

Minutes of the Special City Council
Sheffield Lake, Ohio
September 16, 2008

This special meeting of the City Council was held Tuesday, September 16, 2008. Council President Edward Podmanik called the meeting to order at 7:30 PM.

THE INVOCATION WAS GIVEN BY: Council Chaplain, Kay Fantauzzi, who, then led in the Pledge of Allegiance.

*******ROLL CALL OF MEMBERS*******

Present: Podmanik, Rosso, Huska, Bring, Kovach, Elliott, Smith, Diebold, Mayor Piskura, Treasurer E Hoenig, Finance Director Smith, Law Director Graves
Attending: Fire Chief Conrad, Concerned Citizens, Members of the Media; Avon Lake Press, The Chronicle, The Morning Journal

President Edward R Podmanik opened the floor with this special meeting has been called by Mayor Piskura for the discussion and acquisition of Shoreway Shopping Center. *Motion by Kovach to include a citizens commentary and ordinance and resolutions. ROLL CALL TO AMEND: Yeas All – Smith, Huska, Bring, Rosso, Kovach, Elliott, Diebold.

Mayor Piskura stated Thank You all for coming, I appreciate the attendance and the enthusiasm and I am sure you all have questions and I appreciate the fact that you all came and took time out of your day to come and ask them. We have been working long hours on this for a while now, I don't want to insult anybody but I am going to try to keep it as brief as possible, I will give the history and background of exactly what we are doing as briefly as I can because I know that you are going to have questions that you want answered a little bit more in depth. So I will go over that in detail, that history and where we are at and then I am going to ask David, our Law Director to talk a little bit about where we are legally and then I can sit here all night and answer your questions. We did a lot of community organizing with the rallies, the protest, the phone calls and a lot of you are here tonight – Debbie was a big help and I believe because of that pressure that we were able to exert and continue to exert non-stop. That was one of the reasons that the Ratner interest donated their 20% to the city. One of the things on the agenda for tonight are 4 ordinances and resolutions is asking Council to accept the donation. It is worth about \$700,000.00. Jim Ratner and his family were embarrassed by the property, they were embarrassed by the fact that they kept on

getting exposure on the television and in news stories. They had committed to helping the city anyway they could and when we first began all this, you know I said Jimmy that is nice but if that is really the case you are going to have to consider us a friendly adversary here because we are going to continue until something happens. He finally donated it and then that changed everything because with a 20% interest, now we have to be dealt with – we are now owners, we have access to all the trust documents, we have access to all the meetings, we have our own interest. So we are able to force the issue in the future, partially because of that component with us being owners and the fact that Mike Levin and James Levin had stepped forward to help try to negotiate this because they wanted it out of their names. I got to be honest with you - Arnold as well, I had about 3 meetings with Arnold begging him to help me talk to his family about this and he did but because primarily because of James and Michael, Mark and the siblings; Amy and John agreed to sale. Then we haggled for a long time over the price and the terms and what Mr. Ratner had said and what Mr. Ratner didn't say. Anyway at the end of the day our out of pocket expense to buy out the 80% interest that we don't own will be 2.8 million dollars. I don't know how many of you got the email that I sent out but the way we intend to pay for it is very similar to what we did with the boat launch with capital improvements account. We want to keep it away from the general fund, we don't want to take any general fund dollars to finance this. As of tonight if Council so chooses to accept the donation from Mr. Ratner, like I said before we will have access to all the trust documents but being 20% owner we will also have access to all of the leases and the rent rolls. So we will know what kind of revenue the center is bringing in. Once we know what kind of revenue the center is bringing in, once we know what kind of revenue the center is bringing in then we can go to bond counsel and sit down with bond counsel and figure out how much we need to put out of the capital improvements account if any under debt service because in talking with some of the tenants already I am of the suspicion although we will later that we are not even going to need to underwrite this with the capital improvements account. If we do need to underwrite it, we probably won't need to make any payments out of there, it will just be underwritten because it should be at least for the time that we hold onto it self-sufficient – meaning that it will pay for its own debt service. Now you know there is a lot of due diligence to do here, we got to look at all those leases, we have to look at all the liabilities with those leases, we have to do all of those our environmental studies on the building to find out what kind of construction it was, what kind of hazards are in there, if there is asbestos, if there is any kind of environmental issue prior to ripping down the portion of the center that we want to rip down. Of course David has got a legal nightmare that he will try to explain I guess in a little bit. Lots and lots of things that we are doing but when we are all done, the intention is to as I said in the email rip down pretty much the entire end of the center and consolidate as many of the tenants as we can into the north end of the center including the post office if we

can get them to move and demo as much as possible - the Post Office, Minotti's, the entire south end. We will work on that, who knows what is going to happen between now and December on getting tenants relocated and that kind of thing but that is my intention. That to me is just an abatement of the immediate nuisance, those buildings need to come down. That is not an attempt on my part to begin redevelopment, a redevelopment is going to be a whole another animal.

Concurrently while we are doing this or shortly after, I see a lot of familiar faces from when we did the town meetings when I first took office when there was a promise of redevelopment from the owner that he never followed through with. We are going to do similar rounds of those consensus meetings to find out if the direction of the community that they gave us then is the same or different and if it has changed then what would you like to see, what kind of stores do you want in there, what kind of uses do you want in there and then we are really not in the business of owning shopping center and without getting into a theoretical conversation about government being involved in business – please understand that we are doing this to force the issue to get it redeveloped. However, when we are talking to developers about redeveloping this property. This is for discussion at a much later day, there are about 3 or 4 different ways that we can go. We can just abate the nuisance and then sell it outright/we can keep it and retain a management company/or enter into a business partnership with a private developer. Whatever we do we will be working hard to make sure that there are guarantees built into whatever deal we come up with and however it is structured to transferring it to a private developer to make sure that the city's interest are protected and that never happens again. My personal direction I think I have been thinking about this a lot and I think that when we had the investor from California here, of course the Levin's did not want to sale it but he wanted to go into a partnership whereby the value of the center that he owned while right now for us is 3.5 million dollars because Jimmy gifted us \$700,000.00 and we are paying 2.8 so we now have a piece of real estate that is worth 3.5 million dollars. If we were to broker a deal with a developer, retain our 3.5 million dollar interest, let them develop the property and build some controls into it to make sure that should it ever deteriorate we have an ownership interest and we have some actions that we can take other then legal actions for economic redevelopment or all the nightmare and the headache of eminent domain. So we build in those controls, retain the ownership interest and then get whatever revenues that that 3.5 million dollar investment yields off of the redevelopment, I make sure it will a percentage but take that revenue and then put it into a community investment corporation which will do nothing but maintain and make infrastructure improvements to that area as well as subsidize salaries to like police and fire because if we have a bigger center there and there is higher tax on or more of a demand for city services we need to be able to pay for that somehow. So that initial investment if we keep it and partner might be able to pay for it. So that is as brief as I can put it, that is kind of where we are

at, where I intend to go or at least what my vote is, probably David could talk a little now about where we are at legally. When we were talking with Giant Eagle about the possibility of them staying, they kept on telling me that their business model was about an 80 to 90 square foot store with amenities; a drive-thru pharmacy on most of them, there is a bank on some of them, lots of them have Get-Go's out front. They have turned it into a completely different business model than what they have here. Now they do have a couple of different divisions of their company. I know somebody said they have a Dave's, they have some other wholesalers and some other divisions that they run grocery stores under – it is just not the Giant Eagle name but it is the same company. Apples I don't believe is a Giant Eagle Company, that is a local company but when they had talked about closing – like I said they talked about the fact that we don't meet their business model and that is why they are leaving and in discussions that I had with the ownership they wouldn't come out and tell me point blank that they are leaving because of the current owner and the condition of the center and the lack of reinvestment and how difficult they are. They did say that this center's ownership is the most difficult landlord that they have ever dealt with anywhere in the country. So knowing that I kept on pushing, I finally got through to the President of the Company and with the President of the Company and the Vice-President of the Real Estate Division had a conference call where they said that they would talk to us if we acquired the center and had a plan. I called them on Friday to make sure that they would hold to that word and they said that they would talk to us. I don't know how optimistic I can be honestly but circumstances have changed now and we are going to go and have those discussions with them to see if we can get them to stay for at least a while to give us a chance and although we don't have our community consensus plan together, we did just do an urban-renewal plan that had a lot of that public component to it and it is a very in-depth plan. Actually that was our next step was to use that urban-renewal plan as a tool to go after an imminent domain action but now we don't have to. So we can go to Giant Eagle and say we have our plan, we acquired the property, please sit down and talk to us. Now, worse case scenario is that they go. If they go, we have got 2 grocery stores interested and my goal is to make sure that it as seamless as possible if we have to bring somebody else in. What I don't want to happen is I don't want the grocery store that we have to leave and then have there be a 6-month vacant store and then for somebody else to come in. So we will try to make it as seamless as possible. The only other thing about Giant Eagle is that they did have some concern about the union. The employees were all given their notice, they were told where they were going to be relocated at other stores and the management had some concern about how the union would be affected and if there would be any union problems if they were to change their mind and decide to stay. I had a conversation with some of the union representatives and the state 880 leadership and they indicated that they work with this company all the time and they know all these people – there is not going to be

a problem and that they will bend over backwards to do anything that they can do to help us keep this store because in the end it still means a larger union membership for the union even if there might be some logistical problem. So that is where we are at in a nut shell with Giant Eagle. Law Director Graves advised I think the Mayor did a great job summing up where we are and the big picture but I also think it is important for everyone to understand that this is really just getting started. There are many, many hurdles still to overcome, there is a lot of legalities to sort through in terms of this transaction. There is a lot of trust interest, there is a lot of tax issues. We have to do our due diligence and review all of the financials here to make sure that this purchase makes for the community and that is exactly what we intend to do. What we have before Council tonight is really 2-fold, it is a resolution approving and ratifying the letter of intent that the city has entered with the Shoreway Shopping Center. The letter of intent is really just a first stage, we have spent a great deal of time negotiating most of the material terms and contingency's of the commercial purchase agreement but this is not a commercial purchase agreement. What the letter of intent spells out is we will try to execute that on or before October 1st with a closing date of November 15th and that would be for the purchase of the 80% interest for 2.8 million dollars and then all the other terms and contingencies in there. This is an important first step so that we can begin the process of reviewing everything. The other facet of this before Council tonight is approving and accepting the donation from the 4 Ratner interests of 20% of the Trust. James Ratner was a co-trustee, he represented him plus 3 other Ratner members of the family each having 5%, so a total of 20% of the entire Shoreway Shopping Center Trust. They have all executed assignments of their trusts interests to the City of Sheffield Lake. As the Mayor said that is a gift worth approximately \$700,000.00. Once we accept that, we will be 20% beneficiaries of the trust and all property owned by the trust, not just the shopping center but all the real estate located south of the shopping center between Giant Eagle and Ferndale. The woods – a great deal of that is owned by the Shoreway Shopping Center Trust, so we would own all of that. What the terms of the deal stipulate, one of the contingencies is that simultaneously with us buying the 80% of just the shopping center, not anything else in the trust – not that property behind Giant Eagle. We would buy that, they would transfer our 20% beneficiary interest to us outright and we would transfer back to them our 20% interest in the property located south of Giant Eagle. It is a little convoluted but the end result is the city would own 100% of the shopping center and the Shoreway Shopping Trust in the Levin interest would still own 100% of the area south of Giant Eagle between Giant Eagle and Ferndale, between Lake Breeze and Sheffield/Community. All of these things still need to be worked out, as the Mayor pointed out once we have this 20% beneficiary interest and trust – we have a lot of rights. That is why I firmly believe that this deal is going to go through, as a beneficiary we can challenge the trustee for breach of his fiduciary duty. We can demand all of the records, we can demand

meetings, we have a lot of rights and that is not something that the Levin family wants to deal with us on. So even though this is just a letter of intent, we have worked out most of the terms and we are going to stand and fight. Incidentally, the City of Sheffield Lake will now be the circular majority owner of the shopping center. Even though the Levin family technically controls 80%, no single individual owns more than 20% with is what the City of Sheffield Lake will have. Mr. Bring asked that property behind the Giant Eagle, the city will still have control over that because that I think is residential property. So if they do go to do something with that we still have control of what goes in there. Law Director Graves answered right, even though we would not be an owner, we would still be the governing body for zoning and so forth.

Mark Erdei, 4015 Tennyson Avenue stated I heard all of your ideas and everything and this might be a question that you might not be able to answer but would it be good to lease the land to developers and then that way we have a little bit of input on it and we still have ownership. I didn't hear that in the ideas and I was just curious if that would for the city, leasing the land and your pretty well maintenance free – you collect whatever revenues you want and handle it like that, like a business? Mayor Piskura answered Mark that is an option, that is a good option actually. All we want to do, what we are trying to do is make sure that however we structure it we got safe-guards in there to protect us from that never happening again.

Lowell Bower, 4141 Lake Breeze asked has there been an appraisal done on the property during this contingency or the time? Mayor Piskura answered the most recent appraisal that we have on the center appraised it at 4.48 million dollars. Mr. Bower continued the next question, I hear demolish of the south part of it, has any study been done on the structure of the building. I know it doesn't look good from the outside but there still may be an ability to rehabilitate it from the inside. Law Director Graves answered last Thursday which is important for everybody to understand, what made this deal possible was a number of factors and a number of different pressures coming at the ownership from a lot of different angles and one of those the city taking a very, very serious stance on the code violations in there. So last Thursday we did a walk-through with the ownership, with the management company, with the attorneys and myself and with the city Building Inspector and the Fire Inspector. The interior of a lot of those vacant units is deplorable, as bad as it looks from the outside – it is 10 times worse on the inside. They have had water infiltration, they have had vandalism, it is bad. Literally hundreds of violations were found. So I believe it is implausible to talk trying to renovate many of those. Mr. Bower stated I was in the Post Office about a week, no it is more like 2 weeks and the Post Master and one of the tenants was talking that there was an approval to pave part of the lot – was that the case and if so will that go through or will that be put on hold because of the sale? Law Director Graves answered I am not aware of any agreement to pave the parking lot. Mayor Piskura concurred I am unaware

of any plans they had. Mr. Bower stated it was my understanding that it was going to front part of parking lot, it wasn't going to be the whole thing. Law Director Graves asked are you talking about in front of Giant Eagle? Mr. Bowers answered yes, in front of Giant Eagle but next to the road. Law Director Graves advised one of the terms of the city's lease for the overflow parking for the boat launch was that the city and the ownership would both contribute to paving some of the remaining grassy areas to create more parking for Giant Eagle. That is no longer the case since Giant Eagle is leaving, that was a term that Giant Eagle was insisting on. Mayor Piskura advised there is just one other thing to add with regard to the rehabilitation of the structures. I have met with several developers now and everyone of them has different ideas but all of them agree that the building is antiquated and even if it were able to be rehabbed it probably would be knocked down and redeveloped in the best interest of their own particular business models. **Mark Erdei** asked on the appraisals, can you get one or two appraisals or did you have their people give the appraisal or was it our county that gave the appraisal? Mayor Piskura answered they were our appraisals, we had the appraisals done by Masters and Associates in preparation to go to imminent domain or preparation to go to litigation with an imminent domain case and I can't remember exactly when they were done but they were done in 2005 I think the end of 2005 is when we had them done. We got it for theoretically a million dollars below its appraised value. Although you have to understand that the center has gone down hill considerably from the time that we appraised it and now. Not to mention the fact that in a commercial appraisal they give credence to what the revenues are, its potential to create revenue and with Giant Eagle gone and some of the other store fronts that were gone, I am sure that it would appraise for less but I don't know how much less. Mr. Erdei asked did you guys do a walk-through on that old Rax restaurant or is that able to get somebody in there right away and get some business going? Is that good enough to go, like 2 or 3 meetings ago we had a lot of people that were interested in getting that thing going, is it safe? Law Director Graves answered the Rax building had very minor issues, I think that it is structurally pretty sound and from what the Building Inspector there weren't any major issues with the Rax building. Mr. Erdei stated then that would be ready to go say people that were interested it once this is all done, we can get that thing going? Mayor Piskura answered yes that could be rehabbed and marketed.

Bill Gulling, 923 West Drive stated I am curious Mr. Mayor about the Giant Eagle thing again? It was in the paper I think yesterday morning in one of the editorials that Giant Eagle might talk to us, how much affect would that have, could Levin back out if Giant Eagle says yes we will stay? Mayor Piskura answered that is one of the concerns that David has and I will let him answer that. Law Director Graves answered well like I said there is still a lot of things that have to happen. You know deals like this you know necessarily on both sides you want some time to review all of the details before anybody gets locked in and that is exactly both sides are

going to do here. As all of you know, Giant Eagle has expressed their intent to leave November 1st. The closing date if everything goes smoothly of this deal is November 15, so this deal would technically close after Giant Eagle has already left. Mayor Piskura added the purchase agreement is supposed to be done and signed by October 1st. Law Director Graves continued so they have agreed to talk with us and we are optimistic/hoping to get them to commit to some form of staying for some duration. If in fact they leave, as the Mayor said I think there is a number of tenants willing to come in there. If the ownership decides to back out of this deal for whatever reason, we will still have a 20% ownership interest in the trust which I don't think the ownership wants to deal with us on. That is one of the reasons why I really think this is going to happen. Mayor Piskura advised probably the big thing is for me not to make public any deal we have with Giant Eagle before October 1st.

Kathy Thomason, 863 Community asked is that building owned by Giant Eagle? Mayor Piskura answered no. Mrs. Thomason advised so many rumors have flown around, you know that Giant Eagle owned that building. Now are you talking demolishing the whole strip, how far are you going? Mayor Piskura answered no, I think it is the Family Dollar or Dollar General, whichever one is the southern one – everything from that fire wall south. Mrs. Thomason stated if these people are rehoused somewhere else? Mayor Piskura answered there is plenty of vacant space to the north. There is the old bank, the old hardware store, Muldoon's, the shoe store – there is like 3 or 4 vacant spaces in there to move these people into. Mrs. Thomason stated but with the few places we have up there, when this deal goes through our first payment – we don't have a whole lot of income coming in right now because of all the empty stores. What kind of a payment are we talking about the city is going to have to pay? Mayor Piskura answered in the neighborhood of \$100,000.00. We will have a better handle on the finances after/if Council passes this tonight, we will get all of the rent rolls. Like I said before, with the limited conversations that I have had with some of the tenants. I am confident that the rent roll will at least pay for the debt service but we won't know for sure until we get those documents. Mrs. Thomason stated the other thing, that section of Community Road on the west side is the only area in Sheffield Lake that is zoned R3, so that might be something you guys which is the one house that is on that side of the street and the woods behind but I don't know how far it goes into the woods behind Community. Really when you go to the zoning book, it is a very vague how they describe an R3 and what I was told when I was on Council is that apartments could go in there – like small businesses, nothing of industry. It might be something that Zoning might want to change when they do acquire this property for that reason. Law Director Graves answered I believe that is one of the recommendations that Planning Commission is looking at right now. Mr. Bring advised they have actually been working on that for a number of years and it is coming up now.

Mark Erdei stated just say Giant Eagle wanted to say hey, we want to build a Get-Go station to the west of our building. Now would the public have say on that or a vote or would that go with the Council? Mayor Piskura answered personally I don't intend to do anything without public input and I know that Council has in the past supported that. All I am going to try to do is get them to stay, if there is going to be any improvement or any build-out I would like there to be some community consensus first.

Ken Tatter, Lake Road asked the appraisal that you mentioned for 4.8 million, did that include the land south of the vacant residential land, south of Giant Eagle? Mayor Piskura answered it was 4.48 million and I don't believe it did. Mr. Tatter continued can I then ask since the city is going to be ownership of 20% of that land, no value has been assessed to it for this transaction. Are we really paying 2.8 million for the shopping center or 2.8 million plus that land and what is then the value of our 20% interest in that land, so what is the true purchase price is what I am asking? Mayor Piskura answered 3-1/2 million and then we got the \$700,000.00 gift. 3-1/2 million is the entire trust, 3-1/2 million is the worth of the entire trust. Mr. Tatter asked how much of that is allocated to the shopping center and how much is allocated to the vacant land? Mayor Piskura answered that I don't know. Mr. Tatter stated well we are paying 2.8 million plus a 20% interest in vacant land. Mayor Piskura answered Jim Ratner had agreed with the rest of the family that when he signed the purchase agreement that we put in front of him for 2 million dollars, he limited the ability of the rest of the trust to profit anymore then 2 million dollars. He and his family had a 20% interest, so the trustees then went to Ratner and said well gee if you were willing to sign for 2 million dollars possibly injure the rest of us – are you willing to take your 20% of 2 million dollars in case we get a higher asking price and he agreed. Part of the negotiations would be that the city would honor that agreement so that is why there is a discrepancy with the numbers and the value of that property in the back. Do you follow? Mr. Tatter answered not really. (there was laughter) Mr. Tatter continued the only other concern that I have is that if this letter of intent indicates entering into a contract by October 1st and I heard you say that you have to show an awful lot of due diligence because of potential costs for increase in demolishes and so on, is there enough time between September 16th and October 1st to show that due diligence? Mayor Piskura answered I can let David answer that but my intention is to have part of that built right into the purchase agreement, that it is contingent upon that due diligence. We are just getting started now with the offer and acceptance. Law Director Graves answered yes, right there can be some of that in the purchase agreement and also I think we are going to have access to these documents starting tomorrow. By the end of the week I expect us to be pouring over lots of things so we are going to work hard, I think we have time.

Jane Beck, 355 Gayle stated you talk about the Post Office, what Speedy and the Bowling Alley – where does that come in at? Mayor Piskura answered the

Speedway is not owned by the center, so that doesn't enter into any of these plans whatsoever. The Bowling Alley however, we are purchasing. The purchase consist of the Bowling Alley, the Post Office, the old driveway, the grocery store and the big strip. We have every intention of leaving the Bowling Alley standing for now and continuing to operate it but we want to get it cleaned up as soon as possible.

Sue Scott, 917 Stark stated I thought this was all a good thing and it seems like everybody in here is like doom and gloom. Is this a good thing, I mean everybody is like sad? Law Director Graves answered I think it is an outstanding thing. It is really outstanding and I think that it was such a combination of efforts and it is nothing short of a miracle that we are able to pull this together to this point. But I think right now everybody is cautiously optimistic, there is still a lot of details but yes it is outstanding that we have gotten to this point.

Mark Erdei asked are we going to have a little gathering for victory once this is all done right here at city hall with maybe free coffee and donuts. Mayor Piskura advised we have already started planning it.

Ann Marie Woltman asked how are you going to advertise those meetings to everybody? Mayor Piskura answered the same way we did last time, we asked the school if we could have a couple different meetings in the gyms of the Elementary school's and we have a Community Center and we advertise them in the newspaper and with yard signs and at Council and on the cable TV. Ms. Woltman stated somebody came up with a suggestion, in order to notify everybody that perhaps there could be a note onto the water bill, if that was possible? Mayor Piskura answered that is very possible, we can do that but we are actually looking at and this is off the subject but related, we are looking converting to a paper statement instead of a post card statement. There are some companies out there that can do it at the same costs and if we were to do that then we would be mailing letters in letter size envelopes that we could actually put a lot of information on instead of just the little area on the post card.

Selma Conrad, 216 Mariners Way stated first of all I want to say we owe the Mayor, the Law Director and Council and all of the participants – Debbie here who started it all with her petitions outside of Giant Eagle and all the moons came together at the right time to have this happen for us. I think we owe you all a great, great debt of gratitude for jumping on it, seeing it through, keeping it going and having it come to this where we are now. (There was applause) Ms. Conrad continued the first meeting that we had here about the Giant Eagle and I said we have a live, wild group of people that were attending and said come on let's get behind this and let's get it going and that is exactly what you did. So I think that the Mayor can't go anywhere until he finishes this job. (There was applause) Ms. Conrad said he has got to stay here, he has to finish the job and I am sure that he is willing to do that because his own heart and interest is with us. Mayor Piskura answered I have every intention of doing so and thank you for your comments, I appreciate it.

Robert Nicola, 218 Mariners Way stated I just wanted to say, this group – I am glad to see as many here. When something comes up, John and them need some help. We got that neighborhood watch thing started and we need people to get into that too. I want to thank John for everything that he has done and let's do more. Mayor Piskura stated just to add on what Mr. Nicola's said, you know we have been getting a lot of good comments but in reality everybody has got to please remember that this couldn't have happened if everybody that helped wasn't helping. You know so many people helped and there was such an effort that I think that this is a great illustration of what we can get accomplished if we all work together and help out a little bit. So I agree with Bob 100%, you know if the next big thing comes down the pike and we can illicit the same kind of response then I am sure that we are going to be successful in anything that we want to do.

Sue Scott advised of being at the rally at the shopping center, there was 2 little boys that went past me and they were on bikes and they said protesting really stinks – it never gets anything done. (Inaudible comments) We did a good thing and I wish those 2 boys were here - juveniles get their comments taken back.

*Motion by Rosso to amend the agenda to include Council numbers 063, 064, 065, 066 and 067. ROLL CALL TO AMEND THE AGENDA: Yeas All – Rosso, Kovach, Bring, Elliott, Diebold, Huska.

- 1.) Council#063 – EMERGENCY – a resolution of the Sheffield Lake City Council approving and ratifying the letter of intent between the City of Sheffield Lake and the Shoreway Shopping Center Trust for the purchase of the Shoreway Shopping Center, and the declaring of an emergency.

*Motion by Huska for SUSPENSION OF RULES:

ROLL CALL FOR SUSPENSION OF RULES: Yeas All – Diebold, Kovach, Bring, Smith, Huska, Rosso, Elliott.

*Motion by Huska for ADOPTION:

ROLL CALL FOR ADOPTION: Yeas All – Smith, Huska, Rosso, Kovach, Bring, Elliott, Diebold.

Resolution Passes#58-08

- 2.) Council#064 – EMERGENCY – an ordinance accepting the assignment of a five percent (5%) partnership, beneficial an real property interest in the Shoreway Shopping Center Trust from James Ratner, and the declaring of an emergency.

*Motion by Huska for SUSPENSION OF RULES:

ROLL CALL FOR SUSPENSION OF RULES: Yeas All – Huska, Rosso, Elliott, Diebold, Kovach, Bring, Smith.

*Motion by Huska for ADOPTION:

ROLL CALL FOR ADOPTION: Yeas All – Kovach, Smith, Huska, Elliott, Rosso, Diebold, Bring.

Ordinance Passes#59-08

- 3.) Council#065 – EMERGENCY – an ordinance accepting the assignment of a five percent (5%) partnership, beneficial and real property interest in the Shoreway Shopping Center Trust from Mark Ratner, and the declaring of an emergency.

*Motion by Huska for SUSPENSION OF RULES:

ROLL CALL FOR SUSPENSION OF RULES: Yeas All – Elliott, Bring, Diebold, Huska, Kovach, Rosso, Smith.

*Motion by Huska for ADOPTION:

ROLL CALL FOR ADOPTION: Yeas All – Diebold, Bring, Rosso, Kovach, Smith, Huska, Elliott.

Ordinance Passes#60-08

- 4.) Council#066 – EMERGENCY – an ordinance accepting the assignment of a five percent (5%) partnership, beneficial and real property interest in the Shoreway Shopping Center Trust from Ronald Ratner, and the declaring of an emergency.

*Motion by Huska for SUSPENSION OF RULES:

ROLL CALL FOR SUSPENSION OF RULES: Yeas All – Smith, Diebold, Kovach, Bring, Huska, Elliott, Rosso.

*Motion by Huska for ADOPTION:

ROLL CALL FOR ADOPTION: Yeas All – Rosso, Kovach, Bring, Elliott, Diebold, Smith, Huska.

Ordinance Passes#61-08

- 5.) Council#067 – EMERGENCY – an ordinance accepting the assignment of a five percent (5%) partnership, beneficial and real property interest in the Shoreway Shopping Center Trust from Charles Ratner, and the declaring of an emergency.

*Motion by Huska for SUSPENSION OF RULES:

ROLL CALL FOR SUSPENSION OF RULES: Yeas All – Elliott, Kovach, Bring, Diebold, Huska, Smith, Rosso.

*Motion by Huska for ADOPTION:

ROLL CALL FOR ADOPTION: Yeas All – Smith, Huska, Rosso, Kovach, Bring, Elliott, Diebold.

Ordinance Passes#62-08

PRESIDENT OF COUNCIL: President Podmanik stated I would like to thank everyone for coming tonight and attending the meeting. If you have any further questions, you will be able to contact the Mayor at City Hall or any member of Council. I really like to see a full house, it lets me know that someone is paying attention in what we are doing. We have the ball rolling on a big project here and I think you have no better person in charge then Mayor Piskura, so support him as

much as possible. (There was applause) He stated it is your city and let's make it work for you. Mr. Erdei stated as long as we have a full house here, if you can let them know when the next city council meeting is so at least they know and there is no excuse. President Podmanik answered there is agendas in the hallway, it is next Tuesday at 7 pm right here. It is the second and fourth Tuesday of every month there is a council meeting, committee meetings are scheduled and like I said there are agendas in the hallway. A resident asked are those committee meetings public? President Podmanik answered every Council or Committee meeting is public and for the most part, most every Chairman will allow you to be heard providing that as we have done tonight – kept it courteous and kept it civil, I am quite pleased. I am very proud to see our community pulling together. Mr. Kovach advised we would also appreciate an audience at our committee meetings. A resident advised of a bill that was spoken about on Oprah regarding sexual offenders. Mrs. Belaska advised an 800 phone line for the Giant Eagle if everybody wants to call them one more time, you can get that from the shopping center at the Giant Eagle to call and try and save our Giant Eagle.

MEETING ADJOURNED: With no further business before this council, Motion by Kovach to adjourn at 8:33 PM. Yeas All.

CLERK OF COUNCIL AFFIRMATION: This Meeting Of The City Council Of The City Of Sheffield Lake, Ohio Was Held And Conducted Under All Rules And Regulations Governing The Sunshine Laws Of The State Of Ohio As They May Apply. All meetings are recorded and available in council offices.

CLERK OF COUNCIL

Kay Fantauzzi

PRESIDENT OF COUNCIL

Edward R Podmanik

and/or

I, Kay Fantauzzi, duly appointed Clerk of Council of Sheffield Lake DO HEREBY CERTIFY that this is a true and exact copy of the Minutes of Special Council of September 16, 2008.

COUNCIL PRO TEM

Richard Rosso

MAYOR

John J Piskura