

**EXECUTIVE & FINANCE COMMITTEE MEETING
JANUARY 27, 2010**

CHAIRWOMAN HOLZHEIMER GAIL HAS CALLED AN EXECUTIVE & FINANCE COMMITTEE MEETING FOR **WEDNESDAY, JANUARY 27, 2010** AT **6:30 PM** IN THE EUCLID MUNICIPAL CENTER COUNCIL CHAMBER.

AGENDA

Res. (034-10) A resolution authorizing the Mayor of the City of Euclid, or his designee, to enter into an agreement with Mangia Bene, Inc. d/b/a Events by the Lake, 1361 East 260th Street, Euclid, Ohio 44132, for the purpose of acting as rental agent for the Euclid Lakefront Community Center. (Sponsored by Mayor Cervenik and Councilwoman Scarniench)

Ord. (019-10) An ordinance providing for the submission to the electorate of the City of Euclid, the question of whether Article III, Section 2, Recall, of the Charter of the City of Euclid shall be amended to require a declaration of intent to petition for the removal of any elected officer of the City; to impose a 45 day time limit on the filing of petitions; and to increase the number of signatures needed to file such petitions to 25% of the electors voting in the most recent general election. (Sponsored by Charter Review Commission)

Ord. (022-10) An ordinance providing for the submission to the electorate of the City of Euclid, the question of whether Article II, Section 1, Power, Election, Term of Office and Article IV, Section 1 Qualification and Term of Office of the Charter of the City of Euclid shall be amended. (Sponsored by Councilwoman Scarniench)

Members Present: Gilliam, Scarniench, Minarik, O'Neill, Wojtila, Langman, Van Ho, Holzheimer Gail

Excused: Jones (arrived 15 minutes later)

Others Present: Law Director Frey, Asst. to the Mayor Mayernik, Mr. Tizzano, Sgt.-at-Arms Novosel, Clerk of Council Cahill.

RES. (034-10)

Asst. Mayernik – I would like to start off with a brief overview of what we're going to be presenting tonight and that's starts with Forko Enterprises. Forko has been our rental agent for the Lakefront Community Center since 2005. They choose not to renew their contract this past fall, it expired at the end of December 31, 2009. I also wanted to thank Forko because they have done a tremendous job over the years in assisting us and we have parted on very good terms and they have just chosen not to renew.

Prior to the end of the year, they booked 14 events for 2010 that we will honor, no matter what this Council decides obviously, honor all the terms of those contracts. Also to make a note that since they had no longer been taking bookings, we have a call back list that is now well over 80 people, just really in the month, people who have asked to be called back pertaining to a booking for the Center or an event.

The City sent out notices to 11 area businesses and party centers and others, we posted on our website and ECTV in regards to people interested in submitting a proposal for the management rental service of the Lakefront Community Center. Those proposals were to be submitted to the City by January 4th and we received one. The company who had submitted that proposal had also planned to be assisted by Mike Tizzano and they were going to work together but they chose shortly thereafter to withdraw their proposal.

At that time the City and Mike Tizzano, Mangia Bene, decided to sit down and perhaps we could negotiate out a contract ourselves and continue on and get a rental management service company for the Lakefront Community Center. That's what we have done and are presenting to you tonight.

What I was hoping to do is to go through the three documents that I think you all have. If we could do a brief overview and then we can discuss them. We'll highlight the major changes of what the difference is between this contract and one we've had over previous years with Forko Enterprises.

If we can start with the Agreement between the City of Euclid and Mangia Bene which is the corporation which Mike Tizzano is affiliated with.

Let me back up for one minute. I wanted to tell you that Mike Tizzano and his family have been in the food service business for 32 years. Mike is a Euclid resident and has owned and operated Tizzano Party Center for 19 years as many of us here now Mike and are familiar with him. His proposal as you can see is to have a company, Events by the Lake, that he would manage and oversee and would under his corporate name of Mangia Bene.

If we could start with the Agreement. In this agreement the first real change is highlighted and that's #4. The change is regarding, no event shall be booked where there is an admission charge. I just want to briefly mention that the purpose for that is promoters had been calling us in previous years for Teen Dances or the Battle of the Bands, where you would charge an admission to get in and that just wasn't working out for the City or anyone else. That really is the purpose behind there, if someone has a valid 501 C 3, we figured that would be a reason perhaps to charge an admission price, for having a fundraiser, but for other events, perhaps not.

As we move onto #7, another change within the contract would be a split 50/50 regarding the revenue that would be brought in from the collection of rent. The change is, in previous years as you may know, from January to March, our rental rate is \$95 on Friday and Saturday to rent the Community Center. From April until December it is \$120. That difference of \$25, the City was collecting in full, not a 50/50 split with Forko. This agreement changes that to just make it a 50/50 split. The City collected approximately \$5,000 from that additional collection fee and this agreement just makes it an even 50/50.

The next change is #8. It is in regards to a security deposit. Although this has been in the renter's contract, this was never actually stated in the contract between the City and the Management Company. That is also something we are highlighting and changing.

Some other housekeeping matters at the very end. #15, On Site Security. What Mangia Bene would like to change is for events after 8 PM, they must have security. Currently we only ask for security if you're having alcohol on the premise or if you had a large gathering of over 125 or plus people. Now we're reconsidering that and thinking that at 8 PM we'll always have security at the event.

Councilwoman Scarniench – What about the Red Cross, we're not going to require them to have security are we because they use the Thursday nights?

Asst. Mayernik – You're correct, we would not be charging them. First of all, they are out before 8:00 I believe. These would just be booked parties. That actually is a city sponsored event. It would not be through Mangia Bene, but you are correct.

Councilman O'Neill – It does not specify what type of security. Are we to assume that it is Euclid Police that is to be the security there, or are they allowing an outside agency.

Asst. Mayernik – If you look to the first sentence above the highlight. I believe Mangia Bene, in past the renter would always contract out to one of the off duty officers. The current contract is the renter will pay for the security within their fees and Mike Tizzano will handle all that himself.

Councilman O'Neill – Security will be paid by Mangia Bene? Is that police officer considered on the payroll for the City or is it a private contract?

Director Frey – The officer is off-duty being paid by the vendor, in this case, Mangia Bene, for that event and would be responsible in reporting to Mangia Bene. In the event the officer was engaged in a traditional police activity even while off-duty, he would be fully covered, empowered to act as an officer as if on duty and fully covered by the city's Worker's Compensation. That's true with any off-duty position that's uniformed in nature.

President Holzheimer Gail – The difference is, prior if I was renting or any resident was renting the Lakefront Center, I would have to call the Police Dept., schedule, arrange to have an off-duty officer. In this case, Mangia Bene will do that.

Director Frey – We think it will get a better, frankly a better result that the Manager of the Center will be responsible for the security at the Center. We think we'll have a much better quality control from that.

Asst. Mayernik - #17, Fair Competition. This section of the contract, the vendor is asking for an exclusive full service catering for the Lakefront Community Center. What that means is, full service is cooking on site, serving on site. Caterers can come in and do a drop off of their food, have a warming area for their food. Renters are also welcomed to bring in their own food as many of them do. If it was an on site full service catering, it would be exclusive to Mangia Bene.

Councilman Langman – It looks like from the original RFP there was really no mention of catering and then the first draft of the contract there was neutral language and now you have this language. Maybe one of you or the Law Director can explain from your standpoint why it is important to have that language in there?

Mr. Tizzano – When this was first approached as far as being a proposal, it was also presented to me that you may present for being an exclusive caterer also, we will basically discuss this also. So at first I had rescinded. More I thought about it, I said well, what we term as full service catering. Before this full service catering was my insurance liability which I have to, being a leasing agent, maintain full insurance. We feel that naturally in the scheme of off premise caterers, I would like to not say I'm going to be exclusive but to that avail I want to know who's catering, do they have a health permit license, are they insured, do they have liability insurance. I don't want basically somebody come in, pulling up with a red wagon or pulling up outside with barrels and they're going to be cooking ribs outside, I'm just using ribs or steaks or clambakes or things like that.

Previously I found out that the kitchen was not to be used by any caterer so we're trying to also put that into the rules also, as far as a drop off. It is hard to define exclusive caterer. To me, exclusive catering is when we get there with my staff, my bartenders, my bar and we set up the venue to our specifications. As far as for an off premise caterer and we talk about the terms of the renter only has from the time he rents, he has no set up time which is gratis. So, to set up for an event, a caterer would have to be there, he says can I be there at noon, I've got another party, can I come and set up, leave and come back. So I think the rental goes into more, from noon until the end of the evening or from 2:00. We could probably turn a hall in an hour. Again, I don't know how this set up goes, for the protection of the City, protection of the equipment, protection, again I have catered elsewhere, probably a dozen venues that told me how many people left the kitchen in bad condition or I've been in the kitchen where the equipment was broke, there were no oven racks, no knobs on the stove, they just replaced them, why replace them because they are just going to keep getting pilfered.

The more I found out what can and cannot be done at this Center, I thought it would be in the best interest of myself and the City, again for insurance purposes, for liability and just in general, keeping it governed. We are going to hopefully control more, who's bringing what in here, who's leaving the stove a mess. I don't say that I'm the only one ever to cater in that building, that wouldn't be fair. But again, just to reiterate on licensing, I hope they are food service license, they have a vendor's license and they're able to come in there. I don't know if they have to show me they have insurance, liability, if God forbid something happens, slip or fall or something happens, is that under my insurance, or is that under another caterer's insurance.

Again, it was just presented to me as being, Mike you may bid as being exclusive caterer so that's how we put that in there then.

Councilman Langman – I think that raises another quick question, maybe Ms. Mayernik can answer. Was that presented during the RFP process or after that process concluded?

Asst. Mayernik – His proposal, you're talking specifically Mangia Bene's proposal? Or the RFP that was out in December? I'm not sure what you mean.

Councilman Langman – I'm trying to clarify when the discussions started that you could be the exclusive caterer.

Asst. Mayernik – That came just recently just after the proposal that was submitted was withdrawn, as I mentioned to you and we sat down with Mr. Tizzano and worked out this contract.

Councilman Langman – That was technically after the RFP process, we sent it out, we got the one proposal and it was withdrawn. I actually think this clause helps the proposal, makes it stronger. One last question for Mr. Tizzano, I know checking the websites of some other regional caterers, they do have on their websites they are the exclusive caterer and they list all these different areas. Will this help your advertising by saying that you are the exclusive caterer at our facility which I think is a very nice facility?

Mr. Tizzano – With my center up on 260th, we do not allow any outside food brought in, caterers, food, period. I has to be through our services. I always liked this venue for the purpose of the residents and people to rent a facility that could have for their own functions. Again, when people call and say I'd like to rent your hall but we don't want to have any food provided, we would like to provide our own catering. So now I would have a venue where I could refer someone also and say I am the leasing agent now at the Lakefront Community Center, here's our rules for this facility here too. At that time I would go over that, turn the hat, go over to that venue and hopefully if we had dates available then they could contract for the Lakefront Community Center which is an advantage to me. So either my hall for catering or I offer them this venue also and I do get calls that don't want catering, so it is, Hello and you go through your whole spiel and well, we don't want your catering can we bring our own food in with us. At least I'll have an opportunity to turn it over to this center then, this venue.

Councilman Gilliam – If an individual wants to rent, if you're awarded this contract and wants to rent under Mangia Bene and they want to bring their own food. Those individuals may not have any type of license or liability, they could just be family members who are preparing the food. Would that present any difficulty to you if that were the case? Not prepare, drop off food in the particular facility.

Mr. Tizzano – Not at all. Any family function, any reunion, any function that has catering or food provided, what I mean by exclusive caterers is a, let's say a Chef in his whites and staff, dress in tux shirts, so he has a full staff coming on premise to set the hall, to serve the hall and the clear the hall. Again, I probably and from what I can gather, I know this is going to be basically February, a one year contract until December so, I could see how things develop. The only problem I could see with is people have to be vacated by midnight, period. To clear an venue, you almost have to end at 11 PM, DJ stops at 11:30, let's clean up, let's get out the door. Out of everything that I'm involved with, the only problem I think I'm going to have is at midnight, when the bewitching hour hits, that this venue has to be cleared and secure. That's one of the main reasons why I want to have the security under my jurisdiction so I know who is working to tell them, I want this hall, 11:50, clear and by midnight we want the venue empty. That's where my security came in also, plus, just to retouch on the security facet. At the hall I have one guy, one officer runs my hall. He schedules all the officers. I have contacted a couple of the guys in the city who would run quote, the job, as a personal job, where they're not working for the city but they just come in and work security hours, paid a certain hourly rate. To finish on the security, why I chose 8 PM, I don't feel that somebody should have security from 6:00-8:00 PM. I think the security is more towards the end of the evening when the evening hours progress versus the beginning of the function when there's really 6:00-8:00 PM no need for security to be there. At least at my hall, I don't have the security come until 9:00-12:00 midnight when the wedding or function is over.

Councilman Gilliam – So as long as we're not full scale because you will in some cases come across an individual who has a catering service who is a brother of a member who wants to use the building. He may not provide servants, but he might be a caterer. So you would have to explain to that individual the role they would have to play, preparing the food outside, only to drop it off.

Mr. Tizzano – Definitely, definitely.

Councilman Gilliam – I just want to make sure because you'll run across individuals who will try to manipulate that agreement.

Mr. Tizzano – Again I'm not going to be saying I have to do everything in the building. I just want to the renter's knowledge that nothing will be tolerated other than what these Rules & By-Laws are. If you bring a caterer in and it is under our discretion to then deal with the caterer, I will meet him and say what are your needs, what are your requirements, what are you going to be doing. Here's the dumpster out back, here's this, I don't want you putting your grease down the toilet, I don't want the stuff going down the sink. Chickens under the stove and things. Caterers have a tendency to just hit drop and run. They're going to come out as quickly as they can and leave. Is the renter going to clean up after the caterer then? I don't know until I start, if we do get the opportunity to know as things progress how things are going to be handled with certain circumstances.

Councilman Gilliam – Understood, thank you.

Councilman Van Ho – Not a question, I would just like to thank Mr. Tizzano for stepping up when the other people pulled out. It sounds like he's got ideas heading in the right direction to protect our property and I appreciate that.

Councilman O'Neill – Thank you also for stepping up and being part of the solution here. I just have a quick question and I want to meet with you after the meeting sometime this week. There are some concerns with some of the neighbors, in the past there has been some instances where noise instances that came from that venue. Maybe we could come up with some solutions before things get rolling over there and we create a problem.

One of the residents, I was there twice myself in the summer at 11:00 at night, because of the noise issues and I want to try to nip it in the bud before things get rolling. I want to meet with you and set up a strategy to control the potential noises that will come out of that venue.

Mr. Tizzano – No problem, again that's why I feel I want to be able to control the security to I tell them what I want done. Not, you're not paying me, the renter is paying me and hopefully the

renters know what the rules are, here it is and I'm not going to deviate from that noise, I'm not going to deviate from walking around by the Lake with drinks, or taking a six pack down to the Lake. I run a pretty tight ship and I have another associate that's going to be working with me who is just as tight as I am and we're not going to allow for, I'm not saying anything happened in the past, but I know what I won't like to see and in my hall, you can't even throw a cigarette butt out in the grass outside. We're on everybody. Hopefully, it is a beautiful venue and it needs to be kept up in such form. I just want to have the opportunity myself to be able to take care of the place.

Councilman O'Neill – We'll get together and we'll talk.

President Holzheimer Gail – Before we do more questions and comments, why don't we finish going through all of the documents because that may answer some of the questions as well.

Asst. Mayernik – The only other part of this contract that I think might be of interest is on Attachment A, the Cancellation Policy which has changed. I know we've gotten a couple of e-mails and I don't know if anyone would like to address them now since this was a question for several people.

Councilman Gilliam – Just for clarity, when I look at the cancellation policy, the way I interpret is, if an individual or a renter cancels 60 days or more prior to the schedule date, all deposits shall be refunded. But in an agreement it states once an individual accepts a certain date, they have to pay the fee, as well as the deposit on the agreement between the Euclid Community Center and also the renter.

The second sentence says if the event is scheduled after 60 days but more than 30 days before the event, the security deposit shall once again be refunded and the rental fee shall be refunded if a new event is booked for that date. It doesn't address when a person cancels like 75 days before an event. Do they get that particular renter's fee back? It appears to me that it is forfeited according to this wording.

President Holzheimer Gail – If it is prior to 60 days, everything is refunded. All deposits, which I read as the fees and the security deposit, is that correct Law Director Frey?

Director Frey – The intent here was if the cancellation occurred 60 days or earlier, all funds, security deposit and the rent for the evening would be refunded. I'm not sure that as these have been pretty fluid documents running back and forth, it may make sense to specifically lay that out in the rental agreement that the individual renter signs between the Events by the Lake, the City and the Renter. We'll have to make sure. I'm going to need to confirm that.

Mr. Tizzano – Again it is more for our protection and also the city's protection. I felt there should be some type of penalty for just canceling your function and there's no chance of rebooking that date. What my own experience is, we average 8-12 cancellations a year. In my verbiage, I have changed it also because of the fact that there is no basically cancellation forfeiture, or cancellation problem. A lot of venues around me pay 50%, six months prior; pay your balance two weeks prior and your account is guaranteed.

If they know an escape clause without any penalty, it is just the nature of the business now. I don't want to see the venue going vacant every other week because of cancellations. I know that Forko had cancellations also and let with no booking for the evening. Maybe it could be rewarded to some degree but there has to be some type of penalty for cancellation within a certain amount of time. Again I don't think if I could escape getting out of a deal, I say, we're not having a party, or they do have to pay prior full rental and full security deposit, not pay them the week of the party, two weeks before I want all permits in two weeks before. I want everything done, sealed and what we're doing on our itinerary sheet for the renter. That is just something that I want to see, it was too easy to escape from a booking.

Councilwoman Jones – On the Cancellation paragraph, in the second sentence where it says, if the event is cancelled after 60 days but more than 30 days before the event; isn't that saying the same thing?

Mr. Tizzano – It is the 30 day window between 60 & 30 days. Hopefully if they know they're going to cancel, it is going to be within that period. If it is 30 days in, day #29, all funds are forfeited. So 60 days out, they may get back everything. Prior to 30 days, they just get back, if the date is rebooked. To that avail, I think it is too easy to get out, escape, easy to cancel the function with no penalty. There has to be some type of cancellation penalty on there. At least that's the

verbiage we came up with, myself and my associate. This is what we had put down on paper. Again, it is open for discussion but I felt it needed to be something to that avail done.

Councilwoman Jones – I understand the need, I'm just thinking about the wording. To me I'm not reading it that way, the way you just described it.

Director Frey – I'll re-draft that. Maybe I'll do it in a bullet form.

Councilman Wojtila – I was just going to suggest the word, after, be changed to, within. You can wordsmith it. I agree with Mr. Tizzano that there should be a penalty if you're canceling or reserving it for that user. We're possibly foregoing other renters and they're going out and renting other places. I think there should be some penalty for cancellation.

Councilman Gilliam – Just to reiterate, I'm all for any individual who runs a business such as yours, to retain some type of fee for scheduling and then they cancel, they should pay something towards it. I understood sentence two very clearly. I just think in the first sentence, 60 days or more prior they cancel, all deposits. If you want to charge a, "date fee", which is a percentage of the deposit or a percentage of the renter's fee, I'm in agreement with it. I'm just saying for some individuals and I'm speaking very directly now, who may not understand the nature of a contract, they might walk away from you if all they feel like all they're going to get back is their security deposit and not the renter fees if they cancel within 60 days.

So if you clearly state if they cancel, 60 days or more, their security deposit will be refunded, but they will be charged a fee for booking, whether it be 15-20% whatever. I think that gives more clarity, more transparency to the contract.

To comment on Councilman Wojtila's particular comment, within 30 days, that's a little bit more clearer too. I totally agree with the security deposit and rental fee being forfeited. I totally agree with you wanting your money upfront. I think the language should be drafted in a way to say that 60 days or more, your security deposit will be refunded but we will charge a fee towards your rental fee, whatever percentage you want that to be. So you can at least retain some of that income and have an opportunity to book because you have 60 days out.

The second sentence is very clear to me. But I just don't want you to get into the situation where individuals are feeling like, they're unable to interpret this, they may have signed this, of course it is their responsibility to do due diligence. But I think you may get into the situation where you have more problems the way it is worded now. I totally agree with you wanting to have a fee for cancellation, whether it is 60 days or out, 60 to 30 days and total forfeiture, 30 days or closer to the date. That's my comment.

President Holzheimer Gail – Law Director Frey will redraft that and we will have it before it comes back on Monday's agenda. Do we want to go through the Rental Agreement and the Rules quickly?

Asst. Mayernik – There's some clarifications within these two documents, but very little change. I think you can see them on the contract between the renter and Mangia Bene. There's just a couple of clarifications. In the Procedures in the next document, which is the general procedures and rules, again we're re-specifying that 8:00 hour for security is the clarification that we're making. Other than that, they're very similar, the same I should say, as we've previously had.

Councilman Langman – First of all I do want to thank the administration for putting this all together, the RFP and going through the documents. Specifically, I'll piggyback on Councilman O'Neill, because I used to deal with that issue, the noise outside; people bringing speakers outside. Forgive me, I don't see that specifically addressed in any of these documents about the noise, because it is an issue. To that, Law Director Frey, is there any way to have enhanced penalties for people who violate that above and beyond what is already on the books?

Director Frey – We have our noise ordinance, I think it will help having the security report to the vendor in this case, as opposed to the renter to help with the enforcement of that or be able to bring in additional police officers if necessary. I thought we had talked about making an amendment to the rules that there would not be the use of outdoor, any speakers in the outdoor. We'll have to add that in because that is an important component and want to deal with that issue.

There's two separate properties. There's the Lakefront Center and its parking and the immediate grounds to that and then there's the Park to the north. So, these restrictions that we put on in the rent of the Lakefront Center apply just to that property. Our general restrictions regarding the Park apply to that area. I don't believe that we would permit without a permit itself, there would be any kind of staged event in the park. We need to make sure those are coordinated and I have not looked at those regulations for the use of the park. I would think that type of an event, if somebody

was trying to have some sort of a sound system and a presentation in the park, would require a permit from the Parks & Recreation Dept. before they could do that. But there's the city noise ordinances that come into play. One of the things we want to include in the rules and restrictions is there cannot be any outdoor sound system.

Councilman Langman – So the drafting of that language?

Director Frey – There maybe a later version that I've included that in that isn't in front of you tonight. I'm certain I typed that in, in one of these versions. I think that's an important consideration to try to deal with the issue that plagued some of the neighbors in past times.

Councilman Langman – This is not a particularly new issue and I thought we discussed this a few years back about enhancing it so that the renter knows what the rules are. Therefore if they know what the rules are, they violate it, I feel if we just give them a warning, it is like you know rules and you know how it should go, that's why I mention the enhanced penalties.

Director Frey – That's a fair point. Certainly in the contract with the renter and it is one of the reasons we want to incorporate specifically the rules, the third document I think you have into the rental agreement is to make sure that these are in fact enforceable as part of that contract. Maybe we need to look at that with a security deposit forfeiture, some other monetary penalty for violations. I can certainly look at that and talk to Mr. Tizzano and Ms. Mayernik and try to craft something that will work in the rules and in the rental agreement itself.

President Holzheimer Gail – I think it is both outdoor sound systems, but wasn't it also opening the windows so maybe it could be a joint, windows must remain closed when you have music. I don't even know if the windows open, or the doors. I thought there was something.

Asst. Mayernik – I know the windows have a little opening but basically it is an air conditioned facility and they shouldn't be open. Part of the noise might be getting out, there's the patio that Mr. Frey had mentioned. You open up the door in the summer and that sound just permeates out the door and unfortunately into the open windows of the neighbors. Hopefully we'll take care of that with the security and we'll certainly add it to our rules and regulations.

Mr. Tizzano – I would like to see whatever verbiage is written I will enforce 100%. I know it could be a problem for outside music and again I have not been there to experience that. My question is, do they have a decibel meter when the police show up, do they have a decibel meter? Is there a set decibel for noise control that you can't go over a certain decibel of music or so? Because if I tell the renter that you cannot do this and we will enforce it, believe me, I'm not going to sit there and say little Mary sitting at the desk for me and I'm floating around somewhere else. We'll be on hand all the time, either myself or my associate or his brother, that's why we're doing this because I couldn't do this by myself, but with good hands I can take care of this. Whatever we need to enforce, it is going to be enforced to a tee. Whatever damage is done, they will pay for damage, I'll make them pay, as Mr. Misny.

Councilman O'Neill – It is not the intention to stifle anybody that might want to come to that venue, but we do have to have some ground rules and they've got to be shored up. The only comment I want to make is there are sometimes, it doesn't happen very often, but there are some times that the couple wants to get married on the Lake and they've worked that out. There has been a time when speakers were taken outside and it is roughly 5:00-6:00 PM and a keyboard player might play, Here Comes the Bride, it is a single tune as the Bride approaches the trellis or whatever they're going to get married under. I personally don't have a problem with that, trying to be a little bit sensitive to the perspective couples. I think the meat here is the noise when the doors are open, people are hot or whatever, they step outside and then the doors are left open. That seems to be where the problem and complaints come from. It certainly is up to the discretion of the hall manager and the security officer that is there. Basically their word is the way it is, if they say it is too loud, it is too loud. I'm 100% for you hiring in-house security.

Again, I don't want to try to over legislate that building, but we do have to have some ground rules. Would they need a permit from the Recreation Dept. if they wanted to put a speaker out there and a keyboard player to play that Here Comes the Bride? If that is something that if they request to get married by the Lake, is that another layer, hoop that they're going to have to jump through? If that's the case, that's what we have to do. While we're putting this contract together, I want to clarify that.

Director Frey – This contract is not for the use of the Park. This is just the rental and management of the Lakefront Center. I need to look at the regulations for the use of the park. I think that's a permit activity. What you've described, I think would be a permit activity at the park.

Councilman O'Neill – I guess what I'm saying is it is a public park and what are our rules governing the recreation of the park; if they need to jump through another hoop to get another permit to have an outside, half-hour event, then we need to spell that out for them that they have to go to the Recreation Dept. and get a permit.

Director Frey – I think that's a good idea.

Councilman Langman – Just to add further to that discussion for a moment, there is that section of the Code that is not decibel related as far as noise. So any noise can be declared a nuisance if it is a nuisance to that individual. We'll let you tackle that so you can balance both of those interests and I'll look forward to that.

Just a couple comments on the process. Mr. Tizzano I think you'll do a great job for us and I look forward to moving forward with this. I do have some concerns on how the process unfolded as far as the RFP goes. I know that I didn't see the RFP until it was actually under the News Section of the City's site. From there I asked some questions as far as follow up. There's a lot of talented people up here and I would think it would have been nice if the Council would have been further consulted in some of this and maybe the RFP process would have been strengthened that way. I know some of this is because of time pressures, but being in the loop is beneficial to the entire process. As we've seen with things like health care consultants and Shore and Lakefront and so forth, when you have a lot of input, you tend to get a better result. I know Lisa this is not your thing to develop RFP's; Law Director you probably know a little better. We should have been forwarded either the draft of the RFP or the RFP itself when it went out, not after the fact. In fact, I never did get a copy of it, I had to ask for it. In the future I think that process should be adhered to, share these documents with the entire Council.

Also, I do appreciate that Mr. Tizzano stepped up to the plate, and there was negotiations after the conclusion of the RFP process. But we do have other firms in the city that might have wanted to have gotten in on the exclusive catering aspects of it. I don't know if that would have made a difference in this process, but I did want to ask one of the gentlemen that was approached that has a business in the city, that could have changed the reaction to the original RFP, which is more managing the hall than the catering and so forth. I'm all for going forward, but I would like since this appears to be only a year contract, to perhaps enhance or revised RFP and incorporate some of the things that have been subsequently negotiated and see if some of our other local businesses might want to bid on this particular contract.

I would just like to add, if we're going to send the Resolution back to City Council, since #17 of the contract does talk about exclusive catering and since that is going to be a service, I would like to add some verbiage to that, that Mangia Bene would act as a rental agent and exclusive caterers for the Lakefront Community Center.

President Holzheimer Gail – I don't have an issue with that, other than I think we need to be very clear that it is exclusive onsite or full service, whatever the best term would be because this in no means prohibits someone from using another caterer or bringing their own food. As long as we're clear about that.

Director Frey – That would require an amendment to the legislation that's here in the Executive & Finance Committee tonight. Or, if council's preference, I can just have an amended version available for consideration Monday night, it is up to you. If you prefer to just wait and amend it Monday night and I can have that version ready. Obviously we're going to have to make the clean ups and a few changes onto the documents themselves. It is up to Council preference tonight.

Councilwoman Minarik – This is not about the exclusive catering. Sorry you didn't get the LaSalle Mr. Tizzano.

Mr. Tizzano – If I could just answer that. That's how I ended up with Tizzano's Party Center, because it went from 185th to 260th. It was a losing but a winning situation. I still think the building is beautiful and it would have been a great concert hall. Ironically that's what they want to put in there now, so I can't wait to talk to Mr. Polensek about that.

Councilwoman Minarik – We'll see. I have a question about last year, the Forko earnings, they got 50%, what did Forko bring in? This relates to the advertising so that's why I'm asking that.

Asst. Mayernik – You're asking the revenues that were brought in? The total revenues were approximately \$55,000 that's total between the two. Thirty went to the City, approximately twenty-five went to Forko. Actually those figures are pretty similar through the past three years, varying a couple hundred dollars. That's basically what the amounts have been for several years.

Councilwoman Minarik – Do you know how many booked events there were in 2009, approximately?

Asst. Mayernik – Excuse me but I don't know. I know that I can tell you this, every weekend was booked from April until October, mainly Friday and Saturday. There was a standing Sunday booking for quite some time. Also throughout most of the fall. Their down-time is January and February which is the case with most party centers. I don't have the exact number of rentals, I'm sorry.

Councilwoman Minarik – Mr. Tizzano my question is, it says in #16 that you will be responsible for the signage, promotional advertising, subject to the approval. Say \$25,000, do you have an idea of what you anticipate to spend on advertising and the venue? Do you think it will improve the prospects for renting it through the downtown?

Mr. Tizzano – Advertising is through brochures and I don't think this can be done in a mailer or advertising. Every time I've put on ECTV, every few minutes you see Henn Mansion and Lakefront Community Center. I think that is, for being a four year venue now, I think it is four years now that it has been open, people are aware of it as available as a rent. I've also since it has been open told people to call down here, this venue you can rent the center if you're not looking at my venue. Advertising is a fine line. I don't do a lot of advertising. I'm to old school and base my business on word of mouth. I guess I'm out the door because now I'll have to start, like my kids say, Google, banners, I'm learning. Advertising I talked to Lisa about ECTV, running little ad, keep that going, be it in different publications, as far as church bulletins. It is hard to advertise. We have no more Euclid Sun Journal, that is a local paper and I don't know what demographics we want to advertise too. Basically our Euclid are, Willowick, I don't know where people are coming from, naturally Cleveland. I don't know how far advertising goes to get people to come down. Being booked, there's only so many Saturday a year to get married in. In the calendar year, you're basically busy from after Easter through November, October, those weekends should be booked, it is the nature of the business to have weekend functions. I don't know how much advertising needs to be spent if there are only one or two bookings a month. I don't know if it is worth to advertise because the place was booked and booked consistently.

Councilwoman Minarik – You had mentioned you had an associate. Who is your associate in this enterprise?

Mr. Tizzano – Yes.

Councilwoman Minarik – His/her name?

Mr. Tizzano – I'd rather not reveal that at this time. It is Rick Eberhardt. I don't know if it is a conflict of interest but I know that he's in a transitional period right now.

Councilwoman Minarik – I just wanted to make sure that they have as much experience as you, so I'm confident in that. That's all, thank you.

Councilman Van Ho – Just a comment. I think that all of the talk of the noise and so forth would be more properly addressed in the Rental Agreement between Mr. Tizzano and whoever is renting. When I took it off the e-mail that Lisa sent, there are actually two different agreements, one for between him and the city and one between him and the renter. I think between him and the renter would be a more proper place to address this. Please address it in non-lawyer language.

Mr. Tizzano – Whatever rules are made, I will follow; but where does my line cross, it is a public park. If they're sitting in their car blasting the stereo, do I go up to them and say I'm sorry, you're not in the building, you have to turn your stereo down? I don't know where that comes into my jurisdiction, once they're outside the building, how do I control the parking lot, how do I control people? It is a learning situation. I don't know how to say you're going to the back and you're walking through and they're at a picnic table, blaring their music, I don't know how I say, turn this down, is it my jurisdiction to tell them to turn it down? Or, is it the Police? I don't know where my line stops and where the other line picks up for the Park?

Councilman Van Ho – Wouldn't it be appropriate for the police to step in at that point because we have noise regulations. I would think rather than expose him to possible bodily harm or whatever, to have the uniformed policeman take care of that.

Director Frey – That was part of the discussion in having those officers there at any event after 8 PM. One of the benefits of having them there is you'll have better quality control and part of that is just that, the noise. I would agree with you, Councilman, if the officer's on site say, look there's a group out in the park not connected with this event here at the Lakefront Center, their call to their on-duty colleagues to come address that attention, I'm certain would be highly effective. I agree with you that the place for this discussion of the noise restrictions is in the rental agreement between the renter and Events by the Lake, I agree. Whether I can do that in a non-lawyerly fashion, I'll try.

President Holzheimer Gail – I would like to allow public comment or question on just Resolution (34-10) which is the agreement with Mangia Bene, if anyone has a question or comment on that? Seeing none.

Councilman O'Neill – To Director Frey, maybe we need to revisit the Parks & Recreation Rules and find out what are the rules for the Park, does it close at dusk? Then we have a better understanding, let the people know that it is separate from the hall itself and they can't walk out to the lake's edge with a beer or whatever.

Mr. Tizzano – From my own experiences, when an officer works for me off duty, we've only had basically one time in 18 years where we had to have somebody escorted to the hotel and taken into arrest. They have to call a squad in to do this. Where does this rental security, Euclid Policeman's duty end? Here's there to call in one of his back up or to call with his radio that he has. Where does his jurisdiction end also being a security, private, off-duty security officer? That has to be again, where does the line stop to the Park, to the Center?

Councilman O'Neill – He knows, the officer knows.

President Holzheimer Gail – Councilman Langman, do you want to address your amendment tonight, or wait until Monday.

Councilman Langman – If everybody is okay with it, I'll let the Law Director draft an amended ordinance.

Councilwoman Scarniench – Just to comment, Forko has done a great job. They came into this venue as a favor when it first opened up. What we've done is learned some stuff over the last few years and we're making adjustments for that. Mr. Tizzano is coming in, he knows the concerns we've had and one of the big issues was security where people would come in and say we've got our own security kind of stuff, which created a problem. By using off duty Euclid officer, they know our rules, they know the regulations and I believe we won't have the problems we've had before. The same thing goes with the use of the kitchen which came after the fact, but it was a good idea for the simple fact that he does pay the insurance. He's responsible for what goes on. This doesn't stop anybody from bringing in their own food or having food dropped off. The whole idea is to keep the Center the best it can be without all the problems that come with not doing what we're doing. I hope everyone will support this, I think we're still learning, but under Mr. Tizzano's leadership we'll see some really good things going on over there.

Councilman Van Ho – Just one request, if we're going to have an amended Resolution, that we get it before Monday night. E-mail it to us on Friday so that we have a chance to digest it, make sure we're comfortable with it and if there's a problem, talk to the Law Director on Monday. I hate looking at it and going yes, it looks good, let's go.

Director Frey – I'll have it out to you on Friday electronically. I guess this piece will stay in committee, (34-10) will stay in Committee unless you wanted to act on it otherwise. We can have the amended version to you electronically Monday night. I guess with the Council Clerk, we can put a placeholder or some sort on the Agenda for it, so we have the Notice and actual legislation out.

President Holzheimer Gail – I don't think the Resolution will change that drastically other than to mention the management and exclusive onsite caterer.

Director Frey – The Resolution won't change much so we should have that on the Agenda, (034a-10), but the agreement is what you're going to want to take a look at and we'll make sure to have that on Friday.

Councilman Wojtila – Following up on Councilman Langman's comments about information, maybe a good systematic way of keeping everyone informed on items such as this is through Board of Control. I know you'll always post when upcoming bid openings, maybe RFP's could work the same process where it is systematic and it is through the Board of Control Agenda. Hopefully we'll all read the Board of Control Agenda and you'll see that this is an up and coming item that you may want to look at.

Councilman Van Ho – We all have computers so when the original RFP is issued, just send us a PDF file of it so we can read it. As Councilman Langman, we'd be much more comfortable if we were able to look at the input.

Councilwoman Minarik – Can I move this to Council?

President Holzheimer Gail – I think we're going to have an amended ordinance so we'll leave this one here, would that be the correct process Director Frey?

Councilwoman Minarik – We won't change it at the Monday Council meeting then?

President Holzheimer Gail – He'll submit on our agenda will be (34a-10), a new piece, so we don't have to send this one. That concludes that item. We have two proposed Charter Amendments. I believe there are members of the Charter Review Commission here, if you would like to come up and sit at this table, we would welcome you. Thank you Mr. Tizzano, thank you Ms. Mayernik. The first ordinance was recommended, sponsored by the Charter Review Commission, the second was sponsored by Councilwoman Scarniench.

ORD. (19-10)

Director Frey – The Charter Review Commission considered this matter over a period of several meetings and determined that in their opinion the percentage of voters required signatures to cause a Recall election to occur should be increased from 15 to 25%. This was based on data that was collected from a number of communities as to the percentages that they required, some discussion on the part of the State legislature to increase the requirements that would occur for non-charter municipalities that would fall under State provisions.

In addition to the percentage change, there was also an interest in making a procedural change that would require there to be a notice and time period in which those signatures could be gathered. In other words, under the Charter as it exists today, once an elected official serves six months of his or her term, a Recall initiative or Recall campaign can be commenced with the gathering of signatures and there's no end date. So it could go from after six months from the commencement of the term until a day before the end of the term, would be impractical, but it certainly could go for some indeterminate period of time gathering signatures to the point where in the case of a four year term, somebody who signed the petition on six months and one day, might not recall that they ever signed that petition by the time it got presented to the Clerk of Council, two years later. There was an effort or desire to actually put a time limit. To affect that, there would be an initial filing with the Clerk indicating an intention and then once that intention was filed, the clock would start and there would be a 45 day period in which to gather the requisite signatures and file those with the Clerk of Council.

Those were the two substantive changes and this was voted on by the Charter Commission, presented awhile ago to City council and here tonight for consideration for inclusion, as we have listed it here, due to the timing, if this legislation was recommended back to Council and approved by City Council, it would appear on the May 4, 2010 primary ballot. There will be a primary election since it is a gubernatorial election year. We are assured of a primary election in Euclid. Our deadline, for having Charter changes is March 5th, that's the deadline for Charter issues to be perfected to the Board of Elections. Obviously I don't want to wait until the March 1st Council Meeting if we can get this, if we're going to send it, get it sent, either this coming Monday or the second meeting in February at the latest, so there's no issue with it being there and reviewed and so forth. Glad to answer questions, or the Charter commission members, many are here.

President Holzheimer Gail – I do want to introduce Mr. Dave Hiscott, Mr. Jeff Beck, Mr. Frank Dempsey, who served as the Chairman, and Ms. Honorable Fay Miller, also former Council person.

I would ask the Charter commission, as you served as the Chairman Mr. Dempsey, if you want to share anything with us prior to opening it up to Council's discussion.

Mr. Dempsey – I would like to share some of our thoughts going into the Charter Review and also specifically relative to the Recall issue. We spent over two years going over the entire Charter, paragraph by paragraph and along the way we solicited input from three major bodies: the residents, city council, and the administration. One thing we did solicit was their ideas on change, things that should not change and also we stressed our independence that we as a body would take their advice and therefore we would make the appropriate decision as we saw it.

As we approached the Recall issue, we realized it was going to be controversial and that's for very obvious reasons. But some things we kept in mind and discussed was: one, when Recall is necessary, it is necessary for the voters of the community, where they can take electro action relative to misfeasance, malfeasance, unethical conduct or other grievous acts as so deemed. So it is a device that is of major assistance to the voters.

But it is a device that should be used as a last resort. The impact of Recall is divisive, it focuses on political instability, it cannot be taken lightly and it does have major repercussions relative to a shadow being cast over the city, as far as new residents coming into the City and as far as major commercial investments in the city. These have to be waived relative to the action that's being taken. We realize a lot of this is subjective, but if there is a Recall, it really has to be something that is enacted by a large vocal minority of the voters.

When we looked at the percentages, we knew that 15% consensually was to low. Then we started to determine well what is an optimal type percentage to come up. We looked at 15 other cities and these vary from Parma, Cleveland Heights, North Olmsted, South Euclid, Willoughby, Lyndhurst, Wickliffe, Strongsville, Westlake, Bay Village, Garfield Heights, Mayfield Village, and a few others. Seventy percent indicate that for a recall, 25% of the voters from the most previous election is required in order to sign, have valid signatures, for a petition on Recall. Twenty percent require 20% approval. Thirteen percent requires 15%. So the majority certainly weighs towards the top end as far as 25%. Not in itself being a mandate but an indication of how other people think. All this information was taken from their Charters.

We looked at the number of voters we had in previous non-major elections and they average approximately 13,000 voters. So what we're asking right now is that roughly 3200 valid signatures be required in order for a recall. We are asking the City Council to give a pass through so that the voters can decide the validity of our conclusion.

Charter Review Commission has proposed to the City Council, which has been past onto the voters, three other major issues. One, on staggered terms; second is the change in the language for the Law Director's authority; thirdly in the Board of Control minimum dollar amounts. All three of these have overwhelmingly approved by the voters. We ask, give us a pass through on this, and let the voters decide their outcome, I thank you.

Councilman Langman – Just some opening comments and then some questions. First I want to address some comments that were made to this body on January 4th, just so the Commission understands, the residents understand where I come from on this matter.

We have many boards and commissions that help us conduct the public's business, including Charter Review. It has always been my stance that the talent of those men and women to evaluate whatever those particular duties are, does not require my constant monitoring or interference or input. The charge was made that we had the opportunity to participate in Charter Review's deliberations and we didn't. That is not true. For me your work, when you're done with it, then comes to the City Council, by Charter. And, as I've asked the Law Director several times, we have the responsibility to vote yes, or no. I plan on continuing to exercise that authority that is vested in me by the residents of this city. So I do not think that what we are doing is grandstanding or second guessing, but rather discharging our duties under this Charter.

Law Director Frey, under the proposed change, would it be harder to recall an elected city official?

Director Frey – There would be two restrictions that previously have not been in place. One is a time limit on the gathering of sufficient signatures. I don't think you could in any fair assessment say that would not be an additional restriction.

The second one is the percentage and I recognize with eight wards those raw numbers are very, very small so I think that's more of a subjective analysis whether that would make it harder. Clearly 25%, whether it is of 10 or 2,000 is going to be a larger number than 15%. Sure it would require a little more effort, but I'm not sure with eight wards it is a substantive difference. Now when you come to officials elected city wide and that's the Council President and the Mayor, I would certainly thing 25% versus a 15% requirement would be an additional restriction, yes.

Councilman Langman – Thank you. To the Commission, obviously we did have a recall attempt recently and Mr. Conway, Councilman Conway was heavily involved with that. Did you solicit his opinions, his take on how the mechanism of the current charter works as far as recalls go?

Mr. Dempsey – We did not solicit his input as what we were going through was a procedural rather than an outcome. Let me explain that further. What we discussed the most was the impact of the recall, the necessity for having it, and was the ends justified by the upset community. That's what we discussed.

Councilman Langman – But you did not discuss with him, how the mechanisms revolving recalls and how it is done, how many signatures, timeframes, etc., even though he had the experience of running it whether you agree with the issues or not?

Mr. Dempsey – The answer is no.

Mr. Hiscott – I would like to add in, we did not solicit his specific input. I really don't see the validity in doing that, nor did we contact any other leader of a recall to get their input. However, I think most important, he did not present himself to us as a citizen of Euclid to give us his input and thoughts.

Councilman Langman- Well, ladies and gentlemen, I've spoken with Mr. Conway and he has the same opinion that I do. You're charged with analyzing the Charter. It is not our place to run down here for every meeting, asking questions, badger you. It is our responsibility to evaluate your work. I tend to think that if I was here every meeting asking questions, or other members of Council at that time, that would have created an unnecessary burden for you to do your work. To me that's a rather significant oversight. If you're going to make subjective decisions on parts of the Charter, to not even talk to an individual that has worked with that section of the Charter, not in the abstract but in reality. Given the fact that many, many times we have been told that four year terms, the checks on the individuals that holds these seats and the Mayor's spot, one of those checks would be recall. Well, you're making it more and more difficult.

To me this seems like you're making it more and more difficult for the citizens to have input into their government. Those are my comments. We can discuss changing some of these things and I would consider passing this through, but as currently written, I cannot support this.

President Holzheimer Gail – Let's stay on track with the ordinance that we have. The Charter Review Commission served very well, very ably for two years and I want to thank you for your efforts. All of their meetings were open to the public, announced and had any resident, anyone outside the city had the opportunity to come and present their opinion. Our jobs are different. We do research, we do all kinds of stuff. I know they did a lot of research, looked at other Charters. I really don't want this meeting to turn into second guessing their process, their intentions. We're here to discuss the ordinance that's before us and you can disagree with it and vote no on it, that's certainly your right and your obligation, but let's not make our discussion about the process, because this is here before us.

Ms. Miller – I, too, would like to add to that, every meeting that we had, every meeting that was scheduled was also announced what the Agenda would be. It was announced at the meeting for the next one and it was also advertised. If anybody had any specific comments that they wanted to make on anything that we were discussing, they were certainly welcome to come and do it. It was always open to the public, everyone made their comments, we discussed it, we opened it to the public, they came up, they made their input, their pros and cons on it and then it went back to the Charter, just the way you run your meetings too. It wasn't that we didn't ask for input, we did want them to come. We asked even Council to come and make comments too, everyone was invited.

President Holzheimer Gail – I have just one question too to kind of say before we get to far. Did any current or former elected official ask you to look into the recall issue?

Mr. Dempsey – No, this was part of our total Charter review.

Councilman Van Ho – I believe that we should pass this on forward. I have the faith in the voter's ability to separate what they want and what they don't want, on something as basic as a recall.

Councilman Gilliam – I'm going to be brief. I was a former member of this Charter Review Commission and I sat on that Charter Review Commission and if anybody is an expert on the Charter, and probably the most senior councilwoman in this city is sitting right there. So, through her guidance and through her advocacy, just directing us in some ways to go, we were able to make a conscientious decision. As a Council person, I look at the recent Charter amendments that have

passed and it seems like we're in tune with the city, that might be misleading, but at the end of the day, the voters had a chance to look at the Charter and make their decisions.

I did receive an e-mail from one resident asking for this particular amendment to be placed in two different parts and I understand completely what her reasons were. But there were other Charter amendments such as the four year staggered terms that were debated should it be two parts or should it be one. We concluded that it didn't have to be two parts and the voters voted on this.

In response to making a hindrance for individuals to be recalled from elective office, you can look at it either way. This particular thing might expedite the process, so that we can get through, and get on and move on. Rather briefly, the Recall from 2005 left a lot of bitter taste in my mouth and I think part of it was the build up to the actual recall. I saw this as expediting the particular recall process.

For the record, I wanted it to be 15% at large and 25% ward and that's based on the possibility of whether it be high or low, we can't predict that. I know that at-large candidates have to work harder. I know that at-large candidates have to do more. To put them through the same test as the Ward candidate might be an unfair challenge because their responsibility and their particular duties are far more in raising money, reaching out to people and accumulating signatures.

But in closing, I feel this particular proposed charter amendment should stand as is and be moved onto the next Council meeting. Because, as I stated before, whether Council reviews because they have the authority to do a Charter Amendment, whether Charter Review has the authority to submit, or 10% of the electorate has the authority to submit, at the end of the day, who decides this? The voters. I want to move forward submitting it as is for passage and that's my comment.

Councilwoman Scarniench – I think we all got the e-mail from the resident and I would like to see this split up, just for that reason. Some people may agree with one part and not with the other. As a former Charter Review Commission member, I know the Law Director and I don't see eye to eye on it, but the simple fact is I truly believe that the Commission is put together to come up with ideas that take away from Council. It is not a Council decision, it is this body who has no really vested interest except in seeing what's best for the city.

Just when you talk about numbers and my math may not be right, but I checked it out, so we're okay. If somebody decided they wanted to have me recalled, if there were 5,000 people who voted in that election, with the current rate of 15%, we're talking about 750 signatures. Under the new proposal, it would be 1250 signatures. I have no problem with that. At least that gives you a fair amount of people who think you've done something wrong. I think that was part of the whole intent of this that it shouldn't be so low that every year you've got somebody being recalled. We see this happening all over the place, we saw it in Akron and everywhere and no where has anybody been recalled. All this is doing is saying there's a difference of this amount and this amount of people who believe you don't belong there any more and I don't see anything wrong with that. I would like to see this split up for that reason and then go forward because I truly believe that's their job when the founding fathers decided to put this this way and make every 8 years we have a Charter commission. I believe that's what we have to do. That is up to them, the voters, to go ahead and say yes or no. They've done their job and I believe we've done our job. Thank you.

President Holzheimer Gail – Just for everyone's information, the e-mail that Councilwoman Scarniench was talking about, we had an e-mail from a resident who could not be here tonight but wanted to share her opinion. She suggested that the two elements of this proposal be separated out so that you would vote separately on the 45 day limit and separately on the increase to 25%. I don't know whether the Charter Review Commission had discussed that or would have any issue with that being separated into two pieces.

Mr. Dempsey – We have no issue with that.

Mr. Hiscott – I just wanted to add in because it kind of goes along with what Councilwoman Scarniench said. I'm sure everybody knows this or understands it, because the numbers are based on the amount of voters that actually voted in the last general election, that number can fluctuate. If there's a very low turn out and a year later there's a recall, it will be based on the lower number. If it's a high turn out, obviously it will be higher. It fluctuates that way. I think that's important to know that the number is not static, it does change.

Councilwoman Minarik – I have a question about the Declaration of Intent in this. A Declaration of Intent to petition for the removal shall be filed with the Clerk of Council. Did the Commission come up with the wording for that Declaration of Intent? Is there some form? What is this Declaration of Intent?

Director Frey – The Commission did not come up with a form. What I would imagine once this, if this was enacted as part of the Charter, then City Council would probably approve legislation that would create the document itself. So there would be, by ordinance, a document that would serve as a Declaration of Intent that should somebody seek to remove an elected office holder that they would complete the form and file it with the Clerk.

Councilwoman Minarik – Previously the Council Clerk just had to be notified, is how I'm understanding it. So you've inserted a Declaration of Intent into this but the Commission didn't come up with what the Declaration of Intent should say? It is now up to the Council to determine that? Is that what I'm hearing?

Mr. Dempsey – Let me make a statement on the Declaration of Intent. It is when the petition is filed. That is an intent that action is going to be taken. In the past, when it was declared or the petition was pulled, there was no deadline when it actually had to be filed. All we're doing is imposing a reasonable, prudent deadline.

Councilwoman Minarik – The Declaration of Intent is just to give the deadline?

Mr. Dempsey – That's the starting point.

Councilwoman Minarik – Right. What is the Declaration of Intent saying then, that within 45 days we intend to have enough signatures. What is the Declaration of Intent that you envision?

Mr. Dempsey – The Declaration of intent basically says you have 45 days to file this, if not it is not going to be acceptable.

Councilwoman Minarik – If I'm recalling someone, I take this Declaration of Intent to the Clerk and the Declaration basically says in 45 days we plan to have signatures to recall so and so?

Mr. Dempsey – That's a fair statement.

Director Frey – There was no prior filing requirement Councilwoman. There was just the filing of the completed petitions. So this would be a different document that would say to the elected official through the Clerk of Council that there is an effort being made to cause a recall election for your office.

Councilwoman Minarik – Before it was a petition demanding his or her removal may be filed. So there was no requirement to file that at the beginning of the process.

Director Frey – That's correct. There would now be that requirement, if this is approved, a simple declaration that there is a process beginning. The sole purpose is to start that 45 day period.

Councilwoman Minarik – The Council has to determine what

Director Frey – I would suggest you would adopt a form for it.

Councilwoman Minarik – Then the next question I have in recall in general. Where it says grounds for the removal. It is not specifically what's there but for some reason I thought that grounds for removal include malfeasance, misfeasance, nonfeasance, but that's never written out. So it seems that recalls typically if you don't like their personality, or if you don't like the direction. But is it required that there has to be proof of one or another one of those; is that a requirement?

Director Frey – The Court case is reviewing challenges to recall petitions have said that is largely up to the voters to decide whether the grounds alleged are adequate. They decline essentially to engage in the analysis of or the sufficiency of those grounds. There must be grounds, that is not a change by the way, that's in the existing Charter language, but the Courts have declined to address the issue of whether the grounds alleged are adequate to cause the election to go forward.

Councilwoman Minarik – I wanted to make sure of that because I am disappointed that the Commission did not make clear or concentrate more on the grounds for dismissal.

Mr. Dempsey – We did and in the brief presentation I made I mentioned malfeasance, misfeasance, ethical behavior.

Councilwoman Minarik – You mentioned it, but it is not,

Mr. Dempsey – The intention is we did not want to quote, box, the residents in because we did not anticipate something else which would be the basis for recall. It is the residents who decides the gravity of the issue. We were not going to dictate that and box them in on what that issue and the seriousness of that nature. That was intentionally done that way.

Councilwoman Minarik – I appreciate that. My final question, I'm not sure if I caught that correctly, the Ohio Revised Code, currently it is 15%. Did you say it changed Director Frey to 25% or is it still 15?

Director Frey – As far as I know it is still 15. I know there was legislation introduced in the House to amend it to 25, but I don't know if that was every acted or voted out.

Councilwoman Minarik – Because what I saw today, 705.92, it was still at least 15%. Which leads me to question your statement, you said you knew 15% was to low. What was your grounds for knowing 15% was to low?

Councilman Langman moved to suspend the rules to go beyond the 1 ½ hour time limit.

Councilwoman Scarniench seconded. Yeas: Unanimous.

Mr. Dempsey – When you get into numbers you get into subjectivity. I went through the relative impact of recall. Relative to the impact on the city. Relative to the residents moving into the area, or the commercial investments. Also, the impact that it was going to have on the reputation of the city. With that in mind and it is severe, I looked at the voter turn out going back to 2004. If we exclude the 04 and 08 and we take the average of the other four, it is roughly 13,000 voters each time. Of 13,000 a 15% which would initiate a Recall is about 1900.

The discussion we had amongst ourselves is is there a magic number. We know that 15 is to low. We knew that 15 was to low and the reason being, if you go back to 2007, instead of having an average of 13,000 voters, we only had 9,000 voters. You can put the math together, how low is to low.

In realizing we have some years where I say it is quite low, we wanted to make sure that if somebody did pursue a Recall, which we totally understand there has to be a reason for a recall, we want to make sure that there was enough of the minority voice, of the voter's voice, to be heard. We then went to other cities and we actually assessed what they did and that's when I got into the discussion of the 15 cities and I read the cities off and I gave percentages that were at 25, 20 and 15.

That was the reason, plus I think what we have done relative to hearing the voters and the fact that we have had three successful votes before the Euclid voters relative to staggered terms, relative to restating the Law Director's authority and relative to the Board of Control which were passed by a minimum of 2:1, between 2:1 and 2.8:1, which is the margin by which they were passed, I think we are in tune. When you put all of the factors together, I think you come up with a conclusion that this is something that should go to the voters and they should vote on it. If you extract one of them out of it, no. I think what we're doing is putting together something that makes good sense and this is what we proposed to you.

Councilwoman Minarik – One final comment. It might have passed overwhelmingly in all the other wards, in Ward 4, it was close. It still passed but it was close.

Councilman O'Neill – To the Charter Review board, thank you for your efforts over two years, they spent a lot of time away from their families and we appreciate your work. I just have a comment, it is not that we here are telling people what they can or cannot do, we are the vetting process of this legislation. What we're doing is what we're supposed to do; pick it apart, as the questions that are pertinent to this legislation and let the folks in the city take a look at what's going on. But ultimately I believe our job is to pass this along to the voters and let them decide whether it is good for the city or not. I have no problem with people agree or disagree, put it out there, let's see what sticks to the wall. Ultimately I think this should be passed onto the voters of the City of Euclid and I thank you for that.

Councilman Van Ho – Chairman Dempsey, if I understood the numbers that you threw out, there are only 10% of the cities that you checked on that had below a 20% factor for a recall. You brought up 70% had, 25%; 20% had 20%. That would leave only 10% that are below 20% as far as the reasonableness of it. Once again, to the Law Director, this letter of Intent, that simply starts the clock. In other words, you can't have signed petitions before that date. You could get all of your organization done, your petitions run off, but you just can't start having people sign them until after

you file this, I'll call it a Letter of Intent with the Clerk of Council. Am I understanding that correctly?

Director Frey – Absolutely correctly.

Councilman Van Ho – Once again I'll go along with Councilman O'Neill, I think we give it to the voters and let them decide. If they feel 25% is too tough, they'll turn it down.

Councilman Wojtila – Thank you for keeping us focused on the resolution and the amendment to it. We have to take out the personalities. We know it is a controversial item because of the history but we have to take that out of the equation. We have to look at this, so I'm looking at this and evaluating it. Should it be 25% which is 5 out of 20 voters. So out of every 20 voters that voted in the last election, you're required, if this passes, and we send it on to be voted on, 5 out of 20 versus 3 out of 20. Really that's what it comes down to, 3 out of 20 signatures that you need, or is it 5 out of 20 signatures that you need in order to get the recall put to the general electorate.

I don't know 3 out of 20 seems a little low; 5 out of 20 seems a little bit high. The fact that there's 70% of the communities have 25%, I guess that's something. I struggle with this one. We don't vote on it tonight but again I'm saying this to ask my colleagues to just consider that, that's what we're voting on is should that question go to the general electorate that if you want to recall an elected official, you need to get 5 out of 20 versus the current 3 out of 20.

Councilman Gilliam – Director Frey, the 15% that's adopted in our code, statewide, most statutory cities use the 15% correct?

Director Frey – They'd have to.

Councilman Gilliam – They have to, that's what I wanted to make sure, thank you. The other question I have is and this might go to any member of the Commission, in your research, most of the cities, a majority of the cities who were higher than 15% also had Charters, correct?

Mr. Dempsey – Yes.

Councilman Gilliam – That's what I wanted to make sure. So that tells you that 15% was the State requirement but cities with Charters, made their own choices and their own decisions, just as the citizens before us decided to have a Charter for this city. I think it flies into the good faith effort that a city with its own Charter could make recommendations to the people, so that the people can decide to vote. If we were a statutory city, we would have this issue. But because we adopted a Charter, I believe it was in '31, I'm not sure, I'm a little vague right now, but when we adopted a Charter, it was in design for civilians and government to have a say in how they wanted to have their city to operate. So this definitely flows with the theory of having a Charter. We're not saying that the Commission is correct or incorrect. We're not stating that Council doesn't have the opportunity to vet this particular process. But at the end of the day, we adopted a Charter so we can make changes, amendments, to support our city with the best form of government. I don't think there should be a lot of controversy about it. If we were not a Charter city, there would never be a Charter Commission and we would have 15% regardless. But I think our forefathers initiated the Charter because they may have had some differences with the State regulations and wanted to be able to determine their Home Rule. This is all this process is right now. Do the voters want to go to a 45 day notice and a 25% of the signatures as an increase. I will promise you, that is my last comment, thank you.

Mr. Beck – I would just like to further comment on that. To further Councilman Gilliam's point, we also set up within the Charter the ability to have the voters of this city decide on how that Charter should be maintained and proved. So whether it is 3 out of 20 voters or 5 out of 20 voters, all we're asking you to do is let the voters make that decision and not struggle with it here.

Councilman Langman – First question to Chairman Dempsey, the communities that you looked at, had they actually gone through a recall process in any recent times or any time?

Mr. Dempsey – First of all I did not get in touch with them on that specific issue. I honestly ask, is that germane to this issue?

Councilman Langman – Well, I've asked you the question, it is either yes you did or no you didn't.

Mr. Dempsey – No we didn't.

Councilman Langman – Okay, thank you. Law Director Frey, why May 3rd? Why not wait until the General Election where conceivably more people would participate in that election?

Director Frey – It is entirely up to Council to make that decision. Historically we've always put the next election on any of these ballot issues. So had this been done probably when it should have been last June, it could have gone on the November 2009 general election ballot. But the fact that I didn't get it to City Council until after that filing deadline, we listed the next election. The next election for which the City would not be obligated to pay for the services of the Board of Elections.

Councilman Langman – That is always a good thing. Madame Chair, I would make a motion to close debate on this issue so we can move onto the next item.

President Holzheimer Gail – That has not been seconded so we'll have more comments.

Councilwoman Scarniench – I would like to make a motion that we separate these two items so that they appear on the ballot as two distinct voting issues.

Councilwoman Minarik seconded.

President Holzheimer Gail – Any discussion about that amendment? It would separate this so there would be two Charter issues; one, providing for the 45 day window and the second would then ask if we want to increase to 25%. Question on the amendment?

Councilman Langman – Just a comment. The Charter Review Commission is okay with it, that's fine. But I would tend to go with what they've done and have it together.

Councilman Wojtila – Just a question on the Declaration of Intent. Did the Commission find that in other communities that the Declaration of Intent existed?

Mr. Dempsey – I would have to pull the Charters for each of these cities to answer that question.

President Holzheimer Gail – There has to be some document that starts the process. That's really just a housekeeping, it doesn't require anything other than a form to get started. Perhaps Law Director Frey can look into how other cities handle that?

Director Frey – I'd be happy to.

Mr. Beck – We did look at a number of other cities and what we looked at, they all had timeframes in place, how their language is worded, I'm not sure. They all had timeframes in place.

President Holzheimer Gail – We'll get that information. There's a motion and it has been seconded, unless there's further questions on that amendment, let's take a vote on the amendment to separate into two separate charter issues.

Roll Call: Yeas: Scarniench, Jones, Minarik, Van Ho, Holzheimer Gail

Nays: Gilliam, O'Neill, Wojtila, Langman,

Motion passes 5 to 4.

President Holzheimer Gail – If there's comments from the public on this particular one before we take action on sending it back to Council.

Mr. Victor Goodman – First before I start I would like to ask the Council and the Chairman to extend time as there are basically no participants here and there are questions that have come up from statements. I would ask that a little more time be given.

President Holzheimer Gail – Go ahead and start with your questions.

Mr. Goodman – 20201 Glen Russ Lane. First of all I have a few quick questions which just absolutely require a yes or a no answer and nothing more. To the Charter Chairman, was the Mayor called to discuss the possibility and his thoughts on the Charter Review situation?

President Holzheimer Gail – Let's have our questions first and then we'll respond to them.

Mr. Goodman – Just yes or no.

President Holzheimer Gail – I don't want to get into a back and forth.

Mr. Goodman – No, no, that's why I saying, yes I did, no I didn't.

Mr. Dempsey – By me personally, no.

Mr. Goodman – By the Commission?

Mr. Dempsey – No.

Mr. Goodman – That's funny, I was at a meeting in which you did request the Mayor to be there.

Mr. Dempsey – That was Director Frey's comment.

Mr. Goodman – Well somebody did. All right. But the Mayor was solicited, but the person who lead a recall was not, seems to be, and I don't care whether it came from the Law Director or the Commission, seems to be only one-half of a story. The person who was attempted to be recalled, versus the person who felt why there should have been a recall. So, we'll just leave it at that.

Now I've got to find my other question. In this recall process as you propose, if 800 people voted in a ward, then its 25% of 800 people to do that ward; or are you saying that it's 1300 people? Because it's very confusing to me how that wording was with a 5,000 people thing. If there are 800 people voting in a ward, it is 25% or 800, yes or no?

Director Frey – It is in the office that is being subject to the recall.

Mr. Goodman – Citywide, like the Council President or the Mayor?

Director Frey – It would be the whole city.

Mr. Goodman – Okay. I look at the fact that a Charter was designed no different than a Constitution of the United States or a Declaration of Independence. It was designed to protect the people from government. It was not designed to protect the government from the people. So I think that being somebody wasn't solicited, I think I need to explain why I joined the Recall. I think one of the most interesting parts of that is the continual statement that I hear from council members, let's put it to a vote of the people and that is exactly why an attempt to Recall happened. Because a vote was put to the people. A vote as to whether a particular piece of land should be rezoned or not. It was probably one of the most vicious lead ups to a vote that I have ever seen in my entire life. Racism and every other single thing of hatred was brought up into this. Including the fact that just prior to the vote, an article printed in the Plain Dealer said that the Diocese of Cleveland had urged their people not to vote to have this not rezoned. I personally, and I have the e-mail and would be happy to show it, called the Bishop and asked him how could you do this. I actually got the response; he said, I never did. How that article made the newspaper, I don't know. But it proves to me the viciousness and hate that went through this process.

And yet, with all of the negative presented to the public as to why to agree to allow the change of zoning, it failed, 60/40 by the voters. In the most dominant, which is where we're basing this all on, based on what went prior to it, of racism, if you voted against it you were a racist which is ludicrous. Is that, senior moment, I lost track.

President Holzheimer Gail – Focus your comments on this ordinance.

Mr. Goodman – That's what I'm trying to do because it is all about this ordinance. Is that the, I'll have to come back to that thought because I just lost it in my mind. Why the process, okay. I took part in that process. After 60 days we did not have 15%.

President Holzheimer Gail – Your time is up, Council?

Councilwoman Scarniench moved to extend the time 2 more minutes. Councilman Van Ho seconded. Yeas: Unanimous.

Mr. Goodman – After 60 days there were not 15% of the votes collected. After 90 days there were not 15% of the votes collected. After 120 days there were not 15% of the votes collected. It took nearly 180 days to collect 15% of the votes to ask for a recall. I again reiterate that the Recall, at

least in my opinion and in my reasoning of why it took place, was because my vote was discounted by an elected official and that to me was malfeasance of office.

I do agree that the Charter did hit on something. I personally, because I stood out in the weather from the winter until the summer, tell you yes, there needs to be a timeframe. That is an absolute necessity. But the 15% has nothing to do with it. 25% in 45 days in my opinion is a penalty to the people of the City of Euclid for the audacity to have tried to recall somebody. I probably should look at it as an amazing affront to me that even this was put forth in that way.

I think it is behooving upon this Council to re-look at this entirely and to state that the 15%, if you want to go by facts couldn't even be picked up in 180 days. So let's do it to 25% to make sure it can't be picked up at all. Now let's make it 45 days so we don't even need it because you'll never pick up the votes. The people have a right to say, we think somebody did something wrong and then let's put it to a vote of the people. Forty-five days is ludicrous, it could never be done. So if we want to make sure that nobody can ever be recalled, you go ahead and show your conscience and say yes, let's put it to a vote of the people so they never can recall you.

Director Frey – If I could just to clarify. All the Directors and Chiefs and the Mayor were invited to make presentations in a general manner to the Charter Review Commission. Most, to my chagrin, did not. But they were all so invited. There was never anybody specifically invited for any particular issue. Obviously as the Charter Commission can attest, I made a presentation and a recommendation on changes to language for the Director of Law, for that section of the Charter. I'm not aware that any of my colleagues, however, made recommendations or presentations for other sections of the Charter.

Finally to finish this, in a conversation, not with the Charter Commission, but with me, the Mayor was not in favor of the Charter Commission addressing the issue of recall. because the sense that this would be construed as some sort of personal matter. So he would have preferred the matter not have been addressed at all.

Mr. Jerry Corbran – 24250 Maplewood Dr. May I point out that the current Charter amendment served us for roughly 60 years. Nobody seems to be complaining about it during that time. After it was used once in a failed attempt, and putting it on that ballot was a very difficult task, I can attest to that. I'm frequently in contact with John Conway and was aware of those things.

Why make it more difficult? This amendment, as the Law Director mentioned, may have the look for covering something up, covering somebody's posterior. That may be what's left of the public. But it begs the question, does this amendment serve the people or the office holders? I predict that this amendment will be aired soon. We all know that there's a newspaper coming some day and that's going to get a lot of coverage and I hope it comes in time to cover this particular election period. Then the primary turnout, which is usually very low, at least the voters will be armed with some of the facts. I thank you.

President Holzheimer Gail – Council's pleasure? We have this ordinance that has been amended to be separated. Would anyone like to make the motion to send it back to Council?

Councilwoman Scarniench moved Ord. (19-10) as amended to Council. Councilwoman Jones.

President Holzheimer Gail – There's been a motion and a seconded to send this back to full Council. Roll Call on that motion please.

Roll Call: Yeas: Gilliam, Scarniench, Jones, O'Neill, Wojtila, Van Ho, Holzheimer Gail
Nays: Minarik, Langman

To full Council.

President Holzheimer Gail – Law Director Frey, to separate it out, you'll need a little bit of time so we should not expect it Monday?

Director Frey – I'm going to try to have it done. I know it is Wednesday night and we've got a lot to do between now and when we get the agenda out but I'll try to get this done and on the agenda in two pieces.

President Holzheimer Gail – Thank you very much. We do have another Charter piece which was sponsored by Councilwoman Scarniench. If the Charter Commission would like to stay, they are welcome, if not.

Ms. Miller – I would like to make a comment. Someone mentioned that our Charter has been in existence for all these years. Every time a Charter Review Commission meets and they make

recommendations for changes, it is because times have changed. I just wonder how much debate went on when your terms were changed to four years? Because I really think that's the big change. If you get somebody that you want to get out, that person is going to be there for four years. At least if the person was there for two years, they could vote them out and you wouldn't have to worry about recall, because this community votes people out.

Now with everything that's changed, you've got your wards the way they are and nobody at-large, everything is just all changed around. Really to drag something out for a hundred and some days to get a recall, if somebody is doing a bad job, you can get those signatures like that. You can get them and vote the person out. I cannot believe that if somebody is doing a good job and then there's some people that do not care, they think that person is not doing a good job, so they go out and try to get signatures. Sure it is going to take them a long time to get signatures because the majority of the people feel that individual is doing a pretty good job. That speaks to all of you too because your ward is small now and if they think you're not doing a good job, that's exactly what they're going to do.

I don't know why it is such a big thing because we hashed this out over and over and over and really felt that what we came up with was a fair solution on recalls.

President Holzheimer Gail – We appreciate all of your efforts and we will I'm sure debate this again Monday night. Again the decision is not ours, the decision is the voters. To change the Charter, the voters have to vote.

ORD. (22-10)

Councilwoman Scarniench – I guaranty this isn't as controversial as what we've just gone through, it should be very short. To me this was a personal issue that I decided could affect other people in the future. As everyone knows the previous term when I was first elected I won by seven votes. According to our Charter, you take over on December 1st. Our election is the first Tuesday in November. The Board of Elections does not certify an election for 30 days. So knowing that I had to have a recount, I was in limbo because I actually took the Oath of Office because I was told to do so and I voted on things that came to the floor because I came to a meeting before it was certified. That was very troubling for me because I didn't believe that I had the right to be up here yet until the election was certified.

All this amendment does is change the term to begin January 1st. Because by then you know for sure if you were elected. If for some chance there is another recount, it will be done before January 1st, so that no one has to go through what both myself and Mr. Brown went through when this happened. That's why I brought it forward and I hope the voters will understand that and agree with it. That's it. Thank you.

Councilman Langman – Director Frey, I sent you a question about when the change to the current set up occurred. Were you able to find out anything about why that was changed?

Director Frey – The when it was changed I was able to find out. The why it was changed is a bit more of a mystery. The Council Clerk actually did the digging. It was in 1976, it was an Ordinance (80-76), that was eventually acted on after several delays. It was acted on August 16, 1976 to send that matter to the ballot to change the terms from a January 1st date to the December 1st date. That was for, it appears, just for the members of Council. I'm not sure when the Mayor's term was likewise change to December 1st date.

Unfortunately the minutes of those meetings from 1976, there was, I will say some discussion about acting on the legislation at all, but not much as to the merit of the date change. It was apparent to me that the sitting Council at that time was reluctant to act on that piece of legislation that would have sent it to the ballot. Obviously as we're aware, it was passed by the voters when it was ultimately put to them to change those term dates. I can surmise a reason for the why and that was to prevent lame-duck carry over periods. But in my estimation Councilwoman Scarniench's situation is illustrative of the bad public policy engaged there. She could not ever in the case of, nor could any council person, if the election results are not certified for 30 days, ever truly be entitled to hold office on December 1st. The election could never occur until November 2nd at the very earliest. So it begs the question, how do you legitimately hold the office on December 1st, when that 30 day period and you're not certified as the winner.

To my knowledge it has not ever been challenged here since this change in Charter in 1976. But I think it is certainly from a government perspective a better form of government to provide for a January 1st start date to the term. That's what we attempted to draft both for the members of City Council and for the Office of Mayor for all the same reasons. Quite honestly, certainly it is subjective opinion on my part but I don't think that two month period is any more likely to be mischievous as from a lame-duck perspective than a one month period would be.

Councilman Langman – All of these have some subjectivity as we've just heard to all these reasons. I clearly understand the trauma Mr. Brown and Councilwoman Scarniench went through. You did touch on the point of sort of the lame duckery, the mischief that could happen with a lame duck council, we kind of had a little taste of that. Part of our job in looking at these is trying to project out what could happen. Not saying this Mayor wouldn't do this or this Council wouldn't. What happens 10 years down the road or 20 years down the road. This one is a little more difficult for me, but I will support putting this one on the ballot even though the issues of lame duck mischief is relatively valid and needs to be monitored.

Director Frey – Just to respond to that, perhaps the resolution of that is that Council recesses for the month of November and December. I'm not being facetious with that, I'm saying if that were a concern, that might be a way to address that instead of the July and August recess. But in any event, I agree. I know of no other model of elective office where the elected officials are expected to take office so quickly after the election date itself. Certainly in the federal model as we know it, in fact for a long period of time, the President wasn't in office until March and that was subsequently changed by amendment to the January date.

I'm certain that was the motivation behind it. How to protect against that is a more difficult question, I would agree.

Councilman Langman – The only caveat I would raise is that sometimes you have issues, and you do have budget issues. Our experience has been, well we're at the end of the year we have to do a budget amendment or whatever or there's another crisis in the city, do you want sort of a lame duck team making those decisions perhaps hamstringing the future administration and council. It is not a slam dunk but it is something that the voters should consider. Thank you.

Councilman O'Neill – If this is sent onto the electorate and they do vote on it, when would this take place, the election cycle that this would kick in?

Director Frey – For this next election cycle, those office holders would serve an extra month.

Councilman O'Neill – 2011?

Director Frey – Yes. They would serve, if it was a 24 month term as we're getting into the staggered four year terms, if it was a 24 month term today, if this were enacted, it would be a 25 month term. For those that are on a four year term, it would be a 49 month term. Then eventually those would transition and then the next term after that to a January 1st date.

Councilwoman Scarniench – I'm not worried about the lame duck issue. I'm just looking at the legality of it. Somebody could have questioned me being allowed to vote on something if I wasn't certified to be voting on it. That's the whole thing. I would hope in good conscience any person who sits up here in any elected position, there's a lot of people who lose their seat, but they're good people and they work for the City of Euclid and I hope they would conduct themselves accordingly until that last day. This is strictly a legality thing as far as I'm concerned and I hope people will see it that way.

President Holzheimer Gail – I do have concern about lame duck but I think the transition to the staggered terms should help combat that a little bit. I agree with you, most people up here, you're serving for a reason and elections that are volatile can leave some hard feelings. But the residents are still here, the residents are still watching, participating. We have a system in place and I certainly hope most people will not take advantage of that and it is up to the rest of Council and the Administration to make sure business continues in a positive way. I will admit, I am ambivalent because of the lame duck issue but I will support your efforts to let the voters decide.

Councilman Gilliam – In regarding Councilman Langman's words, we are looking at projecting for the future. In any particular administration or any elected official, excuse me, could potentially be lame duck and be voted out. My concern is that a lame duck city council or a lame duck council person reflects solely on the efforts of that council person or the entire Council. The big concern which is measurable is the creditability of the city government if we weren't to pass this and any council person commenced their term on December 1st, made votes and then they were nullified because the count was incorrect.

When I look at this particular document, I understand the frustration of a possible lame duck council person, but I'm more concerned about the creditability of this city allowing that situation to potentially happen. Because it disheartens the newly elected council person. It will also dishearten

the person who lost or the persons who lost. So in my particular opinion, I think this is good sound legislation and it does add to the creditability of the city government.

Councilman Van Ho – I would like to say that I agree with both Councilman Gilliam and Councilwoman Scarniench, we've got to look at, I don't know how you could do much mischief in two months, knowing the way things flow around here.

President Holzheimer Gail – You can ask a suburb that's to the east side of Cleveland. I'm sure they could tell you a different story. Questions or comments from the public?

Mr. Victor Goodman – This is going to be a lot shorter. I absolutely agree with what you're saying, but you have the wrong date. You cannot be seated on January 1st. January 1st is a Holiday. So you have to amend it to be January 2nd, so that you can take an oath of office which you would not take on January 1st. So, I just think it is logical, not unless somebody wants to come in on New Year's Day and be sworn in. I think it would be an imposition to you people.

Director Frey – Prior to this amendment, the terms did start on January 1st. It is not at all impossible to be sworn in on January 1st.

President Holzheimer Gail – Most other communities do start January 1st. Is there a time given to organize?

Director Frey – Five days after the term commences, yes.

Councilwoman Scarniench – I don't think that's really a problem because we do the swearing in a few days ahead of time. Our term starts January 1st. I don't see where that's a problem because we wouldn't be doing the swearing in on that day, its sometime during the week before. What a way to start the year. I'll leave it up to the discretion of the Law Director if he thinks it should be a different date.

Director Frey – I think the date is fine as proposed.

President Holzheimer Gail – Other questions from Council? Suggestion for action? Send it back to Council?

Councilwoman Scarniench moved Ord. (022-10) to Council. Councilman O'Neill seconded.

Roll Call: Yeas: Gilliam, Scarniench, Jones, Minarik, O'Neill, Wojtila, Langman,
Van Ho, Holzheimer Gail.

To Council.

President Holzheimer Gail – That concludes our business.

Councilwoman Minarik moved to adjourn. Councilman Van Ho seconded. Yeas: Unanimous.

Meeting adjourned.