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WILLOWICK BOARD OF ZONING APPEALS

- - - -

ON WEDNESDAY, FEBRUARY 14, 2024,  
COMMENCING AT 7:30 P.M.

- - - -

BOARD MEMBERS:       NICK KOUDELA  
                          RICH HILL  
                          TOM FLAISIG  
                          PHIL YARLETTS  
                          DEBBIE CLARKE

ALSO PRESENT:         STEPHANIE LANGRAF, ESQ.

MADAM SECRETARY:     CHRISTINE MORGAN

- - - -

TRANSCRIBED BY:      BRIAN KUEBLER

- - - -

1 MR. KOUDELA: Let's stand and do  
2 the pledge, please.

3

- - - -

4 (Thereupon, the Pledge of Allegiance was recited  
5 by all.)

6

- - - -

7 MR. KOUDELA: Okay. Can we get a  
8 roll call, please.

9

MADAM SECRETARY: Mr. Koudela?

10

MR. KOUDELA: Here.

11

MADAM SECRETARY: Mr. Flaisig?

12

MR. FLAISIG: Here.

13

MADAM SECRETARY: Mr. Yarletts?

14

MR. YARLETTS: Aye. Here.

15

MADAM SECRETARY: Mr. Hill?

16

MR. HILL: Here.

17

MADAM SECRETARY: And Ms. Clarke?

18

MR. KOUDELA: Okay. Thank you.

19

Somebody make a motion to approve the

20

December 13th meeting minutes, please.

21

MR. YARLETTS: Mr. Chairman, I

22

would like to make a motion that we approve

23

the December 13th, 2023 minutes as stated.

24

MR. KOUDELA: Can I get a second?

25

MR. HILL: Second.

1 MS. CLARKE: Second.

2 MR. KOUDELA: Thank you, Mr. Hill.

3 Roll call, please.

4 MADAM SECRETARY: Mr. Koudela?

5 MR. KOUDELA: Aye.

6 MADAM SECRETARY: Mr. Flaisig?

7 MR. FLAISIG: Aye.

8 MADAM SECRETARY: Mr. Yarletts?

9 MR. YARLETTS: Aye.

10 MADAM SECRETARY: Mr. Hill?

11 MR. HILL: Aye.

12 MADAM SECRETARY: And, Ms. Clarke?

13 MS. CLARKE: Aye.

14 MR. KOUDELA: Okay. Before us  
15 tonight we have two cases. If I can have  
16 anybody that's here for or against, I'd  
17 like to swear you in. If you can raise  
18 your right hand please, anyone who's going  
19 to be speaking here today.

20 MR. O'BRIEN: My name's Mark  
21 O'Brien with me here today --

22 MR. KOUDELA: Can you just please  
23 raise your right hand? Do you, do you  
24 swear to tell the truth during these  
25 proceedings here today?

1 MR. O'BRIEN: Yes.

2 MS. HARTMAN: Stephanie Hartman.

3 I swear to tell the truth.

4 MR. KOUDELA: Okay. Thank you.

5 MS. LANGRAF: Also, if the Housing  
6 Inspector's going to testify at one time,  
7 why don't we just swear him in too.

8 MR. BRENNAN: I swear to tell the  
9 truth.

10 MR. KOUDELA: Swear to tell the  
11 truth during these proceedings here today?

12 MR. BRENNAN: Yes.

13 MR. KOUDELA: Thank you. Okay.  
14 Case No. 24-1 is an appeal of Shoregate  
15 Towers.

16 If you could state your name and  
17 address for the record, please.

18 MR. O'BRIEN: Hi, my name is Mark  
19 O'Brien. I'm attorney at law in the State  
20 of Ohio. My address is 12434 Cedar Road,  
21 Suite 11, Cleveland Heights, Ohio 44106.  
22 And I'm the attorney on behalf of Lemma  
23 Getachew, Guenet Indale, and Shoregate  
24 Towers NS, LLC.

25 MR. KOUDELA: Okay.

1 MR. O'BRIEN: Okay.

2 BZA MEMBER: So, first one --  
3 first one we're going to discuss is Case  
4 No. 24-1. This is in regards to a  
5 maintenance violation dated 1/24/24,  
6 Apartment 850 East Building.

7 If you could just kind of state  
8 your reasoning what we're here for today.

9 MR. O'BRIEN: So, we are here  
10 today because Mr. Brennan filed -- or  
11 served upon our clients a Notice of  
12 Violations titled a Property Maintenance  
13 Notice with respect to the International  
14 Property Maintenance Code Section 309.1 in  
15 which it states all structures shall be  
16 kept free from insect and rodent  
17 infestation. All structures in which  
18 insect or rodents are found shall be  
19 promptly exterminated by approved process  
20 that will not be injurious to human health.

21 Mr. Brennan then ordered in his  
22 violation notice that the tenant -- that  
23 the property owner shall properly  
24 exterminate all insects and roaches  
25 throughout Apartment No. 850 East Building

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

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

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

1 Property Maintenance Code.

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

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

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

19 With me today is Stephanie  
20 Hartman.

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

23 MS. HARTMAN: Yes. Hello.

24 MR. KOUDELA: Can you say your  
25 name and address for the record, please.

1 MS. HARTMAN: Do you want my home  
2 address?

3 MR. O'BRIEN: Just Shoregate  
4 Towers.

5 MR. KOUDELA: Just Shoregate  
6 Towers is fine.

7 MS. HARTMAN: Stephanie Hartman,  
8 30901, Lakeshore Boulevard, Willowick, Ohio  
9 44095.

10 MS. CLARKE: And what's your  
11 affiliation with Shoregate Towers?

12 MS. HARTMAN: I'm the property  
13 manager.

14 - - - -

15 EXAMINATION OF STEPHANIE HARTMAN

16 BY MR. O'BRIEN:

17 Q. And how long have you been the property manager  
18 for Shoregate?

19 A. August of 2023.

20 Q. And you're the onsite property manager, right?

21 A. Yes, correct.

22 Q. What are your duties as the onsite property  
23 manager?

24 A. To manage the property.

25 Q. Okay. And what do you mean by "manage the



1 property"?

2 A. I have to look over all -- every little aspect of  
3 it. Leasing, making sure my maintenance guys are  
4 doing what they're supposed to be doing, making  
5 sure this company is doing what they're supposed  
6 to be doing, which is the pest control.

7 Q. Okay. And did you receive the Property  
8 Maintenance Violation Notice that we're on here  
9 today? I'll show you a copy of it. It's a  
10 Property Maintenance Violation Notice dated  
11 January 24th, 2024.

12 Are you familiar with this notice?

13 A. Yes.

14 Q. Okay. And this is a notice which is attached,  
15 Exhibit B, to our Notice of Appeal; is that  
16 correct?

17 A. Correct.

18 Q. Okay. Do you remember this notice?

19 A. I do.

20 Q. Okay. What action did you take when you got this  
21 notice?

22 A. I went with the pest control company to the unit.  
23 And I videoed to make sure, because he said he  
24 could not gain entry, so I said, I'm going to go  
25 with you because I have to make sure that I can

1           prove it. And I videoed the fact that they would  
2           not allow him in. He tried to key in and they  
3           had the lock on, so...

4 Q. Okay. I'm going to play a copy of the video for  
5           you first.

6 A. Okay.

7 Q. First of all, do you recognize this door front --

8 A. I do.

9 Q. -- in the video?

10                   Okay. We'll play this for you first and then  
11           for the Board.

12   - - - -

13   (Thereupon, video played.)

14   - - - -

15 Q. First of all, can you tell me what's happening  
16           here.

17 A. This is Sean trying to get into the unit and it's  
18           locked.

19 Q. And what does he do?

20 A. He tries to key into the unit.

21 Q. After knocking the door, right?

22 A. After he knocks.

23 Q. Was he able to gain entrance?

24 A. He was not able to gain entrance because they had  
25           the little hotel lock on --

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

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

1 notice, right?

2 A. Correct.

3 Q. And you attempted to have him treat the unit?

4 A. Correct.

5 Q. But were unsuccessful?

6 A. Exactly.

7 Q. And why were you unsuccessful?

8 A. They refused to let us in.

9 MR. O'BRIEN: I'll play this for  
10 the Board then. I've got a copy for you as  
11 well. I'll stand here if that's okay.

12 Can everybody see this?

13 MS. LANGRAF: Do you have a copy  
14 for the Clerk?

15 MR. O'BRIEN: We have a copy, but  
16 I'll just play it one time for everybody.

17 - - - -

18 (Thereupon, video played.)

19 - - - -

20 MR. KOUDELA: Okay. Mr. O'Brien,  
21 if you're -- if you're ready, back to my  
22 initial question. What are we doing here  
23 today? What are you --

24 MR. O'BRIEN: We are into --

25 MR. KOUDELA: -- looking to do?

1 MR. O'BRIEN: We are here today  
2 because we would like the Board to agree  
3 with us that the Violation Notice does not  
4 comply with the 2015 Property Maintenance  
5 Code because it does not provide an  
6 adequate amount of time under the  
7 circumstances to address the issue and  
8 bring the property into compliance.

9 Again, 2015 Property Maintenance  
10 Code, which is incorporated into the  
11 Codified Ordinances of the City of  
12 Willowick by Section 1367.01 thereof  
13 requires that adequate notice be given, and  
14 that the landlord be given or the property  
15 owner be given an adequate amount of time,  
16 not only to correct the violation, but to  
17 bring the property back into compliance  
18 with the provisions of the Code.

19 And we submit to you -- we contend  
20 that a Property Maintenance Violation of  
21 the notice that only gives five days to  
22 bring the property into compliance, which  
23 means to exterminate all pests under the  
24 Property Maintenance Code section, which in  
25 this case is 309.1 does not give adequate

1 amount of time.

2 So, we are asking the City to  
3 amend, at the very least, the Violation  
4 Notice to allow my client enough time to  
5 bring the property back into the  
6 compliance, which would include then, you  
7 know, giving them enough time to get the  
8 tenant who will not let them in, to let  
9 them in to perform what needs to be  
10 performed, which is infestation this  
11 instance.

12 MR. KOUDELA: Okay.

13 MR. O'BRIEN: Thank you.

14 MR. FLAISIG: Mr. O'Brien, is that  
15 tenant still occupying Apartment 850?

16 MS. HARTMAN: She is currently  
17 under eviction, so I'm just waiting on that  
18 timeframe.

19 MR. O'BRIEN: Yeah, We filed an  
20 eviction case in the Willoughby Municipal  
21 Court. This is one of the Section 8  
22 tenants from the Lake Municipal Housing  
23 Authority.

24 Lake Municipal Housing Authority  
25 has terminated their contracts with

1 Shoregate Towers. Those units -- those  
2 tenants who have failed to vacate their  
3 units and find new housing and who are not  
4 paying their rent, are now being evicted  
5 for non payment of rent.

6 And this unit should be -- I  
7 believe we're scheduled on this case to go  
8 before the Willoughby Municipal Court on  
9 March 4th, which means that we anticipate  
10 getting a judgement on that date, which  
11 means by the middle of March this tenant  
12 should have vacated.

13 So, we would ask that you give  
14 us -- and since they won't let us gain  
15 entry to the unit, since they're barring  
16 the door and not answering and not letting  
17 us in, we ask that you give us at least  
18 until a few days after that date, until say  
19 March 20th, to go and treat for roaches and  
20 to fix whatever problems are in the unit.

21 MR. KOUDELA: Okay.

22 MR. O'BRIEN: And I have here a  
23 thumb drive, it contains the video. So, if  
24 I can submit it, the material to the Clerk.

25 MR. KOUDELA: Yep.



1 MR. O'BRIEN: Thank you.

2 MR. FLAISIG: Now do you have  
3 video of your attempts on February 2nd and  
4 February 9th, the two Fridays after your  
5 26th attempt of attempting to gain access  
6 to the property?

7 MR. O'BRIEN: I have not  
8 [unintelligible] no, but -- will this  
9 tenant allow you to gain entry to that  
10 unit?

11 MS. HARTMAN: No, they will not  
12 answer any phone calls, they will not  
13 answer any messages. They want nothing to  
14 do with me.

15 MR. O'BRIEN: The point is just  
16 that the Property Maintenance Code states  
17 that notice shall be given and that the  
18 notice shall include a reasonable time in  
19 which to ameliorate the problem and to  
20 bring the property back into compliance.

21 The Code also requires -- or also  
22 states that not just the building owner or  
23 the property owner, but also the occupant  
24 of the unit, you know, can be cited for  
25 such -- for any [unintelligible] under the

1 Code. And in this case, the occupant  
2 wasn't cited, but only the property.

3 MS. CLARKE: Mr. O'Brien, I just  
4 have a couple questions.

5 MR. O'BRIEN: Yeah.

6 MS. LANGRAF: : So, on the 24th  
7 you got a notice that you needed to  
8 promptly exterminate insects and roaches  
9 throughout Apartment 850 in the East  
10 Building, right? Your tenant did? Your  
11 client?

12 MR. O'BRIEN: My client received  
13 that, yes.

14 MS. LANGRAF: : Okay. And then  
15 that video, it said she went there on the  
16 26th; is that right?

17 MR. O'BRIEN: So, it was the 26th?

18 MS. HARTMAN: Let me confirm in my  
19 cellphone because that's the day that I  
20 sent it to you, so --

21 MR. O'BRIEN: I confirmed that you  
22 sent me the video on January 26th at 2:34  
23 P.M.

24 MS. LANGRAF: : Okay.

25 MR. O'BRIEN: And Sean Ford is the

1 technician for Ehrlich Pest Control that  
2 could -- that has been coming, I don't  
3 know, probably a couple years, before your  
4 time --

5 MS. HARTMAN: Yeah.

6 MR. O'BRIEN: -- to perform pest  
7 control maintenance at the property every  
8 Friday.

9 MS. LANGRAF: : Sure.

10 MR. O'BRIEN: And so, they -- they  
11 have a contract that says that Ehrlich will  
12 -- will -- will treat not just common areas  
13 in the building, but they'll also treat a  
14 number of units every Friday, that's 18  
15 units.

16 So, if Stephanie tells them that  
17 we need these units treated, they will go  
18 treat them.

19 MS. LANGRAF: : Okay. So, on the  
20 24th, you got a notice from the City that  
21 there was an issue in Apartment 850. Do  
22 you know if that apartment was already  
23 scheduled with Sean that day or did you  
24 tell them to go there?

25 MS. HARTMAN: I'm sorry, repeat

1 the question. Because it would've been for  
2 sure the 26th. I'm sorry, I was just  
3 looking at the date because the date is the  
4 -- is a Friday.

5 MS. LANGRAF: : Was that apartment  
6 scheduled for the pest control on the 26th  
7 or did you add that onto the -- to the --

8 MS. HARTMAN: I added that on --

9 MS. LANGRAF: -- [unintelligible].  
10 Okay.

11 MS. HARTMAN: -- yeah.

12 MS. LANGRAF: : So, the compliance  
13 date was January 29th, but you were at the  
14 apartment with pest control on the 26th.

15 MS. HARTMAN: Correct.

16 MS. LANGRAF: : And you're here  
17 today saying that the 29th was not a  
18 reasonable amount of time to get pest  
19 control to the apartment?

20 MS. HARTMAN: They refused entry.

21 MS. LANGRAF: : And then your  
22 appeal was filed on the 26th as well?

23 MR. O'BRIEN: I filed -- I think I  
24 brought the appeal -- I brought the appeal  
25 in on the 29th.

1 MS. LANGRAF: : 29th. But you  
2 served it on the City on the --

3 MR. O'BRIEN: And for some reason  
4 it says received on the 26th.

5 MS. LANGRAF: : Yeah.

6 MR. O'BRIEN: And I know because  
7 when I arrived I saw Mr. Brennan at the  
8 window, and I was given -- or no, no,  
9 that's not right. I came, I brought it in  
10 the 26th, and then I was told to come back  
11 on the 29th. So yes, I filed this on the  
12 26th.

13 MS. LANGRAF: : Okay.

14 MR. BRENNAN: Mr. Chairman --

15 MR. KOUDELA: Yes.

16 MR. BRENNAN: -- I believe this  
17 was a Friday.

18 MR. O'BRIEN: Yeah, so I came in  
19 on a Friday.

20 MR. BRENNAN: Yeah, it was on a  
21 Friday, and I don't know exactly what the  
22 date was on that Friday.

23 MR. O'BRIEN: That was the 26th.  
24 It was the 26th, and then Sean said the  
25 secretary wasn't there, and then I get

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

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

1 unit, two-tower apartment building to not  
2 have one bug in the unit.

3 And I know you would understand  
4 what substitute process is, I don't think  
5 necessarily the Board does, but I don't  
6 think that the Code complies with due  
7 process in that regard because I think it's  
8 impossible not to have one bug in an entire  
9 apartment complex of this size.

10 MS. LANGRAF: : So as of today,  
11 you haven't been able to get into the  
12 apartment?

13 MS. HARTMAN: I have not.

14 MS. LANGRAF: : So, you're asking  
15 for -- until March, what? 20th?

16 MR. O'BRIEN: We anticipate that  
17 on March 4th, barring anybody, you know,  
18 entering an appearance on behalf of the  
19 tenant and asking for an extension or  
20 anything, we anticipate that this person  
21 will be -- will -- that my client will  
22 receive a writ of restitution allowing 7 to  
23 10 days for the person to get out as of  
24 March 4th.

25 So I would anticipate that by the

1 middle of March this person should have  
2 been removed from the property and they can  
3 get in -- problems for the towers is that  
4 there are numerous tenants -- there are  
5 numerous tenants who are very good tenants  
6 and there are numerous tenants who were  
7 very bad tenants and they're in the process  
8 of evicting -- evicting all the very bad  
9 tenants. The ones who do not comply with  
10 their obligations under Ohio Landlord  
11 Tenant Acts to keep their property clean.  
12 And also under this Property Maintenance  
13 Code, tenants are required to keep their  
14 property clean, to do things like not allow  
15 bugs or roaches to come in, to remove their  
16 garbage, to clean their apartment. There  
17 are some people who do not. There are some  
18 people who, you know, are very bad tenants  
19 and allow filth to accumulate in their  
20 apartments, which attracts, you know,  
21 pests.

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



1           that the tenants themselves are creating,  
2           it's very difficult to try to fix the  
3           problem.

4                   And so, although Stephanie tries  
5           very hard to do that, sometimes she's not  
6           allowed to do it because the people just  
7           won't let her in.

8                   So, we just ask you to give us  
9           additional time to allow the problem to be  
10          fixed -- I would say, you know, 10th of  
11          March. So, we would like you to amend the  
12          Violation Notice to give us additional time  
13          and fix the problem.

14                   MR. FLAISIG: Now, at the time of  
15          the attempt to get into the Apartment 850,  
16          was the common areas like the hallway,  
17          stairwell, were those sprayed?

18                   MS. HARTMAN: Yes.

19                   MR. FLAISIG: So basically, trying  
20          to contain them --

21                   MS. HARTMAN: Yes.

22                   MR. FLAISIG: -- In the apartment?

23                   MS. HARTMAN: Uh-huh.

24                   UNIDENTIFIED VOICE: And does Sean  
25          -- he -- but when he does get in, he'll

1 spray the doorways, right?

2 MS. HARTMAN: He -- he sprays,  
3 sorry. He will spray the doorway and he  
4 will spray throughout the hallway and the  
5 door frame.

6 MR. HILL: You keep mentioning  
7 this -- the name Sean. Now does he do --  
8 does he do this by himself or does he have  
9 a crew?

10 MR. O'BRIEN: No, he works for a  
11 company called Ehrlich Pest Control.

12 MR. HILL: But when he -- you say  
13 he comes every Friday.

14 MR. O'BRIEN: He is the technician  
15 that comes every Friday --

16 MR. HILL: By himself?

17 MR. O'BRIEN: By himself that does  
18 these two buildings.

19 MR. HILL: So, you're talking  
20 about keeping pest control down, how does  
21 one person -- that's 27 weeks to do -- to  
22 do every unit from one person. How is that  
23 manageable?

24 MR. O'BRIEN: If there's an issue,  
25 I mean, not every apartment has an issue.

1           There are many people at Shoregate Towers  
2           who are very happy there to keep their  
3           apartments clean. They don't have issues  
4           with pests, but we also -- there're also  
5           two other companies too. There's a company  
6           called Porch's Pest Control, which also  
7           performs -- pest controls the property.  
8           There's also --

9                       MS. HARTMAN: [Unintelligible].

10                      MR. O'BRIEN -- what? And there's  
11           also T&L, Tillman, which also does other  
12           pest control. So there are actually three  
13           companies that are performing pest control  
14           services at the property, not just Ehrlich.

15                      Ehrlich has the biggest contract.  
16           They are the one that was tasked with  
17           treating for bugs and rodents throughout  
18           the property, common areas, exteriors, and  
19           a limited number of apartments every week.

20                      BY MR. O'BRIEN

21           Q. But how many -- how many times do you think -- do  
22           you think, like, do you treat 18 units every  
23           week?

24           A. We treat 18 units. If we have someone that has  
25           like a bedbug issue, then we treat about 16

1           because the bedbug issue takes close to an  
2           hour-and-a-half, so it's like one to two less.

3                       MS. CLARKE:   So, was any further  
4                       attempt made to enter the apartment and  
5                       treat it or --

6                       MS. HARTMAN:   Sean has tried to go  
7                       two other times and they just refused any  
8                       service.  He has not tried to key in, but  
9                       he has knocked.

10                      MS. CLARKE:   So, the people don't  
11                      ever leave like their apartment, like you  
12                      can't --

13                      MS. HARTMAN:   I don't know.

14                      MR. O'BRIEN:   I mean, he comes  
15                      every Friday, you know.

16                      The point -- our point is that,  
17                      you know, there has to be a reasonable  
18                      opportunity to not only fix the problem,  
19                      but bring the property back into  
20                      compliance, and, you know, we, Shoregate  
21                      Towers has contracted with different pest  
22                      control companies, the problem is that they  
23                      can't be there every day all day long, and  
24                      although --

25                      BY MR. O'BRIEN

1 Q. Steph, do you make attempt to contact these  
2 people so that we can get in?

3 A. I do.

4 MS. HARTMAN: Am I allowed to say  
5 something?

6 MR. O'BRIEN: Yeah, go ahead.

7 MS. HARTMAN: Okay. So, they --  
8 actually the children in that unit have  
9 been writing all kinds of vulgar things on  
10 the walls as well. So, they refuse to make  
11 any contact with me because they're writing  
12 the "N" word on the walls. They're writing  
13 O - S-H-I-T all over. So, they refuse to  
14 have any contact with me due to the  
15 eviction. So, they want nothing to do with  
16 us and they're just waiting to -- for their  
17 final day, apparently.

18 MS. CLARKE: How do you know that?

19 MS. HARTMAN: Because they threw a  
20 bag of dog poop at one of my maintenance  
21 guys.

22 MS. CLARKE: But how do you know  
23 they're writing on the inside of the  
24 apartment if you can't get into it?

25 MS. HARTMAN: Not on the inside of

1 the apartment, on the inside of the  
2 stairwells.

3 BZA MEMBER: Did you go back with  
4 Sean the next two times that he attempted  
5 to go in?

6 MS. HARTMAN: I did not.

7 BZA MEMBER: Okay. So, there was  
8 no attempt to key in. You don't know that  
9 the door was barred?

10 MS. HARTMAN: He just told me.  
11 Because when I'm the only one in the  
12 office, I don't have time to go every  
13 single time.

14 BZA MEMBER: Why did you go the  
15 one time you did go?

16 MS. HARTMAN: Because I wanted to  
17 prove -- I wanted to prove that they  
18 refused to let us in.

19 BZA MEMBER: So, I guess what's  
20 the difference between the next two if  
21 we've had this appeal holding? I mean, I  
22 would've -- I would've expected that we  
23 would've done the same thing each time,  
24 right?

25 MS. HARTMAN: To be honest, I

1           didn't know that I was going to have to be  
2           here, and I didn't know that I would even  
3           take a video, I just wanted to prove it  
4           that one time to him.

5                   BZA MEMBER:   How did they -- how  
6           did we find this for the team -- how did we  
7           get in there the first time to find this?

8                   MR. BRENNAN:   Mr. Chairman?

9                   MR. KOUDELA:   Yes, sir.

10                   MR. BRENNAN:   I was on an annual  
11           inspection.   This Apartment 850 in the East  
12           Building was one of the last few apartments  
13           that we had to get into complete our annual  
14           inspection.   And while we were doing this  
15           inspection, my other inspector Alfredo was  
16           with me also.   We were walking through the  
17           apartment trying to do our inspection and  
18           he was in the dining room, he noticed some  
19           roaches -- I do have some pictures here.   I  
20           just brought them with me and brought one  
21           for Mr. O'Brien to take a look at them.

22                           These -- if you'll want to just  
23           pass those down.

24                   MR. BRENNAN:   So, Alfredo took the  
25           picture in the dining room and it's going

1 to be the first page. As I was walking  
2 down the hallway going towards the back  
3 bedrooms, the bathroom area, there was  
4 roaches on the ceilings, and then as we  
5 opened up the bathroom door -- excuse me --  
6 you could see lots of roaches all over the  
7 top of the door, also was in the bathroom,  
8 there was roaches all over the walls.

9 BZA MEMBER: How did you gain  
10 access to this apartment?

11 MR. BRENNAN: I was in that  
12 apartment with the maintenance man -- oh,  
13 my mind is going blank with his name.

14 MS. HARTMAN: Justin.

15 MR. BRENNAN: Justin, Justin Clay.

16 BZA MEMBER: How did you enter,  
17 did you knock and the tenant let you in?

18 MR. BRENNAN: Justin knocked on  
19 the door. He had the key and he opened the  
20 door.

21 BZA MEMBER: Now have the adjacent  
22 apartments been checked? Because I mean,  
23 from these pictures there's no way they're  
24 contained the one -- in this one apartment.  
25 They're just not possible.



1 MS. HARTMAN: I would have to see  
2 my pest control list to make sure that they  
3 were or not.

4 MS. LANGRAF: : In the interest  
5 for clarity, we're only here on Apartment  
6 850.

7 BZA MEMBER: Now my question is  
8 any other adjacent is checked?

9 BZA MEMBER: Mr. Brennan?

10 MR. O'BRIEN: Do not know.

11 MS. HARTMAN: I do not know.

12 MR. O'BRIEN: If she doesn't know,  
13 she doesn't know.

14 BZA MEMBER: Mr. O'Brien brings up  
15 a reasonable amount of time. In your  
16 opinion, is five days long enough? I mean,  
17 is that somewhat standard?

18 MR. BRENNAN: Mr. Chairman?

19 MR. KOUDELA: Yes.

20 MR. BRENNAN: Yes, I believe  
21 that's enough time to have that apartment  
22 treated.

23 MR. KOUDELA: Okay. Mr. Brennan,  
24 how much notice do you have to give the  
25 apartment to go there? Like you didn't

1           have any issues with gaining entry, did you  
2           give notice, or did you just show up and  
3           say we're here for inspection?

4                   MR. BRENNAN:   When we make an  
5           appointment for an annual inspection, they  
6           notify their tenants.  So, this was one of  
7           the straggler apartments where we couldn't  
8           have entry in, so --

9                   MR. KOUDELA:   Okay.

10                   MR. BRENNAN:  -- while we were  
11          there, we did make entry.  There was no  
12          door lock, no hotel lock on it.  The trim  
13          was busted off on the inside of the door --

14                   MR. KOUDELA:   Okay.

15                   MR. BRENNAN:  -- so...

16                   MR. KOUDELA:   Okay.  Thank you.

17                   MR. BRENNAN:   Uh-huh.

18                   MR. KOUDELA:   Any other questions?

19                   BZA MEMBER:   Yeah.  So -- so I  
20          guess my next question here, why --  
21          Stephanie, you said that you won't go if  
22          you're the only one.  So, in the situation  
23          here, Sean took Justin in.  Was there no  
24          maintenance man to attend the second time  
25          to validate nobody could get in and these

1 two subsequent attempts to enter the --

2 MS. HARTMAN: I did not require  
3 anybody to go with him after that.

4 BZA MEMBER: Okay.

5 MS. HARTMAN: I thought that my  
6 one video was going to be proof enough.

7 BZA MEMBER: Does Sean have a key  
8 to get in on his own or did you have to  
9 provide him a key during that day?

10 MS. HARTMAN: I have to provide a  
11 key --

12 BZA MEMBER: Okay.

13 MS. HARTMAN: -- yeah.

14 BZA MEMBER: So, we made no  
15 attempt other than knocking on the door the  
16 next few times?

17 MS. HARTMAN: Correct.

18 BZA MEMBER: But we made three  
19 attempts?

20 MS. HARTMAN: Correct.

21 BZA MEMBER: Okay. So, three  
22 attempts since the 26th to do this, but  
23 it's not been completed?

24 MS. HARTMAN: Correct.

25 BZA MEMBER: And again, the

1 argument is adequate time, correct?

2 MS. HARTMAN: Correct.

3 BZA MEMBER: Okay. And we've made  
4 three attempts?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: Okay.

7 MR. O'BRIEN: The point though is  
8 that the -- the Notice of Violation itself  
9 again dated the 24th day of January, which  
10 was a Wednesday, and my client attempted to  
11 fix the problem on Friday the 26th, and the  
12 compliance date was the 29th, which  
13 would've been the following Monday.

14 So, under the circumstances when  
15 -- when Mr. Brennan's well aware of the  
16 fact that Sean Brennan to come into -- that  
17 Sean Ford comes to the property every  
18 Friday and does these treatments. The  
19 question is if my client is not able to  
20 gain access on that date, that Friday, is  
21 requiring the property to be treated and  
22 brought back in compliance by that next  
23 Monday, is that a reasonable amount of time  
24 under the ordinance, and we submit that  
25 it's not.

1                   BZA MEMBER: Well, I -- so you  
2                   stated there are three companies that work  
3                   for the property.

4                   MR. O'BRIEN: Yes. They do  
5                   different things.

6                   BZA MEMBER: So, do all three of  
7                   them handle infestations?

8                   MR. O'BRIEN: No, that is the  
9                   contract with Ehrlich for this kind of  
10                  problem, for bugs in particular. So, if  
11                  somebody says, I have a problem with  
12                  roaches or with other bugs, bed bugs, then  
13                  Stephanie will contact Ehrlich, let them  
14                  know you've got to treat this unit. And  
15                  she'll give a list of units to treat and  
16                  they would go to those units, but Mr. Ford  
17                  can't be expected to hang around, you know,  
18                  all day or come back numerous other days to  
19                  try to address the issue if the tenants are  
20                  not going to allow them --

21                  BZA MEMBER: Well --

22                  MR. O'BRIEN: -- into the  
23                  property.

24                  BZA MEMBER: So, then my next  
25                  question is, if another tenant gets a

1 bedbug infestation on a Monday, do they  
2 wait till Friday to have that resolved?

3 MR. O'BRIEN: Yes. If they're --  
4 if they're -- if the -- if my client is  
5 told on a Monday that there's an issue that  
6 it's Friday that will be addressed.

7 BZA MEMBER: There's no exception  
8 to that rule? There's no exception to  
9 Ehrlich coming out except on a Friday?

10 MR. O'BRIEN: No. The tenants  
11 also have an obligation under the 2015  
12 Property Maintenance Code and under Ohio's  
13 Landlord Tenant Act to make sure that their  
14 property is not infested. So, it doesn't  
15 only fall upon the landlord, this -- when  
16 it comes to that, you know, the tenant is  
17 also responsible for making sure there is  
18 not garbage that is -- that is allowed to  
19 fester in their unit, which attracts pests.  
20 They are also required for --

21 BZA MEMBER: And, Mr. O'Brien, you  
22 don't know if there is garbage --

23 BZA MEMBER: But the tenant is not  
24 cited for that --

25 BZA MEMBER: -- right?

1 MR. O'BRIEN: I don't know that,  
2 no.

3 BZA MEMBER: Okay.

4 MR. O'BRIEN: Do you know what was  
5 the condition of this unit, Stephanie?

6 MS. HARTMAN: I've never been able  
7 to go inside that unit.

8 MR. O'BRIEN: They will not allow  
9 you to go in?

10 BZA MEMBER: So, we don't know if  
11 that's the garbage, so that's neither here  
12 nor there?

13 BZA MEMBER: That's -- so again.

14 MR. O'BRIEN: We don't.

15 BZA MEMBER: We weren't -- we  
16 weren't cited -- the tenant wasn't cited,  
17 right? There was a citation, so again,  
18 there's no exception to a Friday. That is  
19 the only day that Ehrlich will come out,  
20 that is -- that's the question. There's no  
21 exception to that rule?

22 MR. O'BRIEN: Does Justin -- will  
23 Justin go there? Will your maintenance man  
24 go there --

25 MS. HARTMAN: For?

1 MR. O'BRIEN: For any kind of  
2 infestation or not?

3 MS. HARTMAN: No. So, you are not  
4 allowed to mix chemicals. So, if I have  
5 Ehrlich coming in to spray for roaches and  
6 I get another company to spray for roaches,  
7 it could technically hurt the person that's  
8 in there because chemicals and chemicals  
9 cannot like meet together.

10 BZA MEMBER: Well, I wouldn't  
11 expect the maintenance guy to do that --

12 MS. HARTMAN: Yeah.

13 BZA MEMBER: -- I'm asking if the  
14 exterminating company would come back and  
15 do that on an ad hoc basis.

16 MR. O'BRIEN: No, it's  
17 unreasonable to say that in 403 apartment  
18 complex that you have to have --

19 BZA MEMBER; We're dealing with  
20 one, we're here for 850.

21 MR O'BRIEN: I know that. We're  
22 talking about a complex that has 403 units.  
23 And to say that they have to have a pest  
24 control company on, you know, call to come  
25 out and treat whenever a property, tenants



1           that they have an issue is unreasonable.

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

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

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

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

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

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

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

1 to come in and they won't answer the door  
2 when they knock, you can't expect my client  
3 to be able to ameliorate the problem.

4 MS. CLARKE: Are we to expect the  
5 Zoning Inspector to anticipate that  
6 somebody's going to barricade themselves in  
7 the apartment --

8 MR. O'BRIEN: No.

9 MS. CLARKE: -- when they issue a  
10 citation?

11 MR. O'BRIEN: No.

12 MS. CLARKE: So, how would we know  
13 what would be reasonable in that  
14 circumstance?

15 MR. O'BRIEN: Because you're  
16 hearing the testimony of my client, Mr.  
17 Brennan.

18 MS. CLARKE: I absolutely am, but  
19 he issued the notice based on his  
20 inspection.

21 MR. O'BRIEN: Yes.

22 MS. CLARKE: Not what happened  
23 after the inspection?

24 MR. O'BRIEN: Yes.

25 MR. KOUDELA: Is the goal, if

1           there is an extension, which we're looking  
2           at, by my quick math, from going from five  
3           days to about 65 days, right? Riding about  
4           two months' worth of time, that's what  
5           we're looking for, will there be a check  
6           every Friday? Will someone be with the  
7           pest control every Friday keying in,  
8           attempting to gain a -- like this is --

9                       MR. O'BRIEN: Yes.

10                      MR. KOUDELA: -- this is my --  
11           this is my point of contention is that  
12           there has -- while there've been three  
13           attempts, there's only one attempt shown so  
14           far where we made a, what I would consider  
15           reasonable attempt to gain access --

16                      MR. O'BRIEN: Stephanie will go  
17           back every Friday.

18                      MR. KOUDELA: -- the second and  
19           third time were knocks.

20                      MR. O'BRIEN: Yeah, Stephanie will  
21           go back every Friday, she'll take another  
22           video every Friday and we can come back  
23           here every week if you like to verify what  
24           happened on every Friday.

25                      MR. KOUDELA: I would just expect

1           that we would be taking all measurable  
2           steps when we have something of an appeal  
3           involved.

4                   MR. O'BRIEN:    Yes.

5                   BZA MEMBER:    So, Mr. O'Brien,  
6           you're looking for an extension until March  
7           20th.  Do you feel that that's adequate  
8           time?  That's what we're here for today.

9                   MR. O'BRIEN:    I -- you know,  
10          barring any other circumstances to prevent  
11          my client from being able to treat, yes.  
12          But, you know, if Lake County Fair Housing  
13          decides that they want to represent this  
14          tenant on a pro bono basis and they ask for  
15          something like a jury trial and eviction --  
16          which you can do, believe it or not -- and  
17          it takes longer to hear this complaint,  
18          longer to get this tenant evicted even  
19          though they're behind on the rent for how  
20          long now?

21                   MS. HARTMAN:    Several months.

22                   MR. O'BRIEN:    Yeah.  I mean, I  
23          would anticipate that this tenant would --  
24          my client would receive a writ of  
25          restitution and that there would be an

1 order ordering the tenant to vacate within  
2 seven to 10 days of March 4th. That's what  
3 I think would probably happen, but I can't  
4 guarantee it because I'm not the judge and  
5 I don't control the court.

6 But I would anticipate that by the  
7 end of March that this problem, that this  
8 apartment would have been cleaned out and  
9 that any problems with the apartment  
10 would've been fixed.

11 MR. KOUDELA: Okay. Thank you.

12 MR. O'BRIEN: Yep. You're  
13 welcome.

14 MR. KOUDELA: Mr. Brennan, one --  
15 one more question just to clarify, what day  
16 was your inspection?

17 MR. BRENNAN: The date of the  
18 notice was my inspection.

19 MR. KOUDELA: So, the 24th?

20 MR. BRENNAN: Correct.

21 MR. KOUDELA: Okay. And you had  
22 no issues gaining access that day?

23 MR. BRENNAN: With Justin, the  
24 maintenance director.

25 MR. KOUDELA: Okay. All right.

1 Thank you.

2 MR. O'BRIEN: And Justin could go  
3 back too. I mean Stephanie and Justin did  
4 both go back.

5 BZA MEMBER: Well, yeah.

6 MR. O'BRIEN: They'd be glad to do  
7 so.

8 MR. KOUDELA: And did he do so  
9 since the 26th?

10 MS. HARTMAN: Have we -- has Sean  
11 been back?

12 MR. KOUDELA: Has Justin?

13 MS. HARTMAN: Oh, I don't recall.

14 MR. O'BRIEN: No. Justin's job is  
15 not to deal with infestation issues. So,  
16 Justin is the maintenance director of the  
17 property, his primary function is to deal  
18 with things like water leaks, electrical  
19 problems, minor carpentry issues, you know,  
20 so we have problems like tenants who have  
21 been recently evicted, come back after the  
22 locks are changed and kick their door in,  
23 you know.

24 And, you know, there are numerous  
25 problems at Shoregate Towers that, you

1 know, make it difficult to control this,  
2 but understand when people do things like  
3 come back after they're evicted to face the  
4 property, you know, and engage in  
5 vandalism, kick their door in, you know,  
6 sometimes do really horrible things.

7 MR. KOUDELA: Now, Mr. O'Brien,  
8 was this done to Apartment 850?

9 MR. O'BRIEN: No, they're still  
10 there.

11 MR. KOUDELA: So that doesn't  
12 apply to what we're talking about.

13 MR. O'BRIEN: But what I'm saying  
14 is that the maintenance director has many  
15 other things to deal with. This is a  
16 property that's probably 50 years old. The  
17 towers were built in 1970. They were  
18 finished in 1971 and 1972. So, they're  
19 over 50 years old. And with a building of  
20 that age, you're going to have a lot of  
21 problems when you've got 403 units. You're  
22 going to have water leaks, you're going to  
23 have, you know, electrical issues, and the  
24 maintenance director and the maintenance  
25 staff currently that are in-house, they



1 primarily deal with those issues. They  
2 don't deal with infestations. They don't  
3 deal with pest control. There are outside  
4 companies that are hired for that. And at  
5 this point, there are three different  
6 companies who do that right now. And  
7 Ehrlich is the biggest one, and they're the  
8 ones that deals with things like roach  
9 infestation. So, if there's a problem --  
10 problem with roach infestations in a  
11 particular unit, Ehrlich will deal with  
12 that. And they do 18 units every single  
13 week, and they do all the common areas  
14 every single week, but -- and then I -- and  
15 -- and I don't think that that overloads  
16 the property, does it? I mean --

17 MS. HARTMAN: No.

18 MR. O'BRIEN: -- that's more than  
19 enough [unintelligible] for the  
20 [unintelligible] received --

21 MS. HARTMAN: Yes.

22 MR. O'BRIEN: -- is that fair to  
23 state?

24 MS. HARTMAN: Yes.

25 MR. O'BRIEN: Okay. So they're

1           able to deal with complaints received and  
2           they do it every Friday. The point is  
3           that, you know, if a notice is given on a  
4           Wednesday and Ehrlich is there on Friday  
5           and my client can't gain access, they have  
6           to get a reasonable opportunity to deal  
7           with that problem under those  
8           circumstances, that's all we're asking.

9                   BZA MEMBER: They didn't try to  
10           reenter on Monday?

11                   MR. O'BRIEN: No. Mr. Ford is  
12           there on Fridays.

13                   MR. KOUDELA: And you do not have  
14           video of him trying to gain entry February  
15           2nd --

16                   MR. O'BRIEN: No.

17                   MR. KOUDELA: -- or February 9th?

18                   MR. O'BRIEN: No.

19                   MR. KOUDELA: Okay.

20                   MS. CLARKE: So, is that  
21           scheduled, like recommended by the pest  
22           control company or is that what Shoregate  
23           Towers hires them to do? Like, is there a  
24           reason why they can't come back more often?

25                   MR. O'BRIEN: Well, I think it

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

10                         It's like they're glad to deal  
11           with the pest control issues, they do, on a  
12           regular basis, every single week. They  
13           deal with this every week. The point is  
14           that when you've got somebody that won't  
15           let you into an apartment, you probably  
16           should be, you know, allowed more  
17           [unintelligible] to fix the problem so we  
18           can get access.

19                         MR. KOUDELA: Okay. Any other  
20           questions?

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

24                         MR. O'BRIEN: Do you know?

25                         MS. HARTMAN: Unless I had the

1 records, I do not know, off the top of my  
2 head.

3 BZA MEMBER: But --

4 MS. HARTMAN: She never called,  
5 she never -- for anything.

6 MR. O'BRIEN: Was there a  
7 complaint made?

8 MS. HARTMAN: No.

9 MR. O'BRIEN: So, this is just Mr.  
10 Brennan on his annual inspection  
11 determining there was an issue?

12 MS. HARTMAN: Correct.

13 BZA MEMBER: So, when you do 18  
14 every Friday, is it routine that every  
15 building will go in a set order or do those  
16 18 only include complaints?

17 MS. HARTMAN: We'll do complaints  
18 and then we'll do vacants.

19 MR. O'BRIEN: But she -- but the  
20 tenant -- who's the tenant in 850?

21 MS. HARTMAN: Leena Cunningham I  
22 believe it is.

23 MR. O'BRIEN: Okay.

24 MS. HARTMAN: I can pull it up if  
25 you'd like to look --

1 MR. O'BRIEN: No, that's okay.

2 It's La -- La -- Linaria [phonetic] --

3 MS. HARTMAN: Linaria.

4 MR. O'BRIEN: -- Linaria

5 Cunningham. Yeah, Ms. Cunningham has been  
6 there how long?

7 MS. HARTMAN: Do you want me to  
8 pull it up?

9 MR. O'BRIEN: Yeah.

10 MS. HARTMAN: Okay. November  
11 22nd, 2022 was her application. She moved  
12 in on December 15th of 2022.

13 MR. KOUDELA: All right. Any  
14 other questions? Any other comments that  
15 you'd like to make?

16 MR. O'BRIEN: No, thank you.

17 MR. KOUDELA: So, on this vote,  
18 Ms. Landgraf, if you could just clarify, an  
19 approval on Case Number 24-1 would mean  
20 that we agree with Shoregate Towers, the  
21 property owner, correct?

22 MS. LANDGRAF: So, this is an  
23 appeal filed by Shoregate Towers, NS, and  
24 the other individuals listed. So, they're  
25 appealing, and Mr. O'Brien's asked a couple

1 things, first to either agree with the  
2 applicant that this was not appropriately  
3 applied to the situation, but I've also  
4 heard him ask for an extension of time.

5 So, did you want to -- did you  
6 want them to vote on both of those or --

7 MR. O'BRIEN: Yes, I would like to  
8 vote first to vote on whether or not they  
9 believe that -

10 MS. LANGRAF: It was a --

11 MR. O'BRIEN: -- five days is the  
12 maximum amount of time pursuant to this  
13 particular Codified Ordinance, and second  
14 of all, whether or not they're willing to  
15 grant an extension until the end of March  
16 to repair this problem.

17 MS. LANGRAF: Okay. So, first  
18 there would be a motion to grant the appeal  
19 of the stated appellants with regards to  
20 application of the Property Maintenance  
21 Code in which your vote would say we agree  
22 that it was appropriately applied, or a  
23 vote no would be, you don't believe that it  
24 was appropriately applied.

25 BZA MEMBER: Okay.

1 MS. LANGRAF: The second motion  
2 would be for an appeal on the basis of an  
3 extension of time. That's what you're  
4 asking for?

5 MR. O'BRIEN: Yes.

6 MS. LANGRAF: Okay.

7 MR. KOUDELA: And we could just  
8 use March 20th as --

9 MS. LANGRAF: That's what they're  
10 asking --

11 MR. KOUDELA: -- a date to throw  
12 out there, is that what you're asking for?

13 MR. O'BRIEN: I'm asking for the  
14 end of March because I can't guarantee that  
15 the -- you know, March 20th. I think in  
16 all likelihood this tenant will be ordered  
17 to vacate at least by March 14th, but I  
18 can't guarantee that. Sometimes court are  
19 required to -- generally they're required  
20 to order a move out 7 to 10 days after the  
21 date of the First Cause Hearing for a writ  
22 of restitution, but that doesn't mean they  
23 will, and that doesn't mean they won't also  
24 grant some kind of continuance so that  
25 hearing doesn't take place for another week

1 or two weeks, so I don't know that at this  
2 point in time, so I would say to be safe,  
3 I'm asking until the end of March.

4 MR. KOUDELA: Okay. Mr. O'Brien,  
5 can you please give me a date in the end of  
6 March.

7 MR. O'BRIEN: I said the end of  
8 March, so, March 31st.

9 MR. KOUDELA: 31st. Okay.

10 MR. O'BRIEN: Yes.

11 MR. KOUDELA: Okay. Would  
12 somebody would like to make a motion or,  
13 Ms. Langraf, would you like me to do it?

14 MS. LANGRAF: I'll give it a shot.

15 MR. KOUDELA: All right, Ms.  
16 Langraf, thank you.

17 MS. LANGRAF: So, the first motion  
18 is going to be a motion to grant the appeal  
19 of Shoregate Towers NS, LLC, Lemma Getachew  
20 and Guenet Indale with regards to Property  
21 Maintenance Code violation dated January  
22 24th, 2024, Apartment 850 in the East  
23 Building for a violation of Property  
24 Maintenance Code 309.1 on the basis of  
25 reasonableness for time for compliance,



1                   okay?

2                               So, that means the Appellant is  
3                   requesting you to grant the appeal on the  
4                   basis that they were not given sufficient  
5                   time -- a reasonable amount of time to  
6                   comply with the notice.

7                               MR. YARLETTS:   Okay.   I second.

8                               MR. KOUDELA:   Okay.   Second.

9                   Thank you Mr. Yarletts.

10                              MS. LANGRAF:   So a vote yes, would  
11                   be you agree with Shoregate Towers --

12                              MR. KOUDELA:   Okay.

13                              MS. LANGRAF:   -- a vote no would  
14                   mean that the Violation Notice stands as  
15                   issued.

16                              MR. KOUDELA:   Okay.   Thank you.

17                              Can I get a roll call, please.

18                              MADAM SECRETARY:   Mr. Koudela?

19                              MR. KOUDELA:   No.

20                              MADAM SECRETARY:   Mr. Flaisig?

21                              MR. FLAISIG:   No.

22                              MADAM SECRETARY:   Mr. Yarletts?

23                              MR. YARLETTS:   Nay.

24                              MADAM SECRETARY:   Mr. Hill?

25                              MR. HILL:      No.

1 MADAM SECRETARY: And Ms. Clarke?

2 MS. CLARKE: No.

3 MS. LANGRAF: The second motion is  
4 the motion to grant the appeal of Shoregate  
5 Towers NS, LLC, Lemma Getachew and Guenet  
6 Indale to the Willoughby Prop -- Willowick  
7 Property Maintenance Code violation dated  
8 January 24th, 2024, Apartment 850 in the  
9 East Building for a violation of Property  
10 Maintenance Code 309.1 to grant an  
11 extension of time to March 31st, 2024 to  
12 comply with the stated notice.

13 MR. YARLETTS: I'll second.

14 MS. LANGRAF: A vote yes means you  
15 agree to the extension, a vote no means no  
16 extension.

17 MR. KOUDELA: Okay. Thank you.  
18 Thank you for the second, Phil.

19 Can I get roll call, please.

20 MADAM SECRETARY: Mr. Koudela?

21 MR. KOUDELA: No.

22 MS. LANGRAF: You need to have  
23 somebody make the motion. I am the Law  
24 Director, so, somebody makes the motion --

25 MR. KOUDELA: Okay.

1 MS. LANGRAF: -- and then somebody  
2 needs to second it.

3 MR. KOUDELA: Okay. Somebody make  
4 the first one. Do we need to go back to  
5 the first one?

6 MS. LANGRAF: Do you have a first  
7 and a second?

8 MADAM SECRETARY: Yes.

9 MR. KOUDELA: Okay. So, we need a  
10 first for 24-1 motion one --

11 MS. LANGRAF: Correct.

12 MR. KOUDELA: -- correct?

13 BZA MEMBER: All right. You want  
14 to do it, Phil?

15 MR. YARLETTS: Yeah, I'll do it.

16 Mr. Chairman --

17 MR. KOUDELA: Do they have to say  
18 the entire thing or just --

19 MS. LANGRAF: You might as well  
20 since we don't have a first, yes.

21 MR. KOUDELA: Okay. All right.

22 MR. YARLETTS: Mr. Chairman, I'd  
23 like to make a motion in Case 24-1  
24 Shoregate Towers of 30901 Lakeshore  
25 Boulevard, that we grant an appeal for the

1 maintenance violation -- no, that's not  
2 what --

3 MS. LANGRAF: Dated.

4 MR. YARLETTS: The maintenance  
5 violation dated 1/24/2024 for Apartment  
6 850, Codified Ordinance 1332.05 to 1367.01.

7 MS. LANGRAF: So that's a grant of  
8 the appeal on the basis of reasonableness  
9 for compliance.

10 MR. KOUDELA: Yes.

11 MS. LANGRAF: So, same applies. A  
12 vote yes that you agree with the applicant.  
13 A vote no is the maintenance violation  
14 stands as this.

15 MR. KOUDELA: Okay.

16 MR. FLAISIG: I will second.

17 MR. KOUDELA: Second. Thank you,  
18 Tom.

19 Can I get roll call please, again.

20 MADAM SECRETARY: Mr. Koudela?

21 MR. KOUDELA: No.

22 MADAM SECRETARY: Mr. Flaisig?

23 MR. FLAISIG: No.

24 MADAM SECRETARY: Mr. Yarletts?

25 MR. YARLETTS: No.

1 MADAM SECRETARY: Mr. Hill?

2 MR. HILL: No.

3 MADAM SECRETARY: And Ms. Clarke?

4 MS. CLARKE: No.

5 MS. LANGRAF: Now we need a motion  
6 to grant --

7 MR. KOUDELA: Can I get a motion  
8 for the Case 24-1, the second for the  
9 extension of time to the 31st?

10 MR. YARLETTS: Mr. Chairman, I'd  
11 like to make a motion in Case 24-1  
12 Shoregate Towers of 30901 Lakeshore  
13 Boulevard that we grant the appeal for an  
14 extension of time to take care of  
15 maintenance violations dated 1/24/2024 in  
16 Apartment 850.

17 MS. LANGRAF: Until March --

18 MR. YARLETTS: Until March 31st,  
19 2024.

20 MR. KOUDELA: Okay. Can I get a  
21 second?

22 MR. HILL: I second.

23 MR. KOUDELA: Mr. Hill, thank you.

24 Roll call.

25 MADAM SECRETARY: Mr. Koudela?

1 MR. KOUDELA: No.

2 MADAM SECRETARY: Mr. Flaisig?

3 MR. FLAISIG: No.

4 MADAM SECRETARY: Mr. Yarletts?

5 MR. YARLETTS: No.

6 MADAM SECRETARY: Mr. Hill?

7 MR. HILL: No.

8 MADAM SECRETARY: And Ms. Clarke?

9 MS. CLARKE: No.

10 MR. KOUDELA: Okay. Mr. O'Brien  
11 Case Number 24-1 will go in front of City  
12 Council at the next meeting as a  
13 recommendation for not to approve the  
14 appeals or the extension to March 31st,  
15 okay?

16 MR. O'BRIEN: Okay.

17 MR. KOUDELA: So, this brings us  
18 to Case Number 24-2. This is an appeal for  
19 property 1250 also in the East Building.

20 If you could please go over -- you  
21 know, that -- that appeal as well and what  
22 you're hoping to gain for that.

23 MR. O'BRIEN: Yes. So attached to  
24 our Notice of Appeal, which again is time  
25 stamped January 26th, 2024, Exhibit A,

1           There's a property maintenance notice dated  
2           January 23rd, 2024, which cites three  
3           property maintenance violations with  
4           respect to, I believe Unit 1250 in the  
5           property.

6                     And I'm going to go in backwards  
7           order here. The first has to do with roof  
8           maintenance or damage. It says property  
9           maintenance under Section 304.7 of the  
10          Code. The roof and flashing shall be  
11          sound, tight, and not have any defects that  
12          admit rain. Roof drainage shall be  
13          adequate to prevent dampness or  
14          deterioration of walls or interior portion  
15          of the structure. Gutters and downspouts  
16          shall be maintained in good repair and free  
17          of obstructions.

18                    The violation order or the order  
19          of corrections cited states that repair or  
20          replace roofing materials above Apartment  
21          1250, east master bedroom compliance stage  
22          two weeks later on February 6th, 2024.

23                    Above that, Section 305.3 of the  
24          Code of property maintenance, all  
25          structures, which are all -- all interior

1 surfaces, including windows and doors,  
2 shall be maintained in good, clean and  
3 sanitary condition. Peeling paint, cracked  
4 or loose plaster, decayed wood, and other  
5 defective surfaces or conditions shall be  
6 corrected.

7 The maintenance order states  
8 replace all water damaged drywall and  
9 ceilings and walls in Apartment 1250 east  
10 master bedroom. Compliance date again is  
11 February 6th, 2024.

12 Finally, Section 605.1, property  
13 maintenance. All electrical equipment,  
14 wiring and appliances shall be properly  
15 installed and maintained in a safe and  
16 approved manner.

17 And the Property Violation Notice  
18 says missing electrical faceplate on master  
19 bedroom wall receptacle in Apartment 1250  
20 East -- I guess it means replace that -- as  
21 of a compliance date of February 6th, 2024.

22 Was that done, the receptacle?

23 MS. HARTMAN: I -- I don't know.

24 MR. O'BRIEN: Okay. So, with  
25 respect to the -- for the last of the



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

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

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

1 to be replaced. Our contention will be  
2 that that is not contemplated by the Code  
3 and that should be disregarded entirely.

4 So, my client has contracted with  
5 a company to fix the roof above Apartment  
6 1250, but they're not able to do so at this  
7 point in time because of weather issues.

8 We do have -- and we're going to  
9 mark this as Exhibit A for the Board, and  
10 I've got more copies, but my client has  
11 contracted with Turn Key Property  
12 Solutions. We have a invoice dated  
13 February 5th, 2024 when the repairs of the  
14 roof will be made, but to this point in  
15 time, those repairs have not been made  
16 because they have not been able to because  
17 of the weather concerns to get up there and  
18 fix the problems.

19 So, my client will do so, and I  
20 believe Step -- and I believe Stephanie,  
21 they're going to be out when?

22 MS. HARTMAN: Monday morning.

23 MR. O'BRIEN: Monday morning,  
24 weather prevailing, right?

25 MS. HARTMAN: Yes.

1 MR. O'BRIEN: Okay.

2 Have not been able to do so at  
3 this point in time, correct?

4 MS. HARTMAN: Correct. Due to the  
5 chemicals that they use to fix the roof, it  
6 has to be a certain temperature.

7 MR. O'BRIEN: And it's been too  
8 cold so far to be able to fix the problem.

9 So, they can't do it if it's too  
10 cold?

11 MS. HARTMAN: Rain, snow, and the  
12 chemical [unintelligible] --

13 BZA MEMBER: Okay.

14 MR. YARLETTS: So, Mr. O'Brien,  
15 quick question.

16 MR. O'BRIEN: Yes.

17 MR. YARLETTS: Has there been any  
18 attempt as to a temporary fix, tarp put  
19 over? I mean, if I was living in Apartment  
20 1250, I don't --

21 MR. O'BRIEN: Yeah.

22 MR. YARLETTS: -- wouldn't  
23 appreciate water coming in.

24 MR. O'BRIEN: Do you know how --  
25 do you know what the extent of the problem

1 is?

2 MS. HARTMAN: I do not know the  
3 extent of it.

4 MR. O'BRIEN: Okay. I believe Mr.  
5 Brennan has pictures. They are, I believe  
6 small holes in plaster in the ceiling,  
7 they're not -- I don't believe water is,  
8 you know, running through in channels like  
9 a river into the apartment. I think it's a  
10 small issue.

11 And for the record, my client is  
12 more than happy to allow tenants to move.

13 MS. HARTMAN: I did offer them the  
14 chance to move and they denied that.

15 MR. O'BRIEN: So yeah, prop --  
16 people, I mean the 12th floor is a nice  
17 place because there's nice views --

18 FEMALE SPEAKER: [Unintelligible].

19 MR. O'BRIEN: -- yeah, so, a lot  
20 of people like it. If they -- if people  
21 want to move or if they want to, you know,  
22 get a different apartment because of the  
23 problem, Shoregate Towers company allows  
24 that, but if they don't want to leave  
25 because they don't think it's that big of a

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

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

22                  Do you have anything you want to  
23                  say?

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

1 inspection was they never called me and  
2 told me that the leak was there or anything  
3 because they owe me over \$6,000. So, when  
4 someone owes me that much money, they avoid  
5 me. They don't want to see me in the  
6 parking lot. So, they do everything to  
7 stay away from me. So, the only reason why  
8 they -- they called was because I put a  
9 Three Day Notice. So --

10 MR. O'BRIEN: Who is the tenant?

11 MS. HARTMAN: Jessica Burton and  
12 Mandale Thurman.

13 MR. O'BREIN: Okay. They're being  
14 evicted too, correct?

15 MS. HARTMAN: Correct.

16 MR. O'BRIEN: I'm not sure if  
17 we've gotten the date back on that one, but  
18 --

19 MS. HARTMAN: They called the day  
20 that I put the Three Day Notice on.

21 MR. O'BRIEN: But I don't think  
22 they -- they're not on the 23rd. I'm sure  
23 we got -- we have one eviction date on the  
24 23rd of the court, we have another on the  
25 fourth, and I haven't finished --

1 MS. HARTMAN: I haven't even --

2 MR. O'BRIEN: I haven't finished  
3 looking at the ones that I got from the  
4 court date, they sent me emails, so I  
5 haven't got all the emails for the fourth  
6 yet. I anticipate that eviction will take  
7 place on the fourth.

8 MR. KOUDELA: All right. Any  
9 questions?

10 BZA MEMBER: I have a number of  
11 them. So, Sean, you entered the building  
12 on 1/23; is that correct?

13 MR. BRENNAN: Mr. Chairman?

14 MR. KOUDELA: Yes, Mr. Brennan.

15 MR. BRENNAN: Actually, I do have  
16 some paperwork in regards to that from a  
17 Tenant Complaint Form and I do have some  
18 better pictures, so --

19 MR. KOUDELA: I would like to see  
20 those, please.

21 MR. BRENNAN: Yeah. If you could  
22 just pass those down there.

23 MR. KOUDELA: Thank you.

24 MR. BRENNAN: If you have an extra  
25 one we'll give it to...

1                   So, I received a complaint from  
2                   the tenant on 1/23. This is his complaint  
3                   form that he filled out to me. I think it  
4                   is reasonable time on there for these  
5                   repairs to be done.

6                   If you read his complaint, it's  
7                   been the second time. And after I did go  
8                   to this apartment, I kind of remember Mr.  
9                   Thurman in the elevator with myself and  
10                  Justin Clay. This was back, I want to say  
11                  it's either in August or September of last  
12                  year. I believe Mr. O'Brien was in there  
13                  too, in the elevator, and he showed us some  
14                  pictures of his apartment.

15                  So, this is the same apartment.  
16                  And you'll see in those pictures there that  
17                  I did take those better pictures toward  
18                  there -- it's toward the end I put them in  
19                  color. There was a lot of leaks. You can  
20                  see that the bedroom ceiling drywall,  
21                  obviously there was water when we went in  
22                  there and made that inspection. On the  
23                  carpet, you can see on the walls -- you've  
24                  got some black stuff going on in the walls  
25                  in the corner of the bedroom.



1 Same thing, you can see where  
2 waters coming in on these -- on the bedroom  
3 walls.

4 It's a couple areas, a few areas  
5 throughout that rear bedroom, and also  
6 electrical cover plate that is missing on  
7 that receptacle. It is a safety hazard.

8 BZA MEMBER: So, the complaint  
9 date is 1/23, which I think was a Tuesday.  
10 So is that the -- is that the day that --  
11 so the date of the complaint was the date  
12 that the notice was filed, so that was the  
13 date -- I'm sorry, that was the day you did  
14 or did not enter?

15 MR. BRENNAN: It was on 1/23 --

16 BZA MEMBER: Okay.

17 MR. BRENNAN: -- I entered that  
18 apartment. I also wrote the notice on  
19 1/23.

20 BZA MEMBER: Okay.

21 MR. KOUDELA: All right. Mr.  
22 Brennan -- I'm sorry.

23 BZA MEMBER: No, go ahead.

24 MR. KOUDELA: The drywall  
25 repair -- I'm referring to the picture of

1 the electrical outlet --

2 MR. BRENNAN: Yeah.

3 MR. KOUDELA: -- the vertical  
4 repair, is that near the water damage? And  
5 whereabouts is that in correlation to the  
6 drywall work that needed to be done and the  
7 water damage; do you remember?

8 MR. BRENNAN: This area's all  
9 over, you know, the wall in there.

10 MR. KOUDELA: Okay.

11 MR. BRENNAN: The one with the  
12 electrical I want to say probably the third  
13 picture back was kind of like in that area  
14 there.

15 MR. KOUDELA: Okay.

16 BZA MEMBER: So, notice date was  
17 1/23. And what was the first date that  
18 someone was called to come look at the  
19 roof?

20 MR. O'BRIEN: Do you know?

21 MS. HARTMAN: I do not know.

22 MR. O'BRIEN: Okay.

23 BZA MEMBER: So --

24 MR. O'BRIEN: Did Mr. Brennan give  
25 you this to see -- did he give you this

1 personally?

2 MS. HARTMAN: He did.

3 MR. O'BRIEN: Okay. And that was  
4 on the 23rd?

5 MS. HARTMAN: Correct.

6 MR. O'BRIEN: Okay. Did he give  
7 you these pictures as well on that date?

8 MS. HARTMAN: Correct.

9 MR. O'BRIEN: Okay. And when did  
10 you -- did you have Justin go upstairs and  
11 look at this?

12 MS. HARTMAN: Immediately.

13 MR. O'BRIEN: Okay. And why did  
14 you hire the roofing company?

15 MS. HARTMAN: To fix the issues.

16 MR. O'BRIEN: Okay. Typically,  
17 how long does it take to hire a roofing  
18 company to fix issues like that?

19 MS. HARTMAN: It really depends  
20 because they -- a lot of roofing companies  
21 will not take on such a small job because  
22 it's not that big of a job, so they don't  
23 want to take on such a small job on a 12  
24 story apartment community in the winter.

25 BZA MEMBER: Okay. So again, we

1 don't know when you first called?

2 MS. HARTMAN: I do not know.

3 BZA MEMBER: Okay. How many  
4 companies did you call before you settled  
5 on Turn Key?

6 MS. HARTMAN: It actually wasn't  
7 me that called, it was Alexis.

8 BZA MEMBER: Who's Alexis?

9 MR. O'BRIEN: Alexis Lyons is the  
10 regional manager that oversees not only  
11 this property, but other properties that  
12 are affiliated with Shortgate Towers. The  
13 companies that are involved here are  
14 Shoregate Towers, they have a complex  
15 called Addis View, which is a brand new  
16 apartment complex in the City of Cleveland  
17 at East 90th and Chester. They also own a  
18 company called -- I mean an apartment  
19 complex called Midtown Building, which is a  
20 recently rehabilitated building that was  
21 gutted and rehabbed at 3101 Euclid Avenue.  
22 They also own properties -- they have a  
23 property that's about to be rehabbed --  
24 gutted and rehabbed on Lakeshore Boulevard  
25 in the City of Cleveland near Bratenahl,

1 but Alexis oversees sort of all of those  
2 endeavors.

3 BZA MEMBER: So, Alexis hired Turn  
4 Key?

5 MS. HARTMAN: Correct.

6 BZA MEMBER: We don't know when  
7 Alexis contacted them?

8 MS. HARTMAN: I do not.

9 BZA MEMBER: We don't know who  
10 else Alexis contacted?

11 MS. HARTMAN: I do not.

12 BZA MEMBER: So we don't know if  
13 we asked any roofing companies for  
14 temporary repairs and a contract to  
15 complete repairs or anything like that?

16 MS. HARTMAN: I do not.

17 BZA MEMBER: In my experience,  
18 most roofing companies will come and either  
19 temporary patch or tarp, as Mr. Yarletts  
20 said, in anticipation of doing the work.

21 We talked about weather, I know  
22 we've had quite a stretch of better  
23 weather. So, are we looking for better  
24 weather than we've had these last two  
25 weeks?

1 MS. HARTMAN: I only know what I  
2 know, and this is all I've know because  
3 Alexis has been dealing with the roofing of  
4 this apartment.

5 BZA MEMBER: And no one has gone  
6 into the apartment to -- I understand that  
7 it's still leaking, but there are  
8 preventative measures we can take inside,  
9 cut out mold, put a trap that will come  
10 from the ceiling, plastic trap down into a  
11 bucket, anything to eliminate? So, no  
12 attempt has been made to remediate any  
13 mold, mildew, falling paint, all of the  
14 things that are pictured in Mr. Brennan's  
15 pictures?

16 MS. HARTMAN: Again, Alexis has  
17 been dealing with that part of the  
18 apartment, so...

19 BZA MEMBER: So, we don't have any  
20 information on any attempts of anything  
21 that we have done to remediate the  
22 situation other than we know that Turn Key  
23 has an invoice dated nine days ago to do  
24 the work.

25 MS. HARTMAN: That's just as much

1 as I know.

2 BZA MEMBER: Okay.

3 MR. KOUDELA: Okay. Any other  
4 questions?

5 Okay. So, Mr. O'Brien, what are  
6 you asking for? How many days? Do you  
7 want to put a date on it? Like the last  
8 one?

9 MR. O'BRIEN: What --

10 MR. KOUDELA: Sure, go ahead.

11 MR. O'BRIEN: -- we're doing is we  
12 can put the same date on it. It's February  
13 in Cleveland, Ohio, I believe we are coming  
14 up on a stretch of cold weather right now.  
15 As it is snowing today, and I believe it's  
16 supposed to be below freezing coming up  
17 this weekend, I would anticipate though,  
18 even the weather in Cleveland, there should  
19 be a day in the next -- in the next let's  
20 say four weeks that this should be able to  
21 be fixed.

22 So, I would ask for an extension  
23 to the middle of March; let's say March  
24 15th to complete this repair.

25 BZA MEMBER: And again, so I'm

1           sorry, I want to confirm you are asking for  
2           an extension until March 31st with no  
3           attempt to temporary repairs in the  
4           meantime?

5                   MR. O'BRIEN:  They will -- they  
6           will do whatever -- I think we can have --  
7           we can have Justin or another crew go up  
8           there and take a look inside the apartment.  
9           Again, it's not my understanding that this  
10          is water pouring into the unit, these are  
11          --

12                   BZA MEMBER:  Right.

13                   MR. O'BRIEN:  We can go up there  
14          and see what can be done, we can offer to  
15          have these tenants relocated or --

16                   BZA MEMBER:  A reasonable time to  
17          relocate someone for roofing repair that  
18          is -- I mean, based on these pictures, it's  
19          not recent, right?  This is not a recent  
20          issue that we would want to move someone  
21          for --

22                   MR. O'BRIEN:  And it's not an  
23          issue that my client had any knowledge of  
24          until Mr. Brennan filed this Violation  
25          Notice at the end of January.



1 MR. KOUDELA: Mr. -- sorry.

2 BZA MEMBER: No, I'm good. I'm  
3 good.

4 MR. KOUDELA: Mr. Brennan, you,  
5 you mentioned August in an elevator?

6 MR. BRENNAN: Yes.

7 MR. KOUDELA: What was that in  
8 regards to? Was that the initial complaint  
9 that you heard about this event?

10 MR. BRENNAN: Yes, from the  
11 tenant.

12 MR. KOUDELA: Okay. So, that was  
13 the initial complaint, and, to the best of  
14 your knowledge, Shoregate Towers knew about  
15 the leaking and the issues in Unit 1250?

16 MR. BRENNAN: Correct.

17 MR. KOUDELA: Okay.

18 MR. O'BRIEN: You said I was  
19 present?

20 MR. BRENNAN: Yes, you were.

21 MR. O'BRIEN: I don't recall the  
22 conversation, but that's okay --

23 MR. BRENNAN: Nope --

24 MR. O'BRIEN: -- I've got other  
25 things on my mind --

1 MR. BRENNAN: -- no, that's okay.

2 MR. O'BRIEN: Yeah.

3 MR. BRENNAN: It was the day that  
4 we were doing --

5 MR. O'BRIEN: I remember being  
6 there with you.

7 MR. BRENNAN: What's that?

8 MR. O'BRIEN: I remember being  
9 there with you and Justin --

10 MR. BRENNAN: Yes, in the  
11 elevator.

12 MR. O'BRIEN: -- but I don't  
13 recall -- I don't recall anybody saying  
14 that they had a problem with the ceiling in  
15 their unit.

16 MR. BRENNAN: Danny pulled out his  
17 phone and showed you pictures.

18 MR. O'BRIEN: Okay. Yeah.

19 BZA MEMBER: Okay.

20 MR. O'BRIEN: It's not the only  
21 time I [unintelligible] people.

22 MS. LANGRAF: Mr. Hill.

23 MR. HILL: Was there any attempt  
24 last week -- you said you were waiting for  
25 a nice day in the winter. Was there any

1 attempt to get them to come out on either  
2 of the 55 degree days last week so they  
3 could come out?

4 MS. HARTMAN: So, the gentleman's  
5 name is Jesse that works for the company  
6 and he came out and he checked to -- like,  
7 the spots to see, obviously, so he can give  
8 us the grand total of what it would be.  
9 So, that's when he gave us this and said  
10 what day he would be able to come out.

11 MR. HILL: And he didn't cover it?  
12 I mean, you guys were hiring him, I guess,  
13 so, he didn't try covering it, trying to --

14 MS. HARTMAN: That's as far as I  
15 know, I am so sorry.

16 MR. HILL: -- secure the area.

17 MR. KOUDELA: But he was able to  
18 gain access to the roof?

19 MS. HARTMAN: Justin gave him  
20 access to the roof.

21 MR. KOUDELA: So, Justin can gain  
22 access to that one?

23 MS. HARTMAN: I don't know if he  
24 went in the unit, I just know that he was  
25 able to go up to the roof.

1 MR. KOUDELA: Okay.

2 MR. O'BRIEN: You don't know if  
3 he's a salesman or a repairman, do you?

4 MS. HARTMAN: Jesse?

5 MR. O'BRIEN: Yeah.

6 MS. HARTMAN: He is a repairman.

7 MR. O'BRIEN: Okay. All right.

8 MR. KOUDELA: Anything else?

9 Okay. So Ms. Langraf, is this the  
10 same --

11 MS. LANGRAF: Hold on a second.  
12 Do you have anything else to add?

13 MR. O'BRIEN: No. I said my --  
14 essentially my same arguments would be the  
15 same for the two motions.

16 MS. LANGRAF: Okay. So, you are  
17 asking for a general appeal of all of the  
18 cited violations, right?

19 MR. O'BRIEN: Yeah. So, the first  
20 motion would be that -- that all the -- the  
21 violation notices are --

22 MS. LANGRAF: Just a general  
23 appeal that --

24 MR. O'BRIEN: -- a general appeal  
25 saying that they are not consistent with

1 the Code -

2 MS. LANGRAF: Okay.

3 MR. O'BRIEN: -- and therefore  
4 they should be disregarded by this Board --

5 MS. LANGRAF: And then the --

6 MR. O'BRIEN: -- there should be  
7 an additional amount of time to make the  
8 repairs until March 15th, because the  
9 amount of time on the circumstances is  
10 unreasonable. So, we're asking for March  
11 15th to complete these repairs, fix  
12 everything within his suite.

13 MS. LANGRAF: Okay.

14 MR. KOUDELA: And actually, Ms.  
15 Langraf, did Mr. O'Brien, I thought you  
16 said that number one, the missing  
17 electrical outlet wasn't a big deal --

18 MR. O'BRIEN: I believe that's the  
19 --

20 MR. KOUDELA: You weren't here for  
21 that, that was your first statement.

22 MR. O'BRIEN: I believe that was a  
23 maintenance issue, but that's covered in  
24 the first part of the [unintelligible].

25 MS. LANGRAF: It would be covered

1 in the extension as well, is that what  
2 you're asking for as well?

3 MR. O'BRIEN: It can be fixed  
4 tomorrow. I mean, if it's not -- it'll be  
5 fixed.

6 MS. LANGRAF: All right. So, it's  
7 going to be a general appeal of all of the  
8 Property Maintenance Code violations  
9 referenced in January 21st, 2024 citation,  
10 so, you'll vote on that.

11 And then the second motion would  
12 be for an appeal on the Applicant's request  
13 for an extension of time.

14 MR. KOUDELA: To March 15th,  
15 correct?

16 MS. LANGRAF: To March 15th to  
17 repair the stated violations.

18 BZA MEMBER: Is this going to be  
19 five motions?

20 MS. LANGRAF: Two motions.

21 BZA MEMBER: One motion for  
22 general appeal of all three --

23 MS. LANGRAF: Just -- one second.  
24 It's one Property Maintenance Notice, and  
25 the first is going to be an appeal just

1 generally that -- that the Applicant  
2 believes the Property Maintenance Code is  
3 not appropriately applied and there's a  
4 violation, and then secondly, that they  
5 want to extension of time.

6 BZA MEMBER: Got it.

7 MR. KOUDELA: Okay. Would  
8 somebody like to make a motion in Case  
9 Number 24-2?

10 BZA MEMBER: Mr. Chairman? I'd  
11 like to make a motion in Case 24-2. This  
12 is Shoregate Towers, NS, LLC, Lemma  
13 Getachew and Guenet Indale 30901 Lakeshore  
14 Boulevard, seeking to grant an appeal of  
15 again the aforementioned, Shoregate Towers  
16 NS, LLC, Lemma Getachew and Guenet Indale,  
17 for the violation dated 1/23/24 in  
18 Apartment 1250 of the East Building  
19 according to Property Code 605.1, 305.3,  
20 and 304.7.

21 MR. KOUDELA: Okay. Thank you.  
22 Can I get a second, please?

23 MS. CLARKE: I second.

24 MR. KOUDELA: Ms. Clark, thank  
25 you.

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Roll call?

MADAM SECRETARY: Mr. Koudela?

MR. KOUDELA: No.

MADAM SECRETARY: Mr. Flaisig?

MR. FLAISIG: No.

MADAM SECRETARY: Mr. Yarletts?

MR. YARLETTS: No.

MADAM SECRETARY: Mr. Hill?

MR. HILL: No.

MADAM SECRETARY: Ms. Clarke?

MS. CLARKE: No.

MR. KOUDELA: Okay. Can I get a  
-- does someone want to make a motion for  
the second extension of March 15th, please?

BZA MEMBER: Mr. Chairman, I'd  
like to make a motion in Case 24-2  
Shoregate Towers NS, LLC, Lemma Getachew  
and Guenet Indale at 30901 Lakeshore  
Boulevard, seeking an -- seeking to grant  
an appeal of, again, Shoregate Towers, NS,  
LLC, Lemma Getachew and Guenet Indale to  
the violation dated 1/23/24. This is for  
Apartment 1250 East Building with Property  
Management Code 605.1, 305.3, 304.7,  
seeking to extend the compliance date to



1 March 15th of 2024.

2 MR. KOUDELA: Okay. Thank you.

3 Can I get a second?

4 MR. YARLETTS: I'll second.

5 MR. KOUDELA: Thank you, Mr.

6 Yarletts.

7 And roll call.

8 MADAM SECRETARY: Mr. Koudela?

9 MR. KOUDELA: No.

10 MADAM SECRETARY: Mr. Flaisig?

11 MR. FLAISIG: No.

12 MADAM SECRETARY: Mr. Yarletts?

13 MR. YARLETTS: No.

14 MADAM SECRETARY: Mr. Hill?

15 MR. HILL: No.

16 MADAM SECRETARY: Ms. Clarke?

17 MS. CLARKE: No.

18 MR. KOUDELA: Okay. Mr. O'Brien

19 Board of Zoning Appeals is going to

20 recommend that at the next council meeting

21 to deny both of your appeals for 24-2.

22 MR. O'BRIEN: Okay.

23 MR. KOUDELA: I'd recommend you go

24 that council meeting as well, all right?

25 MR. O'BRIEN: And we -- we'll get

1 notice of this today?

2 MS. LANGRAF: A written notice of  
3 the meeting?

4 MR. O'BRIEN: Of this -- of a  
5 written notice of the Board

6 MS. LANGRAF: A what?

7 MR. O'BRIEN: We'll receive a  
8 written notice of this Board.

9 MS. LANGRAF: A written notice of  
10 this Board of what?

11 MR. O'BRIEN: About the issues of  
12 [unintelligible].

13 MS. LANGRAF: He's going to type  
14 them up.

15 MR. O'BRIEN: Yeah. And it'll be  
16 mailed to me?

17 MS. LANGRAF: Sure.

18 MR. O'BRIEN: Or emailed to me?

19 MS. LANGRAF: Sure.

20 MR. O'BRIEN: Thanks. All right.  
21 Thank you.

22 MR. KOUDELA: All right. Thank  
23 you.

24 Okay. Any old business we need to  
25 discuss?

1 BZA MEMBER: No.

2 MR. KOUDELA: Any new business?

3 All right. Someone want to make a  
4 motion to adjourn?

5 MR. YARLETTS: Mr. Chairman, I'd  
6 like to make a motion to adjourn.

7 MR. KOUDELA: Can I get a second?

8 MR. HILL: Second.

9 MR. KOUDELA: Thank you, Mr. Hill.  
10 Roll call.

11 MADAM SECRETARY: Mr. Koudela?

12 MR. KOUDELA: Aye.

13 MADAM SECRETARY: Mr. Flaisig?

14 MR. FLAISIG: Aye.

15 MADAM SECRETARY: Mr. Yarletts?

16 MR. YARLETTS: Aye.

17 MADAM SECRETARY: Mr. Hill?

18 MR. HILL: Aye.

19 MADAM SECRETARY: Ms. Clarke?

20 MS. CLARKE: Aye.

21 MR. KOUDELA: Okay. Meeting  
22 adjourned at 8:46. Thank you.

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C E R T I F I C A T E

I, Brian Kuebler, a Notary Public within  
and for the State of Ohio, do hereby certify that  
I attended the foregoing meeting in its entirety,  
that I wrote the same in stenotypy, and that this  
is a true and correct transcript of my  
computer-aided notes.

IN WITNESS WHEREOF, I have hereunto set my  
hand and seal of office, at Cleveland, Ohio, this  
11 day of MARCH A.D. 2024.

*Brian Kuebler* - Electronic Signature

\_\_\_\_\_  
Brian Kuebler, Notary Public, State of Ohio  
My commission expires June 12, 2027

<b>\$</b>	92:13	<b>5</b>	<b>action</b> [2] - 9:20, 41:6	25:11
<b>\$6,000</b> [1] - 70:3	<b>2027</b> [1] - 92:18	<b>50</b> [2] - 48:16, 48:19	<b>Acts</b> [1] - 24:11	<b>amount</b> [10] - 14:6,
<b>1</b>	<b>20th</b> [5] - 16:19, 23:15,	<b>55</b> [1] - 83:2	<b>ad</b> [1] - 40:15	14:15, 15:1, 20:18,
<b>1/23</b> [6] - 71:12, 72:2,	45:7, 55:8, 55:15	<b>5th</b> [1] - 66:13	<b>add</b> [2] - 20:7, 84:12	33:15, 36:23, 54:12,
73:9, 73:15, 73:19,	<b>21st</b> [1] - 86:9		<b>added</b> [1] - 20:8	57:5, 85:7, 85:9
74:17	<b>22nd</b> [1] - 53:11	<b>6</b>	<b>Addis</b> [1] - 76:15	<b>announced</b> [1] - 11:11
<b>1/23/24</b> [2] - 87:17,	<b>23rd</b> [4] - 63:2, 70:22,	<b>605.1</b> [3] - 64:12,	<b>additional</b> [4] - 25:9,	<b>annual</b> [4] - 31:10,
88:22	70:24, 75:4	87:19, 88:24	25:12, 69:12, 85:7	31:13, 34:5, 52:10
<b>1/24/2024</b> [2] - 60:5,	<b>24-1</b> [8] - 4:14, 5:4,	<b>65</b> [1] - 44:3	<b>address</b> [6] - 4:17,	<b>answer</b> [3] - 17:12,
61:15	53:19, 59:10, 59:23,	<b>6th</b> [3] - 63:22, 64:11,	4:20, 7:25, 8:2, 14:7,	17:13, 43:1
<b>1/24/24</b> [1] - 5:5	61:8, 61:11, 62:11	64:21	37:19	<b>answering</b> [1] - 16:16
<b>10</b> [3] - 23:23, 46:2,	<b>24-2</b> [5] - 62:18, 87:9,	<b>7</b>	<b>addressed</b> [1] - 38:6	<b>anticipate</b> [9] - 16:9,
55:20	87:11, 88:16, 89:21	<b>7</b> [3] - 23:22, 55:20,	<b>adequate</b> [7] - 14:6,	23:16, 23:20, 23:25,
<b>106</b> [1] - 42:2	<b>24th</b> [7] - 9:11, 18:6,	65:2	14:13, 14:15, 14:25,	43:5, 45:23, 46:6,
<b>107</b> [2] - 6:10, 42:2	19:20, 36:9, 46:19,	<b>7:30</b> [1] - 1:8	36:1, 45:7, 63:13	71:6, 79:17
<b>107.2</b> [1] - 42:4	56:22, 58:8		<b>adjacent</b> [2] - 32:21,	<b>anticipation</b> [1] -
<b>10th</b> [1] - 25:10	<b>26th</b> [20] - 11:19,	<b>8</b>	33:8	77:20
<b>11</b> [2] - 4:21, 92:13	12:23, 17:5, 18:16,	<b>8</b> [1] - 15:21	<b>adjourn</b> [2] - 91:4,	<b>Apartment</b> [21] - 5:6,
<b>12</b> [2] - 75:23, 92:18	18:17, 18:22, 20:2,	<b>850</b> [15] - 5:6, 5:25,	91:6	5:25, 15:15, 18:9,
<b>12434</b> [1] - 4:20	20:6, 20:14, 20:22,	15:15, 18:9, 19:21,	<b>adjourned</b> [1] - 91:22	19:21, 25:15, 31:11,
<b>1250</b> [11] - 62:19, 63:4,	21:4, 21:10, 21:12,	25:15, 31:11, 33:6,	<b>admit</b> [1] - 63:12	33:5, 48:8, 56:22,
63:21, 64:9, 64:19,	21:23, 21:24, 22:4,	40:20, 48:8, 52:20,	<b>admittance</b> [1] - 7:6	58:8, 60:5, 61:16,
65:18, 66:6, 67:20,	35:22, 36:11, 47:9,	56:22, 58:8, 60:6,	<b>affiliated</b> [1] - 76:12	63:20, 64:9, 64:19,
81:15, 87:18, 88:23	62:25	61:16	<b>affiliation</b> [1] - 8:11	65:18, 66:5, 67:19,
<b>12th</b> [1] - 68:16	<b>27</b> [1] - 26:21	<b>8:46</b> [1] - 91:22	<b>afforementioned</b> [1] -	87:18, 88:23
<b>1332.05</b> [1] - 60:6	<b>29th</b> [8] - 6:3, 20:13,		87:15	<b>apartment</b> [42] - 7:14,
<b>1367.01</b> [2] - 14:12,	20:17, 20:25, 21:1,	<b>9</b>	<b>age</b> [1] - 48:20	19:22, 20:5, 20:14,
60:6	21:11, 22:2, 36:12	<b>90th</b> [1] - 76:17	<b>ago</b> [1] - 78:23	20:19, 22:11, 23:1,
<b>13th</b> [2] - 2:20, 2:23	<b>2:34</b> [2] - 11:19, 18:22	<b>9th</b> [2] - 17:4, 50:17	<b>agree</b> [7] - 14:2,	23:9, 23:12, 24:16,
<b>14</b> [1] - 1:7	<b>2nd</b> [2] - 17:3, 50:15		53:20, 54:1, 54:21,	25:22, 26:25, 28:4,
<b>14th</b> [1] - 55:17		<b>A</b>	57:11, 58:15, 60:12	28:11, 29:24, 30:1,
<b>15th</b> [8] - 53:12, 79:24,	<b>304.7</b> [3] - 63:9, 87:20,	<b>A.D</b> [1] - 92:13	<b>ahead</b> [3] - 29:6,	31:17, 32:10, 32:12,
85:8, 85:11, 86:14,	88:24	<b>able</b> [18] - 10:23,	73:23, 79:10	32:24, 33:21, 33:25,
86:16, 88:14, 89:1	<b>305.3</b> [3] - 63:23,	10:24, 23:11, 36:19,	<b>aided</b> [1] - 92:10	40:17, 43:7, 46:8,
<b>16</b> [1] - 27:25	87:19, 88:24	39:6, 43:3, 45:11,	<b>Alexis</b> [9] - 76:7, 76:8,	46:9, 51:15, 51:23,
<b>18</b> [9] - 12:14, 12:21,	<b>309.1</b> [4] - 5:14, 14:25,	50:1, 66:6, 66:16,	76:9, 77:1, 77:3,	68:9, 68:22, 69:19,
12:22, 19:14, 27:22,	56:24, 58:10	67:2, 67:8, 69:7,	77:7, 77:10, 78:3,	72:8, 72:14, 72:15,
27:24, 49:12, 52:13,	<b>30901</b> [5] - 8:8, 59:24,	69:8, 79:20, 83:10,	78:16	73:18, 75:24, 76:16,
52:16	61:12, 87:13, 88:18	83:17, 83:25	<b>Alfredo</b> [2] - 31:15,	76:18, 78:4, 78:6,
<b>1970</b> [1] - 48:17	<b>3101</b> [1] - 76:21	<b>absolutely</b> [1] - 43:18	31:24	78:18, 80:8
<b>1971</b> [1] - 48:18	<b>31st</b> [7] - 56:8, 56:9,	<b>access</b> [12] - 17:5,	<b>Allegiance</b> [1] - 2:4	<b>apartments</b> [6] -
<b>1972</b> [1] - 48:18	58:11, 61:9, 61:18,	24:24, 32:10, 36:20,	<b>allow</b> [17] - 7:12, 10:2,	24:20, 27:3, 27:19,
	62:14, 80:2	41:17, 44:15, 46:22,	15:4, 17:9, 24:14,	31:12, 32:22, 34:7
<b>2</b>	<b>3</b>	50:5, 51:18, 83:18,	24:19, 24:24, 24:25,	<b>Appeal</b> [2] - 9:15,
<b>20</b> [1] - 22:7	<b>304.7</b> [3] - 63:9, 87:20,	83:20, 83:22	25:9, 37:20, 39:8,	62:24
<b>2015</b> [4] - 6:25, 14:4,	88:24	<b>absolutely</b> [1] - 43:18	42:23, 42:25, 68:12,	<b>appeal</b> [27] - 4:14,
14:9, 38:11	<b>305.3</b> [3] - 63:23,	<b>access</b> [12] - 17:5,	69:2, 69:11, 69:14	20:22, 20:24, 22:8,
<b>2022</b> [2] - 53:11, 53:12	87:19, 88:24	24:24, 32:10, 36:20,	<b>allowed</b> [5] - 25:6,	30:21, 45:2, 53:23,
<b>2023</b> [2] - 2:23, 8:19	<b>309.1</b> [4] - 5:14, 14:25,	41:17, 44:15, 46:22,	29:4, 38:18, 40:4,	54:18, 55:2, 56:18,
<b>2024</b> [15] - 1:7, 9:11,	56:24, 58:10	50:5, 51:18, 83:18,	51:16	57:3, 58:4, 59:25,
56:22, 58:8, 58:11,	<b>30901</b> [5] - 8:8, 59:24,	83:20, 83:22	<b>allowing</b> [5] - 6:17,	60:8, 61:13, 62:18,
61:19, 62:25, 63:2,	61:12, 87:13, 88:18	<b>according</b> [1] - 87:19	6:22, 23:22, 41:17,	62:21, 84:17, 84:23,
63:22, 64:11, 64:21,	<b>3101</b> [1] - 76:21	<b>accumulate</b> [1] -	42:7	84:24, 86:7, 86:12,
66:13, 86:9, 89:1,	<b>31st</b> [7] - 56:8, 56:9,	24:19	<b>allows</b> [1] - 68:23	86:22, 86:25, 87:14,
	58:11, 61:9, 61:18,	<b>Act</b> [1] - 38:13	<b>ALSO</b> [1] - 1:14	88:20
	62:14, 80:2		<b>ameliorate</b> [4] - 7:4,	<b>appealing</b> [1] - 53:25
	<b>4</b>		17:19, 24:25, 43:3	<b>Appeals</b> [1] - 89:19
	<b>4</b> [1] - 42:5		<b>ameliorating</b> [1] -	<b>APPEALS</b> [1] - 1:2
	<b>403</b> [4] - 22:25, 40:17,		42:15	<b>appeals</b> [2] - 62:14,
	40:22, 48:21		<b>amend</b> [2] - 15:3,	89:21
	<b>44095</b> [1] - 8:9			
	<b>44106</b> [1] - 4:21			
	<b>4th</b> [4] - 16:9, 23:17,			
	23:24, 46:2			

<p><b>appearance</b> [1] - 23:18</p> <p><b>Appellant</b> [1] - 57:2</p> <p><b>appellants</b> [1] - 54:19</p> <p><b>appliances</b> [1] - 64:14</p> <p><b>Applicant</b> [1] - 87:1</p> <p><b>applicant</b> [2] - 54:2, 60:12</p> <p><b>Applicant's</b> [1] - 86:12</p> <p><b>application</b> [2] - 53:11, 54:20</p> <p><b>applied</b> [4] - 54:3, 54:22, 54:24, 87:3</p> <p><b>applies</b> [1] - 60:11</p> <p><b>apply</b> [1] - 48:12</p> <p><b>appointment</b> [1] - 34:5</p> <p><b>appreciate</b> [1] - 67:23</p> <p><b>appropriately</b> [4] - 54:2, 54:22, 54:24, 87:3</p> <p><b>approval</b> [1] - 53:19</p> <p><b>approve</b> [3] - 2:19, 2:22, 62:13</p> <p><b>approved</b> [2] - 5:19, 64:16</p> <p><b>aptly</b> [1] - 12:10</p> <p><b>area</b> [3] - 32:3, 74:13, 83:16</p> <p><b>area's</b> [1] - 74:8</p> <p><b>areas</b> [7] - 12:16, 19:12, 25:16, 27:18, 49:13, 73:4</p> <p><b>argument</b> [3] - 36:1, 41:19, 41:23</p> <p><b>arguments</b> [1] - 84:14</p> <p><b>arrived</b> [1] - 21:7</p> <p><b>aspect</b> [1] - 9:2</p> <p><b>AT</b> [1] - 1:8</p> <p><b>attached</b> [2] - 9:14, 62:23</p> <p><b>attempt</b> [13] - 17:5, 25:15, 28:4, 29:1, 30:8, 35:15, 44:13, 44:15, 67:18, 78:12, 80:3, 82:23, 83:1</p> <p><b>attempted</b> [5] - 7:4, 7:10, 13:3, 30:4, 36:10</p> <p><b>attempting</b> [2] - 17:5, 44:8</p> <p><b>attempts</b> [7] - 17:3, 35:1, 35:19, 35:22, 36:4, 44:13, 78:20</p> <p><b>attend</b> [1] - 34:24</p> <p><b>attended</b> [1] - 92:7</p> <p><b>attention</b> [1] - 12:19</p> <p><b>attorney</b> [2] - 4:19, 4:22</p> <p><b>attracts</b> [2] - 24:20,</p>	<p>38:19</p> <p><b>August</b> [3] - 8:19, 72:11, 81:5</p> <p><b>Authority</b> [2] - 15:23, 15:24</p> <p><b>Avenue</b> [1] - 76:21</p> <p><b>avoid</b> [1] - 70:4</p> <p><b>aware</b> [1] - 36:15</p> <p><b>Aye</b> [11] - 2:14, 3:5, 3:7, 3:9, 3:11, 3:13, 91:12, 91:14, 91:16, 91:18, 91:20</p>	<p>22:13, 23:5, 65:8, 66:9, 69:11, 85:4, 89:19, 90:5, 90:8, 90:10</p> <p><b>bono</b> [1] - 45:14</p> <p><b>Boulevard</b> [6] - 8:8, 59:25, 61:13, 76:24, 87:14, 88:19</p> <p><b>brand</b> [1] - 76:15</p> <p><b>Bratenahl</b> [1] - 76:25</p> <p><b>BRENNAN</b> [39] - 4:8, 4:12, 21:14, 21:16, 21:20, 31:8, 31:10, 31:24, 32:11, 32:15, 32:18, 33:18, 33:20, 34:4, 34:10, 34:15, 34:17, 46:17, 46:20, 46:23, 71:13, 71:15, 71:21, 71:24, 73:15, 73:17, 74:2, 74:8, 74:11, 81:6, 81:10, 81:16, 81:20, 81:23, 82:1, 82:3, 82:7, 82:10, 82:16</p> <p><b>Brennan</b> [15] - 5:10, 5:21, 21:7, 33:9, 33:23, 36:16, 43:17, 46:14, 52:10, 68:5, 71:14, 73:22, 74:24, 80:24, 81:4</p> <p><b>Brennan's</b> [2] - 36:15, 78:14</p> <p><b>Brian</b> [3] - 92:5, 92:16, 92:17</p> <p><b>BRIAN</b> [1] - 1:18</p> <p><b>bring</b> [9] - 6:19, 6:23, 14:8, 14:17, 14:22, 15:5, 17:20, 28:19, 42:9</p> <p><b>brings</b> [2] - 33:14, 62:17</p> <p><b>brought</b> [6] - 20:24, 21:9, 31:20, 36:22</p> <p><b>bucket</b> [1] - 78:11</p> <p><b>bug</b> [3] - 22:24, 23:2, 23:8</p> <p><b>bugs</b> [5] - 24:15, 27:17, 37:10, 37:12</p> <p><b>Building</b> [10] - 5:6, 5:25, 18:10, 31:12, 56:23, 58:9, 62:19, 76:19, 87:18, 88:23</p> <p><b>building</b> [11] - 6:12, 12:15, 17:22, 19:13, 23:1, 48:19, 52:15, 65:4, 69:9, 71:11, 76:20</p> <p><b>buildings</b> [1] - 26:18</p> <p><b>built</b> [1] - 48:17</p> <p><b>Burton</b> [1] - 70:11</p>	<p><b>business</b> [2] - 90:24, 91:2</p> <p><b>busted</b> [1] - 34:13</p> <p><b>BY</b> [4] - 1:18, 8:16, 27:20, 28:25</p> <p><b>BZA</b> [75] - 5:2, 30:3, 30:7, 30:14, 30:19, 31:5, 32:9, 32:16, 32:21, 33:7, 33:9, 33:14, 34:19, 35:4, 35:7, 35:12, 35:14, 35:18, 35:21, 35:25, 36:3, 36:6, 37:1, 37:6, 37:21, 37:24, 38:7, 38:21, 38:23, 38:25, 39:3, 39:10, 39:13, 39:15, 40:10, 40:13, 40:19, 45:5, 47:5, 50:9, 51:21, 52:3, 52:13, 54:25, 59:13, 67:13, 71:10, 73:8, 73:16, 73:20, 73:23, 74:16, 74:23, 75:25, 76:3, 76:8, 77:3, 77:6, 77:9, 77:12, 77:17, 78:5, 78:19, 79:2, 79:25, 80:12, 80:16, 81:2, 82:19, 86:18, 86:21, 87:6, 87:10, 88:15, 91:1</p>	<p>91:5</p> <p><b>chance</b> [1] - 68:14</p> <p><b>changed</b> [1] - 47:22</p> <p><b>channels</b> [1] - 68:8</p> <p><b>check</b> [2] - 22:2, 44:5</p> <p><b>checked</b> [3] - 32:22, 33:8, 83:6</p> <p><b>chemical</b> [1] - 67:12</p> <p><b>chemicals</b> [4] - 40:4, 40:8, 67:5</p> <p><b>Chester</b> [1] - 76:17</p> <p><b>children</b> [1] - 29:8</p> <p><b>CHRISTINE</b> [1] - 1:16</p> <p><b>chutes</b> [1] - 12:17</p> <p><b>circumstance</b> [1] - 43:14</p> <p><b>circumstances</b> [9] - 14:7, 36:14, 41:24, 42:18, 45:10, 50:8, 51:8, 65:10, 85:9</p> <p><b>citation</b> [3] - 39:17, 43:10, 86:9</p> <p><b>cited</b> [7] - 17:24, 18:2, 38:24, 39:16, 63:19, 84:18</p> <p><b>cites</b> [1] - 63:2</p> <p><b>City</b> [9] - 14:11, 15:2, 19:20, 21:2, 41:7, 62:11, 69:25, 76:16, 76:25</p> <p><b>clarify</b> [2] - 46:15, 53:18</p> <p><b>clarity</b> [1] - 33:5</p> <p><b>Clark</b> [1] - 87:24</p> <p><b>CLARKE</b> [23] - 1:13, 3:1, 3:13, 8:10, 18:3, 28:3, 28:10, 29:18, 29:22, 41:19, 43:4, 43:9, 43:12, 43:18, 43:22, 50:20, 58:2, 61:4, 62:9, 87:23, 88:11, 89:17, 91:20</p> <p><b>Clarke</b> [8] - 2:17, 3:12, 58:1, 61:3, 62:8, 88:10, 89:16, 91:19</p> <p><b>Clay</b> [2] - 32:15, 72:10</p> <p><b>clean</b> [5] - 24:11, 24:14, 24:16, 27:3, 64:2</p> <p><b>cleaned</b> [1] - 46:8</p> <p><b>Clerk</b> [2] - 13:14, 16:24</p> <p><b>Cleveland</b> [7] - 4:21, 69:6, 76:16, 76:25, 79:13, 79:18, 92:12</p> <p><b>client</b> [19] - 6:4, 15:4, 18:11, 18:12, 23:21, 36:10, 36:19, 38:4, 43:2, 43:16, 45:11, 45:24, 50:5, 66:4,</p>
	<b>B</b>			
	<p><b>backwards</b> [1] - 63:6</p> <p><b>bad</b> [3] - 24:7, 24:8, 24:18</p> <p><b>bag</b> [1] - 29:20</p> <p><b>bar</b> [2] - 11:9, 42:25</p> <p><b>barred</b> [2] - 7:15, 30:9</p> <p><b>barricade</b> [1] - 43:6</p> <p><b>barring</b> [3] - 16:15, 23:17, 45:10</p> <p><b>based</b> [2] - 43:19, 80:18</p> <p><b>basis</b> [7] - 40:15, 45:14, 51:12, 55:2, 56:24, 57:4, 60:8</p> <p><b>bathroom</b> [3] - 32:3, 32:5, 32:7</p> <p><b>become</b> [1] - 51:1</p> <p><b>bed</b> [1] - 37:12</p> <p><b>bedbug</b> [3] - 27:25, 28:1, 38:1</p> <p><b>bedroom</b> [7] - 63:21, 64:10, 64:19, 72:20, 72:25, 73:2, 73:5</p> <p><b>bedrooms</b> [1] - 32:3</p> <p><b>behalf</b> [2] - 4:22, 23:18</p> <p><b>behind</b> [1] - 45:19</p> <p><b>belabor</b> [1] - 69:4</p> <p><b>believes</b> [1] - 87:2</p> <p><b>below</b> [1] - 79:16</p> <p><b>best</b> [1] - 81:13</p> <p><b>better</b> [4] - 71:18, 72:17, 77:22, 77:23</p> <p><b>between</b> [1] - 30:20</p> <p><b>beyond</b> [1] - 65:21</p> <p><b>big</b> [3] - 68:25, 75:22, 85:17</p> <p><b>biggest</b> [2] - 27:15, 49:7</p> <p><b>black</b> [1] - 72:24</p> <p><b>blank</b> [1] - 32:13</p> <p><b>BOARD</b> [2] - 1:2, 1:11</p> <p><b>Board</b> [14] - 10:11, 13:10, 14:2, 22:8,</p>			
			<b>C</b>	
			<p><b>cannot</b> [1] - 40:9</p> <p><b>care</b> [2] - 22:14, 61:14</p> <p><b>cares</b> [1] - 22:14</p> <p><b>carpentry</b> [1] - 47:19</p> <p><b>carpet</b> [1] - 72:23</p> <p><b>case</b> [4] - 14:25, 15:20, 16:7, 18:1</p> <p><b>Case</b> [11] - 4:14, 5:3, 53:19, 59:23, 61:8, 61:11, 62:11, 62:18, 87:8, 87:11, 88:16</p> <p><b>cases</b> [1] - 3:15</p> <p><b>Cedar</b> [1] - 4:20</p> <p><b>ceiling</b> [4] - 68:6, 72:20, 78:10, 82:14</p> <p><b>ceilings</b> [2] - 32:4, 64:9</p> <p><b>cellphone</b> [1] - 18:19</p> <p><b>certain</b> [1] - 67:6</p> <p><b>certify</b> [1] - 92:6</p> <p><b>chain</b> [1] - 7:15</p> <p><b>Chairman</b> [11] - 2:21, 21:14, 31:8, 33:18, 59:16, 59:22, 61:10, 71:13, 87:10, 88:15,</p>	

<p>66:10, 66:19, 68:11, 69:7, 80:23  <b>client's</b> [1] - 7:2  <b>clients</b> [1] - 5:11  <b>close</b> [1] - 28:1  <b>Code</b> [40] - 5:14, 6:7, 6:10, 6:21, 6:24, 7:1, 14:5, 14:10, 14:18, 14:24, 17:16, 17:21, 18:1, 22:6, 22:8, 22:21, 22:23, 23:6, 24:13, 38:12, 41:2, 41:3, 42:2, 42:11, 54:21, 56:21, 56:24, 58:7, 58:10, 63:10, 63:24, 65:3, 65:22, 66:2, 69:14, 85:1, 86:8, 87:2, 87:19, 88:24  <b>code</b> [1] - 6:9  <b>Codified</b> [3] - 14:11, 54:13, 60:6  <b>cold</b> [4] - 67:8, 67:10, 69:10, 79:14  <b>color</b> [1] - 72:19  <b>coming</b> [7] - 19:2, 38:9, 40:5, 67:23, 73:2, 79:13, 79:16  <b>COMMENCING</b> [1] - 1:8  <b>comments</b> [1] - 53:14  <b>commission</b> [1] - 92:18  <b>common</b> [5] - 12:16, 19:12, 25:16, 27:18, 49:13  <b>community</b> [1] - 75:24  <b>companies</b> [11] - 27:5, 27:13, 28:22, 37:2, 49:4, 49:6, 75:20, 76:4, 76:13, 77:13, 77:18  <b>company</b> [19] - 7:9, 9:5, 9:22, 12:5, 12:10, 26:11, 27:5, 40:6, 40:14, 40:24, 50:22, 66:5, 68:23, 69:8, 69:16, 75:14, 75:18, 76:18, 83:5  <b>Complaint</b> [1] - 71:17  <b>complaint</b> [9] - 45:17, 52:7, 72:1, 72:2, 72:6, 73:8, 73:11, 81:8, 81:13  <b>complaints</b> [3] - 50:1, 52:16, 52:17  <b>complete</b> [4] - 31:13, 77:15, 79:24, 85:11  <b>completed</b> [1] - 35:23  <b>complex</b> [6] - 23:9,</p>	<p>40:18, 40:22, 76:14, 76:16, 76:19  <b>Compliance</b> [1] - 64:10  <b>compliance</b> [19] - 6:2, 6:5, 6:20, 6:24, 14:8, 14:17, 14:22, 15:6, 17:20, 20:12, 28:20, 36:12, 36:22, 42:10, 56:25, 60:9, 63:21, 64:21, 88:25  <b>complies</b> [1] - 23:6  <b>comply</b> [7] - 14:4, 22:6, 22:19, 22:23, 24:9, 57:6, 58:12  <b>computer</b> [1] - 92:10  <b>computer-aided</b> [1] - 92:10  <b>concerns</b> [1] - 66:17  <b>condition</b> [2] - 39:5, 64:3  <b>conditions</b> [1] - 64:5  <b>confirm</b> [2] - 18:18, 80:1  <b>confirmed</b> [1] - 18:21  <b>consider</b> [1] - 44:14  <b>consistent</b> [1] - 84:25  <b>contact</b> [4] - 29:1, 29:11, 29:14, 37:13  <b>contacted</b> [2] - 77:7, 77:10  <b>contain</b> [1] - 25:20  <b>contained</b> [1] - 32:24  <b>contains</b> [1] - 16:23  <b>contemplated</b> [1] - 66:2  <b>contend</b> [2] - 14:19, 42:20  <b>contends</b> [1] - 6:4  <b>contention</b> [3] - 6:22, 44:11, 66:1  <b>continuance</b> [1] - 55:24  <b>contract</b> [5] - 19:11, 27:15, 37:9, 69:15, 77:14  <b>contracted</b> [3] - 28:21, 66:4, 66:11  <b>contracts</b> [1] - 15:25  <b>control</b> [19] - 7:9, 9:6, 9:22, 19:7, 20:6, 20:14, 20:19, 26:20, 27:12, 27:13, 28:22, 33:2, 40:24, 44:7, 46:5, 48:1, 49:3, 50:22, 51:11  <b>Control</b> [4] - 12:6, 19:1, 26:11, 27:6  <b>controls</b> [1] - 27:7  <b>conversation</b> [1] -</p>	<p>81:22  <b>copies</b> [2] - 6:1, 66:10  <b>copy</b> [5] - 9:9, 10:4, 13:10, 13:13, 13:15  <b>corner</b> [1] - 72:25  <b>correct</b> [11] - 8:21, 9:16, 14:16, 36:1, 53:21, 59:12, 67:3, 70:14, 71:12, 86:15, 92:9  <b>Correct</b> [20] - 9:17, 11:13, 11:22, 13:2, 13:4, 20:15, 35:17, 35:20, 35:24, 36:2, 36:5, 46:20, 52:12, 59:11, 67:4, 70:15, 75:5, 75:8, 77:5, 81:16  <b>corrected</b> [1] - 64:6  <b>correction</b> [1] - 6:17  <b>correctional</b> [1] - 42:7  <b>corrections</b> [1] - 63:19  <b>correlation</b> [1] - 74:5  <b>council</b> [2] - 89:20, 89:24  <b>Council</b> [1] - 62:12  <b>County</b> [1] - 45:12  <b>couple</b> [4] - 18:4, 19:3, 53:25, 73:4  <b>court</b> [4] - 46:5, 55:18, 70:24, 71:4  <b>Court</b> [2] - 15:21, 16:8  <b>cover</b> [2] - 73:6, 83:11  <b>covered</b> [2] - 85:23, 85:25  <b>covering</b> [1] - 83:13  <b>cracked</b> [1] - 64:3  <b>creating</b> [1] - 25:1  <b>crew</b> [2] - 26:9, 80:7  <b>Cunningham</b> [3] - 52:21, 53:5  <b>cut</b> [1] - 78:9</p>	<p>79:12, 88:25  <b>dated</b> [13] - 5:5, 9:10, 36:9, 56:21, 58:7, 60:3, 60:5, 61:15, 63:1, 66:12, 78:23, 87:17, 88:22  <b>days</b> [19] - 6:23, 11:20, 12:25, 14:21, 16:18, 22:7, 23:23, 33:16, 37:18, 41:16, 42:18, 44:3, 46:2, 54:11, 55:20, 78:23, 79:6, 83:2  <b>days'</b> [1] - 22:10  <b>deal</b> [14] - 47:15, 47:17, 48:15, 49:1, 49:2, 49:3, 49:11, 50:1, 50:6, 51:3, 51:6, 51:10, 51:13, 85:17  <b>dealing</b> [3] - 40:19, 78:3, 78:17  <b>deals</b> [1] - 49:8  <b>DEBBIE</b> [1] - 1:13  <b>decayed</b> [1] - 64:4  <b>December</b> [3] - 2:20, 2:23, 53:12  <b>decides</b> [1] - 45:13  <b>defective</b> [1] - 64:5  <b>defects</b> [1] - 63:11  <b>definition</b> [1] - 22:19  <b>degree</b> [1] - 83:2  <b>denied</b> [1] - 68:14  <b>deny</b> [1] - 89:21  <b>description</b> [1] - 6:14  <b>deterioration</b> [1] - 63:14  <b>determining</b> [1] - 52:11  <b>di</b> [1] - 65:20  <b>difference</b> [1] - 30:20  <b>different</b> [4] - 28:21, 37:5, 49:5, 68:22  <b>difficult</b> [2] - 25:2, 48:1  <b>dining</b> [2] - 31:18, 31:25  <b>Director</b> [1] - 58:24  <b>director</b> [4] - 46:24, 47:16, 48:14, 48:24  <b>discuss</b> [2] - 5:3, 90:25  <b>disregarded</b> [2] - 66:3, 85:4  <b>division</b> [1] - 12:8  <b>dog</b> [1] - 29:20  <b>done</b> [9] - 30:23, 48:8, 64:22, 65:6, 69:20, 72:5, 74:6, 78:21, 80:14</p>	<p><b>door</b> [17] - 7:15, 10:7, 10:21, 16:16, 26:5, 30:9, 32:5, 32:7, 32:19, 32:20, 34:12, 34:13, 35:15, 42:25, 43:1, 47:22, 48:5  <b>doors</b> [1] - 64:1  <b>doorway</b> [1] - 26:3  <b>doorways</b> [1] - 26:1  <b>down</b> [5] - 26:20, 31:23, 32:2, 71:22, 78:10  <b>downspouts</b> [1] - 63:15  <b>drainage</b> [1] - 63:12  <b>drive</b> [1] - 16:23  <b>drywall</b> [6] - 64:8, 65:13, 69:20, 72:20, 73:24, 74:6  <b>due</b> [3] - 22:17, 23:6, 29:14  <b>Due</b> [1] - 67:4  <b>during</b> [3] - 3:24, 4:11, 35:9  <b>duties</b> [1] - 8:22  <b>dwelling</b> [2] - 6:19, 42:9</p>
<b>E</b>				
<p><b>east</b> [2] - 63:21, 64:9  <b>East</b> [11] - 5:6, 5:25, 18:9, 31:11, 56:22, 58:9, 62:19, 64:20, 76:17, 87:18, 88:23  <b>economically</b> [1] - 51:1  <b>Ehrlich</b> [15] - 12:6, 12:7, 19:1, 19:11, 26:11, 27:14, 27:15, 37:9, 37:13, 38:9, 39:19, 40:5, 49:7, 49:11, 50:4  <b>either</b> [4] - 54:1, 72:11, 77:18, 83:1  <b>electrical</b> [9] - 47:18, 48:23, 64:13, 64:18, 65:23, 73:6, 74:1, 74:12, 85:17  <b>Electronic</b> [1] - 92:16  <b>elevator</b> [4] - 72:9, 72:13, 81:5, 82:11  <b>eliminate</b> [1] - 78:11  <b>Elrich</b> [1] - 12:5  <b>emailed</b> [1] - 90:18  <b>emails</b> [2] - 71:4, 71:5  <b>end</b> [8] - 46:7, 54:15, 55:14, 56:3, 56:5, 56:7, 72:18, 80:25</p>				

<p><b>endeavors</b> [1] - 77:2  <b>engage</b> [1] - 48:4  <b>enter</b> [4] - 28:4, 32:16, 35:1, 73:14  <b>entered</b> [2] - 71:11, 73:17  <b>entering</b> [1] - 23:18  <b>entire</b> [2] - 23:8, 59:18  <b>entirely</b> [2] - 42:15, 66:3  <b>entirety</b> [1] - 92:7  <b>entrance</b> [3] - 7:16, 10:23, 10:24  <b>entry</b> [10] - 7:10, 7:12, 9:24, 16:15, 17:9, 20:20, 34:1, 34:8, 34:11, 50:14  <b>equipment</b> [1] - 64:13  <b>eradicate</b> [1] - 22:11  <b>eradicating</b> [1] - 42:16  <b>especially</b> [1] - 42:21  <b>ESQ</b> [1] - 1:14  <b>essentially</b> [1] - 84:14  <b>established</b> [1] - 69:16  <b>estate</b> [1] - 6:14  <b>Euclid</b> [1] - 76:21  <b>event</b> [1] - 81:9  <b>evicted</b> [6] - 16:4, 42:22, 45:18, 47:21, 48:3, 70:14  <b>evicting</b> [2] - 24:8  <b>eviction</b> [6] - 15:17, 15:20, 29:15, 45:15, 70:23, 71:6  <b>exact</b> [1] - 11:18  <b>exactly</b> [1] - 21:21  <b>Exactly</b> [1] - 13:6  <b>EXAMINATION</b> [1] - 8:15  <b>except</b> [1] - 38:9  <b>exception</b> [4] - 38:7, 38:8, 39:18, 39:21  <b>excuse</b> [1] - 32:5  <b>Exhibit</b> [3] - 9:15, 62:25, 66:9  <b>expect</b> [5] - 40:11, 43:2, 43:4, 44:25, 69:6  <b>expected</b> [2] - 30:22, 37:17  <b>experience</b> [1] - 77:17  <b>expires</b> [1] - 92:18  <b>extend</b> [1] - 88:25  <b>extension</b> [19] - 23:19, 44:1, 45:6, 54:4, 54:15, 55:3, 58:11, 58:15, 58:16, 61:9, 61:14, 62:14, 65:16, 79:22, 80:2, 86:1,</p>	<p>86:13, 87:5, 88:14  <b>extent</b> [2] - 67:25, 68:3  <b>exteriors</b> [1] - 27:18  <b>exterminate</b> [4] - 5:24, 6:8, 14:23, 18:8  <b>exterminated</b> [1] - 5:19  <b>exterminating</b> [1] - 40:14  <b>extra</b> [1] - 71:24</p> <p style="text-align: center;"><b>F</b></p> <p><b>face</b> [1] - 48:3  <b>faceplate</b> [3] - 64:18, 65:17, 65:25  <b>fact</b> [2] - 10:1, 36:16  <b>failed</b> [1] - 16:2  <b>Fair</b> [1] - 45:12  <b>fair</b> [1] - 49:22  <b>fall</b> [1] - 38:15  <b>falling</b> [1] - 78:13  <b>familiar</b> [2] - 9:12, 12:2  <b>far</b> [3] - 44:14, 67:8, 83:14  <b>FEBRUARY</b> [1] - 1:7  <b>February</b> [9] - 17:3, 17:4, 50:14, 50:17, 63:22, 64:11, 64:21, 66:13, 79:12  <b>FEMALE</b> [1] - 68:18  <b>fester</b> [1] - 38:19  <b>few</b> [4] - 16:18, 31:12, 35:16, 73:4  <b>file</b> [1] - 22:8  <b>filed</b> [9] - 5:10, 6:9, 15:19, 20:22, 20:23, 21:11, 53:23, 73:12, 80:24  <b>filled</b> [1] - 72:3  <b>filth</b> [1] - 24:19  <b>final</b> [1] - 29:17  <b>Finally</b> [1] - 64:12  <b>fine</b> [1] - 8:6  <b>finished</b> [3] - 48:18, 70:25, 71:2  <b>first</b> [24] - 5:2, 5:3, 6:4, 10:5, 10:10, 31:7, 32:1, 54:1, 54:8, 54:17, 56:17, 59:4, 59:5, 59:6, 59:10, 59:20, 63:7, 69:7, 74:17, 76:1, 84:19, 85:21, 85:24, 86:25  <b>First</b> [3] - 10:7, 10:15, 55:21  <b>five</b> [10] - 6:3, 6:23,</p>	<p>14:21, 22:10, 33:16, 41:16, 42:18, 44:2, 54:11, 86:19  <b>five-day</b> [1] - 6:3  <b>fix</b> [23] - 16:20, 25:2, 25:13, 28:18, 36:11, 41:9, 41:13, 41:16, 42:14, 42:19, 42:24, 51:17, 65:12, 65:16, 66:5, 66:18, 67:5, 67:8, 67:18, 69:10, 75:15, 75:18, 85:11  <b>fixed</b> [8] - 25:10, 41:11, 46:10, 65:14, 69:1, 79:21, 86:3, 86:5  <b>fixing</b> [2] - 65:1, 69:17  <b>FLAISIG</b> [15] - 1:12, 2:12, 3:7, 15:14, 17:2, 25:14, 25:19, 25:22, 57:21, 60:16, 60:23, 62:3, 88:5, 89:11, 91:14  <b>Flaisig</b> [8] - 2:11, 3:6, 57:20, 60:22, 62:2, 88:4, 89:10, 91:13  <b>flashing</b> [2] - 63:10, 65:1  <b>floor</b> [2] - 65:4, 68:16  <b>following</b> [1] - 36:13  <b>Ford</b> [5] - 12:2, 18:25, 36:17, 37:16, 50:11  <b>foregoing</b> [1] - 92:7  <b>Form</b> [1] - 71:17  <b>form</b> [1] - 72:3  <b>four</b> [1] - 79:20  <b>fourth</b> [3] - 70:25, 71:5, 71:7  <b>frame</b> [1] - 26:5  <b>frankly</b> [1] - 65:21  <b>free</b> [2] - 5:16, 63:16  <b>freezing</b> [1] - 79:16  <b>Friday</b> [29] - 12:12, 12:13, 12:24, 19:8, 19:14, 20:4, 21:17, 21:19, 21:21, 21:22, 26:13, 26:15, 28:15, 36:11, 36:18, 36:20, 38:2, 38:6, 38:9, 39:18, 44:6, 44:7, 44:17, 44:21, 44:22, 44:24, 50:2, 50:4, 52:14  <b>Fridays</b> [2] - 17:4, 50:12  <b>front</b> [2] - 10:7, 62:11  <b>function</b> [1] - 47:17</p>	<p style="text-align: center;"><b>G</b></p> <p><b>gain</b> [17] - 7:6, 7:10, 9:24, 10:23, 10:24, 16:14, 17:5, 17:9, 32:9, 36:20, 44:8, 44:15, 50:5, 50:14, 62:22, 83:18, 83:21  <b>gaining</b> [2] - 34:1, 46:22  <b>garbage</b> [5] - 12:17, 24:16, 38:18, 38:22, 39:11  <b>general</b> [5] - 84:17, 84:22, 84:24, 86:7, 86:22  <b>generally</b> [2] - 55:19, 87:1  <b>gentleman</b> [1] - 11:24  <b>gentleman's</b> [1] - 83:4  <b>Getachew</b> [7] - 4:23, 56:19, 58:5, 87:13, 87:16, 88:17, 88:21  <b>given</b> [9] - 6:12, 14:13, 14:14, 14:15, 17:17, 21:8, 41:13, 50:3, 57:4  <b>glad</b> [2] - 47:6, 51:10  <b>goal</b> [1] - 43:25  <b>grand</b> [1] - 83:8  <b>grant</b> [13] - 54:15, 54:18, 55:24, 56:18, 57:3, 58:4, 58:10, 59:25, 60:7, 61:6, 61:13, 87:14, 88:19  <b>guarantee</b> [3] - 46:4, 55:14, 55:18  <b>Guenet</b> [7] - 4:23, 56:20, 58:5, 87:13, 87:16, 88:18, 88:21  <b>guess</b> [4] - 30:19, 34:20, 64:20, 83:12  <b>gutted</b> [2] - 76:21, 76:24  <b>Gutters</b> [1] - 63:15  <b>guy</b> [1] - 40:11  <b>guys</b> [3] - 9:3, 29:21, 83:12</p> <p style="text-align: center;"><b>H</b></p> <p><b>half</b> [1] - 28:2  <b>hallway</b> [3] - 25:16, 26:4, 32:2  <b>hand</b> [3] - 3:18, 3:23, 92:12  <b>handle</b> [1] - 37:7  <b>hang</b> [1] - 37:17</p>	<p><b>happy</b> [2] - 27:2, 68:12  <b>hard</b> [1] - 25:5  <b>HARTMAN</b> [97] - 4:2, 7:23, 8:1, 8:7, 8:12, 8:15, 15:16, 17:11, 18:18, 19:5, 19:25, 20:8, 20:11, 20:15, 20:20, 23:13, 25:18, 25:21, 25:23, 26:2, 27:9, 28:6, 28:13, 29:4, 29:7, 29:19, 29:25, 30:6, 30:10, 30:16, 30:25, 32:14, 33:1, 33:11, 35:2, 35:5, 35:10, 35:13, 35:17, 35:20, 35:24, 36:2, 36:5, 39:6, 39:25, 40:3, 40:12, 45:21, 47:10, 47:13, 49:17, 49:21, 49:24, 51:25, 52:4, 52:8, 52:12, 52:17, 52:21, 52:24, 53:3, 53:7, 53:10, 64:23, 66:22, 66:25, 67:4, 67:11, 68:2, 68:13, 69:24, 70:11, 70:15, 70:19, 71:1, 74:21, 75:2, 75:5, 75:8, 75:12, 75:15, 75:19, 76:2, 76:6, 77:5, 77:8, 77:11, 77:16, 78:1, 78:16, 78:25, 83:4, 83:14, 83:19, 83:23, 84:4, 84:6  <b>Hartman</b> [3] - 4:2, 7:20, 8:7  <b>hazard</b> [1] - 73:7  <b>head</b> [1] - 52:2  <b>health</b> [1] - 5:20  <b>hear</b> [1] - 45:17  <b>heard</b> [2] - 54:4, 81:9  <b>hearing</b> [2] - 43:16, 55:25  <b>Hearing</b> [1] - 55:21  <b>Heights</b> [1] - 4:21  <b>Hello</b> [1] - 7:23  <b>hereby</b> [1] - 92:6  <b>hereunto</b> [1] - 92:11  <b>Hi</b> [1] - 4:18  <b>HILL</b> [19] - 1:11, 2:16, 2:25, 3:11, 26:6, 26:12, 26:16, 26:19, 57:25, 61:2, 61:22, 62:7, 82:23, 83:11, 83:16, 88:9, 89:15, 91:8, 91:18  <b>Hill</b> [12] - 2:15, 3:2, 3:10, 57:24, 61:1, 61:23, 62:6, 82:22,</p>
--	---	--	---	--



<p>88:8, 89:14, 91:9, 91:17  <b>himself</b> [3] - 26:8, 26:16, 26:17  <b>hire</b> [2] - 75:14, 75:17  <b>hires</b> [2] - 49:4, 77:3  <b>hires</b> [1] - 50:23  <b>hiring</b> [1] - 83:12  <b>hoc</b> [1] - 40:15  <b>Hold</b> [1] - 84:11  <b>holding</b> [1] - 30:21  <b>holes</b> [1] - 68:6  <b>home</b> [1] - 8:1  <b>honest</b> [1] - 30:25  <b>hoping</b> [1] - 62:22  <b>horrible</b> [1] - 48:6  <b>hotel</b> [2] - 10:25, 34:12  <b>hour</b> [1] - 28:2  <b>hour-and-a-half</b> [1] - 28:2  <b>house</b> [1] - 48:25  <b>Housing</b> [4] - 4:5, 15:22, 15:24, 45:12  <b>housing</b> [1] - 16:3  <b>human</b> [1] - 5:20  <b>hurt</b> [1] - 40:7</p>	<p>78:20  <b>initial</b> [3] - 13:22, 81:8, 81:13  <b>injurious</b> [1] - 5:20  <b>insect</b> [3] - 5:16, 5:18, 22:22  <b>insects</b> [3] - 5:24, 6:8, 18:8  <b>inside</b> [9] - 11:9, 12:16, 29:23, 29:25, 30:1, 34:13, 39:7, 78:8, 80:8  <b>inspection</b> [13] - 31:11, 31:14, 31:15, 31:17, 34:3, 34:5, 43:20, 43:23, 46:16, 46:18, 52:10, 70:1, 72:22  <b>Inspector</b> [1] - 43:5  <b>inspector</b> [1] - 31:15  <b>Inspector's</b> [1] - 4:6  <b>installed</b> [1] - 64:15  <b>instance</b> [1] - 15:11  <b>interest</b> [1] - 33:4  <b>interior</b> [2] - 63:14, 63:25  <b>International</b> [1] - 5:13  <b>invoice</b> [2] - 66:12, 78:23  <b>invoices</b> [1] - 6:1  <b>involved</b> [2] - 45:3, 76:13  <b>issue</b> [18] - 14:7, 19:21, 26:24, 26:25, 27:25, 28:1, 37:19, 38:5, 41:1, 43:9, 51:6, 52:11, 65:20, 68:10, 69:4, 80:20, 80:23, 85:23  <b>issued</b> [3] - 6:16, 43:19, 57:15  <b>issues</b> [15] - 27:3, 34:1, 46:22, 47:15, 47:19, 48:23, 49:1, 51:3, 51:11, 65:16, 66:7, 75:15, 75:18, 81:15, 90:11  <b>it'll</b> [2] - 86:4, 90:15  <b>itself</b> [2] - 22:16, 36:8</p>	<p><b>Jessica</b> [1] - 70:11  <b>job</b> [4] - 47:14, 75:21, 75:22, 75:23  <b>judge</b> [1] - 46:4  <b>judgement</b> [1] - 16:10  <b>June</b> [1] - 92:18  <b>jury</b> [1] - 45:15  <b>Justin</b> [18] - 32:14, 32:15, 32:18, 34:23, 39:22, 39:23, 46:23, 47:2, 47:3, 47:12, 47:16, 72:10, 75:10, 80:7, 82:9, 83:19, 83:21  <b>Justin's</b> [1] - 47:14</p>	<p>53:13, 53:17, 55:7, 55:11, 56:4, 56:9, 56:11, 56:15, 57:8, 57:12, 57:16, 57:19, 58:17, 58:21, 58:25, 59:3, 59:9, 59:12, 59:17, 59:21, 60:10, 60:15, 60:17, 60:21, 61:7, 61:20, 61:23, 62:1, 62:10, 62:17, 71:8, 71:14, 71:19, 71:23, 73:21, 73:24, 74:3, 74:10, 74:15, 79:3, 79:10, 81:1, 81:4, 81:7, 81:12, 81:17, 83:17, 83:21, 84:1, 84:8, 85:14, 85:20, 86:14, 87:7, 87:21, 87:24, 88:3, 88:12, 89:2, 89:5, 89:9, 89:18, 89:23, 90:22, 91:2, 91:7, 91:9, 91:12, 91:21  <b>Koudela</b> [9] - 2:9, 3:4, 57:18, 58:20, 60:20, 61:25, 88:2, 89:8, 91:11  <b>Kuebler</b> [3] - 92:5, 92:16, 92:17  <b>KUEBLER</b> [1] - 1:18</p>	<p>84:22, 85:2, 85:5, 85:13, 85:25, 86:6, 86:16, 86:20, 86:23, 90:2, 90:6, 90:9, 90:13, 90:17, 90:19  <b>Langraf</b> [4] - 56:13, 56:16, 84:9, 85:15  <b>last</b> [10] - 11:25, 31:12, 51:21, 51:22, 64:25, 72:11, 77:24, 79:7, 82:24, 83:2  <b>law</b> [1] - 4:19  <b>Law</b> [1] - 58:23  <b>leak</b> [1] - 70:2  <b>leaking</b> [2] - 78:7, 81:15  <b>leaks</b> [4] - 47:18, 48:22, 69:19, 72:19  <b>leasing</b> [1] - 9:3  <b>least</b> [3] - 15:3, 16:17, 55:17  <b>leave</b> [2] - 28:11, 68:24  <b>Leena</b> [1] - 52:21  <b>Lemma</b> [7] - 4:22, 56:19, 58:5, 87:12, 87:16, 88:17, 88:21  <b>less</b> [1] - 28:2  <b>letting</b> [1] - 16:16  <b>likelihood</b> [1] - 55:16  <b>limited</b> [1] - 27:19  <b>Linaria</b> [3] - 53:2, 53:3, 53:4  <b>list</b> [2] - 33:2, 37:15  <b>listed</b> [1] - 53:24  <b>lived</b> [1] - 7:11  <b>living</b> [1] - 67:19  <b>LLC</b> [7] - 4:24, 56:19, 58:5, 87:12, 87:16, 88:17, 88:21  <b>lock</b> [5] - 10:3, 10:25, 11:9, 34:12  <b>locked</b> [1] - 10:18  <b>locks</b> [1] - 47:22  <b>look</b> [8] - 9:2, 11:15, 31:21, 42:1, 52:25, 74:18, 75:11, 80:8  <b>looked</b> [1] - 11:24  <b>looking</b> [7] - 13:25, 20:3, 44:1, 44:5, 45:6, 71:3, 77:23  <b>loose</b> [1] - 64:4  <b>Lyons</b> [1] - 76:9</p>
<b>I</b>		<b>K</b>		
<p><b>Immediately</b> [1] - 75:12  <b>immediately</b> [1] - 69:21  <b>impossible</b> [2] - 22:25, 23:8  <b>improvements</b> [2] - 6:18, 42:8  <b>IN</b> [1] - 92:11  <b>in-house</b> [1] - 48:25  <b>include</b> [6] - 6:15, 6:16, 15:6, 17:18, 42:6, 52:16  <b>including</b> [1] - 64:1  <b>incorporated</b> [1] - 14:10  <b>Indale</b> [7] - 4:23, 56:20, 58:6, 87:13, 87:16, 88:18, 88:21  <b>individuals</b> [1] - 53:24  <b>inefficient</b> [1] - 51:1  <b>infestation</b> [9] - 5:17, 7:18, 15:10, 22:20, 22:25, 38:1, 40:2, 47:15, 49:9  <b>infestations</b> [3] - 37:7, 49:2, 49:10  <b>infested</b> [1] - 38:14  <b>information</b> [1] -</p>	<p style="text-align: center;"><b>J</b></p> <p><b>January</b> [13] - 6:3, 9:11, 11:19, 12:23, 18:22, 20:13, 36:9, 56:21, 58:8, 62:25, 63:2, 80:25, 86:9  <b>Jesse</b> [2] - 83:5, 84:4</p>	<b>L</b>	<p><b>Lake</b> [3] - 15:22, 15:24, 45:12  <b>Lakeshore</b> [6] - 8:8, 59:24, 61:12, 76:24, 87:13, 88:18  <b>Landgraf</b> [1] - 53:18  <b>LANDGRAF</b> [1] - 53:22  <b>landlord</b> [4] - 14:14, 38:15, 41:13, 41:17  <b>Landlord</b> [2] - 24:10, 38:13  <b>LANGRAF</b> [58] - 1:14, 4:5, 13:13, 18:6, 18:14, 18:24, 19:9, 19:19, 20:5, 20:9, 20:12, 20:16, 20:21, 21:1, 21:5, 21:13, 23:10, 23:14, 33:4, 54:10, 54:17, 55:1, 55:6, 55:9, 56:14, 56:17, 57:10, 57:13, 58:3, 58:14, 58:22, 59:1, 59:6, 59:11, 59:19, 60:3, 60:7, 60:11, 61:5, 61:17, 82:22, 84:11, 84:16,</p>	
				<b>M</b>
				<p><b>MADAM</b> [43] - 1:16, 2:9, 2:11, 2:13, 2:15, 2:17, 3:4, 3:6, 3:8,</p>

<p>3:10, 3:12, 57:18, 57:20, 57:22, 57:24, 58:1, 58:20, 59:8, 60:20, 60:22, 60:24, 61:1, 61:3, 61:25, 62:2, 62:4, 62:6, 62:8, 88:2, 88:4, 88:6, 88:8, 88:10, 89:8, 89:10, 89:12, 89:14, 89:16, 91:11, 91:13, 91:15, 91:17, 91:19</p> <p><b>mailed</b> [1] - 90:16</p> <p><b>maintained</b> [3] - 63:16, 64:2, 64:15</p> <p><b>Maintenance</b> [24] - 5:12, 5:14, 6:7, 7:1, 9:8, 9:10, 14:4, 14:9, 14:20, 14:24, 17:16, 22:21, 24:12, 38:12, 41:3, 54:20, 56:21, 56:24, 58:7, 58:10, 65:22, 86:8, 86:24, 87:2</p> <p><b>maintenance</b> [25] - 5:5, 9:3, 19:7, 29:20, 32:12, 34:24, 39:23, 40:11, 46:24, 47:16, 48:14, 48:24, 60:1, 60:4, 60:13, 61:15, 63:1, 63:3, 63:8, 63:9, 63:24, 64:7, 64:13, 85:23</p> <p><b>man</b> [3] - 32:12, 34:24, 39:23</p> <p><b>manage</b> [2] - 8:24, 8:25</p> <p><b>manageable</b> [1] - 26:23</p> <p><b>Management</b> [1] - 88:24</p> <p><b>management</b> [1] - 24:24</p> <p><b>manager</b> [5] - 8:13, 8:17, 8:20, 8:23, 76:10</p> <p><b>Mandale</b> [1] - 70:12</p> <p><b>manner</b> [1] - 64:16</p> <p><b>March</b> [33] - 16:9, 16:11, 16:19, 23:15, 23:17, 23:24, 24:1, 25:11, 45:6, 46:2, 46:7, 54:15, 55:8, 55:14, 55:15, 55:17, 56:3, 56:6, 56:8, 58:11, 61:17, 61:18, 62:14, 79:23, 80:2, 85:8, 85:10, 86:14, 86:16, 88:14, 89:1</p> <p><b>MARCH</b> [1] - 92:13</p>	<p><b>Mark</b> [2] - 3:20, 4:18</p> <p><b>mark</b> [1] - 66:9</p> <p><b>master</b> [3] - 63:21, 64:10, 64:18</p> <p><b>material</b> [1] - 16:24</p> <p><b>materials</b> [1] - 63:20</p> <p><b>math</b> [1] - 44:2</p> <p><b>maximum</b> [1] - 54:12</p> <p><b>mean</b> [22] - 8:25, 11:8, 22:12, 26:25, 28:14, 30:21, 32:22, 33:16, 45:22, 47:3, 49:16, 51:4, 53:19, 55:22, 55:23, 57:14, 67:19, 68:16, 76:18, 80:18, 83:12, 86:4</p> <p><b>means</b> [9] - 14:23, 16:9, 16:11, 22:21, 42:14, 57:2, 58:14, 58:15, 64:20</p> <p><b>meantime</b> [1] - 80:4</p> <p><b>measurable</b> [1] - 45:1</p> <p><b>measures</b> [1] - 78:8</p> <p><b>meet</b> [1] - 40:9</p> <p><b>meeting</b> [6] - 2:20, 62:12, 89:20, 89:24, 90:3, 92:7</p> <p><b>Meeting</b> [1] - 91:21</p> <p><b>MEMBER</b> [75] - 5:2, 30:3, 30:7, 30:14, 30:19, 31:5, 32:9, 32:16, 32:21, 33:7, 33:9, 33:14, 34:19, 35:4, 35:7, 35:12, 35:14, 35:18, 35:21, 35:25, 36:3, 36:6, 37:1, 37:6, 37:21, 37:24, 38:7, 38:21, 38:23, 38:25, 39:3, 39:10, 39:13, 39:15, 40:10, 40:13, 40:19, 45:5, 47:5, 50:9, 51:21, 52:3, 52:13, 54:25, 59:13, 67:13, 71:10, 73:8, 73:16, 73:20, 73:23, 74:16, 74:23, 75:25, 76:3, 76:8, 77:3, 77:6, 77:9, 77:12, 77:17, 78:5, 78:19, 79:2, 79:25, 80:12, 80:16, 81:2, 82:19, 86:18, 86:21, 87:6, 87:10, 88:15, 91:1</p> <p><b>MEMBERS</b> [1] - 1:11</p> <p><b>mentioned</b> [1] - 81:5</p> <p><b>mentioning</b> [1] - 26:6</p> <p><b>messages</b> [1] - 17:13</p> <p><b>middle</b> [3] - 16:11, 24:1, 79:23</p>	<p><b>Midtown</b> [1] - 76:19</p> <p><b>might</b> [2] - 22:14, 59:19</p> <p><b>mildew</b> [1] - 78:13</p> <p><b>mind</b> [2] - 32:13, 81:25</p> <p><b>minimis</b> [1] - 65:20</p> <p><b>minor</b> [1] - 47:19</p> <p><b>minutes</b> [2] - 2:20, 2:23</p> <p><b>missing</b> [3] - 64:18, 73:6, 85:16</p> <p><b>mix</b> [1] - 40:4</p> <p><b>mold</b> [2] - 78:9, 78:13</p> <p><b>Monday</b> [7] - 36:13, 36:23, 38:1, 38:5, 50:10, 66:22, 66:23</p> <p><b>money</b> [1] - 70:4</p> <p><b>months</b> [1] - 45:21</p> <p><b>months'</b> [1] - 44:4</p> <p><b>MORGAN</b> [1] - 1:16</p> <p><b>morning</b> [2] - 66:22, 66:23</p> <p><b>most</b> [1] - 77:18</p> <p><b>Most</b> [1] - 12:10</p> <p><b>motion</b> [25] - 2:19, 2:22, 54:18, 55:1, 56:12, 56:17, 56:18, 58:3, 58:4, 58:23, 58:24, 59:10, 59:23, 61:5, 61:7, 61:11, 84:20, 86:11, 86:21, 87:8, 87:11, 88:13, 88:16, 91:4, 91:6</p> <p><b>motions</b> [3] - 84:15, 86:19, 86:20</p> <p><b>move</b> [5] - 55:20, 68:12, 68:14, 68:21, 80:20</p> <p><b>moved</b> [1] - 53:11</p> <p><b>MR</b> [360] - 2:1, 2:7, 2:10, 2:12, 2:14, 2:16, 2:18, 2:21, 2:24, 2:25, 3:2, 3:5, 3:7, 3:9, 3:11, 3:14, 3:20, 3:22, 4:1, 4:4, 4:8, 4:10, 4:12, 4:13, 4:18, 4:25, 5:1, 5:9, 7:24, 8:3, 8:5, 8:16, 13:9, 13:15, 13:20, 13:24, 13:25, 14:1, 15:12, 15:13, 15:14, 15:19, 16:21, 16:22, 16:25, 17:1, 17:2, 17:7, 17:15, 18:5, 18:12, 18:17, 18:21, 18:25, 19:6, 19:10, 20:23, 21:3, 21:6, 21:14, 21:15, 21:16, 21:18, 21:20, 21:23,</p>	<p>23:16, 25:14, 25:19, 25:22, 26:6, 26:10, 26:12, 26:14, 26:16, 26:17, 26:19, 26:24, 27:10, 27:20, 28:14, 28:25, 29:6, 31:8, 31:9, 31:10, 31:24, 32:11, 32:15, 32:18, 33:10, 33:12, 33:18, 33:19, 33:20, 33:23, 34:4, 34:9, 34:10, 34:14, 34:15, 34:16, 34:17, 34:18, 36:7, 37:4, 37:8, 37:22, 38:3, 38:10, 39:1, 39:4, 39:8, 39:14, 39:22, 40:1, 40:16, 40:21, 41:23, 43:8, 43:11, 43:15, 43:21, 43:24, 43:25, 44:9, 44:10, 44:16, 44:18, 44:20, 44:25, 45:4, 45:9, 45:22, 46:11, 46:12, 46:14, 46:17, 46:19, 46:20, 46:21, 46:23, 46:25, 47:2, 47:6, 47:8, 47:12, 47:14, 48:7, 48:9, 48:11, 48:13, 49:18, 49:22, 49:25, 50:11, 50:13, 50:16, 50:17, 50:18, 50:19, 50:25, 51:19, 51:24, 52:6, 52:9, 52:19, 52:23, 53:1, 53:4, 53:9, 53:13, 53:16, 53:17, 54:7, 54:11, 55:5, 55:7, 55:11, 55:13, 56:4, 56:7, 56:9, 56:10, 56:11, 56:15, 57:7, 57:8, 57:12, 57:16, 57:19, 57:21, 57:23, 57:25, 58:13, 58:17, 58:21, 58:25, 59:3, 59:9, 59:12, 59:15, 59:17, 59:21, 59:22, 60:4, 60:10, 60:15, 60:16, 60:17, 60:21, 60:23, 60:25, 61:2, 61:7, 61:10, 61:18, 61:20, 61:22, 61:23, 62:1, 62:3, 62:5, 62:7, 62:10, 62:16, 62:17, 62:23, 64:24, 66:23, 67:1, 67:7, 67:14, 67:16, 67:17, 67:21, 67:22, 67:24, 68:4, 68:15, 68:19, 70:10, 70:13, 70:16, 70:21, 71:2, 71:8, 71:13, 71:14,</p>	<p>71:15, 71:19, 71:21, 71:23, 71:24, 73:15, 73:17, 73:21, 73:24, 74:2, 74:3, 74:8, 74:10, 74:11, 74:15, 74:20, 74:22, 74:24, 75:3, 75:6, 75:9, 75:13, 75:16, 76:9, 79:3, 79:9, 79:10, 79:11, 80:5, 80:13, 80:22, 81:1, 81:4, 81:6, 81:7, 81:10, 81:12, 81:16, 81:17, 81:18, 81:20, 81:21, 81:23, 81:24, 82:1, 82:2, 82:3, 82:5, 82:7, 82:8, 82:10, 82:12, 82:16, 82:18, 82:20, 82:23, 83:11, 83:16, 83:17, 83:21, 84:1, 84:2, 84:5, 84:7, 84:8, 84:13, 84:19, 84:24, 85:3, 85:6, 85:14, 85:18, 85:20, 85:22, 86:3, 86:14, 87:7, 87:21, 87:24, 88:3, 88:5, 88:7, 88:9, 88:12, 89:2, 89:4, 89:5, 89:9, 89:11, 89:13, 89:15, 89:18, 89:22, 89:23, 89:25, 90:4, 90:7, 90:11, 90:15, 90:18, 90:20, 90:22, 91:2, 91:5, 91:7, 91:8, 91:9, 91:12, 91:14, 91:16, 91:18, 91:21</p> <p><b>MS</b> [176] - 3:1, 3:13, 4:2, 4:5, 7:23, 8:1, 8:7, 8:10, 8:12, 13:13, 15:16, 17:11, 18:3, 18:6, 18:14, 18:18, 18:24, 19:5, 19:9, 19:19, 19:25, 20:5, 20:8, 20:9, 20:11, 20:12, 20:15, 20:16, 20:20, 20:21, 21:1, 21:5, 21:13, 23:10, 23:13, 23:14, 25:18, 25:21, 25:23, 26:2, 27:9, 28:3, 28:6, 28:10, 28:13, 29:4, 29:7, 29:18, 29:19, 29:22, 29:25, 30:6, 30:10, 30:16, 30:25, 32:14, 33:1, 33:4, 33:11, 35:2, 35:5, 35:10, 35:13, 35:17, 35:20, 35:24, 36:2, 36:5, 39:6,</p>
---	---	---	---	--

<p>39:25, 40:3, 40:12, 41:19, 43:4, 43:9, 43:12, 43:18, 43:22, 45:21, 47:10, 47:13, 49:17, 49:21, 49:24, 50:20, 51:25, 52:4, 52:8, 52:12, 52:17, 52:21, 52:24, 53:3, 53:7, 53:10, 53:22, 54:10, 54:17, 55:1, 55:6, 55:9, 56:14, 56:17, 57:10, 57:13, 58:2, 58:3, 58:14, 58:22, 59:1, 59:6, 59:11, 59:19, 60:3, 60:7, 60:11, 61:4, 61:5, 61:17, 62:9, 64:23, 66:22, 66:25, 67:4, 67:11, 68:2, 68:13, 69:24, 70:11, 70:15, 70:19, 71:1, 74:21, 75:2, 75:5, 75:8, 75:12, 75:15, 75:19, 76:2, 76:6, 77:5, 77:8, 77:11, 77:16, 78:1, 78:16, 78:25, 82:22, 83:4, 83:14, 83:19, 83:23, 84:4, 84:6, 84:11, 84:16, 84:22, 85:2, 85:5, 85:13, 85:25, 86:6, 86:16, 86:20, 86:23, 87:23, 88:11, 89:17, 90:2, 90:6, 90:9, 90:13, 90:17, 90:19, 91:20</p> <p><b>Municipal</b> [4] - 15:20, 15:22, 15:24, 16:8</p>	<p><b>next</b> [10] - 30:4, 30:20, 34:20, 35:16, 36:22, 37:24, 62:12, 79:19, 89:20</p> <p><b>nice</b> [3] - 68:16, 68:17, 82:25</p> <p><b>NICK</b> [1] - 1:11</p> <p><b>nine</b> [1] - 78:23</p> <p><b>nobody</b> [1] - 34:25</p> <p><b>non</b> [1] - 16:5</p> <p><b>Notary</b> [2] - 92:5, 92:17</p> <p><b>notes</b> [1] - 92:10</p> <p><b>nothing</b> [2] - 17:13, 29:15</p> <p><b>Notice</b> [19] - 5:11, 5:13, 9:8, 9:10, 9:15, 14:3, 15:4, 22:6, 25:12, 36:8, 41:5, 42:6, 57:14, 62:24, 64:17, 70:9, 70:20, 80:25, 86:24</p> <p><b>notice</b> [34] - 5:22, 6:3, 6:11, 6:16, 9:12, 9:14, 9:18, 9:21, 11:21, 13:1, 14:13, 14:21, 17:17, 17:18, 18:7, 19:20, 22:10, 33:24, 34:2, 41:8, 43:19, 46:18, 50:3, 57:6, 58:12, 63:1, 73:12, 73:18, 74:16, 90:1, 90:2, 90:5, 90:8, 90:9</p> <p><b>noticed</b> [1] - 31:18</p> <p><b>notices</b> [1] - 84:21</p> <p><b>notify</b> [1] - 34:6</p> <p><b>November</b> [1] - 53:10</p> <p><b>NS</b> [8] - 4:24, 53:23, 56:19, 58:5, 87:12, 87:16, 88:17, 88:20</p> <p><b>number</b> [4] - 19:14, 27:19, 71:10, 85:16</p> <p><b>Number</b> [4] - 53:19, 62:11, 62:18, 87:9</p> <p><b>numerous</b> [5] - 24:4, 24:5, 24:6, 37:18, 47:24</p>	<p>18:21, 18:25, 19:6, 19:10, 20:23, 21:3, 21:6, 21:18, 21:23, 23:16, 26:10, 26:14, 26:17, 26:24, 27:10, 27:20, 28:14, 28:25, 29:6, 33:10, 33:12, 36:7, 37:4, 37:8, 37:22, 38:3, 38:10, 39:1, 39:4, 39:8, 39:14, 39:22, 40:1, 40:16, 40:21, 41:23, 43:8, 43:11, 43:15, 43:21, 43:24, 44:9, 44:16, 44:20, 45:4, 45:9, 45:22, 46:12, 47:2, 47:6, 47:14, 48:9, 48:13, 49:18, 49:22, 49:25, 50:11, 50:16, 50:18, 50:25, 51:24, 52:6, 52:9, 52:19, 52:23, 53:1, 53:4, 53:9, 53:16, 54:7, 54:11, 55:5, 55:13, 56:7, 56:10, 62:16, 62:23, 64:24, 66:23, 67:1, 67:7, 67:16, 67:21, 67:24, 68:4, 68:15, 68:19, 70:10, 70:16, 70:21, 71:2, 74:20, 74:22, 74:24, 75:3, 75:6, 75:9, 75:13, 75:16, 76:9, 79:9, 79:11, 80:5, 80:13, 80:22, 81:18, 81:21, 81:24, 82:2, 82:5, 82:8, 82:12, 82:18, 82:20, 84:2, 84:5, 84:7, 84:13, 84:19, 84:24, 85:3, 85:6, 85:18, 85:22, 86:3, 89:22, 89:25, 90:4, 90:7, 90:11, 90:15, 90:18, 90:20</p> <p><b>O'Brien</b> [17] - 3:21, 4:19, 13:20, 15:14, 18:3, 31:21, 33:14, 38:21, 45:5, 48:7, 56:4, 62:10, 67:14, 72:12, 79:5, 85:15, 89:18</p> <p><b>O'Brien's</b> [1] - 53:25</p> <p><b>obligation</b> [1] - 38:11</p> <p><b>obligations</b> [1] - 24:10</p> <p><b>obstructions</b> [1] - 63:17</p> <p><b>obviously</b> [2] - 72:21, 83:7</p> <p><b>occupant</b> [2] - 17:23,</p>	<p>18:1</p> <p><b>occupying</b> [1] - 15:15</p> <p><b>OF</b> [2] - 1:2, 8:15</p> <p><b>offer</b> [2] - 68:13, 80:14</p> <p><b>office</b> [2] - 30:12, 92:12</p> <p><b>official</b> [1] - 6:12</p> <p><b>often</b> [2] - 12:11, 50:24</p> <p><b>Ohio</b> [9] - 4:20, 4:21, 8:8, 24:10, 69:6, 79:13, 92:6, 92:12, 92:17</p> <p><b>Ohio's</b> [1] - 38:12</p> <p><b>old</b> [3] - 48:16, 48:19, 90:24</p> <p><b>ON</b> [1] - 1:7</p> <p><b>once</b> [3] - 51:2, 69:11, 69:19</p> <p><b>one</b> [48] - 4:6, 5:2, 5:3, 11:3, 13:16, 15:21, 22:11, 22:21, 22:22, 22:24, 23:2, 23:8, 26:21, 26:22, 27:16, 28:2, 29:20, 30:11, 30:15, 31:4, 31:12, 31:20, 32:24, 34:6, 34:22, 35:6, 40:20, 44:13, 46:14, 46:15, 49:7, 51:21, 59:4, 59:5, 59:10, 65:18, 65:24, 70:17, 70:23, 71:25, 74:11, 78:5, 79:8, 83:22, 85:16, 86:23, 86:24</p> <p><b>One</b> [1] - 86:21</p> <p><b>ones</b> [3] - 24:9, 49:8, 71:3</p> <p><b>onsite</b> [2] - 8:20, 8:22</p> <p><b>opened</b> [2] - 32:5, 32:19</p> <p><b>opinion</b> [1] - 33:16</p> <p><b>opportunity</b> [7] - 28:18, 41:9, 41:12, 42:1, 42:13, 42:19, 50:6</p> <p><b>order</b> [9] - 6:17, 42:7, 46:1, 52:15, 55:20, 63:7, 63:18, 64:7</p> <p><b>ordered</b> [2] - 5:21, 55:16</p> <p><b>ordering</b> [1] - 46:1</p> <p><b>ordinance</b> [2] - 22:16, 36:24</p> <p><b>Ordinance</b> [2] - 54:13, 60:6</p> <p><b>Ordinances</b> [1] - 14:11</p> <p><b>outlet</b> [2] - 74:1, 85:17</p> <p><b>outside</b> [4] - 12:14,</p>	<p>12:15, 49:3, 69:10</p> <p><b>overloads</b> [1] - 49:15</p> <p><b>oversees</b> [2] - 76:10, 77:1</p> <p><b>owe</b> [1] - 70:3</p> <p><b>owes</b> [1] - 70:4</p> <p><b>own</b> [3] - 35:8, 76:17, 76:22</p> <p><b>owner</b> [6] - 5:23, 14:15, 17:22, 17:23, 42:23, 53:21</p>
<b>P</b>				
<p><b>P.M</b> [3] - 1:8, 11:19, 18:23</p> <p><b>page</b> [1] - 32:1</p> <p><b>paint</b> [2] - 64:3, 78:13</p> <p><b>paperwork</b> [2] - 22:3, 71:16</p> <p><b>parking</b> [1] - 70:6</p> <p><b>part</b> [2] - 78:17, 85:24</p> <p><b>particular</b> [3] - 37:10, 49:11, 54:13</p> <p><b>pass</b> [2] - 31:23, 71:22</p> <p><b>patch</b> [1] - 77:19</p> <p><b>paying</b> [1] - 16:4</p> <p><b>payment</b> [1] - 16:5</p> <p><b>Peeling</b> [1] - 64:3</p> <p><b>people</b> [11] - 24:17, 24:18, 25:6, 27:1, 28:10, 29:2, 48:2, 68:16, 68:20, 82:21</p> <p><b>perfect</b> [1] - 51:4</p> <p><b>perform</b> [2] - 15:9, 19:6</p> <p><b>performed</b> [1] - 15:10</p> <p><b>performing</b> [1] - 27:13</p> <p><b>performs</b> [1] - 27:7</p> <p><b>permits</b> [1] - 69:17</p> <p><b>permitted</b> [1] - 69:13</p> <p><b>person</b> [7] - 23:20, 23:23, 24:1, 26:21, 26:22, 40:7, 51:5</p> <p><b>personally</b> [1] - 75:1</p> <p><b>pest</b> [18] - 7:9, 9:6, 9:22, 19:6, 20:6, 20:14, 20:18, 26:20, 27:7, 27:12, 27:13, 28:21, 33:2, 40:23, 44:7, 49:3, 50:21, 51:11</p> <p><b>Pest</b> [4] - 12:6, 19:1, 26:11, 27:6</p> <p><b>pests</b> [6] - 14:23, 22:11, 24:21, 27:4, 38:19, 42:16</p> <p><b>Phil</b> [2] - 58:18, 59:14</p> <p><b>PHIL</b> [1] - 1:12</p>				
<b>N</b>				
<p><b>name</b> [7] - 4:16, 4:18, 7:25, 11:25, 26:7, 32:13, 83:5</p> <p><b>name's</b> [1] - 3:20</p> <p><b>named</b> [1] - 12:10</p> <p><b>Nay</b> [1] - 57:23</p> <p><b>near</b> [2] - 74:4, 76:25</p> <p><b>necessarily</b> [2] - 22:19, 23:5</p> <p><b>need</b> [6] - 19:17, 58:22, 59:4, 59:9, 61:5, 90:24</p> <p><b>needed</b> [2] - 18:7, 74:6</p> <p><b>needs</b> [2] - 15:9, 59:2</p> <p><b>never</b> [4] - 39:6, 52:4, 52:5, 70:1</p> <p><b>new</b> [3] - 16:3, 76:15, 91:2</p>	<b>O</b>	<p><b>O'BREIN</b> [1] - 70:13</p> <p><b>O'BRIEN</b> [153] - 3:20, 4:1, 4:18, 5:1, 5:9, 8:3, 8:16, 13:9, 13:15, 13:24, 14:1, 15:13, 15:19, 16:22, 17:1, 17:7, 17:15, 18:5, 18:12, 18:17,</p>		

<p><b>phone</b> [3] - 11:15, 17:12, 82:17</p> <p><b>phonetic</b> [1] - 53:2</p> <p><b>picture</b> [3] - 31:25, 73:25, 74:13</p> <p><b>pictured</b> [1] - 78:14</p> <p><b>pictures</b> [11] - 31:19, 32:23, 68:5, 71:18, 72:14, 72:16, 72:17, 75:7, 78:15, 80:18, 82:17</p> <p><b>place</b> [3] - 55:25, 68:17, 71:7</p> <p><b>plaster</b> [2] - 64:4, 68:6</p> <p><b>plastic</b> [2] - 65:24, 78:10</p> <p><b>plate</b> [1] - 73:6</p> <p><b>play</b> [4] - 10:4, 10:10, 13:9, 13:16</p> <p><b>played</b> [2] - 10:13, 13:18</p> <p><b>pledge</b> [1] - 2:2</p> <p><b>Pledge</b> [1] - 2:4</p> <p><b>podium</b> [1] - 7:22</p> <p><b>point</b> [16] - 17:15, 28:16, 36:7, 41:2, 44:11, 49:5, 50:2, 51:13, 56:2, 65:19, 66:7, 66:14, 67:3, 69:3, 69:5</p> <p><b>poop</b> [1] - 29:20</p> <p><b>Porch's</b> [1] - 27:6</p> <p><b>portion</b> [1] - 63:14</p> <p><b>possible</b> [2] - 6:6, 32:25</p> <p><b>pouring</b> [1] - 80:10</p> <p><b>PRESENT</b> [1] - 1:14</p> <p><b>present</b> [1] - 81:19</p> <p><b>prevailing</b> [1] - 66:24</p> <p><b>prevent</b> [2] - 45:10, 63:13</p> <p><b>preventative</b> [1] - 78:8</p> <p><b>prevented</b> [1] - 7:16</p> <p><b>primarily</b> [1] - 49:1</p> <p><b>primary</b> [1] - 47:17</p> <p><b>pro</b> [1] - 45:14</p> <p><b>problem</b> [31] - 7:5, 17:19, 24:25, 25:3, 25:9, 25:13, 28:18, 28:22, 36:11, 37:10, 37:11, 41:6, 41:9, 41:14, 41:16, 42:14, 42:15, 42:19, 42:24, 43:3, 46:7, 49:9, 49:10, 50:7, 51:17, 54:16, 67:8, 67:25, 68:23, 69:1, 82:14</p> <p><b>problem's</b> [1] - 41:11</p> <p><b>problems</b> [9] - 16:20, 24:3, 46:9, 47:19,</p>	<p>47:20, 47:25, 48:21, 65:13, 66:18</p> <p><b>proceedings</b> [2] - 3:25, 4:11</p> <p><b>process</b> [5] - 5:19, 22:17, 23:4, 23:7, 24:7</p> <p><b>promptly</b> [2] - 5:19, 18:8</p> <p><b>proof</b> [1] - 35:6</p> <p><b>prop</b> [1] - 68:15</p> <p><b>Prop</b> [1] - 58:6</p> <p><b>properly</b> [2] - 5:23, 64:14</p> <p><b>properties</b> [2] - 76:11, 76:22</p> <p><b>Property</b> [28] - 5:12, 5:14, 6:7, 7:1, 9:7, 9:10, 14:4, 14:9, 14:20, 14:24, 17:16, 22:21, 24:12, 38:12, 41:3, 54:20, 56:20, 56:23, 58:7, 58:9, 64:17, 65:22, 66:11, 86:8, 86:24, 87:2, 87:19, 88:23</p> <p><b>property</b> [48] - 5:23, 7:7, 8:12, 8:17, 8:20, 8:22, 8:24, 9:1, 14:8, 14:14, 14:17, 14:22, 15:5, 17:6, 17:20, 17:23, 18:2, 19:7, 24:2, 24:11, 24:14, 24:24, 27:7, 27:14, 27:18, 28:19, 36:17, 36:21, 37:3, 37:23, 38:14, 40:25, 41:11, 42:23, 47:17, 48:4, 48:16, 49:16, 53:21, 62:19, 63:1, 63:3, 63:5, 63:8, 63:24, 64:12, 76:11, 76:23</p> <p><b>property's</b> [1] - 7:9</p> <p><b>prove</b> [5] - 10:1, 11:6, 30:17, 31:3</p> <p><b>provide</b> [7] - 6:14, 7:18, 14:5, 22:18, 35:9, 35:10, 41:8</p> <p><b>provision</b> [1] - 6:20</p> <p><b>provisions</b> [2] - 14:18, 42:11</p> <p><b>Public</b> [2] - 92:5, 92:17</p> <p><b>pull</b> [2] - 52:24, 53:8</p> <p><b>pulled</b> [1] - 82:16</p> <p><b>pursuant</b> [1] - 54:12</p> <p><b>put</b> [7] - 67:18, 70:8, 70:20, 72:18, 78:9, 79:7, 79:12</p>	<p style="text-align: center;"><b>Q</b></p> <p><b>questions</b> [6] - 18:4, 34:18, 51:20, 53:14, 71:9, 79:4</p> <p><b>quick</b> [2] - 44:2, 67:15</p> <p><b>quite</b> [2] - 65:21, 77:22</p> <p><b>quote</b> [1] - 42:6</p> <p style="text-align: center;"><b>R</b></p> <p><b>rain</b> [1] - 63:12</p> <p><b>Rain</b> [1] - 67:11</p> <p><b>raise</b> [2] - 3:17, 3:23</p> <p><b>read</b> [2] - 41:3, 72:6</p> <p><b>ready</b> [1] - 13:21</p> <p><b>real</b> [1] - 6:14</p> <p><b>really</b> [2] - 48:6, 75:19</p> <p><b>rear</b> [1] - 73:5</p> <p><b>reason</b> [4] - 21:3, 50:24, 69:25, 70:7</p> <p><b>reasonable</b> [23] - 6:17, 17:18, 20:18, 22:12, 22:18, 28:17, 33:15, 36:23, 41:8, 41:12, 41:20, 41:21, 41:24, 42:7, 42:13, 42:18, 43:13, 44:15, 50:6, 51:7, 57:5, 72:4, 80:16</p> <p><b>reasonableness</b> [2] - 56:25, 60:8</p> <p><b>reasoning</b> [1] - 5:8</p> <p><b>receive</b> [4] - 9:7, 23:22, 45:24, 90:7</p> <p><b>received</b> [6] - 18:12, 21:4, 22:3, 49:20, 50:1, 72:1</p> <p><b>recent</b> [2] - 80:19</p> <p><b>recently</b> [2] - 47:21, 76:20</p> <p><b>receptacle</b> [4] - 64:19, 64:22, 65:18, 73:7</p> <p><b>recited</b> [1] - 2:4</p> <p><b>recognize</b> [1] - 10:7</p> <p><b>recommend</b> [2] - 89:20, 89:23</p> <p><b>recommendation</b> [1] - 62:13</p> <p><b>recommended</b> [1] - 50:21</p> <p><b>record</b> [3] - 4:17, 7:25, 68:11</p> <p><b>records</b> [1] - 52:1</p> <p><b>reenter</b> [1] - 50:10</p> <p><b>referenced</b> [1] - 86:9</p> <p><b>referred</b> [1] - 11:23</p>	<p><b>referring</b> [1] - 73:25</p> <p><b>refuse</b> [2] - 29:10, 29:13</p> <p><b>refused</b> [5] - 11:6, 13:8, 20:20, 28:7, 30:18</p> <p><b>refusing</b> [1] - 11:8</p> <p><b>regard</b> [1] - 23:7</p> <p><b>regards</b> [5] - 5:4, 54:19, 56:20, 71:16, 81:8</p> <p><b>regional</b> [1] - 76:10</p> <p><b>regular</b> [1] - 51:12</p> <p><b>rehabbed</b> [3] - 76:21, 76:23, 76:24</p> <p><b>rehabilitated</b> [1] - 76:20</p> <p><b>relocate</b> [1] - 80:17</p> <p><b>relocated</b> [1] - 80:15</p> <p><b>remediate</b> [2] - 78:12, 78:21</p> <p><b>remember</b> [5] - 9:18, 72:8, 74:7, 82:5, 82:8</p> <p><b>remove</b> [1] - 24:15</p> <p><b>removed</b> [1] - 24:2</p> <p><b>rent</b> [3] - 16:4, 16:5, 45:19</p> <p><b>Rentokil</b> [1] - 12:8</p> <p><b>repair</b> [10] - 54:16, 63:16, 63:19, 65:3, 69:14, 73:25, 74:4, 79:24, 80:17, 86:17</p> <p><b>repaired</b> [1] - 69:20</p> <p><b>repairman</b> [2] - 84:3, 84:6</p> <p><b>repairs</b> [10] - 6:18, 42:8, 66:13, 66:15, 72:5, 77:14, 77:15, 80:3, 85:8, 85:11</p> <p><b>repeat</b> [1] - 19:25</p> <p><b>replace</b> [3] - 63:20, 64:8, 64:20</p> <p><b>replaced</b> [2] - 65:19, 66:1</p> <p><b>reports</b> [1] - 6:1</p> <p><b>represent</b> [1] - 45:13</p> <p><b>representative</b> [1] - 7:2</p> <p><b>request</b> [2] - 6:7, 86:12</p> <p><b>requesting</b> [1] - 57:3</p> <p><b>require</b> [4] - 6:13, 12:18, 35:2, 51:7</p> <p><b>required</b> [8] - 6:19, 24:13, 38:20, 42:3, 42:9, 55:19, 65:25</p> <p><b>requires</b> [2] - 14:13, 17:21</p> <p><b>requiring</b> [3] - 36:21,</p>	<p>65:3, 65:6</p> <p><b>resolved</b> [1] - 38:2</p> <p><b>respect</b> [4] - 5:13, 63:4, 64:25, 65:11</p> <p><b>responsible</b> [1] - 38:17</p> <p><b>restitution</b> [3] - 23:22, 45:25, 55:22</p> <p><b>RICH</b> [1] - 1:11</p> <p><b>riding</b> [1] - 44:3</p> <p><b>river</b> [1] - 68:9</p> <p><b>roach</b> [2] - 49:8, 49:10</p> <p><b>roaches</b> [11] - 5:24, 16:19, 18:8, 24:15, 31:19, 32:4, 32:6, 32:8, 37:12, 40:5, 40:6</p> <p><b>Road</b> [1] - 4:20</p> <p><b>rodent</b> [2] - 5:16, 22:22</p> <p><b>rodents</b> [2] - 5:18, 27:17</p> <p><b>roll</b> [5] - 2:8, 57:17, 58:19, 60:19, 89:7</p> <p><b>Roll</b> [4] - 3:3, 61:24, 88:1, 91:10</p> <p><b>roof</b> [13] - 63:7, 63:10, 65:1, 65:4, 65:13, 66:5, 66:14, 67:5, 69:18, 74:19, 83:18, 83:20, 83:25</p> <p><b>Roof</b> [1] - 63:12</p> <p><b>roofing</b> [9] - 63:20, 69:8, 75:14, 75:17, 75:20, 77:13, 77:18, 78:3, 80:17</p> <p><b>room</b> [2] - 31:18, 31:25</p> <p><b>routine</b> [1] - 52:14</p> <p><b>rule</b> [2] - 38:8, 39:21</p> <p><b>running</b> [1] - 68:8</p> <p style="text-align: center;"><b>S</b></p> <p><b>safe</b> [2] - 56:2, 64:15</p> <p><b>safety</b> [1] - 73:7</p> <p><b>salesman</b> [1] - 84:3</p> <p><b>sanitary</b> [1] - 64:3</p> <p><b>saw</b> [1] - 21:7</p> <p><b>scheduled</b> [4] - 16:7, 19:23, 20:6, 50:21</p> <p><b>scope</b> [1] - 65:21</p> <p><b>seal</b> [1] - 92:12</p> <p><b>Sean</b> [18] - 10:17, 11:23, 12:2, 12:11, 18:25, 19:23, 21:24, 25:24, 26:7, 28:6, 30:4, 34:23, 35:7, 36:16, 36:17, 47:10,</p>
---	---	---	--	--

<p>71:11</p> <p><b>second</b> [27] - 2:24, 34:24, 44:18, 54:13, 55:1, 57:7, 57:8, 58:3, 58:13, 58:18, 59:2, 59:7, 60:16, 61:8, 61:21, 61:22, 65:11, 72:7, 84:11, 86:11, 86:23, 87:22, 87:23, 88:14, 89:3, 89:4, 91:7</p> <p><b>Second</b> [4] - 2:25, 3:1, 60:17, 91:8</p> <p><b>secondly</b> [1] - 87:4</p> <p><b>secretary</b> [1] - 21:25</p> <p><b>SECRETARY</b> [43] - 1:16, 2:9, 2:11, 2:13, 2:15, 2:17, 3:4, 3:6, 3:8, 3:10, 3:12, 57:18, 57:20, 57:22, 57:24, 58:1, 58:20, 59:8, 60:20, 60:22, 60:24, 61:1, 61:3, 61:25, 62:2, 62:4, 62:6, 62:8, 88:2, 88:4, 88:6, 88:8, 88:10, 89:8, 89:10, 89:12, 89:14, 89:16, 91:11, 91:13, 91:15, 91:17, 91:19</p> <p><b>section</b> [1] - 14:24</p> <p><b>Section</b> [9] - 5:14, 6:10, 14:12, 15:21, 42:4, 63:9, 63:23, 64:12, 65:2</p> <p><b>Sections</b> [1] - 42:2</p> <p><b>secure</b> [1] - 83:16</p> <p><b>security</b> [1] - 11:9</p> <p><b>see</b> [14] - 11:15, 13:12, 32:6, 33:1, 42:3, 70:5, 71:19, 72:16, 72:20, 72:23, 73:1, 74:25, 80:14, 83:7</p> <p><b>seeking</b> [4] - 87:14, 88:19, 88:25</p> <p><b>sent</b> [4] - 11:18, 18:20, 18:22, 71:4</p> <p><b>September</b> [1] - 72:11</p> <p><b>served</b> [2] - 5:11, 21:2</p> <p><b>service</b> [1] - 28:8</p> <p><b>services</b> [1] - 27:14</p> <p><b>set</b> [2] - 52:15, 92:11</p> <p><b>settled</b> [1] - 76:4</p> <p><b>seven</b> [1] - 46:2</p> <p><b>Several</b> [1] - 45:21</p> <p><b>shall</b> [12] - 5:15, 5:18, 5:23, 6:12, 17:17, 17:18, 63:10, 63:12, 63:16, 64:2, 64:5, 64:14</p>	<p><b>SHIT</b> [1] - 29:13</p> <p><b>Shoregate</b> [27] - 4:14, 4:23, 8:3, 8:5, 8:11, 8:18, 16:1, 27:1, 28:20, 41:21, 47:25, 50:22, 53:20, 53:23, 56:19, 57:11, 58:4, 59:24, 61:12, 65:5, 68:23, 76:14, 81:14, 87:12, 87:15, 88:17, 88:20</p> <p><b>Shortgate</b> [1] - 76:12</p> <p><b>shot</b> [1] - 56:14</p> <p><b>show</b> [2] - 9:9, 34:2</p> <p><b>showed</b> [2] - 72:13, 82:17</p> <p><b>shown</b> [1] - 44:13</p> <p><b>sic</b> [1] - 12:5</p> <p><b>Signature</b> [1] - 92:16</p> <p><b>single</b> [4] - 30:13, 49:12, 49:14, 51:12</p> <p><b>situation</b> [3] - 34:22, 54:3, 78:22</p> <p><b>size</b> [1] - 23:9</p> <p><b>small</b> [4] - 68:6, 68:10, 75:21, 75:23</p> <p><b>snow</b> [1] - 67:11</p> <p><b>snowing</b> [1] - 79:15</p> <p><b>so..</b> [3] - 10:3, 34:15, 78:18</p> <p><b>Solutions</b> [1] - 66:12</p> <p><b>someone</b> [7] - 27:24, 44:6, 70:4, 74:18, 80:17, 80:20, 88:13</p> <p><b>Someone</b> [1] - 91:3</p> <p><b>sometimes</b> [3] - 25:5, 48:6, 55:18</p> <p><b>somewhat</b> [1] - 33:17</p> <p><b>soon</b> [1] - 69:16</p> <p><b>sorry</b> [8] - 19:25, 20:2, 26:3, 73:13, 73:22, 80:1, 81:1, 83:15</p> <p><b>sort</b> [1] - 77:1</p> <p><b>sound</b> [2] - 12:2, 63:11</p> <p><b>SPEAKER</b> [1] - 68:18</p> <p><b>speaking</b> [1] - 3:19</p> <p><b>specifically</b> [1] - 6:11</p> <p><b>spots</b> [1] - 83:7</p> <p><b>spray</b> [5] - 26:1, 26:3, 26:4, 40:5, 40:6</p> <p><b>sprayed</b> [2] - 25:17, 51:23</p> <p><b>sprays</b> [1] - 26:2</p> <p><b>staff</b> [2] - 48:25, 51:5</p> <p><b>stage</b> [1] - 63:21</p> <p><b>stairwell</b> [1] - 25:17</p> <p><b>stairwells</b> [1] - 30:2</p> <p><b>stamped</b> [1] - 62:25</p> <p><b>stand</b> [2] - 2:1, 13:11</p>	<p><b>standard</b> [1] - 33:17</p> <p><b>stands</b> [2] - 57:14, 60:14</p> <p><b>state</b> [5] - 4:16, 5:7, 7:3, 49:23, 69:12</p> <p><b>State</b> [3] - 4:19, 92:6, 92:17</p> <p><b>statement</b> [2] - 6:15, 85:21</p> <p><b>states</b> [7] - 5:15, 6:11, 17:16, 17:22, 42:6, 63:19, 64:7</p> <p><b>stay</b> [2] - 69:2, 70:7</p> <p><b>stenotypy</b> [1] - 92:8</p> <p><b>step</b> [1] - 7:21</p> <p><b>Step</b> [1] - 66:20</p> <p><b>Steph</b> [1] - 29:1</p> <p><b>STEPHANIE</b> [2] - 1:14, 8:15</p> <p><b>Stephanie</b> [13] - 4:2, 7:19, 7:21, 8:7, 19:16, 25:4, 34:21, 37:13, 39:5, 44:16, 44:20, 47:3, 66:20</p> <p><b>steps</b> [1] - 45:2</p> <p><b>still</b> [3] - 15:15, 48:9, 78:7</p> <p><b>story</b> [1] - 75:24</p> <p><b>straggler</b> [1] - 34:7</p> <p><b>stretch</b> [2] - 77:22, 79:14</p> <p><b>structure</b> [4] - 6:20, 6:23, 42:10, 63:15</p> <p><b>structures</b> [3] - 5:15, 5:17, 63:25</p> <p><b>stuff</b> [1] - 72:24</p> <p><b>submit</b> [5] - 6:1, 14:19, 16:24, 36:24, 65:2</p> <p><b>Subsection</b> [1] - 42:5</p> <p><b>subsequent</b> [1] - 35:1</p> <p><b>substantive</b> [1] - 22:17</p> <p><b>substitute</b> [1] - 23:4</p> <p><b>sufficient</b> [1] - 57:4</p> <p><b>suite</b> [1] - 85:12</p> <p><b>Suite</b> [1] - 4:21</p> <p><b>supposed</b> [3] - 9:4, 9:5, 79:16</p> <p><b>surfaces</b> [2] - 64:1, 64:5</p> <p><b>swear</b> [5] - 3:17, 3:24, 4:3, 4:7, 4:8</p> <p><b>Swear</b> [1] - 4:10</p> <p><b>systems</b> [1] - 65:24</p>	<p><b>tarp</b> [2] - 67:18, 77:19</p> <p><b>tasked</b> [1] - 27:16</p> <p><b>team</b> [1] - 31:6</p> <p><b>technically</b> [1] - 40:7</p> <p><b>technician</b> [2] - 19:1, 26:14</p> <p><b>temperature</b> [1] - 67:6</p> <p><b>temporary</b> [4] - 67:18, 77:14, 77:19, 80:3</p> <p><b>tenant</b> [26] - 5:22, 7:11, 7:14, 15:8, 15:15, 16:11, 17:9, 18:10, 23:19, 32:17, 37:25, 38:16, 38:23, 39:16, 41:16, 42:21, 45:14, 45:18, 45:23, 46:1, 52:20, 55:16, 70:10, 72:2, 81:11</p> <p><b>Tenant</b> [3] - 24:11, 38:13, 71:17</p> <p><b>tenants</b> [20] - 15:22, 16:2, 24:4, 24:5, 24:6, 24:7, 24:9, 24:13, 24:18, 24:23, 25:1, 34:6, 37:19, 38:10, 40:25, 47:20, 68:12, 80:15</p> <p><b>terminated</b> [1] - 15:25</p> <p><b>testify</b> [2] - 4:6, 7:3</p> <p><b>testimony</b> [1] - 43:16</p> <p><b>themselves</b> [2] - 25:1, 43:6</p> <p><b>there're</b> [1] - 27:4</p> <p><b>there've</b> [1] - 44:12</p> <p><b>thereafter</b> [1] - 6:4</p> <p><b>therefore</b> [2] - 6:25, 85:3</p> <p><b>thereof</b> [1] - 14:12</p> <p><b>Thereupon</b> [3] - 2:4, 10:13, 13:18</p> <p><b>third</b> [2] - 44:19, 74:12</p> <p><b>Three</b> [2] - 70:9, 70:20</p> <p><b>three</b> [11] - 27:12, 35:18, 35:21, 36:4, 37:2, 37:6, 44:12, 49:5, 63:2, 65:1, 86:22</p> <p><b>threw</b> [1] - 29:19</p> <p><b>throughout</b> [5] - 5:25, 18:9, 26:4, 27:17, 73:5</p> <p><b>throw</b> [1] - 55:11</p> <p><b>thumb</b> [1] - 16:23</p> <p><b>Thurman</b> [2] - 70:12, 72:9</p> <p><b>tight</b> [1] - 63:11</p> <p><b>Tillman</b> [1] - 27:11</p> <p><b>timeframe</b> [3] - 15:18, 65:9, 65:15</p> <p><b>titled</b> [1] - 5:12</p>	<p><b>to..</b> [1] - 71:25</p> <p><b>today</b> [16] - 3:19, 3:21, 3:25, 4:11, 5:8, 5:10, 7:3, 7:19, 9:9, 13:23, 14:1, 20:17, 23:10, 45:8, 79:15, 90:1</p> <p><b>together</b> [1] - 40:9</p> <p><b>TOM</b> [1] - 1:12</p> <p><b>Tom</b> [1] - 60:18</p> <p><b>tomorrow</b> [1] - 86:4</p> <p><b>tonight</b> [1] - 3:15</p> <p><b>took</b> [3] - 11:3, 31:24, 34:23</p> <p><b>top</b> [4] - 32:7, 52:1, 65:4, 69:9</p> <p><b>total</b> [1] - 83:8</p> <p><b>toward</b> [2] - 72:17, 72:18</p> <p><b>towards</b> [1] - 32:2</p> <p><b>tower</b> [1] - 23:1</p> <p><b>Towers</b> [27] - 4:15, 4:24, 8:4, 8:6, 8:11, 16:1, 27:1, 28:21, 41:21, 47:25, 50:23, 53:20, 53:23, 56:19, 57:11, 58:5, 59:24, 61:12, 65:5, 68:23, 76:12, 76:14, 81:14, 87:12, 87:15, 88:17, 88:20</p> <p><b>towers</b> [2] - 24:3, 48:17</p> <p><b>TRANSCRIBED</b> [1] - 1:18</p> <p><b>transcript</b> [1] - 92:9</p> <p><b>trap</b> [2] - 78:9, 78:10</p> <p><b>treat</b> [13] - 13:3, 16:19, 19:12, 19:13, 19:18, 27:22, 27:24, 27:25, 28:5, 37:14, 37:15, 40:25, 45:11</p> <p><b>treated</b> [3] - 19:17, 33:22, 36:21</p> <p><b>treating</b> [1] - 27:17</p> <p><b>treatment</b> [1] - 7:18</p> <p><b>treatments</b> [1] - 36:18</p> <p><b>trial</b> [1] - 45:15</p> <p><b>tried</b> [4] - 7:13, 10:2, 28:6, 28:8</p> <p><b>tries</b> [2] - 10:20, 25:4</p> <p><b>trim</b> [1] - 34:12</p> <p><b>true</b> [1] - 92:9</p> <p><b>truth</b> [4] - 3:24, 4:3, 4:9, 4:11</p> <p><b>try</b> [5] - 25:2, 37:19, 50:9, 51:3, 83:13</p> <p><b>trying</b> [5] - 10:17, 25:19, 31:17, 50:14, 83:13</p> <p><b>Tuesday</b> [1] - 73:9</p>
		<b>T</b>		
			<b>T&amp;L</b> [1] - 27:11	

<p><b>Turn</b> [4] - 66:11, 76:5, 77:3, 78:22</p> <p><b>two</b> [20] - 3:15, 11:20, 12:25, 17:4, 23:1, 26:18, 27:5, 28:2, 28:7, 30:4, 30:20, 35:1, 44:4, 56:1, 63:22, 65:6, 65:16, 69:12, 77:24, 84:15</p> <p><b>Two</b> [1] - 86:20</p> <p><b>two-tower</b> [1] - 23:1</p> <p><b>type</b> [1] - 90:13</p> <p><b>Typically</b> [1] - 75:16</p>	<p><b>unsuccessful</b> [2] - 13:5, 13:7</p> <p><b>up</b> [14] - 7:21, 32:5, 33:14, 34:2, 52:24, 53:8, 66:17, 69:17, 79:14, 79:16, 80:7, 80:13, 83:25, 90:14</p> <p><b>upstairs</b> [2] - 69:9, 75:10</p>	<p>29:16, 82:24</p> <p><b>walking</b> [2] - 31:16, 32:1</p> <p><b>wall</b> [2] - 64:19, 74:9</p> <p><b>walls</b> [8] - 29:10, 29:12, 32:8, 63:14, 64:9, 72:23, 72:24, 73:3</p> <p><b>water</b> [9] - 47:18, 48:22, 64:8, 67:23, 68:7, 72:21, 74:4, 74:7, 80:10</p> <p><b>waters</b> [1] - 73:2</p> <p><b>weather</b> [9] - 66:7, 66:17, 66:24, 69:17, 77:21, 77:23, 77:24, 79:14, 79:18</p> <p><b>WEDNESDAY</b> [1] - 1:7</p> <p><b>Wednesday</b> [2] - 36:10, 50:4</p> <p><b>week</b> [11] - 27:19, 27:23, 44:23, 49:13, 49:14, 51:3, 51:12, 51:13, 55:25, 82:24, 83:2</p> <p><b>weekend</b> [1] - 79:17</p> <p><b>weeks</b> [7] - 26:21, 56:1, 63:22, 65:7, 69:12, 77:25, 79:20</p> <p><b>welcome</b> [1] - 46:13</p> <p><b>whereabouts</b> [1] - 74:5</p> <p><b>WHEREOF</b> [1] - 92:11</p> <p><b>willing</b> [1] - 54:14</p> <p><b>Willoughby</b> [3] - 15:20, 16:8, 58:6</p> <p><b>Willowick</b> [3] - 8:8, 14:12, 58:6</p> <p><b>WILLOWICK</b> [1] - 1:2</p> <p><b>window</b> [1] - 21:8</p> <p><b>windows</b> [1] - 64:1</p> <p><b>winter</b> [2] - 75:24, 82:25</p> <p><b>wintertime</b> [2] - 65:5, 69:5</p> <p><b>wiring</b> [1] - 64:14</p> <p><b>WITNESS</b> [1] - 92:11</p> <p><b>wood</b> [1] - 64:4</p> <p><b>word</b> [1] - 29:12</p> <p><b>works</b> [3] - 12:4, 26:10, 83:5</p> <p><b>world</b> [2] - 12:10, 51:4</p> <p><b>worth</b> [1] - 44:4</p> <p><b>would've</b> [6] - 20:1, 30:22, 30:23, 36:13, 46:10</p> <p><b>writ</b> [3] - 23:22, 45:24, 55:21</p> <p><b>writing</b> [5] - 6:13, 29:9, 29:11, 29:12,</p>	<p>29:23</p> <p><b>written</b> [4] - 90:2, 90:5, 90:8, 90:9</p> <p><b>wrote</b> [2] - 73:18, 92:8</p>
<b>U</b>	<b>V</b>	<b>Z</b>	<b>Y</b>
<p><b>unable</b> [1] - 7:5</p> <p><b>under</b> [22] - 6:6, 14:6, 14:23, 15:17, 17:25, 22:7, 22:20, 24:10, 24:12, 36:14, 36:24, 38:11, 38:12, 41:24, 42:17, 50:7, 51:8, 63:9, 65:2, 65:9, 69:13</p> <p><b>UNIDENTIFIED</b> [1] - 25:24</p> <p><b>unintelligible</b> [8] - 17:8, 17:25, 42:12, 49:19, 49:20, 51:17, 67:12, 82:21</p> <p><b>unintelligible</b> [5] - 20:9, 27:9, 68:18, 85:24, 90:12</p> <p><b>unit</b> [30] - 6:19, 9:22, 10:17, 10:20, 11:2, 11:7, 12:15, 13:3, 16:6, 16:15, 16:20, 17:10, 17:24, 23:1, 23:2, 26:22, 29:8, 37:14, 38:19, 39:5, 39:7, 42:9, 42:16, 42:20, 42:22, 42:24, 49:11, 80:10, 82:15, 83:24</p> <p><b>Unit</b> [2] - 63:4, 81:15</p> <p><b>units</b> [17] - 12:14, 12:18, 12:19, 12:21, 12:22, 16:1, 16:3, 19:14, 19:15, 19:17, 27:22, 27:24, 37:15, 37:16, 40:22, 48:21, 49:12</p> <p><b>Unless</b> [1] - 51:25</p> <p><b>unreasonable</b> [10] - 6:6, 6:24, 40:17, 41:1, 41:18, 65:7, 65:9, 65:14, 69:13, 85:10</p>	<p><b>vacants</b> [1] - 52:18</p> <p><b>vacate</b> [3] - 16:2, 46:1, 55:17</p> <p><b>vacated</b> [1] - 16:12</p> <p><b>validate</b> [1] - 34:25</p> <p><b>vandalism</b> [1] - 48:5</p> <p><b>verify</b> [1] - 44:23</p> <p><b>vertical</b> [1] - 74:3</p> <p><b>video</b> [14] - 10:4, 10:9, 10:13, 11:3, 11:24, 13:18, 16:23, 17:3, 18:15, 18:22, 31:3, 35:6, 44:22, 50:14</p> <p><b>videoed</b> [2] - 9:23, 10:1</p> <p><b>View</b> [1] - 76:15</p> <p><b>views</b> [1] - 68:17</p> <p><b>Violation</b> [13] - 9:8, 9:10, 14:3, 14:20, 15:3, 22:5, 25:12, 36:8, 41:5, 42:5, 57:14, 64:17, 80:24</p> <p><b>violation</b> [17] - 5:5, 5:22, 6:15, 14:16, 56:21, 56:23, 58:7, 58:9, 60:1, 60:5, 60:13, 63:18, 65:12, 84:21, 87:4, 87:17, 88:22</p> <p><b>violations</b> [5] - 61:15, 63:3, 84:18, 86:8, 86:17</p> <p><b>Violations</b> [1] - 5:12</p> <p><b>volative</b> [2] - 6:25, 22:16</p> <p><b>VOICE</b> [1] - 25:24</p> <p><b>vote</b> [13] - 53:17, 54:6, 54:8, 54:21, 54:23, 57:10, 57:13, 58:14, 58:15, 60:12, 60:13, 86:10</p> <p><b>vulgar</b> [1] - 29:9</p>	<p><b>wait</b> [1] - 38:2</p> <p><b>waiting</b> [3] - 15:17,</p>	<p><b>YARLETTS</b> [22] - 1:12, 2:14, 2:21, 3:9, 57:7, 57:23, 58:13, 59:15, 59:22, 60:4, 60:25, 61:10, 61:18, 62:5, 67:14, 67:17, 67:22, 88:7, 89:4, 89:13, 91:5, 91:16</p> <p><b>Yarletts</b> [11] - 2:13, 3:8, 57:9, 57:22, 60:24, 62:4, 77:19, 88:6, 89:6, 89:12, 91:15</p> <p><b>year</b> [1] - 72:12</p> <p><b>years</b> [3] - 19:3, 48:16, 48:19</p> <p><b>yourselves</b> [1] - 11:11</p>
<b>U</b>	<b>W</b>	<b>Z</b>	<b>Z</b>
			<p><b>ZONING</b> [1] - 1:2</p> <p><b>Zoning</b> [2] - 43:5, 89:19</p>