
and Mr. Matty know our intent. And again, we've
done this before. So if you can work to a
timeline that's reasonable and agreeable, I think
it's the intention of the Board, from what I've
heard, to allow this to proceed.

Is that a fair representation of your
feelings, gentlemen?
MR. BINFORD: From my perspective, yes.

MR. PUFFENBERGER: It is.

MAYOR LICASTRO: Okay. Then I ask that we continue this meeting until it needs to be reconvened either to consider condemnation or indeed a rehab order. If the order and agreement is done quickly, we might not even have to reconvene this Board. We can then circumvent this process and go right to Village Council as the agreeing party to this legally binding document that has been crafted by both your attorney and our legal department as well.

So I'd ask that -- any further comment from the Board members?

MR. PUFFENBERGER: I'm fine.

MR. BINFORD: I'm fine.

MAYOR LICASTRO: Mr. O'Leary?

MR. O'LEARY: This might be the next words out of your mouth, but I would ask for a motion to hold the order in abeyance either for a time certain or, you know, until such time as we have further resolution.

MAYOR LICASTRO: That was my next step of action. You've learned to read my mind. It is a short story.
So is there a motion for the Board to do as recommended by Mr. O'Leary?

MR. BINFORD: So moved --

MR. PUFFENBERGER: Second.

MR. BINFORD: -- with a deadline of January 31st.

MAYOR LICASTRO: Does that seem reasonable to you gentlemen?

MR. MEYER: A deadline as far as making the agreement?

MAYOR LICASTRO: Coming up -- yes, coming up with an agreement that the Village has signed off on and you as well with the bona fide rehab plan or perhaps you choose another path, but a clear path of action by the end of January. I think that's very generous, Mr. Binford.

MR. BINFORD: Yes.

MAYOR LICASTRO: But I'm willing to accept that if Mr. Puffenberger is in agreement.

MR. PUFFENBERGER: I am. I would accept it and I'll second it.

MAYOR LICASTRO: So everyone understands the motion? Any discussion of the motion?

If you need a moment to consult, we would defer to that.
MR. CAEZ: By the end of January, have an agreement and then we go from there?

MAYOR LICASTRO: We can have an agreement very quickly. Whether or not that's enough time to craft your plan of action is what we're looking from you.

MR. MEYER: That's not the deadline of getting everything done. That's the deadline of the agreement where we figure out what we're doing.

MR. BINFORD: The intent of it is if we haven't come to some understanding of what the road plan is going to be, then we'll meet again.

MAYOR LICASTRO: Or perhaps it goes to Council at the February meeting and they sanctify the agreement, which would then start the timeline with dates certain, three months, six months, eight months, whatever it is. Again, we want to be reasonable with you, sir, and I think we are being reasonable, but understand this property has been blighted and an open sore on the Village for many years. We need to resolve this.

And you might do further research and decide that condemnation and demolition is a
preferable option. Let's wait to see how the process proceeds. So the motion has been made and seconded.

Ms. Ranney?

MS. RANNEY: Can I interject? You touched on doing their research. And in one of the items, Tom Jaimeson wanted a structural engineer or architect to evaluate some of the structural areas, the beams, there's a lot of beams in the home, which I think would be part of the agreement and part of the rehab.

This report is three years old and it has sat vacant for three years. I know they want to put numbers to it, but they may want to consider a fresh inspection.

MAYOR LICASTRO: So, gentlemen, the Building Department is here as a resource. Ms. Ranney is the contact person. She's very competent. But if you are indeed going to present a plan of action, you're going to have to be specific to address structural concerns, safety concerns, et cetera.

So as much as you can do to involve professionals that give us opinions that are more than just a layman's opinion, it would further
your case, so I would strongly recommend you consider that option.

MR. O'LEARY: And, Mayor, if I could, to that point, we would ask for your cooperation as well with respect to permission for those inspections, because obviously to work cooperatively in that way, the inspectors will need access to the interior of the home at some point, which they haven't had in several years.

MR. CAEZ: Adding to that, the biggest concern with the compliance, the document, that was the first thing that we went with the contractor. And I just told him, "Is this safe in here or not?"

And he just saw that water was just coming in, so that is why it was like this. Structurally, when I addressed him like, "Is this structurally safe?"

He said, "On my basic opinion, professional opinion, yes. It just needs to be done perfectly and that will be fine."

We went to the basement, which we thought the water was going to be inside and there was nothing there.

MAYOR LICASTRO: And, Mr. Caez, that
might differ from the opinion offered by our own inspector, which is why we suggest you have a professional give us a formal opinion.

MR. MEYER: We want to do it right. It wouldn't make sense for my client to do the work and it not to be enough to either pass the city's standards or to be enough for his own purposes, so we'll certainly cooperate in that regard.

MS. RANNEY: Permits have to be pulled and inspections along the way.

MAYOR LICASTRO: Before I ask for a vote on the motion, let me just make this clear. We are also here to protect your interest. You're now a homeowner in Bratenahl and we want to make sure you don't go down a path that doesn't lead to our mutual purpose. So we're here to help you along the process and get this, as I said, to be a viable residence either in rehabbing or tearing it down and starting over.

So any further discussion or comments on the motion? All right. Roll call on the motion?

Mr. Binford?

MR. BINFORD: Aye.

MAYOR LICASTRO: Mr. Puffenberger?

MR. PUFFENBERGER: Aye.
MAYOR LICASTRO: Myself aye as well.

Yes.

MR. CAEZ: I want to just say something. Really, me driving around this city was really beautiful and the community is like amazing. So what you guys are doing here and what we are doing here right now definitely is going to make it better, so thank you very much for having me here. And it was definitely a pleasure meeting you in person. We talked and we e-mailed. And, Mayor, thank you very much for having me here.

MAYOR LICASTRO: Well, sir, you're now part of our community. We hope you're this happy going forward.

MR. CAEZ: Thank you.

MAYOR LICASTRO: Any other comments from the Board?

MR. BINFORD: Thank you for being here.

MR. PUFFENBERGER: Thank you for making the effort to come up here.

MAYOR LICASTRO: I'll entertain a motion to adjourn.

MR. BINFORD: So move.

MR. PUFFENBERGER: Second.

MAYOR LICASTRO: All in favor of the
motion?

Ayes: 3. Nays: 0.

MAYOR LICASTRO: Thank you very much.

(Meeting adjourned at 5:53 p.m.)

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CERTIFICATE

I, Nancy L. Molnar, do hereby certify that
as such Reporter I took down in Stenotypy all of
the proceedings had in the foregoing transcript;
that I have transcribed my said Stenotype notes
into typewritten form as appears in the foregoing
transcript; that said transcript is the complete
form of the proceedings had in said cause and
constitutes a true and correct transcript therein.

Nancy L. Molnar, Notary Public
within and for the State of Ohio

My commission expires June 22, 2018.