

**CAUCUS PRIOR TO STRONGSVILLE BOARD OF ZONING &  
BUILDING CODE APPEALS**

**August 27, 2008  
7:30 p.m.**

Present - Board of Appeals Members: Glenn Goist; William Harr; Richard Baldin, Kenneth Evans.

Administration: Assistant Law Director, Daniel Kolick

Building Department Representative: Joey Allen

Acting Recording Secretary: Mary D'Andrea

The Board members discussed the following:

**1) PETER GAWLIK, OWNER**

Requesting a 21' Rear Yard Setback variance from Zoning Code Section 1252.16(e) which requires a 50' Rear Yard Setback but allows a 14' encroachment and where a 15' Rear Yard Setback is proposed in order to install a Basketball Court; property located at 19457 Winding Trail PPN 393-22-025 Zoned R1-75.

**2) JASON JARDINE, OWNER**

Requesting a variance from Zoning Code Section 1252.15 (a) which prohibits placing an Accessory Building in the Front Yard and where a 10' x 14' Accessory Building is proposed to project 28' into a Front Yard; property located at 17804 Fox Hollow Drive PPN 397-03-014 zoned R1-75.

**3) FIFTH THIRD BANK, OWNER**

Requesting a 5' Lot Width variance from Zoning Code Section 1258.08 which requires a 150' Lot Width and where a 145' Lot Width is proposed in order to build a New Bank Center; property located at the corner of Pierce Drive and Pearl Road PPN's 396-19-033 and 396-19-034 Zoned General Business.

**4) PAULA M. SOKOLOWSKI, OWNER**

Requesting a variance from Building Code Section 1436.02 and from Zoning Code Section 1274.06 which requires a Portland Cement or concrete paver driveway and where a gravel driveway exists in order to construct a Detached Garage; property located at 20273 Drake Road PPN 394-23-041 zoned R1-75.

**5) MICHAEL SUGLIO, OWNER M & M CONSTRUCTION**

Appeal from the decision of the Building Commissioner, pursuant to Codified Ordinance 1422.07 suspending the contractor's license of Michael Soglio, President

Minutes

Strongsville Board of Zoning and

Building Code Appeals

August 27, 2008

Page 2 of 38

of M & M Construction, license number 08-0867 for violations of Codified Ordinance 1422.05 (c).

**Due to a malfunction in the tape recorder, there are no minutes from the Board caucus.**

**STRONGSVILLE BOARD OF ZONING & BUILDING CODE APPEALS**

**MINUTES OF MEETING**

**August 27, 2008**

The meeting was called to order at 8:00 PM by the Chairman, Dr. Goist.

Present: Dr. Goist  
Mr. Harr  
Mr. Evans  
Mr. Baldin

Also Present: Mr. Kolick, Assistant Law Director  
Mr. Allen, Building Department Representative  
Ms. D'Andrea, Acting Recording Secretary

Dr. Goist – Good evening, ladies and gentlemen. I'd like to call this August 27, 2008 meeting of the Strongsville Board of Zoning and Building Code Appeals to order. Mary, would you call the roll please?

ROLL CALL: ALL AYES: ALL PRESENT EXCEPT MRS. MCGRATH

Mr. Baldin – I make a motion to excuse Celia McGrath for just cause.

Mr. Harr – Second.

Dr. Goist – We have a motion and a second. Mary, would you call the roll?

ROLL CALL: ALL AYES

Dr. Goist – I hereby certify that this meeting has been posted in accordance with Chapter 208 of the Codified Ordinances of the City of Strongsville. Tonight we have an amended agenda and I would ask for a motion to approve the amended agenda.

Mr. Harr – I make a motion to approve the amended agenda.

Mr. Evans – Second.

Dr. Goist – We have a motion and a second. Mary, would you call the roll?

ROLL CALL: ALL AYES

Dr. Goist - For all of you who are in the audience this evening, who wish to speak before the Board, if you would now please stand and be sworn in by our Assistant Law Director.

Mr. Kolick then stated the oath to all standing.

Dr. Goist – Our meetings are divided into two portions. The first portion is our New Applications and our second portion is our Public Hearings.

1) **PETER GAWLIK, OWNER**

**Requesting a 21' Rear Yard Setback variance from Zoning Code Section 1252.16(e) which requires a 50' Rear Yard Setback but allows a 14' encroachment and where a 15' Rear Yard Setback is proposed in order to install a Basketball Court; property located at 19457 Winding Trail PPN 393-22-025 Zoned R1-75.**

Dr. Goist – Our first New Application is Peter Gawlik. If you would come forward and come right to the podium and give us your name and address and explain to us what you want to do with your variance request.

Mr. Gawlik – Peter Gawlik, 19457 Winding Trail in Strongsville, Ohio and I'm, basically, trying to put in a basketball court. Very briefly, it's in the back corner 15' off the back property line and 15' off the side property line. It's the most aesthetic place that I can find for the court. It gives me a nice opportunity to put some nice flowerbeds around it and surround it and make it look really nice. I have other options but the neighbors all prefer the back corner where I suggested. I have already talked to a few of them already. I think you have the diagram where it shows where I want to put it.

Dr. Goist – Mr. Kolick is looking at the drawing that you have and evidently, there has been some re-measurement.

Mr. Kolick – Off the west property line, your drawing is showing 11'. Now you're saying 15'. Is it 15' from the west property line or 11'?

Mr. Gawlik – Well, I don't know because there is a fence there and whoever put the fence up, sometimes there is extra space so it could be 13' or 15'. It probably is – I know it is 11' from the fence. Where the property line is, I don't know.

Mr. Kolick – Joe, is he required to be a minimum of 15' from the side lot line as well, or is it 10' or what? Do you know?

1) **PETER GAWLIK, OWNER, Cont'd**

Mr. Allen – Normally, he is allowed to be as close as the projected property line of the building. So, he is 11' 3" on the building so he could probably – if he made it 11', he would be okay.

Mr. Gawlik – I can do that easily.

Mr. Kolick – Okay, we'll make sure but just be aware that you may need to do a little movement of that from west to east if this is going to work.

Mr. Allen – He has to remain out of the easement and there is a 10' easement there.

Mr. Gawlik - This might be an old diagram and it might actually be 15'. I'll make sure that it's at least 12'.

Mr. Kolick – You have to come back for a Public Hearing so contact the Building Department just to get that drawing in and tell us exactly where it's going to go from that side line. Thanks.

Mr. Baldin - Mr. Chairman?

Dr. Goist – Yes, Mr. Baldin?

Mr. Baldin – On the old paperwork that we have, it says requesting a 6' rear yard setback and the new paper that we have it says a 21' and looking at the drawing here, he has 15' 7".

Mr. Kolick - Mr. Chairman, it gets confusing but there is a 50' required rear yard setback but he is permitted to go 14' into that setback with something on the ground like this. That's why the numbers are there. The original numbers had nothing to do with a change in the drawings. They had to do with the secretary originally believing that he had to be 35' off the rear line as opposed to 50'. So, when we determined that the rear lot line was 50', those numbers were changed and that is the only reason for the number change.

Mr. Baldin – But you did have a patio there, which you cut down and you're going to put a new patio back up and you are going to make this patio bigger than the old patio?

Mr. Gawlik – No, I actually submitted a second building permit, which I already have right now for the patio. So, the patio is under control and approved. I have it right here if you want to see it.

Mr. Baldin – Is it over 14' long?

1) **PETER GAWLIK, OWNER, Cont'd**

Mr. Gawlik – The patio? It says 19' here.

Mr. Allen - Mr. Chairman?

Dr. Goist – Yes?

Mr. Allen – I think you are a little bit confused. What it is is the size of the patio is not the issue. It's a 50' rear setback and you are allowed to encroach into the 50' by 14'. So, that means you can be 36' from the rear property line. This patio that he has here is set up next to the house. It's not back there anywhere.

Mr. Kolick – The patio is set way back from the 50'. It's not encroaching into the 50' at all.

Mr. Allen – It's not even in the rear yard setback at all.

Dr. Goist – It is right up against the house.

Mr. Kolick – And he complies with the patio. He just doesn't comply with the basketball court.

Dr. Goist – Mr. Gawlik, one of the things that we talked about was at our next hearing, which will September the 10<sup>th</sup> for your Public Hearing, all the neighbors within 500' of your property will get a notification of what you're doing and you indicated to me the other day that you had not talked to the people in the back and they are the most affected by where you're setting the basketball court. So, I think it would behoove you to make sure that you speak with these people and have them in your corner.

Mr. Gawlik – That was supposed to happen except it started raining.

Dr. Goist – I know it's already staked out. You have already staked out the area. Is it with the new dimensions? Is it according to the new drawing where you have it staked out now?

Mr. Harr - Mr. Chairman?

Dr. Goist – Yes, Mr. Harr?

Mr. Harr – I'm not aware that the drawing changed. I think our understanding of the setback changed because they are encroaching. Is that not accurate?

1) **PETER GAWLIK, OWNER, Cont'd**

Mr. Kolick – Well, it's actually both. He has two drawings. He has a site plan that shows it 15' off the line if you look on the site plan itself. But then the mock-up color drawing that he has shows it only 11' off the line. So, I don't know which one is correct. That is why we need him to give us the correct dimension. See the color drawing? That shows it's only 11' off the line. We just need to get the correct dimension of which one he is doing.

Mr. Harr – Off the sideline.

Mr. Kolick – Off the sideline from the west side. I think it's the same on the rear lot line, which is where he needs the variance but we need to have correct drawings anyways.

Mr. Harr - Mr. Chairman?

Dr. Goist – Yes, Mr. Harr?

Mr. Harr – I have a couple of quick questions. You indicated that the placement of the court allows you to shield it with some landscaping and so forth. Are there features within the yard, between the proposed location of the patio, that make that more difficult? If it were moved back to be in compliance for example –

Mr. Gawlik – Then I almost have to put landscaping right smack in the middle of my yard as opposed to in the back corner, which, kind of, gives me some lawn for the kids to come and hang around and keep in mind, there are 30' pines in that whole back property line. So, that is, kind of, shielding it from the backside and then there are 30' pines on the right side.

Mr. Harr – Those would shield it anyway, wouldn't they?

Mr. Gawlik – Well, it looks nice that way.

Mr. Harr – It is predominantly an effort to keep yard space.

Mr. Gawlik – Right, that is part of it but I also want to - do you see the brown around the basketball court? Those are going to be new flowers beds that are expanded with large shrubs that will, kind of, cover it all around. So, it will be elbowed on the left side and the right side with large shrubs and this also gives me the opportunity to put a large flowerbed there too for shrubbery and that will make it nice.

Mr. Harr – Are there any plans to light this at all?

Mr. Gawlik – Light it? No, not really, no. Should I?

1) **PETER GAWLIK, OWNER, Cont'd**

Mr. Harr – No, but I thought I would check.

Mr. Baldin - Mr. Chairman?

Dr. Goist – Yes?

Mr. Baldin – Are you through, Mr. Harr?

Mr. Harr – Yes.

Mr. Baldin – You never really told us why you want this basketball court.

Mr. Gawlik – I have one child that is 13 years old and another that is 11 years old and 9 years old.

Mr. Baldin – Okay. That pretty much answers that question. It's not a hardship. Your neighbor has a basketball court in and that has probably been there for some time, I would assume. I think that is something that I'll have to fill out a form and have the Building Department check it out. Okay? I'll do that because that has been there for some time and I've been on the Board for a long time and I don't recall anyone coming in for a basketball court such as he is.

Mr. Gawlik – On that same note, two neighbors on the opposite side, the west side, they have a pool that encroaches that 35' setback too.

Mr. Baldin – Okay.

Mr. Gawlik – There are other examples throughout the neighborhood. I can probably find several examples.

Mr. Baldin – You also have a couple of big trees in your back yard and you show them on your drawing here. Correct?

Mr. Gawlik – Yes.

Mr. Baldin – You could move that back some and then you would have to remove the two big trees.

Mr. Allen - Mr. Chairman?

Dr. Goist – Yes?

1) **PETER GAWLIK, OWNER, Cont'd**

Mr. Allen – The setback for a pool and the setback for a patio are different.

Mr. Baldin – Is that correct?

Mr. Gawlik – I didn't understand the question about the trees.

Mr. Baldin – You have a couple of large trees there. You have two trees sitting there all by themselves in your backyard. It's sort of an odd place. If those trees were removed, you could move this court back a little bit and you would lose some yard space, right?

Ms. Gawlik – I could move it back but it ends up being more in the middle of the lawn. It becomes more of a focal point and I don't want it to be the focal point. I want to have a lawn and off to one side, the court and the back, on the backside, and it just opens it up more that way. That's my thinking. It could be moved, sure. It could be moved and if I have to, I will. Yes.

Mr. Baldin – Thank you.

Dr. Goist – Any other questions? Mr. Evans?

Mr. Evans – No.

Dr. Goist – Okay, your Public Hearing will be September the 10<sup>th</sup> and all the residents within 500' will be notified.

Mr. Gawlik – Okay, thank you.

**RULING: SET FOR PUBLIC HEARING ON SEPTEMBER 10, 2008**

2) **JASON JARDINE, OWNER**

**Requesting a variance from Zoning Code Section 1252.15 (a) which prohibits placing an Accessory Building in the Front Yard and where a 10' x 14' Accessory Building is proposed to project 28' into a Front Yard; property located at 17804 Fox Hollow Drive PPN 397-03-014 zoned R1-75.**

Dr. Goist – And now we open our Public Hearing section and our first Public Hearing is Jason Jardine. Jason, if you'll give us your name and address first, Jason.

Mr. Jardine – Jason Jardine, 17804 Fox Hollow Drive, Strongsville.

2) **JASON JARDINE, OWNER, Cont'd**

Dr. Goist – Okay and again, your reason for wanting to put this where you have proposed to put it?

Mr. Jardine – Preference and view. This is not something that I want to spend too much time on. I trust you guys' opinion as far as where it should go. I actually thought the side of my house needed a variance as well but I have come to the understanding that that is not the case.

Dr. Goist – As long as you are the correct distance off of your house.

Mr. Harr - Mr. Chairman?

Dr. Goist – Yes, Mr. Harr?

Mr. Harr – Just to note for the record that we are in receipt of correspondence of William Matthews of 17651 Shurmer who apparently was served as part of the notification and is in opposition to the granting of this variance. Also, if I could just weigh in while I have the floor for a moment, Jason, I recognize that you have a unique property there and a sizable property and perhaps from an ease of placement standpoint, it is a little bit easier site where you have proposed to put it but you have a number of alternatives there and the granting of this variance would be very much precedence setting in a most unusual way to allow people to put sheds in front of their homes and it would really create a dangerous situation, I think, for other people whose intentions maybe didn't necessarily align with your aesthetic view. So, I have a hard time supporting it. I don't think that I can do that. Thank you, Mr. Chairman.

Mr. Baldin - Mr. Chairman?

Dr. Goist - Mr. Baldin?

Mr. Baldin – I looked over your property. You have a nice hunk of property there. I see that you are bringing in a lot of fill dirt right now to level out the back. I understand that you definitely need this. Also, right next to your house on the south side, you have about 12' of gravel. Maybe it goes the distance to the house.

Mr. Jardine- Yes, a little more.

Mr. Baldin – Then you have the big timbers there and then you have the drop off and where you're bringing the fill dirt in.

Mr. Jardine – Exactly.

2) **JASON JARDINE, OWNER, Cont'd**

Mr. Baldin – I have to concur with Mr. Harr. I don't want to see a shed up front, even though you have a lot of woods back in there, et cetera and so forth, and my suggestion is that, since you are bringing in an awful lot of fill dirt and you have to level that off, if you move that shed back maybe 20' or 30' it would still be out of the way. You have a lot of land there and I don't think that you are going to develop those woods there.

Mr. Jardine – No.

Mr. Baldin – I don't think anybody could build a house in there.

Mr. Jardine – I didn't think I was going to get that dirt but we did so it's a moot point.

Mr. Baldin – Well, I can see you have a muddy situation. I'm sure that when you get that raised and so forth, a lot of it will wash off and you have a big ravine. You have a great back yard and you are really uneven. There is no doubt about it but apart from this Jason, there is definitely no hardship and with all the land that you have there and with all the land and room that you have there, I would recommend that you move that back at least 20' or 30'. You have plenty of room back there.

Mr. Jardine – Yes, oh sure.

Mr. Baldin – You have a little temporary tool shed right up against your house right now which is I guess is plastic.

Mr. Jardine – Yes, I'll have to tell you where I got that from.

Mr. Baldin – Well, I don't know where you got it from but you'll probably have to move that. Okay? It's not allowed. Check with the Building Department that you're allowed something that's 7' high and maybe 2' or 3' and you have a bunch of tools in there.

Mr. Jardine – Oh, those aren't allowed.

Mr. Baldin – Not up against the house like that, I don't believe. We would have to check with the Building Department. But that's my opinion.

Mr. Jardine – Good deal.

Dr. Goist – Any other comments, Board members?

2) **JASON JARDINE, OWNER, Cont'd**

Mr. Evans – No, everybody has already said everything. I think that for all of the applicants here this evening, they need to understand that oftentimes, the Board of Zoning Appeals looks at each individual request that is made to the Board and oftentimes when we make determinations, we have to use a larger view to react to a request that is made and in this particular instance, it's not that we have anything against this particular shed because of the property but if we allow it in one particular situation then that becomes precedent that we have to live with going forward and oftentimes we have to look at things that way and make our determinations based on that for the bigger picture as opposed to an individual request.

Dr. Goist – Thank you, Mr. Evans. This is a Public Hearing. Is there anyone to speak for this variance? Is there anyone to speak against the variance? May I ask, were you sworn in?

Ms. Bettcher – No.

Dr. Goist – Okay, you can come up and our Assistant Law Director will swear you in.

Mr. Kolick stated the oath to all standing.

Dr. Goist – Would you give us your name and address first, please?

Ms. Bettcher - Delores Bettcher at 17840 Fox Hollow Drive.

Dr. Goist – What is your objection to this?

Ms. Bettcher – Well, I guess I've heard you say that. I think it would be unsightly to have – and I don't even know what this building would be used for except for it said on the notice 11' by 14' outbuilding and I know the house is set way back in the woods. Is there no place on the side or in the back or someplace where you're not going to see that because they are right on the cul-de-sac. People coming down that street, the first thing that they're going to see is this building that is obscuring the house and I think it's going to look awful. I can't think of how you can make it look nice.

Dr. Goist – I think in answer to that, even though it was in the front yard, it is still off to the side if you were to look at the drawing.

Ms. Bettcher – There wasn't any drawing. I didn't see any drawing.

Dr. Goist – I understand. We have the drawings and I apologize but the drawing shows that it is part of his front yard and so therefore it's not going to be in front of his house. It would still be off to the side but you have heard all of our comments and –

2) **JASON JARDINE, OWNER, Cont'd**

Ms. Bettcher – What kind of architecture would it be because right now we have a house that looks a little Spanish and then we have a thing that goes over the driveway that looks like a pagoda type thing that looks to me like a Japanese architecture and I'm kind of confused.

Mr. Jardine – I can answer some of those questions for you.

Ms. Bettcher – Okay, I would like that.

Mr. Baldin – We do have copies and some prints here that he had provided. I assume, Jason, that you're going to pick something from this.

Mr. Jardine – It's the top one.

Ms. Bettcher – It looks like a third type of architecture design. It's like a little Spanish and a little Japanese here all in one thing.

Mr. Baldin – Going into the cul-de-sac, do you live on the right side or the left side.

Ms. Bettcher – The left side, about the fourth house down on the left side?

Mr. Baldin – Are you the last house down?

Ms. Bettcher – No, there are two houses before his – two after us before his. From my vote, I wouldn't be for it. If it's like partly hidden or way to the side maybe it won't be so bad. Maybe some trees could, kind of, shield it, or something.

Mr. Baldin – Well, you can hear some of the comments we're asking him about moving it back, et cetera and so forth. Personally, it would be hard to see it. Of course, it is not up yet but when you're driving and the way the cul-de-sac is laid out and so forth, it's sort of hard to see. I don't think you will see it but by the same token, it should not be out in front of the property line.

Ms. Bettcher – I know that originally when they built, I thought the idea was to conserve as much of the natural environment as you could, so I think that was our original idea and I thought if we have a building in front, it's not going to look well at all. Okay, thank you.

Dr. Goist – I think we agree. Anybody else opposed to this variance? If not, I'll entertain a motion.

Mr. Baldin - Mr. Chairman?

2) **JASON JARDINE, OWNER, Cont'd**

Dr. Goist – Yes, Mr. Baldin?

Mr. Baldin – At this time, if Mr. Jardine is interested in making a change and agrees to making a change, do we change the numbers and vote on it?

Dr. Goist – Mr. Kolick?

Mr. Kolick – Change it to what?

Mr. Baldin – If he would move it back to what we're suggesting and so forth.

Mr. Kolick – If he moved it back, Joe, he would be in compliance if he is behind the house line, would he not?

Mr. Allen – If he moves is past the building line and 15' off the house, he doesn't even need to be here.

Mr. Baldin – Right.

Mr. Kolick – So, he wouldn't need any variance at all so there is nothing to change. He would just withdraw his request and build it where he is permitted.

Mr. Jardine – Those are the intentions at this point too.

Mr. Kolick – If you want to withdraw the request, then that is fine and then just build it where it's permitted or whatever you like.

Mr. Jardine – Whatever is easier.

Mr. Kolick – It's probably easier if you just withdraw it and then there is no official vote.

Mr. Jardine – Does that mean I get my \$50.00 back?

Mr. Kolick – No.

Mr. Baldin – I don't think so. Jason, the reason why I brought that up is I didn't see any reason – you and I have talked about this a little bit and I think that you agreed that you could move it back because you have the room to do this.

Mr. Jardine – Yes, I'm completely fine with this.

2) **JASON JARDINE, OWNER, Cont'd**

Mr. Baldin – And if you do move it back, you're in compliance. Okay?

Mr. Kolick – Just withdraw the request is the easiest way.

Dr. Goist – Jason, if you'll just request –

Mr. Jardine – I make a request to withdraw the request for the variance and put the shed where we discussed where I don't need a variance. Thank you.

Mr. Allen - Mr. Chairman?

Dr. Goist – Yes?

Mr. Allen – Jason, you'll have to resubmit a site plan. Just draw me up a new one.

Dr. Goist – Thank you.

Mr. Jardine – Thank you for your time.

**RULING: VARIANCE WITHDRAWN**

3) **FIFTH THIRD BANK, OWNER**

**Requesting a 5' Lot Width variance from Zoning Code Section 1258.08 which requires a 150' Lot Width and where a 145' Lot Width is proposed in order to build a New Bank Center; property located at the corner of Pierce Drive and Pearl Road PPN's 396-19-033 and 396-19-034 Zoned General Business.**

Dr. Goist – Our next Public Hearing is Fifth Third Bank. If you'll give us your name and address.

Mr. Weber – Jerry Weber, 13711 Madison Avenue in Lakewood, zip code 44107.

Dr. Goist – If you will explain to us what you're asking for.

Mr. Weber – Yes, briefly, Fifth Third Bank has entered into a purchase agreement for the two parcels on the northwest corner of Pearl Road and Pierce and as the existing properties measure – as far as frontage go – they measure – actually the survey came and they measure 144.99' so I'm one-hundredth of a foot off on my request for the variance. I'm requesting a 5' variance to the frontage in this zoning district for my use.

3) **FIFTH THIRD BANK, OWNER, Cont'd**

Mr. Harr - Mr. Chairman?

Dr. Goist – Yes?

Mr. Harr – Did you folks make any attempts to negotiate with any of the owners to the immediate north of you in an attempt to acquire a parcel where you would be in compliance?

Mr. Weber – I do not know. I was not party to the negotiations. I know the next parcel is 35' wide and we have been able to get our building on what we need with parking and everything with no variances other than the 45' variance.

Mr. Harr – I recognize that Fifth Third's branching has been stand alone buildings and not necessarily shared tenant space so it may not have necessarily required it and I do, from personal knowledge, and in interactions with the previous owners of the property - I am aware that they had – in exploring a number of different options – had in fact spoken with quite a few of those individuals – because there are many little sliver parcels right there and in fact found a couple of those owners were adamantly unwilling to sell their piece. So, it was very difficult. I could not recall if it was the piece immediately to your north or perhaps a couple down or what have you but we always like to explore whether or not additional land could be acquired so we wouldn't have the need for the variance.

Mr. Weber – Absolutely.

Mr. Harr – I don't have any other questions, sir.

Mr. Baldin – Mr. Chairman?

Dr. Goist – Yes, Mr. Baldin?

Mr. Baldin – Again, I concur with what Mr. Harr here said and the only problem – it's not a problem – it is an eyesore. There are old buildings over there and I think what you're going to do is going to be a great improvement and I'm sure you're not going to undertake and pave the whole driveway out there because that driveway has always been horrible to make access to any of those properties over there. So, I hope something might be done. I hope the City will take a good look at that over there. That's all I have to say.

Dr. Goist – Any other comments?

Mr. Evans - Mr. Chairman?

Dr. Goist – Yes, Mr. Evans?

3) **FIFTH THIRD BANK, OWNER, Cont'd**

Mr. Evans – I guess I'm going to express my disappointment that the Fifth Third Representative doesn't know whether or not there was a contact made with the other property owners there. I do agree with Mr. Harr that in previous discussions this Board has entertained a request for variances when there was a larger project that was planned for that and we do know that a number of the individuals had expressed at that time that they didn't want to sell their parcels. As we do redevelopment anywhere along Pearl Road or any other location in the city, there are opportunities where we can consolidate parcels. Since Fifth Third is already doing two of the parcels, I guess it would have made sense to me, if the next one was 35', that they certainly could have acquired that even if they didn't need it just to make it a legitimate parcel width of 150', and the fact that the representative doesn't have an answer is sort of disappointing to me but again, I would stress – and this is basically again, for the record, because we have other people that come in and want smaller parcels as well and we have to consider those and have to give them answers in the same way as this that, at least from previous experience, this Board was made aware of the fact that other people didn't want to sell. That was a year ago, or whatever it may have been, and things do change and people may have changed their mind and I would certainly have hoped that we would have had an answer to that, but knowing what the previous situation was, I can live with the fact that that might not have happened anyhow but again, it is a concern of this Board because we want to try and minimize the number of parcels that are out of compliance as we go forward with redevelopment in the city.

Dr. Goist - Mr. Kolick, do you have any other comments along that line?

Mr. Kolick – No, the only item that I would have is, because of the change, so we don't run into a technical problem, we should probably look at a 6' lot width variance so we aren't a tenth of a foot or something off here, and where they're proposing 144' just to round it off so that when they do a survey, if they are a couple of inches off, we don't have a problem.

Mr. Allen - Mr. Chairman? In surveying, to one-hundredth, it's okay. He is only one one-hundredth of an inch.

Mr. Kolick – Do you think that will be okay?

Mr. Allen – That will be fine. Just round it off.

Dr. Goist – To five? Are you saying to stay with five?

Mr. Allen – Yes.

Dr. Goist – Okay.

3) **FIFTH THIRD BANK, OWNER, Cont'd**

Mr. Harr - Mr. Chairman?

Dr. Goist – Yes?

Mr. Harr – While I echo Mr. Evans' comments, and it would have been nice to know what's happening with that parcel, I think from my perspective it's a definite improvement over what we have on that site right now. The current building is in very bad disrepair. No feasible means of bringing that into good shape and to Fifth Third's credit, they have been, in many, many respects, a very good corporate citizen for us here in town, and they support a number of our functions and our homecomings, and in my case, personally, the parade. So, I do appreciate their involvement there as well but I think overall, it's definitely an improvement from what we have right there. It's just a shame we can't take care of a lot of those buildings in one fell swoop. Thank you.

Dr. Goist – Any other comments Board members?

Mr. Baldin – I have no comments.

Dr. Goist – Since this is a Public Hearing if there is anyone here who would like to speak for this variance? Is there anyone here who would like to speak against this variance? Hearing none and seeing none, I would ask for a motion.

Mr. Evans – Mr. Chairman, I would like to move to approve a 5' Lot Width variance from Zoning Code Section 1258.08 which requires a 150' Lot Width and where a 145' Lot Width is proposed in order to build a New Bank Center; property located at the corner of Pierce Drive and Pearl Road PPN's 396-19-033 and 396-19-034 Zoned General Business.

Mr. Harr – Second.

Dr. Goist – We have a motion and a second. Mary, if you would call the roll please?

ROLL CALL:                      ALL AYES:                      MOTION APPROVED

Dr. Goist – Okay, now I will ask Mr. Kolick because I'm – at this point, does he go back to –

Mr. Kolick - Mr. Chairman, the applicant needs to get before the Architectural Review Board but he also needs to bring us in a consolidation plat to consolidate those two lots and he needs to get before our lighting consultant, especially for the ATM requirements, and they need to get those easements from those neighboring property owners to connect the drives.

Mr. Weber – Yes, everything that you said is in progress right now. It's all in motion.

3) **FIFTH THIRD BANK, OWNER, Cont'd**

Mr. Kolick – Okay, good. Also, bring us up a correct legal description – we didn't have a legal description attached to that purchase agreement.

Mr. Weber – I've made a request to the Legal Department from Fifth Third to look into that and in further reading, from what I'm aware – I'm an architect, I'm not an attorney, but I guess this property is part of a condominium and as soon as we get all our approvals and the property is sold off, then the condominium goes away and I think that's what those other properties were is part of a condominium arrangement with all these properties.

Mr. Kolick – Maybe, for the applicant, so you don't get held up at Planning Commission, because I know that you are on a rather tight schedule, please give me a copy of the title report then from your Legal Department. Have them send those in so we don't have a problem with it because these are condominium – these are not condominium numbers on here. That's what is throwing the –

Mr. Weber – I don't know the legal aspects of it.

Mr. Kolick – I know. That's what I'm saying, but give me a copy of the title report so we can get everything in order so you can continue pursuing it.

Mr. Weber – Okay. All right. I have a title in the back here but I think it's just on the two pieces of property.

Mr. Kolick – Have the Law Department get in touch with me. I'll talk about what they need.

Mr. Weber – I'll get it to you. Thank you very much.

Mr. Kolick – Thank you.

Mr. Baldin – Would you like to have these prints back, sir?

Mr. Weber – Sure.

**RULING: VARIANCE APPROVED**

4) **PAULA M. SOKOLOWSKI, OWNER**

**Requesting a variance from Building Code Section 1436.02 and from Zoning Code Section 1274.06 which requires a Portland Cement or concrete paver driveway and where a gravel driveway exists in order to construct a Detached Garage; property located at 20273 Drake Road PPN 394-23-041 zoned R1-75.**

Dr. Goist – Our next applicant is Paula Sokolowski. Come forward and give us your name and address please. While you are coming forward, Mr. Gawlik, you do not have to sit here throughout the whole meeting. I just wanted you to know that you are being very polite and nice but thank you and you may leave. Sorry, Ms. Sokolowski.

Ms. Sokolowski – Paula Sokolowski, 20273 Drake Road in Strongsville.

Dr. Goist – We did get some amended drawings that show that you would build a garage that is in compliance with the size, the size that you had –

Ms. Sokolowski – Right, apparently, if I'm allowed to put up a new structure, it has to be x number of square feet and I wasn't before, so I amended that on that drawing.

Dr. Goist – You know our discussion before had gone around the gravel driveway, and the fact that you have asked for a variance, and we know that our new City Code is concrete and pavers or paving bricks, and you had said that you did not want to do that, and we had offered you an alternative in two different ways, one that you could apply and say that you would put in a concrete drive or pavers and you would have a year to do that, and then at the end of that year you still could come back in and ask for an extension, and so that would give you almost two years. So, that was one option to get you to the yard surface and the other option was the suggestion that you put the garage next to your home, which you have indicated that that is not your desire.

Ms. Sokolowski – No, that wouldn't work out. There isn't a good way to attach it to the house. He would actually have to build on to the house to do it and there would be a need for a turn-around and it would be very expensive.

Dr. Goist – Board members?

Mr. Baldin – Mrs. Sokolowski, we have hatched this out over the last three or four weeks and you still have a problem with the fact that – you corrected the small number as far as the size of the garage goes. That has been taken care of but as far as the drive goes, you had made a comment that the neighbor behind you has a gravel drive and it's in very good shape and it's very solid and he maintains that very well. Did you once tell us that if you were allowed a gravel drive that he would maintain your drive? Am I correct that you told us that?

4) **PAULA M. SOKOLOWSKI, OWNER, Cont'd**

Ms. Sokolowski – Yes. Plus the landscaper that submitted the quote to revamp the current driveway, he would – if I needed him to grade it or do whatever, like in the spring after the wintertime if it would change at all, he said he would do that.

Mr. Baldin – Okay and there is just no way that you can afford to put in a concrete drive at this time?

Ms. Sokolowski – No.

Mr. Baldin – Do you think down the pike in a year or two that you might be able to do that?

Ms. Sokolowski – No. As I get one or two years closer to retirement, I don't think I'm going to have any more money than I do now. It just doesn't – it's not – I can't.

Mr. Baldin – Thank you, I have no further questions.

Mr. Evans - Mr. Chairman?

Dr. Goist - Mr. Evans?

Mr. Evans - Ms. Sokolowski, we appreciate you taking the time to talk with your contractor about the option of adding a breezeway and looking at other things. Again, I would want to say that in this type of situation, the Ordinances of the City allow us to make decisions about variances for particular reasons and oftentimes we may disagree with the way that that is laid out in particular situations because it ties our hands behind our back but unfortunately we can't legislate from our position as a Board, and unless we can figure out how to make a variance work based on the criteria that are in the ordinances, it becomes very difficult for us oftentimes because we're forced to stay with what the City has given us in order to make our decision. So, please understand that as we do a decision tonight, it doesn't necessarily reflect on you as an individual. It's the situation, the same thing as what we told Mr. Jardine, that setting precedence is something that we have to live with and City Council doesn't like us setting precedence because that's setting a – well, it's legislating is what it really comes down to. So, oftentimes we make decisions based on what the Ordinances give us permission to do.

Mr. Kolick - Mr. Chairman, just to add to that so the applicant is aware, there are certain criteria, mainly hardships that must be met before this Board can grant a variance. The Code specifically states that a financial hardship, whatever it may be, is not something that the Board can consider in determining whether a hardship exists in order to grant a variance.

Ms. Sokolowski – Well, it's a hardship to me.

**4) PAULA M. SOKOLOWSKI, OWNER, Cont'd**

Mr. Kolick - I understand that but I'm looking at and the Board is looking at what authority they have and a financial hardship is not a basis that they can consider for the reason for granting a variance. So, just so that you are aware. Thank you.

Dr. Goist – Okay. Any other comments from the Board. Being a Public Hearing, is there anyone here who would like to speak for this variance? Is there anyone who would like to speak against this variance? Hearing none and seeing none, I will entertain a motion.

Mr. Harr - Mr. Chairman, I make a motion that a request for a variance from Building Code Section 1436.02 and from Zoning Code Section 1274.06 which requires a Portland Cement or concrete paver driveway and where a gravel driveway exists in order to construct a Detached Garage; property located at 20273 Drake Road PPN 394-23-041 zoned R1-75 be approved.

Mr. Evans – Second.

Dr. Goist – We have a motion and a second. Mary, if you'll call the roll please?

ROLL CALL:                      ALL NAYS:                      MOTION DENIED

Mr. Evans – I'll just make the comment that we have all voted no regrettably.

Dr. Goist – Thank you.

Ms. Sokolowski – Okay. So, that is no. So, if I withdraw my request or – it's denied, right?

Dr. Goist – Correct.

Ms. Sokolowski – So, now my contractor has already met with the –

Mr. Kolick – Ma'am, if I can explain. From this point on you need to deal directly with the Building Department. So, if you contact the Building Department, they'll guide you through what you need to do. If you contact the Building Department tomorrow, you can talk to them.

Mr. Allen – Just have your contractor call me.

Ms. Sokolowski – Thank you.

Dr. Goist – Thank you.

**RULING:    VARIANCE DENIED**

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION**

Appeal from the decision of the Building Commissioner, pursuant to Codified Ordinance 1422.07 suspending the contractor's license of Michael Suglio, President of M & M Construction, license number 08-0867 for violations of Codified Ordinance 1422.05 (c).

Dr. Goist – Our final Public Hearing is Michael Suglio, owner of M & M Construction. If you'll come forward. Give us your name and address please.

Mr. Suglio – Michael Suglio, 12593 Ionia Court, Strongsville, Ohio 44149.

Mr. Kolick - Mr. Chairman, procedurally it would be proper, since this gentleman had his license suspended, for the Building Department to explain to the Board why the license is suspended. That's the way it should proceed, then he would have an opportunity to ask any questions that he might have and then he'll have an opportunity to speak to the Board as well. Then the Building Department after that can respond to anything. So, the proper thing to do would be to have the Building Department explain why the license is suspended and sir, you would have an opportunity to ask any questions that you have.

Mr. Suglio – Okay, so what do you want me –

Mr. Kolick – Mr. Allen will explain why the license was suspended and then you can question it from there.

Mr. Suglio – Okay. All right.

Mr. Allen – My name is Joe Allen. I'm the residential Building Official for the City of Strongsville. My address is 216 Wallace Drive in Berea, Ohio. Under Section 1422.05, the Building Commissioner has seen fit to revoke his license due to Section (c), Faulty and Defective Workmanship. There was a residence that he did a concrete patio and steps and that address is 8809 Priem Road. We received a complaint from the owner. Upon inspecting the site it was poor workmanship. The Building Commissioner, after visiting the site and reviewing the information provided by the owner felt it necessary due to the Section to revoke the applicant's license.

Mr. Kolick – Mr. Allen, if there were pictures or something that were taken by the Building Department, they should be presented to the Board and this gentleman should have an opportunity to see them as well. You can show them to him first.

Mr. Evans – The Board had the opportunity to look at them in caucus.

Mr. Kolick – We will bring them forward and make them part of the record.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Suglio – What is the level doing?

Mr. Allen – It's showing that the steps aren't level.

Mr. Suglio – Steps are never level. I've been doing it for thirty-five years.

Mr. Allen – I didn't take these pictures. What this is showing is that the steps are not level from left to right.

Mr. Kolick - Mr. Allen, if you could use the microphone so that we can hear you explain what those pictures are and then he'll have an opportunity to ask questions.

Mr. Allen – What this picture shows is the lack of flashing behind the concrete. They show that the steps are not level. They show that the risers are various heights. It's hard to see in some of the pictures that the pavement itself – the concrete – was set up too long before they put the stamps on to the pads so the impression didn't get in like it was supposed to be. In essence, what those pictures are trying to depict is showing you that the workmanship is poor. The quality workmanship is poor.

Mr. Baldin - Mr. Chairman, could I ask a question? Has there been any other complaints regarding the contractor, to your knowledge with the City?

Mr. Allen – There has been a complaint with respect to him washing out in a catch basin.

Mr. Baldin – Oh.

Mr. Allen – The concrete truck.

Mr. Suglio – That was taken care of.

Dr. Goist - Mr. Allen, do we have confirmation that there was –

Mr. Allen – We went out and observed the catch basin and the problem with the catch basin was we can see that the wash out is at the side of the basin. It's still there but the catch basin is designed to have a sump in it. The sump has water in it. It stays in there all the time. So, without backing them out, sucking out all the water, you don't know the condition of the bottom of the catch basin.

Mr. Kolick – It can be appropriate for Mr. Suglio then to address –

Mr. Suglio – Am I allowed to say something?

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Kolick – Absolutely. Use the microphone.

Mr. Suglio – Whatever the job was, I don't have record of it. My father passed away ten days after I did this job. It was \$7,800.00. I don't know. I don't have record of it. We agreed on taking \$500.00 out of the steps for the homeowners. They agreed with that to take the \$500.00 and now they turn around and come and complain about these steps. Do you know what I'm talking about?

Mr. Kolick – Mr. Suglio, so that I understand –

Mr. Suglio – I don't have record of it. I don't have the paper that they signed.

Mr. Kolick – We can't control whatever happens between you and the property owner. All we can react to is the quality of the workmanship and if the Building Commissioner has determined that the workmanship is faulty, that's the reason –

Mr. Suglio – What I'm trying to say is that I gave them those steps for free. The contract was \$7,800.00 Seventy-four hundred or seventy-three hundred for the patio. The \$500.00 got washed away. Washed their hands. I gave it to them for free and then you complain about something that you got for free. How can that be?

Mr. Kolick – Well, that is for this Board to consider.

Mr. Allen - Mr. Chairman? It's not an issue of money. It's an issue of workmanship. Whether he gave them to them for free or not it's still the question of the quality of work.

Mr. Baldin – Mr. Suglio, did you work on this job yourself?

Mr. Suglio – Yes, I did and also said that I was going to come back and redo the steps with a color hardener and reseal them and restrain them and whatever it takes to fix them. We agreed on that and then somewhere down the line they said just take \$500.00 away. They wanted the steps for free. The homeowner – the husband –

Mr. Baldin – Excuse me, the steps look like hell. I'll be honest with you. I went out there and looked at that job. I've been around construction for thirty or forty years. I know a lot of guys in the business and I think it's a poor workmanship job.

Mr. Suglio – Okay.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Baldin – Even the stamping and even your cuts in the concrete are crooked. The steps are not level and so forth. If you worked on that job in your family – you’ve got brothers and your father – you guys have been in the concrete business for years.

Mr. Soglio – We’ve been doing this all our lives. Our father passed away ten days after that job was done. I was under so much pressure.

Mr. Baldin – I’m sorry to hear that but why did you do such a bad job on this house?

Mr. Soglio – The homeowner - whatever his name is – told me don’t – the wife was yelling about the steps. He told me, “Don’t deal with my wife”. Pressure, pressure. The only thing I see wrong is those steps. So, I said, “Take \$500.00 take it off the bill” and that’s what we did.

Mr. Baldin – I have no further comment.

Mr. Soglio – You’re talking about complaints on a job about steps and you pull somebody’s license for that? That’s not right. I think –

Mr. Baldin – I think it was more than just steps and the Building Department apparently agrees. They’re more professional at inspections and so forth than I am. Even though I have been around.

Mr. Soglio – Okay. You’re talking about a patio and steps and you’re going to pull somebody’s license for that?

Mr. Baldin – If you’re not doing the job correctly, you shouldn’t be working in the city.

Mr. Soglio – I’ve had complaints in other cities before. I went and corrected the problem. I never got my license pulled.

Mr. Kolick – Mr. Chairman, for the applicant, there appears to be some pictures there that shows some washout or something on the lawn. Is that what that is?

Ms. Soglio – No, it’s from the Bobcat.

Mr. Kolick – Is there some reason that wasn’t taken care of?

Mr. Soglio – They knew about coming in with the machine to take the patio out from the beginning.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Kolick – Don't you normally as a matter of course then repair any damage to lawns or anything?

Mr. Suglio – We normally tell them ahead of time there is going to be little bit of yard – coming through with the Bobcat you're going to have some tire tracks from the machine.

Mr. Kolick – Okay but just as normal course Mr. Suglio, isn't that what you would clean up though when you leave the site, typically?

Mr. Suglio – There was nothing to clean up. It's a bare spot, that's what I see. I saw the pictures just now.

Mr. Kolick – Okay. How about that flashing? Is there some reason why the flashing wasn't installed next to the steps?

Mr. Suglio – Okay.

Mr. Kolick – Is there some reason it wasn't? Is that not part of your contract or what?

Mr. Suglio – No. We weren't supposed to put the flashing in. We were supposed to put ice guard up there. They wanted the flashing up there.

Mr. Kolick – Who wanted the flashing in?

Mr. Suglio – The homeowner's did. I had flashing to put up there like the City wants you to put up there. Ice guard is what I was going to put up there.

Mr. Kolick – And is there some reason that it wasn't put up there?

Mr. Suglio – Because they wanted that brown stuff in there.

Mr. Kolick – Wasn't there some discussion with them in advance as to what they were going to get and what they weren't?

Mr. Suglio – I can't remember.

Mr. Kolick – You can't remember. Okay. Are the homeowner's here by the way? Okay. You'll have an opportunity to speak as well. I don't know if there are any other questions of Mr. Suglio.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Evans – Mr. Suglio, I guess from a Board members standpoint here, I am concerned about the quality of work that any contractor does in our city. All of us experience different things when we go to buy products, from the level of the quality of the product to the way the product is delivered and things like that. When you say that you have had problems in other cities and they have never pulled your permit, I would like to think that perhaps Strongsville is in a position where it enforces our building codes and expects quality workmanship for our residents so that we protect our residents and you are a resident of Strongsville. I assume that you would want nothing less than quality work done when you are in the city.

Mr. Suglio – Correct. I don't want my name – I live in Strongsville. I didn't say this has happened in other cities. I may have had a complaint. Maybe two complaints. I've been in business for thirty years but I've never had my license suspended over something like this.

Mr. Evans – Well, some of that, if I read the letter from the residents correctly and even take half of what they had said in the letter as being correct, there were also a number of situations where you had the opportunity to correct what was done –

Mr. Suglio – That's not true. I was supposed to fix those steps the next day and they said take \$500.00 off the bill. That is not true right there.

Mr. Evans – Well, but I guess at this point, my concern as an individual consumer, if you offered me \$500 off steps that were done as poorly as these –

Mr. Suglio – I didn't - they offered to take – they said they were going to take \$500.00 off the bill. I offered to fix the steps.

Mr. Evans – Regardless, I would want my workmanship to be good and I would not – if somebody said I'll take \$500.00 off because you did a poor job, as a contractor I would want it to be a good job regardless and for the City to have the position of saying, Well, it was a lousy job but the contractor corrected it. Not just a discount because, certainly for the time and trouble that they went through, that would have been something that I would have expected was the contractor being willing to say, Listen, I understand that we're going to cause a little bit of hardship here. We are going to take \$500.00 off but I'm going to come back and do the stairs the right way. To take \$500.00 and leaving them an inferior product, that's not giving them free steps. That's giving them something that they are going to have to deal with and pay somebody else to come back and correct. So, I have to agree that at this point I don't think that you have upheld your end of the contract.

Mr. Suglio – From what you're telling me, why didn't they say, Let's fix the steps. I would have gone back a week later and did them.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Evans – But at that point, the steps should have been done right the first time. If you're in business –

Mr. Suglio – I understand that. I made a mistake.

Mr. Evans – At that point, I would expect you to be more than just willing to just redo the steps because of the time and inconvenience. That becomes where you want somebody to say, It was a bad job but the guy came back and he made it right and he even gave me a little bit off for my time and trouble, because as a consumer I had to put up with a lot of extra things going on.

Mr. Suglio – Okay.

Mr. Kolick - Mr. Chairman, the property owners are here. It would probably be appropriate to hear from the property owners and Mr. Suglio, you will have an opportunity to respond and you may stand on the side or sit down and let the property owner's at least explain from their viewpoint what happened.

Dr. Goist – If you would give us your name and address please.

Ms. Porter – My name is Janet Porter. I live at 8809 Priem Road and I am the homeowner for the job that Mr. Suglio performed.

Mr. Porter – My name is Larry Porter, 8809 Priem and I am also the homeowner. The steps are one of many of the problems with this job. It was just the one that I happened to feel was the most legitimate of all of what went on with this job. From day one, from the beginning, Mr. Suglio was completely abrasive and disrespectful to my home. He showed up on day one with the Bobcat and the dump truck and I expressed to him my concern because on Priem Road there is only 13' from my home and my neighbor's home and my neighbor has flowerbeds. We have flowerbeds with full-grown Rose of Sharon and I was concerned about the equipment coming up the side of the home because there isn't enough room for this large equipment. I told Mr. Suglio that I didn't want the dump truck in my back yard. I went in to my home to have my coffee and my breakfast only to look out the back window and see the dump truck in my back yard. So, he drove through the flowerbed. He drove over the top of my Rose of Sharon bushes. He tore up the roots of my oak tree. It just has been a complete horrible learning experience as well, as a first time homeowner.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Ms. Porter - I spent a lot of money on a concrete pad for my home and it's awful and it's going to require a lot of work to have it look good and as Mr. Baldin said, the cuts are crooked, the stamping is crooked, the stairs are – your eye instantly goes to the stairs. They're lopsided, they're not centered, the stonework is hanging out of the side of it, the flashing that he installed when he first installed the flashing didn't have enough flashing, he asked my husband to go to Home Depot to purchase the flashing. It's just been a horrific experience. When they began – when he formed the stairs originally, they just threw forms up and he told me – I said that doesn't look right to me. I'm not experienced with this but that doesn't look right to me and he told me, "Oh, we'll just throw them up for the inspector to see that we're going to form it and in the morning before we pour, we'll adjust it and make everything look okay." So, I do have a picture of what the original form looked like when the inspection was done. My husband is a transplant so his family is in New England so they had said, "Make sure you take lots of pictures" because we have done quite a bit of work on our home. So, they enjoy seeing the progress as we go along. So, we had taken pictures because this was quite an endeavor. So, I have the original picture from when the inspectors were there of what the form looked like. That evening I had a conversation about these stairs because a couple of friends had looked at it and said, "You know, Janet, this doesn't look right". There is nothing structurally inside these stairs. There was no rebar, there was nothing in there. It was just a hole with gravel. So, we called him and asked him, "Shouldn't we be putting rebar in here" and he got very aggressive and very angry, cussing at me, hung up on me, told me we could get rebar, which we did. We went and purchased rebar to have the next morning for him to put into the hole and I have a picture of how he just flung this rebar into the bottom of the hole.

Mr. Porter – It's all laying flat right on top of the rock and then he poured the concrete over it. I don't know if that was one of the original pictures. That was it right there.

Mr. Kolick – You should show them to the Board and after the Board sees them, Mr. Soglio should see them as well.

Mr. Porter – He wouldn't purchase the rebar. I guess that wasn't part of the contract to make those steps structurally sound. So, I had to get the rebar and that is how we installed them. It was a lot of things that are being left out as far as being threatened. In the letter that was given to the City, there is a phone call that we received from M & M Construction. The steps were a big part of it but he came right out and said, "If you all don't have \$4,600.00 cash at seven o'clock tomorrow morning, at 7:05 I will have a back hoe in your back yard pulling that concrete back out. I will do that." The following day, that Thursday that he's talking about that we agreed to the \$500.00 off, that I got up in his face and I told him, "Don't you ever threaten my family again". He said, "I wasn't threatening". The time that you said that you said that you'll bring that backhoe back into my yard to rip that patio out, you threatened me. And I let him know that. Yes, he did take \$500.00 off but that was after fighting with

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

**Mr. Porter continues** - him because he said, "I don't take money off the bill." It was originally supposed to be three steps for \$750.00. He came out and he measured and he said, "Three steps are \$750.00. Then the day he came to pour we're getting one step for \$750.00. That is not what we paid for. He said, "Well, we can't put three steps in there. I'll make two really good steps for you". And that's what we get.

Ms. Porter – I know that the pictures that you have are kind of confusing. It wasn't really clear so I have reprinted them kind of explaining what my intentions were to show in the pictures about the symmetry, the lop-sidedness, one step on the left side is only 14" where on the other side it's 19". I've done my best to try and aesthetically make this look pleasing by putting planters on it so that it doesn't look so glaringly obvious when you're sitting there – it's a focal point. Your eye naturally goes to these stairs and it's just been an awful experience that I would never wish upon anyone to experience something. So, I don't know if these will help to, kind of, explain what it is that you're looking at. On the last morning that I did finally make my last payment to Mr. Soglio, I had him sign a receipt that said that he agreed to return within 30 days to cover the stairs with a color hardening 385 brown. I paid him and he signed the receipt and the work continued. There was another incident after the receipt was signed in which Mr. Soglio fired his worker at my house. An altercation ensued with the worker and Mr. Soglio. The worker ended up leaving the premises. Mr. Soglio was in a complete rage when he returned to my home. The worker called my home and said to me, "I advise you not to let him work on your house in the state of mind that he is in. He will do nothing but cause more destruction and you will have more problems to deal with." With that advice from his worker that he had just fired, I called my husband at work and we both agreed that we were done, that he could take his tools. Please leave our premises, whatever. We needed to cut our losses here some place because it was just escalating beyond belief. We have had people come out to the house and take a look at the job. There are more problems. There is a cold – what is the cold joint – there is a joint that runs down the center of the pad. Because one half of the pad was laid – it was all framed so there was a – one half was framed and laid and then he removed that 2 by 4 frame and poured the other side. So, there is a joint between the two pads that has now been brought to my attention there should have been somehow or another – those should have been rebar or something to make sure those two pads stay connected to keep them – so, everyone we bring out just keeps telling us more and more problems with this pad and I would just hope that the Board would go with the Building Commissioner's decision to revoke the license and keep the homeowner's from having any other terrible experience.

Mr. Porter – The agreement that we had that he would come back in thirty days, I thought was taken care of that morning before I went to work. So, I went to work. I drive for the government and I get this phone call saying all of this that she just said. She was very frantic. She had to call the police. She had to call the police to get him off the property. He was worried about – she gave him a check. "Well, you're just going to cancel the check as soon

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

**Mr. Porter continues** - as I leave. You're just going to cancel the check." My neighbor had to come up from three doors down that heard Mr. Soglio yelling. I don't know – he's not that big and when he gets upset, who knows. He had to be – the police called on him to get him out of there and he went straight to the bank and cashed the check to make sure that we wouldn't cancel it.

Mr. Soglio – (unintelligible, speaking away from the microphone)

Dr. Goist – Hey, excuse me.

Mr. Kolick – You'll have an opportunity to speak.

Mr. Soglio – That's a lie. Why would I go to the bank to cash your (expletive) check? Be honest you (expletive).

Mr. Porter – The way he is addressing the Board right now is the same way he was throughout the whole ordeal at the house. From throwing cigarettes butts all over the place to urinating by my air conditioner, to being rude to my wife, to talking to his employees about my wife, to him yelling, "I will not deal with your wife anymore. I will deal with you." That's enough. This man should not be pouring concrete anymore in Strongsville. He should not.

Dr. Goist – Mr. Soglio, you may –

Mr. Soglio – Am I allowed to talk now because these are all lies that this guy is telling you.

Dr. Goist – Mr. Soglio, you may answer this –

Mr. Soglio – I have been doing this for thirty-five years and he is going to lie like that. This (expletive) is going to lie like that.

Mr. Porter – That is the quality that we get for thirty-five years.

Mr. Soglio – If this (expletive) is going lie about me, telling me – he is the one that told me, don't deal with his wife.

Mr. Baldin – Do we have to call the police again?

Mr. Soglio – No, you don't have to call the police.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Baldin – Well, then, why don't you settle down and come up to the podium. You have a chance here.

Mr. Suglio – Now? They are all lies, okay?

Dr. Goist – I will not, as Chairman of this Board, tolerate profanity as you just used and if you do again then we will call –

Mr. Suglio – Okay. I apologize but they are all – half of them – half of those are lies. Okay? He is the one that told me, “Call me on my cell phone”. Don't deal with my wife. Deal with me. He called me at night, okay? He's twisting the story the other way around.

Mr. Baldin – Did you get fully paid for this job?

Mr. Suglio – No, \$500.00 got held.

Mr. Baldin – Okay, \$500.00. Whatever it was. This was a \$7,000.00 job, correct?

Mr. Suglio – Correct.

Mr. Baldin – And they gave you all the money before the job was finished, before you finished pouring the concrete?

Mr. Suglio – No, the day I was done when we washed and saw cut and sealed.

Mr. Baldin – So, it wasn't the same day that you poured the concrete because I heard that they said you wanted the check or you wouldn't pour the concrete.

Mr. Suglio – No. I never said that. I never said that. I never collect money before I pour concrete. I have been doing this all my life. I don't do that to people. We pour the concrete –

Mr. Baldin – I wouldn't pay totally up if the job wasn't finished.

Mr. Suglio – No, we do it the day we're pouring concrete. Correct but not before. I never said that.

Mr. Baldin – That is what they're saying.

Mr. Suglio – I never said that.

Mr. Baldin – All right.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Kolick – Mr. Suglio, just a couple of questions about the pictures. Do those pictures fairly and adequately depict what is there or do they not?

Mr. Suglio – No, they're not.

Mr. Kolick – They do not. Okay, what respect do they not reflect what is really there?

Mr. Suglio – We adjusted them all before we poured the concrete. Those were taken before we poured the concrete.

Mr. Kolick – Those pictures were taken before you poured the concrete?

Mr. Suglio – The steps that are poured there.

Mr. Baldin – The rebar and the forms?

Mr. Suglio – The rebar – I bought the rebar and brought the rebar there the day I got there. He is telling you people that he went to Home Depot. That's a lie right there. I have a receipt at home. It would take me a week to find it but I will find the receipt. I went and bought the rebar the night before for that thing. I have a whole shop full of rebar. What am I worried about? Ten dollars worth of rebar? And I have to have this guy say he went and bought the rebar?

Mr. Kolick – Mr. Suglio, again, just addressing some of these points just so we can clear them up, the pictures seem to indicate there is 19" on one side of the stairs and 14" on the other. Is that correct?

Mr. Suglio – I don't know by the looks of the picture if it's 19" or 14". I don't think it was off by 5". I really doubt that.

Mr. Kolick – You don't know though what the distance are on the steps. Is that a fair statement?

Mr. Suglio – I know what the distances are. They are supposed to be equal.

Mr. Kolick – Okay, but I mean are they equal? That is my question.

Mr. Suglio – I think so.

Mr. Kolick – Do the steps lean in towards the house like they seem to be showing on the pictures?

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Suglio – No, the water runs off the steps, which it's supposed to do.

Mr. Kolick – Is there anything else in those pictures that is not the way you left it, as far as you know?

Mr. Suglio – No.

Mr. Kolick – There isn't. Okay. Those pictures should be presented to the board, Joe. Those are for the Board's files that have been presented as part of the hearing.

Dr. Goist – Mr. and Mrs. Porter, you are okay with presenting us with those? We would like to make them a part of the permanent record and Mr. Suglio, I understand that you're saying that those photos are altered.

Mr. Suglio – Are what?

Dr. Goist – Altered. Those do not depict the way that the concrete was after it was poured and the flashing that is sticking out. That does not depict – those pictures, you're saying, are altered or are not truthful?

Mr. Suglio – They are not truthful.

Mr. Kolick – Mr. Suglio, do you have any pictures that show something different than what this is?

Mr. Suglio – No.

Mr. Kolick – Okay.

Mr. Evans - Mr. Baldin?

Mr. Baldin – Yes?

Mr. Evans – I am just asking Mr. Baldin – I apologize that I did not go out because I didn't think it was necessary to look at this but I know that Mr. Baldin did – are the pictures an accurate representation of the existing conditions?

Mr. Baldin – The pictures are an accurate representation of the poor condition that that work is done in.

Mr. Evans – The exposed stone, the flashing, all of those things are existing conditions?

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Baldin – Right, correct.

Mr. Evans – Because the exposed stone could not have been altered by the homeowner or anything. That is just shoddy construction.

Mr. Baldin – It looked to me like when they pulled the forms off, it was very rough, all the concrete. It wasn't smoothed out properly and so forth and it doesn't look good.

Mr. Evans – Okay.

Mr. Baldin – Again, I would say that the steps are not even. I didn't measure it but as soon as you walk up, the way he says, you can see it with the naked eye. It's a focal point and there is something wrong and you can see that they are not even and there is a curvature that is wavy, the heights are different, the distance is different. It's very poor.

Mr. Suglio – You're talking about steps. You're talking about something that got already taken care of. We already gave the \$500.00 for the steps. Take them out.

Mr. Baldin – We don't care about the money.

Mr. Suglio – Okay, what do you care about?

Mr. Baldin – The quality of the workmanship and that is why your license was revoked was because it was very poor.

Mr. Suglio – It was suspended. It wasn't revoked.

Mr. Baldin – Suspended. Whatever.

Mr. Suglio – What about redoing the steps like we agreed on doing at first? What happened to that?

Mr. Harr - Mr. Chairman?

Dr. Goist – Yes?

Mr. Harr – In any construction project, there is always an opportunity for mistakes to be made and for mistakes to be corrected and handled in an appropriate fashion but in my estimation and for myself, when we talk about workman like quality, it is the quality of the job but it is also the quality with which the people handle themselves. It is the interaction with the client, it is the service that is provided and handling themselves in a businesslike and

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

**Mr. Harr continues** - professional manner. Some of the details that the Porter's have related to us of the way that you handled yourself in this transaction cause me as much or more concern than the actual quality of workmanship or your willingness to try to remedy that and frankly, your behavior here today has done nothing but reinforce some of their arguments.

Mr. Suglio – Well, I'm getting a little bit mad when people are lying on something that is not true. I don't like lies. I tell the truth on everything I do in life.

Mr. Harr – But this is a professional setting. It is not -

Mr. Suglio - I don't lie. Half those things those people told you are lies and you're supposed to believe them because they're the homeowner's and they pay their property taxes in Strongsville, which is wrong.

Mr. Harr – We give everyone here an opportunity to air their side of their story sir and the way that you reacted gives me great cause for concern as to the credibility of your story versus theirs as to how you handled yourself in the transaction. That is what I'm saying. That is my comment.

Dr. Goist – Thank you, Mr. Harr. I think I would like to just say that I tend to echo those same – your manner was deplorable –

Mr. Suglio – Okay, I apologize. It was horrible but I got a little upset when somebody's lying and I have to bother that guy ten days after I did this job.

Dr. Goist – but I can see that as a female lady at home alone and if you got this upset with her that she was more than intimidated and more than afraid and had every right to do what she did to protect herself. So, I'm going to ask the Board now, if there is no one else to speak for or against this, I would like to entertain a motion.

Mr. Kolick - Mr. Chairman, before we do that, is there anything else that you want to say or present to this Board Mr. Suglio?

Mr. Suglio – No.

Mr. Kolick – Okay, fine then. Now you're in a position to make a motion.

Mr. Baldin – I have no further questions at this time.

5) **MICHAEL SUGLIO, OWNER M & M CONSTRUCTION, Cont'd**

Mr. Harr - Mr. Chairman, I would make a motion that this appeal from the decision of the Building Commissioner, pursuant to Codified Ordinance 1422.07 suspending the contractor's license of Michael Suglio, President of M & M Construction, license number 08-0867 for violations of Codified Ordinance 1422.05 (c) be upheld.

Mr. Kolick - Mr. Chairman, just so it's not it's not mixed up. The correct motion should be to grant the appeal from the decision of the Building Commissioner and so that the Board is clear, if you vote yes, you are voting to grant the appeal and overrule the determination of the Building Commissioner. If you vote no, you are voting to deny the appeal and you are upholding the decision of the Building Commissioner. Just so the record is clear here.

Dr. Goist – Thank you, Mr. Kolick.

Mr. Baldin – Second.

Dr. Goist – We have a motion and a second. Mary, would you call the roll?

ROLL CALL:                      ALL NAYS:                      APPEAL DENIED

Mr. Kolick – Mr. Suglio, the Board has upheld the determination of the Building Commissioner so you license will be or is suspended and they are continuing to suspend it. Mr. Chairman, it would be appropriate to make Findings of Fact and Conclusions of Law for this matter and the other matter, which we denied here this evening. So, if the Board directs, I will do so.

**RULING:    APPEAL DENIED**

Dr. Goist – Okay. This meeting is adjourned.

Meeting adjourned at 9:15 p.m.

**Signature on File**  
Glenn Goist, Chairman

**Signature on File**  
Kathryn A. Zamrzla, Sec'y

**October 8, 2008**  
Approval Date