

ORIGINAL

IN THE SUPREME COURT OF OHIO
CASE NUMBER 2009-0866

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

RELATORS

vs.

YOUNGSTOWN CITY COUNCIL, ET AL.

RESPONDENTS

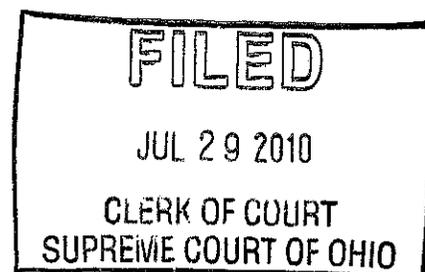
RESPONDENTS' SUBMISSION OF EVIDENCE
VOLUME FOUR

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
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 Four of the record of evidence for this case.

Respectfully submitted,


IRIS TORRES GUGLUCEALLO
LAW DIRECTOR
CITY OF YOUNGSTOWN


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 FOUR, 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 GUGLUCELLO
LAW DIRECTOR
CITY OF YOUNGSTOWN

Anthony J. Fabris

ANTHONY J. FABRIS
DEPUTY LAW DIRECTOR
CITY OF YOUNGSTOWN

RECORD OF EVIDENCE

VOLUME FOUR

EXHIBIT J - Deposition of Judge Robert A. Douglas, Jr.

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 A. DOUGLAS, JR.

DEPOSITION taken before me, Debra M. Moore, a Notary Public within and for the State of Ohio, on the 2nd Day of July, 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.

NAGY-BAKER COURT REPORTING, INC.
(330) 746-7479
(800) 964-3376

1

2

3

APPEARANCES

4

5

On Behalf of Relators:

6

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

7

8

On Behalf of Respondents:

9

10

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

11

12

13

Also Present:

14

Judge Elizabeth A. Kobly

15

16

17

18

19

20

21

22

23

24

INDEX

1
2
3 CROSS EXAMINATION BY MS. GUGLUCELLO - PAGE 5
4

5 OBJECTIONS AND MOTIONS:

6 BY MR. JUHASZ: PAGE(S) 9, 10, 12, 18, 19, 21, 25, 29, 30,
7 31, 32, 33, 34, 35, 36, 40, 41, 43, 44, 45, 46, 48, 49,
8 50, 51, 52, 53, 55, 56, 57, 59, 60, 61, 62, 66, 67, 68,
9 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 83, 84,
10 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 98, 99,
11 100, 101, 102, 103, 104, 105, 106
12

13 PLAINTIFF'S EXHIBITS INTRODUCED: NONE
14

15 DEFENDANT'S EXHIBITS INTRODUCED:

16 EXHIBIT T - PAGE 38

17 EXHIBIT U - PAGE 47

18 EXHIBIT V - PAGE 55

19 EXHIBIT W - PAGE 56

20 EXHIBIT X - PAGE 57

21 EXHIBIT Y - PAGE 58
22
23
24

1

2

3

4

STIPULATIONS

5

6

It is stipulated and agreed by and between counsel for the parties hereto that this deposition may be taken at this time, 1:00 p.m., July 2, 2010, in the offices of City of Youngstown Law Department, City Hall, 26 South Phelps Street, Youngstown, Ohio.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1 WHEREUPON,
2 JUDGE ROBERT A. DOUGLAS, JR.,
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 MS. GUGLUCELLO

10 Q Would you state your name for the record
11 and spell it for the court reporter, please?

12 A Robert A. Douglas, Jr., R-O-B-E-R-T,
13 Douglas, D-O-U-G-L-A-S.

14 Q I know that, being a Judge, you've
15 probably been in depositions before, and, you know, maybe
16 you've attended some of the ones we've taken on this
17 matter, so I don't want to go into a whole lot about what
18 the procedure is like. But please, if you don't
19 understand a question I ask, ask me to rephrase it or
20 explain it. I don't want you misunderstanding what I'm
21 asking. And you know to answer orally so that the court
22 reporter can get your answer. That's about it. Do you
23 have any questions before we get started?

24 A I don't think.

NAGY-BAKER COURT REPORTING, INC.
(330) 746-7479
(800) 964-3376

1 Q Okay. Do you presently hold elective
2 office in the City of Youngstown?

3 A Yes.

4 Q And what is that elective office?

5 A Judge, Youngstown Municipal Court.

6 Q And how long have you been a Judge with
7 the Youngstown Municipal Court?

8 A This is my 13th year, I believe.

9 Q So you would have commenced your first
10 term when?

11 A Well, I started to complete an
12 unfinished term.

13 Q Okay.

14 A And I was appointed in November 1997,
15 and I started -- my first day was December 8 or 15, I
16 think, 1997.

17 Q Okay. I'm just curious, because we've
18 seen an order put on by the three Municipal Judges in 1998
19 that had Milich -- I'm sorry, that had three different
20 Judges.

21 A Polovischak.

22 Q Yeah, Polovischak, Kerrigan and --

23 A No.

24 Q Yes.

1 A Oh, I'm sorry.

2 Q It was a plaintiff's exhibit.

3 MR. FARRIS: For the prosecutor's
4 office?

5 MS. GUGLUCELLO: Yes, for moving the
6 prosecutor's office out of the Municipal Court.

7 A I can refer to, if you wish, if you
8 like, I think I know which one you're talking about.

9 Q Uh-huh.

10 A Judge Levy.

11 Q Yes, Judge Levy, Judge Polovischak and
12 Judge Kerrigan.

13 A Correct. That was for the space that
14 was occupied by the prosecutor's office.

15 Q Yes.

16 A And the Judges then determined at that
17 time they needed the additional space, and they ordered
18 that the City provide them with that space.

19 MR. JUHASZ: It was Exhibit B or C in my
20 depositions. I think I may have given them all to the
21 court reporters.

22 MS. GUGLUCELLO: I thought you had
23 attached it to the Complaint. Can we go off the record
24 for a minute?

1 (Discussion off the record)

2 Q I apologize, Your Honor. I read that as
3 '98, and it's actually '96 that that order went out. So I
4 was thinking that you had gone on the bench sometime in
5 '99, but it was actually November 15 of 1997.

6 A Uh-huh.

7 Q Okay. When you took the bench, did you
8 find that the Municipal Court facilities were suitable and
9 adequate for the court?

10 A Not at all.

11 Q Okay. Have the conditions that led you
12 to conclude that they weren't, do those same conditions
13 exist today?

14 A For the most part, this group of Judges
15 have made some improvements, but the major, most drastic,
16 most serious inadequacies have not been addressed or
17 satisfied to date.

18 Q Okay. And the inadequacies that have
19 been brought up by the other Judges and that the other
20 witnesses have been questioned about in this matter, would
21 you agree that they include like a lack of space and
22 seating in the courtrooms, lack of jury deliberation rooms
23 and waiting areas, lack of private conference rooms for
24 the defendants and their attorneys, lack of public toilet

1 facilities, things like that?

2 A Yes, all of those, plus more.

3 Q Okay. And those still exist today;
4 correct?

5 A Yes.

6 Q Okay. And have existed since 1996?

7 A Yes. I'm sorry, I started in '97, so --

8 Q Okay.

9 A -- I can only speak from that point.

10 Q Have existed since '97. Why haven't the
11 Judges filed an order ordering that suitable court
12 facilities be provided before this time?

13 MR. JUHASZ: Objection.

14 A First, we decided to take a very planful
15 and studious approach to the problems in the court. And
16 that first step was to ask the Supreme Court to come to
17 the Youngstown Municipal Court and to do a review of the
18 entire court operations, part of which to deal with the
19 administration of the court, but also the conditions of
20 the court, and that also to lay the foundation for
21 establishing the need for adequate accommodations for the
22 court.

23 Q And that was approximately 12 years ago?

24 A Correct.

1 Q Okay.

2 A Correct. Part of that report and out of
3 that report was where the chief justice in his report made
4 a very stark and clear, in some ways damning statement of
5 the conditions of that court, comparing Youngstown
6 Municipal Court to a third world court.

7 Q Isn't that all the more reason why --
8 for a need for an order from the Municipal Court Judges
9 that suitable facilities be provided?

10 MR. JUHASZ: Objection.

11 A It may have been. It may have been.
12 The Judges chose to do -- again, take a very studious and
13 careful approach to establish the need. In my
14 understanding and my study of this subject, from an
15 administrative standpoint, it would seem more appropriate,
16 more acceptable and more prudent to clearly establish that
17 there was a need first.

18 And the step we took after that was to form a
19 committee of citizens of very prominent individuals, to
20 include the Reverend Lee, the former Judge, Appellate
21 Court Judge O'Neil, a very respected citizen, Bill Knecht,
22 who was also on the Board of Trustees of YSU. I think we
23 had the president of the Citizen League of Youngstown, a
24 couple professors from YSU, as well as a contractor. We

1 formed that committee to establish the need for the court,
2 to have them make that review and clearly establish that
3 need. So that was the first step in doing that.

4 Q Okay.

5 A But to answer your question, we didn't
6 want to do a combative approach. My experience as an
7 administrator is that you just don't, you know, go, you
8 know, headlong into a lawsuit. Lawsuits are very
9 expensive, can be very long. And, again, you need some
10 basis to establish that. So we decided to take a very
11 prudent approach and establish the need for that.

12 As well, my style as an administrator, having been an
13 administrator of a public agency eight years in one place
14 and two years in another place, you try -- and in
15 government, my experience in government is that you try to
16 seek cooperation and seek consensus, exhaust that approach
17 as long as possible. And I think the public prefers that,
18 that you try to work together and have cooperation and
19 develop consensus.

20 So to answer your question immediately, that in terms
21 of laying a foundation and style, administrative style, I
22 think a more appropriate and prudent approach was not to
23 do a lawsuit right away.

24 Q Not for 12 years?

1 MR. JUHASZ: Objection.

2 Q Correct?

3 MR. JUHASZ: Objection.

4 A Repeat the question.

5 Q You chose not to do a lawsuit for 12
6 years; is that correct?

7 A No.

8 MR. JUHASZ: Objection.

9 A No, we did not choose not to do a
10 lawsuit. We chose to exercise the approach that I just
11 mentioned, and that is to work with -- in fact, we worked
12 with two administrations, we've worked with probably two
13 sets of Council members, but the choice was not to file a
14 lawsuit. The choice was to try to do it in a cooperative
15 way and get consensus to do it.

16 Q But you were working under deplorable
17 conditions --

18 A Correct.

19 Q -- for 12 years?

20 MR. JUHASZ: Objection.

21 A Correct.

22 Q You and the other two Judges?

23 MR. JUHASZ: Objection.

24 A Correct.

1 Q Okay. When you did -- are you presently
2 the Administrative Court Judge?

3 A No.

4 Q Okay. Have you been in the past?

5 A Yes.

6 Q For what periods of time were you the
7 Administrative Court Judge?

8 A I believe early 1998 through to, I
9 believe, the end of '99, so about a two-year period
10 there --

11 Q Okay.

12 A -- I believe. And then one of the other
13 Judges, I think Judge Milich was for a year or two. I
14 became Presiding Administrative Judge again for about a
15 two-year period. And then my last term was about two
16 years, two, two-and-a-half years, which ended about
17 two-and-a-half years ago, I think.

18 Q Two-and-a-half years ago would have been
19 what?

20 A Would have been --

21 Q 2007, 2008?

22 A '8, '8, '9, probably end of '07,
23 thereabouts, I believe. I believe.

24 Q Okay. And I think Judge Kobly

1 testified -- and I don't want to put words in her mouth or
2 your mouth. Just the general idea was that the obtaining
3 of suitable court facilities became basically your mission
4 and that you basically were the one that dealt with
5 whatever needed to be done in terms of moving that process
6 along; would that be a fair statement?

7 A A fair statement, yes.

8 Q Okay. So that being a fair statement,
9 is it also a fair statement that you have a lot of
10 knowledge of what's transpired since you took office and
11 assumed that role as Administrative Judge and assumed the
12 role of getting a new court facility or better court
13 facilities as your mission, that you have an extensive
14 knowledge of what that process has been?

15 A That's a fair statement.

16 Q Okay. And can we agree that some of the
17 steps that you took and some of the steps that were
18 accomplished in the early years included the passing of
19 several ordinances to move the process along in which the
20 Council authorized the Board of Control to enter into
21 contracts for architectural designs?

22 A Yes.

23 Q And that there was a resolution passed
24 where the Council agreed that their intent or stated that

1 their intent was to allocate certain capital improvement
2 funds to get a facility built?

3 A Yes.

4 Q Okay. And you've already mentioned
5 establishing a committee?

6 A Yes.

7 Q Okay. And, also, that during those
8 early years, and specifically in 2002 when Council
9 authorized the hiring of an architect, that you were
10 involved in that process?

11 A Yes.

12 Q Okay. And can we agree that there was a
13 contract for architectural design entered between the
14 Board of Control, the City of Youngstown, and a Mr.
15 Jaminet?

16 A Yes.

17 Q Okay. And can we agree that that was in
18 2003, if you remember.

19 A I don't remember specifically, but
20 thereabouts.

21 MS. GUGLUCELLO: Okay. Do you have the
22 exhibits from yesterday? Can you hand him Exhibit E? Do
23 you need a copy, John?

24 MR. JUHASZ: Can I see that real quick?

1 Remember I told you guys about that? There's an e-mail
2 attached --

3 MR. FARRIS: I don't know if I can take
4 it off right now or have to file something. I wasn't
5 sure.

6 MR. JUHASZ: Why would you have to file
7 something? You're showing the witness an exhibit that's a
8 contract that inadvertently has an e-mail attached.

9 MR. FARRIS: Well, I mean, it had
10 already been marked and identified. I just didn't know if
11 I could take it off. I don't care if you want to take it
12 off. I just don't want to do it.

13 MR. JUHASZ: I'll do it. If the Supreme
14 Court disbars me, Judge, you're my witness that I actually
15 took something off so that the contract would be what it
16 represented itself to be. You can have the e-mail. It
17 just doesn't belong as part of that.

18 MS. GUGLUCELLO: I did remove it from
19 the copy that I have.

20 MR. JUHASZ: Okay. Well, this is the
21 one that's going to get filed, Iris.

22 MS. GUGLUCELLO: Yes. I'm sorry, I
23 thought the court reporter had removed it.

24 MR. JUHASZ: That's all right. I just

1 wanted to make sure.

2 Q Okay, Judge, I'm asking you to take a
3 look at what's been marked as Respondent's Exhibit E.
4 Have you seen that document before?

5 A I probably have. I don't remember
6 specifically when.

7 Q Okay. Well, take a moment to look it
8 over; okay?

9 A Okay, sure. I've done a cursory review.

10 Q Okay. Can we agree that that is the
11 agreement for architectural services, preliminary
12 architectural study for the construction of the Municipal
13 Court facilities that was entered into with Mr. Jaminet?

14 A It appears to me to be.

15 Q Okay. Is there any reason to believe
16 that it isn't?

17 A No.

18 Q Okay. And you were familiar with it at
19 one time?

20 A I don't know if I ever actually saw it.
21 This is a -- again, I may have. I don't know if I
22 actually saw it. This is a type of document and
23 transaction that normally is not shared with the Judges.
24 It's between -- the agreement is between the City, and

1 that is the Controlling Board executes agreements with
2 the -- with the -- the other party, so --

3 Q Yes, I know what the process is. I
4 guess my question is, since you were involved in the
5 hiring of Mr. Jaminet --

6 A The selection process.

7 Q Okay, the selection process.

8 A Not the contract, though.

9 Q So you had nothing to do with Mr.
10 Jaminet after this contract was entered into?

11 A Oh, yeah.

12 Q In either directing him in performing
13 the services that were provided for in the contract or
14 anything else?

15 A Yes.

16 Q Well, wouldn't you have had to know what
17 was in the contract in order to direct Mr. Jaminet as to
18 what he was to do?

19 MR. JUHASZ: Objection.

20 A Not necessarily.

21 MR. JUHASZ: You can answer.

22 Q Well, what was your understanding of
23 what Mr. Jaminet was supposed to do?

24 A What one of the representatives of the

1 City, Carmen Conglose, represented to me, as I think he
2 was part of doing the agreement, and what Mr. Jaminet
3 represented to me based on his entering into the contract.

4 Q And what did they represent to you?

5 A To provide services regarding the
6 construction, design, et cetera, for the court facilities.

7 Q And what were those services to be?

8 A I believe they're the ones in here.

9 Q Okay. Would you be referring to what's
10 listed in Exhibit A?

11 MR. JUHASZ: Objection. If you know.

12 A Exhibit A?

13 Q Uh-huh.

14 A This is a --

15 Q It's appended toward the back.

16 A Yes, yes.

17 Q It looks familiar now?

18 A Yes. This looks more familiar than the
19 contract itself.

20 Q Okay. All right. And that's
21 understandable, because who wants to read the -- you know,
22 the legalese in the contract? You want to get to what's
23 provided for in the contract that people are to do; right?

24 A Yes.

- 1 Q Okay. To your knowledge, did Mr.
2 Jaminet meet with the courts and Police Department groups?
- 3 A Yes.
- 4 Q Okay. That's -- I'm sorry, that would
5 be what's provided in Section A of the Exhibit A?
- 6 A Yes.
- 7 Q Exhibit B says meet with court facility
8 planning group. Did Mr. Jaminet do that?
- 9 A Yes.
- 10 Q Okay. In Section B of the contract,
11 under 4, submit draft of POR for approval or comment. And
12 if you'll -- I'm sorry, and if you'll refer back to
13 Subsection 3, a POR is a Program of Requirements.
- 14 A Okay.
- 15 Q Okay? Did Mr. Jaminet do that?
- 16 A Yes.
- 17 Q Okay. Did Mr. Jaminet prepare a draft
18 of a POR which included the following, square footage
19 required for each space, I'm sorry, for the -- under B,
20 meet with the court facility planning group. Okay. Did
21 he prepare a Program of Requirements that included square
22 footage required for each space?
- 23 A Yes.
- 24 Q Adjacencies of one space to another?

1 A Yes.

2 Q Recommended construction type?

3 A Yes.

4 Q Recommended HVAC, plumbing, electrical,
5 data, security, and sound systems?

6 A I don't think at that stage.

7 Q But later on?

8 A But later on he did, yes.

9 Q Provide room data sheet for each space?

10 A Yes.

11 Q Prepare an outline specification?

12 A Yes.

13 Q And provide a statement of probable
14 construction costs?

15 A Yes.

16 Q And can we agree that at some time
17 during this process -- and I don't know how early on,
18 maybe you can tell me. Did at some time during this
19 process the aim to include the Police Department with the
20 new court facility that was being planned get postponed,
21 or was there a change of mind as to whether that was going
22 to be done at that time?

23 MR. JUHASZ: Objection. You can answer.

24 A There were -- I think you have two

1 questions there --

2 Q Okay.

3 A -- sounds to me. One, initially to have
4 a joint facility or contiguous, something of that nature,
5 yes, in the planning process.

6 Q Okay.

7 A As to whether that got bifurcated at
8 some point, the answer to that question is yes also.

9 Q Okay. So we can agree that probably Mr.
10 Jaminet didn't get too far with anything to do with the
11 Police Department?

12 A That's correct. It got -- it was
13 included, at least space and adjacency to the court
14 facility, in one of his proposals or drawings for one of
15 the sites, in particular the Wood Street/Fifth Avenue
16 site. That site -- it was planned that that site would
17 accommodate the court facility. And on close properties
18 adjacent to Police Department and when that was proposed,
19 that's when the bifurcation came in that that would be
20 Phase 2.

21 Q Okay.

22 A That court facility would be Phase 1.

23 Q Okay. Now, turn to the next page on
24 Part II, analyze potential building sites.

- 1 A Yes.
- 2 Q Did he do that?
- 3 A Yes.
- 4 Q Part III, present Program of
5 Requirements, did he do that?
- 6 A Yes, I believe so, yes.
- 7 Q Okay. Schematic design, did he do that
8 for the Municipal Court building?
- 9 A Yes.
- 10 Q Okay. Do you know when he did that, do
11 you remember?
- 12 A And just for purposes of discussion,
13 schematic meaning like a floor plan --
- 14 Q Yes.
- 15 A -- and land aspect?
- 16 Q Uh-huh.
- 17 A I think the -- it came -- it was a very
18 exhaustive process. If you notice, potential building
19 sites, that was an exhaustive process. So there were
20 about eight to ten sites that were scrutinized very
21 carefully, and only after making a determination as to
22 which one would be the best or some consensus as to what
23 should be considered did we get any type of schematics.
24 Well, really, we really didn't get any schematics until

1 probably the Masters Block.

2 Q Okay. I can probably help you out with
3 that.

4 A And I'm saying -- I'm making that
5 distinction because he did some -- the Wood Street --
6 there was a plan, a land plan, you know, the court would
7 be here, the Police Department would be here, second
8 facility, and part of that plan was that it was contiguous
9 to the jail and there would be a tunnel. But he didn't
10 get into any floor plans at all. We never got to that
11 stage, schematics, as I understand.

12 Q Okay. I can probably help you out here.

13 A Sure.

14 MR. JUHASZ: Here's some extra copies.
15 I don't know what they are, but there were some documents
16 sitting over here in front of me. Looks like extra copies
17 of stuff. I don't know if it's in there.

18 MR. FARRIS: I believe it is K.

19 MS. GUGLUCELLO: Yeah. That's why I
20 didn't have the copies.

21 Q I'm going to hand you what's been marked
22 as Exhibit K. Would you take a minute to just read that
23 document?

24 A Yes. This specifically addresses what I

1 just said.

2 Q Okay. And I just wanted to help you out
3 here. We can agree that it was sometime in 2006 that Mr.
4 Jaminet completed the schematic drawings?

5 A Yes.

6 Q Do you know -- I'm sorry. If you
7 recall, do you recall whether there was any authorization
8 for expenditure of funds to pay Mr. Jaminet in 2006?

9 A I don't know.

10 Q Okay. Do you know whether or not Mr.
11 Jaminet has been paid for his services?

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

14 THE WITNESS: I can answer?

15 MR. JUHASZ: Yes.

16 A No, I don't know for sure. I believe he
17 has, based on some conversations.

18 Q So to your knowledge, Mr. Jaminet has no
19 services for which he would expect payment in the future?

20 MR. JUHASZ: Objection.

21 A I don't know about that, anything like
22 that.

23 Q Okay. Now, you were Administrative
24 Judge, right, and you have been Administrative Judge at

1 various points during your tenure as a Municipal Court
2 Judge. If there are payments to be made out of the court
3 facility fund, would the court issue an invoice?

4 A Let me say this. To my -- that's a
5 tough question, because the only expenditures out of that
6 fund that the court authorized, I can't recall -- of late
7 in the last couple years or something for -- huh, that
8 fund -- in fact, I was Administrative Judge, Presiding
9 Judge when that fund was created. It was a special
10 projects fund specifically for the construction of a court
11 facility, and specifically for that, and couldn't be used
12 for anything else. And we've never really used any monies
13 out of that -- out of that fund.

14 Of late, I think when the court was attempting to
15 hire counsel and/or -- now, some of those -- I don't know
16 what the finances are. I don't know whether the finance
17 director paid out of that special fund for the architect
18 or anybody else or anything else. I don't ever -- I don't
19 recall being a part of any financial transactions
20 regarding that fund. I'm not saying that there were not,
21 but I really can't truthfully, you know, say that I know
22 or recall for sure.

23 Q Going back to Mr. Jaminet's contract,
24 then, Part IV, the schematic designs, is the last item

1 indicated in that Exhibit A, is it not?

2 A Right, right.

3 Q And he did, in fact, submit that
4 schematic drawing; correct?

5 A Right.

6 Q Okay. And that schematic drawing was of
7 the Masters Block?

8 A Right.

9 Q Okay. And during the time that this
10 contract was in effect and that Mr. Jaminet was working
11 under the terms of this contract, can we agree that Mr.
12 Jaminet was locating a site for new construction?

13 A Yes.

14 Q Okay. And that the eight sites that he
15 reported on were, in fact, sites that were meant for new
16 construction, and by that I mean even if there were
17 buildings existing on them, the plan was to demolish those
18 buildings and put up a new building?

19 A No, you got to clarify that question.

20 Q Okay.

21 A But no, because one of the sites always
22 was -- from the beginning was the Annex as one of those
23 eight sites.

24 Q Okay.

1 A I think it was eight, eight,
2 thereabouts. And that was a renovation.

3 Q I'm handing you what's been marked as
4 Respondent's Exhibit J. Would you take a look at that
5 document?

6 A I'm fairly familiar with this.

7 Q Okay. Can you tell us what it is then?

8 A Preliminary architectural study, needs
9 assessment, Youngstown Municipal Court and Police
10 Department, summary of spaces needed, adjacencies, just
11 generally as to how the adjacencies, relationship in terms
12 of space and contiguous location, and then lastly here,
13 Police Department space requirements.

14 Q Okay. Can we agree that it is a report
15 from Mr. Jaminet reporting on what he has done in terms of
16 making plans and choosing sites or at least giving his
17 analysis of the different sites that he looked at?

18 A More in particular, the needs, what was
19 needed by --

20 Q Okay.

21 A What was needed, and it was included.
22 And then also the --

23 Q But it also included a site
24 evaluation --

1 A Correct.

2 Q -- matrix?

3 A Correct, yes, yes.

4 Q And two pages from the back, I believe,
5 is where the site evaluation matrix is located.

6 A Yes.

7 Q Can you tell me where the Annex building
8 appears there?

9 MR. JUHASZ: Objection.

10 A I don't think it's on here. Front and
11 Phelps -- Front and Phelps is this building, I believe, is
12 it?

13 Q Uh-huh.

14 A Right. Federal Plaza Master Block,
15 Federal Plaza West.

16 MR. JUHASZ: No, this is Boardman and
17 Phelps, Judge.

18 A Front and Phelps is the Annex. That's
19 Front Street over here, isn't it? Is this Front Street
20 over here?

21 MR. JUHASZ: Yeah.

22 MS. GUGLUCELLO: This is Front Street.

23 A And this is Phelps. Phelps runs into
24 Front, and it's the southeast corner.

1 Q Okay.

2 A So it's that one.

3 Q Are you sure of that?

4 A I'm pretty certain.

5 Q Okay.

6 A I mean, I'm pretty certain, and that
7 designation is -- and I think, if I look through the
8 analysis here, it also appears to be -- yeah, Front Street
9 and Phelps.

10 Q Okay. Take a look, then, at the second
11 page of Appendix A. And under site, Front and Phelps
12 Street, would you look down at the total numeric scores?

13 MR. JUHASZ: Objection.

14 A 177.

15 Q Yes. And what was the Masters Block
16 numerical score?

17 MR. JUHASZ: Objection.

18 A 147.

19 Q Let's go through the sites, okay. Site
20 1 was Front Street and Phelps, and that got 177; would
21 that be correct?

22 MR. JUHASZ: Objection. You can answer.

23 A Yes.

24 Q Site 2 was the Federal Masters Block,

1 and that got 147?

2 MR. JUHASZ: Objection. You can answer.

3 A Yes.

4 Q Site 3, Federal Plaza West, and that was
5 147?

6 MR. JUHASZ: Objection. You can answer.

7 A Yes.

8 Q Site 4, East Boardman and Champion
9 Street, 150?

10 MR. JUHASZ: Objection. You can answer.

11 A Yes.

12 Q Okay. Site 5, southeast corner of West
13 Wood Street and it looks like Fifth, that was 174?

14 MR. JUHASZ: Objection. You can answer.

15 A Yes.

16 Q West Wood and Hazel was 162; would you
17 agree to that?

18 MR. JUHASZ: Objection. You may answer.

19 A Yes.

20 Q Site No. 7 was northwest corner of Wood
21 Street and Fifth, and that was 183; correct?

22 MR. JUHASZ: Objection. You may answer.

23 A Yes.

24 Q And Site 8, Wood Street and Elm, was

1 132?

2 MR. JUHASZ: Objection. You can answer.

3 A Yes.

4 Q Okay. Could we agree, then, that the
5 Front Street and Phelps site, the Annex building, scored
6 177 points and that that was the second highest scoring
7 site in the site evaluation matrix?

8 MR. JUHASZ: Objection. You can answer.

9 A Yes.

10 Q Okay. And that it differed by 30 points
11 from the evaluation matrix for the Masters Block?

12 MR. JUHASZ: Objection. You can answer.

13 Q Is that correct?

14 A The difference between Phelps and
15 Masters, yes, 30 points.

16 Q Thirty points, okay. Thank you. Was
17 the Annex considered, then, as a possible site for this?
18 And why wasn't it adequate if it got such a high site
19 appraisal?

20 MR. JUHASZ: Objection. If you can
21 answer two questions at once, you can answer.

22 A It was considered.

23 Q Okay.

24 A Why it was not selected at that time,

1 was that your second question?

2 Q Yes.

3 A If I recall correctly, probably it was
4 mostly the cost. I think Council was afraid of it due to
5 the unknowns regarding asbestos, and I think generally
6 that's -- and also when some numbers were tossed around
7 about the potential cost of asbestos and renovating and so
8 forth, it was quickly determined, I believe, that the
9 thinking was why not build new if it's going to cost that
10 much to renovate.

11 Q So some preliminary study was done and
12 determined that it would be more costly to renovate the
13 Annex building than to build a new building on the Masters
14 Block?

15 MR. JUHASZ: Objection. You can answer.

16 A No, to answer your question, no, it was
17 different.

18 Q Okay. Thank you. Now, how far had this
19 process gotten by 2006, when Mayor Jay Williams took
20 over --

21 MR. JUHASZ: Objection. You can answer.

22 Q -- as Mayor?

23 A I believe we were strongly considering
24 the Wood Street/Fifth Avenue location.

1 Q Okay.

2 A I believe that's where we were when he
3 took over.

4 Q I guess what I -- maybe you didn't
5 understand my question. Let me rephrase it. To that
6 point, there had been ordinances passed, there had been a
7 contract entered into with Mr. Jaminet, there had been a
8 report received from Mr. Jaminet as to various needs of
9 the court and site selection, evaluation. Had there been
10 any other tangible action to move the process along?

11 MR. JUHASZ: Objection. Hold on a
12 second. First of all, it's unclear, are you asking him
13 now when Mayor Williams took office? And if you are, it's
14 not in your question or in this deposition when that was,
15 and you're asking him whether a whole series of things --

16 Q Judge Douglas, do you know when Mayor
17 Williams took office?

18 A '06.

19 Q Would that be January of '06?

20 A Yes.

21 Q Now, in January of '06, how far had this
22 process gone in terms of tangible action? And I just
23 outlined that the things that had been done to that point
24 that you have testified to here and that I know about. Is

1 there anything else that had taken place?

2 MR. JUHASZ: Objection. You can answer
3 if you know.

4 A I can't answer that clearly and
5 specifically. I would have to review. That's four years
6 ago. I'd have to review some documents before I can
7 answer that question. And your tangible actions statement
8 or term is quite broad, and I don't know if I can answer
9 that accurately. I really don't.

10 Q Anything else that you can think of by
11 January 1, 2006, that was more than just discussion as to
12 the best site or where the court should be located?

13 MR. JUHASZ: Objection. You can answer.

14 A Again, that's very fuzzy. A lot was
15 going on, and, again, I can't -- I can't fully relate to
16 the term tangible actions. I had -- and if you're saying
17 tangible, if you're saying tangible is legislative action,
18 resolutions or ordinances --

19 Q Had there been any more legislative
20 action that you know of?

21 A At that time I don't think. I don't
22 think.

23 Q Had there been any money allocated to
24 the project that you were aware of?

1 MR. JUHASZ: Objection. You may answer.

2 A No, no, I'm not aware. I don't recall
3 any.

4 Q Okay. Now, did you discuss this project
5 with Jay Williams when he took office?

6 A Yes.

7 Q And when was the first time you did
8 that, if you can recall?

9 A I can't recall the first time.

10 Q But you did have some discussions with
11 him?

12 A Yes, for sure.

13 Q And can you tell me what those
14 discussions were about?

15 A Yes. First of all, about the need and
16 bringing him up to date, and I don't know when that
17 happened, but -- and some history on it. I believe we
18 have -- we had -- we had moved beyond the Wood/Fifth
19 Avenue property. Again, there was always a question of
20 money. One of the big issues up there was the need for
21 property acquisition. And one of the considerations and
22 strong factors that we've kept, the Judges, myself in
23 particular, to be very prudent about this, very
24 conservative about this, not to spend any money that we

1 didn't have to.

2 So given that, some properties would have had to be
3 purchased up there and some demolition. I do recall, I
4 remember the owners -- I even had contact with some of the
5 property owners up there, three different ones I know for
6 sure, but there were several, several properties that
7 needed to be purchased, which increased the total cost of
8 the project.

9 And, again, we've always taken a prudent approach
10 with this, and if that was going to be additional cost, we
11 backed off of that. And the focus from that point, and
12 again, beginning with the Mayor, was to look for
13 properties that the City owned, to focus on properties
14 that the City owned. And that, in particular, is how we
15 began focusing in on the Masters Block.

16 Although the buildings were still there, the City --
17 those properties were under the auspices of CIC. There
18 was progress after that discussion once we, again, focused
19 in on property that the City owned, which would reduce the
20 cost of the total project, and discussions with the Mayor.
21 I even went to a meeting with CIC, and I think they were
22 about to tear down or was going to be torn down, and they
23 agreed to designate that property, give the courts the
24 first right of refusal on it. They did it in their

1 minutes. The Mayor spoke about it. The Mayor was very
2 supportive of it.

3 And shortly after that, I will say to you that there
4 was great consensus on this project for the Masters Block.
5 Council -- it was okay with Council, the first ward
6 Councilmen, Building and Grounds Committee, CIC, the
7 Mayor, the Judges, clerk of courts, all of the parties
8 pretty much that were involved in it, we were in pretty
9 much consensus that the Masters Block would work, and
10 again, in particular because the City owned the property,
11 wouldn't have to purchase it, and the footprint, as the
12 architect calls it, the land, was about enough, not quite,
13 but about enough. It did influence, you know, how many
14 stories it would be because it was X amount of space.

15 Q Thank you.

16 A I hope that answers your question.

17 Q Yes, it does.

18 MS. GUGLUCELLO: Would you mark this as
19 Respondent's Exhibit whatever letter we're on?

20 (Whereupon Defendant's Exhibit T was marked.)

21 Q Showing you a document that's been
22 marked as Respondent's Exhibit T, would you take a minute
23 to look it over? Have you ever seen this document before?

24 A Let me finish looking at it.

1 Q Okay.

2 A I believe so.

3 Q And can we agree that it is a letter
4 dated March 20, 2006, from Carmen -- I'm sorry, from
5 Raymond Jaminet to Carmen Conglose?

6 A Yes.

7 Q And do you know who Carmen Conglose is?

8 A Yes.

9 Q Who is he?

10 A He was the City engineer or some term
11 like that at that time.

12 Q Okay. At that time. You're aware that
13 he was the City engineer at that time?

14 A Yes.

15 Q Okay. And you note that there's a cc to
16 Judge Robert Douglas --

17 A Yes.

18 Q -- Jr., on the bottom, so apparently you
19 received this letter at the time?

20 A Yes.

21 Q Okay. And can we agree that this letter
22 included site plans and proposed budgets for two primary
23 sites selected for the proposed City of Youngstown
24 Municipal Court building?

1 A The Fifth Avenue and Wood Street site
2 and then the Federal Plaza site.

3 Q Is the Federal Plaza site what we're
4 referring to as the Masters Block?

5 A Probably, yes, I believe. I believe.

6 Q Okay. Thank you. And the Fifth Avenue
7 and Wood Street site, the total budget for that site on
8 Page 2, would you agree that it says \$9,375,416?

9 A Yes.

10 Q Okay. And the second site, the Federal
11 Street site that we've agreed is the Masters Block site --

12 A Yes.

13 Q -- that the total budget for that site
14 was \$7,849,274?

15 A Yes.

16 Q Okay. And that was the proposed budget
17 submitted by Mr. Jaminet to Carmen Conglose on March 20,
18 2006?

19 MR. JUHASZ: Objection. You can answer
20 if you know.

21 A Yes.

22 Q Okay. You said you had reached
23 consensus with a lot of people. Was the Mayor confident
24 that that building could be built for that amount?

1 MR. JUHASZ: Objection. You can answer
2 if you know what the Mayor was thinking.

3 Q If you know. Did he ever bring up the
4 issue with you?

5 MR. JUHASZ: If you know what the Mayor
6 was thinking or if he told you, you can answer.

7 Q Did he ever bring up the issue with --

8 MS. GUGLUCELLO: I can ask the question.
9 If you want to object, I'll rephrase it.

10 MR. JUHASZ: I object.

11 MS. GUGLUCELLO: Thank you.

12 Q Did the Mayor ever bring up any concerns
13 that he had about the costs reflected in Mr. Jaminet's
14 proposed cost for the Masters building site?

15 A What the Mayor -- once Mr. Jaminet
16 provided the schematic drawings, he did a facial view of
17 the Masters Block building, the floor plans, the next
18 step -- and it was acceptable, and, in fact, I met with
19 the Mayor. I took the drawings down in his office. I
20 showed them to him. No great objections at that time.

21 So with the consensus, the next step would have been
22 to do the construction drawings. I prepared a letter to
23 the Controlling Board to initiate the preparing of the
24 construction documents by Mr. Jaminet, asking the Mayor,

1 based on the previous Councilmanic authorizations, to
2 enter into a contract to get those drawings. And his
3 concern came when, after the Controlling Board did not
4 execute that agreement, I contacted the Mayor.

5 And the Mayor and I had a very long, very long
6 conversation about the project and paying for it, the cost
7 of the project and how it could be paid for and, you know,
8 capital improvement monies for special project funds. And
9 at the end of that long conversation, the Mayor said about
10 the Masters Block property -- in fact, he pointed to the
11 picture up on the wall that I had there. He said it is
12 reasonable. He said that, yes, the City could pay for it,
13 could float bonds and pay for it, but that he would not do
14 it because he did not want to trade off the projects that
15 he needed to do it and that if the Judges forced him to do
16 it, he would say that we are forcing him to lay off police
17 and fire.

18 Q Okay. I want to show you what's been
19 marked already, I believe, yes, as Respondent's Exhibit D.

20 MR. JUHASZ: D, as in dog?

21 MS. GUGLUCELLO: D, as in dog.

22 Q Would you take a minute to read that
23 document over, please?

24 A Very well.

1 Q Have you ever seen that document before?

2 A I have not.

3 Q Do you know who Reid Dulberger is?

4 A Yes, I do. He was -- at this time or at
5 some point around here, he was either the executive for
6 the CIC -- I know he was very prominent with the Chamber
7 of Commerce. And yes, I do remember him.

8 Q Okay. And you have stated before during
9 your testimony that the CIC owned the Masters Block?

10 A Correct.

11 Q You've had the opportunity to read the
12 first page of Exhibit D right now; correct?

13 A Yeah, I have. I'll say, though, it's
14 quite detailed, quite a few numbers in here.

15 Q Well, I don't want to go into detail.

16 A Okay, very well.

17 Q But does it suggest to you that there is
18 a concern on the City's part, the City administration, as
19 to the cost of the Masters project when compared with what
20 Mr. Reid sent them and the exhibit -- the cost that Mr.
21 Jaminet estimates in Exhibit T?

22 MR. JUHASZ: Objection. If you possibly
23 could know what the City's thinking, go ahead and answer
24 that.

1 A I don't know.

2 Q I'm not asking you what the City's
3 thinking. I'm asking you does that letter suggest that
4 there were concerns on the City's part?

5 MR. JUHASZ: That's different from what
6 they're thinking? I still object.

7 A I have to say I really don't know. And
8 I really don't know. I can't -- I have an opinion as to
9 what this is all about. My opinion is --

10 Q I haven't asked for your opinion, thank
11 you.

12 A Okay. Very well. Well, you asked me
13 what they were thinking, but it appears to me that --

14 Q No.

15 A Okay.

16 Q I've got no question pending.

17 A Sure.

18 Q All right. I've handed you what's been
19 marked as Respondent's Exhibit G. Would you take a look
20 at that document?

21 A I've reviewed it.

22 Q Okay. Can you tell me what it is? Is
23 it a letter directed to you from Mr. Jaminet?

24 A Yes, it is.

1 Q And is it dated June 6?

2 A Statement of -- yes, June 6, 2006.

3 Q Okay. And is Carmen Conglose copied on
4 that letter?

5 A Yes.

6 Q Okay. And you recognize it, you've seen
7 it before?

8 A Yes.

9 Q And you're familiar with its contents?

10 A Yes.

11 Q Okay. Can you answer for me if, as you
12 have stated, there was a consensus among everybody and
13 everybody was pleased at the selection of the Masters
14 Block as the site for the new court and on proceeding with
15 building a new court at the Masters site, why on June 6 of
16 2006 Mr. Jaminet would have been writing you a report of
17 his evaluation of the Annex building in terms of
18 renovating it for use as a court facility?

19 MR. JUHASZ: Objection. You can answer.

20 A Well, it was very clear that the Mayor
21 and the finance director were not going to find monies for
22 a new facility. And I believe, and I'm not certain --

23 Q So can we agree that the Mayor and the
24 finance director were not happy with the plan or at least

1 not part of that consensus?

2 MR. JUHASZ: Objection.

3 A They were not happy -- they didn't want
4 to spend the money.

5 Q Okay.

6 A They refused to spend the money. They
7 said it would bankrupt the City and that the money wasn't
8 there. That's basically -- and I don't think it was about
9 the plans. The schematics -- and as I said to you, the
10 Mayor said to me directly -- looked at the plans and said
11 they were reasonable, everything was reasonable.

12 Q Okay. And did the Mayor make any effort
13 to express to you that he wanted the plans reviewed to see
14 if they could be made more cost effective?

15 MR. JUHASZ: Objection. You can answer.

16 A Not to me directly, but indirectly he
17 and whomever else hired another architect to find ways
18 to -- my expression would be do it on the cheap, but to
19 cut costs at the expense of safety, design. That was
20 evident in the bringing on the new architect, who wasn't
21 with us from the beginning. But that was -- it appeared
22 to me that was the purpose.

23 Q Okay. Did you agree that another
24 architect could be brought on to review Mr. Jaminet's

1 plans?

2 A Absolutely not.

3 Q Never?

4 A Never.

5 (Whereupon Defendant's Exhibit U was marked.)

6 Q Handing you what's been marked as
7 Respondent's Exhibit U, take a look at that document. Do
8 you recognize it?

9 A Yes, I do.

10 Q Okay. Can we agree that it is a letter
11 written to Mayor Jay Williams by yourself?

12 A Right.

13 Q Okay. And can we agree that on the
14 second paragraph of that letter, you state, "We are not
15 opposed to another representative, in addition to Carmen
16 Conglose, with the type of expertise you cite. Hopefully
17 that person would come with an open mind without any
18 preconceived notions as to what this project ought to be.
19 As well, that person respects the court's ability to
20 determine its own needs and the seven-year knowledge base
21 resulting from very thoughtful community, professional and
22 user input"?

23 A Yes.

24 Q So you knew there was a representative

1 from the City that was going to work on the project --

2 A Yes.

3 Q -- to evaluate and to --

4 A I did not agree, but I knew, yes.

5 Q Were not opposed is not an agreement?

6 A What could I say? That's what the City
7 wanted.

8 Q Okay. But we are not opposed --

9 A I did not agree, clearly did not agree.

10 Q In your estimation, we are not opposed
11 is not an agreement?

12 MR. JUHASZ: Objection.

13 A In my estimation, in this particular
14 situation, I did not agree. I made that statement but
15 clearly did not agree. And if you look at my language
16 there, it was kind of an insult, really, and I said that
17 person respects the court's ability to determine its own
18 needs. We had determined what we needed. And, again,
19 bringing somebody else in to determine -- make some
20 redetermination as to what we needed with our own
21 architect, that was the intent and the interpretation of
22 that language. Again, we had seven years knowledge based
23 on the very thoughtful community, professional and other
24 user output, and if the City wanted to bring somebody in,

1 you know, did not agree, but how could I oppose it?
2 That's what the City wanted to do, and they did it.

3 Q But you were not opposed?

4 MR. JUHASZ: Objection.

5 A That's my statement.

6 Q Okay. Thank you. Now, was that
7 individual that was brought in by the City, was that Mr.
8 Strollo?

9 A Yes.

10 Q Okay. Now, do you know whether Mr.
11 Strollo ever met with Mr. Jaminet?

12 MR. JUHASZ: Objection. If you know.

13 THE WITNESS: Can I answer?

14 MR. JUHASZ: Yeah, you can answer if you
15 know, yeah.

16 A I don't know for sure, but I believe he
17 did, based on communications with Mr. Jaminet.

18 Q Okay. Do you know, did Mr. Strollo ever
19 meet with you?

20 A Individually?

21 Q At any time.

22 A Well, I interpret your question that he
23 met with me. If you're asking me if he met with me
24 individually, he did not.

1 Q Did he meet with you in a group?

2 A Not with me. He met -- he was a part of
3 a group.

4 Q Okay. Who was included in that group?

5 A Carmen Conglose, Ray Jaminet, Sean
6 McKinney, Strollo, Sarah Brown-Clark. I believe those are
7 the ones I recall.

8 Q Do you know whether or not Mr. Jaminet
9 ever shared any of his plan designs or information that he
10 had gotten from you as to what the court's needs were with
11 Mr. Strollo?

12 MR. JUHASZ: Objection.

13 Q If you know?

14 A I don't know whether it was done on an
15 individual level, but in that meeting that I'm referring
16 to, Mr. Jaminet did share the drawings with everybody.

17 Q Okay. And you were familiar with Mr.
18 Jaminet's designs and schematic drawings for the Masters
19 Block?

20 A Yes.

21 Q And that plan included courtrooms,
22 offices, jury rooms, public areas with square footage;
23 correct?

24 A Yes.

1 Q Were you satisfied with that plan?

2 A Yes.

3 Q The Masters plan?

4 A Yes.

5 Q You were satisfied as to the square
6 footage in that plan?

7 A Yes.

8 Q Were you aware that Mr. Jaminet provided
9 Mr. Strollo with his designs for the Masters Block new
10 court facility?

11 MR. JUHASZ: Objection. If you know.

12 A I think he did. I think in
13 conversation, I believe there was some conversation, some
14 sharing. I believe that occurred.

15 Q Okay. Did Mr. Strollo or anybody else
16 ever indicate to you that Mr. Strollo worked off of Mr.
17 Jaminet's design for the Masters Block facility to
18 determine what offices were needed and how to size them
19 for his design of the renovation of the Annex building?

20 MR. JUHASZ: Objection.

21 A I don't know that.

22 Q You don't know that? Nobody ever told
23 you that?

24 A No, not that I recall, no.

1 Q But assuming that the offices he
2 included and the size of those offices mirrored what was
3 in the Masters Block plans, you would agree, then, that
4 they were suitable?

5 MR. JUHASZ: Objection.

6 A No, no. No, because the Masters Block
7 was a new construction built, you know, in that space
8 to -- brand new to the specifications and the needs and
9 standards that we needed. You have a whole different -- a
10 whole different ball game in an existing facility, and
11 generally and in particular, the Annex itself, just a
12 whole different ball game. So they're not transferable.

13 Q But you were satisfied with the Masters
14 Block plans, the offices that it included, and the areas
15 that it included and the sizes of those areas?

16 MR. JUHASZ: Objection.

17 A Among other things, particularly the key
18 to a court facility, no matter -- in a trial court, lower
19 jurisdiction court, you must have separation. It is an
20 absolute, absolute necessity. Separation of the public,
21 Judges and administration, and prisoners. It is a key,
22 key function.

23 Q Okay. That's not my question. My
24 question was, were you satisfied with the offices and the

1 space and their size, not whether they were separated one
2 space from another, but simply the offices that were
3 included in the plan and their size?

4 A Yes.

5 MR. JUHASZ: Objection. You can answer.

6 Q Thank you. Now, you indicated that you
7 had requested -- and correct me if I phrase this wrong,
8 okay, because I don't want to put words in your mouth, but
9 there was a time when you wanted an ordinance passed to
10 allow you to spend money from the court facility fund to
11 proceed with construction drawings; would that be a fair
12 statement?

13 A No.

14 Q Okay. What did you ask the Mayor for?

15 A We were asking the Mayor -- well, more
16 specifically asking the Controlling Board --

17 Q Okay.

18 A -- to execute an agreement with Ray
19 Jaminet, the architect, based on the authority of previous
20 ordinances or resolutions passed by City Council to enter
21 into an agreement to proceed with the construction
22 drawings for the Masters Block --

23 Q Okay.

24 A -- using court facility special project

1 funds.

2 Q Okay. But the contract that would be
3 entered into would be with an architect to do the
4 construction drawings?

5 A Yes.

6 Q Okay. And was there an estimated cost
7 of what those construction drawings would be?

8 A Yes.

9 Q Okay. And how much was that?

10 A I believe, if I recall correctly,
11 497,000, thereabouts, something like that.

12 Q And did you get the agreement you
13 requested?

14 A No.

15 Q Was there any explanation provided to
16 you why that agreement was not entered into?

17 A I can only say to you that in my
18 conversation with the finance director and/or the Mayor,
19 the Mayor was out of town when I learned that it was not
20 on their agenda, that there was no need to expend those
21 monies from the court's special projects funds, given that
22 the building wasn't going to be built anyhow because the
23 City doesn't have the money.

24 MS. GUGLUCELLO: And I know this hasn't

1 been marked as an exhibit before, has it?

2 MR. FARRIS: I do not believe so.

3 MS. GUGLUCELLO: I should have another
4 copy here, but I don't. Can we take a short break?

5 MR. JUHASZ: Sure.

6 (A recess was taken)

7 Q Okay. When we went off the record,
8 Judge, I think I had just -- was just about to hand you --
9 no, I was about to hand to the court reporter --

10 MS. GUGLUCELLO: Could you mark this
11 Respondent's Exhibit V, I think it is?

12 (Whereupon Defendant's Exhibit V was marked.)

13 Q Okay, Judge, I'm handing you what's been
14 marked as Respondent's Exhibit V. Would you take a look
15 at that document, please?

16 A Okay.

17 Q Could we agree that the Mayor expressed
18 that you and he differed greatly as to the prudence of
19 expending such a large sum of public money prior to
20 determining how the project would ultimately be financed?

21 MR. JUHASZ: Objection. You can answer.

22 A That was his concern.

23 Q Okay. And he expressed that concern to
24 you?

1 MR. JUHASZ: Objection. You can answer
2 if you know.

3 A In this letter, you're referring?

4 Q Uh-huh.

5 A Yes.

6 Q I'm not trying to trick you.

7 A Okay.

8 Q Okay. And in that letter, did he also
9 indicate he was going to have a financial study done of
10 how the City could finance the project?

11 A Yes.

12 Q Okay.

13 (Whereupon Defendant's Exhibit W was marked.)

14 Q Judge, did you feel that the Mayor's
15 concerns about financing the project were legitimate?

16 MR. JUHASZ: Objection.

17 A No.

18 MR. JUHASZ: You can answer.

19 Q Okay. Handing you what's been marked as
20 Respondent's Exhibit W, do you recognize that document?

21 A I believe.

22 Q Okay. Can we agree that it's a letter
23 to you from the Mayor basically referring to the fact that
24 he is providing you with a copy of the financial

1 analysis --

2 A Yes.

3 Q -- that he referred to in his earlier
4 letter?

5 MR. JUHASZ: Objection. You can answer.

6 A Yes.

7 MS. GUGLUCELLO: Would you mark this as
8 Respondent's Exhibit X?

9 (Whereupon Defendant's Exhibit X was marked.)

10 Q Would you take a look at the document
11 that's been marked as Respondent's Exhibit X?

12 A I've reviewed this.

13 Q Okay. So you recognize the document?

14 A Yes.

15 Q And it is, in fact, the Municipal Court
16 Facility Financial Analysis?

17 A Yes.

18 Q Dated March 20, 2008?

19 A Yes.

20 Q Okay. And you did receive a copy of it?

21 A Yes.

22 Q And you did review it?

23 A Yes.

24 Q After receiving that financial analysis,

1 sometime after receiving that financial analysis, did you
2 contact the Supreme Court of Ohio?

3 A I don't recall. I may have. By letter?

4 Q Yes.

5 A I did write a letter. I don't know
6 whether it was after this. It might have been after this,
7 but if the date is after that, yes.

8 Q Okay. So would July 1, 2008, ring a
9 bell as the date that you sent a letter to the Supreme
10 Court?

11 A Not -- do you have it with you?

12 Q Yes, I do. Hold on.

13 A I'll acknowledge that. I do recall
14 sending a letter.

15 (Whereupon Defendant's Exhibit Y was marked.)

16 Q I've handed you a copy of Respondent's
17 Exhibit Y. Do you recognize that document?

18 A Yes, I do.

19 Q Okay. And was it a letter that you
20 wrote to the Supreme Court dated July 1, 2008?

21 A Yes.

22 Q And I don't want to go into great detail
23 in the letter, but just did you request that the Supreme
24 Court come down and meet with you and City officials and

1 intervene in trying to resolve the dispute about the
2 financing of the --

3 MR. JUHASZ: Objection. You can answer.

4 A And in particular -- I'm reading, in
5 particular, we are again requesting your leadership and
6 assistance with the most daunting and critical
7 recommendation, and I was referring to the recommendation
8 that the Chief Justice had made that we needed adequate
9 facilities. That, sadly, remains unfulfilled.

10 Q And that was back in '98, right, when he
11 made it?

12 A Correct. And I was saying that we had
13 completed almost every recommendation that the Supreme
14 Court had made to the City about the court facility, and
15 that was the last remaining one and that I was requesting
16 his leadership, as I said, leadership and -- well, the
17 leadership and assistance of the Supreme Court, yes.

18 Q Okay. And did, in fact, anybody
19 schedule a meeting with any representative of the Supreme
20 Court, to your knowledge?

21 MR. JUHASZ: Objection. You can answer.

22 A There was a subsequent meeting between
23 administrators, top administrators of the Supreme Court
24 and the Judges.

1 Q Okay. And if you know, who came down
2 from the Supreme Court?

3 A I always get these -- I have a problem
4 with their names. The administrator of the Supreme Court.

5 Q And you don't remember his name?
6 Because I don't either at this point, so --

7 MR. FARRIS: Steve Holland?

8 A Steve Holland was right, and then his
9 assistant of sorts.

10 Q Would that have been Doug Stevens?

11 A Yes, those two in particular, yes.

12 Q Do you know whether they met separately
13 with members of the executive branch?

14 MR. JUHASZ: Objection.

15 THE WITNESS: Can I answer?

16 MR. JUHASZ: Yeah, if you know.

17 A I believe that they did.

18 Q And were you at that meeting? You were
19 at the meeting with Mr. Holland and Mr. Stevens; correct?

20 A And the Judges.

21 Q Yes.

22 A Not with the executive, no.

23 Q Okay. But you were at the meeting with
24 Mr. Holland and Mr. Stevens?

1 A Yes.

2 Q Okay. Did you express at that meeting
3 your willingness to have the Annex renovated to use as the
4 Municipal Court facility?

5 A I believe so.

6 MR. JUHASZ: Objection. You can answer.

7 Q Did you ever express that willingness to
8 the City?

9 MR. JUHASZ: Objection.

10 A Yes.

11 Q To whom and when?

12 A Buildings and Grounds Committee.

13 Q Okay.

14 A It was -- it never left the table, I
15 don't think. I had several, at least two, maybe three
16 meetings with the Buildings and Grounds Committee for
17 Council and with generally all of the Council members
18 attending, and just transparency about pretty much
19 everything that we did. And, in fact, I think the way we
20 got back to the Annex was partly out of their suggestion.
21 Again, the great feature, and it was reflected in that
22 analysis of the locations, was that it was City-owned
23 property. It was an existing building. So that never
24 left the table.

1 Q Do you remember what date that meeting
2 took place?

3 A Which one?

4 Q The meeting with the Supreme Court --

5 A Oh, no, I don't.

6 Q -- representatives?

7 A Specifically not, no.

8 Q Do you remember what month?

9 A No.

10 Q Could it have been October of 2008?

11 MR. JUHASZ: Objection.

12 A It could have been.

13 Q Okay. You're familiar with what we've
14 been referring to during these discussions as the Strollo
15 plan?

16 A Yes.

17 Q What do you understand by what we mean
18 when we say the Strollo plan? Because I don't want to be
19 talking about something different.

20 A I believe what you mean is a plan
21 prepared by Strollo Architects for the Youngstown
22 Municipal Court facility.

23 Q And have you seen that plan?

24 A Yes, I have.

1 Q Okay. Do you know when you first saw
2 that plan?

3 A I really don't.

4 Q Have you ever seen an analysis of that
5 plan?

6 A Vaguely. What do you mean by analysis,
7 by the way?

8 Q Something that's called the analysis of
9 the suitability of the City Hall Annex building?

10 A Vaguely, generally, yes, vaguely.

11 Q Prepared by Mr. Strollo?

12 A Vaguely.

13 Q Okay.

14 A I believe so.

15 MS. GUGLUCELLO: That would be
16 Defendant's Exhibit N.

17 Q I'm showing you what's been marked as
18 Defendant's Exhibit N. Would you take a look at that
19 document, please?

20 A Okay.

21 Q Do you know what the document is that I
22 handed you?

23 A This document?

24 Q Yes.

1 A A series of e-mails.

2 Q Okay. So it's a print-out of e-mails
3 that were sent?

4 A Yes.

5 Q Would you agree that that print-out
6 would be read from bottom to top in terms of the time of
7 which e-mail came first?

8 A Yes, that's how I read it.

9 Q Okay. And would you agree that it
10 documents an e-mail that was sent from Tony Farris to
11 Judge Kobly, copied to Judge Douglas and Judge Milich,
12 okay, which includes an attachment?

13 A Yes.

14 Q An analysis of the suitability of the
15 City Hall Annex building?

16 A Yes.

17 Q Done by Mr. Strollo?

18 A Yes.

19 Q Okay. Further up on that e-mail, there
20 are some e-mails that went from Tony -- would you agree
21 that there were e-mails that went from Tony to Judge
22 Kobly --

23 A Yes.

24 Q -- documented?

1 A Yes.

2 Q Okay. I don't know, do you remember
3 whether or not Tony shared the actual schematic drawing
4 with you at that time?

5 A No, Tony did not.

6 Q Okay. Do you remember seeing the actual
7 schematic drawing at that time?

8 A I believe I did.

9 Q Okay. And what's the date of those
10 e-mails?

11 A The date of the e-mails?

12 Q Yes.

13 A The one at the bottom, beginning at the
14 bottom, Monday, October 27, 11:18 a.m. from Judge Kobly,
15 responding Monday, October 27, '08, 11:30 a.m., then from
16 Tony Farris to Judge Kobly, October 27, '08, 1:29 p.m.,
17 then from Judge Kobly to Tony Farris, Monday, October 27,
18 '08, 1:35 p.m., and the top one from Tony Farris to Judge
19 Kobly, Monday, October 27, '08, 1:40 p.m.

20 Q Okay. So basically, as of October 27,
21 you had seen the City Hall Annex -- or at least received,
22 I don't know if you had read it yet that day, but you had
23 received a copy of the City Hall Building Analysis
24 completed by Mr. Strollo; correct?

1 A I don't think I saw it that day.

2 Q Okay. The next day maybe?

3 A It was after. It wasn't that day. It
4 was sometime after.

5 Q I don't check my e-mails every day
6 either, so -- but can we say within a few days of the
7 e-mail being sent?

8 A We can say that.

9 Q Okay. And around the same time that you
10 saw the schematic drawings of Mr. Strollo --

11 MR. JUHASZ: Objection.

12 Q -- that Mr. Strollo prepared?

13 MR. JUHASZ: Objection.

14 Q Can we say that?

15 A Say what?

16 Q Did you see the schematic drawings that
17 Mr. Strollo prepared around the same time?

18 A It could be around the same time. I
19 really don't -- I really don't know. I did see them.
20 Whether it was two days or three days or the following
21 week, it was shortly thereafter. I'll say within a day to
22 five days, a work week, we'll say.

23 Q Showing you what's been marked as
24 Exhibit B, do you recognize that document?

1 A Yes.

2 Q Okay. And can you tell me what it is?

3 A Cover letter says Strollo Architects,
4 City Hall Annex Building Analysis related to Youngstown
5 Municipal Court and Clerk of Courts, October 23, 2008.

6 Q And is that an attachment that was
7 included with your e-mail that you read maybe several days
8 later?

9 A Probably so.

10 Q Okay. So we can agree that in October
11 of 2008, the City -- and when I say the City, somebody in
12 the executive branch, in the administrative branch sent
13 you copies of Mr. Strollo's analysis and provided you with
14 copies of his schematic drawings?

15 MR. JUHASZ: Objection. You can answer.

16 A I believe.

17 Q Okay. Now, in January of 2009, did you
18 and the other Judges put on a Court order ordering the
19 City Council and the Mayor to provide you with suitable
20 court facilities?

21 A I believe that was the date.

22 Q Okay. And I'm showing you what's been
23 marked as Exhibit A. Is that a copy of your order?

24 A Yes.

1 Q Now, before you put on that order, did
2 you have any discussions with the Mayor or any other
3 member of the executive branch of government or City
4 Council as to Mr. Strollo's plan?

5 MR. JUHASZ: Objection. You can answer.

6 A I don't recall. I don't recall
7 specifically with the Mayor or Council about his plan.

8 Q Had you at that point, okay, had you
9 provided a copy of any plan Mr. Jaminet had prepared for
10 the renovation of the City Hall Annex to the executive
11 branch to anybody in the executive branch or to Council?

12 MR. JUHASZ: Objection. You can answer.

13 A Not Council. I'm not sure. I don't
14 recall, of the plans that we had prepared. Probably --
15 was Carmen still here?

16 Q No.

17 A Okay. I don't recall.

18 Q Okay. So as far as you know, you had
19 not -- you did not provide Council --

20 A I did not.

21 Q -- or the executive with a copy of the
22 plan?

23 A Personally I did not.

24 MR. JUHASZ: Objection. You can answer.

1 Q Do you know if anybody did?

2 A I don't know.

3 MR. JUHASZ: Objection. You can answer.

4 Q Do you know if Mr. Jaminet did?

5 MR. JUHASZ: Objection. You can answer.

6 A I don't know.

7 Q Do you know if Judge Kobly did?

8 MR. JUHASZ: Objection. You can answer.

9 A I don't know.

10 Q Do you know if Judge Milich did?

11 MR. JUHASZ: Objection. You can answer.

12 A I don't know.

13 Q Were you aware of a meeting scheduled
14 between the Judges and the administration to discuss that
15 order prior to this lawsuit being filed?

16 MR. JUHASZ: Objection. You can answer.

17 A I believe there was one.

18 Q Were you present at that meeting?

19 A No.

20 MR. JUHASZ: Objection. You can answer.

21 Q Why weren't you present at that meeting?

22 A I don't recall for sure, but I

23 believe --

24 MR. JUHASZ: Objection.

1 A -- I was either on vacation or out of
2 town or something kept me from that meeting, and it had to
3 be a pretty serious commitment. Otherwise, I would have
4 been there. But something that was really a conflict for
5 me.

6 Q Okay. Do you know who did attend that
7 meeting?

8 MR. JUHASZ: Objection.

9 A I don't know everybody, no. I
10 believe -- I know -- I believe Judge Kobly for sure.

11 Q Did Judge Kobly ever speak to you about
12 that meeting and what happened in that meeting?

13 A Generally, yes.

14 Q Okay. Do you know whether or not Judge
15 Kobly discussed Mr. Strollo's plans with the Mayor at that
16 time?

17 A I don't know that for sure.

18 MR. JUHASZ: Objection.

19 A Probably so. I would expect so, yes, I
20 would expect so. I don't know for sure.

21 Q Okay.

22 A I think that was the purpose of the
23 meeting.

24 Q Okay. Do you know whether Judge Kobly

1 presented Mr. Jaminet's plan to the Mayor at that time?

2 MR. JUHASZ: Objection.

3 A I don't know that for sure.

4 Q Okay. Do you know when Mr. Jaminet's
5 plan was presented to the Mayor or to City Council or to
6 any member of the executive?

7 MR. JUHASZ: Objection.

8 A Not specifically, no, I don't.

9 Q Okay. I'm going to show you what's been
10 marked as Defendant's Exhibit L. Do you recognize that
11 document?

12 A Yes.

13 Q Can you tell me what it is?

14 A Allocation of Building Space, Youngstown
15 City Hall Annex Building, Youngstown Municipal Court
16 Basement Plan, this top part.

17 Q Go through it.

18 A It lists the building -- again, this
19 is --

20 Q No, I don't want you to describe the
21 plan. I just want you to look at all the pages, because
22 there are more than one page, and you've only told me what
23 the top page is.

24 A Yes. I'm familiar with it.

1 Q Okay. So can we agree that that's Mr.
2 Jaminet's plan for the renovation of the City Annex
3 building to be used as the Municipal Court?

4 A Yes.

5 Q Okay. Is that plan dated?

6 A July 27, 2009.

7 Q Can we agree that since it is dated July
8 27, 2009, that it is probable that that plan itself was
9 not seen by anybody until after or on July 27, 2009?

10 MR. JUHASZ: Objection.

11 A I would not know.

12 Q Thank you. But we can agree that you
13 didn't provide that plan to the administration?

14 A I did not.

15 Q Okay. And you do not know whether Mr.
16 Jaminet did?

17 A No.

18 Q And there was no discussion of Mr.
19 Strollo's plan prior to this lawsuit being filed?

20 MR. JUHASZ: Objection.

21 Q At least that you're aware of?

22 MR. JUHASZ: Objection. You can answer.

23 A That's a very broad question. No
24 discussion with whom?

1 Q With the Mayor, City Council?

2 A Discuss between --

3 MR. JUHASZ: Objection.

4 A -- whom, though, me in particular?

5 Q Yes, you in particular.

6 MR. JUHASZ: Objection. You can answer.

7 A With the Mayor?

8 Q Yes.

9 A About the Strollo plan?

10 Q Yes.

11 A No.

12 Q And you don't know if there was
13 discussion by anybody else with the Mayor about the
14 Strollo plan --

15 MR. JUHASZ: Objection.

16 A I don't know.

17 Q -- before this lawsuit was filed?

18 MR. JUHASZ: Objection.

19 A I don't know.

20 Q Can we agree that the City kept you
21 informed of what it was doing in terms of Mr. Strollo and
22 his activities and Mr. Strollo and the plan that he --
23 excuse me, Mr. Strollo and his activities?

24 MR. JUHASZ: Objection. You can answer.

1 A With me in particular?

2 Q Yes. You know, correct me if I'm wrong.
3 I have been told that -- or at least I understood that
4 even though Judge Kobly became Administrative Judge, that
5 you were still the point man or the person who was most
6 involved in the issue of the court facilities?

7 A Yes.

8 Q Even after she became the Administrative
9 Judge?

10 A Yes.

11 Q So I guess that's why I'm asking you if
12 you know what was going on at that time. And my question
13 to you is, can we agree that the City made every effort to
14 keep you informed of what was going on with Mr. Strollo
15 and -- with Mr. Strollo in terms of the court facility?

16 MR. JUHASZ: Objection.

17 A I would agree that there was
18 communication with Judge Kobly, and Judge Kobly would
19 share with me as to what was going on. But it was
20 directly communicated to her about the -- this plan or the
21 court facility proceedings, and she would share it with
22 me, given my role.

23 Q But you were aware that Mr. Strollo had
24 been chosen by the City as --

1 A Yeah.

2 Q -- its representative who was going to
3 discuss the plans and analyze the plans that Mr. Jaminet
4 had designed?

5 A Yes.

6 MR. JUHASZ: Objection.

7 Q And that he was going to make
8 suggestions as to how they might be more cost effective?

9 MR. JUHASZ: Objection.

10 A Yes.

11 Q Whether you agree that that had to be
12 done or not, you agree that that was his role?

13 MR. JUHASZ: Objection.

14 A Yes.

15 Q And that the City kept you informed of
16 that?

17 A When you say you, the court through
18 Judge Kobly.

19 Q The court was informed of that?

20 A Generally, yes.

21 Q And that when -- when the court voiced
22 that it was willing to consider the Annex as an option for
23 placing the Municipal Court there, that the City made
24 every effort to give you a plan to discuss?

1 MR. JUHASZ: Objection.

2 A I don't know if I can answer that
3 question. I really don't. You'll have to be more
4 specific.

5 Q But you saw the e-mails. You were sent
6 the analysis by Mr. Strollo. You've indicated that around
7 that same time, you saw his schematic design?

8 A Yes.

9 Q Okay.

10 MR. JUHASZ: Objection.

11 Q And that was provided to you by the
12 City, by either the executive branch or Council?

13 A Yes.

14 MR. JUHASZ: Objection.

15 Q Okay. So can we agree that the City
16 made an effort to inform you of Mr. Strollo's plan and to
17 attempt to discuss it with the Judges?

18 MR. JUHASZ: Objection.

19 A I really don't feel comfortable agreeing
20 with that.

21 Q Well, whether you feel comfortable or
22 not, are you saying you don't agree?

23 MR. JUHASZ: Objection.

24 A Don't agree with what?

1 Q With what I just said?

2 A What did you say?

3 Q I said can we agree that the City
4 provided you --

5 A When you say you --

6 Q Provided the court --

7 A Okay.

8 Q Provided the court -- well, you
9 specifically at least provided the analysis done by Mr.
10 Strollo and the plan and the schematic drawings prepared
11 by Mr. Strollo, okay. We can agree to that?

12 A Generally, yes.

13 Q And that the City made an effort to
14 discuss those plans with the court?

15 MR. JUHASZ: Objection.

16 A In that meeting?

17 Q Yes.

18 A If that was the purpose, yes.

19 Q Okay. Thank you. Did the court,
20 likewise, provide the City with information about Mr.
21 Jaminet's plan and a copy of the schematic drawings, to
22 your knowledge, or attempt to discuss those with the City?

23 MR. JUHASZ: Objection.

24 A I believe so.

1 Q When did that occur?

2 MR. JUHASZ: Objection.

3 A I'm not sure, but it might have occurred
4 in that meeting, and I wasn't in that meeting, and that's
5 why I'm --

6 Q Well, the plan is dated July 27 of 2009.
7 Do you know when that meeting took place --

8 MR. JUHASZ: Objection.

9 Q -- that we're referring to?

10 A Which meeting?

11 Q Which meeting were you referring to?

12 A The one that you were referring to.

13 Q Okay. I was referring to the meeting
14 that took place between Judge Kobly and Mayor Williams,
15 and there may have been other people also, including
16 probably Judge Milich.

17 A Right.

18 Q That's the meeting I'm referring to.

19 A Correct.

20 Q Okay. Do you know when that took place?

21 A I do not.

22 Q Would you disagree that it took place
23 before the lawsuit was filed?

24 MR. JUHASZ: Objection.

1 A I would not disagree with that.

2 Q If Judge Kobly has already testified
3 that she agrees that March 25 was the date of that
4 meeting, would you disagree with that?

5 A I would not.

6 MR. JUHASZ: Objection.

7 Q Do you remember when the Complaint was
8 filed, the lawsuit was filed?

9 A The specific date, if you have it there,
10 if you will refresh me, I don't know the specific date. I
11 do not recall the specific date. If you would refresh me,
12 I --

13 Q Does May 13, was that the date that the
14 Complaint was filed?

15 A Sounds --

16 Q I mean, it's easily verifiable. I don't
17 know why we want to quibble about it.

18 A I can't remember specific dates.

19 Q If I say it was May 13, would you agree
20 that it was May 13?

21 MR. JUHASZ: Objection.

22 A I would have no reason not to agree.

23 Q All right. Thank you. And we can agree
24 that July 27 is after May 17?

1 A Yes, we can.

2 Q So since that schematic drawing is dated
3 July 27, can we agree that that schematic drawing was not
4 discussed with anybody?

5 MR. JUHASZ: Objection.

6 A I cannot answer that. I don't know.

7 Q Okay. So the date is insignificant?

8 MR. JUHASZ: Objection.

9 A I don't know what you mean by that.

10 Q Okay. What I'm saying is that that plan
11 is dated, if you look at it, July 27 of 2009.

12 A Yes.

13 Q So if it is dated July 27, 2009, would
14 you agree that it is reasonable to believe that it was
15 either prepared on that day --

16 A Yes.

17 Q -- or shortly prior to that day?

18 MR. JUHASZ: Objection.

19 A Yes.

20 Q Okay. And would you agree that that is
21 after the lawsuit in this matter was filed?

22 MR. JUHASZ: Objection.

23 A Yes.

24 Q Okay. Thank you. I would like you to

1 take a look at Exhibit A again. Exhibit A was the Court
2 order that the Municipal Court Judges entered. Can we
3 agree that that order outlines a lot of the history that
4 you and I have been going over all afternoon as to what
5 happened in terms of the Municipal Court Judges' efforts
6 to get a new Municipal Court facility or a remodeled court
7 facility?

8 A Yes.

9 Q Okay. And can we agree that the first
10 part of that order outlines basically the Supreme Court's
11 Facility Standards?

12 A The first part is the history --

13 Q Let's go back to Page --

14 A -- and then the appendix.

15 Q No, no, let's go to Page 4.

16 A Okay.

17 Q I'm sorry.

18 A Three?

19 Q Yeah, starts even -- Page 3.

20 A Yes.

21 Q Toward the bottom of that page, I think
22 it's the second paragraph from the bottom --

23 A Okay.

24 Q -- starts with, "First, in order to

1 maintain suitable judicial atmosphere and to properly
2 serve the public," and then it goes to first, second,
3 third --

4 A Yes.

5 Q -- fourth, fifth and sixth. Can we
6 agree that that basically is a recitation of the Supreme
7 Court's Facility Standards for courts?

8 A Appears to be, yes.

9 Q Okay. And can we agree that -- and I'm
10 not sure of what you actually call this. You, being a
11 Judge, might be able to help me out, but the part of the
12 order that actually starts Ordered, Adjudged, and Decreed,
13 okay?

14 A Where are you?

15 Q On Page 7.

16 A Okay.

17 Q Okay. Can we agree that that part of
18 the order, from -- starting with Ordered, Adjudged and
19 Decreed, until the end, is actually what the Court is
20 ordering the party who the order is issued against to do?

21 A Yes.

22 Q Are you familiar with the Court Facility
23 Standards?

24 A Yes, generally, yes.

1 Q Okay. Are you familiar with the Court
2 Security Standards?

3 A Generally, yes.

4 Q Are you familiar with the Jury
5 Management Standards of the Supreme Court?

6 A Generally, yes.

7 Q You've been dealing with this for a long
8 time, and I'm assuming that you've read them and looked at
9 them --

10 A (Nodding head).

11 Q -- often? Okay. Can we agree that when
12 this order was issued, you had seen and you had a copy of
13 Mr. Strollo's schematic design and plan for the Annex?

14 A Probably so.

15 Q Okay. And so you would have at least
16 been able to review it?

17 A Yes.

18 Q Okay. Can you tell me today that the
19 courtrooms and related areas in Mr. Strollo's plan are
20 less than 12,950 square feet?

21 MR. JUHASZ: Objection. You can answer
22 if you know.

23 A I don't have the plan, the schematic.

24 Q Okay. Did you ever review the schematic

1 to see whether it comported with your order?

2 MR. JUHASZ: Objection.

3 A I probably did. I think I did. It was
4 so off in terms of what we really need, and --

5 Q Well, I'm not asking you what you really
6 need.

7 A I'm trying to answer your question.

8 Q No, I'm asking you about what you
9 ordered, okay. Because --

10 A Well, I have to see the plan to answer
11 the question.

12 Q Okay, well let me get you the plan. I
13 am handing you what's been marked as Respondent's Exhibit
14 F.

15 A Okay.

16 Q Okay. Do you recognize that document?

17 A I believe.

18 Q Okay. Can we agree that it is Mr.
19 Strollo's schematic drawing of his plan --

20 A Yes.

21 Q -- for the renovation of the City Annex
22 to be used as a Municipal Court building?

23 A Yes.

24 Q Okay. Can you tell me or did you ever

1 look at that plan in terms of determining whether or not
2 it has less than 12,950 square feet, containing the
3 chambers of the Judges, with private restroom facilities,
4 the offices for the secretaries of each Judge and the
5 bailiff for each Judge, an office for each Magistrate and
6 a secretary for the Magistrate, three judicial courtrooms
7 of not less than 1,200 square feet each, a large
8 conference room for use by the court Magistrate, at least
9 one conference room for use by attorneys and the public, a
10 jury assembly area, jury deliberation rooms for each court
11 immediately adjacent to each courtroom.

12 Now, let's take it one at a time, because I know I
13 said a lot, and I know it's a mouthful. Okay. Did you
14 review that plan to determine whether or not the
15 courtrooms and related areas were less than 12,950 square
16 feet?

17 MR. JUHASZ: Objection. You can answer.

18 A I can't tell. There's no numbers.
19 There's no dimensions.

20 Q Did you review it to determine whether
21 it contains chambers for each of the Judges?

22 MR. JUHASZ: Objection. You can answer.

23 A Yes.

24 Q Did you review it to determine whether

1 each of the Judge's chambers have proper private restroom
2 facilities?

3 MR. JUHASZ: Objection. You can answer.

4 A I can't answer that question whether
5 they're proper or not.

6 Q But do they have -- does it look like
7 they have private toilet facilities?

8 MR. JUHASZ: Objection.

9 A Yes, it looks like it.

10 Q Is there an office for each secretary
11 for each Judge?

12 MR. JUHASZ: Objection. You can answer.

13 A It appears.

14 Q Okay. Is there an office for each
15 bailiff for each Judge?

16 MR. JUHASZ: Objection. You can answer.

17 A It appears.

18 Q Is there an office for each Magistrate?

19 MR. JUHASZ: Objection. You can answer.

20 A Yes, it appears.

21 Q And I don't know, it says a secretary
22 for the Magistrate. I'm assuming that means an office for
23 the secretary for the Magistrate?

24 A Yes, I believe.

1 Q Okay. Is there such an office for the
2 secretary?

3 A It appears.

4 Q Okay. Are there three judicial
5 courtrooms?

6 MR. JUHASZ: Objection. You can answer.

7 A Yes.

8 Q Is there a conference room for -- a
9 large conference room for use by the Court Magistrate?

10 MR. JUHASZ: Objection. You can answer.

11 A Conference room?

12 Q Uh-huh.

13 A For the Magistrate?

14 Q Uh-huh.

15 A I don't see it.

16 Q Okay. Is there a conference room for
17 use by attorneys and the public?

18 MR. JUHASZ: Objection. You can answer.

19 Q It would probably still be on that page.

20 A Yes, it appears.

21 Q Is there a jury assembly area?

22 MR. JUHASZ: Objection. You can answer.

23 A It appears.

24 Q Are there jury deliberation rooms for

1 each court?

2 MR. JUHASZ: Objection.

3 A It appears.

4 Q And are they immediately adjacent to
5 each courtroom?

6 MR. JUHASZ: Objection. You can answer.

7 A It appears so.

8 Q Is there a court administrator and
9 probation suite?

10 MR. JUHASZ: Objection. You can answer.

11 A It appears so.

12 Q Is there a court administrator's office
13 in that suite?

14 MR. JUHASZ: Objection. You can answer.

15 A It appears so.

16 Q Okay. Is there a -- does it have a
17 restroom?

18 MR. JUHASZ: Objection. You can answer.

19 A It appears.

20 Q Is there a legal research library?

21 MR. JUHASZ: Objection. You can answer.

22 A I don't see it.

23 Q Okay. So you don't see the legal
24 research library?

1 MR. JUHASZ: Objection. You can answer.

2 A I see something that says conference
3 library.

4 Q Okay. Is there any reason why you can't
5 use a law library as a conference room --

6 MR. JUHASZ: Objection. You may answer.

7 Q -- as well?

8 A I was trying to answer your question.

9 Q Okay.

10 A Yes, that's normal and customary.

11 Q Okay. Is there an office for the chief
12 bailiff?

13 MR. JUHASZ: Objection. You may answer.

14 A It appears.

15 Q And office facilities for deputy
16 bailiffs?

17 MR. JUHASZ: Objection. You can answer.

18 A I see something for outside bailiff.

19 Chief bailiff.

20 Q Okay. A court assignment office?

21 A Yes.

22 MR. JUHASZ: Objection.

23 Q A probation area?

24 MR. JUHASZ: Objection.

- 1 A It appears.
- 2 Q A waiting area for probationers?
- 3 MR. JUHASZ: Objection.
- 4 A It appears.
- 5 Q Okay. An area for the probation
6 receptionist?
- 7 MR. JUHASZ: Objection. You can answer.
- 8 A It appears same, same area, looks to me.
- 9 Q Okay. Offices for probation officers?
- 10 MR. JUHASZ: Objection. You can answer.
- 11 A It appears.
- 12 Q Do you have a probation supervisor, an
13 office for a probation supervisor?
- 14 MR. JUHASZ: Objection.
- 15 A It appears.
- 16 Q Conference room?
- 17 MR. JUHASZ: Objection.
- 18 A For the prosecutor.
- 19 Q A systems administrator office?
- 20 MR. JUHASZ: Objection.
- 21 A I don't see it.
- 22 Q A copy room?
- 23 MR. JUHASZ: Objection.
- 24 Q I think maybe on the next floor.

1 A I don't see a copy room.

2 Q I'm kind of thinking that there has to
3 be, because I remember that Judge Kobly asked me if I knew
4 what a copy room was.

5 MR. JUHASZ: It's in the yellow area.

6 Q It's in the yellow area.

7 A Over here, yes.

8 Q A stenographer's office?

9 MR. JUHASZ: Objection.

10 A It appears, yes.

11 Q Restroom facilities and lounge and lunch
12 room and general storage?

13 MR. JUHASZ: Objection.

14 Q And I --

15 A Which floor?

16 Q I would think it would be in the court
17 administrator and probation suite, so somewhere where the
18 probation people are.

19 A So what was the question again?

20 Q Bathroom? I'm sorry.

21 MR. JUHASZ: No, that wasn't the
22 question.

23 Q Restroom facilities?

24 MR. JUHASZ: Objection.

1 A On the second floor plan, men and women.

2 Q Okay. And lounge and lunch room?

3 MR. JUHASZ: Objection.

4 A I see something that says kitchen.

5 Q Okay.

6 A That's for the jury room. Lounge and
7 lunch room, I don't see lounge and lunch room.

8 Q Okay. Does that schematic drawing
9 include a suite for the clerk of courts?

10 MR. JUHASZ: Objection.

11 A Yes.

12 Q Does it have a waiting area and
13 reception area --

14 MR. JUHASZ: Objection.

15 A -- for the clerk of courts?

16 Q Yes.

17 A I see a public lobby.

18 Q Is there a difference in your mind
19 between a public lobby and a reception area?

20 A Yes.

21 Q What's the difference? I'm just asking,
22 because I don't know.

23 A A public lobby is an open space only for
24 that purpose, an open space. A waiting area would be if

1 somebody had made contact with somebody and is waiting to
2 see somebody. I don't think they would be waiting in the
3 lobby. They would be waiting in the office.

4 Q Okay.

5 A That would be my interpretation.

6 Lobbies are -- it's an open area, just open ingress,
7 egress area.

8 Q I'm just curious, when people go to the
9 clerk of courts office, don't they normally go to see the
10 people that are in the open work cubicles to either pay a
11 fine or get a court file or file a forceable entry and
12 detainer or whatever? I mean, you're not talking about
13 people who are there to sit and wait for an appointment?

14 MR. JUHASZ: Objection.

15 A So you have to revisit your question.

16 Q I guess I'm just wondering what a
17 reception area for a clerk of courts would be --

18 A I don't know.

19 Q -- or why it would be necessary?

20 A I don't know.

21 Q Okay. Let's see. An open office area?

22 MR. JUHASZ: Objection.

23 Q Does that include an open office area
24 for the clerk of courts?

1 A I can't answer that question. There are
2 some different terms here, and I'm just looking at the
3 labels and the spaces, records, supplies, copy, tech,
4 bookkeeping, conference, administrative assistant, clerk
5 of courts office, restrooms, then an open area with work
6 cubicles, electronic files, technology, supplies, copy,
7 records.

8 Q Okay. So you can't determine from that
9 drawing whether or not there's an open area in the clerk
10 of courts office --

11 MR. JUHASZ: Objection.

12 Q -- depicted?

13 A I can't tell.

14 Q Okay. Are there nonpublic restroom
15 facilities?

16 MR. JUHASZ: Objection.

17 A Nonpublic for the clerk?

18 Q Yeah, in the clerk of courts office?

19 A It appears.

20 Q A copy room?

21 MR. JUHASZ: Objection.

22 A It appears.

23 Q A staff lounge?

24 MR. JUHASZ: Objection.

1 A I don't see a staff lounge.

2 Q Okay. A separate office for the clerk
3 of courts?

4 MR. JUHASZ: Objection.

5 A Yes.

6 Q Is there a separate office for the
7 administrative assistant?

8 MR. JUHASZ: Objection.

9 A Yes.

10 Q Is there a separate office for the
11 administrative bookkeeper?

12 MR. JUHASZ: Objection.

13 A Just says bookkeeping.

14 Q Okay. And other bookkeepers?

15 A I don't know. I don't see that.

16 Q Okay. Is there an area for use by the
17 City prosecutor's office?

18 MR. JUHASZ: Objection.

19 A On the second floor plan, yes.

20 Q Just to clarify something, if you
21 recall, does Mr. Jaminet's plan call for moving the entire
22 prosecutor's office and his staff to the City Hall Annex?

23 MR. JUHASZ: Objection.

24 A No.

1 Q So we're only talking about rooms that
2 the prosecutors might need, for example, to talk to an
3 attorney or something when they're in court?

4 A The assistant prosecutors who are
5 assigned to the various courts, yes.

6 Q Okay. All right. And just for my
7 edification, there's three courts presently; right?

8 A Correct.

9 Q Normally, then, you would have three
10 assistant prosecutors there?

11 A Yes.

12 Q Okay. Is there a police facility
13 containing a Sally Court?

14 MR. JUHASZ: Objection.

15 A It looks like -- I don't know what that
16 is. My experience with design, that's very confusing.

17 Q Okay. But there is a police area?

18 A Says police parking.

19 MR. JUHASZ: Objection.

20 Q I would imagine that the police parking
21 that's depicted there is outside. Can we agree?

22 A I'm just going with the term. I can't
23 interpret what the architect meant.

24 Q No, really, I'm not trying to make

1 things difficult for you. If you don't know, that's fine.

2 A Yeah, I mean, I'm just trying to address
3 what I see here and try to address your question.

4 Q Okay.

5 A Because this is very technical in terms
6 of what's really required, and --

7 Q I'm not asking you if it's, in your own
8 mind, what's required. I'm asking you whether the plan
9 there depicts a police facility?

10 A No. I'm saying it depicts what I see
11 here. It says police parking. It says police parking, it
12 says police security, and it says holding areas.

13 Q Okay. So are there secure holding areas
14 depicted?

15 A It appears.

16 Q Okay. Are there separate restroom
17 facilities, it says here for staff and separate restroom
18 facilities for inmates. I'm assuming that they're
19 referring to prisoners that are being brought over and
20 kept in those secure facilities. Is there a restroom
21 there for their use?

22 A I don't see any.

23 Q Okay. T-L-T I think stands for toilet.

24 A Okay.

1 Q Okay? So there is a toilet facility
2 there next to the secured areas?

3 A Yes. Whether that's for prisoners and
4 police, I guess for both.

5 Q Okay. And do we have a public area
6 which contains a lobby?

7 A Yes.

8 Q Public restrooms?

9 A Yes.

10 Q Stairs?

11 A It appears.

12 Q And elevators?

13 A I see one for the public.

14 Q Okay. Thank you. You were never
15 informed by Mr. Jaminet or anybody else that Mr. Strollo
16 used the Masters Block design plan in terms of what
17 offices he included in his design or their size?

18 MR. JUHASZ: Objection.

19 A I was not informed.

20 Q Okay. But you were satisfied with Mr.
21 Jaminet's Masters Block plan --

22 MR. JUHASZ: Objection.

23 Q -- in terms of -- well, in terms of
24 everything; right?

1 MR. JUHASZ: Objection.

2 A In terms of the Masters Block. The
3 Masters Block cannot be applied to the Annex. They're two
4 different animals. It's a very serious conflict there.

5 Q Well, that's not what I'm saying. What
6 I'm saying is --

7 A That's what I think you are saying.
8 That's why I can't answer your question directly.

9 Q Yeah. Let me elucidate. I know that
10 you have other disputes with Mr. Strollo's plans in terms
11 of security, in terms of the way the hallways are maybe
12 laid out and in terms of the separation between the Judges
13 and the police. That's been testified to by Judge Kobly.
14 I'm not sure if Judge Milich touched on it as well, but I
15 know that, okay, and that's not what I'm getting at.

16 A Okay.

17 Q What I'm getting at is, you were
18 satisfied with the offices and the space for those offices
19 for the courtrooms, for the toilet facilities that were
20 included in the Masters plan. And if Mr. Strollo's plan
21 has the same offices as were in the Masters site plan, the
22 same size -- I'm not asking you that if you're satisfied
23 with Mr. Strollo's plan, but would you be satisfied with
24 the size of those offices and the offices that are

1 included?

2 MR. JUHASZ: Objection.

3 A I don't know the sizes of the offices
4 here.

5 Q And that's not what I'm saying.

6 A So I can't agree to that.

7 Q That's not what I'm saying. What I'm
8 saying is if they are like, a like size to the offices
9 that were included in the Masters plan, would you be
10 satisfied with the size?

11 MR. JUHASZ: Objection.

12 A Not necessarily.

13 Q Okay. Thank you. Do you know how many
14 square feet was in the Masters Block plan?

15 MR. JUHASZ: Objection.

16 A Approximately 33- to 34,000 square feet.

17 Q Okay. Do you know how many square feet
18 are included in those two floors of the Annex depicted in
19 Mr. Strollo's plan?

20 MR. JUHASZ: Objection.

21 A I could not tell you specifically, no.

22 Q Okay. Any idea whether it's bigger,
23 smaller?

24 MR. JUHASZ: Objection.

1 A I don't know.

2 Q Okay.

3 A His plans are very confusing to me.
4 There's no dimensions here. I know dimensions, but I
5 don't have dimensions here. We just have, you know,
6 places.

7 Q Just as an example, just one example,
8 okay --

9 A Sure.

10 Q Okay. And you're familiar with the
11 Masters Block plan, and I know it's not in front of you,
12 but if you remember, okay, does not the Masters Block
13 plan, in fact, have -- doesn't it have a jury's waiting
14 room and a hearing room for the Magistrate combined?

15 MR. JUHASZ: Objection.

16 A I can't recall for sure. It could be.
17 I can't recall. Could be.

18 Q Okay. And did it have a separate law
19 library, or did it combine the law library with the
20 conference room?

21 MR. JUHASZ: Objection.

22 A Might have been combined. I can't say
23 for sure, but it might have been.

24 Q Okay. And so those aren't objections

1 that you have necessarily, then, to this plan, are they?

2 MR. JUHASZ: Objection.

3 Q That the plan --

4 A I object to this plan, period. That's
5 why I'm having a hard time to --

6 Q Okay.

7 A I object to this plan, period. It's an
8 aberration of what the court has determined what it needed
9 and the design, so I just -- I can't agree to this plan.
10 I can agree to the fact that there's an attempt to address
11 the specific areas, offices that are needed, but plan and
12 design are -- this is -- I've almost become a semi-expert
13 on this, and court design is very, very specific, very
14 particular. It is very unique.

15 There are certain -- as we mentioned, talking about
16 the requirements by the Supreme Court, those are minimum.
17 And if you read that, it says also to be taken in
18 conjunction with state, federal and local regulations and
19 other standards of safety, access.

20 Q Okay.

21 A Very, very broad. And so --

22 Q Do you have any reason to believe that
23 Mr. Strollo would not design a building that was ADA
24 compliant or that complied with electrical codes?

1 MR. JUHASZ: Objection.

2 Q Building codes?

3 MR. JUHASZ: Objection.

4 Q Whatever other kind of codes there are?

5 I don't know 'cause I'm not a builder, but --

6 MR. JUHASZ: Objection.

7 Q Do you have any reason to believe that
8 Mr. Strollo would design a plan that did not meet these
9 specifications for ADA?

10 MR. JUHASZ: Objection.

11 A I'll answer --

12 THE WITNESS: Can I answer it?

13 MR. JUHASZ: Yeah, you can answer.

14 A I'll answer the question based on what I
15 see here in this plan. I have a great deal of suspect of
16 Mr. Strollo's understanding of court facilities when he
17 has Judges riding in the same elevator with prisoners.
18 That's almost a crime. It is a sin. It is --

19 Q And it has been explained to you, has it
20 not --

21 A I'm answering your question in terms of
22 his credibility, that this is akin to a crime, really, to
23 have a Judge in the same elevator or use the same elevator
24 as prisoners.

1 Q Well, let's back up a little; okay?

2 A Sure.

3 Q Okay. It's been explained to you,
4 hasn't it, before today that Mr. Strollo's design is for
5 an elevator that can be locked so that when the Judges are
6 in the elevator, nobody else can use it?

7 MR. JUHASZ: Objection.

8 A This is -- no. This is a total
9 aberration. It is akin to a crime. I have never, ever --
10 I just came from the 2010 Ohio Court Summit. I've been to
11 three national conferences on building court facilities.
12 I've been in new courtrooms out in Denver, Colorado and
13 Las Vegas and Columbus, Ohio, the new building for the
14 Franklin County Court facility. Many modern designs.
15 I've been to the Columbiana new court facility. I've been
16 up in Trumbull County for their county -- I've been in
17 many and reviewed a number of courts, Supreme Court. I
18 have never, ever seen anything like this.

19 Q Well, that's for new buildings.

20 A And -- no, and renovated buildings. In
21 fact, this -- I went Tuesday, Wednesday, Tiffin, Ohio,
22 renovation of an old building. In fact, same amount of
23 money we're talking about, small county, Tiffin, 6.7 --
24 \$6.9 million, \$7 million for adding one room to an old

1 court facility. This is just absurd, really. I can only
2 answer that way because of my experience with design for
3 and particularly safety for Judges and the public.

4 Q Let me ask you again -- let me try and
5 ask you the question that I probably should have asked you
6 first.

7 A Sure.

8 Q What specific building code or Court
9 Facility Standard or Court Security Standard does that
10 violate?

11 MR. JUHASZ: Objection.

12 A You're asking an impossible question.
13 Just a moment. If I had the building code with me, I
14 would go through each one to show you. I don't know the
15 building code.

16 Q Okay. Then let's narrow my question
17 down. What specific Court Facility Standard does that
18 violate?

19 A I think they violate --

20 MR. JUHASZ: Objection.

21 A -- all of them.

22 Q All of them?

23 A Yes.

24 Q All of the Court Facility Standards?

1 A No, the design for what the Judges in
2 the Municipal Court needs, I think it pretty much violates
3 pretty much most or all of them.

4 Q All of them?

5 A Pretty much most or all of them.

6 Q Okay.

7 A That's my opinion.

8 Q And you think that's a reasonable
9 opinion?

10 MR. JUHASZ: Objection.

11 A Yes.

12 Q Okay.

13 A I do, based on my experience with this
14 project and based on my experience of Mr. Strollo's role
15 and based on my experience with -- we don't even have
16 any -- we don't even have any dimensions on it.

17 Q Excuse me. There's no question. Can
18 we --

19 MR. JUHASZ: Well, Iris, you want to
20 argue with him instead of asking him questions, and then
21 you're mad when he wants to argue back with you.

22 MS. GUGLUCELLO: I asked him a specific
23 question.

24 MR. JUHASZ: No, you're not.

1 MS. GUGLUCELLO: Would you read it back?
2 Would you read back the specific question I asked him?

3 MR. JUHASZ: If you're going to start
4 asking him questions that are appropriate --

5 MS. GUGLUCELLO: Would you read back the
6 specific question that I asked him, please? Miss Court
7 Reporter, could you read back the specific question that I
8 asked him?

9 (Whereupon the record was read as requested.)

10 MR. JUHASZ: Yeah, you want to argue
11 with him.

12 MS. GUGLUCELLO: I asked him if he
13 thought that was a reasonable opinion. That's a question.

14 A In my mind, it's reasonable.

15 MS. GUGLUCELLO: And he answered. I
16 accepted his answer.

17 MR. JUHASZ: Next question.

18 A But the question counsel is referring to
19 is the question about the specifics as related to building
20 codes. I can't answer that question.

21 Q I accepted that.

22 A I don't know the building codes.

23 Q I accepted that.

24 A That was an unfair question.

1 Q Judge Douglas, I accepted your answer
2 that you couldn't answer.

3 A Very well.

4 Q I then asked you about the Court
5 Facility Standards.

6 MR. JUHASZ: Fine. It's Friday
7 afternoon. It's late. Please move on to the next
8 question.

9 A I'm ready for the next question.

10 MS. GUGLUCELLO: I don't have any more
11 questions.

12 THE WITNESS: Okay, fine.

13 MR. JUHASZ: We'll read.

14 SIGNATURE NOT WAIVED

15 (The deposition was concluded at 3:45 p.m.)
16
17
18
19
20
21
22
23
24

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

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 A. Douglas, Jr., 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) Robert A. Douglas, Jr.

(Date) 7.28.10

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) 7/20/10

My Commission Expires: 11/4/12 DM



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

\$
 \$6.9 104:24
 \$7 104:24
 \$7,849,274 40:14
 \$9,375,416 40:8

0
 06 34:18, 34:19,
 34:21
 07 13:22
 08 65:15, 65:16,
 65:18, 65:19

1
 1 22:22, 30:20,
 35:11, 58:8, 58:20
 1,200 85:7
 10 3:6
 100 3:11, 112:2,
 113:1
 101 3:11
 102 3:11
 103 3:11
 104 3:11
 105 3:11
 106 3:11
 11:18 65:14
 11:30 65:15
 12 3:6, 9:23,
 11:24, 12:5, 12:19
 12,950 83:20,
 85:2, 85:15
 13 79:13, 79:19,
 79:20
 132 32:1
 13th 6:8
 147 30:18, 31:1,
 31:5
 15 6:15, 8:5
 150 31:9
 162 31:16
 17 79:24
 174 31:13
 177 30:14, 30:20,
 32:6
 18 3:6
 183 31:21
 19 3:6
 1996 9:6
 1997 6:14, 6:16,
 8:5
 1998 6:18, 13:8
 1:00 4:8
 1:29 65:16
 1:35 65:18
 1:40 65:19

2
 2 4:8, 22:20,
 30:24, 40:8,
 112:9, 112:12,
 113:12
 20 39:4, 40:17,
 57:18, 113:3
 2002 15:8
 2003 15:18
 2006 25:3, 25:8,
 33:19, 35:11,
 39:4, 40:18, 45:2,
 45:16
 2007 13:21
 2008 13:21, 57:18,
 58:8, 58:20,
 62:10, 67:5, 67:11
 2009 67:17, 72:6,
 72:8, 72:9, 78:6,

80:11, 80:13
 2009-0866 1:2
 2010 1:16, 4:8,
 104:10, 111:3,
 112:3, 112:9,
 113:3, 113:12
 21 3:6
 23 67:5
 25 3:6, 79:3
 26 2:11, 4:10,
 112:6, 113:6
 27 65:14, 65:15,
 65:16, 65:17,
 65:19, 65:20,
 72:6, 72:8, 72:9,
 78:6, 79:24, 80:3,
 80:11, 80:13
 29 3:6
 2nd 1:15, 111:3

3
 3 20:13, 31:4,
 81:19
 30 3:6, 32:10,
 32:15, 112:14
 31 3:7
 32 3:7
 33 3:7, 100:16
 330 112:16
 34 3:7
 34,000 100:16
 35 3:7
 36 3:7
 38 3:16
 3:45 108:15

4
 4 2:6, 20:11,
 31:8, 81:15
 40 3:7
 41 3:7
 43 3:7
 44 3:7
 44503 2:12, 112:2,
 112:6, 113:2,
 113:6
 44512 2:7
 45 3:7
 46 3:7
 47 3:17
 48 3:7
 49 3:7
 497,000 54:11

5
 5 3:3, 31:12
 50 3:8
 51 3:8
 52 3:8
 53 3:8
 55 3:8, 3:18
 56 3:8, 3:19
 57 3:8, 3:20
 58 3:21
 59 3:8

6
 6 45:1, 45:2,
 45:15
 6.7 104:23
 60 3:8
 61 3:8
 62 3:8
 66 3:8
 67 3:8
 68 3:8
 69 3:9

7
 7 31:20, 82:15,
 112:3
 70 3:9
 7081 2:6
 71 3:9
 72 3:9
 73 3:9
 74 3:9
 746-7479 112:16
 75 3:9
 76 3:9
 77 3:9
 78 3:9
 79 3:9

8
 8 6:15, 13:22,
 13:22, 31:24
 80 3:9
 83 3:9
 84 3:9
 85 3:10
 86 3:10
 87 3:10
 88 3:10
 89 3:10

9
 9 3:6, 13:22
 90 3:10
 91 3:10
 92 3:10
 93 3:10
 94 3:10
 95 3:10
 96 3:10, 8:3
 97 9:7, 9:10
 975 112:1, 113:2
 98 3:10, 8:3,
 59:10
 99 3:10, 8:5, 13:9

A
 a.m 65:14, 65:15
 aberration 102:8,
 104:9
 ability 47:19,
 48:17
 able 82:11, 83:16
 above-entitled
 109:8
 above-named 110:13
 absolute 52:20,
 52:20
 Absolutely 47:2
 absurd 105:1
 acceptable 10:16,
 41:18
 accepted 107:16,
 107:21, 107:23,
 108:1
 access 102:19
 accommodate 22:17
 accommodations
 9:21
 accomplished 14:18
 accurately 35:9
 acknowledge 58:13,
 110:13
 acquisition 36:21
 act 110:14
 action 1:19,
 34:10, 34:22,
 35:17, 35:20
 actions 35:7,

35:16
 activities 73:22,
 73:23
 actual 65:3, 65:6
 ADA 102:23, 103:9
 adding 104:24
 addition 47:15
 additional 7:17,
 37:10
 address 97:2,
 97:3, 102:10
 addressed 8:16
 addresses 24:24
 adequate 8:9,
 9:21, 32:18, 59:8
 adjacencies 20:24,
 28:10, 28:11
 adjacency 22:13
 adjacent 22:18,
 85:11, 88:4
 Adjudged 82:12,
 82:18
 administration
 9:19, 43:18,
 52:21, 69:14,
 72:13
 administrations
 12:12
 administrative
 10:15, 11:21,
 13:2, 13:7, 13:14,
 14:11, 25:23,
 25:24, 26:8,
 67:12, 74:4, 74:8,
 94:4, 95:7, 95:11
 administrator
 11:7, 11:12,
 11:13, 60:4, 88:8,
 90:19, 91:17
 administrator's
 88:12
 administrators
 59:23, 59:23
 affirmed 5:4
 affixed 110:14
 afraid 33:4
 afternoon 81:4,
 108:7
 against 82:20
 age 5:3
 agency 11:13
 agenda 54:20
 agree 8:21, 14:16,
 15:12, 15:17,
 17:10, 21:16,
 22:9, 25:3, 27:11,
 28:14, 31:17,
 32:4, 39:3, 39:21,
 40:8, 45:23,
 46:23, 47:10,
 47:13, 48:4, 48:9,
 48:9, 48:14,
 48:15, 49:1, 52:3,
 55:17, 56:22,
 64:5, 64:9, 64:20,
 67:10, 72:1, 72:7,
 72:12, 73:20,
 74:13, 74:17,
 75:11, 75:12,
 76:15, 76:22,
 76:24, 77:3,
 77:11, 79:19,
 79:22, 79:23,
 80:3, 80:14,
 80:20, 81:3, 81:9,
 82:6, 82:9, 82:17,
 83:11, 84:18,
 96:21, 100:6,
 102:9, 102:10
 agreed 4:6, 4:11,
 14:24, 37:23,

40:11
 agreeing 76:19
 agreement 1:18,
 17:11, 17:24,
 19:2, 42:4, 48:5,
 48:11, 53:18,
 53:21, 54:12,
 54:16
 agreements 18:1
 agrees 79:3
 ahead 43:23
 aim 21:19
 akin 103:22, 104:9
 al 1:10, 112:8,
 113:9
 allocate 15:1
 allocated 35:23
 Allocation 71:14
 allow 53:10
 already 15:4,
 16:10, 42:19, 79:2
 Although 37:16
 among 45:12, 52:17
 amount 38:14,
 40:24, 104:22
 analysis 28:17,
 30:8, 57:1, 57:16,
 57:24, 58:1,
 61:22, 63:4, 63:6,
 63:8, 64:14,
 65:23, 67:4,
 67:13, 76:6, 77:9
 analyze 22:24,
 75:3
 and/or 26:15,
 54:18
 Annex 27:22, 29:7,
 29:18, 32:5,
 32:17, 33:13,
 45:17, 51:19,
 52:11, 61:3,
 61:20, 63:9,
 64:15, 65:21,
 67:4, 68:10,
 71:15, 72:2,
 75:22, 83:13,
 84:21, 95:22,
 99:3, 100:18
 answered 107:15
 answering 103:21
 answers 38:16
 Anthony 2:9,
 112:22, 113:5
 anyhow 54:22
 apologize 8:2
 apparently 39:18
 APPEARANCES 2:3
 appeared 46:21,
 110:13
 appears 17:14,
 29:8, 30:8, 44:13,
 82:8, 86:13,
 86:17, 86:20,
 87:3, 87:20,
 87:23, 88:3, 88:7,
 88:11, 88:15,
 88:19, 89:14,
 90:1, 90:4, 90:8,
 90:11, 90:15,
 91:10, 94:19,
 94:22, 97:15,
 98:11
 Appellate 10:20
 appended 19:15
 appendix 30:11,
 81:14
 applied 99:3
 appointed 6:14
 appointment 93:13
 appraisal 32:19
 approach 9:15,

10:13, 11:6,
11:11, 11:16,
11:22, 12:10, 37:9
appropriate 10:15,
11:22, 107:4
approval 20:11
approximately
9:23, 100:16
architect 15:9,
26:17, 38:12,
46:17, 46:20,
46:24, 48:21,
53:19, 54:3, 96:23
Architects 62:21,
67:3
architectural
14:21, 15:13,
17:11, 17:12, 28:8
areas 8:23, 50:22,
52:14, 52:15,
83:19, 85:15,
97:12, 97:13,
98:2, 102:11
aren't 101:24
argue 106:20,
106:21, 107:10
arrange 112:16
asbestos 33:5,
33:7
asking 5:21, 17:2,
34:12, 34:15,
41:24, 44:2, 44:3,
49:23, 53:15,
53:16, 74:11,
84:5, 84:8, 92:21,
97:7, 97:8, 99:22,
105:12, 106:20,
107:4
aspect 23:15
assembly 85:10,
87:21
assessment 28:9
assigned 96:5
assignment 89:20
assistance 59:6,
59:17
assistant 60:9,
94:4, 95:7, 96:4,
96:10
assumed 14:11,
14:11
assuming 52:1,
83:8, 86:22, 97:18
atmosphere 82:1
attach 111:5
attached 7:23,
16:2, 16:8,
113:12, 113:13
attachment 64:12,
67:6
attempt 76:17,
77:22, 102:10
attempting 26:14
attend 70:6
attended 5:16
attending 61:18
attorney 2:6, 2:9,
2:10, 96:3
attorneys 8:24,
85:9, 87:17
Atty 112:22,
112:22, 113:10
auspices 37:17
authority 53:19
authorization 25:7
authorizations
42:1
authorized 14:20,
15:9, 26:6, 111:5
available 112:13
Avenue 22:15,

33:24, 36:19,
40:1, 40:6
B
backed 37:11
bailiff 85:5,
86:15, 89:12,
89:18, 89:19
bailiffs 89:16
ball 52:10, 52:12
bankrupt 46:7
base 47:20
Basement 71:16
basically 14:3,
14:4, 46:8, 56:23,
65:20, 81:10, 82:6
Bathroom 91:20
became 13:14,
14:3, 74:4, 74:8
become 102:12
beginning 27:22,
37:12, 46:21,
65:13
behalf 2:5, 2:8
bell 58:9
belong 16:17
bench 8:4, 8:7
best 23:22, 35:12
better 14:12
beyond 36:18
bifurcated 22:7
bifurcation 22:19
bigger 100:22
Bill 10:21
Block 24:1, 27:7,
29:14, 30:15,
30:24, 32:11,
33:14, 37:15,
38:4, 38:9, 40:4,
40:11, 41:17,
42:10, 43:9,
45:14, 50:19,
51:9, 51:17, 52:3,
52:6, 52:14,
53:22, 98:16,
98:21, 99:2, 99:3,
100:14, 101:11,
101:12
Board 10:22,
14:20, 15:14,
18:1, 41:23, 42:3,
53:16
Boardman 29:16,
31:8
bonds 42:13
bookkeeper 95:11
bookkeepers 95:14
bookkeeping 94:4,
95:13
bottom 39:18,
64:6, 65:13,
65:14, 81:21,
81:22
Boulevard 2:6
branch 60:13,
67:12, 67:12,
68:3, 68:11,
68:11, 76:12
brand 52:8
break 55:4
bring 41:3, 41:7,
41:12, 48:24
bringing 36:16,
46:20, 48:19
broad 35:8, 72:23,
102:21
brought 8:19,
46:24, 49:7, 97:19
Brown-clark 50:6
budget 40:7,

40:13, 40:16
budgets 39:22
build 33:9, 33:13
builder 103:5
building 22:24,
23:8, 23:18,
27:18, 29:7,
29:11, 32:5,
33:13, 33:13,
38:6, 39:24,
40:24, 41:14,
41:17, 45:15,
45:17, 51:19,
54:22, 61:23,
63:9, 64:15,
65:23, 67:4,
71:14, 71:15,
71:18, 72:3,
84:22, 102:23,
103:2, 104:11,
104:13, 104:22,
105:8, 105:13,
105:15, 107:19,
107:22
buildings 27:17,
27:18, 37:16,
61:12, 61:16,
104:19, 104:20
built 15:2, 40:24,
52:7, 54:22
C
can't 26:6, 26:21,
35:4, 35:15,
35:15, 36:9, 44:8,
79:18, 85:18,
86:4, 89:4, 94:1,
94:8, 94:13,
96:22, 99:8,
100:6, 101:16,
101:17, 101:22,
102:9, 107:20
cannot 80:6, 99:3
capital 15:1, 42:8
care 16:11
careful 10:13
carefully 23:21
Carmen 19:1, 39:4,
39:5, 39:7, 40:17,
45:3, 47:15, 50:5,
68:15
CASE 1:2
cause 1:19, 103:5
cc 39:15, 112:22,
113:22
Centre 112:1,
113:2
certain 15:1,
30:4, 30:6, 45:22,
102:15
certificate 109:3,
113:11
certified 5:6,
112:10
CERTIFY 109:5
cetera 19:6
Chamber 43:6
chambers 85:3,
85:21, 86:1
Champion 31:8
change 21:21,
111:7
changes 110:5,
111:4, 111:5
changes/correcti
111:1
cheap 46:18
check 66:5
chief 10:3, 59:8,
89:11, 89:19

choice 12:13,
12:14
choose 12:9
choosing 28:16
chose 10:12, 12:5,
12:10
chosen 74:24
CIC 37:17, 37:21,
38:6, 43:6, 43:9
cite 47:16
citizen 10:21,
10:23
citizens 10:19
City 1:9, 2:10,
2:11, 4:9, 4:9,
6:2, 7:18, 15:14,
17:24, 19:1,
37:13, 37:14,
37:16, 37:19,
38:10, 39:10,
39:13, 39:23,
42:12, 43:18,
46:7, 48:1, 48:6,
48:24, 49:2, 49:7,
53:20, 54:23,
56:10, 58:24,
59:14, 61:8, 63:9,
64:15, 65:21,
65:23, 67:4,
67:11, 67:11,
67:19, 68:3,
68:10, 71:5,
71:15, 72:2, 73:1,
73:20, 74:13,
74:24, 75:15,
75:23, 76:12,
76:15, 77:3,
77:13, 77:20,
77:22, 84:21,
95:17, 95:22,
112:1, 112:5,
112:7, 113:2,
113:5, 113:5,
113:9
City's 43:18,
43:23, 44:2, 44:4
City-owned 61:22
Civil 1:18, 112:14
clarify 27:19,
95:20
clear 10:4, 45:20
clearly 10:16,
11:2, 35:4, 48:9,
48:15
clerk 38:7, 67:5,
92:9, 92:15, 93:9,
93:17, 93:24,
94:4, 94:9, 94:17,
94:18, 95:2
close 22:17
code 105:8,
105:13, 105:15
codes 102:24,
103:2, 103:4,
107:20, 107:22
Colorado 104:12
Columbiana 104:15
Columbus 104:13
combative 11:6
combine 101:19
combined 101:14,
101:22
comfortable 76:19,
76:21
commenced 6:9
comment 20:11
Commerce 43:7
Commission 110:18
commitment 70:3
committee 10:19,
11:1, 15:5, 38:6,

61:12, 61:16
communicated 74:20
communication
74:18
communications
49:17
community 47:21,
48:23
compared 43:19
comparing 10:5
Complaint 7:23,
79:7, 79:14
complete 6:11
completed 25:4,
59:13, 65:24,
110:2, 110:11
compliant 102:24
complied 102:24
comported 84:1
computer-assiste
4:15
concern 42:3,
43:18, 55:22,
55:23
concerns 41:12,
44:4, 56:15
conclude 8:12
concluded 108:15
conditions 8:11,
8:12, 9:19, 10:5,
12:17
conference 8:23,
85:8, 85:9, 87:8,
87:9, 87:11,
87:16, 89:2, 89:5,
90:16, 94:4,
101:20
conferences 104:11
confident 40:23
conflict 70:4,
99:4
confusing 96:16,
101:3
Conglose 19:1,
39:5, 39:7, 40:17,
45:3, 47:16, 50:5
conjunction 102:18
consensus 11:16,
11:19, 12:15,
23:22, 38:4, 38:9,
40:23, 41:21,
45:12, 46:1
conservative 36:24
consider 75:22
consideration
113:14
considerations
36:21
considered 23:23,
32:17, 32:22
considering 33:23
construction
17:12, 19:6, 21:2,
21:14, 26:10,
27:12, 27:16,
41:22, 41:24,
52:7, 53:11,
53:21, 54:4, 54:7
contact 37:4,
58:2, 93:1
contacted 42:4
containing 85:2,
96:13
contains 85:21,
98:6
contents 45:9
contiguous 22:4,
24:8, 28:12
contract 15:13,
16:8, 16:15, 18:8,
18:10, 18:13,

18:17, 19:3, 19:19, 19:22, 19:23, 20:10, 26:23, 27:10, 27:11, 34:7, 42:2, 54:2 contractor 10:24 contracts 14:21 Control 14:20, 15:14 Controlling 18:1, 41:23, 42:3, 53:16 conversation 42:6, 42:9, 51:13, 51:13, 54:18 conversations 25:17 cooperation 11:16, 11:18 cooperative 12:14 copied 45:3, 64:11 copies 24:14, 24:16, 24:20, 67:13, 67:14 corner 29:24, 31:12, 31:20 correct 7:13, 9:4, 9:24, 10:2, 12:2, 12:6, 12:18, 12:21, 12:24, 22:12, 27:4, 29:1, 29:3, 30:21, 31:21, 32:13, 43:10, 43:12, 50:23, 53:7, 59:12, 60:19, 65:24, 74:2, 78:19, 96:8, 109:6 correction 111:7, 113:11 corrections 110:6 correctly 33:3, 54:10 cost 33:4, 33:7, 33:9, 37:7, 37:10, 37:20, 41:14, 42:6, 43:19, 43:20, 46:14, 54:6, 75:8 costly 33:12 costs 21:14, 41:13, 46:19 couldn't 26:11, 108:2 Council 1:9, 12:13, 14:20, 14:24, 15:8, 33:4, 38:5, 38:5, 53:20, 61:17, 61:17, 67:19, 68:4, 68:7, 68:11, 68:13, 68:19, 71:5, 73:1, 76:12, 112:7, 113:9 Councilmanic 42:1 Councilmen 38:6 counsel 1:18, 4:7, 4:12, 26:15, 107:18, 112:15 county 104:14, 104:16, 104:16, 104:23 couple 10:24, 26:7 court 1:1, 1:19, 5:11, 5:21, 6:5, 6:7, 7:6, 7:21, 8:8, 8:9, 9:11, 9:15, 9:16, 9:17, 9:18, 9:19, 9:20, 9:22, 10:5, 10:6, 10:6, 10:8, 10:21,	11:1, 13:2, 13:7, 14:3, 14:12, 14:12, 16:14, 16:23, 17:13, 19:6, 20:7, 20:20, 21:20, 22:13, 22:17, 22:22, 23:8, 24:6, 26:1, 26:2, 26:3, 26:6, 26:10, 26:14, 28:9, 34:9, 35:12, 39:24, 45:14, 45:15, 45:18, 51:10, 52:18, 52:18, 52:19, 53:10, 53:24, 55:9, 57:15, 58:2, 58:10, 58:20, 58:24, 59:14, 59:14, 59:17, 59:20, 59:23, 60:2, 60:4, 61:4, 62:4, 62:22, 67:5, 67:18, 67:20, 71:15, 72:3, 74:6, 74:15, 74:21, 75:17, 75:19, 75:21, 75:23, 77:6, 77:8, 77:14, 77:19, 81:1, 81:2, 81:5, 81:6, 81:6, 82:19, 82:22, 83:1, 83:5, 84:22, 85:8, 85:10, 87:9, 88:1, 88:8, 88:12, 89:20, 91:16, 93:11, 96:3, 96:13, 102:8, 102:13, 102:16, 103:16, 104:10, 104:11, 104:14, 104:15, 104:17, 105:1, 105:8, 105:9, 105:17, 105:24, 106:2, 107:6, 108:4, 112:1, 112:5, 113:1 court's 47:19, 48:17, 50:10, 54:21, 81:10, 82:7 courtroom 85:11, 88:5 courtrooms 8:22, 50:21, 83:19, 85:6, 85:15, 87:5, 99:19, 104:12 courts 20:2, 37:23, 38:7, 67:5, 82:7, 92:9, 92:15, 93:9, 93:17, 93:24, 94:5, 94:10, 94:18, 95:3, 96:5, 96:7, 104:17 Cover 67:3 created 26:9 credibility 103:22 crime 103:18, 103:22, 104:9 critical 59:6 CROSS 3:3, 5:8 cubicles 93:10, 94:6 curious 6:17, 93:8 cursory 17:9 customary 89:10 cut 46:19	D D-O-U-G-L-A-S 5:13 damning 10:4 data 21:5, 21:9 date 8:17, 36:16, 58:7, 58:9, 62:1, 65:9, 65:11, 67:21, 79:3, 79:9, 79:10, 79:11, 79:13, 80:7, 110:9, 110:17, 111:23, 112:14, 112:17 dated 39:4, 45:1, 57:18, 58:20, 72:5, 72:7, 78:6, 80:2, 80:11, 80:13 dates 79:18 daunting 59:6 deal 9:18, 103:15 dealing 83:7 dealt 14:4 Dear 112:11, 113:10 Debra 1:14, 4:13, 109:12, 112:20, 113:19 December 6:15 decided 9:14, 11:10 Decreed 82:12, 82:19 deed 110:14 Defendant's 3:15, 38:20, 47:5, 55:12, 56:13, 57:9, 58:15, 63:16, 63:18, 71:10 defendants 8:24 deliberation 8:22, 85:10, 87:24 demolish 27:17 demolition 37:3 Denver 104:12 Department 4:9, 20:2, 21:19, 22:11, 22:18, 24:7, 28:10, 28:13 depicted 94:12, 96:21, 97:14, 100:18 depicts 97:9, 97:10 deplorable 12:16 deponent 110:2, 110:13 deposes 5:6 deposition 1:7, 1:14, 4:7, 4:12, 4:17, 34:14, 108:15, 111:3, 112:8, 112:12, 112:12, 112:14, 112:17, 113:12 depositions 5:15, 7:20 deputy 89:15 describe 71:20 design 15:13, 19:6, 23:7, 46:19, 51:17, 51:19, 76:7, 83:13, 96:16, 98:16, 98:17, 102:9, 102:12, 102:13, 102:23, 103:8, 104:4, 105:2, 106:1	designate 37:23 designation 30:7 designed 75:4 designs 14:21, 26:24, 50:9, 50:18, 51:9, 104:14 detail 43:15, 58:22 detailed 43:14 detrainer 93:12 determination 23:21 determine 47:20, 48:17, 48:19, 51:18, 85:14, 85:20, 85:24, 94:8 determined 7:16, 33:8, 33:12, 48:18, 102:8 determining 55:20, 85:1 develop 11:19 differed 32:10, 55:18 difference 32:14, 92:18, 92:21 difficult 97:1 dimensions 85:19, 101:4, 101:4, 101:5, 106:16 direct 18:17 directed 44:23 directing 18:12 directly 46:10, 46:16, 74:20, 99:8 director 26:17, 45:21, 45:24, 54:18 disagree 78:22, 79:1, 79:4 disbars 16:14 discuss 36:4, 69:14, 73:2, 75:3, 75:24, 76:17, 77:14, 77:22 discussed 70:15, 80:4 discussion 8:1, 23:12, 35:11, 37:18, 72:18, 72:24, 73:13 discussions 36:10, 36:14, 37:20, 62:14, 68:2 dispute 59:1 disputes 99:10 distinction 24:5 DM 110:19 document 17:4, 17:22, 24:23, 28:5, 38:21, 38:23, 42:23, 43:1, 44:20, 47:7, 55:15, 56:20, 57:10, 57:13, 58:17, 63:19, 63:21, 63:23, 66:24, 71:11, 84:16 documented 64:24 documents 24:15, 35:6, 41:24, 64:10 dog 42:20, 42:21 Doug 60:10 Douglas 1:6, 1:9, 5:2, 5:12, 5:13, 34:16, 39:16, 64:11, 108:1, 110:4, 111:23, 112:4, 112:8,	112:11, 113:8, 113:12 draft 20:11, 20:17 drastic 8:15 drawing 27:4, 27:6, 65:3, 65:7, 80:2, 80:3, 84:19, 92:8, 94:9 drawings 22:14, 25:4, 41:16, 41:19, 41:22, 42:2, 50:16, 50:18, 53:11, 53:22, 54:4, 54:7, 66:10, 66:16, 67:14, 77:10, 77:21 due 33:4 Dulberger 43:3 E e-mail 16:1, 16:8, 16:16, 64:7, 64:10, 64:19, 66:7, 67:7 e-mails 64:1, 64:2, 64:20, 64:21, 65:10, 65:11, 66:5, 76:5 earlier 57:3 easily 79:16 East 31:8, 112:2, 113:1 edification 96:7 effect 27:10 effective 46:14, 75:8 effort 46:12, 74:13, 75:24, 76:16, 77:13 efforts 81:5 egress 93:7 eight 11:13, 23:20, 27:14, 27:23, 28:1, 28:1 either 18:12, 43:5, 60:6, 66:6, 70:1, 76:12, 80:15, 93:10 elective 6:1, 6:4 electrical 21:4, 102:24 electronic 94:6 elevator 103:17, 103:23, 103:23, 104:5, 104:6 elevators 98:12 Elizabeth 1:5, 2:14, 113:8 Elm 31:24 elucidate 99:9 enclosed 113:11 enclosures 113:20, 113:22 ended 13:16 engineer 39:10, 39:13 enter 14:20, 42:2, 53:20 entered 15:13, 17:13, 18:10, 34:7, 54:3, 54:16, 81:2, 111:4 entering 19:3 entire 9:18, 95:21, 111:3 entry 93:11 errata 110:6 Esq 113:5, 113:22 establish 10:13,
---	---	---	---	---

10:16, 11:1, 11:2,
11:10, 11:11
establishing 9:21,
15:5
estimated 54:6
estimates 43:21
estimation 48:10,
48:13
et 1:10, 19:6,
112:7, 113:9
evaluate 48:3
evaluation 28:24,
29:5, 32:7, 32:11,
34:9, 45:17
everybody 45:12,
45:13, 50:16, 70:9
everything 46:11,
61:19, 98:24
evident 46:20
ex 1:5, 112:7,
113:8
EXAMINATION 3:3,
5:8
example 96:2,
101:7, 101:7
EXCEPT 111:1
excuse 73:23,
106:17
execute 42:4,
53:18
executes 18:1
executive 43:5,
60:13, 60:22,
67:12, 68:3,
68:10, 68:11,
68:21, 71:6, 76:12
exercise 12:10
exhaust 11:16
exhaustive 23:18,
23:19
exhibit 3:16,
3:17, 3:18, 3:19,
3:20, 3:21, 7:2,
7:19, 15:22, 16:7,
17:3, 19:10,
19:12, 20:5, 20:7,
24:22, 27:1, 28:4,
38:19, 38:20,
38:22, 42:19,
43:12, 43:20,
43:21, 44:19,
47:5, 47:7, 55:1,
55:11, 55:12,
55:14, 56:13,
56:20, 57:8, 57:9,
57:11, 58:15,
58:17, 63:16,
63:18, 66:24,
67:23, 71:10,
81:1, 81:1, 84:13
exhibits 3:13,
3:15, 15:22
exist 8:13, 9:3
existed 9:6, 9:10
existing 27:17,
52:10, 61:23
expect 25:19,
70:19, 70:20
expend 54:20
expending 55:19
expenditure 25:8
expenditures 26:5
expense 46:19
expensive 11:9
experience 11:6,
11:15, 96:16,
105:2, 106:13,
106:14, 106:15
expertise 47:16
Expires 110:18
explain 5:20

explained 103:19,
104:3
explanation 54:15
express 46:13,
61:2, 61:7
expressed 55:17,
55:23
expression 46:18
extensive 14:13
extra 24:14, 24:16

F

facial 41:16
facilities 8:8,
9:1, 9:12, 10:9,
14:3, 14:13,
17:13, 19:6, 59:9,
67:20, 74:6, 85:3,
86:2, 86:7, 89:15,
91:11, 91:23,
94:15, 97:17,
97:18, 97:20,
99:19, 103:16,
104:11
facility 14:12,
15:2, 20:7, 20:20,
21:20, 22:4,
22:14, 22:17,
22:22, 24:8, 26:3,
26:11, 45:18,
45:22, 51:10,
51:17, 52:10,
52:18, 53:10,
53:24, 57:16,
59:14, 61:4,
62:22, 74:15,
74:21, 81:6, 81:7,
81:11, 82:7,
82:22, 96:12,
97:9, 98:1,
104:14, 104:15,
105:1, 105:9,
105:17, 105:24,
108:5
factors 36:22
fair 14:6, 14:7,
14:8, 14:9, 14:15,
53:11
fairly 28:6
familiar 17:18,
19:17, 19:18,
28:6, 45:9, 50:17,
62:13, 71:24,
82:22, 83:1, 83:4,
101:10
Farris 2:9, 7:3,
16:3, 16:9, 24:18,
55:2, 60:7, 64:10,
65:16, 65:17,
65:18, 112:22,
113:5, 113:10
feature 61:21
federal 29:14,
29:15, 30:24,
31:4, 40:2, 40:3,
40:10, 102:18,
112:2, 113:1
feel 56:14, 76:19,
76:21
fifth 31:13,
31:21, 40:1, 40:6,
82:5
file 12:13, 16:4,
16:6, 93:11, 93:11
filed 9:11, 16:21,
69:15, 72:19,
73:17, 78:23,
79:8, 79:8, 79:14,
80:21, 112:15
files 94:6

finance 26:16,
45:21, 45:24,
54:18, 56:10
financed 55:20
finances 26:16
financial 26:19,
56:9, 56:24,
57:16, 57:24, 58:1
financing 56:15,
59:2
fine 93:11, 97:1,
108:6, 108:12
finish 38:24
finished 4:16
fire 42:17
five 66:22
float 42:13
floor 23:13,
24:10, 41:17,
90:24, 91:15,
92:1, 95:19
floors 100:18
focus 37:11, 37:13
focused 37:18
focusing 37:15
follows 5:7
footage 20:18,
20:22, 50:22, 51:6
footprint 38:11
forceable 93:11
forced 42:15
forcing 42:16
foregoing 109:5,
110:4, 110:4,
110:14
formed 11:1
former 10:20
forth 33:8
foundation 9:20,
11:21
fourth 82:5
Franklin 104:14
Friday 108:6
front 24:16,
29:10, 29:11,
29:18, 29:19,
29:19, 29:22,
29:24, 30:8,
30:11, 30:20,
32:5, 101:11
fully 35:15
function 52:22
fund 26:3, 26:6,
26:8, 26:9, 26:10,
26:13, 26:17,
26:20, 53:10
funds 15:2, 25:8,
42:8, 54:1, 54:21
future 25:19
fuzzy 35:14

G

game 52:10, 52:12
general 14:2,
91:12
generally 28:11,
33:5, 52:11,
61:17, 63:10,
70:13, 75:20,
77:12, 82:24,
83:3, 83:6
given 7:20, 37:2,
54:21, 74:22
giving 28:16
goes 82:2
gone 8:4, 34:22
gotten 33:19,
50:10
government 11:15,
11:15, 68:3

greatly 55:18
Grounds 38:6,
61:12, 61:16
group 8:14, 20:8,
20:20, 50:1, 50:3,
50:4
groups 20:2
guess 18:4, 34:4,
74:11, 93:16, 98:4
Gugliucello 2:10,
3:3, 5:9, 7:5,
7:22, 15:21,
16:18, 16:22,
24:19, 29:22,
38:18, 41:8,
41:11, 42:21,
54:24, 55:3,
55:10, 57:7,
63:15, 106:22,
107:1, 107:5,
107:12, 107:15,
108:10
guys 16:1

H

Hall 2:11, 4:9,
63:9, 64:15,
65:21, 65:23,
67:4, 68:10,
71:15, 95:22,
112:5, 113:5
hallways 99:11
handed 44:18,
58:16, 63:22
handing 28:3,
47:6, 55:13,
56:19, 84:13
happened 36:17,
70:12, 81:5
happy 45:24, 46:3
hasn't 54:24,
104:4
haven't 9:10,
44:10
having 11:12,
102:5
Hazel 31:16
headlong 11:8
hearing 101:14
Here's 24:14
hereby 109:5,
110:13
hereinafter 5:6
hereto 4:7
highest 32:6
hire 26:15
hired 46:17
hiring 15:9, 18:5
his/her 110:14,
110:14
his\her 4:17
history 36:17,
81:3, 81:12
hold 6:1, 34:11,
58:12
holding 97:12,
97:13
Holland 60:7,
60:8, 60:19, 60:24
Honor 8:2
hope 38:16
Hopefully 47:16
huh 26:7
HVAC 21:4

I

idea 14:2, 100:22
identified 16:10
II 22:24

III 23:4
imagine 96:20
immediately 11:20,
85:11, 88:4
impossible 105:12
improvement 15:1,
42:8
improvements 8:15
inadequacies 8:16,
8:18
inadvertently 16:8
include 8:21,
10:20, 21:19,
92:9, 93:23
included 14:18,
20:18, 20:21,
22:13, 28:21,
28:23, 39:22,
50:4, 50:21, 52:2,
52:14, 52:15,
53:3, 67:7, 98:17,
99:20, 100:1,
100:9, 100:18
includes 64:12
including 78:15
increased 37:7
INDEX 3:1
indicate 51:16,
56:9
indicated 27:1,
53:6, 76:6, 111:4
indirectly 46:16
individual 49:7,
50:15
individually
49:20, 49:24
individuals 10:19
influence 38:13
inform 76:16
information 50:9,
77:20
informed 73:21,
74:14, 75:15,
75:19, 98:15,
98:19
ingress 93:6
initially 22:3
initiate 41:23
inmates 97:18
input 47:22
insignificant 80:7
instead 106:20
insult 48:16
intent 14:24,
15:1, 48:21
interpret 49:22,
96:23
interpretation
48:21, 93:5
intervene 59:1
introduced 3:13,
3:15, 109:7
invoice 26:3
involved 15:10,
18:4, 38:8, 74:6
Iris 2:10, 16:21,
106:19
isn't 10:7, 17:16,
29:19
issue 26:3, 41:4,
41:7, 74:6
issued 82:20,
83:12
issues 36:20
item 26:24
itself 16:16,
19:19, 52:11, 72:8
IV 26:24

<p style="text-align: center;">J</p> <p>jail 24:9 Jaminet 15:15, 17:13, 18:5, 18:10, 18:17, 18:23, 19:2, 20:2, 20:8, 20:15, 20:17, 22:10, 25:4, 25:8, 25:11, 25:18, 27:10, 27:12, 28:15, 34:7, 34:8, 39:5, 40:17, 41:15, 41:24, 43:21, 44:23, 45:16, 49:11, 49:17, 50:5, 50:8, 50:16, 51:8, 53:19, 68:9, 69:4, 72:16, 75:3, 98:15 Jaminet's 26:23, 41:13, 46:24, 50:18, 51:17, 71:1, 71:4, 72:2, 77:21, 95:21, 98:21 January 34:19, 34:21, 35:11, 67:17 Jay 33:19, 36:5, 47:11 John 2:6, 15:23, 112:22, 113:22 joint 22:4 Jr 1:6, 1:9, 5:2, 5:12, 39:18, 110:4, 111:23, 112:4, 112:8, 113:8, 113:12 Judge 1:9, 2:14, 5:2, 5:14, 6:5, 6:6, 7:10, 7:11, 7:11, 7:12, 10:20, 10:21, 13:2, 13:7, 13:13, 13:14, 13:24, 14:11, 16:14, 17:2, 25:24, 25:24, 26:2, 26:8, 26:9, 29:17, 34:16, 39:16, 55:8, 55:13, 56:14, 64:11, 64:11, 64:11, 64:21, 65:14, 65:16, 65:17, 65:18, 69:7, 69:10, 70:10, 70:11, 70:14, 70:24, 74:4, 74:4, 74:9, 74:18, 74:18, 75:18, 78:14, 78:16, 79:2, 82:11, 85:4, 85:5, 86:11, 86:15, 91:3, 99:13, 99:14, 103:23, 108:1, 110:4, 111:23, 112:4, 112:8, 112:11, 113:12 Judge's 86:1 Judges 6:18, 6:20, 7:16, 8:14, 8:19, 9:11, 10:8, 10:12, 12:22, 13:13, 17:23, 36:22, 38:7, 42:15, 52:21, 59:24,</p>	<p>60:20, 67:18, 69:14, 76:17, 81:2, 81:5, 85:3, 85:21, 99:12, 103:17, 104:5, 105:3, 106:1, judicial 82:1, 85:6, 87:4 Juhasz 2:6, 3:6, 7:19, 9:13, 10:10, 12:1, 12:3, 12:8, 12:20, 12:23, 15:24, 16:6, 16:13, 16:20, 16:24, 18:19, 18:21, 19:11, 21:23, 24:14, 25:12, 25:15, 25:20, 29:9, 29:16, 29:21, 30:13, 30:17, 30:22, 31:2, 31:6, 31:10, 31:14, 31:18, 31:22, 32:2, 32:8, 32:12, 32:20, 33:15, 33:21, 34:11, 35:2, 35:13, 36:1, 40:19, 41:1, 41:5, 41:10, 42:20, 43:22, 44:5, 45:19, 46:2, 46:15, 48:12, 49:4, 49:12, 49:14, 50:12, 51:11, 51:20, 52:5, 52:16, 53:5, 55:5, 55:21, 56:1, 56:16, 56:18, 57:5, 59:3, 59:21, 60:14, 60:16, 61:6, 61:9, 62:11, 66:11, 66:13, 67:15, 68:5, 68:12, 68:24, 69:3, 69:5, 69:8, 69:11, 69:16, 69:20, 69:24, 70:8, 70:18, 71:2, 71:7, 72:10, 72:20, 72:22, 73:3, 73:6, 73:15, 73:18, 73:24, 74:16, 75:6, 75:9, 75:13, 76:1, 76:10, 76:14, 76:18, 76:23, 77:15, 77:23, 78:2, 78:8, 78:24, 79:6, 79:21, 80:5, 80:8, 80:18, 80:22, 83:21, 84:2, 85:17, 85:22, 86:3, 86:8, 86:12, 86:16, 86:19, 87:6, 87:10, 87:18, 87:22, 88:2, 88:6, 88:10, 88:14, 88:18, 88:21, 89:1, 89:6, 89:13, 89:17, 89:22, 89:24, 90:3, 90:7, 90:10, 90:14, 90:17, 90:20, 90:23, 91:5, 91:9, 91:13, 91:21, 91:24, 92:3, 92:10, 92:14, 93:14, 93:22, 94:11, 94:16,</p>	<p>94:21, 94:24, 95:4, 95:8, 95:12, 95:18, 95:23, 96:14, 96:19, 98:18, 98:22, 99:1, 100:2, 100:11, 100:15, 100:20, 100:24, 101:15, 101:21, 102:2, 103:1, 103:3, 103:6, 103:10, 103:13, 104:7, 105:11, 105:20, 106:10, 106:19, 106:24, 107:3, 107:10, 107:17, 108:6, 108:13, 112:22, 113:22 July 1:16, 4:8, 58:8, 58:20, 72:6, 72:7, 72:9, 78:6, 79:24, 80:3, 80:11, 80:13, 111:3, 112:3, 112:9, 112:12, 113:3, 113:12 June 45:1, 45:2, 45:15 jurisdiction 52:19 jury 8:22, 50:22, 83:4, 85:10, 85:10, 87:21, 87:24, 92:6 jury's 101:13 justice 10:3, 59:8</p> <p style="text-align: center;">K</p> <p>kept 36:22, 70:2, 73:20, 75:15, 97:20 kerrigan 6:22, 7:12 key 52:17, 52:21, 52:22 kitchen 92:4 knecht 10:21 knowledge 14:10, 14:14, 20:1, 25:18, 47:20, 48:22, 59:20, 77:22 Kobly 1:5, 2:14, 13:24, 64:11, 64:22, 65:14, 65:16, 65:17, 65:19, 69:7, 70:10, 70:11, 70:15, 70:24, 74:4, 74:18, 74:18, 75:18, 78:14, 79:2, 91:3, 99:13, 113:8</p> <p style="text-align: center;">L</p> <p>labels 94:3 lack 8:21, 8:22, 8:23, 8:24 laid 99:12 language 48:15, 48:22 Las 104:13 lastly 28:12 later 21:7, 21:8, 67:8 law 2:6, 2:9, 2:10, 4:9, 89:5, 101:18, 101:19 lawful 5:3</p>	<p>lawsuit 11:8, 11:23, 12:5, 12:10, 12:14, 69:15, 72:19, 73:17, 78:23, 79:8, 80:21 Lawsuits 11:8 lay 9:20, 42:16 laying 11:21 leadership 59:5, 59:16, 59:16, 59:17 League 10:23 learned 54:19 least 22:13, 28:16, 45:24, 61:15, 65:21, 72:21, 74:3, 77:9, 83:15, 85:8 led 8:11 Lee 10:20 legal 88:20, 88:23 legalese 19:22 legislative 35:17, 35:19 legitimate 56:15 less 83:20, 85:2, 85:7, 85:15 let's 30:19, 81:13, 81:15, 85:12, 93:21, 104:1, 105:16 letter 38:19, 39:3, 39:19, 39:21, 41:22, 44:3, 44:23, 45:4, 47:10, 47:14, 56:3, 56:8, 56:22, 57:4, 58:3, 58:5, 58:9, 58:14, 58:19, 58:23, 67:3, 112:10, 112:15 level 50:15 Levy 7:10, 7:11 library 88:20, 88:24, 89:3, 89:5, 101:19, 101:19 likewise 77:20 listed 19:10 lists 71:18 Lobbies 93:6 lobby 92:17, 92:19, 92:23, 93:3, 98:6 local 102:18 located 29:5, 35:12 locating 27:12 location 28:12, 33:24 locations 61:22 locked 104:5 looking 38:24, 94:2 looks 19:17, 19:18, 24:16, 31:13, 86:9, 90:8, 96:15 lounge 91:11, 92:2, 92:6, 92:7, 94:23, 95:1 lower 52:18 lunch 91:11, 92:2, 92:7, 92:7</p> <p style="text-align: center;">M</p> <p>mad 106:21 Magistrate 85:5, 85:6, 85:8, 86:18,</p>	<p>86:22, 86:23, 87:9, 87:13, 101:14 MAIL 112:10 maintain 82:1 major 8:15 making 23:21, 24:4, 28:16 Management 83:5 March 39:4, 40:17, 57:18, 79:3 mark 38:18, 55:10, 57:7 marked 16:10, 17:3, 24:21, 28:3, 38:20, 38:22, 42:19, 44:19, 47:5, 47:6, 55:1, 55:12, 55:14, 56:13, 56:19, 57:9, 57:11, 58:15, 63:17, 66:23, 67:23, 71:10, 84:13 Master 29:14 Masters 24:1, 27:7, 30:15, 30:24, 32:11, 32:15, 33:13, 37:15, 38:4, 38:9, 40:4, 40:11, 41:14, 41:17, 42:10, 43:9, 43:19, 45:13, 45:15, 50:18, 51:3, 51:9, 51:17, 52:3, 52:6, 52:13, 53:22, 98:16, 98:21, 99:2, 99:3, 99:20, 99:21, 100:9, 100:14, 101:11, 101:12 matrix 29:2, 29:5, 32:7, 32:11 matter 5:17, 8:20, 52:18, 80:21, 109:8, 112:12, 113:14 maybe 5:15, 21:18, 34:4, 61:15, 66:2, 67:7, 90:24, 99:11 Mayor 33:19, 33:22, 34:13, 34:16, 37:12, 37:20, 38:1, 38:1, 38:7, 40:23, 41:2, 41:5, 41:12, 41:15, 41:19, 41:24, 42:4, 42:5, 42:9, 45:20, 45:23, 46:10, 46:12, 47:11, 53:14, 53:15, 54:18, 54:19, 55:17, 56:23, 67:19, 68:2, 68:7, 70:15, 71:1, 71:5, 73:1, 73:7, 73:13, 78:14 Mayor's 56:14 McKinney 50:6 meaning 23:13 means 86:22 meant 27:15, 96:23 meet 20:2, 20:7, 20:20, 49:19, 50:1, 58:24, 103:8 meeting 37:21, 50:15, 59:19, 59:22, 60:18, 60:19, 60:23,</p>
---	---	---	--	---

61:2, 62:1, 62:4,
69:13, 69:18,
69:21, 70:2, 70:7,
70:12, 70:12,
70:23, 77:16,
78:4, 78:4, 78:7,
78:10, 78:11,
78:13, 78:18, 79:4
meetings 61:16
member 68:3, 71:6
members 12:13,
60:13, 61:17
mentioned 12:11,
15:4, 102:15
Merit 109:13
met 41:18, 49:11,
49:23, 49:23,
50:2, 60:12
Milich 1:6, 6:19,
13:13, 64:11,
69:10, 78:16,
99:14, 113:8
million 104:24,
104:24
mind 21:21, 47:17,
92:18, 97:8,
107:14
minimum 102:16
minute 7:24,
24:22, 38:22,
42:22
minutes 38:1
mirrored 52:2
Miss 107:6
mission 14:3,
14:13
misunderstanding
5:20
modern 104:14
moment 17:7,
105:13
Monday 65:14,
65:15, 65:17,
65:19
money 35:23,
36:20, 36:24,
46:4, 46:6, 46:7,
53:10, 54:23,
55:19, 104:23
monies 26:12,
42:8, 45:21, 54:21
month 62:8
Moore 1:14, 4:13,
109:12, 112:20,
113:19
mostly 33:4
MOTIONS 3:5
mouth 14:1, 14:2,
53:8
mouthful 85:13
move 14:19, 34:10,
108:7
moved 36:18
moving 7:5, 14:5,
95:21
Municipal 6:5,
6:7, 6:18, 7:6,
8:8, 9:17, 10:6,
10:8, 17:12, 23:8,
26:1, 28:9, 39:24,
57:15, 61:4,
62:22, 67:5,
71:15, 72:3,
75:23, 81:2, 81:5,
81:6, 84:22,
106:2, 112:5
myself 36:22

N

Nagy-Baker 112:1,
113:1
names 60:4
narrow 105:16
national 104:11
nature 22:4
necessarily 18:20,
100:12, 102:1
necessary 93:19
necessity 52:20
needed 7:17, 14:5,
28:10, 28:19,
28:21, 37:7,
42:15, 48:18,
48:20, 51:18,
52:9, 59:8, 102:8,
102:11
needs 28:8, 28:18,
34:8, 47:20,
48:18, 50:10,
52:8, 106:2
nobody 51:22,
104:6
Nodding 83:10
NONE 3:13
nonpublic 94:14,
94:17
normal 89:10
normally 17:23,
93:9, 96:9
northwest 31:20
Notary 1:15, 4:13,
110:11, 110:12
note 39:15, 111:1
noted 110:5
notes 109:9
nothing 5:5, 18:9
notice 1:16, 23:18
notions 47:18
November 6:14, 8:5
numbers 33:6,
43:14, 85:18
numeric 30:12
numerical 30:16

O

O'Neil 10:21
object 41:9,
41:10, 44:6,
102:4, 102:7
Objection 9:13,
10:10, 12:1, 12:3,
12:8, 12:20,
12:23, 18:19,
19:11, 21:23,
25:12, 25:20,
29:9, 30:13,
30:17, 30:22,
31:2, 31:6, 31:10,
31:14, 31:18,
31:22, 32:2, 32:8,
32:12, 32:20,
33:15, 33:21,
34:11, 35:2,
35:13, 36:1,
40:19, 41:1,
43:22, 45:19,
46:2, 46:15,
48:12, 49:4,
49:12, 50:12,
51:11, 51:20,
52:5, 52:16, 53:5,
55:21, 56:1,
56:16, 57:5, 59:3,
59:21, 60:14,
61:6, 61:9, 62:11,
66:11, 66:13,

67:15, 68:5,
68:12, 68:24,
69:3, 69:5, 69:8,
69:11, 69:16,
69:20, 69:24,
70:8, 70:18, 71:2,
71:7, 72:10,
72:20, 72:22,
73:3, 73:6, 73:15,
73:18, 73:24,
74:16, 75:6, 75:9,
75:13, 76:1,
76:10, 76:14,
76:18, 76:23,
77:15, 77:23,
78:2, 78:8, 78:24,
79:6, 79:21, 80:5,
80:8, 80:18,
80:22, 83:21,
84:2, 85:17,
85:22, 86:3, 86:8,
86:12, 86:16,
86:19, 87:6,
87:10, 87:18,
87:22, 88:2, 88:6,
88:10, 88:14,
88:18, 88:21,
89:1, 89:6, 89:13,
89:17, 89:22,
89:24, 90:3, 90:7,
90:10, 90:14,
90:17, 90:20,
90:23, 91:9,
91:13, 91:24,
92:3, 92:10,
92:14, 93:14,
93:22, 94:11,
94:16, 94:21,
94:24, 95:4, 95:8,
95:12, 95:18,
95:23, 96:14,
96:19, 98:18,
98:22, 99:1,
100:2, 100:11,
100:15, 100:20,
100:24, 101:15,
101:21, 102:2,
103:1, 103:3,
103:6, 103:10,
104:7, 105:11,
105:20, 106:10
objections 3:5,
41:20, 101:24
obtaining 14:2
occupied 7:14
occur 78:1
occurred 51:14,
78:3
October 62:10,
65:14, 65:15,
65:16, 65:17,
65:19, 65:20,
67:5, 67:10
office 6:2, 6:4,
7:4, 7:6, 7:14,
14:10, 34:13,
34:17, 36:5,
41:19, 85:5,
86:10, 86:14,
86:18, 86:22,
87:1, 88:12,
89:11, 89:15,
89:20, 90:13,
90:19, 91:8, 93:3,
93:9, 93:21,
93:23, 94:5,
94:10, 94:18,
95:2, 95:6, 95:10,
95:17, 95:22
officers 90:9
offices 4:9,

50:22, 51:18,
52:1, 52:2, 52:14,
52:24, 53:2, 85:4,
90:9, 98:17,
99:18, 99:18,
99:21, 99:24,
99:24, 100:3,
100:8, 102:11,
112:13, 112:16
officials 58:24
Ohio 1:1, 1:5,
1:15, 1:19, 4:10,
4:14, 58:2,
104:10, 104:13,
104:21, 112:7,
113:2, 113:6,
113:8
ones 5:16, 19:8,
37:5, 50:7
open 47:17, 92:23,
92:24, 93:6, 93:6,
93:10, 93:21,
93:23, 94:5, 94:9
operations 9:18
opinion 44:8,
44:9, 44:10,
106:7, 106:9,
107:13
opportunity 43:11
oppose 49:1
opposed 47:15,
48:5, 48:8, 48:10,
49:3
option 75:22
orally 5:21
order 6:18, 8:3,
9:11, 10:8, 18:17,
67:18, 67:23,
68:1, 69:15, 81:2,
81:3, 81:10,
81:24, 82:12,
82:18, 82:20,
83:12, 84:1
ordered 7:17,
82:12, 82:18, 84:9
ordering 9:11,
67:18, 82:20
ordinance 53:9
ordinances 14:19,
34:6, 35:18, 53:20
original 111:5
otherwise 70:3,
112:15
ought 47:18
outline 21:11
outlined 34:23
outlines 81:3,
81:10
output 48:24
outside 89:18,
96:21
owned 37:13,
37:14, 37:19,
38:10, 43:9
owners 37:4, 37:5

P

p.m 4:8, 65:16,
65:18, 65:19,
108:15
PAGE(S) 3:6
pages 29:4, 71:21,
110:4, 110:4,
113:12, 113:13
paid 25:11, 26:17,
42:7
paragraph 47:14,
81:22
parking 96:18,
96:20, 97:11,

97:11
particular 22:15,
28:18, 36:23,
37:14, 38:10,
48:13, 52:11,
59:4, 59:5, 60:11,
73:4, 73:5, 74:1,
102:14
particularly
52:17, 105:3
parties 4:7, 38:7
partly 61:20
party 18:2, 82:20
passed 14:23,
34:6, 53:9, 53:20
passing 14:18
past 13:4
pay 25:8, 42:12,
42:13, 93:10
paying 42:6
payment 25:19
payments 26:2
pending 1:19,
44:16
performing 18:12
period 13:9,
13:15, 102:4,
102:7
periods 13:6
personally 68:23,
110:13
Phase 22:20, 22:22
Phelps 2:11, 4:10,
29:11, 29:11,
29:17, 29:18,
29:23, 29:23,
30:9, 30:11,
30:20, 32:5,
32:14, 112:6,
113:6
phrase 53:7
places 101:6
placing 75:23
plaintiff's 3:13,
7:2
plan 23:13, 24:6,
24:6, 24:8, 27:17,
45:24, 50:9,
50:21, 51:1, 51:3,
51:6, 53:3, 62:15,
62:18, 62:20,
62:23, 63:2, 63:5,
68:4, 68:7, 68:9,
68:22, 71:1, 71:5,
71:16, 71:21,
72:2, 72:5, 72:8,
72:13, 72:19,
73:9, 73:14,
73:22, 74:20,
75:24, 76:16,
77:10, 77:21,
78:6, 80:10,
83:13, 83:19,
83:23, 84:10,
84:12, 84:19,
85:1, 85:14, 92:1,
95:19, 95:21,
97:8, 98:16,
98:21, 99:20,
99:20, 99:21,
99:23, 100:9,
100:14, 100:19,
101:11, 101:13,
102:1, 102:3,
102:4, 102:7,
102:9, 102:11,
103:8, 103:15
planful 9:14
planned 21:20,
22:16
planning 20:8,

20:20, 22:5
 plans 24:10,
 28:16, 39:22,
 41:17, 46:9,
 46:10, 46:13,
 47:1, 52:3, 52:14,
 68:14, 70:15,
 75:3, 75:3, 77:14,
 99:10, 101:3
 Plaza 29:14,
 29:15, 31:4, 40:2,
 40:3, 112:2, 113:1
 please 5:11, 5:18,
 42:23, 55:15,
 63:19, 107:6,
 108:7, 111:1,
 112:16, 113:11
 pleased 45:13
 plumbing 21:4
 plus 9:2
 point 9:9, 22:8,
 34:6, 34:23,
 37:11, 43:5, 60:6,
 68:8, 74:5
 pointed 42:10
 points 26:1, 32:6,
 32:10, 32:15,
 32:16
 police 20:2,
 21:19, 22:11,
 22:18, 24:7, 28:9,
 28:13, 42:16,
 96:12, 96:17,
 96:18, 96:20,
 97:9, 97:11,
 97:11, 97:12,
 98:4, 99:13
 Polovischak 6:21,
 6:22, 7:11
 POR 20:11, 20:13,
 20:18
 possible 11:17,
 32:17
 possibly 43:22
 postponed 21:20
 potential 22:24,
 23:18, 33:7
 preconceived 47:18
 prefers 11:17
 preliminary 17:11,
 28:8, 33:11
 prepare 20:17,
 20:21, 21:11
 prepared 41:22,
 62:21, 63:11,
 66:12, 66:17,
 68:9, 68:14,
 77:10, 80:15
 preparing 41:23
 present 2:13,
 23:4, 69:18, 69:21
 presented 71:1,
 71:5
 presently 6:1,
 13:1, 96:7
 president 10:23
 Presiding 13:14,
 26:8
 previous 42:1,
 53:19
 primary 39:22
 print-out 64:2,
 64:5
 prior 55:19,
 69:15, 72:19,
 80:17
 prisoners 52:21,
 97:19, 98:3,
 103:17, 103:24
 private 8:23,
 85:3, 86:1, 86:7

probable 21:13,
 72:8
 probably 5:15,
 12:12, 13:22,
 17:5, 22:9, 24:1,
 24:2, 24:12, 33:3,
 40:5, 67:9, 68:14,
 70:19, 78:16,
 83:14, 84:3,
 87:19, 105:5
 probation 88:9,
 89:23, 90:5, 90:9,
 90:12, 90:13,
 91:17, 91:18
 probationers 90:2
 problem 60:3
 problems 9:15
 procedure 1:18,
 5:18, 112:14
 proceed 53:11,
 53:21
 proceeding 45:14
 proceedings 74:21,
 109:7
 process 14:5,
 14:14, 14:19,
 15:10, 18:3, 18:6,
 18:7, 21:17,
 21:19, 22:5,
 23:18, 23:19,
 33:19, 34:10,
 34:22
 professional
 47:21, 48:23
 Professors 10:24
 Program 20:13,
 20:21, 23:4
 progress 37:18
 project 35:24,
 36:4, 37:8, 37:20,
 38:4, 42:6, 42:7,
 42:8, 43:19,
 47:18, 48:1,
 53:24, 55:20,
 56:10, 56:15,
 106:14
 projects 26:10,
 42:14, 54:21
 prominent 10:19,
 43:6
 proper 86:1, 86:5
 properly 82:1
 properties 22:17,
 37:2, 37:6, 37:13,
 37:13, 37:17
 property 36:19,
 36:21, 37:5,
 37:19, 37:23,
 38:10, 42:10,
 61:23
 proposals 22:14
 proposed 22:18,
 39:22, 39:23,
 40:16, 41:14
 prosecutor 90:18
 prosecutor's 7:3,
 7:6, 7:14, 95:17,
 95:22
 prosecutors 96:2,
 96:4, 96:10
 provide 7:18,
 19:5, 21:9, 21:13,
 67:19, 68:19,
 72:13, 77:20
 provided 9:12,
 10:9, 18:13,
 19:23, 20:5,
 41:16, 51:8,
 54:15, 67:13,
 68:9, 76:11, 77:4,
 77:6, 77:8, 77:9

providing 56:24
 prudence 55:18
 prudent 10:16,
 11:11, 11:22,
 36:23, 37:9
 public 1:15, 4:13,
 8:24, 11:13,
 11:17, 50:22,
 52:20, 55:19,
 82:2, 85:9, 87:17,
 92:17, 92:19,
 92:23, 98:5, 98:8,
 98:13, 105:3,
 110:11, 110:12
 purchase 38:11
 purchased 37:3,
 37:7
 purpose 46:22,
 70:22, 77:18,
 92:24
 purposes 23:12
 pursuant 1:16,
 1:17, 112:14

Q

questioned 8:20
 quibble 79:17
 quick 15:24
 quickly 33:8
 quite 35:8, 38:12,
 43:14, 43:14

R

R-O-B-E-R-T 5:12
 Ray 50:5, 53:18
 Raymond 39:5
 Re 112:7, 113:8
 reached 40:22
 reading 59:4,
 112:17
 ready 108:9
 real 15:24
 really 23:24,
 23:24, 26:12,
 26:21, 35:9, 44:7,
 44:8, 48:16, 63:3,
 66:19, 66:19,
 70:4, 76:3, 76:19,
 84:4, 84:5, 96:24,
 97:6, 103:22,
 105:1
 reason 10:7,
 17:15, 79:22,
 89:4, 102:22,
 103:7, 111:7
 reasonable 42:12,
 46:11, 46:11,
 80:14, 106:8,
 107:13, 107:14
 reasons 110:6,
 111:4
 receive 57:20
 received 34:8,
 39:19, 65:21,
 65:23, 112:15
 receiving 57:24,
 58:1
 reception 92:13,
 92:19, 93:17
 receptionist 90:6
 recess 55:6
 recitation 82:6
 recognize 45:6,
 47:8, 56:20,
 57:13, 58:17,
 66:24, 71:10,
 84:16
 recommendation
 59:7, 59:7, 59:13

Recommended 21:2,
 21:4
 record 5:10, 7:23,
 8:1, 55:7, 107:9,
 111:4
 records 94:3, 94:7
 redetermination
 48:20
 reduce 37:19
 refer 7:7, 20:12
 referred 57:3
 referring 19:9,
 40:4, 50:15, 56:3,
 56:23, 59:7,
 62:14, 78:9,
 78:11, 78:12,
 78:13, 78:18,
 97:19, 107:18
 reflected 41:13,
 61:21
 refresh 79:10,
 79:11
 refusal 37:24
 refused 46:6
 regarding 19:5,
 26:20, 33:5
 Registered 109:13
 REGULAR 112:10
 regulations 102:18
 Reid 43:3, 43:20
 rel 1:5, 112:7,
 113:8
 relate 35:15
 related 67:4,
 83:19, 85:15,
 107:19
 relationship 28:11
 Relators 1:7, 2:5
 remaining 59:15
 remains 59:9
 remodeled 81:6
 remove 16:18
 removed 16:23
 renovate 33:10,
 33:12
 renovated 61:3,
 104:20
 renovating 33:7,
 45:18
 renovation 28:2,
 51:19, 68:10,
 72:2, 84:21,
 104:22
 Repeat 12:4
 rephrase 5:19,
 34:5, 41:9
 report 10:2, 10:3,
 10:3, 28:14, 34:8,
 45:16
 reported 27:15
 reporter 5:11,
 5:22, 16:23, 55:9,
 107:7, 109:13,
 111:3
 REPORTER's 109:3
 reporters 7:21
 reporting 28:15,
 112:1, 113:1
 represent 19:4
 representative
 47:15, 47:24,
 59:19, 75:2
 representatives
 18:24, 62:6
 represented 16:16,
 19:1, 19:3
 request 58:23,
 111:4
 requested 53:7,
 54:13, 107:9
 requesting 59:5,

59:15
 required 20:19,
 20:22, 97:6, 97:8
 requirements
 20:13, 20:21,
 23:5, 28:13,
 102:16
 research 88:20,
 88:24
 resolution 14:23
 resolutions 35:18,
 53:20
 resolve 59:1
 respected 10:21
 respective 110:6
 respects 47:19,
 48:17
 Respondent's 17:3,
 28:4, 38:19,
 38:22, 42:19,
 44:19, 47:7,
 55:11, 55:14,
 56:20, 57:8,
 57:11, 58:16,
 84:13
 Respondents 1:11,
 2:8
 responding 65:15
 restroom 85:3,
 86:1, 88:17,
 91:11, 91:23,
 94:14, 97:16,
 97:17, 97:20
 restrooms 94:5,
 98:8
 resulting 47:21
 Reverend 10:20
 review 9:17, 11:2,
 17:9, 35:5, 35:6,
 46:24, 57:22,
 83:16, 83:24,
 85:14, 85:20,
 85:24
 reviewed 44:21,
 46:13, 57:12,
 104:17
 revisit 93:15
 riding 103:17
 ring 58:8
 Robert 1:6, 1:6,
 1:9, 5:2, 5:12,
 39:16, 110:4,
 111:23, 112:4,
 112:8, 113:8,
 113:8, 113:12
 role 14:11, 14:12,
 74:22, 75:12,
 106:14
 room 21:9, 85:8,
 85:9, 87:8, 87:9,
 87:11, 87:16,
 89:5, 90:16,
 90:22, 91:1, 91:4,
 91:12, 92:2, 92:6,
 92:7, 92:7, 94:20,
 101:14, 101:14,
 101:20, 104:24
 rooms 8:22, 8:23,
 50:22, 85:10,
 87:24, 96:1
 Rules 1:17, 112:14
 runs 29:23

S

sadly 59:9
 safety 46:19,
 102:19, 105:3
 Sally 96:13
 Sarah 50:6
 satisfied 8:17,

51:1, 51:5, 52:13,
52:24, 98:20,
99:18, 99:22,
99:23, 100:10
saying 24:4,
26:20, 35:16,
35:17, 59:12,
76:22, 80:10,
97:10, 99:5, 99:6,
99:7, 100:5,
100:7, 100:8
says 5:7, 20:7,
40:8, 67:3, 86:21,
89:2, 92:4, 95:13,
96:18, 97:11,
97:11, 97:12,
97:12, 97:17,
102:17
schedule 59:19
scheduled 69:13
schematic 23:7,
23:13, 25:4,
26:24, 27:4, 27:6,
41:16, 50:18,
65:3, 65:7, 66:10,
66:16, 67:14,
76:7, 77:10,
77:21, 80:2, 80:3,
83:13, 83:23,
83:24, 84:19, 92:8
schematics 23:23,
23:24, 24:11, 46:9
score 30:16
scored 32:5
scores 30:12
scoring 32:6
scrutinized 23:20
Sean 50:5
seating 8:22
secretaries 85:4
secretary 85:6,
86:10, 86:21,
86:23, 87:2
Section 20:5,
20:10
secure 97:13,
97:20
secured 98:2
security 21:5,
83:2, 97:12,
99:11, 105:9
seeing 65:6
seek 11:16, 11:16
seem 10:15
selected 32:24,
39:23
selection 18:6,
18:7, 34:9, 45:13
semi-expert 102:12
sending 58:14
sent 43:20, 58:9,
64:3, 64:10, 66:7,
67:12, 76:5,
112:10
separate 95:2,
95:6, 95:10,
97:16, 97:17,
101:18
separated 53:1
separately 60:12
separation 52:19,
52:20, 99:12
series 34:15, 64:1
serious 8:16,
70:3, 99:4
serve 82:2
services 17:11,
18:13, 19:5, 19:7,
25:11, 25:19
sets 12:13
seven 48:22

seven-year 47:20
several 14:19,
37:6, 37:6, 61:15,
67:7
share 50:16,
74:19, 74:21
shared 17:23,
50:9, 65:3
sharing 51:14
sheet 21:9, 111:2
sheet(s) 110:6
short 55:4
shorthand 4:13
shortly 38:3,
66:21, 80:17
showed 41:20
showing 16:7,
38:21, 63:17,
66:23, 67:22
shown 109:8
sign 4:16, 111:1,
112:13
signature 108:14,
110:1, 110:8,
110:14, 110:16,
111:5, 112:15
signed 111:5,
112:14, 113:11
simply 53:2
sin 103:18
Sincerely 112:18,
113:15
sit 93:13
site 22:16, 22:16,
22:16, 27:12,
28:23, 29:5,
30:11, 30:19,
30:24, 31:4, 31:8,
31:12, 31:20,
31:24, 32:5, 32:7,
32:7, 32:17,
32:18, 34:9,
35:12, 39:22,
40:1, 40:2, 40:3,
40:7, 40:7, 40:10,
40:11, 40:11,
40:13, 41:14,
45:14, 45:15,
99:21
sites 22:15,
22:24, 23:19,
23:20, 27:14,
27:15, 27:21,
27:23, 28:16,
28:17, 30:19,
39:23
sitting 24:16
situation 48:14
sixth 82:5
size 51:18, 52:2,
53:1, 53:3, 98:17,
99:22, 99:24,
100:8, 100:10
sizes 52:15, 100:3
smaller 100:23
somebody 48:19,
48:24, 67:11,
93:1, 93:1, 93:2
sometime 8:4,
25:3, 58:1, 66:4
somewhere 91:17
sorry 6:19, 7:1,
9:7, 16:22, 20:4,
20:12, 20:19,
25:6, 39:4, 81:17,
91:20
sorts 60:9
sounds 22:3, 79:15
south 2:11, 4:10,
112:6, 113:6
southeast 29:24,

31:12
space 7:13, 7:17,
7:18, 8:21, 20:19,
20:22, 20:24,
21:9, 22:13,
28:12, 28:13,
38:14, 52:7, 53:1,
53:2, 71:14,
92:23, 92:24,
99:18
spaces 28:10, 94:3
speak 9:9, 70:11
special 26:9,
26:17, 42:8,
53:24, 54:21
specific 76:4,
79:9, 79:10,
79:11, 79:18,
102:11, 102:13,
105:8, 105:17,
106:22, 107:2,
107:6, 107:7
specifically 15:8,
15:19, 17:6,
24:24, 26:10,
26:11, 35:5,
53:16, 62:7, 68:7,
71:8, 77:9, 100:21
specification
21:11
specifications
52:8, 103:9
specifics 107:19
specified 1:17
spell 5:11
spend 36:24, 46:4,
46:6, 53:10
spoke 38:1
square 20:18,
20:21, 50:22,
51:5, 83:20, 85:2,
85:7, 85:15,
100:14, 100:16,
100:17
staff 94:23, 95:1,
95:22, 97:17
stage 21:6, 24:11
Stairs 98:10
Standard 105:9,
105:9, 105:17
standards 52:9,
81:11, 82:7,
82:23, 83:2, 83:5,
102:19, 105:24,
108:5
standpoint 10:15
stands 97:23
stark 10:4
start 107:3
started 5:23,
6:11, 6:15, 9:7
starting 82:18
starts 81:19,
81:24, 82:12
state 1:5, 1:15,
4:14, 5:10,
102:18, 110:13,
112:7, 113:8
stated 14:24,
43:8, 45:12
statement 10:4,
14:6, 14:7, 14:8,
14:9, 14:15,
21:13, 35:7, 45:2,
48:14, 49:5, 53:12
statements 110:14
stenographer's
91:8
stenotype 109:9
step 9:16, 10:18,
11:3, 41:18, 41:21

steps 14:17, 14:17
Steve 60:7, 60:8
Stevens 60:10,
60:19, 60:24
stipulated 4:6,
4:11, 112:15
STIPULATIONS 4:4
storage 91:12
stories 38:14
Street 2:11, 4:10,
24:5, 29:19,
29:19, 29:22,
30:8, 30:12,
30:20, 31:9,
31:13, 31:21,
31:24, 32:5, 40:1,
40:7, 40:11,
112:6, 113:6
Street/fifth
22:15, 33:24
Strollo 49:8,
49:11, 49:18,
50:6, 50:11, 51:9,
51:15, 51:16,
62:14, 62:18,
62:21, 63:11,
64:17, 65:24,
66:10, 66:12,
66:17, 67:3, 73:9,
73:14, 73:21,
73:22, 73:23,
74:14, 74:15,
74:23, 76:6,
77:10, 77:11,
98:15, 102:23,
103:8
Strollo's 67:13,
68:4, 70:15,
72:19, 76:16,
83:13, 83:19,
84:19, 99:10,
99:20, 99:23,
100:19, 103:16,
104:4, 106:14
strong 36:22
strongly 33:23
studious 9:15,
10:12
stuff 24:17
style 11:12,
11:21, 11:21
subject 10:14
submit 20:11, 27:3
submitted 40:17
Subsection 20:13
subsequent 59:22
substance 110:5
suggest 43:17,
44:3
suggestion 61:20
suggestions 75:8
suitability 63:9,
64:14
suitable 8:8,
9:11, 10:9, 14:3,
52:4, 67:19, 82:1
suite 2:6, 88:9,
88:13, 91:17, 92:9
sum 55:19
summary 28:10
Summit 104:10
supervisor 90:12,
90:13
supplies 94:3,
94:6
supportive 38:2
supposed 18:23
Supreme 1:1, 1:19,
9:16, 16:13, 58:2,
58:9, 58:20,
58:23, 59:13,

satisfied - third
59:17, 59:19,
59:23, 60:2, 60:4,
62:4, 81:10, 82:6,
83:5, 102:16,
104:17
suspect 103:15
swore 110:14
systems 21:5,
90:19

T

T-L-T 97:23
table 61:14, 61:24
taken 1:14, 4:8,
4:12, 5:16, 35:1,
37:9, 55:6,
102:17, 109:9,
109:10, 111:3,
112:8, 112:12,
113:12
taking 109:7
tangible 34:10,
34:22, 35:7,
35:16, 35:17,
35:17
tear 37:22
tech 94:3
technical 97:5
technology 94:6
ten 23:20
tenure 26:1
term 6:10, 6:12,
13:15, 35:8,
35:16, 39:10,
96:22
terms 11:20, 14:5,
27:11, 28:11,
28:15, 34:22,
45:17, 64:6,
73:21, 74:15,
81:5, 84:4, 85:1,
94:2, 97:5, 98:16,
98:23, 98:23,
99:2, 99:10,
99:11, 99:12,
103:21
testified 14:1,
34:24, 79:2, 99:13
testify 5:4
testimony 43:9,
109:6, 109:8,
109:9, 110:4,
110:5, 110:5
thank 32:16,
33:18, 38:15,
40:6, 41:11,
44:10, 49:6, 53:6,
72:12, 77:19,
79:23, 80:24,
98:14, 100:13,
111:2, 113:14
there's 16:1,
39:15, 85:18,
85:19, 94:9, 96:7,
101:4, 102:10,
106:17
thereabouts 13:23,
15:20, 28:2, 54:11
thereafter 66:21
therefor 110:6,
111:7
therein 1:17
they're 19:8,
44:6, 52:12, 86:5,
96:3, 97:18, 99:3
thinking 8:4,
33:9, 41:2, 41:6,
43:23, 44:3, 44:6,
44:13, 91:2
third 10:6, 82:3

Thirty 32:16
 though 18:8,
 43:13, 73:4, 74:4
 thoughtful 47:21,
 48:23
 Tiffin 104:21,
 104:23
 today 8:13, 9:3,
 83:18, 104:4
 Today's 111:23
 toilet 8:24, 86:7,
 97:23, 98:1, 99:19
 Tony 64:10, 64:20,
 64:21, 65:3, 65:5,
 65:16, 65:17,
 65:18
 top 59:23, 64:6,
 65:18, 71:16,
 71:23
 torn 37:22
 tossed 33:6
 total 30:12, 37:7,
 37:20, 40:7,
 40:13, 104:8
 touched 99:14
 tough 26:5
 toward 19:15,
 81:21
 town 54:19, 70:2
 trade 42:14
 transaction 17:23
 transactions 26:19
 transcribed 4:14,
 112:12
 transcript 4:16,
 109:6, 111:1,
 111:3, 111:6,
 113:12, 113:13
 transcription 4:15
 transferable 52:12
 transparency 61:18
 transpired 14:10
 trial 52:18
 trick 56:6
 true 109:6, 110:14
 Trumbull 104:16
 Trustees 10:22
 truth 5:4, 5:5,
 5:5, 110:14
 truthfully 26:21
 Tuesday 104:21
 tunnel 24:9
 turn 22:23
 two-and-a-half
 13:16, 13:17,
 13:18
 two-year 13:9,
 13:15
 type 17:22, 21:2,
 23:23, 47:16

U

Uh-huh 7:9, 8:6,
 19:13, 23:16,
 29:13, 56:4,
 87:12, 87:14
 ultimately 55:20
 unclear 34:12
 understand 5:19,
 24:11, 34:5, 62:17
 understandable
 19:21
 understanding
 10:14, 18:22,
 103:16
 understood 74:3
 unfair 107:24
 unfinished 6:12
 unfulfilled 59:9
 unique 102:14

unknowns 33:5
 unless 112:15
 upon 111:4, 112:14
 user 47:22, 48:24
 using 53:24

V

vacation 70:1
 vaguely 63:6,
 63:10, 63:10,
 63:12
 various 26:1,
 34:8, 96:5
 Vegas 104:13
 verifiable 79:16
 view 41:16
 violate 105:10,
 105:18, 105:19
 violates 106:2
 voiced 75:21

W

wait 93:13
 waiting 8:23,
 90:2, 92:12,
 92:24, 93:1, 93:2,
 93:3, 101:13
 WAIVED 108:14
 wall 42:11
 wanted 17:1, 25:2,
 46:13, 48:7,
 48:24, 49:2, 53:9
 wants 19:21,
 106:21
 ward 38:5
 ways 10:4, 46:17
 we'll 66:22,
 108:13
 we're 38:19, 40:3,
 78:9, 96:1, 104:23
 we've 5:16, 6:17,
 12:12, 26:12,
 36:22, 37:9,
 40:11, 62:13
 Wednesday 104:21
 week 66:21, 66:22
 weren't 8:12,
 69:21
 west 2:6, 29:15,
 31:4, 31:12, 31:16
 what's 14:10,
 17:3, 19:9, 19:22,
 20:5, 24:21, 28:3,
 42:18, 44:18,
 47:6, 55:13,
 56:19, 63:17,
 65:9, 66:23,
 67:22, 71:9,
 84:13, 92:21,
 97:6, 97:8
 whatever 14:5,
 38:19, 93:12,
 103:4
 whereupon 5:1,
 38:20, 47:5,
 55:12, 56:13,
 57:9, 58:15, 107:9
 whether 21:21,
 22:7, 25:7, 25:10,
 26:16, 34:15,
 49:10, 50:8,
 50:14, 53:1, 58:6,
 60:12, 65:3,
 66:20, 70:14,
 70:24, 72:15,
 75:11, 76:21,
 84:1, 85:1, 85:14,
 85:20, 85:24,
 86:4, 94:9, 97:8,

98:3, 100:22
 whole 5:5, 5:17,
 34:15, 52:9,
 52:10, 52:12
 whom 61:11, 72:24,
 73:4
 whomever 46:17
 Williams 33:19,
 34:13, 34:17,
 36:5, 47:11, 78:14
 willing 75:22
 willingness 61:3,
 61:7
 wish 7:7
 within 1:15, 4:13,
 66:6, 66:21,
 112:14
 witness 4:16,
 16:7, 16:14,
 25:14, 49:13,
 60:15, 103:12,
 108:12, 111:1
 witnesses 8:20
 women 92:1
 wondering 93:16
 wood 22:15, 24:5,
 31:13, 31:16,
 31:20, 31:24,
 33:24, 40:1, 40:7
 wood/Fifth 36:18
 wouldn't 18:16,
 38:11
 writing 45:16
 written 47:11
 wrong 53:7, 74:2
 wrote 58:20

Y

yeah 6:22, 18:11,
 24:19, 29:21,
 30:8, 43:13,
 49:14, 49:15,
 60:16, 75:1,
 81:19, 94:18,
 97:2, 99:9,
 103:13, 107:10
 yellow 91:5, 91:6
 yesterday 15:22
 yet 65:22
 you'll 20:12,
 20:12, 76:3
 Youngstown 1:9,
 2:7, 2:10, 2:12,
 4:9, 4:10, 6:2,
 6:5, 6:7, 9:17,
 10:5, 10:23,
 15:14, 28:9,
 39:23, 62:21,
 67:4, 71:14,
 71:15, 112:2,
 112:5, 112:6,
 112:7, 113:2,
 113:5, 113:6,
 113:9
 yourself 47:11
 YSU 10:22, 10:24

olsavsky
j aminet
ARCHITECTS

March 20, 2006

City of Youngstown
Engineering/Public Works Department
Youngstown, Ohio 44503

Attn: Carmen Conglose, Deputy Director of Public Works

Re: Proposed New Municipal Court Facilities

Dear Mr. Conglose:

Enclosed are site plans in addition to the proposed budgets for the two primary sites selected for the proposed City of Youngstown Municipal Courts building. As you are aware we had originally identified 8 possible sites as locations for this facility and were included in our report of October 16, 2003. Since that time, the Federal Plaza site and a site located on Wick Avenue and McGuffey were also reviewed.

The building costs shown were derived using historical data from the F.W. Dodge Corporation and Martyn Blundall Associates, our cost consultant. These costs are based upon average square foot costs of similar buildings and size.

Once the site is selected, we will proceed with providing schematic drawings including floor plans and other drawings necessary to illustrate the project in greater detail, so that a more detailed cost estimate can be made.

Should you have any questions or need more information, please call.

Very Truly Yours,


Raymond J. Jaminet, AIA, CEFPI
President

RJJ/acc

enclosure(s)

cc: Judge Robert A. Douglas, Jr.

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

T

City of Youngstown
New Municipal Courts Building
Proposed Budget
Fifth Avenue and Wood Street Site

March 17, 2006

Building Area - 34,791 square feet, partial basement with 1 story and partial 2nd story above grade
On-site parking for visitors and staff

Current Construction Cost (34,791 x \$186/sf) ¹	\$6,471,126
Cost Escalation Contingency to 2008 (\$6,471,126 x 5%)	<u>323,556</u>
	6,794,682
Construction Contingency (\$6,794,682 x 5%)	<u>339,734</u>
Total Construction	7,134,416
Property Acquisition ²	826,000
Demolition of Existing Structures ³	450,000
Loose Furnishing ⁴	385,000
Soft Costs (A/E Fees, Topo., Survey, Soil Testing, Printing, etc.)	<u>580,000</u>
Total Budget	9,375,416

¹ – Includes fixed furniture; ie court room furnishings, etc.

² – See Attached.

³ – Does not include any hazardous material abatement, since it is not known until structures are tested, prior to purchase.

⁴ – This amount cannot be finalized until existing loose furnishings (desks, chairs, etc.) are inventoried.

ATTACHMENT

<u>PROJECT PARCEL NO.</u>	<u>CITY LOT NO.</u>	<u>PERM. PARCEL NO.</u>	<u>PROBABLE OWNER</u>	<u>APPRAISED FAIR MARKET VALUE</u>	
1	Pt. 585	53-003-0-001.00	William Matsouris	215,000.00	Bldg.
2	Pt. 585	53-003-0-002.00		52,000.00	Bldg.
3	55792	53-003-0-007.00	Richard K. & C.F. Clark	1,900.00	Vac. Land
4	13344	53-003-0-008.00	Eddie Duncan c/o Lola Carter	4,200.00	Vac. Land
5	13340	53-003-0-003.00	Covenant Lodge 59 F & AM	33,500.00)	Vac. Land
5A	13341	53-003-0-004.00)	Vac. Land
5B	13342	53-003-0-005.00)	Vac. Land
5C	55793	53-003-0-006.00)	Vac. Land
6	13345	53-003-0-009.00	(Prince Hall Free & Accep. Masons Cov. Lodge#59)	240,000.00)	Bldgs.
6A	13346	53-003-0-011.00)	
6B	586	53-003-0-012.00)	
7	587	53-003-0-013.00	Mark Thompson	125,000.00	House
8	588	53-003-0-014.00		15,000.00	House
9	11509	53-003-0-015.00	C V, LLC	70,000.00)	Bldg.
9A	11510	53-003-0-016.00)	Vac. Land
10	11510	53-003-0-017.00	Ronald S./Joanne C. Eiselstein	7,800.00)	Vac. Land
10A	11511	53-003-0-018.00)	
11	PT.11512	53-003-0-021.00	Firepearl Group Est. Inves.	9,900.00	Bldg.
12	11514	53-003-0-023.00	Ronald Eiselstein dba Firepearl Group Real Est.	15,800.00)	Bldg.
12A	11515	53-003-0-024.00)	
13	Pt.11511	53-003-0-019.00	William J. Downie	10,200.00)	Bldg.
13A	1151	53-003-0-020.00)	
14	11513	53-003-0-022.00	William J. Downie	25,000.00	Bldg.
15	Pt. 13345	53-003-0-010.00	Frank J. Carbon	1,300.00	Vac. Land

TOTAL APPRAISED VALUE: \$ 826,000.00

City of Youngstown New Municipal Courts Building

Proposed Budget

Federal Plaza Site

March 17, 2006

Building Area - 34,791 square feet, partial basement with 2 stories above grade
No on-site parking provided; however, 2 nearby existing facilities park 146 cars
and other facilities are located within one city block

Current Construction Cost (34,791 x \$180 ² /sf) ^{1, 2}	\$6,262,380
Cost Escalation Contingency to 2008 (\$6,262,380 x 5%)	<u>313,119</u>
	6,575,499
Construction Contingency (\$6,575,499 x 5%)	<u>328,775</u>
Total Construction	6,904,274
Property Acquisition	0
Demolition of Existing Structures	0
Loose Furnishing ³	385,000
Soft Costs (A/E Fees, Topo., Survey, Soil Testing, Printing, etc.)	<u>560,000</u>
Total Budget	7,849,274

¹ - Includes fixed furniture; ie court room furnishings, etc.

² - Building cost is reduced due to minimal site costs.

³ - This amount cannot be finalized until existing loose furnishings (desks, chairs, etc.) are inventoried.

MUNICIPAL COURT OF YOUNGSTOWN



FILE:
COURT FACILITIES

ROBERT A. DOUGLAS, JR.
JUDGE

26 S. PHELPS
YOUNGSTOWN, OHIO 44503-1373

TELEPHONE 330/742-8857
FAX 330/742-8845

August 11, 2006

Honorable Mayor Jay Williams:

Thank you for the continued communication regarding our response to the proposed *Memorandum of Understanding*, the issues raised by the Court and the corresponding issues you raised. Again, generally, the elements are acceptable in principle. In consideration of your specific responses, as follows:

- *"Program Design"* - We are not opposed to another representative, in addition to Carmen Congolese, with the type of expertise you cite. Hopefully that person would come with an open mind without any pre-conceived notions as to what this project ought to be. As well, that person respects the Court's ability to determine its own needs and the seven-year knowledge base resulting from very thoughtful community, professional and user input.
- *"Financing Plan"* - I am sure that when the time comes (after the program design development is completed, based on a specific site, which will result in an accurate cost estimate) City Council, the Administration and the Court can responsibly consider the comprehensive financial impact of all city revenue and spending activities in preparation of a financial plan for this project.

In regards to the process and the progress of the project, it is my hope there will open communication and cooperation on all critical issues as we confront them.

Finally, if there are no additional issues and we are satisfied with the *Memorandum of Understanding*, we can proceed with the first phase of officially selecting the site which I believe there is consensus - "the Master block". Concurrently, we can seek City Council authorization for the board of control to hire a specifically skilled (courthouse design) and experienced architectural firm to complete the design development. That will give us an accurate cost estimate.

Sincerely,

Robert A. Douglas, Jr.
Administrative/Presiding Judge

Cc: Judge Robert P. Milich
Judge Elizabeth Kobly
Youngstown City Council
Dave Bozanich, Finance Director
Iris Gugliucello, Law Director
Jason Whitehead, Chief of Staff
Carmen Congolese, City Engineer

EXHIBIT

U

CITY OF YOUNGSTOWN

MAYOR JAY WILLIAMS



OFFICE OF THE MAYOR

CITY HALL • 26 S. PHELPS STREET • YOUNGSTOWN, OHIO 44503

PHONE: (330) 742-8701 • FAX: (330) 743-1335



November 19, 2007

Judge Robert A. Douglas
Administrative and Presiding Judge
Youngstown Municipal Court

Judge:

Thank you for the opportunity to confer regarding the Court's request for Board of Control approval to procure the services of Olsavsky-Jaminet Architects in preparing final drawings and specifications and providing assistance during bidding and construction of the proposed Municipal Court Facility.

You and I discussed extensively, what should be the next logical course of action with respect to the Municipal Court Project. We both concurred that the work for which the Court is requesting authorization, is a necessary part of the Municipal Court construction process. However, we differed greatly as to the prudence of expending such a large sum of public money, prior to determining how the project would ultimately be financed. I expressed my extreme concern regarding the significant number of *variables* and *unknowns* that could render this sizeable expenditure worthless, until other critical issues were addressed.

As I indicated during our meeting, I have subsequently engaged in an extensive consultation with the legal, financial, and public works personnel who are also critical to this project. After careful consideration, my position remains respectfully consistent with what I articulated in our meeting.

In maintaining the necessary fiduciary responsibility, I believe the next appropriate course of action in this endeavor, is to adhere to the Memorandum of Understanding (*a copy of which is attached*) that was established between the Executive and Judicial branches in June of 2006. That MOU called for the executive administration to provide a detailed analysis of the City's financial capacity as it related to the proposed Municipal Court Project.

To that end, I have directed the officials in the finance and law departments to immediately procure the services of an independent, certified firm with expertise in municipal finance. As reflected in the aforementioned MOU, the firm will produce an objective report that will among other things seek to:

- Evaluate the City of Youngstown's legal and practical financing capacity as it relates to the Municipal Court Facility
- Integrate and evaluate the impact of court facility financing on ongoing city operations (Within the constraints of estimating reasonable projections)
- Examine financing scenarios and offer estimates and suggestions as to how and when financing the proposed Municipal Court Facility can be accomplished

EXHIBIT

✓

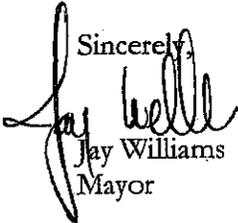
As agreed in the MOU, the administration will provide this report to the Judicial and Legislative Branches of Youngstown within the pre-established time frame of 90 days from the date of this letter (February 16, 2008.) Upon completion of the financial analysis, it would then seem suitable to promptly convene a substantive discussion amongst all three branches of city government to evaluate and act upon the findings therein.

In the interim time, there will be significant transition within the legislative branch of government. The executive administration would welcome a meeting inclusive of the current and incoming legislators along with the judicial body, in order to facilitate consensus with respect to the importance of this project and also with the course of action being pursued.

In closing, it is generally agreed that current environment in which the Municipal Court operates is less than ideal. This administration shares the valid concerns and frustration expressed by the Court. However, I hope that the Court would agree that due diligence must be exercised in finding a solution that addresses the legitimate concerns of the other co-equal branches of city government.

It is my hope that the Court receives this communication with the respect in which it was intended. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Jay Williams
Mayor

Cc: Judge Robert P. Milich, w/attachments
Judge Elizabeth Kobly, w/attachments
Youngstown City Council
Board of Control, Members, w/o attachments
Carmen Conglose, w/o attachments
Kyle Miassek, w/o attachments
Jason Whitehead, w/o attachments

CITY OF YOUNGSTOWN

MAYOR JAY WILLIAMS



OFFICE OF THE MAYOR

CITY HALL • 26 S. PHELPS STREET • YOUNGSTOWN, OHIO 44503
PHONE: (330) 742-8701 • FAX: (330) 743-1335



March 20, 2008

Judge Robert A. Douglas
Administrative/Presiding Judge
Youngstown Municipal Court

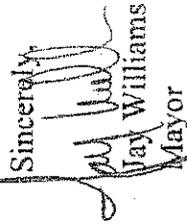
Judge Douglas:

Accompanying this cover letter is the financial analysis that was agreed to in a Memorandum of Understanding and subsequent agreement established between the Executive and Judicial branches of Youngstown City Government.

After the court has had an opportunity to review the document, as previously communicated, the executive administration would welcome a meeting amongst all three branches of Youngstown City Government. This meeting would provide an opportunity to discuss the project and the financial analysis. It would also provide an opportunity to evaluate any appropriate course of action.

Please do not hesitate to contact me with any questions or concerns; otherwise we look forward to an opportunity to convene.

Sincerely,


Jay Williams
Mayor

Cc: Judge Robert P. Milich
Judge Elizabeth Kobly
Youngstown City Council
Board of Control
Jason Whitehead

EXHIBIT



City of Youngstown, Ohio



Municipal Court Facility Financial Analysis

March 20, 2008

The PFM Group
Plaza One South
7251 Engle Rd
Suite 115
Cleveland, OH 44130

440-239-7070
440-239-7074 fax
www.pfm.com

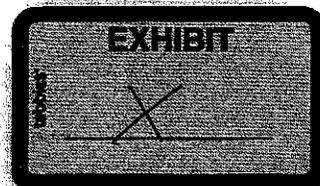




Table of Contents

Introduction

	<u>Page</u>
I. Financing Capacity.....	2
II. Ongoing Operations.....	8
III. Financing Scenarios.....	17
IV. Summary and Conclusions.....	22



Introduction

At the request of the City of Youngstown and in accordance with the terms of a Memorandum of Understanding established between the Executive and Judicial branches of the City in June of 2006 as well as a subsequent agreement in November 2007, Public Financial Management (PFM) has prepared an analysis of the City's financial capacity as it relates to the construction of a proposed Youngstown Municipal Court Facility ("Facility").

The proposed financing would provide for a new facility to be constructed on the Masters Block site owned by the Youngstown Area Central Improvement Corporation (YACIC). The facility would consist of 35,000 gross square feet on two levels with one 20,000 square foot basement and approximately 50 spaces of surface parking. The most recent project development budget was prepared in 2006 and estimates a total development cost of \$10,280,000. It should be noted, however, that this cost estimate does not include the cost for security and telecommunications systems, furniture, or moving expenses.

The financial capacity analysis consists of three tasks:

- Evaluate the City of Youngstown's legal and practical financing capacity as it relates to the Municipal Court Facility.
- Integrate and evaluate the impact of court facility financing on ongoing city operations (within the constraints of estimating reasonable projections).
- Examine financing scenarios and offer estimates and suggestions as to how and when financing the proposed Municipal Court Facility can be accomplished.

Each of these tasks will be addressed in a subsequent section of this report.

* * * * *



Financing Capacity



Evaluate the City of Youngstown's legal and practical financing capacity as it relates to the Municipal Court Facility

The City could legally finance the Municipal Court facility with four methods:

- Funds on Hand
- Voter Approved General Obligation Debt
- Non-Voter Approved General Obligation Debt
- Certificates of Participation

Each of these methods will be reviewed individually as follows:

Funds on Hand

While rare for a project of this magnitude, it would be legal to finance the project with funds on hand if sufficient funds were available. As of December 31, 2007, the balance in the Court Special Projects Fund was \$1,431,688. The only additional funds available to supplement this would be the cash balance of the City's general fund. The cash balance of the general fund as of December 31, 2007, is estimated to be \$472,064.

This fund balance is not only insufficient to fund the Municipal Court project, but has raised concerns at Standard & Poor's, the credit rating agency which rates the City's outstanding bonds. In December of 2007, Standard & Poor's placed the City on negative outlook primarily as a result of this small balance, stating that "The negative outlook reflects the City's decreased liquidity especially when negating the effect of onetime measures. A return to a stable outlook is contingent on the City achieving and maintaining balanced operations while rebuilding liquidity levels. Failure to do so could result in a downgrade."

Voter Approved General Obligation Debt

The City is able to issue general obligation debt (voter approved and non-voter approved combined) in an amount not to exceed 10.5% of the City's assessed value. As of December 31, 2007, the City's assessed value was \$601,628,937 allowing for maximum general obligation debt in the amount of \$63,171,038. Of this amount, the City has outstanding general obligation debt in the amount of \$36,305,000, leaving a capacity of \$26,866,038 available for City projects.

This capacity is sufficient to fund the Municipal Court Project and would provide a source of revenue for the repayment of the debt associated with the project. The ability to proceed with the project would depend upon receiving approval of a majority of voters at either a general or special election.



Non-voter Approved General Obligation Debt

The City's ability to issue General Obligation Debt which is not subject to voter approval is subject to an indirect (10-mill) limit on all overlapping political subdivisions. This limit is explained in a letter to David Bozanich dated January 10, 2008, from Attorney Pam Hanover of Squire, Sanders & Dempsey L.L.P.:

"The City's ability to issue unvoted general obligation debt is restricted indirectly by certain limitations on taxation. Revised Code Section 5705.02 limits the levy of unvoted taxes by all overlapping political subdivisions on any parcel of property to 1% of the assessed valuation of that property. This limitation is often referred to as the "10-mill limitation." Article 12, Section 11 of the Ohio Constitution prohibits the City from incurring debt unless the ordinance authorizing the debt provides for the levy and collection of taxes in an amount sufficient to pay principal and interest on the debt each year. Therefore, an ordinance authorizing unvoted general obligation debt must provide for an unvoted tax levy to pay the related debt service. Any debt issued which would cause the total of such unvoted tax levies by all overlapping political subdivisions to exceed the 10-mill limitation is void. Thus, in combination, these provisions operate as an indirect limit on the amount of unvoted debt the City may issue.

This indirect debt limitation requires a determination that in the theoretical situation in which no other funds are available for payment of debt service on unvoted general obligation debt, the taxes required to be levied to pay that debt service in any year would not exceed 10 mills on any parcel of property subject to taxation in the City. Because the 10-mill limitation refers to a maximum tax on a parcel of property, it is necessary to total the taxes which could be required to be levied by all political subdivisions which overlap the City in the event that all subdivisions, including the City, were required in fact to levy and collect taxes to pay debt service on their respective unvoted general obligation debt. Further, to determine the portion of millage inside the 10-mill limitation which has been allocated to debt service on unvoted general obligation debt, it is necessary to evaluate the year of the highest potential overlapping millage requirements."



Financing Capacity

As of December 2007, the amount included in this calculation is as follows:

Overlapping Subdivisions	Tax Valuation	Present Principal Amount	Debt charges for calendar year in which they will be the highest (2009)		Required Tax Rate in Mills
			For Principal	For Interest	
Mahoning County	\$4,176,044,571	\$50,350,002	\$9,463,554	Amount included in Principal	2.2662
City of Youngstown	\$601,628,937	\$36,305,000	\$1,755,000	\$2,335,530	6.7991
Youngstown City School District	\$638,817,869	None	None	None	0
(other)					
Total					9.0653

The maximum amount of the tax rate which could be levied under this limit is 0.9347 (the 10-mill limit less 9.0653). Based upon the City's current assessed value this amount would generate \$562,342.57 annually. This amount is insufficient to support the annual payment which would be required for the proposed Municipal Court Project. Even if it were sufficient, it is recommended that the City not levy to the maximum in order to provide the ability for the City (or other taxing entity) to fund unexpected projects.

Certificates of Participation

The City could also enter into a lease obligation whereby the City would agree to pay lease rentals under a lease purchase agreement. Certificates of Participation could then be issued based upon the lease (Certificates of Participation allow for the purchasers of the Certificates to receive a fractional share of the lease revenues). Since the security is limited, the Certificates are not considered to be "debt". The Certificates, however, are considered less credit worthy than the City's general obligation debt. As a result, purchasers of these Certificates would require a higher interest rate than would a purchaser of the City's general obligation debt. More important than the interest rate, however, would be the ability of the City to demonstrate sufficient revenues to meet for the lease payments associated with this financing mechanism. As will be discussed further in the next section of this report, absent a new source of revenue, it is extremely unlikely that the City would be able to fund the proposed Municipal Court Project through the issuance of Certificates of Participation.



Ongoing Operations



Ongoing Operations

Integrate and evaluate the impact of court facility financing on ongoing city operations (within the constraints of estimating reasonable projections).

In order to determine the impact that the court facility financing would have on ongoing operations, PFM analyzed the historic data from the financial statements for the operating funds of the City. These operating funds include the general fund, fire levy, police levy and other general governmental funds. They do not include proprietary funds, bond retirement funds, community development funds and convention center project funds, because revenues from these funds would not be available to assist in financing the municipal court facility. The combined revenues and expenditures for these funds since the year 2000 are presented as follows:

	2000	2001	2002	2003	2004	2005	2006
Revenues							
Income taxes	33,022,656	32,276,682	32,321,435	39,785,737	41,001,513	45,391,312	50,285,993
Property and other taxes							
Charges for services	3,829,664	3,474,311	3,475,543	3,741,504	4,284,628	5,250,904	5,328,920
Licenses and permits	392,304	594,105	619,380	595,055	724,987	873,758	588,043
Fines and forfeiture	880,633	957,901	1,005,025	1,063,878	977,724	609,564	680,174
Intergovernmental	22,671,633	19,792,709	17,305,585	13,722,603	13,605,568	11,548,206	13,836,944
Special assessments	0	776,047	1,473				
Investment income	1,058,604	0	284,106	60,348	74,405	273,430	425,786
Rental income	367,144	419,125	440,844	469,861	459,329	573,330	563,831
Contributions and donations	1,500	10,982	50,710	21,218	13,814	55,817	18,865
Franchise fees	649,336	410,899	558,112	577,568	609,619	619,136	596,814
Other	460,069	574,857	683,539	149,890	152,594	343,512	739,077
Total Revenues	63,612,555	59,287,618	56,745,752	60,187,662	61,904,181	65,538,969	73,064,447
Expenditures							
Current:							
General government	10,419,592	10,173,861	10,527,729	13,635,751	10,663,637	11,431,702	11,901,545
Security of persons and property	26,152,548	27,387,175	28,162,820	29,478,891	29,915,547	33,916,676	34,211,391
Public health and welfare	1,824,361	1,800,938	2,247,979	2,161,314	2,098,138	2,236,509	2,362,360
Transportation	7,069,925	7,704,561	6,938,428	6,862,868	6,909,711	6,933,869	6,732,104
Community environment	8,427,143	8,310,547	5,425,276	2,716,054	1,841,098	2,289,381	1,846,162
Leisure time activity	2,575,846	2,759,166	2,608,334	2,894,209	2,961,077	3,055,025	3,277,768
Utility services	2,572,766	2,332,513	2,093,124	2,039,002	2,432,950	2,320,491	2,764,081
Capital outlay	4,838,906	2,793,821	4,594,917	4,120,573	5,162,221	7,560,010	8,501,120
Debt service:							
Principal retirement	1,645,000	1,925,000	1,655,000	614,047	680,984	94,201	35,880
Interest and fiscal charges	754,444	264,259	706,609	43,242	19,040	200,756	74,538
Total Expenditures	66,280,531	65,451,841	64,960,216	64,565,951	62,684,403	70,038,620	71,706,949
Excess (deficiency) of revenues over (under) expenditures	(2,667,976)	(6,164,223)	(8,214,464)	(4,378,289)	(780,222)	(4,499,651)	1,357,498

The historic information clearly shows that the revenues related to these operating funds are insufficient to meet expenditures. The City has regularly relied upon fund transfers and one time revenue sources (i.e., asset sales, fund balance) to balance operations. In order to project the City's ability to fund the proposed municipal court facility in the future, it is necessary to make assumptions based upon an analysis of



Ongoing Operations

historic trends. In developing its projections, PFM used the following assumptions for each revenue and expenditure category.

Revenue Analysis

The operating funds rely heavily upon the City's income tax. During 2005 and 2006 the City's income tax provided approximately 69% of all revenues for these funds. Since 2000, the income tax has increased by 52.28% due in part to a tax rate increase from 2.25% to 2.75% in 2003. Even adjusting for the rate increase, the income tax grew at a rate of 4.1% annually during this time frame. It is important to note that the rate of increase varied significantly from a negative 2.26% to a positive 10.78%.

By way of comparison, the following table shows the City's income taxes compared with all income tax collections for Ohio municipalities for the period of time between 1998 and 2005 (the most recent data available). When adjusted for the income tax rate increase the annual growth in Youngstown's income tax collections was somewhat less than the aggregate municipal income tax collections.

<u>Year</u>	<u>Youngstown</u>	<u>% Change</u>	<u>All Ohio Municipalities</u>	<u>% Change</u>
1998	\$ 30,947,253		\$3,009.40	
1999	32,885,586	6.26%	3,178.80	5.63%
2000	33,022,656	0.42%	3,279.20	3.16%
2001	32,276,682	-2.26%	3,353.90	2.28%
2002	32,321,435	0.14%	3,358.50	0.14%
2003	39,785,737	23.09%	3,443.70	2.54%
2004	41,110,513	3.33%	3,538.30	2.75%
2005	45,391,312	10.41%	3,776.50	6.73%
Total Percentage Change		46.67%		25.49%
Average Annual Change		6.67%		3.64%
Average Adjusted Annual		2.72%		

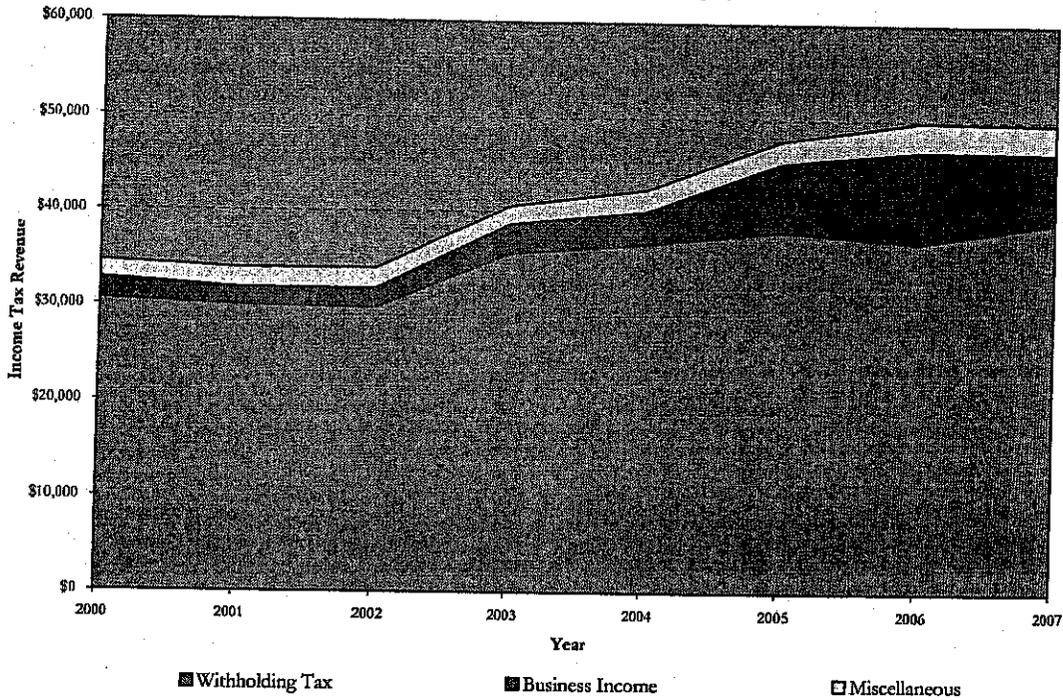
The City's income tax revenues come from three sources: 1) monthly and quarterly withholding, 2) business income, and 3) miscellaneous (self-reporting) income tax. Between 2000 and 2006, the increase in income tax revenues came disproportionately from the business income tax.

The following graphs show the growth in gross income tax revenues between 2000 and 2007 both cumulatively and by individual revenue source (on a cash basis).

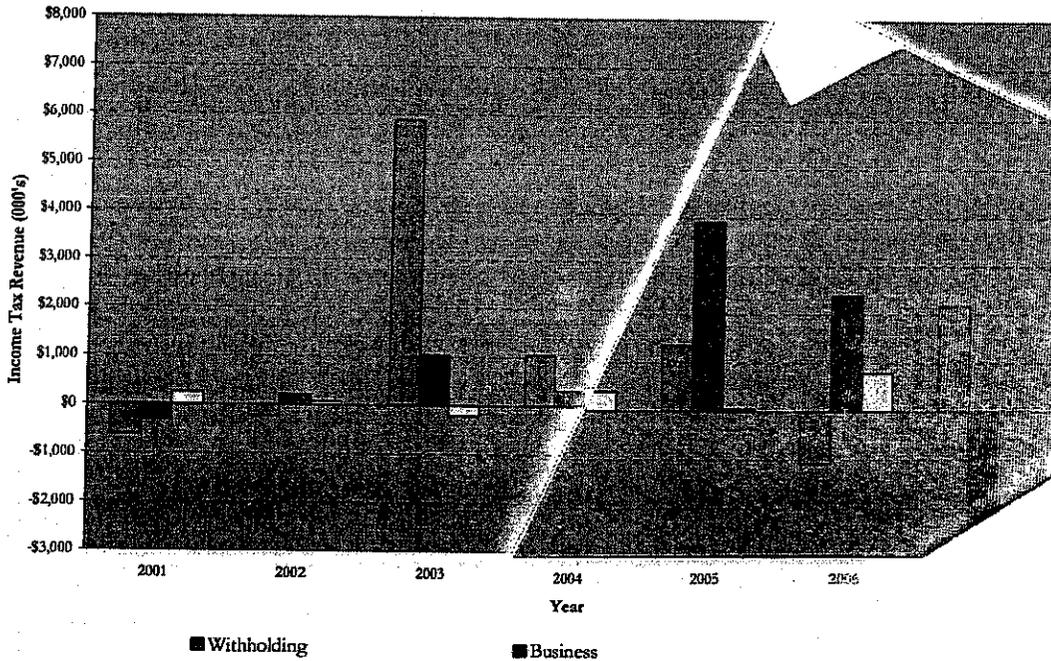


Ongoing Operations

City of Youngstown, Ohio
Historical Income Tax Revenue by Category



City of Youngstown, Ohio
Year Over Year \$ Change in Income Tax Revenue by Category (000's)





Ongoing Operations

In order to estimate income tax revenues going forward, it is necessary to analyze the income tax revenue sources individually. The largest amount of income tax revenues is received from monthly and quarterly withholding. During 2007, this category represented approximately 79% of gross income taxes collected. Between 2000 and 2007 this category grew by 27.86%, after adjusting for the tax rate increase, revenues grew by less than 1% annually.

The Miscellaneous (self-reporting) revenues represented approximately 6.25% of the income tax revenues collected. This portion of the tax revenues increased by approximately 5.65% between 2000 and 2007 with the largest increase (33%) occurring in 2006 due to greater collection efforts by RITA.

The business income tax disproportionately influenced the results of the City's income tax collections during the period of this analysis. In 2000, the business income tax represented 5.46% of the income taxes collected. Between 2000 and 2006, this revenue source grew by 349% (even after adjusting for the income tax rate increase, this represented an annual growth rate of 45%). As a result, in 2006 the business income tax represented 19.5% of all income taxes collected. During 2007, revenues in this category decreased by 25%. Going forward the business tax is not likely to continue to expand at the rapid pace that it did between 2000 and 2006.

For the purpose of this projection, PFM has assumed that the rate of increase for the next five year period will be less than it was during the 2000 to 2006 timeframe as growth will most likely be influenced by the monthly and quarterly withholding revenues and less influenced by rapid growth in the business income tax. The projection assumes that the rate of growth will be more reflective of the growth which occurred between 1998 and 2005, which was an adjusted annual rate of 2.72%.

Other Revenue Sources

Other revenues used to fund the City's operating funds are projected as follows:

- Charges for services increased by 6.52% annually between 2000 and 2006. This trend is anticipated to continue in the future.
- License and permit revenues have fluctuated. For the purposes of projecting revenues going forward, it is assumed that the average amount of revenues would be available.



Ongoing Operations

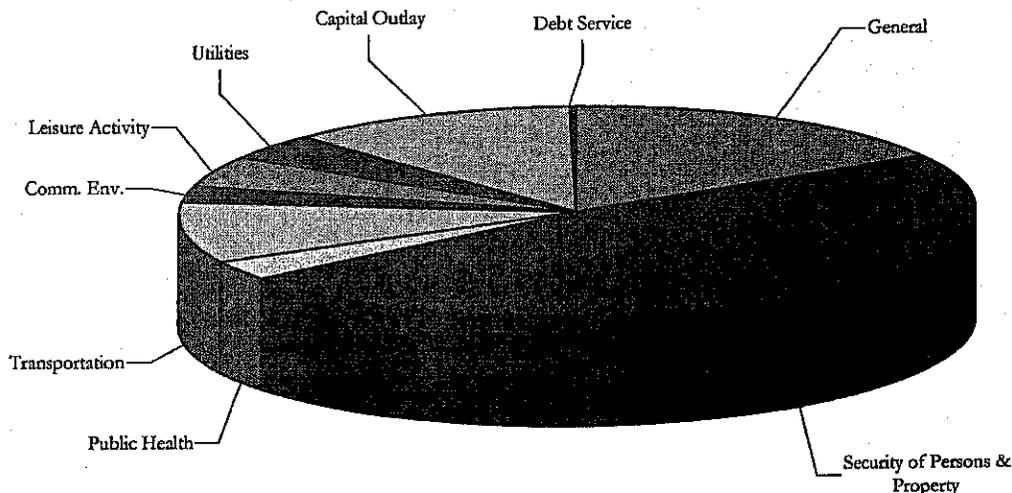
- Fines and Forfeiture revenues have declined for general operating purposes as a result of a decision in 2005 to allocate a portion of these funds annually to the Court Special Projects Fund. The amount of fines and forfeitures available for the operating funds are anticipated to remain at the 2006 level going forward.
- Intergovernmental revenues have declined substantially for these funds between 2000 and 2003 likely due to a recategorization of these revenues to funds not considered in this analysis. The decline appears to have stabilized since 2003. Going forward it is assumed that the average of the revenues received by the City between 2003 and 2006 would be available.
- Special Assessments have not been used for the City's operating funds since 2002. No revenues were projected for future use.
- Investment income has fluctuated significantly. It was assumed the City would earn the average amount earned during 2000 and 2006 going forward.
- Rental income has fluctuated within a relatively narrow dollar range. It is assumed that the average past rental revenues would be available in the future.
- Contributions and donations provide a very small amount of revenues. The average amount of contributions (\$24,700) was assumed to continue going forward.
- Franchise fees have remained stable since 2002. The average of revenues since 2002 is assumed to be available in the future.
- The "Other Revenues" category has fluctuated significantly. The average of these amounts is assumed to be available going forward.



Expenditures

For the purposes of this analysis, PFM assumes that there are no fundamental changes in the existing service levels or method of operation. Expenditures for the City's operating funds for the year 2006 are represented in the following pie chart:

City of Youngstown, Ohio
2006 Expenditures



Clearly the largest expenditure is for the protection of persons and property. Since 2004 the protection of persons and property has consistently represented approximately 48% of the City's operating funds. Between 2000 and 2006, expenditures increased by an average of 5.14%. Going forward it is assumed that this rate of increase will continue.

General Government represents approximately 16.6% of operating expenditures. The expenditures have grown at an average of 2.37% between 2000 and 2006. This rate of growth is assumed to continue.

Public Health and Welfare grew at a rate of 4.91% between 2000 and 2006. However much of this growth occurred due to a one time increase in expenditures during 2002. Since 2003, expenditures have increased only slightly. It is assumed that expenditure growth will continue at a 1% annual increase.

Transportation expenses have declined, but have been relatively consistent since 2002. Going forward it is assumed that expenditures will equal the average of expenditures between 2002 and 2006.



Community environment expenditures have declined, primarily as a result of recategorization of a portion of this expense to City funds not considered in this analysis. Since 2003, expenditures in this category have fluctuated within a relatively narrow range. In the future it is assumed that expenditures will equal the average of the expenditures occurring between 2003 and 2006.

Leisure time activity has increased by 4.54% annually. This trend is anticipated to continue in the future.

Utility services have increased at a rate of 1.24% annually. This trend is anticipated to continue.

Capital Outlay represents a broad category of expenditures. This expenditure item has grown at an annual rate of 12.61% since 2000 and now represents approximately 17% of the operating fund expenditures. This amounts to an expenditure increase of approximately \$1,000,000 annually. Going forward, it is anticipated that the expenditure will continue to increase by \$1,000,000 each year.

A small amount of the City's debt service expense has been allocated to the general fund. Most expenses for debt service are paid from the bond retirement fund and supported by a property tax levy. In the future it is assumed that all debt service expenses will be paid from the bond retirement fund.

Based upon this analysis, PFM prepared the following projections of revenues, expenditures and cash flows for the City's operating funds between the years 2008 and 2012. Because events and circumstances frequently do not occur as expected, and those differences are material, the projection cannot be assured.



Ongoing Operations

Projected Revenues and Expenditures in City Operating Funds

	2008	2009	2010	2011	2012
Revenues					
Income taxes	51,447,157	52,846,520	54,283,945	55,760,468	57,277,153
Property and other taxes					
Charges for services	6,046,465	6,440,694	6,860,627	7,307,940	7,784,418
Licenses and permits	626,805	626,805	626,805	626,805	626,805
Fines and forfeiture	680,174	680,174	680,174	680,174	680,174
Intergovernmental	13,178,330	13,178,330	13,178,330	13,178,330	13,178,330
Special assessments					
Investment income	310,954	310,954	310,954	310,954	310,954
Rental income	487,720	487,720	487,720	487,720	487,720
Contributions and donations	24,701	24,701	24,701	24,701	24,701
Franchise fees	574,498	574,498	574,498	574,498	574,498
Other	443,363	443,363	443,363	443,363	443,363
Total Revenues	73,820,166	75,613,758	77,471,116	79,394,953	81,388,115
Expenditures					
Current:					
General government	12,472,475	12,768,130	13,070,793	13,380,631	13,697,813
Security of persons and property	37,815,680	39,757,815	41,799,693	43,946,439	46,203,437
Public health and welfare	2,409,843	2,433,942	2,458,281	2,482,864	2,507,693
Transportation	6,875,396	6,875,396	6,875,396	6,875,396	6,875,396
Community environment	2,173,174	2,173,174	2,173,174	2,173,174	2,173,174
Leisure time activity	3,582,145	3,744,775	3,914,788	4,092,519	4,278,319
Utility services	2,833,055	2,868,185	2,903,751	2,939,757	2,976,210
Capital outlay	10,501,120	11,501,120	12,501,120	13,501,120	14,501,120
Total Expenditures	78,662,889	82,122,536	85,696,996	89,391,900	93,213,162
Excess (deficiency) of revenues over (under) expenditures	(4,842,723)	(6,508,778)	(8,225,880)	(9,996,947)	(11,825,047)

The results of the analysis show that based upon the assumptions previously discussed, the operating funds of the City will continue to provide negative cash flow. The City will likely need to either identify additional revenue sources, expenditure cuts, continue to rely upon fund transfers and one time revenue sources or some combination of these actions in order to balance existing operations.

* * * * *



Financing Scenarios



Examine financing scenarios and offer estimates and suggestions as to how and when financing the proposed Municipal Court Facility can be accomplished.

As previously discussed in this report, the City would need to finance the facility through the issuance of debt. Absent any additional revenue source, it would be necessary to issue general obligation debt. The amount of debt necessary for the construction of the facility is \$9,050,000 based upon the following:

Project Costs

Construction Costs	\$8,700,000
Construction Contingency	435,000
Soft Costs	635,000
Construction Interest	<u>510,000</u>
Total Development Costs	10,280,000
Plus: Financing Costs	201,688
Less: Funds on Hand	(1,431,688)
Total Debt Issuance	<u><u>\$9,050,000</u></u>

As previously indicated, the cost estimate does not include the cost for security and telecommunications systems, furniture, or moving expenses. Furthermore, there have been no estimates yet made as to the operating costs related to the facility. It is not known at this time if the operating costs will be greater or lesser than those of the existing municipal court facility.

Due to the preliminary nature of the estimates, PFM would recommend that this analysis be updated to reflect final costs once they become available.



Financing Scenarios

The Bonds could be amortized over a period of anywhere from five to thirty years based upon the fiscal officer's determination of the building's useful life. Following are three amortization schedules assuming a 15, 20, and 25 year amortization with a 5.5% interest rate. Based upon these amortization schedules and the City's existing assessed value, the impact on the City's tax rate would be:

- 15 year amortization \$1.50 per thousand
- 20 year amortization \$1.26 per thousand
- 25 year amortization \$1.12 per thousand

Year	15 Year Option			20 Year Option			25 Year Option		
	Princ.	Int	Total	Princ.	Int	Total	Princ.	Int	Total
1	405,000	497,750	902,750	260,000	497,750	757,750	175,000	497,750	672,750
2	425,000	475,475	900,475	275,000	483,450	758,450	185,000	488,125	673,125
3	450,000	452,100	902,100	285,000	468,325	753,325	195,000	477,950	672,950
4	475,000	427,350	902,350	305,000	452,650	757,650	210,000	467,225	677,225
5	500,000	401,225	901,225	320,000	435,875	755,875	220,000	455,675	675,675
6	530,000	373,725	903,725	340,000	418,275	758,275	230,000	443,575	673,575
7	555,000	344,575	899,575	355,000	399,575	754,575	245,000	430,925	675,925
8	585,000	314,050	899,050	385,000	380,050	765,050	260,000	417,450	677,450
9	620,000	281,875	901,875	400,000	358,875	758,875	270,000	403,150	673,150
10	655,000	247,775	902,775	420,000	336,875	756,875	285,000	388,300	673,300
11	690,000	211,750	901,750	445,000	313,775	758,775	305,000	372,625	677,625
12	725,000	173,800	898,800	465,000	289,300	754,300	320,000	355,850	675,850
13	770,000	133,925	903,925	495,000	263,725	758,725	335,000	338,250	673,250
14	810,000	91,575	901,575	520,000	236,500	756,500	355,000	319,825	674,825
15	855,000	47,025	902,025	550,000	207,900	757,900	375,000	300,300	675,300
16				580,000	177,650	757,650	395,000	279,675	674,675
17				610,000	145,750	755,750	415,000	257,950	672,950
18				645,000	112,200	757,200	440,000	235,125	675,125
19				680,000	76,725	756,725	465,000	210,925	675,925
20				715,000	39,325	754,325	490,000	185,350	675,350
21							515,000	158,400	673,400
22							545,000	130,075	675,075
23							575,000	100,100	675,100
24							605,000	68,475	673,475
25							640,000	35,200	675,200
Total	9,050,000	4,473,975	13,523,975	9,050,000	6,094,550	15,144,550	9,050,000	7,818,250	16,868,250

The two methods of financing general obligation debt are with voter approval and without voter approval. As previously discussed, the City has sufficient debt capacity to finance the Municipal Court Facility with voter approval. Financing and construction of the facility could commence as soon as practicable after voter approval is received.



Financing Scenarios

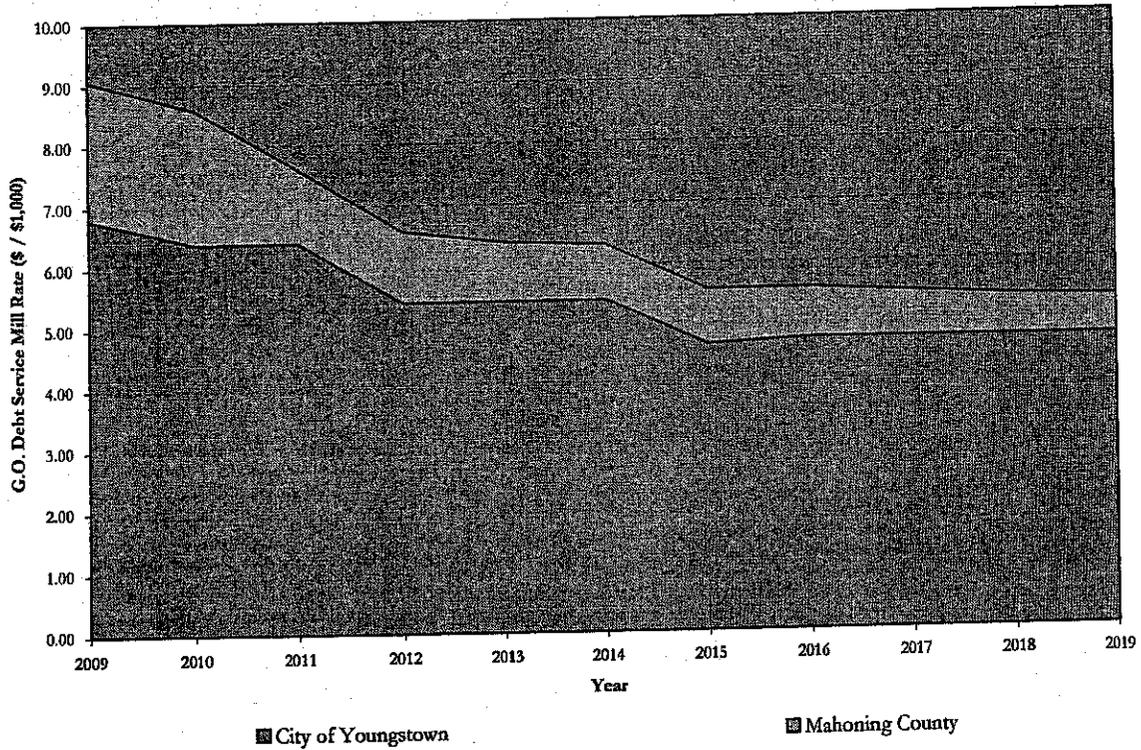
If the City wishes to proceed with the issuance of general obligation debt without voter approval, the financing of the project would need to be delayed until such time as the debt could be issued under the "10-mill limit." If none of the taxing jurisdictions (City, County, or School District) issue additional debt, there would be sufficient ability to issue general obligation debt in 2011 as indicated both numerically and graphically in the following:

Year	Mahoning County			City of Youngstown			Total
	Debt Payments	Tax Valuation	Required Tax Rate	Debt Payments	Tax Valuation	Required Tax Rate	Required Tax Rate
2008	8,262,554	4,176,044,571	1.98	2,405,845	601,628,937	4.00	5.98
2009	9,463,554	4,176,044,571	2.27	4,090,530	601,628,937	6.80	9.07
2010	9,206,047	4,176,044,571	2.20	3,839,693	601,628,937	6.38	8.59
2011	5,080,713	4,176,044,571	1.22	3,844,208	601,628,937	6.39	7.61
2012	4,837,512	4,176,044,571	1.16	3,254,816	601,628,937	5.41	6.57
2013	4,013,689	4,176,044,571	0.96	3,258,211	601,628,937	5.42	6.38
2014	3,785,866	4,176,044,571	0.91	3,257,330	601,628,937	5.41	6.32
2015	3,749,433	4,176,044,571	0.90	2,810,605	601,628,937	4.67	5.57
2016	3,409,541	4,176,044,571	0.82	2,860,586	601,628,937	4.75	5.57
2017	3,065,648	4,176,044,571	0.73	2,858,374	601,628,937	4.75	5.49
2018	2,716,277	4,176,044,571	0.65	2,855,961	601,628,937	4.75	5.40
2019	2,549,041	4,176,044,571	0.61	2,858,118	601,628,937	4.75	5.36
2020	2,519,237	4,176,044,571	0.60	2,858,824	601,628,937	4.75	5.36
2021	2,478,931	4,176,044,571	0.59	2,857,855	601,628,937	4.75	5.34
2022	2,443,084	4,176,044,571	0.59	2,683,455	601,628,937	4.46	5.05
2023	2,411,706	4,176,044,571	0.58	2,200,449	601,628,937	3.66	4.23
2024	2,343,930	4,176,044,571	0.56	2,196,468	601,628,937	3.65	4.21
2025	1,734,432	4,176,044,571	0.42	2,194,636	601,628,937	3.65	4.06
2026	1,693,985	4,176,044,571	0.41	1,970,568	601,628,937	3.28	3.68
2027	1,542,895	4,176,044,571	0.37	1,978,255	601,628,937	3.29	3.66
2028	1,504,948	4,176,044,571	0.36	1,982,735	601,628,937	3.30	3.66
2029	835,000	4,176,044,571	0.20	707,875	601,628,937	1.18	1.38
2030	812,371	4,176,044,571	0.19	701,313	601,628,937	1.17	1.36
2031	789,305	4,176,044,571	0.19	708,900	601,628,937	1.18	1.37
2032	765,801	4,176,044,571	0.18		601,628,937	0.00	0.18
Total	81,249,699			61,235,608			



Financing Scenarios

City of Youngstown, Ohio
Pro Forma G.O. Debt Service Mill Rate (no new debt, no equalized value growth)



There is no assurance that Mahoning County or the Youngstown School District will forgo the issuance of additional debt until after 2011. The City would need to develop a consensus among these entities in order to preserve capacity for the Municipal Court Project.



Summary and Conclusions



Summary and Conclusions

At the request of the City of Youngstown, PFM analyzed the City's financial capacity as it relates to the construction of a proposed Youngstown Municipal Court facility. The facility, as currently envisioned, would consist of 35,000 square feet on two levels with one 20,000 square foot basement and approximately 50 spaces of surface parking. The estimated total development cost is \$10,280,000.

As is often the case in a project of this magnitude, the City does not currently have funds on hand and would need to finance the project through the issuance of debt. Based upon a review of the City's historic revenues and expenditures in its operating funds since 2000, PFM prepared a projection of revenues and expenditures during the next five year period. This projection shows that, absent an additional revenue source, the City will not have sufficient funds available to pay the debt service payments necessary for the project.

In order to finance the project and provide the necessary revenue source to pay the debt service payments, it would be necessary for the City to issue General Obligation Debt. Subject to limitations, this debt can be issued either with or without voter approval. If voter approval is received, the City has sufficient debt capacity to finance the project and begin construction as soon as practicable.

If the debt is issued without voter approval, the debt is subject to an indirect 10-mill limit on all overlapping political subdivisions. Currently there is not enough debt capacity under this limit to finance the municipal court project. Capacity could be available as soon as 2011, but would require consensus of the City, Mahoning County, and the Youngstown City School District that no entity would issue debt until after the financing for the municipal court project is authorized. There is no assurance that such a consensus can be achieved.



MUNICIPAL COURT OF YOUNGSTOWN

Judge Robert A. Douglas, Jr.

July 1, 2008

Chief Justice Thomas J. Moyer
Ohio Supreme Court
65 South Front Street
Columbus, OH 43215-3431

Re: Youngstown Municipal Court Facility

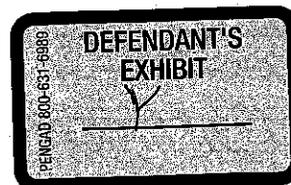
Chief Justice Moyer:

I am writing on behalf of the citizens of Youngstown and in the interest of effective and efficient administration of justice. It has been ten years this month since you issued a "Preliminary Assessment of the Youngstown Municipal Court" ("Assessment") (June 1998). As you know we requested the assistance of the Supreme Court to make a review of our court and make recommendations for improvements.

Using this document as a guideline as well as a State Auditor's review (which we also requested) we have made tremendous progress in the administration and operation of the Youngstown Municipal Court (YMC). We seriously addressed all recommendations. For some, it has been total compliance. We have substantially complied with all others. As you are keenly aware, court administration is a work-in-progress given the continue challenges we face. We have been and will continue to be responsible and fully committed to further improvements.

In addition, we have been innovative in establishing special dockets (Drug Treatment, Mental Health Treatment, Housing Court, Suspended License Intervention Program) to meet the unique issues that face our courts. We have been on the leading edge of court technology and have provided needed leadership for our criminal justice system.

In particular, we are again requesting your leadership and the assistance of the Supreme Court with the most daunting and critical recommendation that sadly remains unfulfilled – an adequate Court facility. To cite your observations from the "Assessment" of the YMC, as follows:



"In America, our court houses have always reflected the importance of the rule of law to all citizens. Our principles of justice, peaceful resolutions of disputes, and the pursuit of civility all come to life in a courtroom. A court facility is more than a building in which legal proceedings are conducted; it is a symbol of justice and the values of the community. A judge may dispense justice at any location; however, the public's perception of and respect for justice is greatly affected by the place in which that process occurs. A cramped, poorly maintained facility hinders the effective and efficient administration of justice.

It mirrors the importance the community places on its justice system. P3the need for court facilities is obvious. A professional and efficient court simply cannot be operated in the current state of the court's facilities.the need for new or upgraded facilities must be a priority" P11.

We have exercised patience, diplomacy, cooperation, concession, due diligence, respect, safety alerts, over the last ten years, all of which has left this project frustrated to date. What has been most frustrating is the failure of our co-equal branches to place the proper *value and respect* on this important symbol of justice and the rule of law as well as the safety for all who utilize our court facility. We, along with the citizens of Youngstown, need your valued and honorable assistance to promote these principles.

Respectfully,



Robert A. Douglas, Jr.,
Administrative/Presiding Judge

Cc: Robert P. Milich, Judge
Elizabeth Kobly, Judge
Douglas Stephens, Director of Judicial Services
Sarah Brown-Clark, Clerk of Court
Jay Williams, Mayor
Youngstown City Council