

IN THE SUPREME COURT OF OHIO  
CASE NUMBER 2009-0866

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STATE, EX REL. ELIZABETH A. KOBLY, ET AL.

RELATORS

vs.

YOUNGSTOWN CITY COUNCIL, ET AL.

RESPONDENTS

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RESPONDENTS' SUBMISSION OF EVIDENCE  
VOLUME TWO

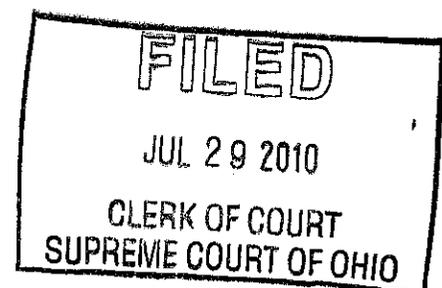
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JOHN B. JUHASZ (23777)  
7081 WEST BOULEVARD, SUITE 4  
YOUNGSTOWN, OHIO 44512  
(330) 758-7700  
FAX: (330) 758-7757  
jbjjurisdoc@yahoo.com

ATTORNEY FOR RELATORS

IRIS TORRES GUGLUCELLO  
LAW DIRECTOR (19416)  
ANTHONY J. FARRIS  
COUNSEL OF RECORD  
DEPUTY LAW DIRECTOR (55695)  
CITY OF YOUNGSTOWN  
26 South Phelps Street  
Youngstown, Ohio 44503  
(330) 742-8874  
Fax: (330) 742-8867  
[irisg@cityofyoungstownoh.com](mailto:irisg@cityofyoungstownoh.com)  
[ajf@cityofyoungstownoh.com](mailto:ajf@cityofyoungstownoh.com)

ATTORNEYS FOR RESPONDENTS



IN THE SUPREME COURT OF OHIO

STATE, EX REL. )  
ELIZABETH A. KOBLY, ET AL. )  
 )  
Relators )  
 )  
vs. )  
 )  
YOUNGSTOWN CITY COUNCIL, ET AL. )  
 )  
Respondents )

CASE NUMBER 09-0866

**RESPONDENTS' SUBMISSION**  
**OF EVIDENCE**

Now come Respondents Youngstown City Council, City of Youngstown and Mayor Jay Williams and submit the following materials as Volume Two of the record of evidence for this case.

Respectfully submitted,

*Iris Torres Gugliucello*  
IRIS TORRES GUGLIUCELLO  
LAW DIRECTOR  
CITY OF YOUNGSTOWN

*Anthony J. Farris*  
ANTHONY J. FARRIS  
DEPUTY LAW DIRECTOR  
CITY OF YOUNGSTOWN

CERTIFICATE OF SERVICE

I hereby certify that a true copy of RESPONDENTS' SUBMISSION OF EVIDENCE, VOLUME TWO, was mailed by regular mail on this 29th day of July, 2010, to JOHN B. JUHASZ (0023777), 7081 WEST BOULEVARD, SUITE 4, YOUNGSTOWN, OHIO, 44512-4362, ATTORNEY FOR RELATORS.

*Iris Torres Gugliucello*  
IRIS TORRES GUGLUCELLI  
LAW DIRECTOR  
CITY OF YOUNGSTOWN

*Anthony J. Farris*  
ANTHONY J. FARRIS  
DEPUTY LAW DIRECTOR  
CITY OF YOUNGSTOWN

RECORD OF EVIDENCE

VOLUME TWO

EXHIBIT H - Deposition of Judge Robert P. Milich

IN THE SUPREME COURT OF OHIO

CASE NO. 2009-0866

STATE OF OHIO, EX REL )  
ELIZABETH A. KOBLY, )  
ROBERT A. DOUGLAS, JR., )  
ROBERT P. MILICH )

Relators )

VS. )

YOUNGSTOWN CITY COUNCIL, ET AL )

Respondents )

DEPOSITION

OF

JUDGE ROBERT P. MILICH

DEPOSITION taken before me, Debra M. Moore, a Notary Public within and for the State of Ohio, on the 30th Day of June, 2010, pursuant to Notice and at the time and place therein specified, to be used pursuant to the Rules of Civil Procedure or by agreement of counsel in the above cause of action, pending in the Supreme Court of Ohio.

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APPEARANCES

On Behalf of Relators:

John B. Juhasz, Attorney at Law  
7081 West Boulevard, Suite 4  
Youngstown, OH 44512

On Behalf of Respondents:

Anthony J. Farris, Attorney at Law  
Iris Guglucello, Attorney at Law  
City of Youngstown  
City Hall  
26 South Phelps Street  
Youngstown, OH 44503

## INDEX

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

CROSS EXAMINATION BY MR. FARRIS - PAGE 5

OBJECTIONS AND MOTIONS:

BY MR. JUHASZ: PAGE(S) 11, 13, 14, 15, 16, 17, 18, 20,  
24, 25, 27, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40,  
41, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57,  
59, 60, 65, 72, 73, 74, 76, 77, 80, 81, 83, 84

PLAINTIFF'S EXHIBITS INTRODUCED: NONE

DEFENDANT'S EXHIBITS INTRODUCED:

EXHIBIT A - PAGE 7  
EXHIBIT B - PAGE 18  
EXHIBIT C - PAGE 19  
EXHIBIT D - PAGE 61  
EXHIBIT E - PAGE 21  
EXHIBIT F - PAGE 46  
EXHIBIT G - PAGE 66  
EXHIBIT H - PAGE 26  
EXHIBIT I - PAGE 34

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
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#### STIPULATIONS

It is stipulated and agreed by and between counsel for the parties hereto that this deposition may be taken at this time, 2:00 p.m., June 30, 2010, in the offices of City of Youngstown Law Department, City Hall, 26 South Phelps Street, Youngstown, Ohio.

It is further stipulated and agreed by and between counsel that the deposition may be taken in shorthand by Debra M. Moore, a Notary Public within and for the State of Ohio, and may be by her transcribed with the use of computer-assisted transcription; that the witness will read and sign the finished transcript of his\her deposition.

1                   WHEREUPON,  
2                   JUDGE ROBERT P. MILICH,  
3                   of lawful age, being by me first  
4                   affirmed to testify the truth, the  
5                   whole truth, and nothing but the truth,  
6                   as hereinafter certified, deposes and  
7                   says as follows:

8                   CROSS EXAMINATION:

9                   BY MR. FARRIS

10                  Q                   Judge, how are you today?

11                  A                   Fine. Just had lunch with Mr. Juhasz.

12                  Q                   Always a treat.

13                  A                   Went for lunch at the Pharmor Center.

14                  Q                   Wonderful. Would you mind, just for the  
15                  sake of formality, stating your full name for the record?

16                  A                   Robert P. Milich, M-I-L-I-C-H.

17                  Q                   And do you hold a position in the  
18                  government of the City of Youngstown currently, sir?

19                  A                   Judge, Youngstown Municipal Court.

20                  Q                   How long have you held that position,  
21                  sir?

22                  A                   About 12 years now.

23                  Q                   Okay. If I could, I mean, I know that  
24                  you've practiced law for many years and have worked in the

1 Law Department for many years, and I know you know how a  
2 deposition works. But just, again, for the sake of  
3 putting things on record, I want to mention to you that  
4 should I ask the question in a manner that is confusing or  
5 one that you might find misleading or that you don't think  
6 you can answer or don't know the answer to, please say so  
7 up front, because it's better to sort it out up front  
8 rather than later say you didn't understand the question.

9 I don't know if you are aware that in this particular  
10 instance, as opposed to a normal deposition, this isn't  
11 really preparation for the trial. These documents are  
12 going to be submitted, so I do need to certain things get  
13 on the record. So while I encourage you to expand or  
14 expound if you think things need explaining, please start  
15 off whenever possible with a direct answer to the  
16 question, and then go ahead and explain later, but I do  
17 have to get certain things on the record.

18 A Okay.

19 Q And I know I don't have to tell you to  
20 say it out loud, rather than nod your head or --

21 A Mumble --

22 Q Yes, sir.

23 A -- say huh. That's what I get all the  
24 time.

1 Q If I could, since you're an old hand at  
2 this, sir, I'll just get straight to the point, and if I  
3 could ask you to take a look at what's been marked as  
4 Exhibit A. Are you familiar with that item, sir?

5 A I have seen it, yes.

6 Q Did you actually participate in the  
7 issuance of it?

8 A As parties to the lawsuit, yes, I was  
9 involved, providing input.

10 Q Well, I mean, your signature is on it,  
11 would it be fair to say?

12 A Right.

13 Q Okay. And could you tell me what it is?

14 A Well, this is an order. See what the  
15 date is. Filed January 26, 2009, issued by Youngstown  
16 Municipal Court Judges, which in effect orders the City to  
17 provide adequate facilities.

18 Q Yes. It's your order to provide  
19 suitable accommodations, you and your companion Judges?

20 A Right.

21 Q Would you agree that this is a fair and  
22 accurate copy of the order you signed?

23 A Yes, it is.

24 Q Okay. Now, if I could direct your

1 attention to Page 7 of said order and ask you to take note  
2 of the fact that the order does specifically reference the  
3 City Hall Annex; is that correct, sir?

4 A It says, "In this regard, renovation of  
5 the Youngstown City Hall Annex may be entirely  
6 appropriate."

7 Q And it recognizes that if suitably  
8 remodeled and done in a fashion that meets the needs of  
9 the court, the City Hall Annex could be acceptable?

10 A Yes, I think that site could be  
11 acceptable, along with alternate sites, just as long as  
12 they met the standards.

13 Q Yes.

14 A We weren't locked in any particular  
15 site.

16 Q And that is your point of view, that  
17 you're not locked into a particular site. You want the  
18 Supreme Court standards met; correct?

19 A Right.

20 Q Okay. That's still your view today;  
21 correct?

22 A Right.

23 Q And that Judgment Entry is still in  
24 effect; correct?

1 A Right.

2 Q All right. And the order itself sets  
3 forth certain requirements that must be included; is that  
4 fair to say?

5 A Yes, at a minimum.

6 Q Yes. And also requires that the  
7 facility complies with the Ohio Supreme Court Court  
8 Facility Standards; correct?

9 A Yes.

10 Q Okay. And as you indicated a moment  
11 ago, a court facility that meets those standards would  
12 constitute suitable accommodations?

13 A Meets the Ohio Supreme Court standards?

14 Q Yes, sir.

15 A Those are the minimums, not necessarily  
16 the maximum standards.

17 Q Well, but, I mean, as far as if we -- if  
18 the City met the Supreme Court guidelines, you would be  
19 satisfied with that as suitable accommodations, would you  
20 not?

21 A Well, as I said, these are minimum  
22 standards, recommended standards by the Supreme Court.  
23 There might be a local need that they don't address. So  
24 it could be above and beyond what they provide, such as a

1 security area, depending upon security needs.

2 Q Well, let me alter the question  
3 slightly. Let's not limit it to the Court Facility  
4 Standards. All the Supreme Court standards, which include  
5 security standards and jury management standards and  
6 facility standards. If we were to meet all of the Supreme  
7 Court standards, would that constitute suitable  
8 accommodations?

9 A Perhaps.

10 Q So you're saying that --

11 A Still depending upon, yeah, the  
12 architect's preparation of what the actual needs are.

13 Q Okay. So just --

14 A Each court is different. These are  
15 minimum standards.

16 Q So just so I clarify, it is your  
17 position that if you were provided with a plan, actual  
18 facilities that meet all of the Supreme Court standards of  
19 all types, it may still not satisfy your own definition of  
20 suitable accommodations?

21 A Yeah, not unless our architect would  
22 ratify that. I'm not an architect. We're relying on our  
23 architect to determine exactly what we need.

24 Q And by your architect, whom do you mean,

1 sir?

2 A Well, Jaminet.

3 Q Okay. So if Mr. Jaminet would say that  
4 you need something in excess or beyond what is set forth  
5 in the Supreme Court standards, you would defer to his  
6 wisdom, and you would not be satisfied with the plan that  
7 met the Supreme Court standards?

8 A Well, we would rely on his professional  
9 opinion. Of course, it would be something that we would  
10 evaluate if we had the competence to do it. No, he  
11 doesn't automatically do what he wants or set the  
12 standards, but he's a professional. We do rely on him  
13 in the design of a court facility. The Supreme Court  
14 facilities don't get into a flow and the layout and the  
15 relationship of buildings and how prisoners are handled  
16 and all those sort of things on the actual facility.

17 Q Well, could you identify what it is,  
18 what needs the court possesses beyond those set forth in  
19 the Supreme Court standards?

20 MR. JUHASZ: Objection. You can answer.

21 A I can't, 'cause I'm not an architect.  
22 That's why we go to an architect.

23 Q Have you inquired of Mr. Jaminet as to  
24 what those requirements beyond the Supreme Court standards

1 might be?

2 A We've had several meetings over the past  
3 10 or 11 years, yes, related to what our particular needs  
4 are, because he did talk to everybody in the court  
5 facility and the clerk's office, you know, as to what  
6 their needs are, what the problems are, and got all that  
7 input over a number of years.

8 Q Did he relay those to you, sir?

9 A Yes.

10 Q Can you identify to us now what the  
11 needs, the particularized needs of the court that might  
12 differ or exceed those set forth in the Supreme Court  
13 Court Standards?

14 A No, I can't, because I don't have his  
15 reports or the plans or anything in front of me. It would  
16 have to be something he could present, based on our input  
17 over the years. It's evolved. We've gotten to the point  
18 where where he is is based on our input, based on his  
19 professional judgment.

20 Q Would it be fair to say that he relayed  
21 that information to you, but you've forgotten it?

22 A Well, you can say I forgot it or I don't  
23 remember it all, because it's a lot of material over a lot  
24 of years, and I don't have it in front of me, so I know we

1 have met over the years. We've provided input. He has  
2 come up with his plan, his recommendations. And it's  
3 evolved over the years, and so many things happened,  
4 without going back to the record and all the documents, I  
5 really couldn't relate all the things that happened and  
6 when they happened.

7 Q Do you recognize a distinction, however,  
8 Judge, between the perfect manner in which the court might  
9 operate and what is actually required to be suitable  
10 accommodations?

11 A Well, sure.

12 MR. JUHASZ: Objection. You can answer.

13 A Sure. I mean, the perfect one is some  
14 kind of theoretical model that if you had a wish list and  
15 if you were king, this is what you'd like to have.  
16 Because even meeting the Supreme Court standards and  
17 operating with what we're trying to operate within, it  
18 still doesn't provide for all the needs. So we're trying  
19 to find something that does provide for the needs at the  
20 most cost-effective price, and we're certainly not looking  
21 for any kind of gold-plated facility, and we don't want to  
22 make it look like the Federal Court, who has all that  
23 money. We understand the restraints and the lack of  
24 funds, and that's all been considered here.

1 Q Well, Your Honor, when you and your  
2 colleagues set forth the order as described in Exhibit A,  
3 you indicated what must minimally be included, as well as  
4 the Supreme Court standards. Would you agree that if a  
5 person complied -- that if, I'll be frank, the City of  
6 Youngstown complied with this order in that it met both  
7 your list of minimum needs and the Supreme Court standards  
8 which you attached, that would provide you with suitable  
9 accommodations?

10 MR. JUHASZ: Objection. You can answer.

11 A Well, if this was all complied with, it  
12 would still only provide a framework for a final court  
13 facility. Because the standards that are in here, as well  
14 as some of the parts of the order, like we say, an  
15 adequate law library, that still is a judgment call based  
16 on the architect's recommendations. So I don't think this  
17 order anticipates being the end all and be all to cover  
18 all of the aspects. This is the initial effort that was  
19 made to get the -- get the facility started, the issue  
20 started. It's not the end all, and --

21 Q Well, Your Honor, if I may ask --

22 A -- there's a lot more involved in there.

23 Q If I could just go back for one second  
24 to what -- just in terms of fairness, Your Honor, if Your

1 Honor -- if the court issues an order and the party to  
2 whom the order is issued expresses a willingness to comply  
3 with it, they are not in violation of your order, are  
4 they?

5 MR. JUHASZ: Objection. You can answer.

6 A No. If the party complies with the  
7 order, they're not in violation. That doesn't mean this  
8 is the only order that will ever be issued or has been  
9 issued.

10 Q Well, is there another order that sets  
11 forth needs of the court over and above or different than  
12 the Supreme Court standards?

13 A I'm not aware of any, no.

14 Q Can you -- so this is the order that  
15 we're dealing with at the moment that sets forth both  
16 these requirements, as well as, obviously, referencing  
17 Supreme Court standards?

18 A Right.

19 Q But if it's my understanding from your  
20 testimony -- and, again, feel free to explain or expound  
21 on this -- you're saying that you believe that Mr. Jaminet  
22 has superior information that would define requirements or  
23 things that the City must satisfy, even though they may or  
24 may not have been set forth in any order or demand from

1 the court; is that correct?

2 MR. JUHASZ: Objection. You can answer.

3 A Well, I think Mr. Jaminet, being a  
4 professional architect, has the ability to implement these  
5 generalities, Magistrates who have courtroom and office  
6 facilities similar to those of a Judge. You know, it's  
7 very general. This is not a complete building plan.  
8 These aren't final drawings. These aren't ready to go out  
9 for bid. Along the road, there are a lot of areas there  
10 for input from the architect, and even considering the  
11 input from the City before it would do things like that.

12 Q Well, how would Mr. Jaminet know your  
13 needs unless you told him your needs?

14 MR. JUHASZ: Objection. You can answer.

15 A Well, because he asked us what our needs  
16 were. He spent time in Municipal Court. He saw the work  
17 flow. He saw the bottlenecks. He saw the deficiencies.  
18 He saw the violations of all the various codes. He saw  
19 all the problems there, and then he advised what we had to  
20 do to correct that.

21 Q Well, I mean, if you told him your  
22 needs, what did you tell him those needs were?

23 A Well, when he came in for the interview,  
24 he would ask questions in order to get the information he

1 needed to start the design of a court facility. There are  
2 things we're not even aware of, like ADA requirements,  
3 which we obviously don't meet. There are things like that  
4 that we're not even aware of that he brings up that we're  
5 violating.

6 Q On what do you base your conviction that  
7 Mr. Jaminet has some particular knowledge in satisfying  
8 the Supreme Court standards or in assessing the particular  
9 needs of the court, other than the fact that he is an  
10 architect?

11 MR. JUHASZ: Objection. You can answer.

12 A Well, I think that's the answer there.  
13 He's a professional architect licensed by the State of  
14 Ohio, and that's his business.

15 Q Are you familiar with Gregg Strollo?

16 A Yes.

17 Q Would you agree that he's a professional  
18 architect licensed by the State of Ohio?

19 A Yes, certainly.

20 Q And the reason I bring up Mr. Strollo  
21 is, it appears from the way that you've described your  
22 level of deference to Mr. Jaminet that you're suggesting  
23 that there's no way to comply with the needs of the court  
24 or satisfy the Supreme Court standards, other than by

1 doing exactly what Mr. Jaminet has designed. Is that your  
2 view of things?

3 A No, I didn't say that.

4 MR. JUHASZ: Objection.

5 Q Is that your belief?

6 A No.

7 Q Okay.

8 A I mean, there are a variety of options  
9 to go on on any issue. They're driven by cost. They're  
10 driven by a lot of things. And that's the architect's  
11 job.

12 Q Right. So on that point -- and, again,  
13 not to beat around the bush -- you're aware that the City  
14 has endeavored to comply with the order through a plan  
15 prepared by Gregg Strollo of Strollo Architects. Are you  
16 aware of that?

17 MR. JUHASZ: Objection.

18 A Well, I know he did submit a plan, yes.

19 Q Okay. And speak of the devil, could we  
20 take a look at Exhibit B?

21 A I have Exhibit B.

22 Q Okay. Can you tell me what that is,  
23 sir?

24 A City Hall Annex Building Analysis as

1 Related to the Youngstown Municipal Court and Clerk of  
2 Courts, October 23, 2008, from Strollo Architects.

3 Q Have you reviewed that previously?

4 A I had seen it previously, yes.

5 Q And if I could actually direct your  
6 attention to Exhibit C, which I believe you'll find  
7 indicates the date on which it was sent to you --

8 A Right.

9 Q -- would you say that's an e-mail from  
10 me to you, basically?

11 A It is. Yes, it is.

12 Q So if we could go back to Exhibit B now.

13 A Okay.

14 Q And it was sent on October 23; correct?

15 A Right.

16 Q Okay.

17 A October 27.

18 Q 27th of 2008?

19 A Right.

20 Q Okay. So if we could go back to B now,  
21 would you like to read it over first, or did you do so  
22 before we started?

23 A Well, I just glanced at it.

24 Q If you would like to take a look at it

1 for a moment, that's fine, or we can just go straight into  
2 the --

3 A Yeah, just go ahead in, and I'll find  
4 references if issues come up.

5 Q In relating to Mr. Strollo and Mr.  
6 Jaminet and their relationship, I'd like you to take a  
7 look at the section entitled Scope of Work.

8 A Okay.

9 Q And in there, I believe you'll see a  
10 section in which Mr. Strollo asserts that he was asked by  
11 the City to be its representative in the planning process  
12 for a Municipal Court building because Olsavsky & Jaminet  
13 Architects have an arrangement with the Judges?

14 MR. JUHASZ: Objection. Where does it  
15 say that?

16 MR. FARRIS: "In 2006, Strollo  
17 Architects was asked by the City of Youngstown to provide  
18 oversight into the planning process for the Municipal  
19 Courts. That project, which has been underway for several  
20 administrations was, and is, an arrangement between The  
21 Courts and Olsavsky Jaminet Architects of Youngstown."

22 MR. JUHASZ: Where does it say Mr.  
23 Strollo is the representative of the City? You just said  
24 that in your question.

1 MR. FARRIS: Strollo Architects was  
2 asked by the City of Youngstown. Okay. Well it was a  
3 paraphrase. I'm not attempting to assert anything there.  
4 But basically he's asserting that his participation was  
5 because Olsavsky & Jaminet appeared to be working with the  
6 Judges or reporting to the Judges.

7 A Well, Olsavsky & Jaminet had a contract  
8 with the Board of Control, so they're working for the  
9 City, in effect.

10 Q Okay. Well, let's look at that point  
11 for a moment, if we could. Let's look at Exhibit E. If  
12 you want to take a look at that for a moment, sir?

13 A All 100 pages?

14 Q Well, just so you can tell what it is.  
15 You don't have to read it. You were, obviously, law  
16 director for many years. You're familiar with agreements  
17 of this nature?

18 A Yes.

19 Q And I think you'll see that it's an  
20 agreement between Olsavsky Jaminet and the City of  
21 Youngstown?

22 A Right.

23 Q Now, if I could -- and it indicates it  
24 was to provide professional consulting services for

1 preliminary architectural study for construction of  
2 Municipal Court facilities; is that correct?

3 A That's correct.

4 Q And if I could ask you to direct your  
5 attention to Article III. And what is that entitled, sir?

6 A Time of Performance?

7 Q Yes, sir. And would you agree with me  
8 that it indicates Mr. -- the Olsavsky & Jaminet are to  
9 complete their services within 75 calendar days of its  
10 beginning. Would you agree with me on that, sir?

11 A Well, they're referencing Exhibit A and  
12 B.

13 Q Well, but put aside Exhibit A for a  
14 minute. Would you agree with me that the last line of the  
15 Time of Performance section indicates that, "The term of  
16 this agreement shall be the period commencing upon  
17 consultant's receipt of the notice to proceed and  
18 terminating upon completion of the project, not to exceed  
19 75 consecutive calendar days"?

20 A That's what it says.

21 Q Okay.

22 A But I want to see what A and B say, if  
23 they have any modifications to that.

24 Q Well, if you wish, they are attached,

1 sir.

2 A Okay. Exhibit A doesn't appear to  
3 apply, and Exhibit B just restates that phrase about  
4 terminating upon completion of the project, not to exceed  
5 seventy-five days, and seventy is misspelled. It says  
6 sevnety.

7 Q Well, I appreciate that, sir.

8 A It might be a foreign word that means  
9 something else.

10 Q Is that your belief, sir, as an officer  
11 of the court?

12 A Seventy days, 75 days, right.

13 Q I'm asking you, sir, this appears to be  
14 relatively clear --

15 A Yeah.

16 Q -- saying that it's 75 days from  
17 commencement is the outside length of the term for which  
18 Mr. Strollo, I mean Olsavsky & Jaminet shall perform these  
19 services for the City of Youngstown; is that fair to say?

20 A That's what it says.

21 Q Okay. Would you agree with me that more  
22 than 75 days have passed since 2003?

23 A Yes.

24 Q Okay. And if I could direct your

1 attention to Article IV of said contract or agreement,  
2 would it be fair to say that the total amount of  
3 compensation for said services shall not exceed \$60,000?

4 A That's correct.

5 Q Okay.

6 A As detailed on Exhibit C.

7 Q Would it be fair to say that Olsavsky &  
8 Jaminet Architects are clearly not acting as the City's  
9 architect at this point, at least not pursuant to this  
10 agreement?

11 MR. JUHASZ: Objection. You can answer  
12 if you can.

13 A Well, as law director and assistant and  
14 first assistant, in 20 years I've seen a lot of contracts  
15 where service was provided beyond the scope of the  
16 contract and was later ratified.

17 Q Well, it could be, but --

18 A I'm not sure what the status is now.

19 Q But you've seen no indication that there  
20 was any later ratification?

21 A Not on the face of it, no, not on the  
22 face of it. I don't handle the administration, so I don't  
23 know.

24 Q Would it be fair to say that you have,

1 however, worked with Mr. Ray Jaminet particularly since  
2 then?

3 A Yes.

4 Q As a former law director and a current  
5 Judge, did you ever at any point inquire as to the nature  
6 of his relationship or employment status in so doing?

7 A I did not.

8 MR. JUHASZ: Objection. You can answer.

9 Q Okay. Has he, however, represented  
10 himself to you as being the City's architect?

11 MR. JUHASZ: Objection. You can answer.

12 A Well, he hasn't represented himself in  
13 any way. He just started as the City architect and  
14 continued to work, and when we asked for him to provide  
15 other services, he provided them.

16 Q Was there any arrangement ever entered  
17 into between the court and -- Municipal Court, I mean, and  
18 Mr. Jaminet?

19 A For his payment or extension of his  
20 contract?

21 Q Yes.

22 A No.

23 Q Anything regarding the nature of his  
24 services between Mr. --

1 A No.

2 Q Okay. If I could direct on that point,  
3 if I could point you to one more thing here, if I can find  
4 my way through my papers here. I think you'll find an  
5 Exhibit H in your paper work.

6 A Okay.

7 Q And, again, I feel silly asking you some  
8 of these things, because as you say, you are former law  
9 director, but can you identify what Exhibit H is?

10 A It's an appropriation ordinance, 22,000  
11 into particular code 960214, Sub. Ord. 3200.

12 Q Okay. And is that -- that ordinance  
13 relates to the appropriation of funds to pay for  
14 architectural services for the planning of a new court  
15 facility; is that correct?

16 A Yes.

17 Q And when it appropriates the sum of  
18 22,000 into Ord. Code 960214, Subject Object Code 3200,  
19 that is the court's fund, is it not?

20 A I don't know. I haven't memorized all  
21 our codes, so I don't know.

22 Q Well, I think I can help. Funds are  
23 available in Fund 214, special project fund. Would you  
24 agree with me that that is the court's special project

1 fund?

2 A I'm not sure. I don't handle the  
3 administration, so I'm not sure.

4 Q Okay. Well, but, I mean, you're aware  
5 of what the special project fund is?

6 A There are several special project funds,  
7 and I don't know if the City has any special project  
8 funds, and I don't know what the intent was here.

9 Q If I were to -- would you have reason to  
10 disagree with me if I suggested to you that the special  
11 project fund referenced in this ordinance is the court's  
12 special project fund?

13 MR. JUHASZ: Objection. You can answer  
14 if you know.

15 A Yeah, I can't answer that, because I  
16 don't know exactly what the code numbers for all the funds  
17 are.

18 Q Okay. This ordinance, however, the  
19 appropriation is for architectural services in preparation  
20 of planning of a new court facility; correct?

21 A That's correct.

22 Q And it would have been requested by the  
23 Judges?

24 MR. JUHASZ: Objection. You can answer

1 if you know.

2 A I don't see a request letter, so I don't  
3 know how it was originated.

4 Q Okay. So you have no idea what this  
5 might be?

6 A No. I did not get involved in the  
7 appropriation of funds, preparation of ordinances, all the  
8 administrative aspects. Judge Douglas, since 1998, has  
9 been responsible for doing -- we break up our divisions,  
10 because we don't have enough staff for everybody to do  
11 everything, so we sort of divide up responsibilities. And  
12 he was the main person on the court relating to  
13 ordinances, sites, purchases, you know, that sort of  
14 thing, so I never got involved in actually --

15 Q To what extent were you kept abreast of  
16 what was going on in regards to the new court facility all  
17 these years?

18 A Well, I got numerous reports written,  
19 and it was discussed probably at Judges' meetings, special  
20 meetings, meetings with Ray Jaminet, briefings as to where  
21 we were over the last 11, 12 years.

22 Q Would it be fair to say that at all  
23 times during that period of time, you were aware of what  
24 was the court's preferred project at any given moment?

1 A We had several possible sites. I was  
2 never locked on any one particular site. I know Judge  
3 Douglas looked at several sites. He eliminated many of  
4 them, and we ended up looking at the Annex. But from the  
5 beginning, I had no particular interest in any one site.  
6 I just wanted to get into a facility that was adequate  
7 that we can do our job safely and securely and protect the  
8 citizens. I wasn't hung up on any particular site.

9 Q Let me ask you, are you aware -- and if  
10 you are not, please say so -- that it was not until  
11 October 29 of 2008 that the court, through its presiding  
12 or administrative Judge, ever expressed a willingness to  
13 consider the City Hall Annex?

14 A The Annex?

15 MR. JUHASZ: Objection. You can answer.

16 A I remember the Annex being discussed off  
17 and on for 12 years.

18 Q Do you remember it, however, being  
19 rejected always by the Judges?

20 A I never rejected it, and I'm not aware  
21 of any vote or anything that was taken by the Judges to  
22 reject it. In fact, I think even Councilman Squires was  
23 talking about it 11, 12 years ago.

24 Q Well, are you aware as late as November

1 of 2007, Judge Douglas requested that 495-some thousand  
2 dollars be released to prepare an architectural study for  
3 the Masters project?

4 A I remember when that was pursued, that  
5 site was pursued, because I think it was CIC property that  
6 was turned over to the City, and it was available for  
7 development, and it looked like an opportunity. And he  
8 was the one that met with CIC and met with everybody else.  
9 I wasn't involved in that.

10 Q But I do need you to answer that  
11 question directly. Are you aware that November of 2007,  
12 Judge Douglas asked the administration to have Council  
13 appropriate 495,000-some dollars from the special projects  
14 fund to prepare architectural designs for the Masters  
15 project?

16 MR. JUHASZ: Objection. You can answer.

17 A I can't speak to the particular date or  
18 the amount. I know that he was working on that site as a  
19 possible site, trying to get the cooperation of CIC and  
20 the City. I don't remember any specifics about it,  
21 because he handled it.

22 Q Are you aware -- let me ask you this.  
23 Are you aware that he requested the appropriation of the  
24 money for the architectural --

1 MR. JUHASZ: Objection.

2 A I was aware that he had requested  
3 several things from Council.

4 Q But that particular thing?

5 A I don't remember that specific one.

6 Q You don't remember that?

7 A No, I can't speak to that specific one.

8 Q Okay. He did not consult with you in  
9 relation to that?

10 A He may have. I don't remember it,  
11 because there were a lot of things going on. I can't  
12 specifically remember that, no.

13 Q If I could direct your attention back  
14 now to Mr. Jaminet. I find the relationship of him with  
15 the various government agencies is somewhat mysterious,  
16 and I was hoping you could help me sort it out a little  
17 bit. Is he --

18 MR. JUHASZ: Objection.

19 Q Is he being compensated, to the best of  
20 your knowledge, by any fund under the control of the court  
21 currently?

22 A I can't answer that. I don't approve  
23 the expenditures, as the Presiding Administrative Judge,  
24 so I don't know.

1 Q Would you be able to tell me whether he  
2 was ever paid out of the court funds?

3 A I can't answer that.

4 Q Would you be able to tell me whether he  
5 was --

6 A I have no knowledge of that.

7 Q Would you be able to tell me whether he  
8 was ever paid out of City funds for services related to a  
9 court facility?

10 A I can't speak to that, because there  
11 again, I signed no requisitions for payment for him. I'm  
12 not aware of it.

13 Q Would you agree with me that if funds  
14 were to be paid out of -- if monies were to be paid to him  
15 out of funds under the control of the court, it would  
16 require a vote of the Judges to do so?

17 MR. JUHASZ: Objection. You can answer  
18 if you know.

19 A I'm trying to think. Well, the  
20 Presiding Administrative Judge handles expenditures of the  
21 funds. We submit a budget, and I think we all concur on a  
22 budget before it's submitted. But from then on in, it's  
23 up to the Presiding Administrative Judge to live within  
24 the budget and make expenditures, so we don't approve

1 every expenditure, no.

2 Q So you're saying that you could pay --  
3 let's not talk about any particular expenditure. You're  
4 saying that the court could pay funds to an architect out  
5 of funds in the control of the court without a particular  
6 vote of the Judges?

7 A I think the Presiding Administrative  
8 Judge has authority in some of those cases --

9 Q Okay.

10 A -- to commit the funds --

11 Q All right.

12 A -- if they're approved.

13 Q And would you be --

14 A We normally don't get involved in any  
15 expenditure.

16 Q Would you be surprised to learn that  
17 such had occurred in this case?

18 MR. JUHASZ: Objection.

19 A Surprised to learn what?

20 Q That money had come out of the court  
21 funds toward this fellow without your approval being  
22 asked?

23 MR. JUHASZ: Objection. You can answer.

24 A Would I be surprised? I would be

1 enlightened. I don't know if I would be surprised, but  
2 I'm not aware of that, no.

3 Q Okay. Would you agree that even in  
4 relation to Exhibit E, which we looked at before, that was  
5 in reference to the construction of new court facilities,  
6 was it not?

7 A Well, the ordinance speaks to new  
8 facilities. That's H. And E, professional consulting  
9 services for preliminary architectural study for  
10 construction of Municipal Court facilities. It doesn't  
11 say new.

12 Q Well, if I could, this item is not  
13 marked.

14 MR. FARRIS: Could I ask you to mark  
15 this, ma'am?

16 (Whereupon Defendant's Exhibit I was marked.)

17 Q Your Honor, if I could ask you to take a  
18 look at what's been marked as Exhibit I. Can you tell me  
19 what that is?

20 A This is a request for legislation.  
21 "Please prepare legislation appropriating 22,000 into org  
22 code 960214, sub. obj. 3200," which we previously  
23 reviewed. "The monies are available in the Court's  
24 special project fund 214. The funds are needed to pay for

1 architectural services rendered in the planning of a new  
2 court facility."

3 Q Would you agree with me that that is the  
4 request for ordinance?

5 A That's the request for an ordinance  
6 approved by Mayor McKelvey, certified by the finance  
7 director as available.

8 Q That corresponds with our Exhibit H,  
9 request for what is currently Exhibit H?

10 A The ordinance? That appears to be the  
11 request letter for the ordinance.

12 Q Okay. And I only asked that --

13 A 04-17.

14 Q I only asked that for the point of  
15 clarifying that the request was for a new court facility.  
16 Would you agree with me, sir, that that is the request,  
17 the nature of the request?

18 MR. JUHASZ: Objection.

19 A The January 12 letter, 2004, says for  
20 architectural services rendered in the planning of a new  
21 court facility.

22 Q Okay. Now --

23 A Planning, it says.

24 Q Yes, sir. You agree with me that no.

1 court facility has been built at this time?

2 A Certainly. I'm reminded every day.

3 Q If I could ask you, sir, related to -- I  
4 just want to follow up with a little bit more with Mr.  
5 Jaminet. You would agree with me, sir -- and you were, as  
6 I mentioned a number of times, the law director  
7 previously. Ordinarily if you're going to make any  
8 expenditure of any significant size out of the special  
9 projects fund, there's still an ordinance request  
10 appropriating that money; is that not the case?

11 A Yes, an ordinance is still requested.  
12 Even though it's a separate branch of government, an  
13 ordinance is requested.

14 Q And so if there were funds provided to  
15 Mr. Jaminet out of the funds under the court's control,  
16 there should have been an authorizing ordinance?

17 MR. JUHASZ: Objection. You can answer.

18 A Well, it depends on the source of funds.  
19 In that particular case, if there was a request for a  
20 specified amount to pay to him, that would authorize that.  
21 I don't know if there were other funds set up to pay out  
22 of. I don't know the whole structure of the payment of  
23 all of his services.

24 Q I'm not trying to be particularly

1 specific here, but I was under the understanding from the  
2 answer to the previous question that you accept the  
3 position that if there are monies to be paid out of the  
4 court's funds under the court's control, which would  
5 include the special project fund, there still has to be an  
6 authorizing ordinance from Council; is that not correct?

7 MR. JUHASZ: Objection.

8 A Not in every case. Being a separate  
9 branch of government, the statute provides in many cases  
10 that funds are set up to be used for the court only and  
11 expended only upon order of the court.

12 Q So if I'm understanding, those funds  
13 could be disbursed by the Presiding and Administrative  
14 Judge acting alone, without the consultation of the other  
15 Judges and without going to City Council?

16 MR. JUHASZ: Objection.

17 Q Is that correct?

18 MR. JUHASZ: You can answer.

19 A There are funds that I believe you don't  
20 have to go to City Council. Being a separate branch of  
21 government, the judicial branch, has the authority to  
22 expend certain funds.

23 Q Would architectural services be included  
24 in that, sir?

1 MR. JUHASZ: Objection. You can answer.

2 A I can't answer without researching. I  
3 really don't know.

4 Q Okay. All right. You've indicated  
5 you've met with Mr. Jaminet a number of times over the  
6 years; correct?

7 A Yes.

8 Q As well as your companion Judges, you're  
9 aware that he's met with them a number of times?

10 A He met with probably Judge Douglas most  
11 of the time, and then we also had meetings.

12 Q Do you have any idea how often he met  
13 with Judge Douglas?

14 A No.

15 Q They seem to have a relatively close  
16 relationship.

17 MR. JUHASZ: Objection.

18 A He would report back when they met.

19 MR. JUHASZ: Is that a question, or are  
20 you testifying?

21 Q They seem to have a fairly close  
22 relationship; isn't that correct?

23 A Professional relationship?

24 Q Yes.

1 A Yes, as a professional, I think he was  
2 being diligent in doing his job, because he did do what he  
3 had to do to determine what our actual needs were.

4 Q And he complies with the directives of  
5 the Municipal Court Judges in going about his business of  
6 preparing these plans, would it be fair to say?

7 A Well, he got our input. I mean, his  
8 contract is with the City.

9 Q Well, but what contract is that, sir?

10 A His initial contract.

11 Q Would you agree that that contract is --  
12 the term of that contract on its face has expired long  
13 ago?

14 MR. JUHASZ: Objection. You can answer.

15 A On its face it's expired, but as you  
16 know, contracts can be extended through mutual agreement.

17 Q Do you have any reason to believe that  
18 that contract has been extended between Mr. Jaminet and  
19 the City?

20 A I don't know. I can't say. I don't  
21 know.

22 Q But you have no basis on which to  
23 believe that; correct?

24 A Right.

1 Q All right. But the court has still  
2 continued to work with him; correct?

3 A He has still provided services for us.

4 Q Yes.

5 A Through mediation, through meetings. I  
6 think he's had several meetings with Strollo at the City's  
7 request, so I think the City got involved in requiring  
8 services of him, in effect, which is sort of a  
9 ratification there.

10 Q Well, so we could fire him if we want?

11 MR. JUHASZ: Objection. You can answer.

12 A You can try.

13 Q Try, but that would be -- you're saying  
14 you would be opposed to that; is that correct?

15 A You can try anything, yeah.

16 Q Okay. Do you feel that your plan -- his  
17 plans represent your interests?

18 A The drawings that I saw are, I think, a  
19 solution to our problem. I think they are what we need to  
20 provide our services, and I'm satisfied with them from  
21 what he's presented. That's just the initial plans, of  
22 course. That's not detailed drawings, which gets into a  
23 lot more detail.

24 Q But you are not married to his plan; is

1 that correct?

2 A At this point, since we've been stalling  
3 for like 12 years, I don't think we want to be talking  
4 about other plans. I think we've all agreed we're going  
5 to go with his plan.

6 Q Okay.

7 A It's only a preliminary plan. I mean,  
8 it's not the final plan, but as a preliminary plan, I  
9 think that's our agreement of the Judges, that we're not  
10 going to waste any more time and look at other sites or  
11 plans. We just want to get it over with.

12 Q And so basically, if I'm -- the position  
13 of the Judges and yours in particular is that no matter  
14 what might be proposed by the City, no matter whether it  
15 meets all Supreme Court guidelines or if an effort is made  
16 to meet all of your needs, at this point all you want to  
17 do is Olsavsky & Jaminet's plan, and you're not going to  
18 hear anything else?

19 MR. JUHASZ: Objection.

20 A You're talking about two different  
21 things. You're talking about litigation. We're in  
22 litigation right now. Our position in litigation is we're  
23 going to go with Jaminet's plan.

24 Q How does that differ from your position

1 otherwise?

2 A The city made a settlement proposal that  
3 satisfied our needs. I, for one -- I can't speak for the  
4 other Judges, but for me, I don't care where it is, as  
5 long as it suits our needs, it's got all the things that  
6 we need. You're talking about two different things. The  
7 issue of litigation we're in, we are going with Jaminet's  
8 plan.

9 Q That's your legal position that you want  
10 to compel?

11 A That's our legal position. If the City  
12 wants to make an offer to provide us a facility that's  
13 comparable, I'd have no objection.

14 Q But as far as actually meeting your  
15 needs, you're willing to consider other proposals;  
16 correct?

17 A Anything that would meet our needs,  
18 that's right.

19 Q And would it be fair to say --

20 A It's better in a settlement --

21 Q Yes, sir.

22 A -- as it's separated from the  
23 litigation.

24 Q Would it be fair to say that you've made

1 similar statements before, in particular you appeared in  
2 Council and stated the following -- and this is in  
3 reference to the current Municipal Court facilities and  
4 the need for a new one. And you stated we're open. We  
5 just want a facility that meets the standards of the  
6 Supreme Court, that meets the building codes, that meets  
7 the fire code, the safety code and security codes, which  
8 it doesn't, and has space -- it's half the space we need.  
9 Anything that meets the standards, we're not hung up on  
10 any particular plan.

11 A Right. I still agree with that for  
12 purposes of settlement. That was in City Council before  
13 we had litigation when the Mayor buried his head and would  
14 not respond to me or look at me and even discuss what I  
15 was talking about. His body language was you're never  
16 going to get a court facility as long as I'm mayor.

17 Q That was his body language?

18 A Yes, it was, and the look in his eye and  
19 his body language and his attitude. This was before  
20 litigation. This was giving him an opportunity to talk,  
21 which he wasn't inclined to.

22 Q And it would be fair to say there are  
23 some hard feelings there on your part?

24 A It's not a personal issue. It's a

1 political issue. And we're dealing with political issues  
2 here. And I've been here 50 years, and I don't get  
3 involved in personalities.

4 Q You do sound angry, Judge.

5 A I am angry. I'm angry we're still here  
6 after 12 years. I'm angry that a year was wasted in  
7 mediation. I'm angry that still we're not getting any  
8 good faith effort to settle it. I'm angry at the whole  
9 thing. I'm not angry at anybody in particular, because  
10 this goes back several mayors. It's not just this mayor.  
11 Several Councils.

12 I'm angry at being in this position 12 years later,  
13 having Judges work in that condition up there for 12  
14 years. I've worked in almost every department in City  
15 Hall. My office in the law director was four or five  
16 times bigger than my current office as a Judge. My office  
17 in the Law Department was bigger. My office on the Health  
18 Department was bigger.

19 The Law Department was remodeled. The Mayor's office  
20 was remodeled. Council was remodeled. That's why I'm  
21 angry, because the third branch of government doesn't get  
22 any respect, because we don't have people that understand  
23 it or want to. Those that do understand it don't want to  
24 understand it for their own political reasons. That's why

1 I'm angry. It's not individuals. It's the political  
2 environment.

3 Q Okay. Can I ask you, sir, when you  
4 differentiate between your legal position and what you  
5 would actually consider, aren't they intertwined to the  
6 effect that if the City provides what is legally required,  
7 that satisfies both standards, does it not?

8 MR. JUHASZ: Objection.

9 A Well, our legal position is this is our  
10 plan. You show where it's unreasonable. That's the test  
11 to understand the Supreme Court has when courts order  
12 facilities, order additional budgets, order other things.  
13 You show it's unreasonable, then things will change. But  
14 until you show it's unreasonable, that's our plan. That's  
15 the test. You talk about settlement, settlement's a  
16 little different issue on settlement.

17 Q Could something other than --

18 A You know you take positions in  
19 litigation that you don't in mediation or settlement.  
20 They have different ends.

21 Q Could something other than Mr. Jaminet's  
22 plan constitute suitable accommodation?

23 A Of course.

24 Q Okay. So let me ask you again about --

1 as you know, we favor -- the City tends to favor Mr.  
2 Strollo's plans.

3 MR. JUHASZ: Objection. Again, are you  
4 testifying or asking questions?

5 MR. FARRIS: That was a question.

6 Q Are you aware that the City has been  
7 propounding Mr. Strollo's plan?

8 A It appears as though that was their  
9 objective when they hired him after our architect was  
10 already hired and doing the job.

11 Q Okay. Would you -- this is, again, in  
12 reference to Exhibit F. I think it's Exhibit F.

13 A Plans, Strollo's plans?

14 Q No, I'm sorry, this is -- yes, okay,  
15 yeah, let's look at Exhibit F. This is, again, related to  
16 Exhibit B. Do you know what that is, Exhibit F is, sir?

17 A It appears to be Strollo's version, and  
18 it's the same site, Market Street and Front Street.

19 Q Have you ever viewed that before?

20 A This plan?

21 Q Yes, sir.

22 A Yes.

23 Q Okay. When it was propounded, did you  
24 review it and give thought to it and give it fair

1 consideration?

2 A We did. We had a meeting, and I think  
3 Ray presented it, and we discussed it and got his input,  
4 and he indicated it would not meet our standards. It  
5 would not meet our needs.

6 Q And that Ray being Ray Jaminet?

7 A Ray Jaminet; right.

8 Q And he indicated to you that the plan  
9 propounded by Mr. Strollo would not meet the court's  
10 needs; is that correct?

11 A That's correct.

12 Q Did he indicate to you what needs of the  
13 court would not be met by Mr. Strollo's plan, Exhibit F?

14 MR. JUHASZ: Objection. You can answer.

15 A There were several issues -- I'm trying  
16 to think of what they were -- that were eliminated. I  
17 think elevator was one of the issues.

18 Q The amount of elevators?

19 A Amount of elevators, yeah. Amount of  
20 elevators needed.

21 Q How many elevators is it your position  
22 the court needs, sir?

23 A Well, whatever Jaminet says we need,  
24 we've agreed on his plan, what he's got in his plan.

1 Q So would it be fair to say that you  
2 don't have like an independent basis for these viewpoints,  
3 you're relying on Mr. Jaminet's proposal or his input?

4 A We're relying on our architect, whose  
5 purpose is to provide us with a plan which takes into  
6 consideration all the requirements, not only structural,  
7 but all of the other federal laws and state laws on  
8 disabilities and everything else.

9 Q Isn't it also his purpose, sir, to  
10 secure a very large public contract?

11 MR. JUHASZ: Objection.

12 A For who to --

13 Q Isn't it also in Mr. Jaminet's interest  
14 to seek to secure a very large public contract for the  
15 architectural design and preparation of this court  
16 facility?

17 MR. JUHASZ: Objection.

18 A Well, I have an equal amount of respect  
19 for Strollo and Jaminet, and if that's true for Jaminet,  
20 it's true for Strollo. But they're professionals. I  
21 don't consider them as con men or money hungry.

22 Q Well, I mean, I understand that you want  
23 to sort of explain your viewpoint on it, but I do need for  
24 you to answer directly first. Doesn't he also have an

1 interest in securing a large public contract?

2 MR. JUHASZ: Objection. You can answer  
3 if you know what he's thinking.

4 A I don't know what his objectives are.  
5 He's trying to make a living, like everybody else, just  
6 like Strollo is.

7 Q Well, let me ask you, how can it be a  
8 fair assessment to have one architect review and recommend  
9 to the court the value of another architect's proposal to  
10 you when they are, to some extent, in competition?

11 MR. JUHASZ: Objection.

12 A Say that again.

13 Q How can it be a fair evaluation for the  
14 court to have one architect --

15 A Name -- when you're talking about one  
16 architect --

17 Q Mr. Jaminet.

18 A Jaminet.

19 Q -- review the proposal of Mr. Strollo  
20 and recommend to the court and assess its value to the  
21 court when they are, at least in some sense, in  
22 competition for the same public contract? How can that be  
23 a fair process?

24 MR. JUHASZ: Objection.

1 A Well, Strollo might have the same  
2 objectives. And we've always questioned all along why  
3 Strollo even got involved. To have another architect pay  
4 money to him to duplicate or supervise another  
5 architect -- and the big difference in the plan between  
6 this and Jaminet's is Strollo never talked to anybody in  
7 the courts that I know of. He never talked to me about  
8 what our needs are. He never really did any kind of  
9 analysis of what a court facility should be. And this is  
10 very, very preliminary drawings that he did, which was  
11 just like a rework of Ray Jaminet's.

12 Q Well, isn't it true, sir, that Mr.  
13 Strollo actually attempted to contact each Judge and asked  
14 for their input, but none of them spoke to him? Is that  
15 not the case, sir?

16 MR. JUHASZ: Objection.

17 A I don't know what the other Judges did.  
18 I don't recall him calling me. I talked to him several  
19 times on the street that I ran into him, because I happen  
20 to have a lot of respect for Mr. Strollo.

21 Q Do you recall him sending you a letter  
22 in which he asked to meet with you to assess the needs of  
23 the court because he had been retained by the City to  
24 address this issue?

1 A Was this after litigation or before?

2 Q Prior.

3 A Prior to litigation?

4 Q Yes, sir.

5 A It's possible. I don't remember that.

6 Q But you never met with him?

7 A I've met with him individually. I've  
8 talked to him several times.

9 Q Not bumping into him on the street, but  
10 I mean in regards to giving the court's needs so that he  
11 could prepare a plan?

12 A Well, at the time this was transpiring,  
13 I think litigation was being contemplated, and I think --  
14 I don't know if our attorney had been retained yet, but we  
15 were posturing for litigation, so we were very careful in  
16 what we did and who we met and who we talked to.

17 Q And you were not interested at that  
18 point in talking to Mr. Strollo; correct?

19 MR. JUHASZ: Objection.

20 A Well, I can't say. I don't know what  
21 letter that was and what was transpiring at that time.

22 Q Well, you didn't meet with him, in any  
23 case?

24 A As a group, the Judges, or individually?

1 Q You individually or with others in  
2 reference -- in --

3 A I don't remember meeting with him, no.

4 Q You never relayed to him the court's  
5 needs?

6 A Prior to him coming up with a plan, I  
7 certainly did not.

8 Q Okay.

9 A After that, I don't remember meeting  
10 with him, no.

11 Q Okay. And would it be fair to say that  
12 by the time he got involved in this, you had pretty much  
13 already decided you're going with Mr. Jaminet's plan, and  
14 you're not really interested in talking to Mr. Strollo?

15 MR. JUHASZ: Objection. You can answer.

16 A Well, when Mr. Strollo got in the  
17 picture, we had been working with Jaminet for several  
18 years, who had been retained by the City, who had been  
19 working on it, who got our input. And all of a sudden  
20 Strollo appeared, and we saw no reason to -- at least  
21 personally I didn't, because it appeared to come across  
22 more as Strollo was being hired to watch our architect, a  
23 watchdog.

24 Q Our architect being Mr. Jaminet?

1 A The City's architect.

2 Q Well, when you say our, you're not  
3 referring to the Judges?

4 A Well, the City and our was the same  
5 thing. He was hired by the City. I'm talking about  
6 Jaminet. When Jaminet had been working on that, when  
7 Jaminet had gone to meetings at the request of the City in  
8 many cases and then to have Strollo come up, this was our  
9 attitude, was unless somebody shows us different, this was  
10 just an effort to have a watchdog over what our architect  
11 did, which we didn't think made much sense and thought it  
12 was a waste of money.

13 Q Is it wrong for the City to hire someone  
14 to try to reduce costs on Mr. Jaminet's plan?

15 MR. JUHASZ: Objection. You can answer  
16 if you can.

17 A The City should have initially, when  
18 they hire an architect, do an evaluation of which  
19 architect will provide the best service, give the best  
20 cost-effective program, and at that point you determine.  
21 I've never heard -- after 50 years, I never heard of the  
22 City hiring an architect to watch an architect they hired.  
23 I never heard of that in 50 years.

24 Q Well, Your Honor, if it's the City's

1 responsibility to make the decision who's the best  
2 architect and the City informs you that they have decided  
3 that Mr. Strollo is the best architect for this project  
4 and they do not want to work with Mr. Jaminet, are you  
5 willing to work with Mr. Strollo?

6 MR. JUHASZ: Objection.

7 A Are you talking about in litigation or  
8 in settlement?

9 Q For the purpose of building a  
10 building --

11 A The answer is no on both.

12 Q -- or renovating a building. No to  
13 both?

14 A The answer is no on both, because we see  
15 that as another stall, to start all over again and talk to  
16 Strollo from the beginning, another year stall, just like  
17 mediation was a stall, just like every year for the last  
18 12 years was a stall. We got tired of all the stalls,  
19 understand.

20 Q Do you have any reason to believe that  
21 Mr. Jaminet's preliminary plans are any further ahead than  
22 Mr. Strollo's preliminary plans?

23 MR. JUHASZ: Objection. You can answer  
24 if you know.

1 A Ahead in what respect?

2 Q As far as the ability to carry out the  
3 project.

4 MR. JUHASZ: Objection.

5 A Well, I look at them both preliminary  
6 plans, but I see Jaminet's as being in much more detail  
7 and in line with what our needs are. The Strollo plan,  
8 since he didn't talk to us before he developed them,  
9 really doesn't provide for our input or for our needs. It  
10 would be just as bad under his plan as we're living now in  
11 City Hall.

12 Q Well, how is he going to reflect those  
13 in his plan if you won't talk to him to provide those,  
14 sir?

15 MR. JUHASZ: Objection.

16 A I think I've made my position clear on  
17 why I didn't talk to him if I didn't formally, because he  
18 didn't provide us the courtesy to let us talk to him  
19 before he developed the plans. And asking him to talk to  
20 us after that was only in response to our criticism that  
21 he didn't talk to us. So we don't want to waste any more  
22 time.

23 Q Not in comparison to each other, but let  
24 me ask you, based on your evaluation, do you have any

1 reason to believe that the plan prepared by Mr. Strollo  
2 would not comply with the Ohio Supreme Court Court  
3 Security Standards?

4 MR. JUHASZ: Objection. You can answer.

5 A Based on the evaluation of Mr. Jaminet,  
6 he advised that they don't meet the standards.

7 Q Okay. Do you have --

8 A I'm not an architect, so I can't say,  
9 but he told us they don't.

10 Q Other than the fact that Mr. Jaminet  
11 told you they didn't, do you have any independent basis  
12 that you can articulate today to show that the plans  
13 prepared by Mr. Strollo would not satisfy the Ohio Supreme  
14 Court Court Facility Standards?

15 MR. JUHASZ: Objection. You can answer.

16 A Well, in reviewing and discussing it, I  
17 think there were several areas that did not comply with  
18 the Supreme Court security requirements.

19 Q Can you identify in what aspect, sir?

20 A Well, the handling of prisoners,  
21 securing the areas. You've got a secure hall here, you've  
22 got no secure hall for Judges, you've got a public lobby  
23 with court employees here. There's no security at all in  
24 this.

1 Q Well, let's go one by one, Judge,  
2 because I can't follow you when you said -- what is the  
3 first problem?

4 A Okay. This is a secure hall here.

5 Q You're referring to the secure hall  
6 area?

7 A That's a secure hall.

8 Q Yes, sir.

9 A The areas where the Judges are are  
10 supposed to be secure also. They're not secure.

11 Q The area referred to as secure corridor?

12 A They're not secure. You got open here,  
13 you got public lobby. Just the flow, the flow doesn't  
14 take into consideration our needs.

15 Q The flow?

16 A The layout, the layout of offices, the  
17 size of offices, the location of offices.

18 Q You seem to be very general in reference  
19 to that, sir.

20 A You got a Judge here.

21 MR. JUHASZ: Objection.

22 A I don't know where the secretary is.  
23 You got a kitchen by the jury. I don't even see a --  
24 there's a bailiff. Secretary's over here.

1 Q Is this the first time that you've  
2 looked at these in any depth?

3 A No. Ever since he came out with them,  
4 we've looked at them from time to time.

5 Q Okay.

6 A We've just come to the conclusion they  
7 don't meet the standards, based on what our architect told  
8 us and showed us based on the standards.

9 Q Okay.

10 A He showed us the specific areas that  
11 they don't come in compliance. He showed us the specific  
12 areas where there would be problems.

13 Q All right. Let me go through these,  
14 then, with you, then. Can you identify the specific area  
15 which reflects that the -- it does not -- that Mr.  
16 Strollo's plan does not maintain a suitable judicial  
17 atmosphere and properly serve the public, clean, well-lit,  
18 adequately heated and air-conditioned court facilities?

19 A No, that's our architect's job. We've  
20 been looking at those plans for years, we've been talking  
21 for years, having meetings for years, going back and  
22 forth. I'm not an architect. That's not my decision.  
23 That's why we have an architect. Our conclusion is, based  
24 on the input of our architect and us discussing it, they

1 don't meet the standards.

2 Q Okay. I understand that you just want  
3 to say that that is what Mr. Jaminet told you, but can you  
4 identify one Supreme Court standard that Mr. Strollo's  
5 plan does not meet?

6 A It's what he told us --

7 MR. JUHASZ: Objection.

8 A -- what we discussed, the needs of the  
9 Judges at the time, this plan didn't meet the need.

10 Q All right, sir, and I just need to get a  
11 yes or no answer to this.

12 A Yes.

13 Q Can you identify here today one Supreme  
14 Court Court Facility Standard that Mr. Strollo's plan does  
15 not meet?

16 MR. JUHASZ: Objection.

17 A Doesn't meet any of them.

18 Q Are you being flippant?

19 A That's my opinion. It doesn't meet any  
20 of them. No, I'm not. In my opinion, it doesn't meet any  
21 of them. It doesn't meet security, it doesn't meet the  
22 provision for court facilities, for libraries, you go  
23 right down the list. In my opinion, it doesn't meet any  
24 of them.

1 Q Doesn't meet one requirement?

2 A No.

3 Q Does it meet any of the minimum  
4 requirements you set forth in your order?

5 A No.

6 Q Okay. Beyond the meeting in which it  
7 was indicated by Mr. Jaminet that Mr. Strollo's plan was  
8 not suitable, was there any further discussion amongst the  
9 Judges of Mr. Strollo's plan?

10 A Well, I don't remember when that was,  
11 and outside of mediation, I don't think we've been  
12 discussing it. So a year ago we started mediation, and  
13 the only discussions we had was during the mediation for  
14 the last year. I think, you know, obviously you have  
15 meetings before the mediation, but independent meetings to  
16 discuss these specifics, we haven't had any in probably a  
17 year.

18 Q Okay. Now, we've talked about this  
19 before, and when you say that it's been 12 years and  
20 you've been put off, you would agree that for many of  
21 those years, the Judges would not have even considered the  
22 City Hall Annex?

23 MR. JUHASZ: Objection.

24 A I can't speak for all the Judges. I was

1 from the beginning amenable to any site that met our needs  
2 and a design that met our needs.

3 Q And we have referred earlier to the  
4 Masters project; correct?

5 A Right.

6 Q And you're familiar with what I'm  
7 talking about when I refer to that?

8 A Yes.

9 Q Could you take a look at Exhibit D, sir?

10 A What is D? I don't see D.

11 Q I don't want to tell you what it is.  
12 You should have it in your pile.

13 A I don't see D.

14 Q May I?

15 A I'll look in my pile. Maybe you'll  
16 recognize it. B, C, there's D. All right.

17 Q As a former law director, you're  
18 familiar with the process by which the City might sort of  
19 assess the costs of a project and try to take various  
20 options into account in --

21 A As a former law director, I've seen the  
22 City engaged in projects in an unlimited variety of ways,  
23 in violation of the law, in compliance with the law,  
24 pushing the envelope. I've seen every combination of

1 contracts the City has let.

2 Q Okay. Well, are you able to sort of, by  
3 looking at Exhibit D, tell me what's going on there?

4 A Okay. We have a letter from Reid,  
5 Regional Chamber of Commerce. It would be -- who is Reid?

6 Q Vice president.

7 A Oh, Reid Dulberger. Okay. Project  
8 budget, Youngstown Municipal Court project on Masters  
9 Block owned by CIC. Our estimates are higher than the  
10 court's architects. A little explanation is in order.  
11 Note, our assumptions are based on the same bid-build-  
12 finance approach that you operated for the YCACIC and  
13 which was used successfully on the Voinovich Center,  
14 Mahoning County Children Services, and 7th District Court  
15 of Appeals.

16 We used the 7th District Court of Appeals as a model.  
17 They determined that the base cost between 215 to 220,  
18 \$220 per square foot was appropriate, selected upper  
19 boundary to present a conservative estimate. Assumed  
20 35,000 gross square feet on two levels, 25,000 square  
21 feet, one level of basement parking at grade in the rear  
22 alley, providing 50-plus spaces.

23 Based on our experience, 7th District Court estimated  
24 \$50 per square foot for 20,000 square foot basement.

1 Other assumptions, five percent hard cost contingency,  
2 435,000. 635,000 in fees/soft costs, including a five  
3 percent developer's fee, 15 months of construction period  
4 interest, 510,000, that the bidder builds into their  
5 proposal, for a total of 10,280,000. Total equates to  
6 \$295 per square foot. 7th District Court of Appeals, 288  
7 per square foot.

8 MR. FARRIS: Can we take a break?

9 (A recess was taken)

10 A Based on our experience with the 7th  
11 District, we estimate \$50 a square foot for 20,000 square  
12 foot basement. Other assumptions, five percent hard cost  
13 contingency, 435,000, 635,000 in fees/soft costs,  
14 including five percent developer's fee, 15 months of  
15 construction period interest, 510,000, that the bidder  
16 builds into the proposal, for a total of 10,280,000.

17 Total equates to 295.48 square feet, per square foot.  
18 By way of comparison, 7th District Court building will be  
19 288.54 square foot. As always, given that the assumption  
20 that the project would be competitively bid, any savings,  
21 bids below budget, would either go to reduce the debt or  
22 be available to enhance the facility, at the City's sole  
23 discretion.

24 By using the base bids from the 7th District Court as

1 a model, we're projecting a moderate level of finish with  
2 limited cost space. We have not budgeted for vaulted  
3 ceilings, marble or granite floors, or statuary.

4 Likewise, we have not included cost for security or  
5 telecommunications system, though the conduit would be in  
6 place, furniture, or moving expense.

7 Assuming the court had approximately one million to  
8 allocate to a new facility, this approach would require  
9 financing 9.28 million, either conventionally through City  
10 debt or through Certificates of Participation, which I  
11 don't know what that is. We recognize the financial  
12 burden that the amount of new debt presents to the City.  
13 However, given our mutual experience with the Court of  
14 Appeals, we opted to avoid any unpleasant surprises and  
15 use real data for our analysis.

16 We would be please, sic, to discuss this with you in  
17 more detail at your convenience. It's from Reid Dulberger  
18 to Jason Whitehead, the same Jason Whitehead who told the  
19 Vindicator, we'll find the court a place. We'll find a  
20 warehouse somewhere.

21 Q Okay. But if I can ask you, sir, would  
22 you agree that this is a communication from the Youngstown  
23 Warren Regional Chamber indicating that what has been  
24 referred by the Masters project and was a previous plan

1 favored by the court would actually cost \$10,280,000?  
2 Would you agree that that's a fair and accurate recitation  
3 of what we have here?

4 MR. JUHASZ: Objection.

5 A It's a proposed budget for Youngstown  
6 Municipal Court project on the Masters Block owned by  
7 YCACIC.

8 Q Your Honor, I'm not asking you to read  
9 it. If you disagree with that, you can say no.

10 A Let me finish. And I see a proposed  
11 budget attached, project development budget. So it  
12 appears to be a proposed budget, total of 10,280 --

13 Q Ten million?

14 A -- with a narrative on the front with a  
15 breakdown of more details.

16 Q Just for the purpose of clarification,  
17 that's 10,000,000, not 10,000; correct?

18 A Did I say 10,000? 10,280,000.

19 Q Would you agree that it's understandable  
20 that the City might balk at that sort of expenditure?

21 MR. JUHASZ: Objection. If you can know  
22 that this person has any expertise in what the City was  
23 thinking, then I guess you can answer that question.  
24 Otherwise, I suggest not.

1 A All I know is it was an e-mail from Reid  
2 Dulberger to Jason Whitehead, with a budget. That's the  
3 only thing I know about this.

4 Q Okay. So you're saying you can't answer  
5 questions regarding it?

6 A I cannot answer that. I was not  
7 involved in this, and I don't know what they're thinking.

8 Q Okay. Now, let's take a look at Exhibit  
9 G, if we could.

10 A Okay.

11 Q Do you recognize that item, sir?

12 A Letter from Olsavsky Jaminet dated June  
13 6, 2006, to Judge Douglas?

14 Q Yes, sir.

15 A Proposed court facilities in the City  
16 Hall Annex. I did not receive this, I don't believe.  
17 It wasn't sent to me, and I don't think it was forwarded  
18 to me. The only thing I recall about the Masters site --

19 Q I'm sorry, this is not about the  
20 Masters. We're talking about the City Hall Annex here.

21 A Oh, City Hall, okay. Okay, City Hall  
22 Annex. This is a statement of probable cost.

23 Q By whom, sir?

24 A By Raymond Jaminet.

1 Q Okay. So he is giving a preliminary  
2 possible cost for the renovation of the City Hall Annex;  
3 correct?

4 A Total probable cost, seven thousand four  
5 hundred sixty-two dollars, nine hundred eighty-six cents.  
6 He has a Footnote No. 2, the cost for any hazardous  
7 materials that need abated is not included.

8 Q If I could just clarify again, Your  
9 Honor, it's 7,462,986.

10 A What did I say, 7,000? I'm not used to  
11 those big numbers like you are, Tony. \$7,462,986 and no  
12 cents.

13 Q And this is for the City Hall Annex, and  
14 this is from Mr. Jaminet; correct?

15 A Yes.

16 Q And that was the total probable cost;  
17 correct?

18 A On June 6, 2006. Well, except for those  
19 qualifications.

20 Q Yes, sir. And you would agree that it  
21 sets forth a construction or building estimate of  
22 6,663,386 and then adds in soft costs of 799,600; would  
23 that be fair to say?

24 A Yes.

1 Q Okay. And he indicates he believes the  
2 City Hall Annex is -- could accommodate the Youngstown  
3 Municipal Court facilities quite easily; correct?

4 A Right.

5 Q Okay. And so if I can now direct your  
6 attention to -- well, are you aware or has it ever come to  
7 your attention that Mr. Jaminet estimated that Mr. -- I'm  
8 sorry, Mr. Strollo estimated that Mr. Jaminet's plan for  
9 the City Hall Annex would amount to about eight million?  
10 Has that ever been propounded to you?

11 A There were a lot of figures tossed  
12 around. I remember eight million being tossed around.

13 Q Okay.

14 A That was discussed, eight million, as  
15 one of the projections, 'cause it's a very rough  
16 projection at this time.

17 Q Right.

18 A I remember that figure coming up.

19 Q And that's, as you indicated, a serious  
20 amount of money; correct?

21 A Can't count that high, yeah.

22 Q And it's something that the Judges would  
23 discuss and weigh the pros and cons of, would you not  
24 agree?

1 A Well, just from this letter, I don't  
2 know whether this was something to be discussed or Judge  
3 Douglas went back to Ray and said go back and try again.  
4 I don't remember seeing this. I don't remember having a  
5 specific meeting based on this letter.

6 Q Okay. That's fine.

7 A I remember hearing the numbers and the  
8 figures coming up in meetings.

9 Q Well, let's go back to Exhibit B for a  
10 moment. Exhibit B you've previously identified as Mr.  
11 Strollo's preliminary assessment.

12 A Okay.

13 Q He also makes an estimate as to how much  
14 it would take to renovate the City Hall Annex in  
15 compliance with all Supreme Court standards; is that  
16 correct?

17 A Yes, he does.

18 Q And if I could direct your attention to  
19 second to last page, he indicates a construction cost  
20 estimate, does he not?

21 A He indicates 5,434,000.

22 Q Okay. And he then suggests setting  
23 aside another ten percent to cover the various related  
24 costs, correct, on the next page?

1 A Not included in these figures are  
2 permits, A and E fees, and contractor's overhead and  
3 profit. Common professional service percentages for  
4 projects of this scale and complexity range from eight  
5 percent to 12 percent, based on the scope of services  
6 provided. Contractor's overhead and profit commonly range  
7 from five to seven percent. Recommend a ten percent for  
8 renovation or 534,000. No asbestos analysis has been  
9 completed.

10 So I don't think they're really comparable. They're  
11 apples and oranges, because I think Ray's got different  
12 parameters compared to -- when you add up all the things  
13 that he left out, it might be the same thing as Jaminet's.

14 Q Well, I mean, we can compare and  
15 evaluate in a moment if you like, but you would agree that  
16 he then suggests to his construction cost estimate adding  
17 in a ten percent charge to reflect --

18 A I didn't add it up, but he starts out  
19 with 5.4 million and adds in eight to 12 percent on top of  
20 that, five to seven percent on top of that, ten percent on  
21 top of that.

22 Q Well, you see the reference to  
23 534,000 --

24 A Yeah.

1 Q -- being ten percent?

2 A Ten percent for renovation or 534,000.

3 Q Okay. And those -- the construction  
4 costs and that related costs added together, you're in the  
5 \$6 million range; correct?

6 A Well, if you take -- it says eight to  
7 twelve. If you take ten percent of 5.4 million, you got  
8 another half a million. Professional services, and then  
9 if you have contractor's overhead five to seven, the  
10 average is six, you got another 300,000. Overhead and  
11 profit and then ten percent for renovation, so you got  
12 another million there. So he's up --

13 Q That's another million there?

14 A Yeah, at least a million there, I see,  
15 plus I don't know what he left out.

16 Q Your interpretation of when he lists  
17 those various percentages is that he was intending to add  
18 them all together? Is that how you took it?

19 A My impression here is that he's  
20 qualifying it, saying this is what I did not include.  
21 These are additional costs you may have to face, that my  
22 5.4 million figure is not the bottom line.

23 Q Okay. And it is not your impression  
24 that he's saying the ten percent added on to the ten

1 percent of the construction costs added on to it reflects  
2 the total probable cost estimate?

3 MR. JUHASZ: Objection. You can answer.

4 A That's not the way I read it.

5 Q Okay. That's fine. Let's assume for  
6 the sake of my question that that is what he is  
7 suggesting. Would you agree that the difference between  
8 eight million and six million is a significant amount of  
9 money?

10 MR. JUHASZ: Objection.

11 A Well, I would agree the amount -- the  
12 difference between six and eight million is a very  
13 significant amount of money. I'm not so sure that there's  
14 a significant amount of difference between the two plans  
15 when they're based on the same parameters.

16 Q But two million is a lot of money?

17 A Well, certainly.

18 MR. JUHASZ: Objection.

19 Q And particularly so to the people of  
20 Youngstown?

21 MR. JUHASZ: Objection.

22 A Well, the people of the world  
23 everywhere, sure, it's a lot of money. But it's not  
24 relevant, because we don't know what the actual difference

1 is.

2 Q Well, but if one could satisfy all those  
3 guidelines and save \$2 million, it would be irresponsible  
4 not to do it, would it not?

5 MR. JUHASZ: Objection.

6 A Satisfy all the guidelines as I've  
7 indicated and all of the needs of the court, providing for  
8 security, providing for work flow, providing for the  
9 safety of the public and all the other things.

10 Q If all that could be done --

11 A Sure.

12 Q -- it would be unreasonable to spend the  
13 \$2 million more if it could be done for \$2 million less.

14 MR. JUHASZ: Objection.

15 Q Correct?

16 A In your theoretical proposition, not  
17 relating to this, I agree with your theoretical. But in  
18 reality, I don't think the facts are the same. It's  
19 apples and oranges. Their proposal, which appeared to be  
20 done very quickly without any input and not in much  
21 detail, appears to be just a review of what Jaminet did  
22 and took several years to do, and just rearranging the  
23 chairs on the Titanic.

24 Q Well, let me move along with just a few

1 remaining things. We'll get a few things on the record,  
2 and we're just about done here. In reference to the jury  
3 management standards, are you familiar with those?

4 A Yes.

5 Q How many jury trials would you say you  
6 generally have a year, you in particular?

7 A I don't average a couple a year. I know  
8 Judge Kobly has probably a couple every jury season, so  
9 she probably has 10 or 12 a year. Douglas, maybe a couple  
10 a year.

11 Q Did I understand you to say that you  
12 have less than two a year?

13 A Couple a year, couple a year, yeah.

14 Q Judge Douglas has about two a year?

15 A I can't speak for him, but I'm just  
16 saying --

17 Q You have about two a year?

18 A Couple a year I average, yeah. Judge  
19 Kobly, from my knowledge, probably has about 10 or 12 a  
20 years, sometimes more.

21 Q Last year particularly, how many would  
22 you say you had?

23 MR. JUHASZ: Objection.

24 A I'd have to check. I don't recall

1 exactly.

2 Q Okay.

3 A As I say, it averages, you know, one or  
4 two a year.

5 Q How long have you been a Judge, sir?

6 A Twelve years.

7 Q During that 12 years time -- well, let  
8 me correct myself. You made reference to sessions, jury  
9 sessions?

10 A Yes.

11 Q Would it be fair to say that there are  
12 jury sessions that alternate among the Judges?

13 A Yes.

14 Q So you don't have them during the same  
15 week?

16 A No, we rotate. One court will have a  
17 jury season one week, and then the next court in sequence,  
18 because they don't have the same time. They don't have  
19 the facilities. You could have them the same time if  
20 there was a jury room for each court, but since we don't  
21 have that, we have to stagger them.

22 Q Would it be fair to say that now, the  
23 way you operate now, you never have them at the same time,  
24 because you go in separate sessions?

1 A That's right.

2 Q So there wouldn't be two juries in  
3 session at the same time?

4 MR. JUHASZ: Objection.

5 A There's not, and that causes a problem.  
6 That causes numerous problems, because you'll get a case  
7 that runs out of time, and my jury season doesn't start  
8 for another two weeks, and you've got to have a jury trial  
9 that day. And we just come back from Franklin County  
10 Common Pleas Court. They have jury calls every week.  
11 They have the space for jury trials, and they're available  
12 like that if they want to have a jury trial.

13 Q Well, I mean, speedy trial far exceeds  
14 two weeks, doesn't it?

15 MR. JUHASZ: Objection.

16 A I'm talking about running out. If  
17 somebody doesn't waive time and wants -- timely files a  
18 jury trial and the next jury season isn't for a month and  
19 the courts say that's not a reason for tolling the time,  
20 you have to have a special jury session.

21 Q Why would it be a month, sir? Why  
22 wouldn't it be two weeks at the longest?

23 MR. JUHASZ: Objection.

24 A Because our jury sessions are like six

1 weeks apart.

2 Q But that doesn't have anything to do  
3 with the court facilities, does it?

4 A Well, sure it does.

5 Q Well, I mean, if you each had one a  
6 week, it couldn't be any more than two weeks in between.

7 MR. JUHASZ: Objection.

8 A If we had jury sessions every week and  
9 the facilities call them and all three courts can call  
10 upon them, you have no problem in having a jury trial at  
11 any time. If you get to a situation where an individual  
12 timely asks for a jury trial but the next jury session is  
13 beyond the speedy trial time, he hasn't waived time, and  
14 that causes havoc.

15 Q But why would the next jury session be  
16 beyond speedy trial time if the person timely requests a  
17 jury trial, absent poor scheduling?

18 MR. JUHASZ: Objection. Are you  
19 serious?

20 MR. FARRIS: Yes, I'm serious.

21 Q If you have alternate sessions, there's  
22 no reason they couldn't be every week, so why would it  
23 ever have to be beyond two weeks?

24 MR. JUHASZ: Objection.

1 A Well, it's every six weeks.

2 Q Okay.

3 A The jury sessions are every six weeks.  
4 They rotate. Because you've got to plan on jury trials.  
5 As you know, you get a lot of settlements at the last  
6 minute. You've got to call the jury. They've got to go  
7 someplace. Just because you don't have a jury trial  
8 doesn't mean you don't need a jury room.

9 Q Okay.

10 A Poor jury has to endure deplorable  
11 conditions as it is.

12 Q Video arraignments are now currently in  
13 operation, are they not?

14 A Yes.

15 Q And you've been around this facility for  
16 many years; correct?

17 A Yes.

18 Q Would you agree that the amount of  
19 prisoners in the courtroom has greatly diminished over the  
20 years because of the use of video arraignments?

21 A Those individuals that make initial  
22 appearances, yes, it's been reduced greatly, because  
23 they're not brought over like they used to be, yeah. But  
24 the following week, they're brought over for preliminary

1 hearings.

2 Q If they're in jail; correct? And we're  
3 talking the felony prisoners if they're in jail.

4 A Yeah, if they're in jail. If they're  
5 out on bond, they still come back for a preliminary  
6 hearing the next week.

7 Q And those are felony prisoners. Would  
8 you say that there's also misdemeanor prisoners; correct?

9 A Yes.

10 Q And the Judge put on an order making all  
11 nonviolent misdemeanors an OR book bond; is that not  
12 correct?

13 A We have a standard book bond, except for  
14 domestic violence, crimes of violence.

15 Q So that also greatly reduces the amount  
16 of prisoners who would have to be brought to the  
17 courtroom, does it not?

18 A Well, that would -- still have to have  
19 an initial appearance, whether they did it on video or  
20 they came the next morning at 10:00.

21 Q Well, but they would be out at that  
22 time, would they not?

23 A They'd be out, yeah. They'd come the  
24 next day at 10:00 for in-court initial appearance.

1 Q Would you agree that now, as compared  
2 to, say, ten years ago before there was the video  
3 arraignment, there are far fewer prisoners in the  
4 courtroom than there once were?

5 MR. JUHASZ: Objection.

6 A There are far fewer prisoners 10:30  
7 every morning on arraignment week than there were before  
8 because they're on video.

9 Q Right. Okay, is that fair to say?

10 A Because they're not brought over on  
11 arraignment, and they're brought over on preliminary  
12 hearings, though.

13 Q Correct.

14 A So instead of making two visits, they  
15 make one, but they still have to come in.

16 Q Would it be fair to say that the amount  
17 of preliminary hearings could be greatly reduced if direct  
18 indictments were more commonly engaged in?

19 MR. JUHASZ: Objection.

20 A Are you talking about felonies?

21 Q Yes, sir.

22 A I suppose it would avoid the preliminary  
23 hearing; right.

24 Q Sir, if I could change the subject, how

1 much money is in the Municipal Court special project fund  
2 currently, if you know?

3 A The last figure I saw was 1.7, 1.8  
4 million.

5 Q Okay. And do you know how much is in  
6 the court's capital improvement fund?

7 A No, not offhand, no.

8 Q Is the court willing to release those  
9 funds to be applied towards the construction costs for a  
10 renovated facility?

11 MR. JUHASZ: Objection. You can answer.

12 A When I arrived in 1998, Judge Douglas  
13 was here about five or six months before me. The very  
14 first thing we did was increase the court cost for a court  
15 facility 12 years ago. That's what it's there for. The  
16 Mayor will not let us spend it. We want to proceed with  
17 detailed drawings, proceed with acquisition, and the  
18 Mayor, who has to under the charter request legislation  
19 for expending funds, that's why we have a Court order,  
20 because he won't do it. That's what the funds are there  
21 for.

22 Q The funds you wanted to appropriate  
23 previously, that was for the architectural drawings for  
24 the Masters project?

1 A They're for anything relating to a new  
2 court facility or a restored court facility, whatever  
3 facility is decided on, but that's the reason they're  
4 there, which the City's been using for ten years the  
5 interest of, and which we don't even know where they are,  
6 because they don't show up in the City budget, which is  
7 another issue. But those funds, that's the reason they're  
8 there.

9 Q I just want to clarify, in your answer  
10 were you making reference to when there was the request to  
11 appropriate the funds for the architectural drawings for  
12 the Masters Block?

13 A No.

14 Q Are you aware of any time in which --

15 A We may have requested them then, but I  
16 believe we made an effort to get the funds released. And  
17 I won't say anymore, because I think this was in  
18 mediation, so I'm not going to --

19 Q Okay.

20 A But there have been requests to proceed  
21 with the project.

22 Q Outside of the mediation context?

23 A Yes.

24 Q Are you aware or can you identify any

1 circumstance in which the court has asked that they be  
2 permitted to use the funds set aside in the special  
3 project budget?

4 MR. JUHASZ: Objection. You can answer  
5 if you know.

6 A I'm trying to think. I can't answer  
7 exactly specifically what happened. I remember that's  
8 been an ongoing effort and a battle. Judge Douglas worked  
9 Council on all of the ordinances and all those, and I can  
10 only relate what he told me, and that is Jay Williams says  
11 you're never going to get a court facility. George  
12 McKelvey said you'll never get a court facility. So I  
13 would take that as saying we're not getting cooperation  
14 and we wouldn't be proceeding. That was after a two-hour  
15 shouting match between Judge Douglas and Jay Williams.

16 Q Under what circumstances, if any, would  
17 the court be willing to apply those special project funds  
18 toward construction costs?

19 MR. JUHASZ: Objection. You can answer.

20 A As soon as the Supreme Court issues the  
21 mandamus or we get an agreement with the City. That's  
22 what they're there for --

23 Q So if the City --

24 A -- for a court facility.

1 Q If the City just endeavored to provide  
2 you with suitable accommodations by satisfying Supreme  
3 Court guidelines and your order, you would not be willing  
4 to apply your special projects fund toward that project?

5 MR. JUHASZ: Objection.

6 Q Is that correct?

7 A At this point we're in litigation. It's  
8 either going to be mandamus or it's going to be a written  
9 agreement. And the terms of expenditure and everything  
10 else will be subject either to mandamus or a settlement  
11 agreement. But that's an open issue. That can be  
12 discussed.

13 MR. FARRIS: Thank you, sir. If I can  
14 just consult with my colleague for one moment. I have  
15 completed my questioning, sir.

16 MR. JUHASZ: We're not going to waive.

17 SIGNATURE NOT WAIVED

18 (The deposition was concluded at 3:40 p.m.)  
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REPORTER'S CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct transcript of all the testimony introduced and proceedings had in the taking of the testimony in the above-entitled matter, as shown by my stenotype notes taken by me at the time said testimony was taken.

Debra M. Moore  
Debra M. Moore  
Registered Merit Reporter

SIGNATURE PAGE

TO BE COMPLETED BY DEPONENT:

I, Judge Robert P. Milich, have read the foregoing pages of my testimony or have had the foregoing pages of my testimony read to me and have noted any changes in form or substance of my testimony together with their respective corrections and the reasons therefor on the following errata sheet(s).

(Signature) [Handwritten Signature]

(Date) 7/19/10

\*\*\*\*\*

TO BE COMPLETED BY NOTARY PUBLIC:

I, Bonnie Maretich, a Notary Public in and for the State of Ohio, hereby acknowledge that the above-named deponent personally appeared before me, swore to the truth of the foregoing statements and affixed his/her signature above as his/her own true act and deed.

(Signature) Bonnie Maretich

(Date) 7/19/10

My Commission Expires: 11/4/12

DM



BONNIE MARETICH  
Notary Public, State of Ohio  
Mahoning County  
My Commission Expires Nov. 4, 2012

1 TO THE WITNESS: DO NOT WRITE IN TRANSCRIPT EXCEPT TO  
2 SIGN. Please note any word changes/corrections on this  
sheet only. Thank you.

3 TO THE REPORTER: I have read the entire transcript of  
4 my deposition taken on the 30th Day of June, 2010, or the  
5 same has been read to me. I request that the following  
6 changes be entered upon the record for reasons indicated.  
I have signed my name to the signature page and authorized  
you to attach the following changes to the original  
transcript:

PAGE	LINE	CORRECTION OR CHANGE & REASON THEREFOR
42	2	ad "of" before city
45	11	"D" instead of "to" understood
50	3	change architect "pay" & "paid"
<del>74</del>	<del>10</del>	<del>AT DO ENCLOSE</del> strike PR
76	10	"municipal court" not Common Pleas Ct.

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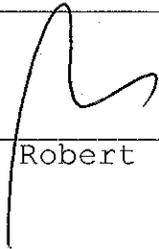
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22 7/19/10  
23 Today's Date

23 Judge Robert P. Milich  
24 

\$  
\$10,280,000 65:1  
\$2 73:3, 73:13,  
73:13  
\$220 62:18  
\$295 63:6  
\$50 62:24, 63:11  
\$6 71:5  
\$60,000 24:3  
\$7,462,986 67:11

0  
04-17 35:13

1  
1.7 81:3  
1.8 81:3  
10 12:3, 74:9,  
74:19  
10,000 65:17,  
65:18  
10,000,000 65:17  
10,280 65:12  
10,280,000 63:5,  
63:16, 65:18  
100 21:13, 88:2,  
89:1  
10:00 79:20, 79:24  
10:30 80:6  
11 3:6, 12:3,  
28:21, 29:23  
12 5:22, 28:21,  
29:17, 29:23,  
35:19, 41:3, 44:6,  
44:12, 44:13,  
54:18, 60:19,  
70:5, 70:19, 74:9,  
74:19, 75:7, 81:15  
13 3:6  
14 3:6  
15 3:6, 63:3,  
63:14  
16 3:6  
17 3:6  
18 3:6, 3:15  
19 3:16, 89:3  
1998 28:8, 81:12

2  
2 67:6  
20 3:6, 24:14  
20,000 62:24,  
63:11  
2003 23:22  
2004 35:19  
2006 20:16, 66:13,  
67:18  
2007 30:1, 30:11  
2008 19:2, 19:18,  
29:11  
2009 7:15  
2009-0866 1:2  
2010 1:15, 4:8,  
87:3, 88:3, 88:9,  
89:3, 89:12  
21 3:18  
214 26:23, 34:24  
215 62:17  
22,000 26:10,  
26:18, 34:21  
220 62:17  
23 19:2, 19:14  
24 3:7  
25 3:7  
25,000 62:20  
26 2:11, 3:21,

4:10, 7:15, 88:6,  
89:6  
27 3:7, 19:17  
27th 19:18  
288 63:6  
288.54 63:19  
29 3:7, 29:11  
295.48 63:17  
2:00 4:8

3  
30 3:7, 4:8, 88:8,  
88:12, 88:14,  
89:12  
300,000 71:10  
30th 1:15, 87:3  
31 3:7  
32 3:7  
3200 26:11, 26:18,  
34:22  
33 3:7  
330 88:16  
34 3:22  
35 3:7  
35,000 62:20  
36 3:7  
37 3:7  
38 3:7  
39 3:7  
3:40 84:18

4  
4 2:6  
40 3:7  
41 3:8  
435,000 63:2,  
63:13  
44503 2:12, 88:2,  
88:6, 89:2, 89:6  
44512 2:7  
45 3:8  
46 3:8, 3:19  
47 3:8  
48 3:8  
49 3:8  
495,000-some 30:13  
495-some 30:1

5  
5 3:3  
5,434,000 69:21  
5.4 70:19, 71:7,  
71:22  
50 3:8, 44:2,  
53:21, 53:23  
50-plus 62:22  
51 3:8  
510,000 63:4,  
63:15  
52 3:8  
53 3:8  
534,000 70:8,  
70:23, 71:2  
54 3:8  
55 3:8  
56 3:8  
57 3:8  
59 3:9

6  
6 66:13, 67:18  
6,663,386 67:22  
60 3:9  
61 3:17  
635,000 63:2,  
63:13  
65 3:9

66 3:20  
7  
7 3:14, 8:1, 88:3  
7,000 67:10  
7,462,986 67:9  
7081 2:6  
72 3:9  
73 3:9  
74 3:9  
746-7479 88:16  
75 22:9, 22:19,  
23:12, 23:16,  
23:22  
76 3:9  
77 3:9  
799,600 67:22  
7th 62:14, 62:16,  
62:23, 63:6,  
63:10, 63:18,  
63:24

8  
80 3:9  
81 3:9  
83 3:9  
84 3:9

9  
9.28 64:9  
960214 26:11,  
26:18, 34:22  
975 88:1, 89:2

A  
abated 67:7  
ability 16:4, 55:2  
able 32:1, 32:4,  
32:7, 62:2  
above-entitled  
85:8  
above-named 86:13  
abreast 28:15  
absent 77:17  
accept 37:2  
acceptable 8:9,  
8:11  
accommodate 68:2  
accommodation  
45:22  
accommodations  
7:19, 9:12, 9:19,  
10:8, 10:20,  
13:10, 14:9, 84:2  
account 61:20  
accurate 7:22,  
65:2  
acknowledge 86:13  
acquisition 81:17  
across 52:21  
act 86:14  
acting 24:8, 37:14  
action 1:18  
actual 10:12,  
10:17, 11:16,  
39:3, 72:24  
ADA 17:2  
add 70:12, 70:18,  
71:17  
added 71:4, 71:24,  
72:1  
adding 70:16  
additional 45:12,  
71:21  
address 9:23,  
50:24  
adds 67:22, 70:19

adequate 7:17,  
14:15, 29:6  
adequately 58:18  
administration  
24:22, 27:3, 30:12  
administrations  
20:20  
administrative  
28:8, 29:12,  
31:23, 32:20,  
32:23, 33:7, 37:13  
advised 16:19,  
56:6  
affirmed 5:4  
affixed 86:14  
age 5:3  
agencies 31:15  
agree 7:21, 14:4,  
17:17, 22:7,  
22:10, 22:14,  
23:21, 26:24,  
32:13, 34:3, 35:3,  
35:16, 35:24,  
36:5, 39:11,  
43:11, 60:20,  
64:22, 65:2,  
65:19, 67:20,  
68:24, 70:15,  
72:7, 72:11,  
73:17, 78:18, 80:1  
agreed 4:6, 4:11,  
41:4, 47:24  
agreement 1:17,  
21:20, 22:16,  
24:1, 24:10,  
39:16, 41:9,  
83:21, 84:9, 84:11  
agreements 21:16  
ahead 6:16, 20:3,  
54:21, 55:1  
air-conditioned  
58:18  
al 1:9, 88:8, 89:9  
alley 62:22  
allocate 64:8  
alone 37:14  
already 46:10,  
52:13  
alter 10:2  
alternate 8:11,  
75:12, 77:21  
amenable 61:1  
among 75:12  
amongst 60:8  
amount 24:2,  
30:18, 36:20,  
47:18, 47:19,  
47:19, 48:18,  
64:12, 68:9,  
68:20, 72:8,  
72:11, 72:13,  
72:14, 78:18,  
79:15, 80:16  
analysis 18:24,  
50:9, 64:15, 70:8  
angry 44:4, 44:5,  
44:5, 44:6, 44:7,  
44:8, 44:9, 44:12,  
44:21, 45:1  
Annex 8:3, 8:5,  
8:9, 18:24, 29:4,  
29:13, 29:14,  
29:16, 60:22,  
66:16, 66:20,  
66:22, 67:2,  
67:13, 68:2, 68:9,  
69:14  
Anthony 2:9,  
88:22, 89:5  
anticipates 14:17  
anymore 82:17

apart 77:1  
Appeals 62:15,  
62:16, 63:6, 64:14  
appear 23:2  
appearance 79:19,  
79:24  
appearances 2:3,  
78:22  
appeared 21:5,  
43:1, 52:20,  
52:21, 73:19,  
86:13  
appears 17:21,  
23:13, 35:10,  
46:8, 46:17,  
65:12, 73:21  
apples 70:11,  
73:19  
applied 81:9  
apply 23:3, 83:17,  
84:4  
appreciate 23:7  
approach 62:12,  
64:8  
appropriate 8:6,  
30:13, 62:18,  
81:22, 82:11  
appropriates 26:17  
appropriating  
34:21, 36:10  
appropriation  
26:10, 26:13,  
27:19, 28:7, 30:23  
approval 33:21  
approve 31:22,  
32:24  
approved 33:12,  
35:6  
approximately 64:7  
architect 10:21,  
10:22, 10:23,  
10:24, 11:21,  
11:22, 16:4,  
16:10, 17:10,  
17:13, 17:18,  
24:9, 25:10,  
25:13, 33:4, 46:9,  
48:4, 49:8, 49:14,  
49:16, 50:3, 50:5,  
52:22, 52:24,  
53:1, 53:10,  
53:18, 53:19,  
53:22, 53:22,  
54:2, 54:3, 56:8,  
58:7, 58:22,  
58:23, 58:24  
architect's 10:12,  
14:16, 18:10,  
49:9, 58:19  
architects 18:15,  
19:2, 20:13,  
20:17, 20:21,  
21:1, 24:8, 62:10  
architectural  
22:1, 26:14,  
27:19, 30:2,  
30:14, 30:24,  
34:9, 35:1, 35:20,  
37:23, 48:15,  
81:23, 82:11  
areas 16:9, 56:17,  
56:21, 57:9,  
58:10, 58:12  
aren't 16:8, 16:8,  
45:5  
arraignment 80:3,  
80:7, 80:11  
arraignments  
78:12, 78:20  
arrange 88:16  
arrangement 20:13,

20:20, 25:16  
 arrived 81:12  
 Article 22:5, 24:1  
 articulate 56:12  
 asbestos 70:8  
 aside 22:13,  
 69:23, 83:2  
 asking 23:13,  
 26:7, 46:4, 55:19,  
 65:8  
 asks 77:12  
 aspect 56:19  
 aspects 14:18,  
 28:8  
 assert 21:3  
 asserting 21:4  
 asserts 20:10  
 assess 49:20,  
 50:22, 61:19  
 assessing 17:8  
 assessment 49:8,  
 69:11  
 assistant 24:13,  
 24:14  
 assume 72:5  
 Assumed 62:19  
 Assuming 64:7  
 assumption 63:19  
 assumptions 62:11,  
 63:1, 63:12  
 atmosphere 58:17  
 attach 87:5  
 attached 14:8,  
 22:24, 65:11,  
 89:12, 89:13  
 attempted 50:13  
 attempting 21:3  
 attention 8:1,  
 19:6, 22:5, 24:1,  
 31:13, 68:6, 68:7,  
 69:18  
 attitude 43:19,  
 53:9  
 attorney 2:6, 2:9,  
 2:10, 51:14  
 Atty 88:22, 88:22,  
 89:10  
 authority 33:8,  
 37:21  
 authorize 36:20  
 authorized 87:5  
 authorizing 36:16,  
 37:6  
 automatically  
 11:11  
 available 26:23,  
 30:6, 34:23, 35:7,  
 63:22, 76:11,  
 88:13  
 average 71:10,  
 74:7, 74:18  
 averages 75:3  
 avoid 64:14, 80:22

**B**

bad 55:10  
 bailiff 57:24  
 balk 65:20  
 base 17:6, 62:17,  
 63:24  
 basement 62:21,  
 62:24, 63:12  
 basically 19:10,  
 21:4, 41:12  
 battle 83:8  
 beat 18:13  
 beginning 22:10,  
 29:5, 54:16, 61:1  
 Behalf 2:5, 2:8  
 belief 18:5, 23:10

believes 68:1  
 best 31:19, 53:19,  
 53:19, 54:1, 54:3  
 better 6:7, 42:20  
 beyond 9:24, 11:4,  
 11:18, 11:24,  
 24:15, 60:6,  
 77:13, 77:16,  
 77:23  
 bid 16:9, 63:20  
 bid-build 62:11  
 bidder 63:4, 63:15  
 bids 63:21, 63:24  
 bigger 44:16,  
 44:17, 44:18  
 bit 31:17, 36:4  
 Block 62:9, 65:6,  
 82:12  
 Board 21:8  
 body 43:15, 43:17,  
 43:19  
 bond 79:5, 79:11,  
 79:13  
 book 79:11, 79:13  
 bottlenecks 16:17  
 bottom 71:22  
 Boulevard 2:6  
 boundary 62:19  
 branch 36:12,  
 37:9, 37:20,  
 37:21, 44:21  
 break 28:9, 63:8  
 breakdown 65:15  
 briefings 28:20  
 bring 17:20  
 brings 17:4  
 brought 78:23,  
 78:24, 79:16,  
 80:10, 80:11  
 budget 32:21,  
 32:22, 32:24,  
 62:8, 63:21, 65:5,  
 65:11, 65:11,  
 65:12, 66:2, 82:6,  
 83:3  
 budgeted 64:2  
 budgets 45:12  
 building 16:7,  
 18:24, 20:12,  
 43:6, 54:9, 54:10,  
 54:12, 63:18,  
 67:21  
 buildings 11:15  
 builds 63:4, 63:16  
 built 36:1  
 bumping 51:9  
 burden 64:12  
 buried 43:13  
 bush 18:13

**C**

calendar 22:9,  
 22:19  
 calling 50:18  
 can't 11:21,  
 12:14, 27:15,  
 30:17, 31:7,  
 31:11, 31:22,  
 32:3, 32:10, 38:2,  
 39:20, 42:3,  
 51:20, 56:8, 57:2,  
 60:24, 66:4,  
 68:21, 74:15, 83:6  
 cannot 66:6  
 capital 81:6  
 care 42:4  
 careful 51:15  
 carry 55:2  
 case 1:2, 33:17,  
 36:10, 36:19,

37:8, 50:15,  
 51:23, 76:6  
 cases 33:8, 37:9,  
 53:8  
 cause 1:18, 11:21,  
 68:15  
 causes 76:5, 76:6,  
 77:14  
 cc 88:22, 89:22  
 ceilings 64:3  
 Center 5:13, 62:13  
 Centre 88:1, 89:2  
 cents 67:5, 67:12  
 certain 6:12,  
 6:17, 9:3, 37:22  
 certainly 13:20,  
 17:19, 36:2, 52:7,  
 72:17  
 certificate 85:3,  
 89:11  
 Certificates 64:10  
 certified 5:6,  
 35:6, 88:10  
 CERTIFY 85:5  
 chairs 73:23  
 Chamber 62:5,  
 64:23  
 change 45:13,  
 80:24, 87:7  
 changes 86:5,  
 87:4, 87:5  
 changes/correcti  
 87:1  
 charge 70:17  
 charter 81:18  
 check 74:24  
 CIC 30:5, 30:8,  
 30:19, 62:9  
 circumstance 83:1  
 circumstances  
 83:16  
 citizens 29:8  
 city 1:9, 2:10,  
 2:11, 4:9, 4:9,  
 5:18, 7:16, 8:3,  
 8:5, 8:9, 9:18,  
 14:5, 15:23,  
 16:11, 18:13,  
 18:24, 20:11,  
 20:17, 20:23,  
 21:2, 21:9, 21:20,  
 23:19, 25:13,  
 27:7, 29:13, 30:6,  
 30:20, 32:8,  
 37:15, 37:20,  
 39:8, 39:19, 40:7,  
 41:14, 42:2,  
 42:11, 43:12,  
 44:14, 45:6, 46:1,  
 46:6, 50:23,  
 52:18, 53:4, 53:5,  
 53:7, 53:13,  
 53:17, 53:22,  
 54:2, 55:11,  
 60:22, 61:18,  
 61:22, 62:1, 64:9,  
 64:12, 65:20,  
 65:22, 66:15,  
 66:20, 66:21,  
 66:21, 67:2,  
 67:13, 68:2, 68:9,  
 69:14, 82:6,  
 83:21, 83:23,  
 84:1, 88:1, 88:5,  
 88:7, 89:2, 89:5,  
 89:5, 89:9  
 City's 24:8,  
 25:10, 40:6, 53:1,  
 53:24, 63:22, 82:4  
 Civil 1:17, 88:14  
 clarification

65:16  
 clarify 10:16,  
 67:8 82:9  
 clarifying 35:15  
 clean 58:17  
 clear 23:14, 55:16  
 clearly 24:8  
 Clerk 19:1  
 clerk's 12:5  
 close 38:15, 38:21  
 code 26:11, 26:18,  
 26:18, 27:16,  
 34:22, 43:7, 43:7  
 codes 16:18,  
 26:21, 43:6, 43:7  
 colleague 84:14  
 colleagues 14:2  
 combination 61:24  
 coming 52:6,  
 68:18, 69:8  
 commencement 23:17  
 commencing 22:16  
 Commerce 62:5  
 Commission 86:18  
 commit 33:10  
 Common 70:3, 76:10  
 commonly 70:6,  
 80:18  
 communication  
 64:22  
 companion 7:19,  
 38:8  
 comparable 42:13,  
 70:10  
 compare 70:14  
 compared 70:12,  
 80:1  
 comparison 55:23,  
 63:18  
 compel 42:10  
 compensated 31:19  
 compensation 24:3  
 competence 11:10  
 competition 49:10,  
 49:22  
 competitively  
 63:20  
 complete 16:7,  
 22:9  
 completed 70:9,  
 84:15, 86:2, 86:11  
 completion 22:18,  
 23:4  
 complexity 70:4  
 compliance 58:11,  
 61:23, 69:15  
 complied 14:5,  
 14:6, 14:11  
 complies 9:7,  
 15:6, 39:4  
 comply 15:2,  
 17:23, 18:14,  
 56:2, 56:17  
 computer-assiste  
 4:15  
 con 48:21  
 concluded 84:18  
 conclusion 58:6,  
 58:23  
 concur 32:21  
 condition 44:13  
 conditions 78:11  
 conduit 64:5  
 confusing 6:4  
 cons 68:23  
 consecutive 22:19  
 conservative 62:19  
 consider 29:13,  
 42:15, 45:5, 48:21  
 consideration  
 47:1, 48:6, 57:14,

89:14  
 considered 13:24,  
 60:21  
 considering 16:10  
 constitute 9:12,  
 10:7, 45:22  
 construction 22:1,  
 34:5, 34:10, 63:3,  
 63:15, 67:21,  
 69:19, 70:16,  
 71:3, 72:1, 81:9,  
 83:18  
 consult 31:8,  
 84:14  
 consultant's 22:17  
 consultation 37:14  
 consulting 21:24,  
 34:8  
 contact 50:13  
 contemplated 51:13  
 context 82:22  
 contingency 63:1,  
 63:13  
 continued 25:14,  
 40:2  
 contract 21:7,  
 24:1, 24:16,  
 25:20, 39:8, 39:9,  
 39:10, 39:11,  
 39:12, 39:18,  
 48:10, 48:14,  
 49:1, 49:22  
 contractor's 70:2,  
 70:6, 71:9  
 contracts 24:14,  
 39:16, 62:1  
 control 21:8,  
 31:20, 32:15,  
 33:5, 36:15, 37:4  
 convenience 64:17  
 conventionally  
 64:9  
 conviction 17:6  
 cooperation 30:19,  
 83:13  
 correct 8:3, 8:18,  
 8:21, 8:24, 9:8,  
 16:1, 16:20,  
 19:14, 22:2, 22:3,  
 24:4, 26:15,  
 27:20, 27:21,  
 37:6, 37:17, 38:6,  
 38:22, 39:23,  
 40:2, 40:14, 41:1,  
 42:16, 47:10,  
 47:11, 51:18,  
 61:4, 65:17, 67:3,  
 67:14, 67:17,  
 68:3, 68:20,  
 69:16, 69:24,  
 71:5, 73:15, 75:8,  
 78:16, 79:2, 79:8,  
 79:12, 80:13,  
 84:6, 85:6  
 correction 87:7,  
 89:11  
 corrections 86:6  
 corresponds 35:8  
 corridor 57:11  
 cost 18:9, 62:17,  
 63:1, 63:12, 64:2,  
 64:4, 65:1, 66:22,  
 67:2, 67:4, 67:6,  
 67:16, 69:19,  
 70:16, 72:2, 81:14  
 cost-effective  
 13:20, 53:20  
 costs 53:14,  
 61:19, 63:2,  
 63:13, 67:22,  
 69:24, 71:4, 71:4,

71:21, 72:1, 81:9,  
83:18  
couldn't 13:5,  
77:6, 77:22  
Council 1:9,  
30:12, 31:3, 37:6,  
37:15, 37:20,  
43:2, 43:12,  
44:20, 83:9, 88:7,  
89:9  
Councilman 29:22  
Councils 44:11  
counsel 1:17, 4:7,  
4:12, 88:15  
count 68:21  
County 62:14, 76:9  
couple 74:7, 74:8,  
74:9, 74:13,  
74:13, 74:18  
course 11:9,  
40:22, 45:23  
court 1:1, 1:18,  
5:19, 7:16, 8:9,  
8:18, 9:7, 9:7,  
9:11, 9:13, 9:18,  
9:22, 10:3, 10:4,  
10:7, 10:14,  
10:18, 11:5, 11:7,  
11:13, 11:13,  
11:18, 11:19,  
11:24, 12:4,  
12:11, 12:12,  
12:13, 13:8,  
13:16, 13:22,  
14:4, 14:7, 14:12,  
15:1, 15:11,  
15:12, 15:17,  
16:1, 16:16, 17:1,  
17:8, 17:9, 17:23,  
17:24, 19:1,  
20:12, 22:2,  
23:11, 25:17,  
25:17, 26:14,  
27:20, 28:12,  
28:16, 29:11,  
31:20, 32:2, 32:9,  
32:15, 33:4, 33:5,  
33:20, 34:5,  
34:10, 35:2,  
35:15, 35:21,  
36:1, 37:10,  
37:11, 39:5, 40:1,  
41:15, 43:3, 43:6,  
43:16, 45:11,  
47:13, 47:22,  
48:15, 49:9,  
49:14, 49:20,  
49:21, 50:9,  
50:23, 56:2, 56:2,  
56:14, 56:14,  
56:18, 56:23,  
58:18, 59:4,  
59:14, 59:14,  
59:22, 62:8,  
62:14, 62:16,  
62:23, 63:6,  
63:18, 63:24,  
64:7, 64:13,  
64:19, 65:1, 65:6,  
66:15, 68:3,  
69:15, 73:7,  
75:16, 75:17,  
75:20, 76:10,  
77:3, 81:1, 81:8,  
81:14, 81:14,  
81:19, 82:2, 82:2,  
83:1, 83:11,  
83:12, 83:17,  
83:20, 83:24,  
84:3, 88:1, 88:5,  
89:1

court's 26:19,  
26:24, 27:11,  
28:24, 34:23,  
36:15, 37:4, 37:4,  
47:9, 51:10, 52:4,  
62:10, 81:6  
courtesy 55:18  
courtroom 16:5,  
78:19, 79:17, 80:4  
courts 19:2,  
20:19, 20:21,  
45:11, 50:7,  
76:19, 77:9  
cover 14:17, 69:23  
crimes 79:14  
criticism 55:20  
CROSS 3:3, 5:8  
current 25:4,  
43:3, 44:16  
currently 5:18,  
31:21, 35:9,  
78:12, 81:2

### D

data 64:15  
date 7:15, 19:7,  
30:17, 86:9,  
86:17, 87:23,  
88:14, 88:17  
dated 66:12  
dealing 15:15,  
44:1  
Dear 88:11, 89:10  
Debra 1:13, 4:13,  
85:12, 88:20,  
89:19  
debt 63:21, 64:10,  
64:12  
decided 52:13,  
54:2, 82:3  
decision 54:1,  
58:22  
deed 86:14  
Defendant's 3:13,  
34:16  
defer 11:5  
deference 17:22  
deficiencies 16:17  
define 15:22  
definition 10:19  
demand 15:24  
department 4:9,  
6:1, 44:14, 44:17,  
44:18, 44:19  
depending 10:1,  
10:11  
depends 36:18  
deplorable 78:10  
deponent 86:2,  
86:13  
deposes 5:6  
deposition 1:7,  
1:13, 4:7, 4:12,  
4:17, 6:2, 6:10,  
84:18, 87:3, 88:8,  
88:12, 88:12,  
88:14, 88:17,  
89:12  
depth 58:2  
described 14:2,  
17:21  
design 11:13,  
17:1, 48:15, 61:2  
designed 18:1  
designs 30:14  
detail 40:23,  
55:6, 64:17, 73:21  
detailed 24:6,  
40:22, 81:17  
details 65:15

determine 10:23,  
39:3, 53:20  
determined 62:17  
developed 55:8,  
55:19  
developer's 63:3,  
63:14  
development 30:7,  
65:11  
devil 18:19  
differ 12:12,  
41:24  
difference 50:5,  
72:7, 72:12,  
72:14, 72:24  
differentiate 45:4  
diligent 39:2  
diminished 78:19  
direct 6:15, 7:24,  
19:5, 22:4, 23:24,  
26:2, 31:13, 68:5,  
69:18, 80:17  
directives 39:4  
directly 30:11,  
48:24  
director 21:16,  
24:13, 25:4, 26:9,  
35:7, 36:6, 44:15,  
61:17, 61:21  
disabilities 48:8  
disagree 27:10,  
65:9  
disbursed 37:13  
discretion 63:23  
discuss 43:14,  
60:16, 64:16,  
68:23  
discussed 28:19,  
29:16, 47:3, 59:8,  
68:14, 69:2, 84:12  
discussing 56:16,  
58:24, 60:12  
discussion 60:8  
discussions 60:13  
distinction 13:7  
District 62:14,  
62:16, 62:23,  
63:6, 63:11,  
63:18, 63:24  
divide 28:11  
divisions 28:9  
DM 86:19  
documents 6:11,  
13:4  
dollars 30:2,  
30:13, 67:5  
domestic 79:14  
Douglas 1:6, 28:8,  
29:3, 30:1, 30:12,  
38:10, 38:13,  
66:13, 69:3, 74:9,  
74:14, 81:12,  
83:8, 83:15, 89:8  
drawings 16:8,  
40:18, 40:22,  
50:10, 81:17,  
81:23, 82:11  
driven 18:9, 18:10  
Dulberger 62:7,  
64:17, 66:2  
duplicate 50:4

### E

e-mail 19:9, 66:1  
earlier 61:3  
easily 68:3  
East 88:2, 89:1  
effect 7:16, 8:24,  
21:9, 40:8, 45:6  
effort 14:18,

41:15, 44:8,  
53:10, 82:16, 83:8  
eight 68:9, 68:12,  
68:14, 70:4,  
70:19, 71:6, 72:8,  
72:12  
eighty-six 67:5  
either 63:21,  
64:9, 84:8, 84:10  
elevator 47:17  
elevators 47:18,  
47:19, 47:20,  
47:21  
eliminated 29:3,  
47:16  
Elizabeth 1:5,  
89:8  
employees 56:23  
employment 25:6  
enclosed 89:11  
enclosures 89:20,  
89:22  
encourage 6:13  
endeavored 18:14,  
84:1  
ended 29:4  
ends 45:20  
endure 78:10  
engaged 61:22,  
80:18  
enhance 63:22  
enlightened 34:1  
entered 25:16,  
87:4  
entire 87:3  
entirely 8:5  
entitled 20:7,  
22:5  
Entry 8:23  
envelope 61:24  
environment 45:2  
equal 48:18  
equates 63:5,  
63:17  
errata 86:6  
Esq 89:5, 89:22  
estimate 62:19,  
63:11, 67:21,  
69:13, 69:20,  
70:16, 72:2  
estimated 62:23,  
68:7, 68:8  
estimates 62:9  
et 1:9, 88:7, 89:9  
evaluate 11:10,  
70:15  
evaluation 49:13,  
53:18, 55:24, 56:5  
everybody 12:4,  
28:10, 30:8, 49:5  
everything 28:11,  
48:8, 84:9  
everywhere 72:23  
evolved 12:17,  
13:3  
ex 1:5, 88:7, 89:8  
exactly 10:23,  
18:1, 27:16, 75:1,  
83:7  
EXAMINATION 3:3,  
5:8  
exceed 12:12,  
22:18, 23:4, 24:3  
exceeds 76:13  
except 67:18,  
79:13, 87:1  
excess 11:4  
Exhibit 3:14,  
3:15, 3:16, 3:17,  
3:18, 3:19, 3:20,  
3:21, 3:22, 7:4,

14:2, 18:20,  
18:21, 19:6,  
19:12, 21:11,  
22:11, 22:13,  
23:2, 23:3, 24:6,  
26:5, 26:9, 34:4,  
34:16, 34:18,  
35:8, 35:9, 46:12,  
46:12, 46:15,  
46:16, 46:16,  
47:13, 61:9, 62:3,  
66:8, 69:9, 69:10  
EXHIBITS 3:11,  
3:13  
expand 6:13  
expend 37:22  
expended 37:11  
expending 81:19  
expenditure 33:1,  
33:3, 33:15, 36:8,  
65:20, 84:9  
expenditures  
31:23, 32:20,  
32:24  
expense 64:6  
experience 62:23,  
63:10, 64:13  
expertise 65:22  
expired 39:12,  
39:15  
Expires 86:18  
explain 6:16,  
15:20, 48:23  
explaining 6:14  
explanation 62:10  
expound 6:14,  
15:20  
expressed 29:12  
expresses 15:2  
extended 39:16,  
39:18  
extension 25:19  
extent 28:15,  
49:10  
eye 43:18

### F

face 24:21, 24:22,  
39:12, 39:15,  
71:21  
facilities 7:17,  
10:18, 11:14,  
16:6, 22:2, 34:5,  
34:8, 34:10, 43:3,  
45:12, 58:18,  
59:22, 66:15,  
68:3, 75:19, 77:3,  
77:9  
facility 9:7, 9:8,  
9:11, 10:3, 10:6,  
11:13, 11:16,  
12:5, 13:21,  
14:13, 14:19,  
17:1, 26:15,  
27:20, 28:16,  
29:6, 32:9, 35:2,  
35:15, 35:21,  
36:1, 42:12, 43:5,  
43:16, 48:16,  
50:9, 56:14,  
59:14, 63:22,  
64:8, 78:15,  
81:10, 81:15,  
82:2, 82:2, 82:3,  
83:11, 83:12,  
83:24  
facts 73:18  
fair 7:11, 7:21,  
9:4, 12:20, 23:19,  
24:2, 24:7, 24:24,

28:22, 39:6,  
42:19, 42:24,  
43:22, 46:24,  
48:1, 49:8, 49:13,  
49:23, 52:11,  
65:2, 67:23,  
75:11, 75:22,  
80:9, 80:16  
fairly 38:21  
fairness 14:24  
faith 44:8  
familiar 7:4,  
17:15, 21:16,  
61:6, 61:18, 74:3  
Farris 2:9, 3:3,  
5:9, 20:16, 21:1,  
34:14, 46:5, 63:8,  
77:20, 84:13,  
88:22, 89:5, 89:10  
fashion 8:8  
favor 46:1, 46:1  
favored 65:1  
federal 13:22,  
48:7, 88:2, 89:1  
fee 63:3, 63:14  
feel 15:20, 26:7,  
40:16  
feelings 43:23  
fees 70:2  
fees/soft 63:2,  
63:13  
fellow 33:21  
felonies 80:20  
felony 79:3, 79:7  
fewer 80:3, 80:6  
figure 68:18,  
71:22, 81:3  
figures 68:11,  
69:8, 70:1  
filed 7:15, 88:15  
files 76:17  
final 14:12, 16:8,  
41:8  
finance 35:6,  
62:12  
financial 64:11  
financing 64:9  
fine 5:11, 20:1,  
69:6, 72:5  
finish 64:1, 65:10  
finished 4:16  
fire 40:10, 43:7  
five 44:15, 63:1,  
63:2, 63:12,  
63:14, 70:7,  
70:20, 71:9, 81:13  
flippant 59:18  
floors 64:3  
flow 11:14, 16:17,  
57:13, 57:13,  
57:15, 73:8  
follow 36:4, 57:2  
follows 5:7  
foot 62:18, 62:24,  
62:24, 63:6, 63:7,  
63:11, 63:12,  
63:17, 63:19  
Footnote 67:6  
foregoing 85:5,  
86:4, 86:4, 86:14  
foreign 23:8  
forgot 12:22  
forgotten 12:21  
formality 5:15  
formally 55:17  
former 25:4, 26:8,  
61:17, 61:21  
forth 9:3, 11:4,  
11:18, 12:12,  
14:2, 15:11,  
15:15, 15:24,

58:22, 60:4, 67:21  
forwarded 66:17  
framework 14:12  
frank 14:5  
Franklin 76:9  
free 15:20  
front 6:7, 6:7,  
12:15, 12:24,  
46:18, 65:14  
full 5:15  
fund 26:19, 26:23,  
26:23, 27:1, 27:5,  
27:11, 27:12,  
30:14, 31:20,  
34:24, 36:9, 37:5,  
81:1, 81:6, 84:4  
funds 13:24,  
26:13, 26:22,  
27:6, 27:8, 27:16,  
28:7, 32:2, 32:8,  
32:13, 32:15,  
32:21, 33:4, 33:5,  
33:10, 33:21,  
34:24, 36:14,  
36:15, 36:18,  
36:21, 37:4,  
37:10, 37:12,  
37:19, 37:22,  
81:9, 81:19,  
81:20, 81:22,  
82:7, 82:11,  
82:16, 83:2, 83:17  
furniture 64:6

**G**

general 16:7,  
57:18  
generalities 16:5  
generally 74:6  
George 83:11  
gets 40:22  
given 28:24,  
63:19, 64:13  
giving 43:20,  
51:10, 67:1  
glanced 19:23  
goes 44:10  
gold-plated 13:21  
gone 53:7  
gotten 12:17  
government 5:18,  
31:15, 36:12,  
37:9, 37:21, 44:21  
grade 62:21  
granite 64:3  
greatly 78:19,  
78:22, 79:15,  
80:17  
Gregg 17:15, 18:15  
gross 62:20  
group 51:24  
guess 65:23  
Gugliucello 2:10  
guidelines 9:18,  
41:15, 73:3, 73:6,  
84:3

**H**

half 43:8, 71:8  
hall 2:11, 4:9,  
8:3, 8:5, 8:9,  
18:24, 29:13,  
44:15, 55:11,  
56:21, 56:22,  
57:4, 57:5, 57:7,  
60:22, 66:16,  
66:20, 66:21,  
66:21, 67:2,  
67:13, 68:2, 68:9,

69:14, 88:5, 89:5  
handle 24:22, 27:2  
handled 11:15,  
30:21  
handles 32:20  
handling 56:20  
happen 50:19  
happened 13:3,  
13:5, 13:6, 83:7  
hasn't 25:12,  
77:13  
haven't 26:20,  
60:16  
having 44:13,  
58:21, 69:4, 77:10  
havoc 77:14  
hazardous 67:6  
he's 11:12, 17:13,  
17:17, 21:4, 38:9,  
40:6, 40:21,  
47:24, 49:3, 49:5,  
71:12, 71:19,  
71:24  
Health 44:17  
hear 41:18  
heard 53:21,  
53:21, 53:23  
hearing 69:7,  
79:6, 80:23  
hearings 79:1,  
80:12, 80:17  
heated 58:18  
held 5:20  
hereby 85:5, 86:13  
hereinafter 5:6  
hereto 4:7  
higher 62:9  
himself 25:10,  
25:12  
hire 53:13, 53:18  
hired 46:9, 46:10,  
52:22, 53:5, 53:22  
hiring 53:22  
his/her 86:14,  
86:14  
his/her 4:17  
hold 5:17  
Honor 14:1, 14:21,  
14:24, 15:1,  
34:17, 53:24,  
65:8, 67:9  
hoping 31:16  
however 13:7,  
25:1, 25:9, 27:18,  
29:18, 64:13  
huh 6:23  
hundred 67:5, 67:5  
hung 29:8, 43:9  
hungry 48:21

**I**

idea 28:4, 38:12  
identified 69:10  
identify 11:17,  
12:10, 26:9,  
56:19, 58:14,  
59:4, 59:13, 82:24  
III 22:5  
implement 16:4  
impression 71:19,  
71:23  
improvement 81:6  
in-court 79:24  
inclined 43:21  
include 10:4,  
37:5, 71:20  
included 9:3,  
14:3, 37:23, 64:4,  
67:7, 70:1  
including 63:2,

63:14  
increase 81:14  
independent 48:2,  
56:11, 60:15  
INDEX 3:1  
indicate 47:12  
indicated 9:10,  
14:3, 38:4, 47:4,  
47:8, 60:7, 68:19,  
73:7, 87:4  
indicates 19:7,  
21:23, 22:8,  
22:15, 68:1,  
69:19, 69:21  
indicating 64:23  
indication 24:19  
indictments 80:18  
individual 77:11  
individually 51:7,  
51:24, 52:1  
individuals 45:1,  
78:21  
information 12:21,  
15:22, 16:24  
informs 54:2  
initial 14:18,  
39:10, 40:21,  
78:21, 79:19,  
79:24  
initially 53:17  
input 7:9, 12:7,  
12:16, 12:18,  
13:1, 16:10,  
16:11, 39:7, 47:3,  
48:3, 50:14,  
52:19, 55:9,  
58:24, 73:20  
inquire 25:5  
inquired 11:23  
instance 6:10  
instead 80:14  
intending 71:17  
intent 27:8  
interest 29:5,  
48:13, 49:1, 63:4,  
63:15, 82:5  
interested 51:17,  
52:14  
interests 40:17  
interpretation  
71:16  
intertwined 45:5  
interview 16:23  
introduced 3:11,  
3:13, 85:7  
involved 7:9,  
14:22, 28:6,  
28:14, 30:9,  
33:14, 40:7, 44:3,  
50:3, 52:12, 66:7  
Iris 2:10  
irresponsible 73:3  
isn't 6:10, 38:22,  
48:9, 48:13,  
50:12, 76:18  
issuance 7:7  
issue 14:19, 18:9,  
42:7, 43:24, 44:1,  
45:16, 50:24,  
82:7, 84:11  
issued 7:15, 15:2,  
15:8, 15:9  
issues 15:1, 20:4,  
44:1, 47:15,  
47:17, 83:20  
item 7:4, 34:12,  
66:11  
itself 9:2  
IV 24:1

**J**

jail 79:2, 79:3,  
79:4  
Jaminet 11:2,  
11:3, 11:23,  
15:21, 16:3,  
16:12, 17:7,  
17:22, 18:1, 20:6,  
20:12, 20:21,  
21:5, 21:7, 21:20,  
22:8, 23:18, 24:8,  
25:1, 25:18,  
28:20, 31:14,  
36:5, 36:15, 38:5,  
39:18, 47:6, 47:7,  
47:23, 48:19,  
48:19, 49:17,  
49:18, 52:17,  
52:24, 53:6, 53:6,  
53:7, 54:4, 56:5,  
56:10, 59:3, 60:7,  
66:12, 66:24,  
67:14, 68:7, 73:21  
Jaminet's 41:17,  
41:23, 42:7,  
45:21, 48:3,  
48:13, 50:6,  
50:11, 52:13,  
53:14, 54:21,  
55:6, 68:8, 70:13  
January 7:15,  
35:19  
Jason 64:18,  
64:18, 66:2  
Jay 83:10, 83:15  
job 18:11, 29:7,  
39:2, 46:10, 58:19  
John 2:6, 88:22,  
89:22  
Jr 1:6, 89:8  
Judge 1:9, 5:2,  
5:10, 5:19, 13:8,  
16:6, 25:5, 28:8,  
29:2, 29:12, 30:1,  
30:12, 31:23,  
32:20, 32:23,  
33:8, 37:14,  
38:10, 38:13,  
44:4, 44:16,  
50:13, 57:1,  
57:20, 66:13,  
69:2, 74:8, 74:14,  
74:18, 75:5,  
79:10, 81:12,  
83:8, 83:15, 86:4,  
87:23, 88:4, 88:8,  
88:11, 89:12  
Judges 7:16, 7:19,  
20:13, 21:6, 21:6,  
27:23, 28:19,  
29:19, 29:21,  
32:16, 33:6,  
37:15, 38:8, 39:5,  
41:9, 41:13, 42:4,  
44:13, 50:17,  
51:24, 53:3,  
56:22, 57:9, 59:9,  
60:9, 60:21,  
60:24, 68:22,  
75:12  
judgment 8:23,  
12:19, 14:15  
judicial 37:21,  
58:16  
Juhasz 2:6, 3:6,  
5:11, 11:20,  
13:12, 14:10,  
15:5, 16:2, 16:14,  
17:11, 18:4,

18:17, 20:14,  
20:22, 24:11,  
25:8, 25:11,  
27:13, 27:24,  
29:15, 30:16,  
31:1, 31:18,  
32:17, 33:18,  
33:23, 35:18,  
36:17, 37:7,  
37:16, 37:18,  
38:1, 38:17,  
38:19, 39:14,  
40:11, 41:19,  
45:8, 46:3, 47:14,  
48:11, 48:17,  
49:2, 49:11,  
49:24, 50:16,  
51:19, 52:15,  
53:15, 54:6,  
54:23, 55:4,  
55:15, 56:4,  
56:15, 57:21,  
59:7, 59:16,  
60:23, 65:4,  
65:21, 72:3,  
72:10, 72:18,  
72:21, 73:5,  
73:14, 74:23,  
76:4, 76:15,  
76:23, 77:7,  
77:18, 77:24,  
80:5, 80:19,  
81:11, 83:4,  
83:19, 84:5,  
84:16, 88:22,  
89:22  
July 88:3, 89:3  
June 1:15, 4:8,  
66:12, 67:18,  
87:3, 88:8, 88:12,  
89:12  
juries 76:2  
jury 10:5, 57:23,  
74:2, 74:5, 74:8,  
75:8, 75:12,  
75:17, 75:20,  
76:7, 76:8, 76:10,  
76:11, 76:12,  
76:18, 76:18,  
76:20, 76:24,  
77:8, 77:10,  
77:12, 77:12,  
77:15, 77:17,  
78:3, 78:4, 78:6,  
78:7, 78:8, 78:10

**K**

kept 28:15  
king 13:15  
kitchen 57:23  
knowledge 17:7,  
31:20, 32:6, 74:19  
kobly 1:5, 74:8,  
74:19, 89:8

**L**

lack 13:23  
language 43:15,  
43:17, 43:19  
later 6:8, 6:16,  
24:16, 24:20,  
44:12  
law 2:6, 2:9,  
2:10, 4:9, 5:24,  
6:1, 14:15, 21:15,  
24:13, 25:4, 26:8,  
36:6, 44:15,  
44:17, 44:19,  
61:17, 61:21,

61:23, 61:23  
lawful 5:3  
laws 48:7, 48:7  
lawsuit 7:8  
layout 11:14,  
57:16, 57:16  
learn 33:16, 33:19  
least 24:9, 49:21,  
52:20, 71:14  
legal 42:9, 42:11,  
45:4, 45:9  
legally 45:6  
legislation 34:20,  
34:21, 81:18  
length 23:17  
less 73:13, 74:12  
let's 10:3, 21:10,  
21:11, 33:3,  
46:15, 57:1, 66:8,  
69:9, 72:5  
letter 28:2,  
35:11, 35:19,  
50:21, 51:21,  
62:4, 66:12, 69:1,  
69:5, 88:10, 88:15  
level 17:22,  
62:21, 64:1  
levels 62:20  
libraries 59:22  
library 14:15  
licensed 17:13,  
17:18  
Likewise 64:4  
limit 10:3  
limited 64:2  
lists 71:16  
litigation 41:21,  
41:22, 41:22,  
42:7, 42:23,  
43:13, 43:20,  
45:19, 51:1, 51:3,  
51:13, 51:15,  
54:7, 84:7  
living 49:5, 55:10  
lobby 56:22, 57:13  
local 9:23  
location 57:17  
locked 8:14, 8:17,  
29:2  
longest 76:22  
looking 13:20,  
29:4, 58:20, 62:3  
loud 6:20  
lunch 5:11, 5:13

**M**

M-I-L-I-C-H 5:16  
ma'am 34:15  
Magistrates 16:5  
Mahoning 62:14  
MAIL 88:10  
main 28:12  
maintain 58:16  
makes 69:13  
making 79:10,  
80:14, 82:10  
management 10:5,  
74:3  
mandamus 83:21,  
84:8, 84:10  
manner 6:4, 13:8  
marble 64:3  
mark 34:14  
marked 7:3, 34:13,  
34:16, 34:18  
Market 46:18  
married 40:24  
Masters 30:3,  
30:14, 61:4, 62:8,  
64:24, 65:6,

66:18, 66:20,  
81:24, 82:12  
match 83:15  
material 12:23  
materials 67:7  
matter 41:13,  
41:14, 85:8,  
88:12, 89:14  
maximum 9:16  
maybe 61:15, 74:9  
mayor 35:6, 43:13,  
43:16, 44:10,  
81:16, 81:18  
Mayor's 44:19  
mayors 44:10  
Mckelvey 35:6,  
83:12  
means 23:8  
mediation 40:5,  
44:7, 45:19,  
54:17, 60:11,  
60:12, 60:13,  
60:15, 82:18,  
82:22  
meet 10:6, 10:18,  
17:3, 41:16,  
42:17, 47:4, 47:5,  
47:9, 50:22,  
51:22, 56:6, 58:7,  
59:1, 59:5, 59:9,  
59:15, 59:17,  
59:19, 59:20,  
59:21, 59:21,  
59:23, 60:1, 60:3  
meeting 13:16,  
42:14, 47:2, 52:3,  
52:9, 60:6, 69:5  
meetings 12:2,  
28:19, 28:20,  
28:20, 38:11,  
40:5, 40:6, 53:7,  
58:21, 60:15,  
60:15, 69:8  
meets 8:8, 9:11,  
9:13, 41:15, 43:5,  
43:6, 43:6, 43:9  
memorized 26:20  
mention 6:3  
mentioned 36:6  
Merit 85:13  
met 8:12, 8:18,  
9:18, 11:7, 13:1,  
14:6, 30:8, 30:8,  
38:5, 38:9, 38:10,  
38:12, 38:18,  
47:13, 51:6, 51:7,  
51:16, 61:1, 61:2  
Milich 1:6, 1:9,  
5:2, 5:16, 86:4,  
87:23, 88:4, 88:8,  
88:11, 89:8, 89:12  
million 64:7,  
64:9, 65:13, 68:9,  
68:12, 68:14,  
70:19, 71:5, 71:7,  
71:8, 71:12,  
71:13, 71:14,  
71:22, 72:8, 72:8,  
72:12, 72:16,  
73:3, 73:13,  
73:13, 81:4  
mind 5:14  
minimally 14:3  
minimum 9:5, 9:21,  
10:15, 14:7, 60:3  
minimums 9:15  
minute 22:14, 78:6  
misdemeanor 79:8  
misdemeanors 79:11  
misleading 6:5  
misspelled 23:5

model 13:14,  
62:16, 64:1  
moderate 64:1  
modifications  
22:23  
moment 9:10,  
15:15, 20:1,  
21:11, 21:12,  
28:24, 69:10,  
70:15, 84:14  
money 13:23,  
30:24, 33:20,  
36:10, 48:21,  
50:4, 53:12,  
68:20, 72:9,  
72:13, 72:16,  
72:23, 81:1  
monies 32:14,  
34:23, 37:3  
month 76:18, 76:21  
months 63:3,  
63:14, 81:13  
Moore 1:13, 4:13,  
85:12, 88:20,  
89:19  
morning 79:20,  
80:7  
MOTIONS 3:5  
move 73:24  
moving 64:6  
Mumble 6:21  
Municipal 5:19,  
7:16, 16:16, 19:1,  
20:12, 20:18,  
22:2, 25:17,  
34:10, 39:5, 43:3,  
62:8, 65:6, 68:3,  
81:1, 88:5  
mutual 39:16,  
64:13  
myself 75:8  
mysterious 31:15

**N**

Nagy-Baker 88:1,  
89:1  
narrative 65:14  
nature 21:17,  
25:5, 25:23, 35:17  
necessarily 9:15  
needed 17:1,  
34:24, 47:20  
needs 8:8, 10:1,  
10:12, 11:18,  
12:3, 12:6, 12:11,  
12:11, 13:18,  
13:19, 14:7,  
15:11, 16:13,  
16:13, 16:15,  
16:22, 16:22,  
17:9, 17:23, 39:3,  
41:16, 42:3, 42:5,  
42:15, 42:17,  
47:5, 47:10,  
47:12, 47:22,  
50:8, 50:22,  
51:10, 52:5, 55:7,  
55:9, 57:14, 59:8,  
61:1, 61:2, 73:7  
nine 67:5  
nod 6:20  
none 3:11, 50:14  
nonviolent 79:11  
normal 6:10  
normally 33:14  
Notary 1:14, 4:13,  
86:11, 86:12  
note 8:1, 62:11,  
87:1  
noted 86:5

notes 85:9  
nothing 5:5  
notice 1:15, 22:17  
November 29:24,  
30:11  
numbers 27:16,  
67:11, 69:7  
numerous 28:18,  
76:6

**O**

obj 34:22  
Object 26:18  
objection 11:20,  
13:12, 14:10,  
15:5, 16:2, 16:14,  
17:11, 18:4,  
18:17, 20:14,  
24:11, 25:8,  
25:11, 27:13,  
27:24, 29:15,  
30:16, 31:1,  
31:18, 32:17,  
33:18, 33:23,  
35:18, 36:17,  
37:7, 37:16, 38:1,  
38:17, 39:14,  
40:11, 41:19,  
42:13, 45:8, 46:3,  
47:14, 48:11,  
48:17, 49:2,  
49:11, 49:24,  
50:16, 51:19,  
52:15, 53:15,  
54:6, 54:23, 55:4,  
55:15, 56:4,  
56:15, 57:21,  
59:7, 59:16,  
60:23, 65:4,  
65:21, 72:3,  
72:10, 72:18,  
72:21, 73:5,  
73:14, 74:23,  
76:4, 76:15,  
76:23, 77:7,  
77:18, 77:24,  
80:5, 80:19,  
81:11, 83:4,  
83:19, 84:5  
OBJECTIONS 3:5  
objective 46:9  
objectives 49:4,  
50:2  
obviously 15:16,  
17:3, 21:15, 60:14  
occurred 33:17  
October 19:2,  
19:14, 19:17,  
29:11  
offer 42:12  
offhand 81:7  
office 12:5, 16:5,  
44:15, 44:16,  
44:16, 44:17,  
44:19  
officer 23:10  
offices 4:9,  
57:16, 57:17,  
57:17, 88:13,  
88:16  
Ohio 1:1, 1:5,  
1:14, 1:19, 4:10,  
4:14, 9:7, 9:13,  
17:14, 17:18,  
56:2, 56:13, 88:7,  
89:2, 89:6, 89:8  
Olsavsky 20:12,  
20:21, 21:5, 21:7,  
21:20, 22:8,  
23:18, 24:7,

41:17, 66:12  
 ongoing 83:8  
 open 43:4, 57:12, 84:11  
 operate 13:9, 13:17, 75:23  
 operated 62:12  
 operating 13:17  
 operation 78:13  
 opinion 11:9, 59:19, 59:20, 59:23  
 opportunity 30:7, 43:20  
 opposed 6:10, 40:14  
 opted 64:14  
 options 18:8, 61:20  
 oranges 70:11, 73:19  
 Ord 26:11, 26:18  
 order 7:14, 7:18, 7:22, 8:1, 8:2, 9:2, 14:2, 14:6, 14:14, 14:17, 15:1, 15:2, 15:3, 15:7, 15:8, 15:10, 15:14, 15:24, 16:24, 18:14, 37:11, 45:11, 45:12, 45:12, 60:4, 62:10, 79:10, 81:19, 84:3  
 orders 7:16  
 ordinance 26:10, 26:12, 27:11, 27:18, 34:7, 35:4, 35:5, 35:10, 35:11, 36:9, 36:11, 36:13, 36:16, 37:6  
 ordinances 28:7, 28:13, 83:9  
 Ordinarily 36:7  
 org 34:21  
 original 87:5  
 originated 28:3  
 others 52:1  
 otherwise 42:1, 65:24, 88:15  
 outside 23:17, 60:11, 82:22  
 overhead 70:2, 70:6, 71:9, 71:10  
 oversight 20:18  
 owned 62:9, 65:6

**P**

p.m 4:8, 84:18  
 PAGE(S) 3:6  
 pages 21:13, 86:4, 86:4, 89:12, 89:13  
 paid 32:2, 32:8, 32:14, 32:14, 37:3  
 papers 26:4  
 parameters 70:12, 72:15  
 paraphrase 21:3  
 parking 62:21  
 participate 7:6  
 participation 21:4, 64:10  
 particular 6:9, 8:14, 8:17, 12:3, 17:7, 17:8, 26:11, 29:2, 29:5, 29:8, 30:17, 31:4, 33:3, 33:5, 36:19, 41:13, 43:1,

43:10, 44:9, 74:6  
 particularized 12:11  
 particularly 25:1, 36:24, 72:19, 74:21  
 parties 4:7, 7:8  
 party 15:1, 15:6  
 passed 23:22  
 past 12:2  
 pay 26:13, 33:2, 33:4, 34:24, 36:20, 36:21, 50:3  
 payment 25:19, 32:11, 36:22  
 pending 1:18  
 per 62:18, 62:24, 63:6, 63:7, 63:17  
 percent 63:1, 63:3, 63:12, 63:14, 69:23, 70:5, 70:5, 70:7, 70:7, 70:17, 70:19, 70:20, 70:20, 71:1, 71:2, 71:7, 71:11, 71:24, 72:1  
 percentages 70:3, 71:17  
 perfect 13:8, 13:13  
 perform 23:18  
 Performance 22:6, 22:15  
 Perhaps 10:9  
 period 22:16, 28:23, 63:3, 63:15  
 permits 70:2  
 permitted 83:2  
 personal 43:24  
 personalities 44:3  
 personally 52:21, 86:13  
 Pharmor 5:13  
 Phelps 2:11, 4:10, 88:6, 89:6  
 phrase 23:3  
 pile 61:12, 61:15  
 PLAINTIFF'S 3:11  
 plan 10:17, 11:6, 13:2, 16:7, 18:14, 18:18, 40:16, 40:24, 41:5, 41:7, 41:8, 41:8, 41:17, 41:23, 42:8, 43:10, 45:10, 45:14, 45:22, 46:7, 46:20, 47:8, 47:13, 47:24, 47:24, 48:5, 50:5, 51:11, 52:6, 52:13, 53:14, 55:7, 55:10, 55:13, 56:1, 58:16, 59:5, 59:9, 59:14, 60:7, 60:9, 64:24, 68:8, 78:4  
 planning 20:11, 20:18, 26:14, 27:20, 35:1, 35:20, 35:23  
 plans 12:15, 39:6, 40:17, 40:21, 41:4, 41:11, 46:2, 46:13, 46:13, 54:21, 54:22, 55:6, 55:19, 56:12, 58:20, 72:14  
 Plaza 88:2, 89:1  
 Pleas 76:10

please 6:6, 6:14, 29:10, 34:21, 64:16, 87:1, 88:16, 89:11  
 plus 71:15  
 point 7:2, 8:16, 12:17, 18:12, 21:10, 24:9, 25:5, 26:2, 26:3, 35:14, 41:2, 41:16, 51:18, 53:20, 84:7  
 political 44:1, 44:1, 44:24, 45:1  
 poor 77:17, 78:10  
 position 5:17, 5:20, 10:17, 37:3, 41:12, 41:22, 41:24, 42:9, 42:11, 44:12, 45:4, 45:9, 47:21, 55:16  
 positions 45:18  
 possesses 11:18  
 possible 6:15, 29:1, 30:19, 51:5, 67:2  
 posturing 51:15  
 practiced 5:24  
 preferred 28:24  
 preliminary 22:1, 34:9, 41:7, 41:8, 50:10, 54:21, 54:22, 55:5, 67:1, 69:11, 78:24, 79:5, 80:11, 80:17, 80:22  
 preparation 6:11, 10:12, 27:19, 28:7, 48:15  
 prepare 30:2, 30:14, 34:21, 51:11  
 prepared 18:15, 56:1, 56:13  
 preparing 39:6  
 present 12:16, 62:19  
 presented 40:21, 47:3  
 presents 64:12  
 president 62:6  
 presiding 29:11, 31:23, 32:20, 32:23, 33:7, 37:13  
 previous 37:2, 64:24  
 previously 19:3, 19:4, 34:22, 36:7, 69:10, 81:23  
 price 13:20  
 Prior 51:2, 51:3, 52:6  
 prisoners 11:15, 56:20, 78:19, 79:3, 79:7, 79:8, 79:16, 80:3, 80:6  
 probable 66:22, 67:4, 67:16, 72:2  
 probably 28:19, 38:10, 60:16, 74:8, 74:9, 74:19  
 problem 40:19, 57:3, 76:5, 77:10  
 problems 12:6, 16:19, 58:12, 76:6  
 Procedure 1:17, 88:14  
 proceed 22:17, 81:16, 81:17, 82:20  
 proceeding 83:14

proceedings 85:7  
 process 20:11, 20:18, 49:23, 61:18  
 professional 11:8, 11:12, 12:19, 16:4, 17:13, 17:17, 21:24, 34:8, 38:23, 39:1, 70:3, 71:8  
 professionals 48:20  
 profit 70:3, 70:6, 71:11  
 program 53:20  
 project 20:19, 22:18, 23:4, 26:23, 26:24, 27:5, 27:6, 27:7, 27:11, 27:12, 28:24, 30:3, 30:15, 34:24, 37:5, 54:3, 55:3, 61:4, 61:19, 62:7, 62:8, 63:20, 64:24, 65:6, 65:11, 81:1, 81:24, 82:21, 83:3, 83:17, 84:4  
 projecting 64:1  
 projection 68:16  
 projections 68:15  
 projects 30:13, 36:9, 61:22, 70:4, 84:4  
 properly 58:17  
 property 30:5  
 proposal 42:2, 48:3, 49:9, 49:19, 63:5, 63:16, 73:19  
 proposals 42:15  
 proposed 41:14, 65:5, 65:10, 65:12, 66:15  
 proposition 73:16  
 propounded 46:23, 47:9, 68:10  
 propounding 46:7  
 pros 68:23  
 protect 29:7  
 provide 7:17, 7:18, 9:24, 13:18, 13:19, 14:8, 14:12, 20:17, 21:24, 25:14, 40:20, 42:12, 48:5, 53:19, 55:9, 55:13, 55:18, 84:1  
 provided 10:17, 13:1, 24:15, 25:15, 36:14, 40:3, 70:6  
 provides 37:9, 45:6  
 providing 7:9, 62:22, 73:7, 73:8, 73:8  
 provision 59:22  
 public 1:14, 4:13, 48:10, 48:14, 49:1, 49:22, 56:22, 57:13, 58:17, 73:9, 86:11, 86:12  
 purchases 28:13  
 purpose 48:5, 48:9, 54:9, 65:16  
 purposes 43:12  
 pursuant 1:15, 1:16, 24:9, 88:14  
 pursued 30:4, 30:5

pushing 61:24  
 putting 6:3

**Q**

qualifications 67:19  
 qualifying 71:20  
 questioned 50:2  
 questioning 84:15  
 quickly 73:20  
 quite 68:3

**R**

ran 50:19  
 range 70:4, 70:6, 71:5  
 rather 6:8, 6:20  
 ratification 24:20, 40:9  
 ratified 24:16  
 ratify 10:22  
 Ray 25:1, 28:20, 47:3, 47:6, 47:6, 47:7, 50:11, 69:3  
 Ray's 70:11  
 Raymond 66:24  
 Re 88:7, 89:8  
 reading 88:17  
 ready 16:8  
 real 64:15  
 reality 73:18  
 really 6:11, 13:5, 38:3, 50:8, 52:14, 55:9, 70:10  
 rear 62:21  
 rearranging 73:22  
 reason 17:20, 27:9, 39:17, 52:20, 54:20, 56:1, 76:19, 77:22, 82:3, 82:7, 87:7  
 reasons 44:24, 86:6, 87:4  
 receipt 22:17  
 receive 66:16  
 received 88:15  
 recess 63:9  
 recitation 65:2  
 recognize 13:7, 61:16, 64:11, 66:11  
 recognizes 8:7  
 recommend 49:8, 49:20, 70:7  
 recommendations 13:2, 14:16  
 recommended 9:22  
 record 5:15, 6:3, 6:13, 6:17, 13:4, 74:1, 87:4  
 reduce 53:14, 63:21  
 reduced 78:22, 80:17  
 reduces 79:15  
 refer 61:7  
 reference 8:2, 34:5, 43:3, 46:12, 52:2, 57:18, 70:22, 74:2, 75:8, 82:10  
 referenced 27:11  
 references 20:4  
 referencing 15:16, 22:11  
 referred 57:11, 61:3, 64:24  
 referring 53:3,

57:5  
 reflect 55:12,  
 70:17  
 reflects 58:15,  
 72:1  
 regard 8:4  
 regarding 25:23,  
 66:5  
 regards 28:16,  
 51:10  
 Regional 62:5,  
 64:23  
 Registered 85:13  
 REGULAR 88:10  
 Reid 62:4, 62:5,  
 62:7, 64:17, 66:1  
 reject 29:22  
 rejected 29:19,  
 29:20  
 rel 1:5, 88:7,  
 89:8  
 relate 13:5, 83:10  
 related 12:3,  
 19:1, 32:8, 36:3,  
 46:15, 69:23, 71:4  
 relates 26:13  
 relating 20:5,  
 28:12, 73:17, 82:1  
 relation 31:9,  
 34:4  
 relationship  
 11:15, 20:6, 25:6,  
 31:14, 38:16,  
 38:22, 38:23  
 relatively 23:14,  
 38:15  
 Relators 1:7, 2:5  
 relay 12:8  
 relayed 12:20,  
 52:4  
 release 81:8  
 released 30:2,  
 82:16  
 relevant 72:24  
 rely 11:8, 11:12  
 relying 10:22,  
 48:3, 48:4  
 remaining 74:1  
 reminded 36:2  
 remodeled 8:8,  
 44:19, 44:20,  
 44:20  
 rendered 35:1,  
 35:20  
 renovate 69:14  
 renovated 81:10  
 renovating 54:12  
 renovation 8:4,  
 67:2, 70:8, 71:2,  
 71:11  
 report 38:18  
 Reporter 85:13,  
 87:3  
 REPORTER'S 85:3  
 reporting 21:6,  
 88:1, 89:1  
 reports 12:15,  
 28:18  
 represent 40:17  
 representative  
 20:11, 20:23  
 represented 25:9,  
 25:12  
 request 28:2,  
 34:20, 35:4, 35:5,  
 35:9, 35:11,  
 35:15, 35:16,  
 35:17, 36:9,  
 36:19, 40:7, 53:7,  
 81:18, 82:10, 87:4  
 requested 27:22,

30:1, 30:23, 31:2,  
 36:11, 36:13,  
 82:15  
 requests 77:16,  
 82:20  
 require 32:16,  
 64:8  
 required 13:9,  
 45:6  
 requirement 60:1  
 requirements 9:3,  
 11:24, 15:16,  
 15:22, 17:2, 48:6,  
 56:18, 60:4  
 requires 9:6  
 requiring 40:7  
 requisitions 32:11  
 researching 38:2  
 respect 44:22,  
 48:18, 50:20, 55:1  
 respective 86:5  
 respond 43:14  
 Respondents 1:10,  
 2:8  
 response 55:20  
 responsibilities  
 28:11  
 responsibility  
 54:1  
 responsible 28:9  
 restates 23:3  
 restored 82:2  
 restraints 13:23  
 retained 50:23,  
 51:14, 52:18  
 review 46:24,  
 49:8, 49:19, 73:21  
 reviewed 19:3,  
 34:23  
 reviewing 56:16  
 rework 50:11  
 road 16:9  
 Robert 1:6, 1:6,  
 1:9, 5:2, 5:16,  
 86:4, 87:23, 88:4,  
 88:8, 89:8, 89:8,  
 89:12  
 room 75:20, 78:8  
 rotate 75:16, 78:4  
 rough 68:15  
 Rules 1:17, 88:14  
 running 76:16  
 runs 76:7

**S**

safely 29:7  
 safety 43:7, 73:9  
 sake 5:15, 6:2,  
 72:6  
 satisfied 9:19,  
 11:6, 40:20, 42:3  
 satisfies 45:7  
 satisfy 10:19,  
 15:23, 17:24,  
 56:13, 73:2, 73:6  
 satisfying 17:7,  
 84:2  
 save 73:3  
 savings 63:20  
 saying 10:10,  
 15:21, 23:16,  
 33:2, 33:4, 40:13,  
 66:4, 71:20,  
 71:24, 74:16,  
 83:13  
 says 5:7, 8:4,  
 22:20, 23:5,  
 23:20, 35:19,  
 35:23, 47:23,  
 71:6, 83:10

scale 70:4  
 scheduling 77:17  
 scope 20:7, 24:15,  
 70:5  
 season 74:8,  
 75:17, 76:7, 76:18  
 secretary 57:22  
 Secretary's 57:24  
 section 20:7,  
 20:10, 22:15  
 secure 48:10,  
 48:14, 56:21,  
 56:22, 57:4, 57:5,  
 57:7, 57:10,  
 57:10, 57:11,  
 57:12  
 securely 29:7  
 securing 49:1,  
 56:21  
 security 10:1,  
 10:1, 10:5, 43:7,  
 56:3, 56:18,  
 56:23, 59:21,  
 64:4, 73:8  
 seeing 69:4  
 seek 48:14  
 seem 38:15, 38:21,  
 57:18  
 selected 62:18  
 sending 50:21  
 sense 49:21, 53:11  
 sent 19:7, 19:14,  
 66:17, 88:10  
 separate 36:12,  
 37:8, 37:20, 75:24  
 separated 42:22  
 sequence 75:17  
 serious 68:19,  
 77:19, 77:20  
 serve 58:17  
 service 24:15,  
 53:19, 70:3  
 services 21:24,  
 22:9, 23:19, 24:3,  
 25:15, 25:24,  
 26:14, 27:19,  
 32:8, 34:9, 35:1,  
 35:20, 36:23,  
 37:23, 40:3, 40:8,  
 40:20, 62:14,  
 70:5, 71:8  
 session 76:3,  
 76:20, 77:12,  
 77:15  
 sessions 75:8,  
 75:9, 75:12,  
 75:24, 76:24,  
 77:8, 77:21, 78:3  
 sets 9:2, 15:10,  
 15:15, 67:21  
 setting 69:22  
 settle 44:8  
 settlement 42:2,  
 42:20, 43:12,  
 45:15, 45:16,  
 45:19, 54:8, 84:10  
 settlement's 45:15  
 settlements 78:5  
 seven 67:4, 70:7,  
 70:20, 71:9  
 seventy 23:5,  
 23:12  
 seventy-five 23:5  
 several 12:2,  
 20:19, 27:6, 29:1,  
 29:3, 31:3, 40:6,  
 44:10, 44:11,  
 47:15, 50:18,  
 51:8, 52:17,  
 56:17, 73:22  
 sevnety 23:6

shall 22:16,  
 23:18, 24:3  
 sheet 87:2  
 sheet(s 86:6  
 shorthand 4:13  
 shouting 83:15  
 showed 58:8,  
 58:10, 58:11  
 shown 85:8  
 shows 53:9  
 sic 64:16  
 sign 4:16, 87:1,  
 88:13  
 signature 7:10,  
 84:17, 86:1, 86:8,  
 86:14, 86:16,  
 87:5, 88:15  
 signed 7:22,  
 32:11, 87:5,  
 88:14, 89:11  
 significant 36:8,  
 72:8, 72:13, 72:14  
 silly 26:7  
 similar 16:6, 43:1  
 Sincerely 88:18,  
 89:15  
 site 8:10, 8:15,  
 8:17, 29:2, 29:5,  
 29:8, 30:5, 30:18,  
 30:19, 46:18,  
 61:1, 66:18  
 sites 8:11, 28:13,  
 29:1, 29:3, 41:10  
 situation 77:11  
 six 71:10, 72:8,  
 72:12, 76:24,  
 78:1, 78:3, 81:13  
 sixty-two 67:5  
 size 36:8, 57:17  
 slightly 10:3  
 soft 67:22  
 sole 63:22  
 solution 40:19  
 somebody 53:9,  
 76:17  
 someone 53:13  
 someplace 78:7  
 somewhat 31:15  
 somewhere 64:20  
 sorry 46:14,  
 66:19, 68:8  
 sort 6:7, 11:16,  
 28:11, 28:13,  
 31:16, 40:8,  
 48:23, 61:18,  
 62:2, 65:20  
 source 36:18  
 South 2:11, 4:10,  
 88:6, 89:6  
 space 43:8, 43:8,  
 64:2, 76:11  
 spaces 62:22  
 speak 18:19,  
 30:17, 31:7,  
 32:10, 42:3,  
 60:24, 74:15  
 speaks 34:7  
 special 26:23,  
 26:24, 27:5, 27:6,  
 27:7, 27:10,  
 27:12, 28:19,  
 30:13, 34:24,  
 36:8, 37:5, 76:20,  
 81:1, 83:2, 83:17,  
 84:4  
 specific 31:5,  
 31:7, 37:1, 58:10,  
 58:11, 58:14, 69:5  
 specifically 8:2,  
 31:12, 83:7  
 specifics 30:20,

60:16  
 specified 1:16,  
 36:20  
 speedy 76:13,  
 77:13, 77:16  
 spend 73:12, 81:16  
 spent 16:16  
 spoke 50:14  
 square 62:18,  
 62:20, 62:20,  
 62:24, 62:24,  
 63:6, 63:7, 63:11,  
 63:11, 63:17,  
 63:17, 63:19  
 Squires 29:22  
 staff 28:10  
 stagger 75:21  
 stall 54:15,  
 54:16, 54:17,  
 54:18  
 stalling 41:2  
 stalls 54:18  
 standard 59:4,  
 59:14, 79:13  
 standards 8:12,  
 8:18, 9:8, 9:11,  
 9:13, 9:16, 9:22,  
 9:22, 10:4, 10:4,  
 10:5, 10:5, 10:6,  
 10:7, 10:15,  
 10:18, 11:5, 11:7,  
 11:12, 11:19,  
 11:24, 12:13,  
 13:16, 14:4, 14:7,  
 14:13, 15:12,  
 15:17, 17:8,  
 17:24, 43:5, 43:9,  
 45:7, 47:4, 56:3,  
 56:6, 56:14, 58:7,  
 58:8, 59:1, 69:15,  
 74:3  
 start 6:14, 17:1,  
 54:15, 76:7  
 started 14:19,  
 14:20, 19:22,  
 25:13, 60:12  
 starts 70:18  
 state 1:5, 1:14,  
 4:14, 17:13,  
 17:18, 48:7,  
 86:13, 88:7, 89:8  
 stated 43:2, 43:4  
 statement 66:22  
 statements 43:1,  
 86:14  
 stating 5:15  
 statutory 64:3  
 status 24:18, 25:6  
 statute 37:9  
 stenotype 85:9  
 stipulated 4:6,  
 4:11, 88:15  
 STIPULATIONS 4:4  
 straight 7:2, 20:1  
 street 2:11, 4:10,  
 46:18, 46:18,  
 50:19, 51:9, 88:6,  
 89:6  
 Strollo 17:15,  
 17:20, 18:15,  
 18:15, 19:2, 20:5,  
 20:10, 20:16,  
 20:23, 21:1,  
 23:18, 40:6, 47:9,  
 48:19, 48:20,  
 49:6, 49:19, 50:1,  
 50:3, 50:6, 50:13,  
 50:20, 51:18,  
 52:14, 52:16,  
 52:20, 52:22,  
 53:8, 54:3, 54:5,

54:16, 55:7, 56:1,  
56:13, 68:8  
Strollo's 46:2,  
46:7, 46:13,  
46:17, 47:13,  
54:22, 58:16,  
59:4, 59:14, 60:7,  
60:9, 69:11  
structural 48:6  
structure 36:22  
sub 26:11, 34:22  
subject 26:18,  
80:24, 84:10  
submit 18:18,  
32:21  
submitted 6:12,  
32:22  
substance 86:5  
successfully 62:13  
sudden 52:19  
suggest 65:24  
suggested 27:10  
suggesting 17:22,  
72:7  
suggests 69:22,  
70:16  
suitable 7:19,  
9:12, 9:19, 10:7,  
10:20, 13:9, 14:8,  
45:22, 58:16,  
60:8, 84:2  
suitably 8:7  
Suite 2:6  
suits 42:5  
sum 26:17  
superior 15:22  
supervise 50:4  
suppose 80:22  
supposed 57:10  
Supreme 1:1, 1:18,  
8:18, 9:7, 9:13,  
9:18, 9:22, 10:4,  
10:6, 10:18, 11:5,  
11:7, 11:13,  
11:19, 11:24,  
12:12, 13:16,  
14:4, 14:7, 15:12,  
15:17, 17:8,  
17:24, 41:15,  
43:6, 45:11, 56:2,  
56:13, 56:18,  
59:4, 59:13,  
69:15, 83:20, 84:2  
surprised 33:16,  
33:19, 33:24, 34:1  
surprises 64:14  
swore 86:14  
system 64:5

### T

taken 1:13, 4:8,  
4:12, 29:21, 63:9,  
85:9, 85:10, 87:3,  
88:8, 88:12, 89:12  
takes 48:5  
taking 85:7  
telecommunicatio  
64:5  
ten 65:13, 69:23,  
70:7, 70:17,  
70:20, 71:1, 71:2,  
71:7, 71:11,  
71:24, 71:24,  
80:2, 82:4  
tends 46:1  
term 22:15, 23:17,  
39:12  
terminating 22:18,  
23:4  
terms 14:24, 84:9

test 45:10, 45:15  
testify 5:4  
testifying 38:20,  
46:4  
testimony 15:20,  
85:6, 85:8, 85:9,  
86:4, 86:5, 86:5  
Thank 84:13, 87:2,  
89:14  
theoretical 13:14,  
73:16, 73:17  
there's 14:22,  
17:23, 36:9,  
56:23, 57:24,  
61:16, 72:13,  
76:5, 77:21, 79:8  
therefor 86:6,  
87:7  
therein 1:16  
They'd 79:23,  
79:23  
they're 15:7,  
18:9, 18:9, 21:8,  
22:11, 33:12,  
48:20, 57:10,  
57:12, 66:7,  
70:10, 70:10,  
72:15, 76:11,  
78:23, 78:24,  
79:2, 79:3, 79:4,  
79:4, 80:8, 80:10,  
80:11, 82:1, 82:3,  
82:7, 83:22  
They've 78:6  
thing 26:3, 28:14,  
31:4, 44:9, 53:5,  
66:3, 66:18,  
70:13, 81:14  
thinking 49:3,  
65:23, 66:7  
third 44:21  
though 15:23,  
36:12, 46:8, 64:5,  
80:12  
thousand 30:1,  
67:4  
timely 76:17,  
77:12, 77:16  
tired 54:18  
Titanic 73:23  
today 5:10, 8:20,  
56:12, 59:13  
Today's 87:23  
tolling 76:19  
Tony 67:11  
top 70:19, 70:20,  
70:21  
tossed 68:11,  
68:12  
total 24:2, 63:5,  
63:5, 63:16,  
63:17, 65:12,  
67:4, 67:16, 72:2  
toward 33:21,  
83:18, 84:4  
towards 81:9  
transcribed 4:14,  
88:12  
transcript 4:16,  
85:6, 87:1, 87:3,  
87:6, 89:12, 89:13  
transcription 4:15  
transpiring 51:12,  
51:21  
treat 5:12  
trial 6:11, 76:8,  
76:12, 76:13,  
76:18, 77:10,  
77:12, 77:13,  
77:16, 77:17, 78:7  
trials 74:5,

76:11, 78:4  
true 48:19, 48:20,  
50:12, 85:6, 86:14  
truth 5:4, 5:5,  
5:5, 86:14  
turned 30:6  
twelve 71:7, 75:6  
two-hour 83:14  
types 10:19

### U

understand 6:8,  
13:23, 44:22,  
44:23, 44:24,  
45:11, 48:22,  
54:19, 59:2, 74:11  
understandable  
65:19  
understanding  
15:19, 37:1, 37:12  
underway 20:19  
unless 10:21,  
16:13, 53:9, 88:15  
unlimited 61:22  
unpleasant 64:14  
unreasonable  
45:10, 45:13,  
45:14, 73:12  
upon 10:1, 10:11,  
22:16, 22:18,  
23:4, 37:11,  
77:10, 87:4, 88:14  
upper 62:18  
using 63:24, 82:4

### V

value 49:9, 49:20  
variety 18:8,  
61:22  
various 16:18,  
31:15, 61:19,  
69:23, 71:17  
vaulted 64:2  
version 46:17  
Vice 62:6  
video 78:12,  
78:20, 79:19,  
80:2, 80:8  
view 8:16, 8:20,  
18:2  
viewed 46:19  
viewpoint 48:23  
viewpoints 48:2  
vindicator 64:19  
violating 17:5  
violation 15:3,  
15:7, 61:23  
violations 16:18  
violence 79:14,  
79:14  
visits 80:14  
voynovich 62:13  
vote 29:21, 32:16,  
33:6

### W

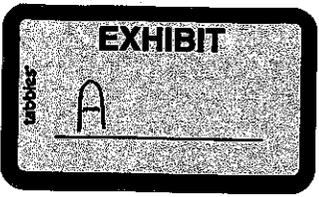
waive 76:17, 84:16  
waived 77:13,  
84:17  
wanted 29:6, 81:22  
wants 11:11,  
42:12, 76:17  
warehouse 64:20  
warren 64:23  
waste 41:10,  
53:12, 55:21  
wasted 44:6  
watch 52:22, 53:22

watchdog 52:23,  
53:10  
ways 61:22  
we'll 64:19,  
64:19, 74:1  
we're 10:22,  
13:17, 13:18,  
13:20, 15:15,  
17:2, 17:4, 17:4,  
41:4, 41:9, 41:21,  
41:22, 42:7, 43:4,  
43:9, 44:1, 44:5,  
44:7, 48:4, 55:10,  
64:1, 66:20, 74:2,  
79:2, 83:13, 84:7,  
84:16  
we've 12:2, 12:17,  
13:1, 41:2, 41:4,  
47:24, 50:2, 58:4,  
58:6, 58:19,  
58:20, 60:11,  
60:18  
week 75:15, 75:17,  
76:10, 77:6, 77:8,  
77:22, 78:24,  
79:6, 80:7  
weeks 76:8, 76:14,  
76:22, 77:1, 77:6,  
77:23, 78:1, 78:3  
weigh 68:23  
well-lit 58:17  
weren't 8:14  
west 2:6  
what's 7:3, 34:18,  
62:3  
whatever 47:23,  
82:2  
whenever 6:15  
whereupon 5:1,  
34:16  
whether 32:1,  
32:4, 32:7, 41:14,  
69:2, 79:19  
whitehead 64:18,  
64:18, 66:2  
who's 54:1  
whole 5:5, 36:22,  
44:8  
whom 10:24, 15:2,  
66:23  
whose 48:4  
Williams 83:10,  
83:15  
willing 42:15,  
54:5, 81:8, 83:17,  
84:3  
willingness 15:2,  
29:12  
wisdom 11:6  
wish 13:14, 22:24  
within 1:14, 4:13,  
13:17, 22:9,  
32:23, 88:14  
witness 4:16, 87:1  
won't 55:13,  
81:20, 82:17  
Wonderful 5:14  
works 6:2  
wouldn't 76:2,  
76:22, 83:14  
written 28:18,  
84:8  
wrong 53:13

### Y

YCACIC 62:12, 65:7  
yeah 10:11, 10:21,  
20:3, 23:15,  
27:15, 40:15,  
46:15, 47:19,

68:21, 70:24,  
71:14, 74:13,  
74:18, 78:23,  
79:4, 79:23  
yet 51:14  
you'd 13:15  
you'll 19:6, 20:9,  
21:19, 26:4,  
61:15, 76:6, 83:12  
Youngstown 1:9,  
2:7, 2:10, 2:12,  
4:9, 4:10, 5:18,  
5:19, 7:15, 8:5,  
14:6, 19:1, 20:17,  
20:21, 21:2,  
21:21, 23:19,  
62:8, 64:22, 65:5,  
68:2, 72:20, 88:2,  
88:5, 88:6, 88:7,  
89:2, 89:5, 89:6,  
89:9  
yours 41:13



IN THE YOUNGSTOWN MUNICIPAL COURT  
MAHONING COUNTY, OHIO

In the Matter of  
Suitable Facilities for the  
Operation of the Youngstown  
Municipal Court and Related  
Departments

Case No. 2009 CV OPEN

2009 JAN 26 AM 10:52  
SARAH BRONN-CLARK  
CLERK OF COURT

MUNICIPAL COURT  
YOUNGSTOWN OHIO  
FILED

This cause came on for consideration upon the Court's own motion. The Judges of the Youngstown Municipal Court, having fully discussed the matter, both now and in the past, make the following findings:

The present facilities which house the Youngstown Municipal Court and the support services for the Court are, and have been, entirely inadequate. The Court finds that on July 17, 1996, the judges of this Court entered an order indicating that the Court was "in dire need of additional space to reasonably, efficiently and effectively administer justice." The entry further recited that the Chief Justice of the Supreme Court of Ohio has inspected the facilities and deemed them inadequate. The Court also found that the issue of adequate space and facilities for its operations had been repeatedly raised with the government for the city of Youngstown "for many years with no results." The Court directed that the premises then occupied by the Youngstown City Prosecutor's Office should be appropriated, and the Court made use of the same for the Probation Office.

The Court further finds that several weeks later, the Mayor of the City of Youngstown wrote to the City Council, indicating that a consultant had been secured "to meet with the Judges to identify their needs, survey available space and make recommendations on accommodating the Municipal Court." The Youngstown Municipal Court still, of course, remains in its present facilities, and they are entirely inadequate.

The Court and the city administration have discussed the problem for years. On August 28, 1998, the Court issued an amended judgment entry that increased Court costs and established a special projects fund.

Youngstown City Ordinance 98-369 authorized the finance director to establish a special projects fund in the Youngstown Municipal treasury, fund 214.

Youngstown City Ordinance 00-97 authorized the Youngstown City Board of Control to solicit proposals and to enter into a professional services agreement to conduct a study of the facility needs for the Court. However, no useful study has ever been completed and implemented, save and except as the Court itself has determined its needs.

Youngstown City Ordinance 00-410 authorized the Youngstown City Board of Control to do no more than solicit proposals for the renovation of the existing court facility and police facility, or for leasing a newly constructed facility for the Court and related departments. As noted, however, the ordinance authorized nothing more than the solicitation of proposals.

Some six years ago, Youngstown City Ordinance 02-65 expressed the intent of City Council to allocate future city capital improvement funds to construct a City Justice Center and to amortize the debt thereon, thereby committing a portion of the City's income tax receipts which were dedicated to capital improvements for the construction of a justice facility.

Youngstown Ordinance 02-126 authorized the Board of Control to solicit proposals and to enter into contracts for professional services relating to the design and building of a Municipal Justice Center.

Youngstown Ordinance 03-319 appropriated the sum of \$22,000.00 to pay for architectural services for planning a new Court facility.

Youngstown Ordinance 04-17 appropriated the sum of \$22,000.00 to pay for architectural services from the special project fund, fund 214.

Youngstown Ordinance 04-97 authorized the Board of Control of the City of Youngstown to enter into necessary agreements required to conduct property appraisals and to establish the fair market value of parcels within a certain defined area of the City of Youngstown, ostensibly for a new court facility.

While the foregoing represent steps that have been taken, the Court finds that in some twelve years since it announced a need for more suitable facilities, City officials have taken but small steps, often with large gaps of time in between the steps, and there has been no real progress for the past five (5) years. More troubling is that the Court has attempted over the years to maintain a posture of discussion, mediation, and

negotiation with City officials. But City officials have now publicly suggested that the Court's needs, which are authorized by the Constitution, which exist in law, and which have been recognized in the past by the city government, now are regarded by at least some City officials as illusory. City officials have suggested that the Court's needs are not legitimate, that the Court is in some respects over-staffed, and that the Court's caseload is declining and does not justify the present number of judges or court staff. The Court finds that such comments are not supported by the true facts, and that the City officials who make such comments ignore the fact that legislative enactments have become more and more complex to administer; that the Court did not have the space for a Probation Department that actively supervised probationers until the aforesaid judgment entry in 1996; and, that the lack of adequate jail and administrative facilities places further burdens upon the judges of this Court that are not necessarily addressed inside the courtroom.

The Court further finds that Court Facility Standards, *viz.*, OHIO SUP. R., Appendix D, presently in effect in this State recommend the following for all Courts of record in Ohio. The following are regarded as the minimum requirements to ensure the efficient and effective administration of justice and are intended to complement federal, state, and local laws, regulations, and standards pertaining to building construction, safety, security, and access. (The Court Facility Standards are attached hereto and incorporated by this reference.)

*First*, in order to maintain suitable judicial atmosphere and to properly serve the public, there must be clean, well-lighted, adequately heated and air-conditioned Court facilities, which must also be maintained properly.

*Second*, the facilities should be located in a Courthouse or in a county or municipal building. The location within the building should be separate from the location of non-judicial governmental agencies. Court facilities should be located in a building that is dignified and properly maintained.

---

*Third*, every trial judge should have a separate Courtroom, and each Courtroom should have adequate seating capacity so that litigants

and others are not required to stand or wait in hallways and areas adjacent to the Courtroom. All participants must be able to hear and to be heard. If the room acoustics are not satisfactory, an efficient public address system shall be provided. Every Courtroom should have an elevated bench. Adequate shelving should be provided adjacent to the bench for legal reference materials. United States and Ohio flags should flank the bench. The witness chair should be near the bench, slightly elevated, and situated in an appropriate enclosure. Desks, tables, and chairs should be provided for all Court personnel regularly present in the Courtroom. Tables and chairs should be provided for parties and counsel. Tables shall be situated to enable all participants to hear and to allow private interchanges between litigants and counsel. Each trial Courtroom should be equipped with a jury box, suitable for seating jurors and alternates sufficient to meet the demands of the Court. The jury box should be situated so that jurors may observe the demeanor of witnesses and hear all proceedings. A blackboard and other necessary demonstrative aids should be readily available. Unnecessary material or equipment should not be kept in the Courtroom. Each judge should have private chambers convenient to the Courtroom. Access from chambers to the Courtroom should be private. Chambers should be decorated and equipped in appropriate fashion.

*Fourth*, each Court shall be provided an adequate law library comprised of those materials, including electronic media, considered necessary by the Court.

*Fifth*, magistrates should have Courtroom and office facilities similar to those of a judge.

*Sixth*, each trial Courtroom shall have a soundproof jury deliberation room located in a quiet area as near the Courtroom as possible. Access from the jury deliberation room to the Courtroom should be private. Private personal convenience facilities should be available for the jurors. An adequate waiting room must be provided for jurors. Reading material of general interest, television, and telephones should be provided. A waiting room comparable to the jurors' waiting room should be provided for witnesses.

*Seventh*, a room should be provided for use of attorneys.

*Eighth*, facilities for violations bureaus and pay-in windows should be located near public parking areas.

*Ninth*, adequate space and equipment shall be provided for Court personnel to prepare, maintain, and store necessary Court records. Space and equipment should be utilized to ensure efficiency, security, and confidentiality. Adequate restroom facilities separate from public restroom facilities should be provided for all Court personnel.

*Tenth*, clean, modern restroom facilities should be available in the vicinity of the public areas of the Court. Public telephones should be available and afford privacy.

The City is required by law to provide suitable facilities for the Court. In determining what are "suitable accommodations" for municipal Courts, the foregoing standards are to be employed. See, *e.g.*, *State ex rel. Taylor v. Delaware* (1982), 2 Ohio St.3d 17, 18, 2 OBR 504, 505, 442 N.E.2d 452, 454; *State ex rel. Finley v. Pfeiffer* (1955), 163 Ohio St. 149, 56 Ohio Op. 190, 126 N.E.2d 57, syl. 2; *State ex rel. Hillyer v. Tuscarawas City Bd. of Comm'rs*, 70 Ohio St.3d 94, 99, 1994 Ohio 13, 637 N.E.2d 311.

This Court now follows the well-established precedent and the seminal decision of the United States Supreme Court that foot dragging and delay in the implementation of constitutional commands is unacceptable and will not be tolerated by the judiciary. See, *e.g.*, *Cooper v. Aaron* (1958), 358 U.S. 1, 18, 78 S.Ct. 1401, 3 L.Ed.2d 5, 3 L.Ed.2d 19, 79 Ohio Law Abs. 452, 79 Ohio Law Abs. 462. The Court finds that city officials, while taking occasional small steps, have made no real progress in addressing the inadequacies in the Court facilities which have existed for years and which remain largely unaddressed. Polite requests for progress have been met by promises but no real action.

It is unqualifiedly the law of this State that the administration of justice by the judicial branch of the government cannot be impeded by the other branches of the government in the exercise of their respective powers. Courts of general jurisdiction, whether named in the Constitution or, as is the case with municipal Courts, established pursuant to the provisions of the Constitution, possess all powers necessary to secure and safeguard the free and untrammled exercise of their judicial functions. In carrying out

these functions, the Courts cannot be directed, controlled or impeded therein by other branches of the government. See, e.g., *Zangerle v. Court of Common Pleas* (1943), 141 Ohio St. 70, 25 Ohio Op. 199, 46 N.E.2d 865, syl. 2. That same case highlighted the importance of the judicial function by holding that Courts may pass upon the suitability and sufficiency of quarters and facilities for their occupation and use, and may exercise control over the Courthouse to the extent required to assure the provision, equipment and maintenance in the Courthouse of rooms and facilities essential for their proper and efficient operation. *Id.*, at syl. 3. Indeed, so essential to the proper operation of a government of balanced and coordinate equal branches that enforcement of these principles is no longer relegated to judges alone, even in cases such as this, where the judges, in the spirit of cooperation, have been less than forceful in insuring adequate facilities. The furnishing of proper facilities for a Municipal Court is enforceable by citizens in a taxpayer suit when the law director refuses to take action. See, *State ex rel. Badgett, v. Mullens*, 177 Ohio App.3d 27, 2008 Ohio 2373, 893 N.E.2d 870.

While the decisions of Ohio Courts reflect that a reasonably exercised spirit of mutual cooperation among the various branches of government is essential, the fact remains that the needs of the Court have not been addressed. The doctrine of separation of powers is a fundamental part of a complex system of checks and balances designed to prevent the accumulation of political power in any one of the three branches. The judicial branch must, to be reasonably free of dominance by the other two branches, have relative autonomy in the provision for its financial and operational needs. If the judiciary were to be dependent upon the whim of legislative authority, as it has been now for some years simply as a product of attempts to be cooperative, the judiciary would be subject to, and be subservient ultimately to, the coordinate political branches of the government. Each branch of government has its own authority, and while other bodies or officers are charged with the duty of providing suitable buildings or rooms for the holding of Courts, it is uniquely the duty of the Court to pass on the suitability of the quarters furnished and exercise control over the physical facilities to the extent necessary to secure suitable

rooms for, and to prevent interference with, the discharge of public business.

This is not to say that a new facility must be built, simply that suitable facilities must be provided and they must be provided now. The suitability of remodeling a City-owned building has been studied by the Court. Provided that those facilities are suitably remodeled and meet the needs of the Court, they are just as acceptable as a newly constructed facility. In this regard, renovation of the Youngstown City Hall Annex may be entirely appropriate. The facility is structurally sound. It has the ability to meet the needs of the Court, provide adequate parking and accessibility, and has sufficient square footage. Based upon the foregoing findings, it is now

ORDERED, ADJUDGED, AND DECREED, that the Mayor and the City Council of Youngstown, Ohio, be and they are hereby ORDERED forthwith to provide suitable facilities for the operation of the Youngstown Municipal Court and the related offices, which facilities shall include, at a minimum, the following:

- Courtrooms and related areas of not less than 12,950 square feet, which shall contain chambers for each of the judges with proper private restroom facilities; an office for the secretary for each judge and the bailiff for each judge; an office for each magistrate and a secretary for the magistrate; three judicial courtrooms of not less than 1,200 square feet each; a large conference room for use by the Court magistrate; at least one conference room for use by attorneys and the public; a jury assembly area, and jury deliberation rooms for each Court, immediately adjacent to each courtroom.
- A Court administrator and probation suite, which shall be not less than 5000 square feet, and which shall contain a Court administrator's office with restrooms; a legal research library; and an office for the chief bailiff; office facilities for deputy bailiffs and outside bailiffs; a Court assignment office; a probation area, which shall include a waiting area for probationers, and area for a probation receptionist, offices for the probation officers, and office for the probation supervisor, and a conference room; a systems administrator office; a copy room; a stenographer's office; restroom

facilities, and a lounge and lunchroom; and general storage.

- A suite for the Clerk of the Court, which shall be not less than 7700 square feet, and which shall contain a waiting area and reception area; an open office area; sufficient storage facilities; nonpublic restroom facilities; a copy room; a staff lounge; and, separate offices for the Clerk of Court, the administrative assistant, the administrative bookkeeper, and other bookkeepers.

- An area for use by the city prosecutor's office, which should not be less than 625 square feet, and which should include a reception area and conference rooms.

- A police facility, which should be not less than 2800 square feet, and which should contain a sallyport; holding rooms with adjacent staff room; an interview room; and restroom facilities for staff and separate restroom facilities for inmates.

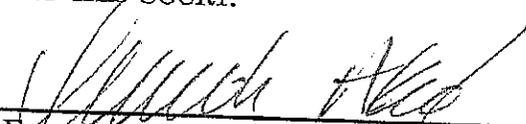
- A public area, which should be not less than 2600 square feet, and which must contain a lobby, public restrooms, and stairs and elevators.

- A total space for the Court and the related facilities, described above, that is not less than 34,000 square feet.

It should go without saying that these facilities must comply with federal, state, and local regulations and requirements, including handicap accessibility.

ALL UNTIL FURTHER ORDER OF THIS COURT.

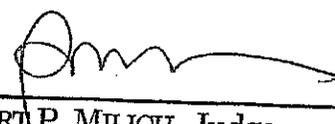
Hon. \_\_\_\_\_

  
ELIZABETH A. KOBLY, Judge

Hon. \_\_\_\_\_

  
ROBERT A. DOUGLAS, JR., Judge

Hon. \_\_\_\_\_

  
ROBERT P. MILICH, Judge

---

The Clerk is ordered to provide certified copies forthwith to: the Mayor, the President of Council, all City Council members, the Law Director, and the Finance Director.

MUNICIPAL COURT  
YOUNGSTOWN OFFICE  
FILED

709 JAN 26 AM 10: 59

SARAH BROWN-CLARK  
CLERK OF COURT

## Appendix D. Court Facility Standards

### Court Facility Standards

These standards apply to all courts of record in Ohio except as otherwise indicated. The standards represent the minimum requirements to ensure the efficient and effective administration of justice and are intended to complement federal, state, and local laws, regulations, and standards pertaining to building construction, safety, security, and access.

#### (A) General considerations.

In order to maintain suitable judicial atmosphere and properly serve the public, clean, well-lighted, adequately heated and air-conditioned court facilities shall be provided and maintained.

#### (B) Location.

The facilities should be located in a courthouse or county or municipal building. The location within the building should be separate from the location of non-judicial governmental agencies. Court facilities should be located in a building that is dignified and properly maintained.

#### (C) Courtroom.

Every trial judge should have a separate courtroom.

The courtroom should have adequate seating capacity so that litigants and others are not required to stand or wait in hallways and areas adjacent to the courtroom.

All participants must be able to hear and to be heard. If the room acoustics are not satisfactory, an efficient public address system shall be provided.

Every courtroom should have an elevated bench. Adequate shelving should be provided adjacent to the bench for legal reference materials. United States and Ohio flags should flank the bench.

The witness chair should be near the bench, slightly elevated, and situated in an appropriate enclosure.

Desks, tables, and chairs should be provided for all court personnel regularly present in the courtroom.

Tables and chairs should be provided for parties and counsel. Tables shall be situated to enable all participants to hear and to allow private interchanges between litigants and counsel.

Each trial courtroom should be equipped with a jury box, suitable for seating jurors and alternates sufficient to meet the demands of the court. The jury box should be situated so that jurors may observe the demeanor of witnesses and hear all proceedings.

A blackboard and other necessary demonstrative aids should be readily available. Unnecessary material or equipment should not be kept in the courtroom. Each judge should have private chambers convenient to the courtroom. Access from chambers to the courtroom should be private. Chambers should be decorated and equipped in appropriate fashion.

#### (D) Library.

Each court shall be provided an adequate law library comprised of those materials, including electronic media, considered necessary by the court.

#### (E) Magistrate.

Magistrates should have courtroom and office facilities similar to those of a judge.

(F) Juror and witness facilities.

Each trial courtroom shall have a soundproof jury deliberation room located in a quiet area as near the courtroom as possible. Access from the jury deliberation room to the courtroom should be private. Private personal convenience facilities should be available for the jurors.

An adequate waiting room must be provided for jurors. Reading material of general interest, television, and telephones should be provided.

A waiting room comparable to the jurors' waiting room should be provided for witnesses.

(G) Consultation room.

A room should be provided for use of attorneys.

(H) Violations Bureaus and pay-in windows.

Facilities for violations bureaus and pay-in windows should be located near public parking areas.

(I) Court staff and court-related personnel facilities.

Adequate space and equipment shall be provided for court personnel to prepare, maintain, and store necessary court records. Space and equipment should be utilized to ensure efficiency, security, and confidentiality.

Adequate restroom facilities separate from public restroom facilities should be provided for all court personnel.

(J) Public convenience facilities.

Clean, modern restroom facilities should be available in the vicinity of the public areas of the court. Public telephones should be available and afford privacy.

**STROLLO**  
ARCHITECTS

YOUNGSTOWN OFFICE

20 West Federal Street  
Suite 604  
Youngstown, Ohio 44503  
p 330.743.1177  
f 330.743.2834

**CITY HALL ANNEX  
BUILDING ANALYSIS**

**AS RELATED TO THE**

**YOUNGSTOWN MUNICIPAL  
COURTS  
AND  
CLERK OF COURTS**

ARCHITECTURE

ENGINEERING

INTERIOR DESIGN

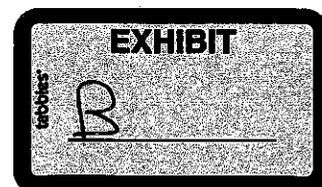
PLANNING

YOUNGSTOWN, OH  
ORLANDO, FL  
MEADVILLE, PA  
COLUMBIANA, OH  
RICHMOND, VA  
WASHINGTON D.C.

PERRY DOUGLASS  
RODNEY LAMBERSON  
TOM MADEJ  
TERRY MCCOY  
GREGG STROLLO  
J. PAT STROLLO  
LAWRENCE STROLLO  
JOSEPH A. YANK

**OCTOBER 23, 2008**

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## **CITY HALL ANNEX BUILDING ANALYSIS relative to THE YOUNGSTOWN MUNICIPAL COURTS/CLERK OF COURTS**

### **SCOPE OF WORK**

In 2006, Strollo Architects was asked by the City of Youngstown to provide oversight into the planning process for the Municipal Courts. The project, which has been underway for several administrations was, and is, an arrangement between The Courts and Olsavsky Jaminet Architects of Youngstown. Our directive was, and is, to provide a second opinion, suggestions and review of the effort, which to date has not yet developed an alternative that was deemed financially feasible to the City.

Our initial role took the form of review and analysis of plans developed to that date. In general, our observations, strategies and suggestions were primarily a recommendation of space reduction and consolidation, highlighted by a range of sizes in the courts, rather than equally sized and equipped courtrooms. On or about February 16, 2007, Mr. Jaminet wrote and offered to discuss with the Courts/Clerk the prospect of incorporating some of these recommendations into the next revision of the plan. Based upon our review of that revised version, the resulting solution (placed on the former Masters Block) was even larger than prior versions. The explanation was that the suggestions were not acceptable to the courts, and that the Masters Block solution was the direction the courts would pursue, perhaps in conjunction with litigation against the city, for failing in it's charge to provide the Municipal Courts with appropriate space.

At this time, we were also informed orally that the City Hall Annex was examined by The City Engineering Department and the architect, and discussed as an option with the Courts. It was reported to us that the Annex was rejected as being unacceptable. We asked at that time for any written notification of the reasoning behind the rejection. To date, we are unaware of any written rationale behind the opinion that the building was unacceptable. Again, on or around this time, we were asked to re-analyze the building for space capacity and suitability for the courts. The following information is the result of that effort.

\* Please note that following review of the draft of this document, a letter dated June 6, 2006 to the courts was shared with us. That letter suggests that the Annex would be acceptable, provided a more detailed analysis was able to confirm that initial 2006 opinion. This document confirms it's suitability.

## **SPACE CAPACITY**

The City Hall Annex (Formerly Youngstown's Main Post Office and Federal Bankruptcy Court) is a Stone Building with a footprint of approximately 24,000 square feet.

There is a Basement, which currently serves as a storage facility for city record and unused equipment/furnishings. There is a small sub-basement, which houses the decommissioned mechanical system that formerly heated the building. The total area for basement and sub-basement is also approximately 24,000 square feet.

The first floor, which is now largely occupied by a tenant, is also 24,000 square feet.

The second floor is significantly smaller, currently housing miscellaneous city offices. Its size is approximately 9,000 square feet.

The third floor, which formerly housed the Federal Bankruptcy Court, is approximately 22,000 square feet.

There is a small mechanical penthouse, housing elevator equipment.

**THE COMBINED GROSS FLOOR AREA OF THE BUILDING IS IN EXCESS OF 75,000 SQUARE FEET.** As a frame of reference, the current square footage assigned to the Municipal Court and the Clerk of Court is approximately 10,000 square feet. Another reference is the gross square footage of the programmed solution at the Masters Block, which we believe to be approximately 36,000.

## **APPROACH**

For the purpose of this analysis, only the ground and third floor are being discussed, with the fundamental premise that a suitable plan solution can be developed within the total square footage available on those floors.

Using the **COURT SECURITY STANDARDS OF THE OHIO SUPREME COURT, DATED OCTOBER 17, 1994** and the **COURT FACILITY STANDARDS, UNDATED, NOTED AS APPENDIX D**, this office took the assigned program square footages developed by the Municipal Courts and Mr. Jaminet and "tested" a fit on the ground and third floor of the City Hall Annex.

Our logic was to separate the Clerk and Probation functions from the court, placing them on the Ground/Street Level. In its original capacity as a Post Office, the space was

designed to accommodate a walk-up clientele at a service counter. The large corridor that served as a queuing area still exists, and would serve the same function for the Clerk of Courts. The original service areas "behind" the service counter can comfortably accommodate the clerks staffing demands, and there is ample separated space to accommodate Probation and support services.

The Courtrooms and Judges Chambers have been "tested" on the third floor, the former home of the Federal Bankruptcy Court. By utilizing the former courtroom, and roofing over the adjacent "light courts", you are able to have three large courtrooms, similar in size. Using a reconfigured floor plan, a secure corridor can connect the vertical circulation core, and allow separated access to staff (i.e. judges) and escorted prisoners. There is also clear separation between public and staff.

We enclose as a part of this report, our schematic floor plans illustrating all assigned spaces on the abovementioned floors, to accommodate the Courts, Clerk of Courts, and associated support by the prosecutor and probation departments. Again, by way of reference, we believe that all of the assigned spaces accommodated in the Masters Block solution, have been similarly accommodated within these schematic plans.

**PLEASE NOTE THE COURTS HAVE NOT REVIEWED THESE SCHEMATIC PLANS.** They are not intended as a design solution, but clearly illustrate that there is ample capacity on these floors to substantively comply with the intent of the standards as set forth by the Supreme Court of Ohio.

#### **STATEMENT OF PROBABLE COSTS**

To assess/establish a rational budget to improve the Annex, we have conducted a series of visual inspections. Included were registered Engineering design professionals, contractors, architects and building officials.

It has been our approach to determine a cost to improve the entire building, with the clear intent that any solution must achieve a level of quality the addresses the "Dignity of the Courts". In point of fact, this structure, by way of its original design and material palate, has that character in its DNA. The Palladian Windows, Grand Public Spaces, Brass, Terrazzo, Ceiling heights and Exterior Stone, are precisely the quality features, which distinguish this structure and make it a logical fit for the Municipal Courts.

With that in mind, we would budget for the following:

Masonry / Parapet Stabilization	\$ 300,000
Window Replacement/Repair	275,000
Fire Alarm/Emergency Lighting And all Electrical/Data	900,000
Gas Fired rooftop units (9) And all Mechanical	775,000
Roof Tear-Off and Replacement	250,000
Sprinkler System	200,000
Security System	200,000
Basement/Mezzanine (clean/paint)	150,000
General Conditions	245,000
General Contracting, to include:	3,640,000
Metal Studs/Drywall	
Carpentry	
Acoustic Tile	
Doors/Frames	
Flooring	
Painting	
Concrete Repair/Ramps	
Elevator/Stairs	
Canopy Repair	
Concrete at new floor	
Necessary Demolition	
Miscellaneous Repairs	
<b>TOTAL IMPROVEMENTS</b>	<b>\$5,434,000</b>

The above referenced costs are specific schematic layout as shown in the accompanying drawings. Not included in these figures are permits, A/E fees and contractors overhead and profit. Common professional service percentages for projects of this scale and complexity range from 8% - 12%, based upon scope of services required. Contractor's overhead and profit commonly range from 5% - 7%, and are subject to bidding climate. We would recommend a 10% for a renovation of this nature, or \$534,000. Also please note that an asbestos analysis has been completed for this building. It is unclear whether or not this has been acted upon. It should be updated, and status confirmed.

### **ADDITIONAL OBSERVATIONS**

The renovation and use of this building would represent a "highest and best" use of this neo-classical structure.

The project would be an example of responsible stewardship of both property, and public funds.

Although parking is not addressed in detail, the condition of and access to parking (by radius) at the Annex appear to be an improvement to the situation as currently exists at City Hall.

The time required to renovate, versus build new, should favor renovation.

**Farris, Anthony**

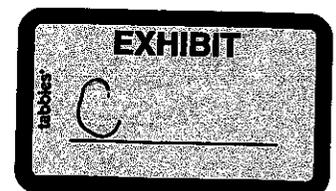
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**From:** Farris, Anthony  
**Sent:** Monday, October 27, 2008 11:18 AM  
**To:** Kobly, Elizabeth  
**Cc:** Douglas, Robert; Milich, Robert  
**Subject:** Analysis of City Hall Annex  
**Attachments:** YMC Building Analysis.pdf

Your Honor:

Attached please find an analysis of the suitability of the City Hall Annex Building for the Youngstown Municipal Court. The report was prepared by Strollo Architects. Please review and provide your feedback.

Thank you,  
Anthony Farris  
Youngstown Law Department  
(330) 742-8874



## Whitehead, Jason

---

**From:** REID [REID@regionalchamber.com]  
**Sent:** Wednesday, March 22, 2006 11:26 PM  
**To:** Whitehead, Jason  
**Subject:** Municipal Court

Jason,

Attached is a projected budget for a Youngstown Municipal Court project on the Masters Block site owned by the YCACIC. I understand that our estimates are actually higher than the Court's architect, so a little explanation is in order. Note: our assumptions are based on the same design-bid-build-finance approach that you operated for the YCACIC and which was used successfully on the Voinovich Center, Mahoning County Children Services Building and, in slightly altered format, the 7th District Court of Appeals building.

- We used the 7th District Court of Appeals project as a model. The low bidder on that project was Welty Construction, with a base bid of \$210/s.f. excluding remediation and demolition. The second lowest bidder was Murphy Contracting, at \$218/s.f. excluding remediation and demolition. Given the CIC's experience – which includes mediation with Welty, in part over their underestimating the environmental remediation costs by \$3.57/s.f. – we determined that a base cost between \$215 - \$220/s.f. was appropriate and selected the upper boundary to present a conservative estimate.
- We assumed 35,000 gross square feet on two levels (the site is approximately 25,000 s.f.), with 1-level of basement parking at grade in the rear (alley) providing 50+/- spaces. That is the only parking currently budgeted for.
- Based on our experience with the 7th District Court we estimated \$50/s.f. for a 20,000 s.f. basement.
- Other assumptions include: 5% hard cost contingency (\$435,000), \$635,000 in fees/soft costs (including a 5% Developer's Fee), 15-months of construction period interest (\$510,000) that the bidder builds into their proposal – for a total of \$10,280,000.
- The total equates to \$295.48/s.f. By way of comparison, the 7th District Court building will be \$288.54/s.f.
- As always, given that the assumption that the project would be competitively bid, any "savings" (i.e., bids below budget) would either go to reduce debt or be available to enhance the facility, at the City's sole discretion.
- By using the base bids from the 7th District Court as a model, we're projecting a moderate level of finish with limited high-cost space. For example, we have not budgeted for vaulted ceilings, marble or granite floors, or statuary. Likewise, we have not included cost for security or telecommunications systems, though the conduit would be in-place, furniture, or moving expenses.

Assuming the Court has approximately \$1 million to allocate to a new facility, this approach would require financing \$9.28 million – either conventionally through City debt, or through Certificates of Participation. We recognize the financial burden that amount of new debt presents to the City. However, given our (mutual) experience with the Court of Appeals, we opted to avoid any unpleasant surprises and use real data for our analysis.

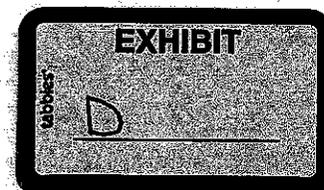
We would be please to discuss this with you in more detail at your convenience.

<<Muni Court 3-22-06.xls>>

*Reid Dulberger*

Executive Vice President  
Youngstown/Warren Regional Chamber  
197 W. Market Street, 7th floor  
Warren, OH 44481

3/23/2006



# PROJECT DEVELOPMENT BUDGET

Project Name:

Youngstown Municipal Court

## HARD COSTS:

	<u>Sq. Ft.</u>	<u>\$/S.F.</u>	<u>COST</u>
Acquire Site/Buildings			\$0
Environmental Remediation			\$0
Demolition			\$0
New Construction - 2 floors	35,000	\$220.00	\$7,700,000
Basement - Parking, Alley Grade (50 +/- cars)	20,000	\$50.00	\$1,000,000
Other Improvements			\$0
Off-Site Parking			\$0
Off-Site Improvements			\$0
Leasehold Improvements			\$0
Public Infrastructure			\$0
Other			\$0.
	<b>34,791</b>	<b>\$250.06</b>	<b>\$8,700,000</b>
<b>Hard Cost Contingency</b>	<b>5.0%</b>	<b>\$12.50</b>	<b>\$435,000</b>

## SOFT COSTS:

Accounting			\$0
Appraisal			\$0
Architectural/Engineering - YCACIC		\$3.31	\$115,000
Debt Service Reserve Fund			\$0
Developer Fee - 5%		\$14.08	\$490,000
Environmental Studies			\$0
Facility Fees & Permits			\$0
Financing Fees			\$0
Interim Taxes			\$0
Legal		\$0.86	\$30,000
Marketing & Promotion			\$0
Misc.			\$0
		<b>\$18.25</b>	<b>\$635,000</b>

## CONSTRUCTION INTEREST:

Amount		\$9,600,000
Rate		8.50%
Term (months)		15
Cost	\$14.66	\$510,000

## **TOTAL DEVELOPMENT COST**

**\$295.48    \$10,280,000**

Start-Up Capital/Reserve

\$0

3/22/2006

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into under the authority of Ordinance Number 02-126

This 15 day of May, 2003 by and between the City of Youngstown (City) and

Olsavsky-Jaminet Architects, m s consultants, inc. joint venture (Consultant), a(n),  
Ohio Business Corporation existing and doing business under and by virtue of the laws of the  
State of Ohio having its principal place of business at 114 E. Front Street, Suite 200,  
Youngstown, OH 44503 and 333 E. Federal St., Youngstown, OH 44503.

**RECEIVED**

JUL 09 2003

OLSAVSKY-JAMINET ARCHITECTS  
YOUNGSTOWN, OHIO

WITNESSETH

WHEREAS, City wishes to obtain professional consultant services for

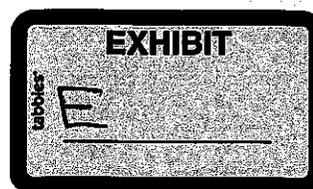
**PRELIMINARY ARCHITECTURAL STUDY FOR CONSTRUCTION OF  
MUNICIPAL COURT FACILITIES**

WHEREAS, Consultant hereby covenants that it is willing to perform such professional services  
in the manner and under the conditions set forth;

NOW, THEREFORE, City and Consultant hereby agree as follows:

ARTICLE I - RETAINER

City does hereby retain Consultant to perform the professional services hereinafter  
specified, and Consultant agrees to perform said professional services under the conditions  
specified in Exhibit "A" (Statement of Work) and within the time limits hereinafter specified in



**EXHIBIT E**

Exhibit "B" (Project Schedule), both attached hereto and made a part hereof.

## ARTICLE II - SCOPE OF SERVICES

The professional consulting services which Consultant agrees to provide City are more particularly described in Exhibit "A".

Consultant shall perform the services in accordance with the terms of this Agreement, and all applicable laws and regulations, and Consultant will exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional firms with respect to services of a similar nature.

## ARTICLE III - TIME OF PERFORMANCE

The services of Consultant shall commence upon receipt of Consultant of written notice to proceed from City. The services of Consultant shall be performed in the manner described in Exhibit "A" and scheduled as described in Exhibit "B". The term of this Agreement shall be the period commencing upon Consultant's receipt of the notice to proceed and terminating upon completion of the Project, not to exceed Sevnety Five (75) consecutive calendar days.

## ARTICLE IV - PAYMENT BY THE CITY

In consideration of the services to be performed by Consultant, City agrees to pay Consultant for services and expenses rendered hereunder in an amount not to exceed \$60,000.00 as detailed in Exhibit "C", attached hereto and made a part hereof.

Consultant shall send monthly invoices to the City which shall be based upon the actual hours and expenses attributable to each element of work performed for the preceding month.

**EXHIBIT E**

City agrees to process all invoices as expeditiously as possible. Payment of invoices shall be made within thirty (30) calendar days of receipt of such invoice by City. City and Consultant will use best efforts to promptly resolve any disputed charges in a reasonable manner, provided that, in the event of non-payment of invoices within sixty (60) days from the date of submittal, Consultant may, at its option, suspend its performance or terminate this Agreement by fifteen (15) days advance written notice. In the event of such suspension or termination, Consultant shall surrender to City all completed work and work in process for which City has paid.

City shall have no right to require and Consultant shall have no obligation to perform any services or incur any expenses not included within the terms of this Agreement or any amendment hereto.

City's obligation for all services hereunder, including any claims for additional compensation or reimbursable out-of-pocket expenses, is limited to funds as budgeted and authorized to be expended by City for services to be performed under this Agreement, provided however, City shall not issue any notice to proceed or request any additional work unless and until such funds are available.

#### ARTICLE V - CHANGES

City may, from time to time, by written order, make changes to the Project within the general scope of this Agreement, in the work and services to be performed by Consultant or in the timing or location of such work and services.

If any change causes an increase in the scope, cost to Consultant, or time required for the performance of any part of the services under this Agreement, Consultant will be compensated by City for additional work required as a result of authorized changes, additional work not included in Exhibit "A", or any extension of length of service beyond the contract period, if such extension is not required by delay caused solely by Consultant. In the event that additional work is required, City and Consultant shall negotiate a fee for such work whenever possible. If no fee is agreed to, Consultant shall invoice City for additional work, based on actual labor costs at then-current hourly rates and actual expenses incurred.

In the event of delays in or failures of performance of Consultant caused by circumstances beyond its control, the time and cost for performance by Consultant shall be equitably adjusted and such delays or failures shall not constitute a default or give rise to any claim against Consultant.

#### ARTICLE VI - WORK PRODUCTS

Provided City fulfills all of its obligations hereunder, all work products prepared by Consultant pursuant to this Agreement including, but not limited to, original drawings, reports, work papers and exhibits shall be the property of City, and shall be delivered to City upon completion of the Project. Consultant may retain copies of such work products as part of their record of professional activity.

ARTICLE VII - ASSIGNMENT AND DELEGATION

Consultant shall not assign or subcontract any performance of this Agreement without the express prior written consent of City. Any assignment or subcontracting so permitted shall be expressly made subject to all terms, conditions and provisions of this Agreement.

ARTICLE VIII - TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice to Consultant. In the event of termination, Consultant shall promptly surrender to City all completed work and work in progress, and all materials, records and notes procured or produced pursuant to this Agreement. City shall pay to Consultant all amounts invoiced hereunder for work performed by Consultant prior to date of cancellation, and for expenses associated with transmitting reports and files to City.

ARTICLE IX - NOTICES

All notices, reports and documents required to be given or made by Consultant to City pursuant to this Agreement shall be given or made to:

Carmen S. Conglose, Jr.  
Deputy Director of Public Works  
City Hall - 5th Floor  
26 S. Phelps St.  
Youngstown, Ohio 44503

All notices, reports and documents required to be given or made by City to Consultant pursuant to this Agreement shall be given to at its address set forth below:

For Olsavsky Jaminet

Raymond J. Jaminet, AIA  
Olsavsky-Jaminet Architects  
114 E. Front St., Suite 200  
Youngstown, OH 44503

For m s consultants, inc.

K. Anthony Hayek  
m s consultants, inc.  
333 E. Federal Street  
Youngstown, OH 44503

ARTICLE X - ACCOUNTING RECORDS

During the term of this Agreement, including any renewal or extension hereof, and for a period of three (3) years thereafter, the City shall have the right, upon reasonable notice to Consultant to inspect and audit all of its books of accounts, records and other documents pertaining to payments made or to be made pursuant to this Agreement and Consultant shall make all such records, books and other documents available at the place where these books and records are normally maintained, provided that all such inspections and audits shall be conducted during regular business hours.

## ARTICLE XI - INDEMNIFICATION AND INSURANCE

Consultant hereby agrees to release, indemnify and save City, its officers and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of, its negligent Performance and/or any and all intentional, willful or wanton performance or acts hereunder, and including the negligent acts and omissions of officers, employees and agents of Consultant; provided however, that Consultant need not release, indemnify or save harmless City, its officers, agents and employees from damages resulting from the sole negligence of officers, agents or employees of City. The insurance requirements prescribed herein shall not be deemed to in any way to limit or define the obligations of the Consultant hereunder.

Consultant shall comply with all Workers' Compensation laws of the State of Ohio and shall carry at least the types and amounts of insurance as indicated below.

Certificates of Insurance for such policy or policies shall be deposited with the CITY's Risk Manager before commencement of any work under this Agreement. The CITY reserves the right to refuse insurance written by an unacceptable company. The amounts of such insurance shall be as follows:

A. Professional Liability Insurance

Consultant shall procure and maintain professional liability insurance for protection for claims arising solely out of performance of professional services caused by negligent acts, errors, or omissions for which the Consultant is legally liable; such professional liability for insurance will provide for coverage in such amounts as set forth below and certificates indicating that such insurance is in effect will be delivered to CITY.

Consultant will also require professional associates and subconsultants retained by Consultant for the Project to procure and maintain comparable professional liability insurance coverage.

Amount: ONE MILLION DOLLARS (\$1,000,000.00).

B. Comprehensive General Liability Insurance, including contractual liability, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence involving injury or death to persons or damage to property or both, with the CITY named as an "additional insured."

C. Automobile Liability Insurance covering owned, non-owned, and hired vehicles used by CONSULTANT with a combined single limit of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for any one occurrence involving injury or death to persons, or damage to property, or both. The policy shall contain the following special provisions: The Company (meaning the insurance company) agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be mailed to the CITY.

D. Valuable Papers Insurance, issued by an insurer licensed to engage in the insurance business within the State of Ohio; in an amount sufficient to assure the restoration of all plans, drawings, field notes and other similar data relating to the work covered by this Agreement, in the event of their loss, theft, or destruction during the entire period this Agreement is in effect and until formal acceptance by the CITY of the final report manuscripts and/or original tracings of the final Construction Contract Plans. Consultant shall provide the CITY with a Certificate of Insurance Including Valuable Papers Insurance Coverage, together with any and all endorsements thereon. Furthermore, it shall be the responsibility of Consultant to require that the insurer is licensed and authorized to transact insurance business within the State of Ohio. The Certificate of Insurance shall specifically designate the CITY as an "additional insured" and shall contain no restrictions, limitations, or conditions of coverage by reason of the location of the insured papers and such policy shall contain a provision for prior written notice to the CITY, of not less than ten (10) days before any cancellation, suspension, or revocation of all or any part of the policy.

E. Workmen's Compensation Coverage

The Consultant shall, at all times during the terms of this Agreement, subscribe to and comply with the Workmen's Compensation Laws of the State of Ohio, and pay such premiums as may be required thereunder and save CITY harmless from any and all liabilities arising from or under said act. It shall also furnish, at the time of delivery of this Agreement and at such other times as may be requested, a copy of the official certificate of receipt, showing that the payments herein before referred to have been made.

## ARTICLE XII - INCORPORATION OF REGULATIONS

A. Consultant agrees to incorporate into this Agreement any and all statutes, rules and regulations, and assurances made pursuant thereto, the incorporation of which may now be required by a governmental agency, or the incorporation of which may be prerequisite to or condition of City's receiving any federal or state grant or loan or other governmental assistance.

### B. Compliance with Regulation

Consultant shall comply with the applicable regulations relative to non-discrimination in State and/or Federally-assisted programs as they may be amended from time to time which are herein incorporated by reference and made a part of this Agreement.

### C. Non-discrimination

Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, religion, sex, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by any applicable Regulations or laws.

### D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, religion, sex, disability or national origin.

E. Information and Reports

Consultant shall provide all information and reports required by any law or any Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or State or Federal agency to be pertinent to ascertain compliance with such Regulations, order or instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Non-compliance

In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, City shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:

- a. Withholding of payments to Consultant under this Agreement until Consultant complies, and/or
- b. Cancellation, termination or suspension of the Agreement, in whole or in part.

G. Incorporation of Provisions

Consultant shall include the provisions of Article XII in every subcontract, including procurement of materials and leases of equipment unless exempt by applicable regulations or directives. Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that in the event Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter into such litigation to protect the interest of City.

H. DBE Obligation

Consultant agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement, if applicable under law or regulations.

ARTICLE XIII - EQUAL OPPORTUNITY CLAUSE

A. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training.

Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that it is an equal opportunity employer.

C. Consultant and each subcontractor will include this Equal Opportunity Clause in every subcontract. Consultant will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

ARTICLE XIV - NO PERSONAL LIABILITY

No official, director, officer, agent or employee, or either party hereto, its related entities or City shall be charged personally or held contractually liable by or to the other party or to City

under any term or provision of this Agreement and the validity and enforceability of all portions of this Agreement or applications thereof shall remain in full force and effect.

#### ARTICLE XV - APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Ohio.

#### ARTICLE XVI - SUCCESSORS AND ASSIGNS

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to City.

#### ARTICLE XVII - COMPOSITION OF CONSULTANT

If Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated.

FOR THE CONSULTANT

CITY OF YOUNGSTOWN

BY: BOARD OF CONTROL

BY: Raymond J. Jaminet  
SIGNATURE

[Signature]  
MAYOR

Raymond J. Jaminet  
NAME

John A. Murray  
LAW DIRECTOR

Partner  
TITLE

Alfred Boyer  
FINANCE DIRECTOR

FEDERAL ID # 34-1152157

WITNESS:  
Nick Jaminet  
NAME

WITNESS:  
C. S. [Signature]  
NAME

ATTACHED AND INCORPORATED  
BY REFERENCE:

APPROVED AS TO FORM:

- EXHIBIT A - STATEMENT OF WORK
- EXHIBIT B - PROJECT SCHEDULE
- EXHIBIT C - COST SUMMARY
- EXHIBIT D - CERTIFICATE OF CONSULTANT
- EXHIBIT E - CERTIFICATE OF INSURANCE

John A. Murray  
DIRECTOR OF LAW

APPROVED AS TO STATEMENT OF  
WORK, PROJECT SCHEDULE AND  
SUMMARY:

C. S. [Signature]  
DEPUTY DIRECTOR OF PUBLIC  
WORKS

APPROVED AS TO INSURANCE  
REQUIREMENTS:

Mrs. Teresa [Signature]  
INSURANCE AND RISK (Acting)  
MANAGER

**EXHIBIT E**

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated.

FOR THE CONSULTANT

CITY OF YOUNGSTOWN

BY: BOARD OF CONTROL

BY: *Raymond J. Briga*  
SIGNATURE

*[Signature]*  
MAYOR

Raymond J. Briga  
NAME

*John A. Nuy*  
LAW DIRECTOR

Treasurer  
TITLE

*Walter [Signature]*  
FINANCE DIRECTOR

FEDERAL ID # 34-6546216

WITNESS: *K. Anthony Hayer*  
K. ANTHONY HAYER  
NAME

WITNESS: *C. J. [Signature]*  
NAME

ATTACHED AND INCORPORATED  
BY REFERENCE:

APPROVED AS TO FORM:

*John A. Nuy*  
DIRECTOR OF LAW

- EXHIBIT A - STATEMENT OF WORK
- EXHIBIT B - PROJECT SCHEDULE
- EXHIBIT C - COST SUMMARY
- EXHIBIT D - CERTIFICATE OF CONSULTANT
- EXHIBIT E - CERTIFICATE OF INSURANCE

APPROVED AS TO STATEMENT OF  
WORK, PROJECT SCHEDULE AND  
SUMMARY:

*C. J. [Signature]*  
DEPUTY DIRECTOR OF PUBLIC  
WORKS

APPROVED AS TO INSURANCE  
REQUIREMENTS:

*Mario James Genducello*  
INSURANCE AND RISK (Acting)  
MANAGER

**EXHIBIT E**

TECHNICAL PROPOSAL

EXHIBIT "A"

Part I - Assessment of Needs • Police & Court Facilities

- A. Meet with Courts and Police Department Planning groups jointly.
1. Discuss project overview.
  2. Define chain of command.
  3. Define approval procedures.
  4. Develop a project schedule.
  5. Site visit / visits to similar facilities.
- B. Meet with Court Facility Planning group.
1. Review Olsavsky • Jaminet Architects 2001 Report.
  2. Amend report as necessary.
  3. Prepare draft of Program of Requirements (P.O.R.) which shall include the following:
    - a. Square footage required for each space.
    - b. Adjacencies of one space to another.
    - c. Recommend a construction type.
    - d. Recommend HVAC, Plumbing, Electrical, Data, Security and Sound Systems.
    - e. Provide room data sheet for each space.
    - f. Prepare an outline specification.
    - g. Provide a statement of probable construction cost.
  4. Submit draft of P.O.R. for approval or comment.
  5. Meet with client group to review comments and amend report to reflect the consensus of the meeting.
- C. Meet with Police Department Planning group.
1. Meet to determine Police Department requirements.
  2. Prepare draft of P.O.R. which shall include the following:
    - a. Square footage required for each space.
    - b. Adjacencies of one space to another.
    - c. Recommend a construction type.
    - d. Recommend HVAC, Plumbing, Electrical, Data, Security and Sound Systems.
    - e. Provide room data sheet for each space.
    - f. Prepare an outline specification.
    - g. Provide a statement of probable construction cost.

---

114 E. Front Street  
Suite 200  
Youngstown, Ohio 44503  
Tel: (330) 744-8981  
Fax: (330) 744-4021

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312 N. Main Street  
Niles, Ohio 44446  
Tel: (330) 652-9984  
Fax: (330) 652-9985

3. Submit draft of P.O.R. for approval or comment.
4. Meet with client group to review comments and amend report to reflect the consensus of the meeting.

Part II - Analyze Potential Building Sites • Police & Court Facilities

1. Develop matrix of potential site.
2. Evaluate environmental issues.
3. Evaluate utilities.
4. Review accessibility.
5. Determine size.
6. Analyze topography of the site.
7. Review code issues.
8. Determine probable demolition cost where appropriate.
9. Prioritize site recommendations.

Part III - Present Program of Requirements • Police & Court Facilities

1. Report to include all the items in Part I (paragraph B and C) and Part II.
2. Submit draft of P.O.R. for approval or comments.
3. Meet with client group to review comments and come to consensus.
4. Present Final Report to Joint Committee of Court and Police Department.
5. Furnish 10 copies of Final Report.

Please Note: There shall be as many meetings as necessary during the process to assure that the report reflects the needs and requirements of the Courts and Police Department.

Part IV - Schematic Design • City Municipal Court Building

- A. Schematic design shall reflect the requirements of the P.O.R.
- B. Schematic design shall minimally include:
  1. Demolition Plan.
  2. Site Plan including landscaping.
  3. Floor Plan or Plans.
  4. Exterior elevations.
  5. Typical cross section or sections of the building.
  6. Any other drawings required to fully describe the facilities.
  7. Furnish a color computer generated 3D model of the proposed facility.

**PRELIMINARY ARCHITECTURAL STUDY  
FOR  
CONSTRUCTION OF MUNICIPAL COURT FACILITIES**

**EXHIBIT "B" - PROJECT SCHEDULE**

All services as authorized by Exhibit "A" (Statement of Work) of this Agreement shall be completed by the Consultant no later than (Seventy five (75) consecutive calendar days following Consultant's receipt of City's official notice to commence work.

**END OF EXHIBIT "B"**

**EXHIBIT E**

CERTIFICATE OF CONSULTANT

I hereby certify that I am the undersigned and a duly authorized representative of Olsavsky-Jaminet Architects whose address is 114 E. Front St., Suite 200, Youngstown, OH 44503 and that neither I nor the above firm I hereby represent has:

- A. Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this contract,
- B. Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- C. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Youngstown and is subject to applicable State and Federal laws, both criminal and civil.

Date: 12-3-02

By: Raymond J. Jar  
Title: Partner

Attested:

Spick Jaminet

**EXHIBIT E**

EXHIBIT "D"

Attachment 1, Page 5 / 5

CERTIFICATE OF CONSULTANT

I hereby certify that I am the undersigned and a duly authorized representative of  
ms consultants, inc., 333 East Federal Street, Youngstown, OH 44503, and that  
neither I nor the above firm I hereby represent has:

- A. Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this contract,
- B. Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- C. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Youngstown and is subject to applicable State and Federal laws, both criminal and civil.

Date 5.30.03

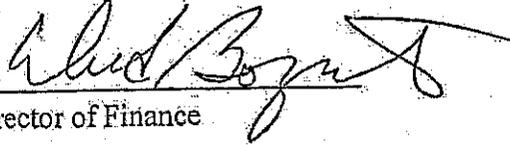
By: [Signature]  
Title: Treasurer

Attested:  
[Signature]

**EXHIBIT E**

FINANCIAL CERTIFICATION

I hereby certify that there stands to the credit of the proper fund, namely  
214-960214 Fund, the City of Youngstown, Ohio, The sum of  
\$ 60,000.00 Dollars to meet the obligations of this contract which is  
unappropriated for any other purpose.

  
\_\_\_\_\_  
Director of Finance

**EXHIBIT E**

olsavsky  
 jaminet  
 ARCHITECTS

## FEE STRUCTURE

EXHIBIT "C"

Proposed A/E Fee

Fee for Parts I and III	\$15,300.00
Fee for Part II	\$ 7,700.00
Fee for Part IV	<u>\$37,000.00</u>
TOTAL	\$60,000.00

Our hourly rates\* for changes in the Scope of Work or revising work previously approved are as listed below.

Principals	\$125.00 / hr.
Architect I (15 years)	\$ 98.00 / hr.
Architect II (5-15 years)	\$ 89.00 / hr.
Architect III (Architect in Training)	\$ 67.00 / hr.
CADD Operator	\$ 55.00 / hr.

Administrative included in hourly rates shown.

\* Includes overhead and profit.

Reimbursable Expenses are listed below\*\*

- A. Soil borings and analysis.
- B. Environmental testing.
- C. Boundary surveys and topography maps.
- D. Printing beyond ten (10) copies of report.

\*\* Reimbursable expenses will be billed at 1.1 time the amount of the statement for services rendered.

114 E. Front Street  
 Suite 200  
 Youngstown, Ohio 44503  
 Tel: (330) 744-8981  
 Fax: (330) 744-4021

312 N. Main Street  
 Niles, Ohio 44446  
 Tel: (330) 652-9984  
 Fax: (330) 652-9985

**EXHIBIT E**



80°39'03.29" W

© 2009 Title Atlas  
Elev 258 m

Apr 2004

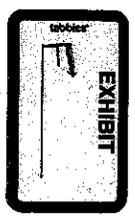
# PROPOSED MUNICIPAL COURT RENOVATION

## YOUNGSTOWN, OHIO

### OCT. 23, 2008

COLOR CODE FOR  
ATTACHED PLANS

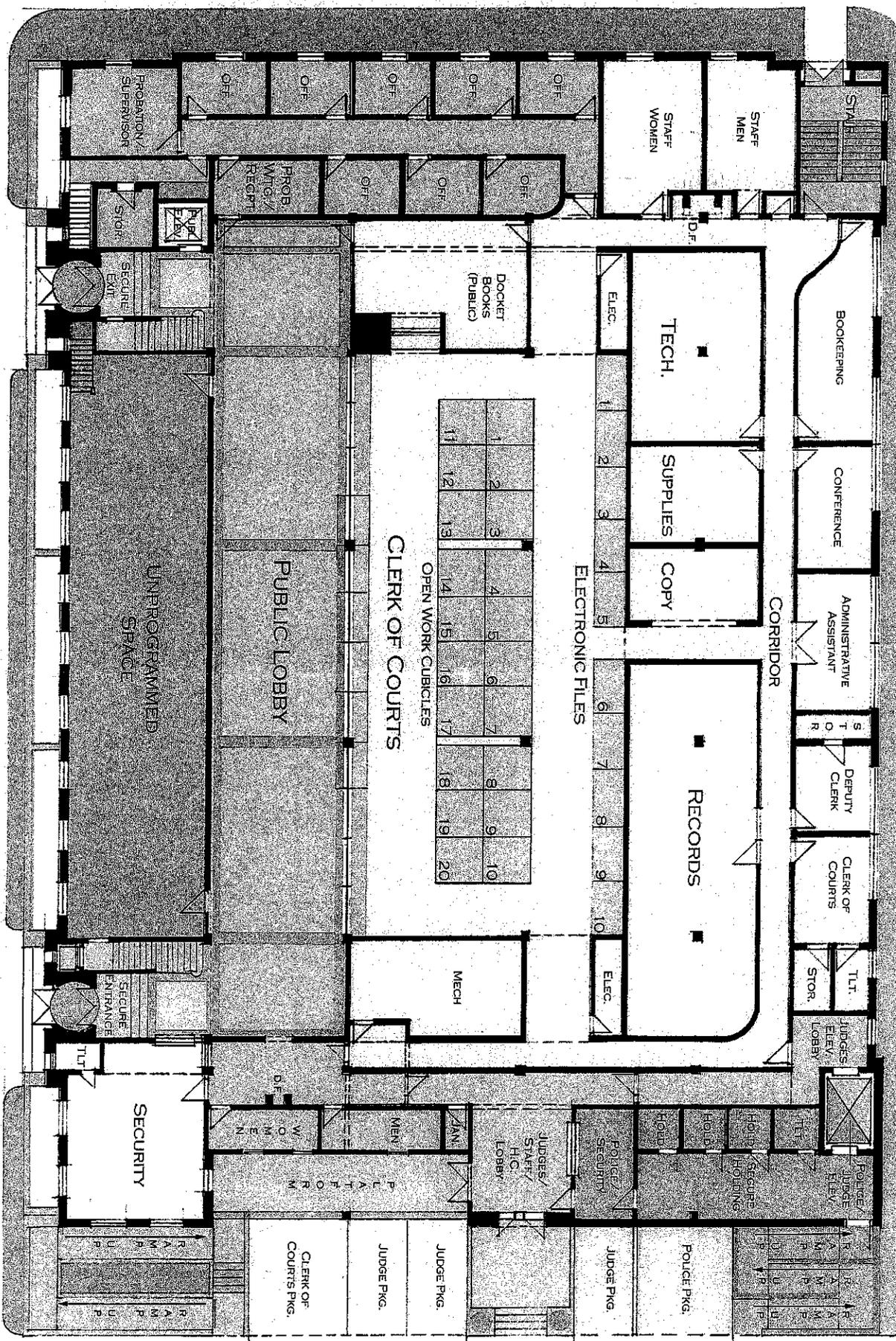
- JUDGE / STAFF AREAS
- SECONDARY COURT ROOMS /  
UNMANNED
- SECURE / DEFENDANT QUARTERS
- PUBLIC
- COURT ADMIN. / SECURITY
- COURTROOMS / CLERK OF  
COURTS AREA
- PROSECUTOR'S AREA



SITE LOCATION

**STROLLO**  
ARCHITECTS  
www.strolloarchitects.com

FIRST FLOOR PLAN



STAIR

STAFF MEN

STAFF WOMEN

BOOKKEEPING

CONFERENCE

ADMINISTRATIVE ASSISTANT

DEPUTY CLERK

CLERK OF COURTS

TILT. JUDGE'S ELEV. LOBBY

JUDGE'S ELEV. LOBBY

JUDGE Pkg.

PROB. MTING./RECPIT.

OFF.

OFF.

OFF.

OFF.

OFF.

OFF.

OFF.

PROSECUTOR/SUPERVISION

STAIR

SECURE EXIT

DOCKET BOOKS (PUBLIC)

ELEC.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

ELEC.

TECH.

SUPPLIES

COPY

RECORDS

ELEC.

ELECTRONIC FILES

MECH

JAN.

MEN

PLATTFORM

WOMEN

SECURE ENTRANCE

TILT

SECURITY

RAM P



olsavsky  
j aminet  
ARCHITECTS

June 6, 2006

Youngstown Municipal Courts  
26 S. Phelps Street  
Youngstown, Ohio 44503

Attn: The Honorable Robert Douglas Judge

Re: Proposed Court Facilities in the City Hall Annex

Dear Judge Douglas:

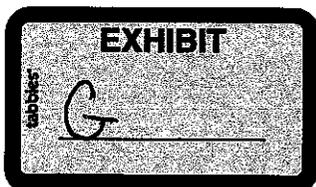
Attached herewith, please find our statement of probable construction cost for the above subject project.

As discussed and reviewed with you, our proposed building layout shows that the building can accommodate the Youngstown Municipal Court facilities, quite easily.

Below please find the building assets along with the detrimental aspects of the existing building.

**ASSETS**

1. Location. Easily accessible from all parts of the city.
2. On site parking for staff and visitors.
3. Square foot capacity is more than adequate.
4. Restore and preserves historic landmark at the main approach to our city.
5. The buildings architectural aesthetic is most appropriate to house the court facilities.
6. The building is structurally sound.
7. All of the courts program functions are met including the separation of the public, prisoners, staff and judges.
8. There is additional space in the building to accommodate additional public offices on the street level floor.



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### DETRIMENTAL ASPECTS

1. As in any building renovation you must always use more space then programmed.
2. There is always the possibility of additional cost being incurred during construction due to hidden existing conditions, such as abatement of hazardous material.
3. Not all existing interior spaces can be used as they exist.
4. HVAC system must be replaced.
5. Electrical system needs to be upgraded.

The cost presented is very preliminary and I suggest that we move forward in an effort to define the interior space in more detail. Thus we could accurately determine how many of the existing walls can be salvaged and how might the existing electrical and plumbing systems be used more efficiently. Once this is complete, we can then perform a more detailed estimate to accurately determine the cost.

Again, should you have any questions regarding this matter, please call.

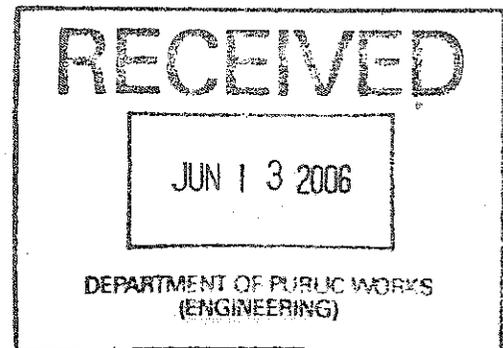
Very Truly Yours,

Raymond J. Jaminet, AIA  
President

RJJ/acc

Enclosure

c: Carmen Conglose, City of Youngstown



**PROPOSED RENOVATION BUDGET**  
**YOUNGSTOWN CITY MUNICIPAL COURTS**  
**YOUNGSTOWN CITY HALL ANNEX BUILDING**

JUNE 6, 2006

<b>Basement Renovation (18,720 SF)</b>	
Clean-up debris with city owned forces	\$ 0
Re-light (15,116 SF @ \$2/SF)	30,232
New police holding facility (3,604 SF @ \$125/SF)	<u>450,500</u>
	480,732
<b>1<sup>st</sup> Floor Renovations (17,952 SF)</b>	
Clerk of Courts (7,787 SF @ \$80/SF)	622,960
Probation Department (1,760 SF @ \$80/SF)	140,800
Lobby/Stairs (3,120 SF @ \$25/SF)	78,000
Vacant space (5,285 SF @ \$5/SF)	<u>26,425</u>
	868,185
<b>2<sup>nd</sup> Floor Renovations (9,974 SF)</b>	
Court administration offices (4,854 SF @ \$80/SF)	388,320
Lunch room/Public restrooms/Storage (2,000 SF @ \$60/SF)	120,000
Corridor/Stairs (3,120 SF @ \$15/SF)	<u>46,800</u>
	555,120
<b>3<sup>rd</sup> Floor Renovations (15,936 SF)</b>	
Lobbies/Corridors/Stairs (1,852 SF @ \$25 SF)	46,300
Court rooms and related spaces (14,084 SF @ \$110/SF)	<u>1,549,240</u>
	1,595,540
<b>Additional Work Items</b>	
Demolition of existing walls/ceilings (35,716 SF @ \$3/SF)	407,148
Refurbish existing passenger elevator	30,000
3 New passenger elevators (3 elevators @ \$80,000/elevator)	240,000
Garage for Judges (960 SF @ \$90/SF)	86,400
Re-roof entire building (15,936 SF @ \$9/SF)	143,424
New windows for entire building (3,458 SF @ \$55/SF)	190,190
South parking lot for 150 cars – paving/fencing	233,000
Exterior stone repairs (allowance)	100,000
Technology/security	400,000
Loose furnishings <sup>1</sup>	<u>385,000</u>
	2,215,162
	5,714,739
Contingency of 10%	<u>571,474</u>
	6,286,213
Cost escalation to 2008 at 6%	<u>377,173</u>
Total Building Estimate	6,663,386
Soft Cost (A/E Fee, Testing, Printing, Permits, etc.)	<u>799,600</u>
	<b>Total Probable Cost<sup>2</sup> \$7,462,986</b>
	<b>Cost per Square Foot<sup>2,3</sup> \$119.25/SF</b>

<sup>1</sup> – This amount cannot be finalized until existing loose furnishings (desks, chairs, etc.) are inventoried.

<sup>2</sup> – The cost for any hazardous materials that need abated is not included, as we do not know if any exists or the quantity.

<sup>3</sup> – Total renovated square footage of the building is 62,582 SF.

Prepared by: **Olsavsky Jaminet Architects, Inc.**

APPROVED AS TO FORM

MOVED TO 2ND RD.  
COMMITTEE  
SUSPEND

*[Signature]*  
DEPARTMENT OF LAW

ORD - 04 - 17

AN ORDINANCE

APPROPRIATING THE TOTAL SUM OF \$22,000.00 INTO ORG. CODE 960214, SUB. OBJ. 3200; AND

THE APPROPRIATION IS NECESSARY TO PAY FOR ARCHITECTURAL SERVICES RENDERED IN PLANNING OF A NEW COURT FACILITY. FUNDS ARE AVAILABLE IN FUND 214, SPECIAL PROJECT FUND; AND

PROVIDING THAT THIS ORDINANCE SHALL BE AN EMERGENCY MEASURE IF IT RECEIVES THE AFFIRMATIVE VOTE OF SIX OF THE MEMBERS OF COUNCIL; OTHERWISE, IT SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER THE EARLIEST PERIOD ALLOWED BY LAW.

\* \* \*

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF YOUNGSTOWN, STATE OF OHIO:

SECTION 1

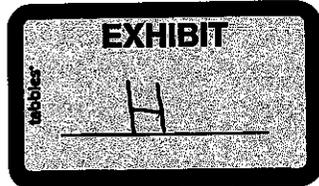
That there is hereby appropriated the total sum of \$22,000.00 into Org. Code 960214, Sub. Obj. 3200.

SECTION 2

That this appropriation is necessary to pay for architectural services rendered in the planning of a new court facility. Funds are available in Fund 214, Special Project Fund.

SECTION 3

That it is hereby anticipated that the appropriation herein provided could not have been reasonably anticipated at the time of the adoption of the annual budget ordinance.

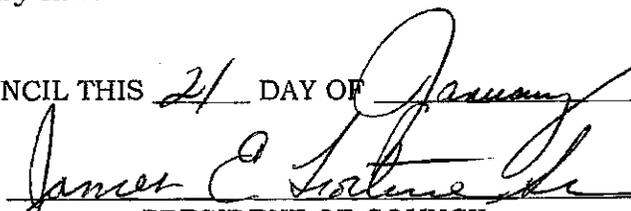


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**SECTION 4**

That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, welfare and safety, the emergency being the necessity **to appropriate funds**, as above described; and provided it receives the affirmative vote of six of the members elected to the legislative authority, it shall take effect and be in force immediately upon its passage and approval by the mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 21 DAY OF January, 2004.

  
PRESIDENT OF COUNCIL

ATTEST:  
  
CITY CLERK

APPROVED: THIS 22<sup>nd</sup> DAY OF JANUARY, 2004.

  
MAYOR

REQUEST FOR LEGISLATION

City of Youngstown, Ohio

January 12, 2004

John McNally IV, Law Director  
City of Youngstown  
26 S. Phelps Street, 4<sup>th</sup> Floor  
Youngstown, Ohio 44503

Dear Atty. McNally,

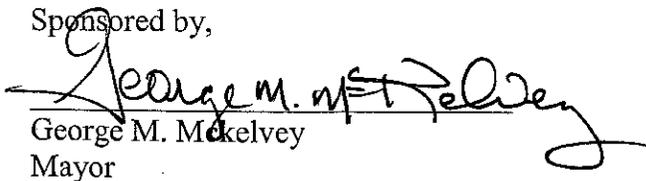
Please prepare legislation appropriating \$22,000 into org code 960214, sub. obj. 3200. The monies are available in the courts special project fund 214. The funds are needed to pay for architectural services rendered in the planning of a new court facility.

Sincerely,

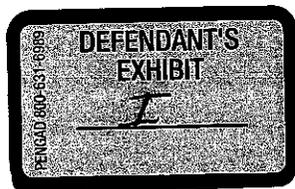


Robert A. Douglas, Jr.  
Administrative and Presiding Judge

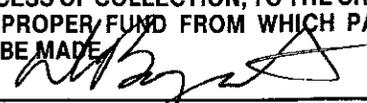
Sponsored by,



George M. McKelvey  
Mayor



IT IS HEREBY CERTIFIED THAT THE AMOUNT  
REQUIRED TO MEET THE EXPENDITURE HEREIN  
AUTHORIZED IS IN THE TREASURY, OR IN  
PROCESS OF COLLECTION, TO THE CREDIT OF  
THE PROPER FUND FROM WHICH PAYMENT  
CAN BE MADE



DIRECTOR OF FINANCE