

1 STATE OF OHIO  
2 COUNTY OF TRUMBULL  
3 LORDSTOWN VILLAGE BOARD OF ZONING APPEALS MEETING  
4 Wednesday, November 19, 2025, AT 5:30 P.M.

5 IN RE:

6 Case 2025-02 Appeal by Edward Rovnak on formal zoning  
7 violations issued on September 30, 2025 and October 6,  
8 2025.

9 APPEARANCES:

10 Lordstown Village Board of Zoning Appeals  
11 Jackie Woodward, Mayor and Member of the Board  
12 Larry Tura, Chairperson and Member of the Board  
13 Thomas Czoka, Member of the Board  
14 Michelle Knox, Member of the Board  
15 Lamar Liming, Councilman and Member of the Board  
16 Matthew Ries, Solicitor  
17 Kellie Bordner, Planning & Zoning Administrator  
18 Dustin Hajnosz, Assistant Planning & Zoning  
19 Administrator

20 ALSO PRESENT:

21 Edward Rovnak  
22 Doris Pechkurow  
23 Attorney Scott Essad  
24 Travis Eastham - Fire Chief  
25 Scott McCloud - Assistant Fire Chief  
Laurie Czoka  
Martin Elder - Street Commissioner

26 PLACE: Lordstown Administration Building  
27 1455 Salt Springs Rd.  
28 Lordstown, Ohio 44481

29 REPORTER: CHASTITY FEEZLE, RPR, CRR

*Chastity M. Feezle, RPR, CRR*  
*(330) 565-0735 cfeezle27@gmail.com*

1 PROCEEDINGS OF THE LORDSTOWN VILLAGE BOARD OF  
2 ZONING APPEALS MEETING:

3  
4 (WHEREAS, the meeting before the Lordstown Village  
5 Board of Zoning Appeals commenced on Wednesday, November  
6 19, 2025, at 5:30 p.m. and proceedings were as follows:)

7 MR. TURA: I'd like to call the meeting to  
8 order. Welcome to the Village of Lordstown Board of  
9 Zoning Appeals meeting. We will be opening the meeting  
10 with the Pledge of Allegiance. Please join us.

11 (Pledge of Allegiance)

12 MR. TURA: Dustin, can we have a roll  
13 call, please?

14 MR. HAJNOSZ: Yes, sir. Mr. Czoka?

15 MR. CZOKA: Present.

16 MR. HAJNOSZ: Mr. Tura?

17 MR. TURA: Present.

18 MR. HAJNOSZ: Mrs. Knox?

19 MS. KNOX: Present.

20 MR. HAJNOSZ: Mayor Woodward?

21 MAYOR WOODWARD: Here.

22 MR. HAJNOSZ: Mr. Liming?

23 MR. LIMING: Here.

24 MR. HAJNOSZ: Solicitor Ries?

25 MR. RIES: Here.

1 MR. HAJNOSZ: Ms. Bordner?

2 MS. BORDNER: Present.

3 MR. HAJNOSZ: Dustin Hajnosz, present.

4 MR. TURA: Okay. Could I have a motion to  
5 approve today's agenda?

6 MR. CZOKA: I'll make that motion.

7 MR. TURA: Motion by Tom.

8 MR. LIMING: Second.

9 MR. TURA: Second by Mr. Liming. All in  
10 favor?

11 THE BOARD: Aye.

12 MR. TURA: Opposed?

13 (NO RESPONSE FROM THE BOARD.)

14 (VOICE VOTE: 5, AYE; 0, NAY; 0, ABSTAINED.)

15 MR. TURA: Hearing none, motion carries:  
16 Five yays, zero nays. Do I have a motion to approve the  
17 minutes of the meeting August 11th, 2025?

18 MR. LIMING: So moved.

19 MR. TURA: Okay. We have a motion by  
20 Lamar.

21 MR. CZOKA: I'll second.

22 MR. TURA: Second by Tom. All in favor?

23 THE BOARD: Aye.

24 MR. TURA: Opposed?

25 (NO RESPONSE FROM THE BOARD.)

1 (VOICE VOTE: 5, AYE; 0, NAY; 0, ABSTAINED.)

2 MR. TURA: Hearing none. Five ayes,  
3 motion carries.

4 Kellie, do we have any -- actually, Dustin, do we  
5 have any correspondence, Dustin?

6 MR. HAJNOSZ: I do not, but Kellie does  
7 have correspondence to present.

8 MS. BORDNER: Yes, sir, Mr. Chairman. On  
9 11/18/2025 I received an email from Chief Brent Milhoan,  
10 Lordstown Police Department, which states as follows:

11 Kellie, in reference to the Board of Zoning Appeals  
12 meeting that is scheduled for Wednesday, November 19,  
13 2025 at 5:30 p.m. I regret that I will not be able to  
14 attend, but I want to provide you with some information  
15 as it relates to Edward Rovnak/Bake King at 6730 Tod  
16 Avenue SW.

17 I have included as an attachment all of the CAD  
18 sheets and police reports that relate to Mr. Rovnak/Bake  
19 King and the property at 6730 Tod Avenue SW. As you can  
20 see for yourself, there are a number of them.

21 The CAD sheets and police reports include but are  
22 not limited to serving zoning papers, warrant arrests,  
23 possession of drugs, civil matters, standby with Ohio  
24 Edison to shut off the power, and alleged threat to Ohio  
25 Edison for coming on the property.

1 Over the years, the police department has received  
2 calls in reference to the condition of the property,  
3 however, those calls were referred to the zoning  
4 department. I have also been contacted personally by  
5 residents of the Village of Lordstown about the poor  
6 condition of the property, high grass, building in poor  
7 condition, junk laying around, et cetera, and I have  
8 responded to the complainant to call the zoning  
9 department.

10 I hope this is helpful for your meeting. If you  
11 need anything else from me, please let me know.

12 And it is signed by Chief Brent Milhoan, Lordstown  
13 Police Department.

14 I also have a letter dated Tuesday, November 18 by  
15 Assistant Fire Chief Scott McCloud that states as  
16 follows:

17 The Lordstown Fire Department has made multiple  
18 attempts to inspect the property --

19 MR. ESSAD: Excuse me.

20 MS. BORDNER: -- known as Bake King --

21 MR. ESSAD: Excuse me. As you know, board  
22 members, I represent Ed Rovnak. We're here tonight  
23 obviously for this appeal. Everything Ms. Bordner just  
24 read -- as I read the agenda, and as I understand the  
25 process, there's supposed to be witnesses that are sworn

1 in. The chief -- first of all, Scott is here, so I  
2 don't know that his letter should be read into the  
3 record at all. But the chief is not here. He's not a  
4 signatory to any of the violations. I haven't heard his  
5 name come up once in any of this.

6 MR. TURA: Excuse me, sir. If you'll  
7 allow me to run the meeting, we will get to that.

8 MR. ESSAD: So I'm objecting to that.

9 MR. TURA: You're doing that now.

10 MR. ESSAD: Thank you. Thank you.

11 MR. TURA: You're putting it on the  
12 record.

13 MR. ESSAD: I object. That's not somebody  
14 I can cross-examine. That's not somebody I can talk to.  
15 That's not somebody I can hear from.

16 MR. TURA: It was a correspondence that we  
17 did receive.

18 MR. ESSAD: I understand.

19 MR. TURA: But we have to read it into the  
20 record. We can't just ignore it.

21 MR. ESSAD: I understand. I just wanted  
22 to put that on the record, and --

23 MR. TURA: And you did.

24 MR. ESSAD: That's fine.

25 MR. TURA: Kellie, please continue.

1 MS. BORDNER: The Lordstown Fire  
2 Department has made multiple attempts to inspect the  
3 property known as Bake King, 6730 Tod Avenue, Lordstown,  
4 Ohio 44481, since February of 2021 after our initial  
5 inspection that revealed numerous violations, including  
6 serious hazards. We have made multiple attempts to  
7 access the property and reinspect without any  
8 communication with Mr. Edward Rovnak.

9 On August 10, 2025, I posted a notice on the  
10 business door requesting access to the building within  
11 30 days by 9/10/2025. On September 17, 2025, Mr. Rovnak  
12 contacted me and scheduled an inspection on October 24,  
13 2025 at 9:00 a.m. that morning. Mr. Rovnak contacted me  
14 and canceled the inspection due to being out of town. I  
15 attempted to reschedule, but he wasn't sure the next  
16 time he would be available. We conducted an inspection  
17 from the exterior as indicated in the report.

18 This is a violation of OFC 104.3 right of entry and  
19 Codified Ordinance of Lordstown 1501.05(b), which states  
20 whoever violates 1501.05(b) is guilty of a minor  
21 misdemeanor. Under Ohio Revised Code Title 37, Health  
22 and Safety Chapter 3737, Bake King owner Edward Rovnak  
23 may be assessed 1,000 per violation and up to 1,000 a  
24 day for not correcting violations.

25 As the fire code official, I find the property in

1 violation of OFC 110.1.1, unsafe conditions due to  
2 inadequate means of egress, electrical hazards, and fire  
3 hazards which presents a hazard to human life, the  
4 public, and first responders that may have to respond to  
5 an emergency within the building. And again, it's  
6 signed by Assistant Fire Chief Scott McCloud.

7 The Lordstown Planning and Zoning Office also had  
8 correspondence from Randy Caldwell on October 30, 2025.  
9 He's the owner of the Dairy Queen and business neighbor  
10 to the south of 6730 Tod Avenue. He said that he had a  
11 raccoon problem that migrated onto his property as a  
12 result of all the junk around 6730 Tod Avenue which  
13 accumulates repeatedly until enough people complain, and  
14 then it gets cleaned up.

15 Mr. Caldwell also stated that he has fairly  
16 regularly noticed a terrible smell which comes from the  
17 inside of the building if the doors are left open, and  
18 he does not want to say what he believes the smell stems  
19 from. Mr. Caldwell explained that he has to keep his  
20 business and property presentable at all times, and he  
21 believes that other small businesses should have to do  
22 the same and should be made to comply with zoning codes.

23 I had a telephone call today from Karen Krisher.  
24 She owns property across the street from this property  
25 and stated that it has been an eyesore for years and has

1 never operated as any type of business beneficial to the  
2 Village.

3 That's all I have.

4 MR. TURA: All right.

5 MS. BORDNER: To address the case at hand,  
6 the case caption is Case No. 2025-02, appeal by Edward  
7 Rovnak on formal zoning violations issued on  
8 September 30, 2025 and October 6, 2025.

9 We have an exhibit list as follows: Under A is the  
10 appeal under the zoning ordinance prepared by Attorney  
11 Scott Essad, which does not include the name and address  
12 section, nor the abutting property owner section as  
13 prescribed on the Village's appeal form per Lordstown  
14 Codified Ordinance 1127.06(b). It is four pages long.

15 Exhibit B is the general zoning information. It is  
16 seven pages long.

17 Exhibit C is the judgment entry redemption of  
18 property filed with Trumbull County Recorder on  
19 December 16, 2021, evidencing Rovnak's ownership of the  
20 subject property. Three pages front and back.

21 Exhibit D is the September 30, 2025 formal zoning  
22 violations notice along with photographs and proof of  
23 service. It is 15 pages long.

24 Exhibit E is the October 6, 2025 formal zoning  
25 violations notice along with photographs and email from

1 Doris Pechkurow dated October 9, 2025, accepting  
2 service. It's four pages long.

3 Exhibit F is the October 7, 2025 zoning fines  
4 invoice in the amount of \$3,150 on zoning violations  
5 issued September 30, 2025. It is one page.

6 Exhibit G is the relevant Lordstown Codified  
7 Ordinances: 1135.02, 1135.05, 1163, 1116, 1169.02,  
8 945.01. That is eight pages long.

9 Exhibit H is the Planning Commission minutes from  
10 July 10, 2012, in pertinent part, with the floor plan of  
11 proposed business use. That's three pages.

12 Exhibit I is the Lordstown Fire Department letters,  
13 unsafe/uninhabitable property inspection checklist and  
14 report, unsafe/unfit notice posted to the building, and  
15 the Lordstown Fire Department photographs of October 24,  
16 2025, along with the citation and order of February 12,  
17 2021. That is 14 pages.

18 MR. TURA: Thank you, Kellie.

19 It is the scope and jurisdiction of this board as  
20 follows: Hear and decide appeals where it is alleged  
21 there is an error in order or requirement, decision or  
22 determination made by the zoning inspector in enforcing  
23 the zoning ordinance; authorize upon appeal in specific  
24 cases a variance from the terms of the zoning ordinance,  
25 as it will not be contrary to the public interest, where

1 only to special conditions, a literal enforcement of the  
2 zoning ordinance will result in a practical difficulty.  
3 And so the spirit of the zoning ordinance shall be  
4 observed and substantial justice done.

5 In granting a variance, the board may impose such  
6 conditions as it deems necessary to protect the public  
7 health, safety, morals, and the furtherance of the  
8 purpose and the intent of the zoning Ordinance 1127.04.  
9 Issue special use permits where it is found there is no  
10 justifiable reason not to issue it, render an opinion  
11 where the Planning and Zoning Administrator has  
12 determined that he or she needs a second opinion or  
13 clarification on a portion of the code.

14 Your statement at this public hearing are not the  
15 only basis for the determination of this request. The  
16 board represents not only the vocal group at a public  
17 meeting, but those many citizens who do not attend or  
18 speak at hearings. The decision of the board shall not  
19 become fully final until the expiration of five working  
20 days from the date of the board's approval.

21 At the time -- at this time I need to swear in  
22 anyone who will be speaking at this meeting, so I would  
23 like the speakers to stand, raise your right hand, and  
24 repeat after me.

25 WHEREUPON, all those intending to speak at

1           the public hearing were duly sworn by the  
2           Chairman to speak the truth, the whole  
3           truth and nothing but the truth.

4           MR. TURA: The procedure for the public  
5           comments aspect of our hearing is as follows: All  
6           speakers must step up to the microphone and state their  
7           name and address for the record. All persons shall  
8           speak in order one by one, no discussion, no  
9           cross-examination.

10          The appellant makes the first statement. Those in  
11          favor speak next, and those against secondly. Rebuttal  
12          by the appellant is usually permitted. The members of  
13          the board will then ask for clarification or additional  
14          information, and last call for any new information that  
15          has not been previously stated.

16          Okay. Now, will the Planning and Zoning  
17          Administrator please read the case to the board and the  
18          public.

19                 MS. BORDNER: So I read the case caption,  
20                 and the Assistant Planning and Zoning Administrator will  
21                 now read the general zoning information for this case to  
22                 the board. And then it will be followed by a  
23                 presentation of the case memo that I have.

24                 MR. TURA: Okay. All right.

25                 MR. HAJNOSZ: Okay. All right. For the

1 general zoning information, Case No. 2025-02 dated  
2 November 19, 2025.

3 Applicant's name/title: Edward Rovnak, by and  
4 through legal counsel, Attorney Scott Essad. Phone  
5 number: 330-758-3082. Address: 6730 Tod Avenue SW,  
6 Warren, Ohio 44481; Parcel No. 45-092100.

7 Property owner: Edward Rovnak. Phone number:  
8 234-600-3540. Address: 4693 South Pricetown, Berlin  
9 Center, Ohio 44401.

10 Purpose of this hearing: To appeal five formal  
11 zoning violations issued on September 30th, 2025 and  
12 October 6th, 2025.

13 Addresses being affected by hearing: 6730 Tod  
14 Avenue SW, Warren, Ohio 44481.

15 Size of the parcel being affected: Two acres.

16 Existing land use: General business, commercial,  
17 B-1.

18 Presently zoned: General business, commercial,  
19 B-1.

20 Surrounding zoning and land usage: Residential R-1  
21 and general business, commercial, B-1.

22 What will be the future use of this land? General  
23 business, commercial, B-1.

24 Public utilities available: Water, sewer, gas,  
25 electric.

1 Physical environment of surrounding land: Flat  
2 area with a dilapidated-appearing parking lot area and a  
3 rear area behind the brick building, which is poorly  
4 paved, leading into a wooded and weed-infested area at  
5 the rear of the property and continuing to the north  
6 side of the parcel.

7 Past zoning history: Prior to June 2012, 6730 Tod  
8 Avenue was owned by Glen and Caren Chaney and was run as  
9 a grocery store before being leased out to California  
10 Pizza.

11 In June of 2012, Edward Rovnak on behalf of Bake  
12 King Food Service Equipment contacted Dave Harrison, the  
13 former Lordstown Planning and Zoning Administrator, and  
14 expressed a desire to sell used restaurant equipment at  
15 this location. Rovnak entered into a land contract with  
16 Chaney to ultimately purchase the subject property.  
17 Mr. Rovnak explained that the site in question was to be  
18 used as both a storage/warehouse and office facility,  
19 along with a retail establishment, much like the  
20 building/property use of Warren Fire Equipment. There  
21 were to be retail counters for public purchase of stock  
22 equipment. Mr. Rovnak explained that his two other  
23 similar facilities in Mahoning County would soon be  
24 closing and eventually transferred to this location.

25 On July 10, 2012, Rovnak presented his business to

1 Planning Commission. He said that he would have four  
2 full-time employees and that he would be open to the  
3 public from 9:00 a.m. to 5:00 p.m. Monday through Friday  
4 and 9:00 a.m. to 1:00 p.m. on Saturday. He also stated  
5 that the semitrailers and/or trucks would not be staying  
6 on-site, they were only for deliveries. He was advised  
7 to remove the current business sign and obtain a permit  
8 for new sign faces. Planning Commission gave Rovnak  
9 site plan approval so that he could open and operate his  
10 business.

11 Following discussions and a warning letter to  
12 Rovnak in April, the Planning and Zoning Office issued  
13 formal zoning violations on May 22, 2013 for high grass  
14 and weeds and failure to remove the business sign which  
15 represented a business no longer existing on-site.

16 Following further conversations which did not  
17 result in action, on May 16, 2014 formal zoning  
18 violations were again issued for failure to remove the  
19 business sign which no longer represented a bona fide  
20 business conducted upon the premises, and additionally  
21 for junk on the property, being a disconnected light  
22 pole which had been laying in the parking lot for  
23 months.

24 In June of 2014, the Planning and Zoning Office had  
25 discussions with both Rovnak and Chaney regarding the

1 removal of the old sign, which had now been at issue for  
2 approximately two years, and the light pole laying in  
3 the parking lot. Chaney explained that per the terms of  
4 the land contract, Rovnak was responsible for the care  
5 and maintenance of the facility and site.

6 On June 30th, 2014, the old sign was finally taken  
7 down, and the fallen light pole was removed. It was  
8 during conversations in June that Rovnak offered his  
9 business had not yet been up and running because he was  
10 having difficulty with the closing of his two other  
11 locations.

12 On April 14, 2016, the Planning and Zoning  
13 Administrator sent a letter to Rovnak regarding cement  
14 pylons which had been placed in the parking lot with the  
15 handwritten verbiage, "No parking. No trucks". As  
16 these represented unpermitted signage, conversations  
17 with Rovnak resulted in promises to correct the issue.  
18 Representations were also again made that his business  
19 would be opening to the public very soon and the  
20 Village's patience was appreciated. Rovnak then removed  
21 the cement pylons, waited a couple months and put them  
22 right back in the place he had had them originally.  
23 Therefore, on October 3rd, 2016, the Planning and Zoning  
24 Administrator sent a letter to Chaney about the cement  
25 pylons asking that he intercede. Chaney requested a

1 significant period of time to address the matter, as he  
2 explained that he was having his own issues with Rovnak.

3 On May 30th, 2018, the Planning and Zoning Office  
4 issued formal zoning violations against Chaney as the  
5 listed property owner for high grass and weeds,  
6 prohibited uses, junk on the property, and for violating  
7 sign regulations due to the continued placement of  
8 cement pylons as signage.

9 On June 4, 2018, Chaney advised the Planning and  
10 Zoning Office that he had initiated an eviction of  
11 Rovnak and foreclosure under Trumbull County Common  
12 Pleas Court Case 2018-CV-1062 due to Rovnak's failure to  
13 comply with the terms of the land contract. On  
14 November 19, 2019, Rovnak's motion for redemption was  
15 approved by the court, and he deposited sufficient funds  
16 with the court to satisfy Chaney's judgment against him.  
17 Rovnak now became the titled owner of the subject  
18 property per the court's judgment entry and was ordered  
19 to file that entry with the appropriate Trumbull County  
20 offices for recordation of ownership.

21 Following multiple efforts to reach Rovnak by  
22 telephone regarding cleaning up discarded equipment and  
23 other junk on the entire property, a formal zoning  
24 violation was issued on February 19, 2020 for prohibited  
25 uses. Rovnak refused to sign for certified mail. This

1 became his MO going forward, continually refusing to  
2 sign for certified mail. Photographs of property  
3 conditions were taken on March 9, 2020 by the Assistant  
4 Planning and Zoning Administrator. Between March 4,  
5 2020 and March 18, 2020 multiple emails were exchanged  
6 between the Planning and Zoning Administrator and  
7 Attorney Bruce Broyles, legal counsel for Rovnak.  
8 Rovnak was given a reasonable time to clean up the  
9 subject property. Updated photographs were taken on  
10 March 23rd, 2020 by the Planning and Zoning  
11 Administrator, and little if anything had changed.

12 On May 8, 2020, during a telephone conversation  
13 between the Planning and Zoning Administrator and  
14 Rovnak, he acknowledged previous conversations regarding  
15 the discarded equipment and the need to clean up and  
16 promised to have it cleaned up very soon. Rovnak also  
17 advised that his similar businesses in Mahoning County  
18 finally closed after over six years of trying to  
19 accomplish that, and he had no place to put the damaged  
20 equipment.

21 On June 12, 2020, during a telephone conversation  
22 between the Planning and Zoning Administrator and  
23 Rovnak, he again acknowledged and understood that he had  
24 to have the property cleaned up. He advised that he was  
25 still working through the closing of -- closing the

1 similar business in Mahoning County. He was given three  
2 days, and if not cleaned up, a new zoning violation  
3 would issue, and this matter would ultimately be taken  
4 to the court for failure to comply.

5 On June 15, 2020, formal zoning violations were  
6 issued for prohibited uses and for open storage not  
7 being a permissible use. Photos were also taken of  
8 existing conditions on the subject property by the  
9 Planning and Zoning Administrator and attached to the  
10 violation. Rovnak was personally served with the  
11 violations by an officer from the Lordstown Police  
12 Department on June 19, 2020.

13 On June 23, 2020, updated photos were taken by the  
14 Planning and Zoning Administrator. A semitrailer had  
15 been parked on the property for quite some time, not  
16 permitted. There was a truck bed for sale that had  
17 nothing to do with the business for which site plan  
18 approval was granted in 2012. Open storage of discarded  
19 damaged equipment continued. A yellow box truck was  
20 still present that he had been -- that had been on-site  
21 for a long time. Multiple complaints were received  
22 about this property from residents and Village  
23 officials. The Village solicitor advised filing formal  
24 zoning violations against Chaney to ensure the correct  
25 property owner was not- -- was notified since Rovnak had

1 yet to file the judgment entry from November 19, 2019 to  
2 effect the transfer of the property into his name.

3 Village solicitor also stated that no further leniency  
4 on fines should be given from this point as the result  
5 of repeat violations over a seven-year period of time.

6 On June 29, 2020, formal zoning violations were  
7 issued against Chaney as directed. On July 6, 2020,  
8 legal counsel for Chaney advised in writing that his  
9 client was no longer the titled owner of the property  
10 due to previous court action, and provided the certified  
11 copy of the court's order. It was also noted that the  
12 2019 property taxes were delinquent.

13 On July 16, 2020, Prosecuting Attorney A. Joseph  
14 Fritz filed charges against Rovnak with the Newton Falls  
15 Municipal Court relative to the existing zoning  
16 violations.

17 On July 29, 2020, the Lordstown Fire Department  
18 conducted a fire code inspection on the subject premises  
19 at 6730 Tod Avenue, finding over 90 violations which  
20 were identified in writing and provided to Rovnak. Over  
21 30 photographs were taken, and it was -- it was stated  
22 that the interior of the building was in deplorable  
23 condition with multiple safety hazards.

24 On September 24, 2020, the Lordstown Fire  
25 Department conducted a follow-up fire code inspection on

1 the subject premises. It was noted that the building  
2 was in the same condition as the original inspection and  
3 that the property owner stated he was mentally preparing  
4 to remedy the violations. Rovnak was given a serious  
5 hazard order and provided additional time to correct the  
6 fire code violations.

7 On September 29, 2020; November 19, 2020; and  
8 February 3, 2021, updated photographs of the exterior of  
9 the building were taken by the Planning and Zoning  
10 Administrator showing the junk accumulation to be worse  
11 than when the zoning violations were issued in June of  
12 2020.

13 On February 12, 2021, the Lordstown Fire Department  
14 conducted another fire code inspection and found there  
15 to be 13 serious violations for which Rovnak was issued  
16 a citation and order stating that if not corrected  
17 within 14 days there would be a \$1,000 fine per day, per  
18 violation, until remedied and confirmed. The Lordstown  
19 Fire Department was then denied entry into the premises  
20 despite repeated attempts until the inspection was  
21 recently scheduled for October 24, 2025. If fines were  
22 assessed against Rovnak as stated in the citation, it  
23 would be over 21 million to date.

24 On April 27, 2021, the charges against Rovnak in  
25 Newton Falls Municipal Court regarding the zoning

1 violations were adjudicated. Rovnak pled no contest,  
2 was found guilty, and was fined \$45,000, with \$40,000 of  
3 that fine being suspended if everything was removed from  
4 the property within 30 days. The property was indeed  
5 cleared, and Rovnak paid the \$5,000 fine to the court  
6 and thereby the Village on May 25th, 2021.

7 On August 25, 2021 because of the numerous  
8 complaints by residents and Village officials, formal  
9 zoning violations were again issued for prohibited uses,  
10 accumulation of junk on the exterior of the building,  
11 and for open storage which was not a permissible use in  
12 the B-1 zone district. Photographs were taken and  
13 attached to the violations. Rovnak was served with the  
14 violations by an officer of the Lordstown Police  
15 Department on August 26, 2021. It was again noted that  
16 property taxes had become further delinquent on this  
17 property. It was also during 2021 that the Planning and  
18 Zoning Administrator began to communicate with Doris  
19 Pechkurow, Rovnak's aunt, who reached out by email,  
20 promising to assist in the remediation of the property  
21 and with the zoning violations. These exterior  
22 violations were ultimately cleared, and a fine of \$1,200  
23 was paid to the Village on September 3, 2021.

24 On December 16, 2021, the judgment entry formally  
25 evidencing Rovnak's ownership of the subject property

1 was finally filed with the Trumbull County Recorder.

2 On July 22, 2024, formal zoning violations were  
3 issued against Rovnak for prohibited uses, open storage,  
4 landscaping maintenance, and high grass and weeds on the  
5 exterior of the building. Rovnak was served by an  
6 officer from the Lordstown Police Department on  
7 July 25th, 2024. The Planning and Zoning Administrator  
8 maintained email communications with Doris Pechkurow  
9 during this time as she facilitated the remediation of  
10 the issues. These violations were ultimately cleared,  
11 and a fine of \$3,000 was paid to the Village of  
12 Lordstown on August 21st, 2024.

13 History of the current case: Following several  
14 complaints from the Village officials and residents, the  
15 Assistant Planning and Zoning Administrator, Dustin  
16 Hajnosz, went to 6730 Tod Avenue to inspect the  
17 property. Photographs were taken and multiple zoning  
18 violations were noted. As a result, the formal zoning  
19 violations were issued against Rovnak on September 30th,  
20 2025 at 8:00 a.m., again setting forth the repeat issues  
21 regarding prohibited uses, open storage, landscaping  
22 maintenance, high grass and weeds on the exterior of the  
23 building. Photographs of violations were attached.  
24 Rovnak was served on October 2, 2025 by an officer from  
25 the Lordstown Police Department. The Planning and

1 Zoning Administrator also reached out to Doris Pechkurow  
2 by email, providing the zoning violations and  
3 photographs on September 30th, 2025. A follow-up  
4 inspection was conducted on October 6th, 2025 at 10:00  
5 a.m., and pictures taken by the Assistant Planning and  
6 Zoning Administrator showing several violations still  
7 remain.

8 Due to the state of the parking lot, the fact that  
9 repeat zoning violations have been issued for more than  
10 a decade, and the fact that Rovnak has failed to ever  
11 open his business in accordance with the site plan  
12 review approval received from the Planning -- Village  
13 Planning Commission, additional formal zoning violations  
14 for the surface of the parking lot and failure to  
15 operate according to the site plan review approval were  
16 issued on October 6th, 2025, along with photographs, a  
17 copy of the applicable Lordstown Codified Ordinance and  
18 a copy of the minutes from the Planning Commission  
19 meeting in 2012 when the site plan review approval was  
20 received. These violations were also provided to Doris  
21 Pechkurow, as she has continued to act on behalf of her  
22 nephew. On October 9, 2025, Doris Pechkurow accepted  
23 service on behalf of Rovnak for the additional  
24 violations.

25 On October 7, 2025, following many excuses and

1 alleged explanatory reasons for the issues at hand,  
2 Doris Pechkurow advised the Planning and Zoning Office  
3 that the zoning violations issued on September 20, 2025  
4 were cleared. Another inspection was conducted that  
5 same day, pictures again taken, and invoice for these  
6 fines on the zoning violations was created on October 7,  
7 2025. The invoice represented seven days at \$150 per  
8 violation, for a total of \$3,150 due as and for those  
9 zoning violation fines.

10 On October 11, 2025, by and through legal counsel,  
11 Rovnak appealed the zoning violations issued on  
12 September 30th, 2025 and October 6th, 2025.

13 Rovnak was scheduled to have a fire code inspection  
14 after over four years of noncompliance on October 24,  
15 2025. On that date, the Lordstown Fire Department  
16 received word from Rovnak that he was out of town and  
17 would not be available for at least two weeks to  
18 reschedule. An inspection was nonetheless conducted  
19 from exterior of the building, looking into the  
20 interior. Fire code violations were issued. Multiple  
21 pictures were taken, including of the failing structural  
22 integrity of the roof. An unsafe/uninhabitable property  
23 inspection checklist and report was completed, and  
24 notice was placed on the building to declare the  
25 building unsafe, unfit and deny entry and occupancy.

1 Was zoning changed recently? No.

2 Lordstown Village Zoning Ordinances affected and  
3 what they state in pertinent part:

4 1169.02(a) and (b) MAINTENANCE. Any landscaping  
5 shall be maintained in good order to achieve the  
6 objectives of this chapter. Any property zoned  
7 commercial and having one or more buildings shall be  
8 mowed in its entirety.

9 945.01 NOXIOUS WEEDS AND GRASS TO BE CUT. Every  
10 property owner responsible for the maintenance of lands  
11 within the Village shall be required to cut noxious  
12 weeds, grass, brush, briars, burrs, vines and other  
13 types of vegetation.

14 1135.02 USES. Open storage is not a permitted  
15 principal accessory or special use in a B-1 zoned  
16 district. Warehousing and storage are also not  
17 permitted unless within an I-1 zone district.

18 1135(b) (4) and (7) PROHIBITED USES. The following  
19 uses are example of prohibited uses applicable to any  
20 district and shall not be permitted in any district:  
21 Dumping, storing, disposing of garbage, refuse, rubbish;  
22 and junkyards, automotive graveyards or places for the  
23 collection of scrap metal, paper, rags, glass, rubber,  
24 salvage, or junk for salvage or storage purposes.

25 1163.04 OFF-STREET PARKING AND LOADING. Businesses

1 shall provide off-street parking in all parking areas.  
2 Passageways and driveways shall be surfaced with a  
3 dustless, all-weather pavement, clearly marked for car  
4 spaces and shall be adequately drained.

5 1116 and 1116.05 SITE PLAN REVIEW NOT INVOLVING NEW  
6 CONSTRUCTION. The Planning and Zoning Administrator may  
7 suspend any permit or license, issue a stop work order,  
8 file an injunction, or issue a violation notice when  
9 work is not performed as required.

10 And that's all I have on that.

11 MS. BORDNER: Mr. Rovnak's appeal from the  
12 zoning violations of September 30, 2025 and October 6,  
13 2025 is just more of the same that the Village has  
14 experienced for more than a decade from him, a  
15 nonsensical delay tactic.

16 The appellant argues that Lordstown Codified  
17 Ordinance 1135.02 does not incorporate the words "open  
18 storage not permitted," and that that description of the  
19 alleged violation is unclear and vague. The words "open  
20 storage not permitted" were placed in parentheses in the  
21 formal zoning violation for the express purpose of  
22 making clear that the open storage of unused, damaged  
23 equipment, along with other junk in a general business  
24 B-1 zone district, is not listed as a permitted  
25 principal, accessory, or special use within the code.

1 Additionally, numerous photographs were provided to  
2 Mr. Rovnak to clearly establish the nature exactly of  
3 these zoning violations, and the formal notice also  
4 specified ways in which those violations could be  
5 eliminated or corrected.

6 The same is true with regards to appellant's  
7 argument that Lordstown Codified Ordinance Sections  
8 1135.05(b) (4) and (7) are unclear as to specific  
9 application. Those code sections specifically prohibit  
10 the exact type of activity which was occurring on the  
11 subject site as evidenced by photographs provided to  
12 Rovnak.

13 The date that the fines started running was not  
14 miscalculated, contrary to appellant's assertion.  
15 Lordstown Ordinance 1125.99 states, in pertinent part,  
16 that one who violates the Village of Lordstown's zoning  
17 ordinances is subject to a fine of \$150 per day and each  
18 day a violation exists, or a violator fails to  
19 sufficiently correct the defect, is considered a  
20 separate violation which will be charged as an ongoing  
21 and continuous violation. Taken in a literal sense,  
22 appellant could've been charged fines since the day the  
23 accumulation of the junk began, and the Village was  
24 gracious to him in not doing so. Fines began with the  
25 formal zoning violation on September 30, 2025 at 8:00

1 a.m., notice of the violations, and ended the day that  
2 we were advised that those violations were resolved. We  
3 were advised of that on October 6th at 2:15 p.m., so  
4 every 24 hours. And an inspection to confirm was  
5 conducted.

6 One day prior to that inspection, a follow-up  
7 inspection was conducted and pictures were taken on  
8 October 6th. Those were taken at 10:00 a.m., two hours  
9 after the allowable time would be from 8:00 a.m.  
10 starting on September 30th, continuing every day. The  
11 inspection was conducted at 10:00 a.m. on October 6th,  
12 and the violations still existed as charged.

13 For appellant to have asserted the arguments that  
14 some of the alleged violations never existed at all, and  
15 that the Village either waived the violation or failed  
16 to assert them in a timely manner under a laches defense  
17 is simply a slap in the face to the Village of  
18 Lordstown, which has endured appellant's blatant  
19 disregard for its rules and regulations for over a  
20 decade and has nonetheless been gracious in its  
21 treatment of him.

22 Appellant's final argument that the Lordstown  
23 Codified Ordinance 1163.04 is not applicable because the  
24 area in question is not a parking area is ludicrous.  
25 Every business is required to have a parking area, and

1 in fact, based upon the information provided by Rovnak  
2 in 2012 during his original site plan review, he should  
3 have 47 stalls, properly marked in the parking area,  
4 which should have been surfaced by a dustless, durable,  
5 all-weather pavement. This never occurred, despite  
6 Rovnak's assurances that it was coming. When the  
7 parking lot fell into further disrepair and  
8 conversations, along with generous time extensions were  
9 had and granted to Rovnak, the parking area should've  
10 been brought back into compliance with the Lordstown  
11 Codified Ordinances. It never was.

12 Since coming to the Village of Lordstown, Rovnak  
13 has exhibited characteristics of an unwillingness to  
14 follow the Lordstown Codified Ordinances and clearly a  
15 history of failure to do so, despite fair and patient  
16 treatment by the Lordstown Village officials. His  
17 alleged business has never been operating in accordance  
18 with what was approved by the Lordstown Planning  
19 Commission. Based upon the actual matter of facts here,  
20 Rovnak clearly misrepresented his true business use and  
21 purpose, and the Lordstown Planning Commission, relying  
22 upon that misrepresentation, to the current extreme  
23 detriment of the Village, approved such use. In less  
24 than a year after receiving site plan approval, Rovnak  
25 began to accumulate zoning violations.

1 History has established that he fails to comply  
2 within a timely and appropriate manner, offers nothing  
3 but excuses, drags others into his web of lies, and sets  
4 a terrible example for other business owners and offers  
5 nothing of value to the Village. Even after court cases  
6 from both the original property owner and the  
7 prosecuting attorney for the Village of Lordstown,  
8 Rovnak continued to accumulate zoning violations and has  
9 paid a total of \$9,200 in violation fines to date. He  
10 has amassed a property tax delinquency of nearly  
11 \$30,000. And despite repeat assurances from his aunt,  
12 Doris Pechkurow, that payment arrangements have long  
13 since been made, the Trumbull County records show that,  
14 in fact, only a recent payment totaling \$1,652.62 has  
15 been made, likely only in response to recent comments by  
16 Village officials. And prior to this, no payments have  
17 been made at all since 2019.

18 As of the date of this writing, Rovnak still  
19 continues to evade full fire code inspections through  
20 all manner of excuses, including most recently stating  
21 on the very day of his scheduled inspection, October 24,  
22 2025, that he was out of town for two weeks and  
23 unavailable to be present for the inspection. The  
24 Lordstown Planning and Zoning Office obtained pictorial  
25 evidence from a Village official on October 25, 2025

1 which proves that despite that claim, Rovnak was, in  
2 fact, in the local area and could have been available  
3 for such fire code inspection.

4         Nonetheless, the Lordstown Fire Department was able  
5 to conduct a partial fire code inspection from the  
6 exterior of the building and has deemed the structure  
7 unsafe and unfit for habitation. Pictures were  
8 provided, including of the severely deteriorated roof,  
9 and the open storage of machinery, equipment, and/or  
10 junk at the rear of the building in a failing part of  
11 the structure which has no roof. This continues to be a  
12 zoning violation for which Rovnak should be charged. A  
13 keep out notice was also placed on the building by the  
14 Lordstown Fire Department. Again, please keep in mind  
15 that if the Lordstown Fire Department were to implement  
16 the fines on the 13 serious fire code violations which  
17 were issued in 2021, Rovnak would owe a sum over  
18 \$21 million.

19         In addition to all of this, we have submitted the  
20 property as being unfit to the Trumbull County Health  
21 Department for a determination on that. The Village  
22 plans on moving forward with declaring this property a  
23 nuisance through Village Council.

24         On November 7, 2025, at noon, the Village Planning  
25 and Zoning Department received a check from Doris

1 Pechkurow in the amount of \$3,150 for the fines on the  
2 first set of violations, which would be, again,  
3 September 30th, at 8:00 a.m., to October 6th at 8:00  
4 a.m., even though we gave him until 10:00 a.m. at that  
5 time to see if he had cleared the violations, and he  
6 still had not. So they were still present at 10:00 a.m.  
7 And that's how the calculation of seven days was made.  
8 We received that, we did not cash it, based on the fact  
9 that there was a pending appeal.

10 And therefore, based on the foregoing and the  
11 history of this property and the alleged business, the  
12 Lordstown Planning and Zoning Office respectfully  
13 requests that the zoning violations as set forth in the  
14 formal September 30th, 2025 and October 6th, 2025  
15 notices be affirmed; that the zoning violation fines of  
16 \$3,150 issued per invoice as to the September 30th, 2025  
17 violations be affirmed; and that Rovnak's site plan  
18 review approval be revoked and that the Lordstown  
19 Planning and Zoning Office be ordered to issue a stop  
20 work order to be placed on the front door of the  
21 building.

22 That's all I have.

23 MR. TURA: All right. Mr. Rovnak, if you  
24 wouldn't mind taking the microphone and present your  
25 case, unless your attorney's going to speak for you.

1 MR. ESSAD: Just give me one second while  
2 I finish taking notes.

3 MR. TURA: All righty.

4 MR. ESSAD: I have a question for the  
5 solicitor. All of these that I've been to, this is the  
6 first one that I've heard -- Mr. Tura said that there's  
7 no cross-examination of any witnesses. Why is that?

8 MR. RIES: This has just always been the  
9 procedure. I mean, it's a quasi judicial proceeding.  
10 Has there ever been cross-examination allowed?

11 MR. ESSAD: Because there is at others.  
12 So it's just here -- it's judicial, it's quasi judicial,  
13 but no cross-examination?

14 MR. RIES: That's how it's always been.

15 MR. ESSAD: Okay. That's fair.

16 MS. BORDNER: It's always been a matter  
17 of --

18 MR. ESSAD: That's okay.

19 MS. BORDNER: -- they present their case,  
20 we present our case, and the decision is made.

21 MR. ESSAD: But I get a rebuttal, though,  
22 as Mr. Tura said?

23 MR. RIES: You get a rebuttal.

24 MR. ESSAD: So let me first reiterate my  
25 objection to --

1 MR. TURA: Excuse me. Can you state your  
2 name and address for the record, first, please?

3 MR. ESSAD: Sure. No problem. Scott  
4 Essad. 5500 Market Street, Suite 99, Boardman, 44512.  
5 Sorry.

6 I want to restate my objection, and I won't waste  
7 anyone's time by going over it. But to have letters  
8 that not only contain hearsay that I can't rebut, but  
9 double hearsay in those letters, I'm objecting to all of  
10 that, and that's fine.

11 Here's, board members, why I'm going to -- do you  
12 all have -- do you all have copies of the September 30th  
13 violation in front of you?

14 And actually, I think what you're going to be  
15 looking for are -- I mean, I said the violation, but it  
16 looks like it's Exhibit D and Exhibit E. If I could get  
17 a copy of those, too, because I know you said, Dustin,  
18 that they were, like -- one was 15 pages. The one that  
19 I have isn't. Do you have a copy for me, please?

20 MS. BORDNER: We don't have an extra copy.

21 MR. HAJNOSZ: I don't have an extra one.

22 MR. ESSAD: Can I borrow one?

23 MS. BORDNER: Sure.

24 MR. ESSAD: Thanks. Is everyone with me  
25 then? All right. We'll start talking about the

1 September 30th violation. And if you'll give me a  
2 second so I can look at some of these.

3 Okay. So one of the things that has been  
4 discussed -- and so you know this and so you're clear, I  
5 know that nobody victim blames. And Ed Rovnak, I  
6 understand where he -- what his standing is, at least  
7 with the zoning department. But he's been the victim of  
8 some of these things, too.

9 That couch that is there was not his. That's been  
10 explained from the beginning. And yet despite somebody  
11 dumping it behind his building, he cleared it out. He  
12 cleared it out that day. It's not there anymore. Not  
13 only that, it was completely invisible from anywhere,  
14 from the -- from the Dairy Queen next door, from the  
15 street in front. No one could've seen that couch. It's  
16 not his.

17 The same thing goes for this -- which Ms. Bordner  
18 just echoed. The same thing goes for this issue with  
19 the parking lot. Now, there are constantly, constantly  
20 semitrucks going through that property, turning around,  
21 parking there, waiting there to make their deliveries.  
22 I am going to be showing you exhibits of all sorts of  
23 trucks parking over the years, destroying that parking  
24 lot.

25 Because let's be clear -- we'll talk about it some

1 more, but there is -- it is paved, it is dust free. All  
2 of that is there. And these semitrucks have ruined that  
3 parking lot over the years. Ed put up a sign. You  
4 heard it, your own zoning officer said it; he put up a  
5 sign saying, no trucks, no turnaround, and he had to  
6 take it down. I get it, maybe there's a process for  
7 putting up a sign. But it's not like he wasn't trying  
8 to address the issue either.

9 So I'm going to talk about these specific  
10 violations. I look at 1335.05, and all I can tell you  
11 is while some of these pictures have one couch there,  
12 there's no other junk. This is not -- no matter what  
13 you think of the property, this is not and never was a  
14 dumping ground, a junkyard. There's no old cars there.  
15 There's nothing like that. That's why we're saying  
16 there was no violation.

17 There's nothing there that when you look at your --  
18 when you look at your statute, okay, 1335.05(b)(7), that  
19 is -- it says scrap metal, paper, rags, glass, rubber,  
20 automotive graveyards. That's what your statute says.  
21 And if you look at your own pictures -- they're not  
22 yours, of course -- none of that is there. It's just  
23 not there.

24 We talked about the prohibited use of dumping,  
25 burying, reducing, disposing of, burning of garbage,

1 refuse, rubbish. Again, I don't see any of that here in  
2 these photos, okay? Now, these photos can be perceived  
3 as rough, and there's certainly a broken-down lean-to  
4 that collapsed that does need to be taken care of. But  
5 to say this is some kind of big, giant automotive --  
6 automotive graveyard, which is what your statute says,  
7 that's just not true.

8       The second violation, 1335.02, uses. It talks  
9 about -- the violation is uses, open storage not  
10 permitted. That's what it says right there in the  
11 violation. Yet, Board, I am reading the Village of  
12 Lordstown's own 1335.02, and I don't see that anywhere.  
13 I don't see in your -- in the Village's own statutes  
14 where it says the word "uses, open storage not  
15 permitted" anywhere. All this is is a description of  
16 B-1 general business zoning. That is all it is.

17       So I dare say he's been charged under the wrong  
18 statute. If there's a statute there that talks about  
19 open storage not permitted, maybe, but that's not the  
20 charge. And these must be, according to the Supreme  
21 Court, strictly construed. So that's just not there.

22       1169.02(a) and (b). This is for landscaping,  
23 maintenance, noxious weeds and whatnot. 1169.02, I  
24 argue, doesn't really apply here either. And if you  
25 look at the statute, which you have, 1169.02(a) talks

1 about fences, walls, and landscaping must be maintained  
2 in good order. Well, there are no fences here. There  
3 are no walls. Or if there's walls, I don't know that  
4 it's not being maintained in good order. Certainly  
5 there's no evidence of crumbling or cracks in those  
6 walls or anything like that.

7 Now, if you want to talk about the landscaping,  
8 there is no landscaping. True enough, in those  
9 pictures, there is some grass that's coming up from the  
10 pavement, and that has all been addressed. But there's  
11 no -- there's no landscaping of such. You know that  
12 because the building's just right around the corner, all  
13 right? There's no shrubbery. There's no trees.  
14 There's nothing like that.

15 This is your statute that again has to be strictly  
16 construed. That's section (a) of the statute. Section  
17 (b) of the statute says, any property zoned industrial  
18 or commercial shall not blah, blah, blah. Well, as I  
19 understand it, and as Dustin has already informed us,  
20 this is B-1 general business for 1305.02. This is not  
21 industrial. It's not industrial property, and that part  
22 of the statute doesn't apply.

23 So now we're talking about violation 1, 1335.05.  
24 We're talking about 1335.02 uses. That doesn't apply.  
25 1169.02(a) and (b), neither of those apply.

1           Now let's talk about 945.01. 945.01 says noxious.  
2           That's even the term that Dustin read to you, it says  
3           noxious weeds shall be cut. And then your own statute  
4           defines or attempts to define noxious weeds. And it  
5           cites to the definition of noxious weeds at Ohio  
6           Administrative Code, Chapter 901:5-31. Can we agree on  
7           that? Because that's been rescinded. In 2004, the Ohio  
8           legislature rescinded the definition of noxious weeds  
9           that you're using.

10           So let's go down where Dustin kind of details, he  
11           says, to be eliminated or corrected. Some of these  
12           things were eliminated. I'm arguing some of these  
13           things never existed. Now, Dustin does say, to remove,  
14           and he uses removing, and that's good. That's a good  
15           key -- that's a good key for us. He says, remove any  
16           placed storage, discarded equipment, junk, garbage,  
17           including pallets, which he puts in all caps. I assume  
18           that was an intentional choice. None of that is there.  
19           None of that is there anymore. None of it is there.

20           Refraining -- refraining from placing, storing or  
21           discarding, dumping, burying junk is the second  
22           identification of violation. I don't even know if  
23           that's -- if I can address that, because it says --  
24           that's a future action. It says, refrain. By the way,  
25           if you have any questions as I'm going through, I'm

1 happy to answer them.

2 MR. TURA: Oh, I wish we could, but I  
3 think that would be a little bit out of order.

4 MR. ESSAD: Okay. I mean, I would waive  
5 that order. If you want to ask me questions now, that's  
6 fine. But --

7 MR. TURA: Matt, do you see any procedural  
8 reason we wouldn't want to -- because he's covering a  
9 lot of territory, word by word, definitions. It's going  
10 to be hard for us to re-go over this all when it's our  
11 turn.

12 MR. ESSAD: And I'm not half done.

13 MR. TURA: And you're not half done.  
14 Well, we'll be here a long time.

15 MR. RIES: I mean, as long as the parties  
16 stipulate to that. I mean, this is supposed to be a  
17 fair hearing. He's putting on his case. If there's  
18 questions that you want to ask that he can address,  
19 that's the pur- -- that's the main purpose of the  
20 hearing is it's a fair hearing, and we're not going to  
21 be able to address this at the end and he's stipulating  
22 that we can go out of order, then that would be  
23 appropriate.

24 MR. ESSAD: Now, what I'm going to say is  
25 if you want to ask me any questions on what I'm saying.

1 If you're going to say to me, why didn't Ed clear those  
2 pallets in 2018, I'm not going to be able to answer  
3 that. We're not here for that either, by the way. But  
4 if you want to ask me about these Village ordinances  
5 that I'm reciting back to you and showing why they don't  
6 apply, I'm happy to answer all of those.

7 MR. TURA: Then we'll just continue the  
8 way it is, because I'm probably more on the rebuttal  
9 side.

10 MR. ESSAD: Okay. So again, so we're  
11 clear, I don't think that when you cite as a violation,  
12 refrain from doing something -- all of us have to  
13 refrain from doing certain things. We're supposed to  
14 refrain from speeding in the future in our cars, but  
15 that's not a violation of law. It's only when we do it.

16 We talk about the cutting of grass. Let's be very  
17 clear about this: The grass is only -- there's no  
18 noxious weeds, okay? There's no arborist here. These  
19 statutes -- yes, and I did say arborist, all right?  
20 These statutes must be strictly construed. And no one  
21 has identified any kind of ragweed or anything that's  
22 identified as a noxious weed here. Besides the fact  
23 that the Ohio Administrative Code has revoked that  
24 definition of noxious weeds.

25 But then we talk about grass, and it says

1 10 inches. That's when grass is considered long,  
2 10 inches. That's under your own statute. And I don't  
3 think that any of these pho- -- you know, Ms. Bordner is  
4 holding a ruler in her hand right now. It's not hard to  
5 take a ruler and put it right by the grass and confirm  
6 that. If that's not done, I don't think you can find a  
7 violation there. Again, this is your own statute that  
8 it doesn't say nine and a half inches, it doesn't say  
9 eight inches; it says ten inches or more, and there's no  
10 evidence of that. And there's certainly no evidence of  
11 noxious.

12 Removing any weeds on the entirety of the property,  
13 that's been done.

14 What are you showing me?

15 MR. CZOKA: You're saying that's not over  
16 10 inches?

17 MR. ESSAD: Show me that it is. Show me  
18 that it is. If you want to use your judgment, I'm okay  
19 with it.

20 MR. TURA: You know what, that's part of  
21 the rebuttal that I was talking about. I didn't want to  
22 get into a tit for tat, because I understand what Tom's  
23 saying, and I feel like that's the rebuttal, because I  
24 have comments on that as well.

25 MR. ESSAD: I get it. I get it. We don't

1 have any kind of objective way to measure that. We do  
2 have one objective thing, though, okay? We know that  
3 the grass has all been cut down. I don't think any of  
4 you can disagree with that, right? Okay.

5 Let's go to Exhibit E, which is the October 6th,  
6 2025 violation.

7 MAYOR WOODWARD: Did you bring anything to  
8 show that the grass was cut?

9 MR. ESSAD: Yes, as a matter of fact, I  
10 do. And I will be -- I will be showing you that. I'm  
11 just kind of trying to go through it now.

12 MS. BORDNER: I can concede that, again,  
13 the violations from the September 30, 2025 formal zoning  
14 violation were cured. It only came to my attention  
15 after the fact when the Lordstown Fire Department went  
16 over there and was able to take pictures that I was  
17 unable to take that he has a structure in the back that  
18 is falling down and that has an open roof, which  
19 wouldn't be permissible; that would be open storage. So  
20 that wouldn't be permissible. You have to have a roof  
21 on that and repair that section or tear it down  
22 completely. But as it stands, there's an open roof.

23 But I'm stating that the September 30, 2025 formal  
24 zoning violations that were issued were, in fact,  
25 cleared as of October 6 at 2:15 when the Lordstown

1 Planning and Zoning Office received an email from Doris  
2 Pechkurow, not at 8:00 a.m. when they should've been,  
3 but at 2:15 p.m., they were.

4 MR. ESSAD: And I appreciate that,  
5 Ms. Bordner. And so at least we can say --

6 MS. BORDNER: So, I mean, I'm not really  
7 sure what the point is of all of that, but they were  
8 cleared.

9 MR. ESSAD: I'm glad that that's come out  
10 now. And I wouldn't have even covered everything I just  
11 did if -- and I'm not picking on you, Dustin. I think  
12 you're a nice guy. When you had gone over the history,  
13 if you would have also said there -- you did say a lot  
14 of the past violations were cleared. You didn't say  
15 these current ones were cleared.

16 MS. BORDNER: He most certainly did.

17 MR. ESSAD: I don't --

18 MS. BORDNER: I can quote you page and  
19 verse.

20 MR. ESSAD: Okay. Fair enough.

21 MS. BORDNER: He most certainly did.

22 MR. ESSAD: So let's talk about -- let's  
23 talk about then the recent October 6th -- the more  
24 recent October 6th violations. Again, I am going to  
25 show members of the board photos. But this has been a

1 long, ongoing issue regarding the dustless, all-weather  
2 pavement.

3 Let's be clear, there is dustless, all-weather  
4 pavement there. I will offer that it is crumbling.  
5 It's old. It probably needs resurfaced. But again,  
6 because we don't victim blame, these things -- it's not  
7 crumbling because of weather or age. It's crumbling  
8 because there is repeated semitruck use of the property.  
9 Huge, giant semis that go in there, turn around  
10 regularly. Perhaps some of you have seen them before.  
11 But there's not a violation because it is dustless, and  
12 at least at one point it was durable.

13 So we talked about the violation of -- that's the  
14 first violation, 1163.04. Now we talk about the second  
15 one, 1116. I'm not even sure how to address that. Just  
16 citing a statute, a chapter in the statute, is not in  
17 itself a violation. I can't talk about that.

18 I will say that the specific violation of 1116.05,  
19 talks about it only comes into effect if the Planning  
20 and Zoning Administrator may suspend any permit,  
21 license, issue a stop work order when, quote, when work  
22 is not performed as required. Now, I don't -- I don't  
23 think that applies here, and we will talk about why.

24 But so that we can keep going, I'll go on down to  
25 the specific violations that Dustin has pointed out in

1 these violations: Resurfacing, I talked about that  
2 already. Removing all grass and weeds, we've talked  
3 about that. Marking stalls for parking spaces. I will  
4 concede that there are not 47 painted-out spots there,  
5 so we'll concede that. Of all these -- there's  
6 actually -- if you go by the -- there's five violations,  
7 but if you go by the actual points that Dustin has made,  
8 there's 12. I will concede that one about the painted  
9 parking spots.

10 Obtaining permit for business sign. This is where  
11 we say in our appeal that there's laches here, and  
12 there's waiver that comes in. Now, this is a legal  
13 argument, and I'm not a law school professor that I'm  
14 going to teach you all that. You have a solicitor that  
15 can explain it to you when you caucus.

16 But basically what this says is when you wait too  
17 long to do something, you waive the ability to do it.  
18 This meeting with Ed was 15 years ago where they talked  
19 about, oh, here's your site plan, and you're going to  
20 get a sign. And this is the first time you're bringing  
21 this up about his sign.

22 And you haven't done anything for 15 years, even  
23 though we're, what, a quarter of a mile away from his  
24 place? And how many of you drive by it every day? I  
25 understand that there's no sign there, there's just --

1 there's just the pole with the empty sign. But I'm  
2 raising that for the record. I don't expect you to be  
3 doing too much about that except to say that that is  
4 very much at play here. It's called laches, and it's  
5 called waiver. If you don't bring a violation and you  
6 know about it, you can't ever do it. All right?

7 Let me give you a good example. It's a silly  
8 example, but I'll give it to you. If your kid every  
9 night has a bedtime, clearly the bedtime is 9 o'clock.  
10 And every night that kid stays up till 10:00, 11:00,  
11 11:30, and you don't make them go to bed at their  
12 bedtime, and you do that for four years in a row, you  
13 can't all of a sudden say, Tommy, Sally, you have a  
14 bedtime, you've got to go to bed now. You can't do  
15 that. Parents can do that in real life. Government  
16 entities can't do that.

17 Registering the four stated employees with the  
18 Village Tax Department. I don't know that that's a  
19 zoning violation. And he doesn't have four employees  
20 right now. He did at the time. He did in 2012. He  
21 doesn't now.

22 Do you need me to pause, or should I keep going?

23 MAYOR WOODWARD: Do you want us to wait?

24 MS. BORDNER: Well, I guess I would have a  
25 question.

1 MR. ESSAD: Sure.

2 MS. BORDNER: If he had four employees at  
3 the time that he allegedly opened his business in 2012,  
4 we should have tax records on that. So you're telling  
5 me that he paid income tax for those four employees in  
6 2012?

7 MR. ESSAD: I'm saying that that's not a  
8 zoning violation.

9 MS. BORDNER: I'm asking the question.

10 MR. ESSAD: I can't answer that.

11 MS. BORDNER: Because this goes -- the  
12 point of this matter is this goes to the fact that he's  
13 never operated his business as he received site plan  
14 approval. That's the whole point. That's the point of  
15 the violation. So my question is, if you're saying that  
16 he in fact did have four employees -- that's what you  
17 stated on the record -- he had four employees, then were  
18 they registered with the Lordstown Tax Department, and  
19 did he in fact then pay taxes for his four employees?  
20 He's right here.

21 MR. ESSAD: Well, you know those  
22 records --

23 MS. BORDNER: He could answer for himself.

24 MR. ESSAD: Right. You have those  
25 records, I presume, from 2012.

1 MS. BORDNER: There aren't any.

2 MR. ESSAD: Okay. Well, are there any  
3 from 2012 for any --

4 MS. BORDNER: Yes. There's no employees  
5 from 2012.

6 MR. ESSAD: But that's not a zoning  
7 violation.

8 MS. BORDNER: It goes to the course of  
9 conduct. It goes to that he's never opened --

10 MR. ESSAD: There's no course of conduct  
11 by a zoning violation.

12 MS. BORDNER: He's never opened his  
13 business in accordance with site plan review approval.  
14 That is a zoning issue.

15 MR. ESSAD: If you're saying that the site  
16 plan approval was premised on having four employees,  
17 then I'm not so sure --

18 MS. BORDNER: Oh, absolutely. Please read  
19 the minutes.

20 MR. ESSAD: That was certainly discussed.

21 MR. TURA: It's his own words that he said  
22 he had four, and he's going to put on two or three more.

23 MR. ESSAD: And it doesn't say, we're  
24 granting site plan approval because he has four and he's  
25 going to put on two or three more. It doesn't say that.

1 That wasn't part of the discussion.

2 MR. TURA: No, it doesn't directly say it,  
3 but it did --

4 MR. ESSAD: You're right, it doesn't  
5 directly say it. And all of this is strictly construed  
6 against you, Mr. Tura. I get it. I get it. I  
7 understand what you're saying.

8 You know, more of the same, so I won't belabor it.  
9 His hours now are by appointment. I know that there was  
10 discussion that he would be open between 9:00 and 5:00,  
11 but again, I want to be clear about this: There is  
12 nothing in your zoning code, nothing, not one word,  
13 nothing that talks about a business must be opened at  
14 any particular hour, whether they said that in their  
15 site plan or not.

16 You have one thing in your zoning code, and it is  
17 in Chapter 7, I believe, that restricts the hours that  
18 you may solicit door to door. That is the only time you  
19 mention any kind of commercial hours at all anywhere in  
20 your entire code. So it's not a violation.

21 If Ed hung a -- now I'm being -- now I'm going  
22 farther than I should. If Ed hung a sign up in his  
23 front door that said, I know I said I was going to be  
24 open from 9:00 to 5:00, but I'm not gonna do it, that is  
25 not a zoning code violation. It can't be.

1           Obtaining regular fire inspection. This is  
2 interesting, because as someone who actually represents  
3 quite a few firefighters, departments and firefighters  
4 themselves around here, all the way up into Cuyahoga  
5 County, I have never heard, never heard that when you  
6 talk about obtaining a regular fire inspection that it's  
7 incumbent on the business to contact the fire department  
8 to come and set something up.

9           There is an exception to that, and the exception is  
10 when businesses -- and I'd be interested to see what the  
11 chief says about that, because I'm going to have some  
12 rebuttal there. There are exceptions, like when those  
13 businesses require annual inspections. Those businesses  
14 are things like day cares, hospitals, or sometimes your  
15 insurance company will require you to have a fire  
16 inspection; they will call.

17           But otherwise, what we're really talking about here  
18 for these violations is that after the fact, after the  
19 fact, after the zoning violation and after Ed appealed,  
20 the fire department said, well, we want to come out and  
21 inspect. Ed said okay. This is all part of the record.  
22 And then -- and then he canceled. I'll pay anyone in  
23 this room a thousand dollars if they can show me that no  
24 one has ever canceled their -- by the way, I can't  
25 really do that, right, because I'm not bribing anyone.

1 But that anybody has ever canceled one of their -- one  
2 of their appointments. And Ed's open to it. We will  
3 set something up.

4 Now, keep in mind -- and this is more for your  
5 solicitor when you caucus -- this was after the fact,  
6 after the violations had been made, and after the  
7 appeal; you wouldn't even cash Ed's check. He paid it  
8 because the appeal had been filed, but you expected him  
9 to get together with the fire department, without his  
10 lawyer, and he wasn't going to do it. He canceled. And  
11 I'm telling you right now the exact same thing I just  
12 told the chief before this meeting, let's set something  
13 up; call me. Probably can't do it next week because  
14 it's the holiday, Thanksgiving and all that. We'll go  
15 into the week after. We'll set something up. That's  
16 fine. People cancel.

17 So to call that a violation -- first of all, again,  
18 I want to be clear about this, it is not in your code.  
19 It's not in your code.

20 Removing any trailers that are on-site is the last  
21 violation now. And I suspect that if there were  
22 trailers -- first of all, there's no 10 inches of grass  
23 in these pictures. But I suspect that if there were  
24 trailers in this violation, you would have pictures of  
25 trailers. There are none.

1 I do have some exhibits. I apologize that I don't  
2 have enough for all of you. But I have -- I have  
3 enough. So maybe you can double up. Ms. Bordner, I'll  
4 give you the original one.

5 MS. BORDNER: Thank you.

6 MR. ESSAD: I've marked this Petitioner's  
7 Exhibit 1. And I just want to show you that these are  
8 photos of the property now that all of that grass that's  
9 actually in Defendant's Exhibit E that was coming out of  
10 the parking lot -- first of all, the grass has been cut.  
11 It's not 10 inches. And all the grass that was in the  
12 parking lot has been burned away. It's not there  
13 anymore.

14 MS. KNOX: What's the date?

15 MR. ESSAD: Last week. I can give you a  
16 more specific date, but it's last week. It's as of last  
17 week.

18 MS. PECHKUROW: Of the photo?

19 MR. ESSAD: Yeah.

20 MS. PECHKUROW: Is she asking the date of  
21 the photo?

22 MR. ESSAD: Yes.

23 MS. BORDNER: I can help you with that.  
24 The date of the petitioner's photos are October 6th,  
25 2025.

1 MS. KNOX: These are?

2 MS. BORDNER: These are the ones that we  
3 already have in our office. So I can confirm that they  
4 came from Doris Pechkurow. The Planning and Zoning  
5 Office did receive them. And that was when the  
6 violations on the first set of violations from  
7 September 30, 2025 were cleared. And these were what  
8 were provided to us.

9 MR. ESSAD: Thank you, Ms. Bordner.

10 MS. BORDNER: You're welcome.

11 MR. ESSAD: And which carries through, by  
12 the way, to the second set of violations when we talk  
13 about grass and whatnot.

14 All right. The second photos -- again, there's the  
15 original.

16 MS. BORDNER: Thank you.

17 MR. ESSAD: I'm calling these Petitioner's  
18 Exhibit 1, and now this is Petitioner's Exhibit 2.

19 MS. KNOX: Dustin took pictures the same  
20 day as they took pictures, then basically --

21 MR. HAJNOSZ: All mine are dated.

22 MS. KNOX: -- they should match. Yeah, I  
23 see yours are dated.

24 MS. BORDNER: Right. Dustin's, though,  
25 were earlier in the day when he went to inspect, because

1 that's what we were doing was inspecting every day,  
2 because the fines began to run as the day of the  
3 violation which was September 30, 2025 at 8 a.m. That's  
4 when the fines started running. So every day, at or a  
5 little after 8:00 a.m., he would go and check.

6 MR. ESSAD: So you'll see a little bit of  
7 this in Petitioner's Exhibit 1 that I gave you, but  
8 especially in Petitioner's Exhibit 2: Semitrucks.

9 These are not Bake King or Ed Rovnak's semitrucks.  
10 These are strangers that come to the property and leave  
11 tracks everywhere. They're destroying this property.

12 Ed has tried to put up a sign. I understand that  
13 he only put it up, you know, on his own, and he tried to  
14 post it, but he tried to make an effort. He also asked  
15 if he could put up a gate there, and that permission was  
16 refused. He is willing to do that. He has to do that.  
17 He wants to do that.

18 But you see there the constant -- and, look,  
19 Lordstown is a small village. I don't live here, but I  
20 do spend time here. You know where his place is. You  
21 know the proximity to the turnpike. You know the  
22 proximity to other bigger industrial businesses. This  
23 is what's constantly happening. That's not his fault.  
24 He's a victim. He's not letting it happen.

25 This is Petitioner's Exhibit 3. Board members, I

1 will tell you that this is an image of the property from  
2 space, from Google Earth. This comes from my own  
3 personal computer at work. You know that because you  
4 look at the top and you can see the websites that I  
5 waste my time on when I'm not working.

6 But I'm showing you this because when we talk about  
7 the landscaping violations, there is no landscaping.  
8 There's pavement all around the property, and then  
9 there's grass. Grass that at times the Board of Zoning  
10 may have said is long. Because all of these trees along  
11 the property line, those are not on his property line,  
12 okay? He's got everything on this side of the creek.  
13 He's got everything about three feet from the back of  
14 the pavement and about three feet from the side of the  
15 pavement. There is no landscaping. So when we talk  
16 about must keep land- -- that's one of the violations,  
17 must keep landscaping up and must do all that, there's  
18 no landscaping there. We're talking about grass; grass  
19 that's already been remediated.

20 I want to talk about what's been read to you. I  
21 understand -- and, by the way, I'm almost done. I'm not  
22 supposed to say that, because then people start to tune  
23 you out, if you hadn't tuned me out already. But I want  
24 to talk about the history of this property which was  
25 well related to us.

1           It's important for you to know that when you're  
2 making your judgment, none of that matters. Nothing he  
3 did, nothing he did in 2016 -- when he didn't even own  
4 the property, by the way -- or 2000 -- he was -- you  
5 know, it was a land contract. But nothing he did in  
6 2020 or 2021, none of that matters for your  
7 determination of the appeal of these zoning violations  
8 tonight. We're talking about these zoning violations.

9           This statement from the police chief -- I mean,  
10 just all of it -- he's not here. I don't know who he  
11 spoke to, because there's hearsay in that letter.  
12 Statements of Assistant Chief McCloud that there were  
13 multiple attempts to inspect. I haven't seen -- not  
14 only is it not a violation, not a zoning violation, I  
15 haven't seen any of that. I haven't seen emails or  
16 texts or anything like that. And we've told you that,  
17 yes, no problem, we'll make ourselves open. I  
18 understand there's a pending appeal, but we will do  
19 that.

20           Randy Caldwell who owns the Dairy Queen, the  
21 letters that Chastity, the court reporter, should use in  
22 my response to that letter are HA-HA. This is a guy who  
23 has a Dairy Queen and dumpsters with food in the back,  
24 hot dog buns, hot dogs, cones, all sorts of food stuff,  
25 ice cream, sweets, and he's saying, oh, the raccoons

1 must be making homes inside the equipment at Bake King?  
2 None of which is stored outside. It's all inside. And  
3 none of which we have any proof of, no photos, nothing.

4 All of the problems that you've had, that Lordstown  
5 has had, or claimed to have had with Ed over the years,  
6 I've never heard this raccoons nonsense before. But you  
7 know from Petitioner's Exhibit 3 that there's a bunch  
8 of -- I don't know what's at Ed's place. Well, we all  
9 know what's at Ed's place. But we all know that there's  
10 a whole bunch of woods in the back.

11 You know, all I'm going to say is this to wrap up,  
12 and we're going to use our rebuttal time, too, I'm sure:  
13 But I know that Ed Rovnak is maybe not the most popular  
14 person in Lordstown, all right, but I will say this: He  
15 is a citizen here. He's a citizen of Ohio. He is due  
16 the best judgment from you.

17 And what you have to do in your judgment, what you  
18 have to do is strictly construe the law and the facts,  
19 giving Ed Rovnak every benefit of the doubt, ma'am.  
20 You've got to give Ed every benefit of the doubt. You  
21 have charged him with statutes that don't exist or that  
22 there were no violation of, or don't apply, such as  
23 saying -- talking about industrial property upkeep, when  
24 he's B-1. It's just not there.

25 Take the violations and compare them to the

1 statutes, because that's all I did. You don't need  
2 legal training to do that. Eleven of these twelve  
3 violations, besides, as we conceded, the parking lot  
4 painting, have either been remedied or the violations  
5 don't exist.

6 Now, if you have any questions about any of that,  
7 I'm happy to answer them.

8 MS. BORDNER: I have some commentary.  
9 First of all, grass is absolutely considered a component  
10 of landscaping. So high grass, that can be determined  
11 very easily. We're not going to take pictures, take a  
12 ruler out there and take pictures. We've never done  
13 that. We don't need to do that. It's quite obvious. I  
14 know how tall I am. Dustin knows how tall he is. He  
15 knows what 10 inches is.

16 Furthermore, there's block back there. And I'm led  
17 to understand that a block is how tall?

18 MR. TURA: It's 8 inches tall and  
19 16 inches wide.

20 MS. BORDNER: So therefore it's very easy  
21 to determine that the grass and weeds in their general  
22 sense and meaning were way higher than 10 inches.

23 Mr. Rovnak does have to maintain the mowing on the  
24 north side of the parking lot up to that creek area.

25 MR. TURA: Past it technically.

1 MS. BORDNER: And, yes, past it by way of  
2 the parking lot. And all we've ever asked him to do was  
3 keep it up to the creek area. So that's something that  
4 I wanted to share.

5 The issue about people dumping things on his  
6 property, dumping junk, well, we've seen it there for  
7 quite --

8 MR. HAJNOSZ: Some time.

9 MS. BORDNER: For quite some time. It  
10 wasn't just a day. And that was with our own eyes. And  
11 we are testifying that it was there. It's absolutely  
12 visible from the Dairy Queen parking lot by us,  
13 absolutely. And I guess if he's saying that somebody is  
14 polluting his property with, you know, junk, then did he  
15 make a police report? The answer's no, because we have  
16 the police reports with regards to that property. In  
17 fact, the police chief's report and all of the police  
18 reports that were relative to this property, those are  
19 public records, so they're available.

20 Semitrucks going through the property and being  
21 parked there, I never -- you're talking about, we can't  
22 consider history, and yet that's what you're  
23 referencing, because semitrucks being on the property at  
24 this point in time were not part of these violations.  
25 And in the past when they were, Mr. Rovnak has made

1 those same arguments, and I have absolutely advised him  
2 and his aunt to absolutely place a gate up. In fact,  
3 directing him to a business just to the south, Fear  
4 Forest, who has absolutely done just that thing, to keep  
5 parking -- to keep the trucks off of his parking lot.  
6 Understood, that's the nature of the businesses on Route  
7 45, and that's not the Village's problem. They would  
8 have to work that out for themselves, and they have.

9         Saying that the junk just isn't there, and that  
10 there's no specifics with regards to the junk, our  
11 statute is all encompassing. I think you know junk when  
12 you see it. I think, again, you use the general  
13 definition of that type of term.

14         We don't have to provide pictures at all. We can  
15 go on to a property, we can examine that property, and  
16 we can state that this is the violation. But because  
17 Mr. Rovnak has been so difficult to deal with and has  
18 not followed repeatedly our zoning codes, we have begun  
19 providing him with that pictorial evidence so that he  
20 can see exactly what we're talking about.

21         And when you reference under these things of how to  
22 be limited or corrected, those are suggestions by our  
23 zoning office. Those aren't additional violations below  
24 there. So when we say --

25                 MR. ESSAD: I took that as an explanation

1 of the violations that were set above it. I understand  
2 they were filed by -- that's how I was --

3 MS. BORDNER: But then you were confusing  
4 the two. You're saying these are not violations.  
5 That's what you said. You said, under the things that  
6 we have listed to be eliminated or corrected, you would  
7 say these are not violations. They weren't meant to be.  
8 They were meant to be helpful. Mr. Rovnak has never  
9 taken anything that we've done as being helpful.

10 With regards to open storage -- and I don't know  
11 how else to explain it to you. The code shows no  
12 indication of permissible permitted principal. If  
13 you've looked at the code, it says uses. It has a  
14 column for permitted principal. It has a column for  
15 permitted accessory. It has a column for special. And  
16 under none of those detailed listings of things that  
17 are, in fact, permissible, is there anything that says  
18 that open storage is, in fact, permissible, because it  
19 is not.

20 When you talk about the landscaping and it not  
21 being applicable, Code Section 1169, you're saying it  
22 doesn't apply because he's a B-1? Well, here in the  
23 Village, commercial property is considered B-1 and B-2.  
24 It absolutely states under 1169.02(b), any property  
25 zoned industrial or commercial and having one or more

1 buildings thereon shall keep the property mowed in its  
2 entirety. He does not do that.

3         These codes that we have here are meant to be all  
4 encompassing, not to be specified. We're trying to be  
5 more gracious. And the Planning and Zoning Office has  
6 been more than gracious to Mr. Rovnak, not citing him  
7 when we should have, and trying to work with him and his  
8 aunt in trying to bring violations that we saw into  
9 compliance without issuing those violations time and  
10 again.

11         And this is not the first time that it has been  
12 brought up the fact that his business isn't operating as  
13 approved. Planning Commission absolutely considers  
14 every single thing that a -- an applicant brings to them  
15 when they come to Planning Commission and ask for site  
16 plan approval. How many employees you have? How are  
17 you going to operate your business here in the Village?  
18 What does the Village get as a benefit from your  
19 business?

20         In this case, it would be income taxes. None were  
21 ever paid. And yet, Mr. Rovnak represented that he  
22 would have four employees. You stated that. You said  
23 he did to begin with. Well, he didn't pay taxes on  
24 them. So if he did, that would be a whole nother  
25 problem, not my problem, not a zoning problem, as you've

1 said. I'm just saying, we didn't see them.

2 There's no one here tonight that can state to you  
3 that they've ever seen his business open, with quotation  
4 marks, at any point in time, with any employees. And  
5 those are considerations that Planning Commission looks  
6 at when they say to you, yes, we will approve your  
7 business to come in to this Village, because otherwise,  
8 what would the benefit to the Village be? The Planning  
9 Commission is not just going to say, sure, anyone come  
10 in, hang up your shingle, do your thing. There's got to  
11 be some value to the Village of some business coming in.

12 I'll let the fire chief and the assistant fire  
13 chief speak for themselves on some of your other issues.  
14 But those are some of the things that I wanted to  
15 address.

16 Additionally, one more thing. Petitioner's  
17 Exhibit --

18 MR. TURA: Excuse me. I would like to say  
19 that I'm allowing this to go on because I'm assuming  
20 that you have no other people that are going to speak in  
21 your favor. Is he -- do you intend on taking the stand?  
22 Because I'd like to have this in order. Because we've  
23 already moved into the rebuttal portion of it, I feel  
24 like. So unless someone else is going to talk, I will  
25 allow Kellie to continue, because it's rebutting mostly

1 what you've already said to us.

2 MR. ESSAD: Doris Pechkurow will. Judge  
3 Pechkurow.

4 MR. TURA: Well, if you're finished, then  
5 I would like to have the next --

6 MR. ESSAD: She was talking, and I think  
7 the Mayor had a question.

8 MR. TURA: Well, I kind of feel like we  
9 crossed over into rebuttal, because I have questions,  
10 too.

11 MR. ESSAD: Okay.

12 MAYOR WOODWARD: I had a legitimate  
13 question. And I'm sorry, I am losing my voice. But I  
14 did have an actual question. And that is, is  
15 Mr. Rovnak's business a legitimate business that has  
16 items for sale to anybody, to the public? Yes or no?

17 MR. ESSAD: That's hard to answer, Mayor,  
18 because --

19 MAYOR WOODWARD: Is he selling items? Yes  
20 or no?

21 MR. ESSAD: -- no one sitting here at this  
22 table, unless you own a restaurant, are going to  
23 patronize his business.

24 MAYOR WOODWARD: That's fine. By  
25 appointment only is fine. But he is selling items out

1 of the building, correct?

2 MR. ESSAD: Yes. I can tell you that  
3 because I'm the lawyer for that business.

4 MAYOR WOODWARD: So if you are a business  
5 and you are located in the Village of Lordstown, you  
6 should be filing a net profit tax return. Has Mr.  
7 Rovnak filed any net profit tax returns with the Village  
8 of Lordstown?

9 MR. ESSAD: I don't know that he's done  
10 that.

11 MAYOR WOODWARD: Then if he's not, then we  
12 can legitimately say that there is no actual business  
13 taking place in that building, unless he is filing a  
14 business tax return.

15 MR. ESSAD: Well, then we could go back to  
16 the original 2012 site plan which says there's also a  
17 warehouse there, too. It's not just office space;  
18 there's also a warehouse.

19 MAYOR WOODWARD: Okay.

20 MR. ESSAD: If you're going to hold the  
21 four employees against me, you've got to hold for me on  
22 that warehouse.

23 MAYOR WOODWARD: No, no, this isn't about  
24 the employees. This is about the business operating.  
25 If there's a business operating, open and operational,

1 with any sales going on from the building, then he  
2 should be filing a net profit tax return with the  
3 Village to show his gross revenue. If there is no  
4 revenue, there is no business.

5 MS. BORDNER: And let me remind you that  
6 warehousing and storage is not a permissible use in the  
7 commercial district. That's only a permissible use in  
8 the industrial district. And the only reason that  
9 Mr. Rovnak was given that permission here was, as we  
10 said in the history, it was done that way because Warren  
11 Fire Equipment operates in the same way that he  
12 projected that he was going to operate, in that he was  
13 going to have a business that was open to the public,  
14 retail sales being made, and also needed that storage  
15 space for that, you know, the things that he was going  
16 to sell.

17 MR. ESSAD: Do you need me to explain the  
18 business?

19 MAYOR WOODWARD: No. I just was asking if  
20 there was sales happening. If there's sales happening,  
21 then there's a business, then a tax return should be  
22 filed. Without a tax return, that tells the Village of  
23 Lordstown that there is no business actually operating  
24 there. And warehousing is not a covered use under the  
25 B-1 district. Like, you can't have a warehouse there.

1 You would have to ask for a zone change.

2 MR. ESSAD: What I would say to that is --  
3 and I don't mean to punt -- but what I would say to that  
4 is, that's not a zoning violation why we're here.

5 MAYOR WOODWARD: No, it's not.

6 MR. ESSAD: That's some other stuff that  
7 we can address.

8 MAYOR WOODWARD: You're right, that's a  
9 different issue for a different day, I would suppose,  
10 but --

11 MS. BORDNER: I would say not. It goes to  
12 the issue of whether or not that this is a business --

13 MAYOR WOODWARD: Permitted use.

14 MS. BORDNER: -- that was operating in  
15 accordance with site plan review approval.

16 MR. TURA: Let's move forward.

17 MR. ESSAD: Okay. Thank you. Thanks for  
18 the time. I know I took a lot. The rebuttal won't be  
19 as long.

20 MR. TURA: Well, that's interesting, but  
21 we'll see.

22 MR. ESSAD: Depending on what some of  
23 these guys say.

24 MR. TURA: Well, there's a lot that will  
25 be said.

1 MR. ESSAD: I gather that.

2 MS. PECHKUROW: Thank you. My name is  
3 Doris Pechkurow. I am actually a retired Common Pleas  
4 Court judge. I live in Philadelphia. And I've become  
5 involved with my nephew Ed with his activities over the  
6 last, you know, number of years. And, all right, so a  
7 couple of remarks that I just want to first start out  
8 with it seemed were kind of directed almost at me.

9 First, there was a representation that filing of  
10 the appeal was a nonsensical delay tactic. Well, I  
11 explained to Ms. Bordner that, you know, when she had  
12 reached out -- and I have been involved with my nephew  
13 for a period of years with regard to the business and in  
14 trying to work out resolutions. And I continue to do  
15 that, and I certainly intend to remain doing that.

16 And I said to Ms. Bordner, the appeal was filed  
17 because there is a lot at stake here. And so if in  
18 coming -- trying to reach some resolution, if you don't  
19 reach a resolution three months down the road, what do  
20 you do if you've given up your right to appeal to see if  
21 there might be a legal basis for a resolution? That's  
22 why an appeal was filed legally.

23 And also that it was a slap in the face for  
24 Mr. Essad to raise waiver and laches? Those are valid  
25 legal issues. Someone could commit the most disgusting,

1   horrific, horrible crime on the face of the earth, and  
2   if there was one day over the statute of limitations,  
3   there's no prosecution. It's a legal issue, period, you  
4   know? Okay.

5           So let me see. All right. With regard to repeated  
6   assurances, payment arrangements have been made. I said  
7   nothing about repeated assurances with regard to  
8   payments have been made with regard to the taxes. As  
9   far as I know, the tax board did not reach out to him to  
10   make a payment schedule. But what I said to  
11   Ms. Bordner, what I did tell her, was that I had made --  
12   I thought I had made two payments. That's what I told  
13   her. I didn't say anything that payment arrangements  
14   had been made. So I just wanted those points of  
15   clarification.

16           All right. With regard to -- oh, and one more  
17   thing, I'm sorry. Okay. The calculation. This is very  
18   small, okay, and I -- and I understand, having heard all  
19   that you had heard about my nephew's background, and  
20   this particular site, and then to hear arguments with  
21   regard to fine points of law to address or challenge  
22   the -- you know, the property, upkeep of property and so  
23   on.

24           I just want -- so it's -- I know it almost seems  
25   like it's pushing -- making a big deal out of something

1 that's little, which is the upkeep of the property,  
2 which he certainly is obligated to do. And so just one  
3 small, minor other thing. The calculation of the fine  
4 on a daily basis. First of all, it was, like -- there  
5 was almost, like, a double charge for the one violation  
6 of have -- of the sofa in the back, which he absolutely  
7 had told me way beforehand somebody had dumped that sofa  
8 back there, okay? And, yes, he should have reported it,  
9 and he didn't, but it wasn't his. And the only other  
10 item in the back was his cleaning equipment.

11 Okay. All right. So, but the calculation of days  
12 on a legal basis, if you're counting days, you have 10  
13 days to do this. You don't count the first day and do  
14 your calculations. So it's somewhat, I believe, of a  
15 misrepresentation as far as the legal basis that because  
16 there was a few hours late, he's calculated another 24  
17 hours.

18 Just, for example, I'm sorry, so if the violation  
19 notice was given 9/30 at 8:00 a.m., and on 10/1 at 4:00  
20 p.m. it was cleared, that's -- under the law, that's one  
21 day. So he should be charged with one violation and  
22 not -- you know, a fine for one day, not two days. But  
23 the way the calculation has been done, is it was seven  
24 days instead of six days. I'm sorry that that's a very  
25 minor point, but I'm just trying to make some legal

1 point.

2 All right. Now, again, with regard to the whole  
3 situation and my nephew and that -- his property and so  
4 on: When you look at the photos of this year's  
5 violation, you can see that there's a total, total,  
6 total improvement compared to even last year. Last  
7 year, in '24 it was in August, the photos and his  
8 situation was absolutely horrific. Tons of old  
9 equipment in the back, weeds galore. It was horrific.  
10 But over a year later, things have totally, vastly  
11 improved.

12 And, in fact, even with regard to the grasses, as  
13 he had been cutting them along, what had happened was  
14 that he had problems with his -- with his Hummer, and he  
15 was not able to bring his tractor to do the grass  
16 cutting. He finally had rented a truck. And the night  
17 that the police served him with notice of the  
18 September 30 violation, he was actually there, late at  
19 night, trying to clean up his grass. So if anything,  
20 the violations this year show that he has made an  
21 absolute, total, complete improvement. And I certainly,  
22 you know, am involved and intend to stay involved to  
23 make certain that he keeps up with that improvement, he  
24 keeps up with compliance and so on.

25 All right. And I just want to -- with regard to,

1 for example, the pavement and the semis, all right, the  
2 pavement is crumbled and, yes, there was grass growing  
3 up. It all had to be addressed and fixed. But he had  
4 told me way before, he's complained about semis before.  
5 I, here, a couple of years ago, one or two years ago, I  
6 came to the shop, a big semi was sitting there. The  
7 driver's there parked. And a day after we got the --  
8 you know, I had sent the photos about the corrections, I  
9 sent Ms. Bordner -- because it was the next day. I show  
10 up the next morning, and all of a sudden there are tire  
11 tracks on the pavement.

12 So the crumpling of the pavement is due in large  
13 part to the semis. And he had told me years ago that he  
14 wasn't allowed to put up a gate. And so he had put up  
15 this sign about, you know, no trespass. But the  
16 condition of the pavement, it clearly is a result of all  
17 these semis coming here.

18 All right. And just briefly -- you don't believe  
19 so? I'm sorry.

20 MAYOR WOODWARD: She asked if she was  
21 allowed to comment, but it's okay. Keep going.

22 MS. PECHKUROW: Oh, I'm sorry. Okay. And  
23 simply, again, with regard to the business and how it  
24 was set up and how it was run, all right. I do know  
25 that way back when, I was aware when he bought the

1 Lordstown property only because he had told me about it  
2 and so on. I had been to Lordstown probably a couple  
3 times years ago, and I know that he had had, like, an  
4 accountant that was on the Mahoning Avenue warehouse.  
5 And I know he had had a couple of employees there.

6 And I know that he had -- these are the things he  
7 had told me. He had planned to come here to Lordstown,  
8 and then, but those people stopped working for him.  
9 Work kind of got overwhelming. And he then was, you  
10 know, unable to fully implement.

11 But if you go into the shop, what you can see is  
12 the area that had been the store, that he was going to  
13 use for retail. He had actually set up an office there  
14 that was with a counter that he planned to implement  
15 that. So he had been taking steps that he had told me  
16 contemporaneous years ago of implementing that. But  
17 then when he lost the employees, things just got  
18 overwhelming, and he then was never able to implement  
19 that as the -- according to the description that he had  
20 given.

21 And I just want to say with regard to -- it was  
22 just the remark about the warehouse not a zoning -- and  
23 I'm certainly not -- because Mr. Dutton at your -- at  
24 your July 10, 2012 hearing, Paul Dutton asked if a  
25 warehouse is permitted use in B-1 zoning. And Denise

1 Dugan said, Warren Fire Equipment is located at 6880 Tod  
2 Avenue. And Martin Millner from Tennessee received site  
3 plan approval for a warehouse at 6850 Tod Avenue. So  
4 I'm only making that reference because I think it was  
5 said that a warehouse is not permitted at that  
6 particular location in Lordstown.

7 MS. BORDNER: No, ma'am. What I explained  
8 was, is that they were given that permission to do  
9 exactly what the other two businesses were doing based  
10 upon Mr. Rovnak's representation that he would operate  
11 the same as such.

12 MS. PECHKUROW: I think the wording -- as  
13 I've said, the wording speaks for itself. Thank you so  
14 much for the opportunity.

15 MR. TURA: All right. Thank you very  
16 much. I'd like to have Travis --

17 THE STENOGRAPHER: Can we take a  
18 five-minute break?

19 MR. TURA: Yes.

20 (Recess)

21 MR. TURA: I'd like to continue now with  
22 anyone who -- is there anyone else on your side to speak  
23 for you?

24 MR. ESSAD: No, sir.

25 MR. TURA: Okay. Thank you very much. So

1 at this time I'd like to ask anyone that would like to  
2 speak against. And I believe that Travis has some  
3 comments that he'd like to make.

4 MR. EASTHAM: I do. Travis Eastham,  
5 Lordstown Fire Chief. So to answer a couple questions,  
6 what was your last name?

7 MR. ESSAD: Scott is fine, but Scott  
8 Essad.

9 MR. EASTHAM: Essad?

10 MR. ESSAD: Yes.

11 MR. EASTHAM: So to answer some of your  
12 comments, questions, things of that nature, I have never  
13 once -- I've been doing this for 34 years, and I've been  
14 the fire chief for 16. I have never once asked a  
15 business to come to me to do a fire inspection. We do  
16 annual fire inspections per the Ohio Fire Code, which we  
17 adopt every time there's a new addition through our  
18 codes.

19 106.2 says you will, as a business owner, get an  
20 inspection done annually by the fire department. We  
21 follow the same laws that the Ohio Fire Code has stated.  
22 We don't have -- we have a few separate ones that are  
23 for things outside of the fire code, but we follow the  
24 Ohio Fire Code.

25 So it bothers me whenever you say that he should've

1 came to me for -- like, I was -- you made it sound like  
2 I was waiting for him to come to me.

3 MR. ESSAD: I was trying to say the  
4 opposite.

5 MR. EASTHAM: What's that?

6 MR. ESSAD: I was trying to say the  
7 opposite.

8 MR. EASTHAM: Well, you said he should  
9 come to me.

10 MR. ESSAD: That's what he was cited for.

11 MR. EASTHAM: When you call the guy over  
12 and over and over -- we used to play the game in the  
13 station on how to call. We would use star 67 so it  
14 would come up unknown. We would try every phone in the  
15 station. We would try each other's cell phones. And if  
16 he did answer, he would act like he couldn't hear you or  
17 something or he'd hang up. And you couldn't get ahold  
18 of him. There was one time that we actually got him to  
19 answer the door while he was in the building by one of  
20 us going to the back of the building and waiting at the  
21 door while the other ones knocked on the front door  
22 until he popped his head out.

23 So how do you go in and do a fire inspection on a  
24 building -- and I'll tell you the story. Today, I spent  
25 three hours, myself and my assistant, on another

1 business in the Village with the State Fire Marshal's  
2 Office with the inspector for the State Fire Marshal for  
3 this area and Chief Snyder from the State Fire Marshal's  
4 Office.

5 I kind of explained the situation we're getting  
6 into with this one. They were mesmerized we gave you  
7 this much leniency. They said we should've locked this  
8 door in 2021. We should've padlocked the building,  
9 condemned it, and it should've been gone.

10 I'm a person -- I'm a very reasonable person, very  
11 reasonable. I try and do the right thing. I don't like  
12 to hurt small businesses. I don't like to hurt people  
13 that are trying to make a living. I feel everyone  
14 should have a right to that. But when we can't do our  
15 job and make this safe for people living in our Village  
16 and the people that potentially could be inside his  
17 building, I've failed if I can't make it safe.

18 So I don't see the sense of moving it forward with  
19 fixing, repairing. This has been going on for years.  
20 It's not like it happened yesterday. So that's what I  
21 had to say about this situation.

22 You said we could go up there anytime. You said it  
23 here on the record, and you said it to me before the  
24 meeting. I'm available. We'll go after this. I'd like  
25 to take everyone at this dais and everyone out here.

1 Because if you walked into that building, you would walk  
2 out and you would say, oh, my God, it needs to go.

3 There's nothing left to -- it's probably the worst  
4 building that I've been in that is still standing. Open  
5 wires. There is so many open wires hanging from that  
6 building. You can see them in the pictures. If you  
7 look at the pictures that we took on this last time, you  
8 can see the wires hanging from the ceiling.

9 There's no ceiling tiles left. That's your fire  
10 break. That's what keeps the fire from spreading to the  
11 structural steel. Every one of these tiles in this room  
12 have a burn rate. It's supposed to hold the fire for so  
13 long.

14 That's just what you can see from the outside. The  
15 last time I was in that building, the breaker box looked  
16 like a giant pile of spaghetti with wires coming from  
17 every direction with no cover on it. Like, they're not  
18 even coming through the sides of the boxes.

19 MR. TURA: Just right in the front.

20 MR. EASTHAM: Just right in the front.

21 220 lines hooked in here. Everywhere. Just a complete  
22 train wreck. Assistant Chief McCloud went up recently,  
23 came back. How many propane bottles were in there?

24 MR. McCLOUD: They're all gone now.

25 MR. EASTHAM: But how many were in there?

1 MR. McCLOUD: But five or six propane  
2 tanks just throughout the building.

3 MR. EASTHAM: Twenty, hundred-pound  
4 bottles?

5 MR. McCLOUD: Yeah, big ones, little ones,  
6 just bunches of them.

7 MR. EASTHAM: Just all through the  
8 building. They're not allowed to be in the building.

9 MR. TURA: What were they doing with them?

10 MR. EASTHAM: I don't know.

11 MR. McCLOUD: We don't know. We can't get  
12 access to the building.

13 MR. EASTHAM: We can't get access. You  
14 can't go in and do a fire inspection. So how do we do  
15 our job in making sure the public is safe, he's safe to  
16 be in the building, my firefighters are safe if the  
17 building catches on fire? How do we do that if we can't  
18 enter the building?

19 And I understand what he's telling me. He's saying  
20 we can go up there, make an appointment with me. He's  
21 not the business owner. He never came to me and said,  
22 hey, Chief, I'm representing him, I'll take you in. I  
23 don't know how to find you. I can't even speak to him.  
24 How do I get ahold of you? You know what I'm saying?  
25 So you're making all these nice, we can do this, we can

1 do that, but you didn't do it. You didn't come to me  
2 and say, Chief, I'm representing Ed Rovnak in this.  
3 I'll take you.

4 Everyone had to be aware. I know his aunt was  
5 aware through the zoning office. No one ever said, hey,  
6 we better get the fire department up here to let them do  
7 their job. I don't get it.

8 So does anyone have any questions for me before I  
9 leave?

10 MR. TURA: That's the only questions I  
11 had, Travis, and that was how he was operating this  
12 business when it looked like the pictures you showed us.

13 MR. EASTHAM: Yeah, I mean, and the thing  
14 it was, the pictures we have from 2021, that were in the  
15 original inspection, we sent down to the state of Ohio.  
16 It was right after COVID or during COVID, one of them  
17 times, we were in the middle of all that mess. And the  
18 state basically said, you're on your own. Figure it  
19 out.

20 So we tried to figure it out, and we can't figure  
21 it out. Because we were looking for assistance from  
22 outside agencies, you know what I mean? Like, this  
23 is -- this is a bigger mess than what we thought we  
24 could handle.

25 So after our conversation today, they seem very apt

1 to, if you need help, we'll come help you. So I don't  
2 like bringing the state in, because they are black and  
3 white, and there isn't an ounce of gray. There's things  
4 that I see in a building that is a very minor violation  
5 that, hey, I'm not even going to write this up, but you  
6 need to fix it, you know what I mean? It's that minor.  
7 The state is going to nail them, and they're going to  
8 hit you with the same thousand-dollar-a-day fine every  
9 day until it's done, because that's what they do. I  
10 don't like to do that. So -- what's that?

11 MAYOR WOODWARD: I have a question for  
12 you.

13 MR. EASTHAM: Yes.

14 MAYOR WOODWARD: So he has stated that  
15 he's not open to the public. Like, they're doing their  
16 business through appointments. So even if he is doing,  
17 like, a private --

18 MR. TURA: Garage.

19 MAYOR WOODWARD: -- garage transaction,  
20 that's still considered open to the public, correct?

21 MR. EASTHAM: Absolutely.

22 MAYOR WOODWARD: And so the business has  
23 to be safe -- or the building has to be safe to operate  
24 even under that sort of business model?

25 MR. EASTHAM: Absolutely, because he is

1 the public also.

2 MAYOR WOODWARD: Correct.

3 MR. EASTHAM: We cannot allow a person to  
4 work out of something that is unsafe that we know is  
5 unsafe in the Village, and let alone if one of you  
6 wanted to buy a piece of restaurant equipment and you  
7 called him and said, hey, I'd like to -- I'm looking for  
8 this for my restaurant, and you walk in there and you're  
9 looking at that piece of equipment, it's unsafe for you  
10 also.

11 MAYOR WOODWARD: Okay.

12 MR. EASTHAM: You know what I mean?  
13 It's -- you're the public. It doesn't matter if it's  
14 the owner, doesn't matter if it's someone that just  
15 wants to come look at something they want to purchase.  
16 And especially when it comes to my firefighters, if that  
17 building catches on fire and they have to enter the  
18 building. You know, that's one of the worst things you  
19 have to worry about is when you go in there, you're in a  
20 worse situation than what you even should be in, and  
21 you're in a burning building.

22 So I'll be honest, all of my people, and I've told  
23 them for probably the last seven or eight years, nine  
24 years this has been transpiring, if that building  
25 catches on fire, we'll be sitting out on 45 watching it

1 burn to the ground. I will not enter that building. I  
2 will not send someone in that building. We'll bring a  
3 couple dozers and some excavators, clean it up  
4 afterwards and just call it a day because I'm not  
5 hurting someone, I'm not killing someone --

6 MAYOR WOODWARD: Do what you can from the  
7 outside.

8 MR. EASTHAM: -- over a building.  
9 Yes, Kellie?

10 MS. BORDNER: I just wanted to know, were  
11 you guys -- I believe you were, but I just wanted some  
12 information. Were you able to inspect -- I know your  
13 inspection is generally on the interior. But were you  
14 able to inspect the roof of the building?

15 MR. EASTHAM: We used a drone to go up and  
16 go and look at the top of the building. That's why you  
17 have aerial photographs. Those are recent. Those were  
18 when we flew the drone over and checked the tops of the  
19 structure.

20 MAYOR WOODWARD: So the roof of the actual  
21 building is caved on the back side?

22 MR. EASTHAM: Well, whatever's in that  
23 picture, whatever you can see --

24 MR. McCLOUD: We had no access to get  
25 inside to see what the inside looks like.

1 (Simultaneous crosstalk)

2 MAYOR WOODWARD: I wasn't sure exactly --  
3 it's hard to tell from the picture.

4 MR. EASTHAM: No. We put a drone up and  
5 ran it over and took pictures from the top. But I know  
6 you can see from a lot of the pictures, you can see a  
7 lot of the Romex, the cable all hanging from the  
8 ceilings.

9 MR. ESSAD: I'm sorry, what are we looking  
10 at? Are there other photos that I didn't see in  
11 Exhibits D or E?

12 MR. TURA: It was part of I, Exhibit I.

13 MR. ESSAD: Gotcha.

14 MR. EASTHAM: Yeah, the fire report  
15 photos. The last fire report we did, the fire  
16 inspection we did, we did from the exterior. The ones  
17 that are all the interior pictures are from 2021. And  
18 if you look at one picture to the newest pictures  
19 through the windows, everything still looks the same,  
20 which is, you know, four years later.

21 MR. TURA: You know, it's clear that  
22 there's no roof on the shed out in the back or the  
23 lean-to, whatever you call it. But I also see a pallet  
24 laying there.

25 MR. EASTHAM: Yeah, there's a stack of

1 pallets I think.

2 MR. TURA: Which I was told they were not  
3 there. And this photo was recent?

4 MR. EASTHAM: That was on the drone photos  
5 on the --

6 MR. McCLOUD: October 24th.

7 MR. EASTHAM: October 24th. Does anybody  
8 else have any --

9 MR. TURA: One second. That being said,  
10 is this what I'm seeing here? Is this a no work order  
11 here? What is it?

12 MR. EASTHAM: That is us deeming it to be  
13 unsafe.

14 MR. TURA: Is that through Lordstown or  
15 Trumbull County or both?

16 MR. EASTHAM: That's through Lordstown.  
17 That's our Codified Ordinances. The fire chief can deem  
18 anything that is unsafe as an unsafe structure and deem  
19 it uninhabitable.

20 MR. TURA: And this is posted on the  
21 building right now?

22 MR. EASTHAM: That is on the front door.

23 MR. TURA: What do they have to do to  
24 obtain permission to enter the property?

25 MR. EASTHAM: They would have to contact

1 us. And when this got turned over, this went over to  
2 the land bank also. And it would have -- if this was a  
3 general public entrance, it would have gone to the Board  
4 of Health also. And they -- between all those agencies,  
5 they would look at it, see what needs to be repaired, if  
6 it could be repaired. Once it was repaired, say someone  
7 wanted to dump a hundred thousand dollars into it and  
8 repair it all, then all the agencies would have to come  
9 back in, reinspect it, buy off on that said property,  
10 and then it would be back open to whatever it was being  
11 used for.

12 MR. TURA: Okay.

13 MR. EASTHAM: If that isn't done, it's  
14 condemned. I mean, it's --

15 MR. TURA: And who condemns it, I guess  
16 that's what I was --

17 MR. EASTHAM: Well, through our codes, we  
18 would say that this building is unsafe. I send an  
19 unsafe to zoning. Zoning takes it, and it has to come  
20 from zoning or the Mayor and sent to the Board of  
21 Health.

22 MR. TURA: Okay.

23 MR. EASTHAM: The Board of Health would  
24 take this and come out and inspect the building just  
25 like we would. And if they deem it the same as we did,

1 it's uninhabitable for humans. And then the Village  
2 would also pass it through their ordinance as it being a  
3 nuisance property through a council meeting. And if the  
4 Board of Health says it's no good, we say it's no good,  
5 the building has to go.

6 MR. TURA: Okay. So I guess I want to ask  
7 the board and the Mayor, where are we at in that part of  
8 the process?

9 MS. BORDNER: So let me explain. The  
10 Board of Health has indicated that because this is a  
11 commercial property and because our Lordstown Fire Chief  
12 and Assistant Fire Chief have been on this and have made  
13 this inspection, we may also move directly forward with  
14 bringing this to council, asking them to deem it a  
15 nuisance, and we can move forward that way. It has also  
16 already been presented to Trumbull County Land Bank for  
17 demolition.

18 MR. TURA: Okay.

19 MR. EASTHAM: Any other questions?

20 MR. TURA: I don't have any further  
21 questions. I don't know if anybody else on the board  
22 does, but here's your chance to ask Travis. All good?

23 Thank you, Travis.

24 MR. EASTHAM: You're welcome.

25 MR. TURA: All right. Anyone else like to

1 speak against the appeal? Martin, do you have anything  
2 to say?

3 MR. ELDER: No. I just seen when the  
4 grass was high and stuff, then the weeds --

5 THE STENOGRAPHER: Can you state your  
6 name, please?

7 MR. ELDER: Martin Elder, street  
8 commissioner.

9 MR. TURA: So who's been mowing the front  
10 yard of that property? Because there is grass in the  
11 front. So who's been taking care of that? The Village?

12 MR. ELDER: We mowed out by the road, just  
13 that road right-of-way. But I don't know who mowed the  
14 rest of it.

15 MR. TURA: Okay. Okay. Well, so is there  
16 anything else that the members would like to ask and any  
17 other clarification? Well, let's go. That's where  
18 we're at.

19 MAYOR WOODWARD: You guys have to tolerate  
20 my voice. The more I talk, the better it gets, so I  
21 should just keep going, right?

22 I don't know. I mean, I really think that this is  
23 just a, like, we're slapping makeup on a pig kind of  
24 instance here. I mean, you can clean up the yard, but  
25 that doesn't change the structural integrity of the

1 building. The roof is still looking kind of  
2 questionable. The walls, the back part of the building  
3 is still caved in. That's not fixed. You know, and the  
4 items inside that we can see from the outside are not  
5 fixed. It's not safe for the public to be in there, and  
6 so a business should not be operating currently until it  
7 can be proved otherwise. And the burden of proof is on  
8 him to make sure that it is safe. So he at this point  
9 should be coming to the chief and saying, I made these  
10 repairs, and, you know, come inspect it, I'm ready to be  
11 open.

12 You know, if you -- I have driven by it plenty of  
13 times. And comparing that building to the buildings  
14 next to it, around it, you know, up and down the street,  
15 it's absolutely looking like it's in disrepair. It does  
16 need help.

17 The parking lot is not crumbling just because of  
18 the weight of the trucks. The parking lot is crumbling  
19 because the parking lot has not been kept up with for  
20 some number of years. When you have weeds growing up  
21 through it, you know, the roots are going to continue to  
22 push the cracks apart. Water is going to go down in it.  
23 It's going to freeze. It's going to bust. You cannot  
24 blame it on somebody else. You as the owner have to  
25 take responsibility for your property and for your

1 parking lot.

2 You know, you could try putting up actual no truck  
3 turnaround signs. I don't -- I don't know if that's  
4 been tried yet but, you know, you could actually have no  
5 truck turnaround signs, and you could put them on stakes  
6 at the road.

7 And people are dumping stuff there because they  
8 know that it's already -- it's vacant. It looks vacant.  
9 They know that there is no public business going on  
10 there, and people are targeting that building  
11 specifically. And so as the owner, I mean, you have to  
12 at some point in time want to -- you want your business  
13 to look nice. You want it to have curb appeal. So, you  
14 know, because it doesn't have that, people are targeting  
15 that. And so, yes, that is your fault if people are  
16 dumping stuff, because they know it's already a trash  
17 hole.

18 Again, I agree with Kellie, grass is landscape.  
19 You know, when I say I'm taking care of the landscape at  
20 my house, I do include grass with that, and weeds,  
21 absolutely. You know, and if they're higher than my  
22 knee, I'm going to say it's more than 10 inches tall.  
23 I'm going to go by that. And looking at those pictures,  
24 they were definitely more than 10 inches tall.

25 And I'm glad that that's been taken care of, but

1 this is a case where you have consistent disregard of  
2 the rules over and over and over again. And the rules  
3 get disregarded until somebody gets called to the  
4 principal's office. And then all of a sudden things get  
5 fixed, and again, makeup gets slapped on the pig. I'm  
6 just going to use that. And, you know, everything dies  
7 down for a while.

8 But now we're at the point where we are talking  
9 about the public safety, which is first and foremost  
10 for, you know, the Village of Lordstown. And so, you  
11 know, I believe that this business should not continue  
12 to operate until things are brought into compliance up  
13 to the standards of the fire department and the  
14 inspectors.

15 So those are -- you know, and the couch being  
16 outside, if he had shown up for the inspection that day,  
17 he would have known that the couch was sitting outside  
18 and, you know, he could've said, that's not my couch,  
19 I'll remove it. And it wouldn't have been part of  
20 the -- you know, part of the things that he got dinged  
21 for.

22 So, you know, I think that, you know, if you want  
23 to be in Lordstown and you want to be a business owner  
24 in Lordstown, it's something that I've always said is  
25 that you have to be a good neighbor. You have to be a

1 good neighbor to the surrounding businesses and the  
2 residences. And there is a standard that you're going  
3 to be held to. So that is all I have to say. I'm going  
4 to save my voice for later.

5 MR. TURA: Okay. Good. And I know Tom  
6 has something to say, but I'd like to make some  
7 statements now, because you talked about hearsay and  
8 whatever.

9 I happen to have lived at 6840 Tod Avenue for 25  
10 years, so I was your neighbor. You just didn't know it.  
11 And you threw your garbage on my property all the time.  
12 You threw pallets on it. I planted a whole row of pine  
13 trees, and a few days later, you had them covered with  
14 pallets and garbage. You were out there at 11, 12,  
15 1 o'clock in the morning with pressure washers and  
16 steamers. It was pathetic. And I had complained once  
17 or twice to different people on -- in zoning. Nothing  
18 ever happened. So you're a business owner. And really,  
19 the Village of Lordstown really does protect business  
20 owners, sometimes to a fault.

21 And so that being said, you know, your attorney  
22 showed us photos that I don't know where you got these,  
23 but these are quite a few years old. These are not  
24 current Google photos, because that tent that's on that  
25 picture, it hasn't been there for almost four years. So

1 that you can take to the bank.

2 Secondly, you talked about the grass. I've been in  
3 the construction business for almost 40 years, and I  
4 happen to be a state licensed fire inspector, just so  
5 you know, through the state of Ohio. So I'm kind of  
6 pretty well versed --

7 MR. EASTHAM: You might want to go with  
8 us.

9 MR. TURA: Well, I kind of know the drill,  
10 okay? We're not talking about me right now. I'm just  
11 making a statement that I'm kind of versed in fire law.  
12 The NFPA portion of it, not so much Ohio Fire Code, but  
13 I do that, too.

14 At any rate, we were talking about the grass not  
15 being 10 inches tall. Well, I showed -- in some of the  
16 photos that you've showed us, the grass is clearly  
17 16 inches or higher at the building. And, you know, is  
18 that a big deal? Well, maybe not if you're not Larry  
19 living next-door looking at it every day, it's not a big  
20 deal. Wherever you're living, if you're not seeing it,  
21 doesn't bother you none. Didn't bother Mr. Rovnak at  
22 all for years.

23 I'm talking 10 or 12 years this went on. And I  
24 know you never knew me, because I'd come over to your  
25 building dozens of times, nobody was ever there. It was

1 abandoned. Unless I was going to go over there at 11 or  
2 12 o'clock at night, I never seen anybody there. I may  
3 have seen your Hummer there once or twice when I  
4 couldn't stop. But, you know, that's not hearsay.  
5 That's a fact.

6 Then as far as this parking lot, I mean, you made a  
7 very poor attempt to block truck traffic when you would  
8 go out there and block that up with some little concrete  
9 curbs that were all busted up already. And believe me,  
10 I didn't like them parking on your lot either. You know  
11 why? Because I got to hear them run all night. I got  
12 to hear the reapers run all night, so I didn't want them  
13 there either. But you didn't do anything to help get  
14 them out of there.

15 So of course Lordstown has a lot of truck traffic,  
16 and if they can find an empty lot -- Dairy Queen, your  
17 place. My brother owns Fear Forest, we put up gates,  
18 because that's the only way to keep them trucks out,  
19 because they think that they can stop anywhere they want  
20 on 45 and just camp out for the night.

21 And I call the police all the time. I think if you  
22 look at my phone I call the police probably more than  
23 anybody in this Village. And that's because I'm not  
24 happy with not saying what I have to say, like I'm  
25 saying to you right now. I wish your aunt would've been

1 around 13 years sooner, because then maybe I wouldn't  
2 have had to, you know, look at a bunch of garbage and  
3 have you pressure washing all this grease off into my  
4 stream.

5 Which, the little creek that -- the little -- I  
6 guess it's not even a stream, it's just a drainage ditch  
7 that immediately abuts your property. Half of it's on  
8 my property. And that's where you threw pallets,  
9 grease, whatever.

10 And the thing that the Dairy Queen's saying about  
11 the beavers, they could be rats, for all we know. There  
12 is actually paths wore through the ground, through the  
13 grass from your building to that dumpster. And I'm not  
14 saying that's your fault but, I mean, it doesn't take a  
15 genius to figure out that they're coming from somewhere  
16 right over there.

17 And as far as this -- like the Mayor said about  
18 this picture you showed us, this is years of wear and  
19 tear and not being sealed. This isn't just one or two  
20 trucks passing by. This is years of deterioration and  
21 UV rays eating up your blacktop. Unless you do a little  
22 bit of maintenance to it, it's just -- at this point it  
23 is probably ruined. But, you know --

24 MS. BORDNER: Well, it's not a dustless  
25 surface.

1 MR. TURA: No, it's not dustless.

2 MS. BORDNER: This is gravel. I mean,  
3 this is what I've tried to explain to them before. This  
4 is gravel.

5 MR. TURA: One more comment I want to make  
6 because you talked about the grass, Doris. I think  
7 that's your name, right?

8 He owns past this crick. He probably owns  
9 approximately 30 feet north of all this trees and brush  
10 and stuff in this photo. You following what I'm talking  
11 about? All this that you're showing here in this  
12 picture -- this is your evidence -- that is his  
13 property. That's well more than 10 inches.

14 And I say that because I owned the property just  
15 north of this one, so I was north of your property and  
16 west of your property. So when you talked about the  
17 woods, you talked about my property. Which is not  
18 woods. Okay? So there you have it.

19 You have an awful -- an awful lot of convincing to  
20 us to change how we feel about you operating your  
21 business in our Village. And that's all I have. If the  
22 board has anything further. You don't have anything  
23 there, Tom?

24 MR. CZOKA: I'm good. You covered it.

25 MAYOR WOODWARD: I have a question. The

1 Village absolutely can enforce its own rules as it sees  
2 fit. Like, the attorney had made a point and said that  
3 you can't pick and choose and you can't enforce it  
4 sometimes but not others. I mean, the Village should be  
5 able to enforce its rules -- and we're under a new  
6 administration, too, whereas in the past some of these  
7 instances were under a different mayor and different  
8 board members. And I don't think an appeal was ever  
9 filed before either to bring them to the Board of  
10 Appeals.

11 But I think, is that what -- that was pretty much  
12 the comment that he had made, though, was that the  
13 Village can't, like, pick and choose. But --

14 MS. KNOX: He used the bedtime story.

15 MAYOR WOODWARD: Yeah, he used the bedtime  
16 story, like, you can't put your kid to bed at -- you  
17 know, set a bedtime at 9 o'clock and put them to bed  
18 whenever they want and then all of a sudden try to  
19 enforce the rules. I mean, if I'm the Mayor and I'm  
20 saying we're enforcing the rules now, we're going to  
21 enforce the rules.

22 MR. TURA: They don't expire.

23 MAYOR WOODWARD: They don't get to tell us  
24 that we can't enforce our rules.

25 MR. TURA: Because of a statute of time.

1 Now, that would be something that the solicitor may tell  
2 us, you know, if we're right or wrong in that regard.

3 MS. BORDNER: Also what they're failing to  
4 tell you is how many times I've had conversations with  
5 Mr. Rovnak, or all the emails which I have that I've  
6 emailed him, I've emailed his aunt and have tried to  
7 resolve it outside of the violation formally.

8 MAYOR WOODWARD: Right. And at this point  
9 in time it's no longer just the zoning, the landscape.  
10 I mean, we're talking about the integrity of the  
11 building.

12 MS. PECHKUROW: I'm sorry. We've only  
13 had -- Ms. Bordner, we've only had contact after a  
14 violation notice. I don't understand why you keep  
15 saying that we were --

16 MS. BORDNER: I said you or your nephew.  
17 I have contacted Ed. If he wants to deny that, we would  
18 definitely have a problem, because I have witnesses to  
19 that, ma'am.

20 MS. PECHKUROW: Well, I'm sorry, but  
21 you're including me, that we tried to -- we tried to  
22 reach -- you tried to resolve things with me and nothing  
23 happened.

24 MS. BORDNER: I said you or your nephew.  
25 You or, either/or.

1 MR. TURA: Michelle, do you have anything?

2 MS. KNOX: I was just going to say, I  
3 think this has just gone on for so, so long, I don't  
4 know what took us so long. And that's how I feel about  
5 that. That's my statement. And the only other  
6 statement I want to make is, if there is a building in  
7 this Village that is unsafe for anyone, lock it down and  
8 let that person figure out how to get it unlocked.  
9 Because we all are family in this Village, and we lose  
10 somebody, we all lose. So lock it down, whatever you've  
11 got to do, Chief, and thank you for taking care of us.  
12 That's what I want to say.

13 MR. TURA: Okay. Well, I'm going to  
14 basically ask for last call here if you have anything  
15 there.

16 MR. ESSAD: I'm not going to keep you all  
17 a long time.

18 (Simultaneous crosstalk)

19 MR. ESSAD: Chief, if you want, I'd like  
20 to talk to you after this because I don't want to waste  
21 everybody's time. I think you misunderstood some of  
22 what I said. If you don't want to talk to me after,  
23 that's fine, too. I'm going to say it right now. But  
24 there's no sense wasting time.

25 MS. KNOX: Then I misunderstood, too.

1 MR. ESSAD: No, no, what I said about the  
2 chief was this, and I'm going to stick to it: What it  
3 said is in the citations that Ed Rovnak got, it said,  
4 you are responsible -- it said, you're -- you failed to  
5 obtain, I think is the word, fire inspection. It says,  
6 obtaining regular fire inspection.

7 What I'm saying is -- and the chief backed me up on  
8 this -- Ed doesn't obtain regular fire inspections.  
9 It's the fire department that goes to him and says,  
10 we're going to do our yearly inspection. And they  
11 didn't do that. That's not in the record. That is not  
12 in the record. Nowhere is that in the record.

13 Now, the chief's got a badge on his chest, too,  
14 right? If you wanted to cite him, I appreciate,  
15 actually, that people try to resolve these things. It  
16 doesn't always have to be harsh, gun to the head. You  
17 know, it can be informal. And that's what I appreciate.

18 But at the same time, you're not making a record,  
19 okay? The last time you were there was 2021. There was  
20 no visit in 2022, '23, '24. Now, if you want to put  
21 that on Ed, because he's ducking us, okay. But for  
22 three years, Chief, you didn't do what you were required  
23 to do to make that happen.

24 So all I'm saying -- and you didn't do anything  
25 wrong here -- part of these violations say that Ed is

1 wrong for not obtaining a fire inspection. Now, if he  
2 wants to get charged -- I don't want you to charge my  
3 client with that -- but if he wants to get charged with  
4 ducking a fire inspection or something like that, that's  
5 different. You can't charge him with a zoning violation  
6 and say, we're charging you with this zoning violation  
7 because you won't obtain a fire inspection. You got it?  
8 You understand what I'm saying?

9 MR. EASTHAM: Yeah.

10 MR. ESSAD: Okay.

11 MR. EASTHAM: I want to -- I want to be  
12 able to rebut this when we're done.

13 MR. TURA: Sure. You can rebut it right  
14 now.

15 MR. EASTHAM: Can I?

16 MR. TURA: Go ahead.

17 MR. EASTHAM: So you said -- now, we'll go  
18 letter of the law if you want with this, and we'll do it  
19 the way the Ohio Revised Code states it. If you want to  
20 allow me in that building tomorrow morning, we will come  
21 up and do a full fire inspection on it tomorrow morning.  
22 And then we'll start the violations because if any of  
23 them match what were there in 2021 that the pictures  
24 show are still the same way they were, we'll start the  
25 fines at a thousand dollars a day per violation the next

1 day.

2 MR. ESSAD: Okay. So this is what I said.  
3 You --

4 MR. EASTHAM: So what I'm getting at is, I  
5 try to be as lenient as I possibly can with any business  
6 in this Village. And you're turning words around, and  
7 you're playing the law game, and you're pushing it back  
8 on me. If I can't enter a structure to do a proper fire  
9 inspection, you are in violation. If we cannot get into  
10 your business, and you're open for business, he's  
11 selling product --

12 MR. ESSAD: I gotcha. Let's move on. Let  
13 me tell you where -- I hear you. Now, what I said to  
14 you -- don't -- first of all, don't say to me -- this is  
15 the one -- don't say to me, you're playing the law game.  
16 See this tie? See that briefcase? See what I'm here  
17 doing? You would have your lawyer do exactly the same  
18 thing, okay? That's my job.

19 MR. EASTHAM: I agree, it is. Let's go.

20 MR. ESSAD: Now, what I told you before  
21 this meeting, and what I repeat is, I can't do it  
22 tomorrow, and I said I can't do it next week. That's  
23 what I said to you and your assistant chief. Call me  
24 the week after. Call me the week after Thanksgiving.  
25 Now, you've got this thing where, again, for the

1 same reason that zoning did not cash his check that they  
2 wrote, okay, because of the pending appeal. That is all  
3 the lawyer game. I don't think, I don't think -- and I  
4 will fight you on that -- I don't think that's  
5 unreasonable to say, let's do it the week after  
6 Thanksgiving. You know, if you want to do it  
7 differently -- but what I'm telling you is I'm not  
8 putting that on you. What I'm saying is you can't put  
9 that on Ed. You can't say, you have violated zoning  
10 codes for failure to obtain a fire inspection.

11 MR. EASTHAM: I didn't say nothing about  
12 the fire code.

13 MR. ESSAD: No, no, you didn't say that.  
14 These violations --

15 (Simultaneous crosstalk)

16 MR. ESSAD: We're not here for the fire  
17 inspection violations. I'm happy to do that. I will  
18 give you my card. We're not here for that. We're here  
19 for zoning violations. That's my job tonight.

20 Now, part of the zoning violations were kind of  
21 quasi violations of fire code or not obtaining a fire  
22 inspection. That's what I'm saying. And I'm right  
23 about that.

24 MS. BORDNER: And I'm going to -- excuse  
25 me. I'm going to pick up where he left off and tell you

1 that you're not right about that. And I've already  
2 explained it to you, and I'm not going to keep restating  
3 it. Those things where it says anything about following  
4 fire code or getting your fire code inspection have  
5 nothing to do with the stated violations up top. Those  
6 were only suggestions to Mr. Rovnak as to how he could  
7 maintain his business and show my zoning office and this  
8 board that he's intending or ever has intended to  
9 operate as the business for which he was given site plan  
10 approval.

11 MR. ESSAD: I agree with that.

12 MS. BORDNER: Then stop there. Then stop  
13 there.

14 MR. ESSAD: We're both right about that.

15 MS. BORDNER: Stop saying that.

16 MR. ESSAD: That's what it said in notice  
17 of violation.

18 MS. BORDNER: It was a suggestion of how  
19 he could eliminate or correct the problems. Go and see  
20 the fire chief and get your fire code inspection done.  
21 He refused to let him in multiple, multiple times. So  
22 stop blaming my words or what is in our -- that was only  
23 meant to be helpful to the violator as to how he could  
24 clear those.

25 We are asked so many times, well, what do you want

1 me to do to make this right. So we developed that. I  
2 could eliminate that entire section altogether. It  
3 would have nothing to do with the formal violations that  
4 were issued. Nothing.

5 MR. ESSAD: Well, what I'm saying to the  
6 board, though, is these aren't things you can consider.  
7 These aren't things you can consider at all when you go  
8 to make your determination for this appeal.

9 MS. BORDNER: It can absolutely consider  
10 the fact that this business has never operated in  
11 accordance with site plan review approval. And part of  
12 site plan review approval is that you have to be  
13 consistent with the rules that are contained within our  
14 code. Our fire code is there. They have to comply with  
15 fire codes, as much as they have to comply with zoning.

16 The whole point was, he has not operated in  
17 accordance with site plan review approval. There's  
18 multiple reasons why. It's not zoning violations only.  
19 There's multiple reasons why I'm asking that his site  
20 plan review approval be revoked and that he no longer be  
21 permitted to operate as a business here in this Village  
22 because he follows no one's rules. No regulations, no  
23 rules.

24 MR. TURA: I have a question.

25 MR. ESSAD: Okay. Yes.

1 MR. TURA: If you don't mind.

2 MR. ESSAD: Yes.

3 MR. TURA: Did Mr. Rovnak ever get a  
4 building occupancy permit from Trumbull County? Do you  
5 know that answer?

6 MR. ESSAD: I don't know the answer. So  
7 don't assume the answer is no.

8 MR. TURA: Well, I'm not assuming. It was  
9 a question.

10 MR. ESSAD: I know. I know.

11 MR. TURA: He should be able to answer  
12 that question.

13 MS. BORDNER: Absolutely. Mr. Rovnak's  
14 right here.

15 MR. TURA: I mean, everybody -- I mean,  
16 everybody in business should know that answer. It  
17 should be posted on your wall. Is it? I don't know.  
18 I'm only curious. We're talking about following rules  
19 to --

20 (Simultaneous crosstalk)

21 MR. HAJNOSZ: One at a time. One at a  
22 time.

23 MR. ESSAD: You're right. Chastity,  
24 sorry.

25 MR. TURA: You know what I'm saying?

1 You're trying to talk about following the rules, and I  
2 think the board is proving to you that no rules have  
3 ever been followed. I believe no rules have ever been  
4 followed. And you can't sit there and tell me otherwise  
5 at this moment. And your client won't speak up for  
6 himself, so we have to assume that's a no. How's that?

7 MR. ESSAD: You can assume whatever you  
8 want.

9 MR. TURA: Yep, I assume it's a no.

10 MR. ESSAD: This is very important, okay?  
11 I wanted to end this on a friendly note, not an  
12 argumentative note. So here's what I will say: These  
13 things to say, oh, well, you know, our code is so all  
14 encompassing, and because it says you have to obey the  
15 fire codes, too, and that's part of the site plan -- you  
16 know, I'm telling your solicitor this, but I'm telling  
17 all of you this. These are per se violations on the  
18 interpreter's part, your part, of Henley vs. City of  
19 Youngstown.

20 Now, that's not a City of Youngstown case, that's  
21 an Ohio Supreme Court case that says boards of zoning  
22 appeal cannot bring in all these extraneous things. You  
23 cannot say, 10 years ago he had pallets all over the  
24 place and -- you can't -- if you give someone a speeding  
25 ticket, it's for the speeding ticket that they got that

1 day. You can't hold it against them because every  
2 single day he speeds. You can't say -- you can't bring  
3 in witnesses and say, every single day I see him drive  
4 up Main Street, and he goes 70 in a 35. You can't do  
5 that as a reason to find him guilty of that one  
6 violation from that day. These are these zoning code  
7 violations. And I went over the law with you.

8 MR. TURA: I understand. So is it safe to  
9 assume if I go over there tomorrow morning with your  
10 permission I won't find any pallets?

11 MR. ESSAD: From what I understand, all  
12 those pallets got picked up. Yes, that's correct.

13 MR. ROVNAK: You're welcome to walk the  
14 property tomorrow morning.

15 MR. ESSAD: There you go.

16 MR. TURA: I imagine I will. Only because  
17 we've been told a lot of different things, we've heard a  
18 lot of different issues here tonight, some valid, maybe  
19 some nitpicking. There's a lot that was talked about.

20 MR. ESSAD: That's fair. I think that --  
21 in my rebuttal, I think a lot of this ended well,  
22 because what I heard a lot was, you know, it used to be  
23 really bad. He used to do all these bad things. And  
24 maybe there's issues now, maybe there's not, but I think  
25 everyone has heard tonight how much better it's getting,

1 okay? This is a property on the up, not on the down.

2 MR. TURA: It's unfortunate that it came  
3 to this for him to do that, though.

4 MR. ESSAD: I mean, there's no more  
5 pallets laying against your pine trees anymore, are  
6 there?

7 MR. TURA: Well, I don't live there  
8 anymore.

9 MR. ESSAD: Okay. All right. Fair.  
10 Well, you can walk the property tomorrow, because I've  
11 been there, and there's not pallets laying all around.  
12 There's a lean-to in the back that did collapse, that  
13 does need fixed. So, but let's do a rebuttal because  
14 that's why I'm here. I just want to cover some of these  
15 points.

16 MR. HAJNOSZ: Attorney Essad, before you  
17 get to that, before you go to that, I just want to say,  
18 you know, since I've been in this position, every year  
19 there's an issue, there's an issue, there's an issue.  
20 And there was obviously, as stated, issues in the past.  
21 So how many years are going to go by to where I'm  
22 issuing violations to Mr. Rovnak per -- it's already on  
23 track now to take place, as history has shown, to keep  
24 going to where it gets to where it's like Warren Fire  
25 that operates like a correct business and keeps the

1 appeal nice and operates correctly in accordance to  
2 their site plan? You know, how many years is it going  
3 to get -- yeah, you can say it's on the up and up, and I  
4 respect that, but what I'm saying is, how long until  
5 that up and up gets it to where it's that business that  
6 Mr. Rovnak presented that he was going to operate?

7 MR. ESSAD: I get that.

8 MR. HAJNOSZ: That's just my concern about  
9 that.

10 MR. ESSAD: I get that, and I can't -- I  
11 can't say --

12 MR. HAJNOSZ: Obviously I don't expect you  
13 to answer that. It's just me making that known to where  
14 I hear that, you know, oh it's getting better, it's  
15 getting better. But it's such a short term and so slow,  
16 how long -- it's just, it baffles me to where we have  
17 all these very compliant businesses that operate  
18 accordingly, and this one just, you know, well, it's  
19 getting better, it's getting better. I just want that  
20 noted to, when's that stop?

21 MR. ESSAD: Without putting a rosy face on  
22 it, I think that's a really good sign that your  
23 department said, well, you've got to fix these things,  
24 and if they're not fixed as of 8:00 a.m. But now we've  
25 just admitted that they were fixed that same day, but

1 it's 10:00 a.m., all right? That's pretty good to me.  
2 That's pretty good to me. That shows me that nobody's  
3 backsliding.

4 MS. BORDNER: I'm not sure what you're  
5 talking about. That's not what we said.

6 MR. ESSAD: Moving the grass and burning  
7 out the grass that was coming out of the parking lot.

8 MS. BORDNER: We never said that.

9 MR. ESSAD: Those pictures were from  
10 October 6th, the same day of the violation, of the  
11 second violation.

12 MS. BORDNER: No, sir.

13 MR. TURA: You're talking about Exhibit 1?

14 MR. ESSAD: Yes. And so then the other  
15 thing, too.

16 MS. BORDNER: Well, then I apologize. I  
17 should have let Ms. Pechkurow state when they were for,  
18 because it wasn't the date that the violation was  
19 issued, I can assure you that.

20 MR. ESSAD: That was the date you received  
21 the photos.

22 MS. BORDNER: I'll tell you what, I'll go  
23 back and check in my emails. I highly doubt that then,  
24 because I would've withdrawn the violation immediately.  
25 They hadn't even received them, according to her, that

1 day. She hadn't received them.

2 MR. ESSAD: Well, here's my point. It's  
3 fixed. That thing is fixed, and it was fixed quickly.  
4 It just was, okay? If it wasn't, you know, on your time  
5 frame, it was just fixed quickly.

6 Mr. Tura, the other thing I want to say is,  
7 Exhibit 3, I just kind of provided that. I don't care  
8 about any tent or anything like that. But the building  
9 is still there, right? Those are the boundaries where  
10 the street is still the same. The parking lot's the  
11 same. It was just to give you all a good overview from  
12 space. I wasn't trying to point out anything special.

13 Now, what I did say about that was when we talk  
14 about landscaping -- and, Mayor, I understand what  
15 you're saying about the grass. Sure, I'll give you that  
16 point. But there's no shrubs. There's no -- there's  
17 nothing there.

18 MR. TURA: Excuse me. I disagree with  
19 you, unless you are not following me on what I'm talking  
20 about. This north boundary of this man's property is 20  
21 or so feet north of this mess. So maybe you don't think  
22 that because it follows a creek that it's not  
23 maintainable, then that's your position. But my  
24 position -- let me come to you, how's that? Is that  
25 okay?

1 MR. ESSAD: Yeah, okay.

2 MR. TURA: I have Exhibit 3 in my hand.  
3 This property line is over here, okay? His property is  
4 way over here. You see that, all them trees, all that  
5 mess? That's his mess. I know that because I own this  
6 property, and I own this property.

7 MR. ESSAD: Okay. Well, then what I would  
8 say to that is I know you're not saying -- I know you're  
9 not saying that these trees along the creek are somehow  
10 unkempt and not maintain --

11 MR. TURA: No. The grass in front of it  
12 and the grass behind it.

13 MR. ESSAD: I get it. That's what I'm  
14 talking about.

15 MR. TURA: You understand? All of this  
16 crick is on your property, all the way to this side,  
17 okay? Because I own this property, and I own this  
18 property. And I -- it's clearly marked.

19 MR. ROVNAK: I got the original, the  
20 original lot plan.

21 MR. TURA: Well, you look at it. You'll  
22 find out.

23 MR. ESSAD: I don't think we disagree.  
24 What I'm saying is there's not a bunch of shrubs here.  
25 There's not trees.

1 MS. PECHKUROW: He's saying that that --

2 (Simultaneous crosstalk)

3 MS. BORDNER: Excuse me. Are we on the  
4 record? She can't take all that down. I mean, I've  
5 never seen anything like this.

6 MR. TURA: Let's stop. I just wanted to  
7 make a point about this exhibit that they presented to  
8 us stating that there was no grass that wasn't  
9 maintained like we're saying as much grass. So if they  
10 want to check their boundaries, they can. As far as I'm  
11 concerned, I am saying that you're not -- you're picking  
12 and choosing what you want to maintain and what you  
13 don't.

14 MR. ESSAD: Let me try to say this: I'm  
15 saying that there's no landscaping besides grass.  
16 You're not citing him, from what I understand, for any  
17 failure to maintain any landscaping besides grass.  
18 That's how I read the violation.

19 MR. TURA: Okay. Well, in your opinion,  
20 grass is not landscaping?

21 MR. ESSAD: No. I just admitted that it  
22 was. I just said it.

23 MR. TURA: I'm saying this is grass. I'm  
24 saying this is grass and weeds and what --

25 MR. ESSAD: Okay. There's grass, and it's

1 cut. There's grass, and it's cut.

2 MS. BORDNER: Okay. Let me just state for  
3 the record that I have an email from Doris Pechkurow on  
4 Thursday, October 9 that are the exact pictures that you  
5 have. So I misstated earlier, and I want to correct the  
6 record and make it clear that I have the evidence that  
7 she sent to me on October 9 showing me that the grass  
8 had been cleared from the parking lot. I did not  
9 respond to that email.

10 She indicates that she was -- and that was from the  
11 first violation, from the September 30 violation. I had  
12 already ended those fines on October 6. So by all  
13 rights, I should've continued until she showed me that  
14 the grass was all cleaned out from the parking lot to  
15 October 9. I didn't do that. I ended those violations  
16 for them on October 6 when she sent me the first set of  
17 pictures showing that the junk was cleaned up and that  
18 the other grass was mostly cut. So this grass in the  
19 parking lot issue, that came to me on October 9, and had  
20 already been cleared.

21 MR. ESSAD: Okay. And I'm okay -- I don't  
22 want to attack those --

23 MS. BORDNER: You've got to stop.

24 MR. ESSAD: But October 9th is not  
25 unreasonable to me, Board. He did it. He did it three

1 days after the violation.

2 MS. BORDNER: No, sir. Those violations  
3 were September 30th, 2025. They were ended and cleared  
4 as of October 6th. Dustin told you that. I've told you  
5 that. She sent the pictures on October 9. Now I have  
6 proof. Now, stop.

7 MAYOR WOODWARD: Can we caucus now?

8 MR. TURA: What I would like to do is I  
9 would like to close the public end of this right now and  
10 go into caucus. If somebody can make -- do we make a  
11 motion to go --

12 MR. RIES: Just one thing from me.  
13 Counsel, do you have issue with Exhibits A through I  
14 being admitted as part of the record? Do you have any  
15 objections to them?

16 MR. ESSAD: I have never seen Exhibit I.  
17 That was not part of the violation. And if it's fire  
18 code stuff, I don't think it is part of the violation,  
19 so I would object to that. But other than that, no  
20 objection.

21 MR. RIES: Okay.

22 MR. ESSAD: And, you know, for what it's  
23 worth, if you need me to say it on the record, I also am  
24 fine with closing the public session.

25 MR. TURA: Okay. Thank you, sir. Well, I

1 would like to go into public session -- I'm sorry, into  
2 caucus at 8:28, something like that, 8:28 p.m. I'll  
3 make the motion.

4 MAYOR WOODWARD: Second.

5 MR. TURA: I made a motion to go into  
6 caucus. It was seconded by Mayor Jackie.

7 MS. BORDNER: All in favor?

8 MR. HAJNOSZ: Need me to do a roll call?

9 MS. BORDNER: Roll call please, Dustin.

10 MR. HAJNOSZ: Mr. Czoka?

11 MR. CZOKA: Yes.

12 MR. HAJNOSZ: Mr. Tura?

13 MR. TURA: Yes.

14 MR. HAJNOSZ: Mrs. Knox?

15 MS. KNOX: Yes.

16 MR. HAJNOSZ: Mayor Woodward?

17 MAYOR WOODWARD: Yes.

18 MR. HAJNOSZ: Mr. Liming?

19 MR. LIMING: Yes.

20 MR. HAJNOSZ: Solicitor Ries?

21 MR. RIES: Yes.

22 MR. HAJNOSZ: Ms. Bordner? Oh, wait, we  
23 don't vote. I'm sorry.

24 (Whereupon, the Board went into executive session  
25 at 8:29 p.m. and returned at 8:39 p.m.)

1 MR. TURA: Okay. At this time I'd like to  
2 reconvene from executive session at 8:39 p.m.

3 MS. BORDNER: Do we have to do a motion to  
4 reconvene?

5 MR. RIES: From caucus, yeah.

6 MS. BORDNER: So Larry did a motion to  
7 reconvene.

8 MR. LIMING: I'll second it.

9 MR. TURA: We have a motion to reconvene  
10 by myself and seconded by Lamar. All in favor?

11 THE BOARD: Aye.

12 MR. TURA: Any opposed?

13 (NO RESPONSE FROM THE BOARD.)

14 (VOICE VOTE: 5, AYE; 0, NAY; 0, ABSTAINED.)

15 MR. TURA: Hearing none, the motion  
16 carries.

17 So at this point, do we have any members that want  
18 to make a motion on our case tonight?

19 MAYOR WOODWARD: I do.

20 MR. TURA: It's 25-02.

21 MAYOR WOODWARD: I do. I would like to  
22 make a motion to revoke the approved site plan review  
23 permit and issue a stop work order and affirm the  
24 determination and the zoning violation notices of  
25 September 30th, 2025 and October 6th, 2025 marked as

1 Exhibit D and E.

2 MR. CZOKA: I'll second the motion.

3 MR. TURA: Okay. So we have a motion by  
4 Mayor Jackie and a second by Tom Czoka. All in favor?

5 MS. BORDNER: No. Voice vote.

6 MR. TURA: I'm sorry. We need a roll  
7 call.

8 MS. BORDNER: Mr. Tura?

9 MR. TURA: Yes.

10 MS. BORDNER: Mr. Czoka?

11 MR. CZOKA: Yes.

12 MS. BORDNER: Mayor Woodward?

13 MAYOR WOODWARD: Yes.

14 MS. BORDNER: Ms. Knox?

15 MS. KNOX: Yes.

16 MS. BORDNER: Mr. Liming?

17 MR. LIMING: Yes.

18 MR. TURA: That's five yays, zero nos.

19 The motion's carried. So it is the decision of the  
20 board to revoke Mr. Rovnak's appeal for --

21 MS. BORDNER: You're revoking the site  
22 plan review approval and directing me to do a stop work  
23 order.

24 MR. TURA: That's correct.

25 MS. BORDNER: And reaffirming the zoning

1 violations of September 30, 2025 and October 6, and also  
2 affirming the fines that were charged on the  
3 September 30, 2025 zoning violations.

4 MR. TURA: Okay. Okay. So do we have a  
5 motion to adjourn the case?

6 MAYOR WOODWARD: So moved.

7 MR. CZOKA: Second.

8 MR. TURA: Okay. We have a motion by  
9 Jackie, a second by Tom. All in favor?

10 THE BOARD: Aye.

11 MR. TURA: Opposed?

12 (NO RESPONSE FROM THE BOARD.)

13 (VOICE VOTE: 5, AYE; 0, NAY; 0, ABSTAINED.)

14 MR. TURA: Carries. Case is adjourned.

15 Is there any public comments at this time? Are  
16 there any member comments at this time? Okay. I need a  
17 motion --

18 MR. LIMING: I'll make a motion to  
19 adjourn.

20 MAYOR WOODWARD: Second.

21 MR. TURA: Motion by Lamar. Seconded by  
22 Jackie. All in favor?

23 THE BOARD: Aye.

24 MR. TURA: Opposed?

25 (NO RESPONSE FROM THE BOARD.)

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(VOICE VOTE: 5, AYE; 0, NAY; 0, ABSTAINED.)

MR. TURA: Hearing none, the motion carries. This Village of Lordstown meeting is now adjourned.

(Hearing concluded at 8:45 p.m.)

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REPORTER'S CERTIFICATE

I certify that this transcript, consisting of 124 pages, is a complete, true and correct transcript of the proceedings had in this case as shown by my stenotype notes taken at the time said meeting was held.

*Chastity M. Feezle*  
\_\_\_\_\_  
Chastity M. Feezle  
Registered Professional Reporter  
Certified Realtime Reporter