

Co-chairman Gary Gundelsberger called the meeting to order.

Members present: Gary Gundelsberger, Walt Matthews, Janice Warner, and Don Sharrah

Members absent: Dana Gamblin, Sharon Johnson and Margaret Bowers See

Staff present: Steve Rucker, Housing Manager; Scott Thom, Building Official; Ron Snyder, Angela Kotsopoulos, Code Compliance Officers; Sarah Chiappone, Law Clerk and Treka Parker, Clerk.

APPROVAL OF MINUTES

Upon motion of Ms. Warner and second of Mr. Matthews, the members voted to approve the minutes of the November 29, 2022, meeting. The motion passed.

Housing Development & Beautification Program 2023 Presentation

Debi Eversole, Housing Development Specialist did a presentation regarding the Beautification Program.

Who is eligible?

- A property owner in the municipal boundaries of the City of Sandusky.
- Anyone in contract to purchase property that will be owner occupied within the municipal boundaries of the City of Sandusky

What is eligible?

- Residential property containing 3 units or less
- Owner occupied and long-term rental property
- New construction of residential property
- Physical improvements to the dwelling that can be seen from the street
- Purchase of a home in the City of Sandusky

What can you do now?

- Gather your supporting documents. Applications will not be reviewed without the following:
 - **Substantial Redevelopment** – Need development plans or contractor estimates totaling over \$20,000 (excluding furnishings and appliances)
 - **Exterior Repair Program** – Need contractor estimates for work to be done
 - **Home Purchase Assistance** – Need purchase agreement and loan estimate.

*Purchase Assistance is only for applicants that will owner occupy the home.

Information and applications can be found at www.cityofsandusky.com/housing

Applications should be available online early February, 2023.

Questions can be directed to deversole@cityofsandusky.com or 419-627-5832.

Those wishing to give testimony were sworn in by Treka Parker.

OLD BUSINESS

- **Recalling EN2021-0405 April Riffle is appealing the Notice and Order of Demolition of 809 Hancock Street, Sandusky, Ohio 44870 Parcel Number 57-03140.000**
Mr. Gundelsburger – reminded those wishing to give testimony to state their name and address into the microphone.
Derek Liska 107 North Main Street, Clyde, OH passed out additional documentation for the HAB to review. I have one copy of the financial statement. My client has been approved for a home line of credit for \$57,700.00 from Huntington Bank to go towards the project. I have an assessment of the property from a Brandon Fit with the Weichert Realtors Morgan Realty Group*. He cannot be here today but it's an appraisal of the property as is and then after full completion of all improvements. *The*

Feick Design Group, Inc.'s Inspection Report dated November 27, 2022, Feick Contractors, Inc. Contract Proposal dated December 8, 2022 and The Huntington National Bank email to Agus Yana Line of Credit (\$57,700) approval dated December 23, 2022 were passed out to the Board. We have two separate proposals for structural repairs of the house. Both the stairs and the floor leveling and the addressing the wall. I have a copy of each proposal.

John Feick Business address is 224 E. Water Street, Sandusky, OH.

GG I really appreciate you being here. I have quite a few questions and hopefully you can shed some light on this for me. What is the definition of cosmetic issues as compared to structural issues?

John Feick Well structural issues and uh foundation, roof structure. Cosmetics are more paint and finishes.

GG Ok. Within these numbers, I will have to back up because from the last meeting, my additions of the numbers I added up incorrectly. I came up with \$88,250.00 and the combined costs, with the demolition included I came up with \$95,650.00. Within the cosmetic issues that are listed here there's a price tag of \$69,600.00. Can you break that down as to what exactly that covers?

John Feick For the most part it's new finishes, new flooring, new wall finishes, new ceiling finishes. There was I believe in part of that was some electrical work and plumbing work.

GG Is that cosmetic?

John Feick That's not on the cosmetic side. It's not structural. It's things broke everything between structural items and everything else.

GG Ok, so if it wasn't structural it was something else?

John Feick Yes.

GG Was air conditioning and heating included somewhere in the that \$95,650.00?

John Feick No. I have no idea with what's there works the water is not on, electric is not on, the gas is not on so there's no way that we could tell.

GG But if it were determined that nothing works in addition to the number that we know then, right?

John Feick That's correct.

GG And the same would be true for the roof estimate based on the minutes that we had was \$4,350? We don't know if that was a total roof replacement or just a patch. Do you have any idea?

John Feick I don't know what that's for.

Liska If I may interject. We were addressing the initial complaint and I believe that when John reviewed the property, he didn't actually see an issue with the roof. And that was to do patch up some places so that we're going on – that had appeared to be worn that was a separate issue altogether.

GG Ok. When you inspected this – there was a problem you couldn't look at the furnace. Wasn't accessible?

John Feick It's not accessible. It's in a closet.

GG Why couldn't you get to it?

John Feick Well, I could see it but again without being able to turn it on all I'm looking at is a box.

GG Ok. I understood it that it wasn't accessible at all.

The age of this home, will lead paint be an issue at all?

John Feick I don't know. I did not do any testing for it.

GG How about asbestos? Do you see any issues with asbestos in the house?

John Feick I didn't see any. No.

GG Are both apartments setup for functioning kitchens and bathrooms?

John Feick There's kitchens and bathrooms both up and down.

GG All everything is there?

John Feick Yes.

GG Cupboards, sinks, plumbing – everything is there?

John Feick Everything is there. Yes, that's correct.

GG Is it the intention to operate this as two units, Mr. Liska?

Liska I do believe that that's the case.

GG So we're talking about two meters, two panels, two of everything then, correct? Two hot water tanks, two furnaces...

Liska That would be correct. Yes.

GG Is that correct?

Liska Yup.

GG Ok. While you were there did you get to look at the underside of the roof?

John Feick The underside of the roof, no.

GG To determine if there was a water leakage?

John Feick The day that I was there it had rained real hard the day before and there were no evidence of leaks when I was there.

GG But you did not see the underside of the roof then.

John Feick Well, I saw the ceiling and there was no evidence of leaks.

GG What kind of a ceiling is it?

John Feick It's a hard ceiling.

GG That would take some time to leak through if it was hard.

John Feick Based on the rain the night before, no. If that roof leaked it would leak straight through.

GG Questions for Mr. Liska and Mr. Feick. You were concerned about the method in which the Building Official determined that the foundation had some issues. In fact, you were unsatisfied with it and you don't believe that there are issues according to Mr. Feick's statements that the foundation was good. Did you look at the foundation?

Feick The foundation is not observable. The siding on the outside goes all the way to the ground. On the inside there's a crawl space there's a hatch in one of the rooms towards the back. The crawl space has got about maybe 12 inches of space into it. It's in the middle of the house. There's no way to see over to the foundation walls.

GG So, there is an issue with the foundation, I'm just saying, if there is an issue, how do you deal with it?

Feick If? First off, when I went through there to see if there was a foundation issue, I went to look to see if where there's settlement. Around the perimeter of the house there's no settlement whatsoever. So, it doesn't give me any indication that there's a foundation problem on the perimeter.

GG Does the fact that it seems to be some severe wall settling and a stairway that is settling suggests that there might be a foundation issue?

Feick I don't know that for sure. What we thought was an interior wall that it was settling in the stairwell and then in the kitchen upstairs there was a wall hung chimney that was hung and the floor was settled over towards that direction. Again, that was an interior wall. So, I don't know what the settlement is until we actually get into the work. My best guess is that it is some wood that is deteriorated to some point and has allowed the wall to settle.

GG So let's add that figure into the overall figure. When you say get into the work is that included in the \$69,600 or is that into the structural amount?

Feick That's in the structural amount.

GG That's within the \$19,650 or not? Or is that going to be in addition to that?

Feick No. That was all included.

GG So, no matter what you encounter, that's going to be sufficient to cover the structural concerns.

Feick I made some assumptions that we'd have to take the stair out, tear the floor up, get down underneath, pour footing for a couple of posts, push the wall back up.

GG The work that your representative, Seth, when he gets involved in his job is there a cost associated with that in addition to what we know as far as costs associated with the job right now? Will that be

above?

Feick What I gave was a budget of what I thought the cost would be for doing the work. What Seth has done is gone through he's gone through the house, he's read my report, and he calculated exactly what it is going to cost to do the work.

Liska You have those too. That's what's up there.

GG That's what we have here?

Liska Yes. Actually, it's under budget as it sits right now.

Don Is that the 8th of December packet we got?

Liska Yes.

Don Ok.

GG I am sorry, but I did not had a chance to look at that yet.

Don If I understand this correctly, the 8 of December document is the all accompanying cost. Is that correct, all encompassing or is that an adder to the 27th of November one?

Liska So that is the actual structural portion that is to do because it really two parts to that structural assessment of roughly \$20,000. These are the actual two quotes/people for those and an additional cost to reuse the drywall, paint, and trim in that area, as well.

Don So we can do this entire project, if I read this right, total project cost \$6,600.00, plus potential for \$4,400 adder?

Liska That would be for the scope of work on that is the is that interior wall leaning with the chimney and then there's an additional one which is about roughly the same cost which is the stairwell. So, we felt we'd come in around \$18,000 if we were to do everything was it.

Don How does that compare against Mr. Feick's initial estimate?

Liska I think that it comes in about within \$1,000.

Feick What I do is provide consider a conservative budget for the work. I don't think that it should cost more than this. What they provide was an actual this is what it will cost estimate to do the work.

Don Do you put a contingency on top of that or is that included in this?

Feick Anything that's in that's required is included.

Don Is there a contingency? 20%, 10% on top of these numbers?

Feick Nothing on top. That's everything that number is all.

Don So if you find anything unforeseen.

Feick Sorry for your luck. You took the job whatever the costs are that's what it's going to cost

GG What you absorb the cost. Is that what you are saying.

Feick That's what happens, yes.

GG Ok, you provide a number this is the number. We're going with the project. You find something that is extraordinary you are not going to be renegotiating?

Feick First off, he was also including things that he doesn't know are there so he's doing exactly what I had in my report and said we needed to do. Were to tear the stairs out, get under the floor, pour a foundation, put some posts in, jack the wall back up, and rebuild the stairs. We don't think that there's anything else that could be there. Quite honestly, it may be that once they get in there be less.

GG \$57,700.00 is the maximum amount available for this to move forward on this is that what I understand?

Liska No. She has a lien. This Board asked some kind of financial viability she went in and received a loan from Huntington Bank and they approved her right back for \$57,000.00. So at that juncture but there is a substantial amount of repairs that can be done for the \$57,000 and all that includes its more than double what's for the structural. I believe Mr. Feick gave an estimate for between \$80,000-\$90,000 for 100% restoration on the property but that I don't know necessarily 100% restoration is necessary to make the house habitable.

GG Is it the intent then to fix up both units to make them both habitable for occupancy then? Is that the

intent?

Liska I do believe so. I, yeah. At this juncture my client wants to comply with what this Board wants to see out of the property and then you see other continues to run out or if she sells it to somebody else she'll make a determination at that point in time. But she's looking to make the effort to fix this property so at least gets to a sellable state so that everybody will be satisfied that this house isn't going to be a violation, a walking violation, or a hazard to anyone. What I would like for this Board to consider is the Feick Group cannot start until March is that we were to kick this 90 days from today and let them do this \$20,000 in repairs on the property and see where actually at that point in time and then we can reconvene and review where we're at and to see if then the condemnation would be at that point in time remove property to remove it at that juncture.

GG Well, I think another thing we need to take into consideration is the fact that it's got a deteriorated garage that everyone seems to believe needs to come down. I think that's something that would have to be incorporated into the immediate plan to get that underway and get it out of there regardless. You own the property and knew that when you bought it, I believe that you did. That this existed, it was in terrible shape, according to report and the recommendation is to have it removed.

Liska If this Board would like to see it removed before any consideration, I think that would be fine and reasonable because no one is disputing this garage needs to come down. We just did not want to touch the property while these proceedings are going on. I don't think that that's an unreasonable request from this Board.

GG Does anybody have any questions?

Janice I don't have any questions. I think you covered everything.

Don I do have one. Did I hear you say that you are willing to take a \$20,000 investment at this time a risk? And with the possibility of the Board saying demo it at a later date? Is that what I heard?

Liska I mean partially by the end of the day it just determined how the Board got to that determination to make that judgment but we want we think that once we do these initial repairs that there won't be a reason for condemnation.

Don My concern is if you do that kind of an investment and indeed if you discover that you cannot continue and that's quite a loss.

Liska Well my client's already looking at a \$30,000 loss, if you throw in the purchase of the price of the property, paying taxes and the fact that she's going to be stuck with the demolition cost on this. Because she's already in the hole for \$30,000. What she's going for is to actually fix this property to a point to the Board is going to acceptable to her proceeding with it. That's one heck of a loss that she's looking at already considered she's in up to \$30,000.

Gary The initial repair that you're referencing is going to involve the foundation concerns, is that right?

Feick Yes, that's correct, yeah.

Gary So you will know at that point whether it's \$20,000.00 well spent or not.

Liska Yes.

Feick Correct. The reality of what's going to happen is if you give them the 90 days, they do the work, going to have Mr. Thom going to have to go back through and reevaluate it. If they fix these problems it no longer fits your criteria as being a property that needs to be demolished.

Don Sure, that's true.

Gary Board does anybody want to make a recommendation?

Janice I would like for us to let them proceed. So, dismiss the demo. Made a motion to table the case for 90 days and see where they're at with the inspector being a part of the 90-day process to see what's going on and you (Scott Thom) bring a recommendation back to the Board.

Scott I can do that. Just have them contact me and then I will go out and do a reassessment.

Feick I do not think that 90 days is enough time. They can't even begin and do the work until March.

Janice I was thinking about the demolition of the garage. Is that what we said?

Gary We have a motion on the floor. Is there a second?

Walt I second.

Gary We have a second. Discussion.

Feick If I can interject here.

Gary Yes, sir go ahead.

Feick Feick contractors can't start work until March.

Gary I understand that.

Feick It won't be done in your 90-day time-period.

Gary You are looking for an extension up to March to begin the process where you would begin doing your assessment.

Feick Correct.

Don So we're talking 180-days.

Feick Yeah, it would make much sense.

Gary Would you like to amend your motion to extend that to 180 days?

Janice I would like to amend my motion to extend it to 180 days.

Don And one clarification request. I'm sorry. Are we going to demo the garage in 90 days?

Walt Yes.

Feick I can't answer that.

Don No. I am looking at my Board members. Can someone comment?

Liska If we're coming back in 180 days why don't we just have everything done within 180 days. The inspection will come in at that point in time you can do a reassessment of where the property is at that juncture in time and we'll and at the 180 day mark we will have both the repairs done and the garage demolished.

Don Okay.

Gary That certainly sounds agreeable. We have a second?

Janice I second on the amendment.

Gary All in favor.

Motion passed.

(This report was not presented to the HAB*).

New business:

Case No. EN20-1688 – OP76 Enterprises, Inc. is appealing the Notice and Order of Demolition for 917 Jackson Extended, Sandusky, OH 44870, Parcel #58-01917.000

Discussion regarding if a representative for the property was present or not. Only persons present were those in opposition to the appeal.

Angie Kotsopoulos, Code Compliance Officer assigned to the case gave a presentation of the conditions of the property and neighbors/concerned citizens gave testimony regarding the property and the property owner.

Sean and Linda Carroll 919 Jackson Extended stated that they lived next door to the property for about 32 years and witnessed over the years the property go downhill. **Linda Carroll** continued to give testimony regarding the change of ownership over the past 32 years, tenants, conditions of the property and neighborhood. **Sean Carroll** stated that the utilities have been shut off for at least 5 years, sink holes between the properties and foundation issues as well as opossums and other rodent problems. They stated that other neighbors are renovating their properties but nothing from this current owner. The absenteeism of the current property owner and other knowledge about Pace.

Gary did some investigating on the property owner's name OP76 Enterprises and found that 25 properties were owned under this name; and that 917 Jackson Street Ext. owed \$972.64 in outstanding tax payments; the total number \$56,863.52. He further stated that as a tax payer that pays his taxes on-time that it was particularly bothersome and the main benefactor of property taxes in this case is the Sandusky City School System who is missing out on \$32,870.94 and delinquent taxes in Perkins Township. He thanked the Carrolls for coming to the meeting and bringing issues to the HAB.

Carrolls Made comments about the City named a street after the property who refuse to pay his taxes and wanting to name a park after him. They talked about the different management companies trying to get a hold of the property owner but he's been absent and/or nonresponsive to improving the property.

Mike Anders 739 W. Park, Sandusky, OH Agreed with everything that the Carrolls and everyone else had to say about the property and the owner. He further stated he did not know about the tax issues and what has happened to the property at 917 Jackson Street Extended, as well as the safety concerns. The need for the windows to be boarded up.

Carrolls There's drug paraphernalia found on the porch and in front of the house, as well as liquor bottles where children play. They referred to the presentation regarding trees growing inside of the house, condition of the windows, nuisance issues, non-waterproofing issues, foundation issues, etc.

Angie Discussed complaints and condemnation notice and order on September 27, 2021, August 2022 received a call from Linda Carroll regarding nuisance and overgrown trees issues, October 9th a condemnation was sent to the property owner. On October 12th search warrant was obtained and Building Official declared the property as 56.55% deteriorated. There was damage to the walls and flooring, including animal feces throughout the dwelling; wood damaged by water; no running water, gas or electric; ceiling collapsed; bathroom could not be inspected due to a refrigerator blocking the entryway. There are interior and exterior structural issues.

Walt Motioned that 917 Jackson Street Extension be demolished. **Don** Second. The board voted unanimously to demolish 917 Jackson Street Extension. The motion passed.

Case No. EN22-2010 – Arthur Overton is appealing the Notice and Order of Violation for 1022 Fourth Street, Sandusky, OH 44870, Parcel #57-00256.000.

Ron Snyder, Code Compliance Officer assigned to the case gave a presentation of the October 10, 2022 notice and order of violations on the garage and his discussions with Mr. Overton on October 19, 2022. **Mr. Overton** testified that he does not believe that gutters and downspouts are needed on his garage. He explained that water runs off of his roof and spread out over the length of his garage (20 feet long) and eight foot space in between his and his neighbor's garages and on the other side it's just a yard. *Mr. Overton* continued that no one down his alley have downspouts going 4 feet away from the building. His neighbor put gutters on his garage because of the same thing that he's going through. The first night they ran over it. Now he's got a light and a big rock. Continued to ask why should he put on gutters and downspouts on his garage because it does nothing. He claimed that the National Code does not require gutters on a separate/detached garage. He felt that there were no reasons for gutters and mentioned variances, as well as showed the Board cellphone pictures of the distances between his neighbor's garage and his. He felt there's not enough distance between the two garages to install downspouts.

Board and Mr. Overton Had continued discussions regarding the reasons for why he and his neighbors should have gutters and downspouts, help with paying for maintenance (Serving Our Seniors and other funding), correcting the violations, contractors availability and **Mr. Overton** continued explained why he should not have them due to potential trips and falls.

Ron Snyder Explained that Mr. Overton's neighbor was also cited for not having gutters and downspouts on his garage and that that neighbor complied by installing same to his detached garage. Pushing Mr. Overton's timeframe out to correct the housing violations and putting a plan of action in place. The Board stated that it

would be unfair for them to waive his citation and not others who have been in non-compliance and now in compliance.

ADJOURNMENT

Gary made a motion to adjourn the meeting. Walt/Jan second the motion. All members voted in favor and the meeting was adjourned.

**NEXT MEETING:
February 28, 2023**

**Attest: Treka Parker, Housing Clerk
Date:**

**Dana Gamblin, Chairperson
Date:**