

The Council of the City of Centerville, County of Montgomery, State of Ohio, met on Monday, May 15, 2017, at 7:30 P.M. in the Council Chambers of the Centerville Municipal Building. The meeting was opened with an Invocation given by Pastor Kirk Lithander of the Fairhaven Church, and the Pledge of Allegiance to the Flag with Mayor Brooks Compton presiding. Councilmembers and City Staff were present as follows:

Councilmembers      Belinda Kenley  
                                 John Beals  
                                 Mark Engert  
                                 John Palcher  
                                 Bill Serr

Clerk of Council Carin Andrews  
City Manager Gregory Horn  
Finance Director Jonathan Hudson  
City Planner Andrew Rodney  
Public Works Director Doug Spitler  
City Engineer Jim Brinegar  
Assistant to the City Manager Kristen Gopman  
Human Resources Manager Jennifer Wilder  
Community Resources Coordinator Maureen Russell Hodgson  
Municipal Attorney Scott Liberman

Mayor Compton requested a motion to excuse the absence of Councilmember JoAnne Rau. Mr. Palcher made a motion which was seconded by Mr. Beals and was passed 6-0.

The minutes of the following meetings had been distributed prior to this meeting:

Council Meetings:              April 17, 2017.

Work Session Meetings:      April 17, 2017.  
   April 24, 2017.  
   May 8, 2017.

Mrs. Kenley made a motion for approval of the minutes, as distributed. Mr. Palcher seconded the motion, and it passed with 6 ayes. Mr. Beals abstained from the minutes of April 17, 2017.

In Communications, Mrs. Andrews reported a request by Marilou Enslein for a Leave of Absence from the City Beautiful Commission. Mrs. Andrews also received an email from Judy Budi requesting Council table the Graceworks' appeal of the decision of the Planning Commission that appeared on the night's agenda.

Mayor Compton welcomed Girl Scout Lauren Rousch and presented a Certificate of Recognition to honor her for completing the requirements for the Girl Scout Gold Award with a project entitled, "A Bullying Prevention Awareness Campaign."

Mayor Compton recognized Danielle Meyer, a Centerville High School student who was one of five Ohio teens selected as a winner of the "It Can Wait/Safer Ohio Video Challenge" sponsored by the Ohio Department of Public Safety and AT&T Ohio. Her public service announcement encourages Ohioans to pledge not to drive while distracted.

The Mayor presented Certificates of Recognition to the winners of the Driscoll Elementary School Modern Woodmen School Speech Contest. Hannah Ligon, the first place winner, gave her winning speech, "*What It Means To Be A Hero.*" Molly Fleming, the second place winner, and Paige Myers, the third place winner, also received certificates. Accompanying the students was Heather Price, the speech contest coordinator and Gifted Intervention Specialist at Driscoll.

Mayor Compton presented a Certificate of Appreciation to Joseph A. Kronenberger, Assistant Vice President, Banking Center Manager of WesBanco Bank Inc. of Centerville. WesBanco generously donated sixteen framed drawings by Roberta Smith. These quality prints of local landmarks will be displayed throughout the community in public places, including Benham's Grove, The Golf Club at Yankee Trace and the Municipal Building.

Mr. Duke Lunsford, Executive Director of the Americana Festival, accepted the City's \$10,000 check in support of the annual 4<sup>th</sup> of July event. He announced that the Grand Marshall for this year's parade will be Mr. Ron Weir and that the theme for this year is "The Best Is Yet to Come."

Under the Mayors report, Mayor Compton mentioned "Kids To Parks Day," the Mayor's Business Breakfast, Relay for Life, and the Volunteer Salute. This year's Volunteer Salute was held on Thursday, May 11<sup>th</sup> at Yankee Trace and honored the many volunteers who donate their time and talent to the City. In the past year, volunteers gave the City over 15,000 hours of service at a value calculated at \$330,000. The recipient of the Mayor's Community Service Award was Mr. Jim Durham who has served for 28 years on the Planning Commission. The Mayor also reported on Food Truck Fridays organized by the Heart of Centerville. These will be held the second Friday of June, July and August.

Councilmember reports by Mrs. Kenley, Mr. Beals and Mr. Palcher followed. Mrs. Kenley congratulated Mr. Jim McCutcheon of McCutcheon Music in Centerville for receiving the Governor's Award for the Arts. Mr. Beals reported on the MVRPC and the Sister City Committee. At the MVRPC meeting on April 19, Mayor Dick Church of Miamisburg received the "Regional Steward Award." Also, MVRPC has created an extensive bicycle trail map of Montgomery, Greene and Miami County that is available through the MVRPC website. Mr. Beals shared the Sister City Committee was finalizing details for the July Sister City trip to Bad Zwischenahn, Germany. Mr. Palcher complimented the Yankee Trace staff for the outstanding Mother's Day Brunch.

In the City Manager's report, Mr. Horn brought up a number of items. He noted the excellent Mother's Day Brunch at Yankee Trace was a sold-out event with over 600 guests served. In news from the Police Department, Detective Dan Osterfeld retired on April 28 after a 36-year career, and Sergeant Steve Maynard will retire the first of June after 25 years of service. Mr. Horn thanked Maureen Russell-Hodgson for organizing a very successful

community garage sale, and he congratulated the Public Works staff for handling “Operation Clean Sweep” without overtime or injuries. He noted National Public Works week is May 21-27 and expressed his pride in the quality work done by the Public Works staff at all levels.

Mrs. Gopman outlined the community calendar for the months of March and April.

APPLICATION P-2017-0015: RECORD PLAN FOR THE ALLURE  
14.5568 ACRES, 6751 LOOP ROAD

City Planner Andrew Rodney gave the staff presentation on Application P-2017-0015 submitted by Mr. Jeffrey Van Atta of Van Atta Engineering requesting approval of a record plan for a 4.6 acre-lot to be divided from the 14.5-acre parcel and for resetting easements for the entire acreage to facilitate the redevelopment of the site. The record plan will establish new easements for utilities, emergency access, and stormwater and will dedicate the public open space required for parkland. Platting of two or three lots will be done in phases to maximize the benefits of the community reinvestment area tax abatement incentives. Mr. Rodney shared Planning Commission had recommended approval with a 7-0 vote, without conditions.

When Mayor Compton opened the floor for questions, Mr. Beals asked the reason only 4.6 acres were being recorded at this time and whether all the utility easements were shown on the drawings. Mr. Rodney explained that the fifteen year timeframe for tax abatement in the community reinvestment begins when the lot is recorded and established. The complex will be built in stages to allow the developer to get the full benefit of the 15-year abatement. Mr. Rodney anticipated two or three divisions of the property for this purpose, but all utility easements will be established with this record plan.

Mr. Jim Obert, representing Hills Properties, 4901 Hunt Road, Cincinnati, OH, stated the developers were hoping for a 24 to 30 month build-out for the project. He responded to a query from Mr. Beals about the vacation of the existing stormwater and utility easements by pointing out an Emergency Ordinance on the evening’s agenda for that purpose.

In response to a question from Mr. Engert, Mr. Horn gave an explanation of tax abatement for the community reinvestment area. He stated the City’s pre-1974 community reinvestment area was amended a number of years ago to focus on prime areas for redevelopment. Council made these property tax abatements available to both commercial and older single family residential properties as an incentive for reinvestment in Centerville.

Mr. Beals made a motion to approve Application P-2017-0015; Mr. Palcher seconded the motion. The motion passed 5-1, with Mr. Engert voting no.

Mr. Serr recused himself from the meeting at this time.

PUBLIC HEARING: CASE P-2017-0019  
APPEAL OF THE DECISION OF THE PLANNING COMMISSION BY JUDI BUDI OF  
BETHANY LUTHERAN FOR THE LINDEN HOUSE

As noted earlier, the Clerk of Council received a communication from the applicant requesting that this item be tabled to the next meeting.

Mayor Compton opened the public hearing and requested a motion to table. Mr. Engert made a motion to table consideration of the appeal to the Council meeting on June 19, 2017. Mrs. Kenley seconded the motion; it passed with a 5-0 vote.

When Mr. Liberman inquired about the application number, Mr. Rodney explained why the number appearing on the agenda was the correct number.

PUBLIC HEARING: CASE P-2016-0052  
FINAL DEVELOPMENT PLAN - CORNERSTONE PHASE IV

Mr. Rodney gave the staff presentation for application P-2016-0052, the Final Development Plan for Cornerstone Phase IV. He used a PowerPoint presentation to show the phases, proposed uses and requested zoning for the remaining 72 acres of the Cornerstone property. Included were office areas, a hotel, multi-family housing, assisted living, and a park. Phase V is for owner-occupied housing at Brown Road. The City Planner stated he had no objections to the general layout of buildings and parking lots; however ambiguity regarding the future user of Lot #2 in the northwest corner of the property at Brown Road created significant concern related to B-PD zoning in that area. The City would have little control of the type of businesses located on this prominent gateway into the City. Mr. Rodney also noted the higher density needed for the proposed multi-family residential area was not part of the amended Preliminary Development Plan.

The City Planner went over various elements of the FDP. For grading, he noted concerns with the elevations between Lots #4 and #7 and with the finished floor elevations within the multi-family area, which are about the same level as the roadway. He described mounding along Wilmington Pike & Brown Road, delineated private versus public roadways, and considered general lighting, setbacks, landscaping, signage, utilities, and architectural standards. He stated the park was required as part of Phase IV and integral to success of The Village Center. Staff recommended a condition preventing private development within Phase IV until such time as the park was under construction.

Mr. Rodney discussed staff concerns regarding stormwater management for Phase IV and the provision of stormwater outlets for future Phase V. He stated the timing of the construction of the new pond north of Costco would be critical.

Staff analysis stated the proposed Final Development Plan generally could meet the UDO standards for approval, adequately protected other property and uses, was consistent with nearby development, provided safe conditions for pedestrians and motorists and provided safe ingress/egress for emergency services. On February 28, 2017, the Centerville Planning Commission unanimously recommended its approval, subject to the following twenty-four conditions:

1. The Cornerstone North Phase 4 Final Development Plan shall conform to the approved Cornerstone North Preliminary Development Plan Amendment 1 and all conditions of

- approval contained therein as determined by the City Planner.
2. All lots shall be subject to Major Site Plan review in accordance with the Unified Development Ordinance. A review for UDO compliance will be conducted as each development proposal comes forward for Major Site Plan review.
  3. A Subdivider's Agreement, amendment to the Development Agreement, or other legal arrangement shall be executed that establishes financial commitment for the construction of all public infrastructure prior to recording of any plat document in association with this Final Development Plan.
  4. The final location of all building, parking, landscape areas, and related items shall generally conform to this Final Development Plan as depicted unless otherwise conditioned herein.
  5. ADA access shall be provided to the public right-of-way for each development site.
  6. The proposed 50 foot bufferyard along the east zoning boundary of Lot #4 shall be considered conceptual on this FDP pending variance approval allowing a reduced bufferyard width along this zoning boundary.
  7. The parking of vehicles on Lots #2, #3, and #4 shall be limited to areas behind the building setback line along both Wilmington Pike and Brown Road.
  8. The ownership entity and long-term plan for perpetual maintenance of the Park shall be approved by the City prior to the issuance of zoning and building permits for private development in Phase 4.
  9. The Park shall be under construction prior to the issuance of zoning compliance and building permits for private development in Phase 4.
  10. The 20 foot easement between Lots #4 and #7 shall be a platted extension of the Park parcel – rather than an easement – to ensure consistent and perpetual maintenance by the park ownership entity. The resulting setbacks along these boundaries lines shall be zero (0) feet for parking, paving, and buildings.
  11. The Park extension between Lots #4 and #7 shall be irrigated and lit to the satisfaction of the City Planner and City Engineer.
  12. All perimeter mounding along Wilmington Pike and Brown Road shall be at least three (3) feet above finished grade of adjacent parking lots.
  13. Bufferyards and landscape treatments shall be consistent and harmonious with Phases 1A, 2, and 3 as determined by the City Planner.
  14. All lighting of vehicular and pedestrian ways shall be consistent and harmonious with Phases 1A, 2, and 3 as determined by the City Planner.
  15. Final location and design of all street and utility infrastructure is subject to the review and approval of the City Engineer.
  16. Public/private construction access, construction timing of public improvements, and maintenance of traffic on public roads shall be at the discretion of the Public Works Department.
  17. The Applicant and City shall mutually develop and agree upon a comprehensive construction access and staging plan within Phase 4 for public and private construction activities prior to the issuance of any zoning or building permits related to Phase 4.
  18. Individual lot ground signs in this Final Development Plan shall be consistent with the design set forth for Phases 1A, 2, and 3 as determined by the City Planner.
  19. The proposed bridge crossing shall include a decorative safety wall no less than 42 inches in height above the adjacent sidewalk.
  20. The proposed bridge crossing shall include decorative piers at each corner of a design to

- be approved by the City Planner and City Engineer.
21. All areas proposed for turf grass within Phase 4 shall be laid with sod unless otherwise approved by the City Planner or City Engineer.
  22. Detailed comments from the Engineering Division shall be incorporated into the final development plan, record plan, and construction documents as appropriate subject to approval by the City Engineer.
  23. Detailed comments from Greene County Sanitary Engineering and other utility companies shall be incorporated into the final development plan, record plan, and construction documents as appropriate subject to approval by the City Engineer.
  24. If required, a stormwater drainage easement shall be included in Phase IV for connecting the Phase V retention pond to drainage areas to the south to the approval of the City Engineer.

Mr. Rodney reviewed the Planning Commission conditions to which the applicant presented objections in a memorandum dated April 21, 2017. Included were Condition #8 on ownership and maintenance for the park, Condition #9 on commencement of park construction prior to private development, Condition #10 on whether the 20' walkway easement should be a platted park extension, Condition #11 on the lighting and irrigation of the walkway, and Condition #21 on the requirement for sod versus seeding of areas most visible to the public.

In discussing Condition #8, Mr. Rodney stressed the Major Site Plan for the park was withdrawn and had not been resubmitted, so the Planning Commission review of the Major Site Plan had not occurred. The Master Property Owners' Association was the default owner of the park under the Development Agreement declarations, but the applicant had suggested that a public entity take on ownership of the park and, on occasion, had suggested the City of Centerville take it over. City staff does not feel City taxpayer dollars should support a park located on private property, which was promised to current businesses as a sales incentive, which is crucial to the success of the developer's plan and which is beneficial to the unique atmosphere of Cornerstone North. The developer knew the park was required since the beginning of the development; the creek is an integral part of the property, but has no other useful purpose. Knowing this, the developer still had not produced a satisfactory plan for the park nor identified its long-term ownership, except that the default in the Development Agreement gave ownership to the MPOA. City staff also questioned whether that entity had the ability to produce a sufficient budget for the long-term maintenance of the park amenities and infrastructure, including maintenance of the ponds. Oberer Developers estimated the budget at about half what City staff identified. Recently, a New Community Authority was suggested, but details on how it would function and be funded were nebulous and changing. As written, Conditions #8 and 9 do not preclude Major Site Plan review, platting actions, variance reviews, etc. for private development in Phase IV prior to park construction. Mr. Rodney requested that these conditions remain as written.

Mr. Rodney discussed Condition #10, concerning the 20' walkway between Lots #4 and #7. The question was whether this walkway should be platted as an easement on the adjoining lots or as an extension of the park. Staff initially suggested this walkway be encompassed within an easement to be maintained by the park ownership entity. After further consideration, Staff now believes the most appropriate action would be to plat it as an

extension of the park parcel to avoid confusion about responsibility for maintenance, to be able to incorporate consistent design, and to coordinate the timing of installation of amenities, irrigation and grass. To allow maximum use of the contiguous lots, staff suggested a setback requirement of zero feet.

Mr. Rodney explained Condition #11, which related to the irrigation and lighting of the 20' walkway of Condition #10. Planning Commission modified the wording to require irrigation and lighting "to the satisfaction of the City Planner and City Engineer." The original language required bollard lighting. Staff continues to recommend uniformity with the park lighting, amenities and irrigation systems for consistent ownership, use, and maintenance.

Because of problems with the quality of the initial seeding of grass at Cornerstone North, Staff included Condition #21, requiring sod rather than seeding in areas most visible to the public, including bufferyards and tree lawns. With proper preparation and adequate irrigation, sod would be a one-time installation. Staff was not opposed to seeding in large areas or those more remote to public visibility, such as the park. Staff proposed to work with the developer to create a sod/seed plan as the Engineering Department does with Construction Access and Staging Plans. Mr. Rodney felt inclusion of the condition would facilitate a cooperative relationship between the developer and City Staff.

When the Mayor opened the floor to Council for questions, Mr. Rodney responded to a question on the size of the bricks included in the approved materials. An extended discussion of sod versus seed followed. Council asked for clarification of which areas Mr. Rodney would recommend to be sodded. He stated the public areas along Brown Road and along the individual public streets within the development were of most concern, and he used the quality of the end-results at Krogers and Cheddars with sod compared to the end-results with seed at First Financial and Panda Express. He noted staff would work with the individual owners to determine whether seed or sod would work better as Major Site Plans came forward. Council pointed out that the time of year and proper preparation of the seed bed were significant factors. Mr. Palcher verified that not all areas of the park would be irrigated.

Mayor Compton questioned whether it was premature to plat the extension of the park parcel as suggested in Condition #10. He felt pedestrian traffic to the park might not be appropriate, if Lot #2 developed a certain way. He stated Council did not know what would be built in the northwest corner of Cornerstone at Brown Road. Mr. Rodney responded a number of walkways for pedestrians (without Major Site Plans) had already been established. He believed it was appropriate to plan for pedestrian access to provide enhanced walkways into the park and promote a walking environment within Cornerstone North.

Additional questions from Council followed. When Mrs. Kenley asked for an explanation of Condition #11, Mr. Rodney stated the Planning Commission modified the lighting condition for the walkway area to give flexibility, yet allow Staff to require consistency with the lighting for rest of the park. Mr. Beals and Mr. Rodney discussed options related to Condition #10, before Mr. Rodney reiterated the benefits of having the walkway under the ownership of the park.

When Mayor Compton opened the Public Hearing, Mr. Robert Hall of Oberer Land Developers, 3445 Newmark Drive, reviewed the history of the construction of Cornerstone North, emphasizing that the Oberer Companies and Oberer Realty Services had exceeded all expectations related to selling and leasing property within Cornerstone up to and including Phase IV. He stressed Cornerstone Developers wished to maintain the momentum; three of the four proposed lots within Phase IV were already under contract. He requested Conditions #8, 10, 11 and 21 be removed and Condition #9 be reworded.

Mr. Hall commented on Condition # 8. "The ownership entity and long-term plan for perpetual maintenance of the Park shall be approved by the City prior to the issuance of zoning and building permits for private development in Phase 4." He stated the developer was confused by the amount of attention paid to this issue. He agreed that it was the desire of the developer to find a public entity to take ownership of the park, but the manner of how the park will be funded if that does not occur had already been approved by the City in the Development Agreement. In an effort to make the City more comfortable with the park funding and to put into effect a regime with more public oversight, the developer had voluntarily submitted a request to the City to create a New Community Authority (NCA). The developer anticipated the NCA would generate approximately 50% of the operating cost of the park with the Master Property Owners' Association paying the balance. Mr. Hall said that Condition #8 was unnecessary and asked for its removal.

Mr. Hall explained the Developer's position on Condition #9. "The Park shall be under construction prior to the issuance of zoning compliance and building permits for private development of Phase IV." This condition would put the developer in a "chicken and egg" situation. Users will not waive contingencies without building permits, and the developer will not commence construction until contingencies are waived. He suggested wording the condition as follows:

***"Construction commencement of the Park improvements as illustrated on the Developer's Major Site Plan application shall occur no later than 60 days following the earlier of; a.) the closing of the multi-family purchase and sale agreement, or b.) the closing of the assisted living center purchase and sale agreement."***

He stated this verbiage would guarantee to the City that construction of the park would commence shortly after one of those closings.

Mr. Hall discussed the developer's point of view concerning Condition #10. "The 20 foot easement between Lots #4 and #7 shall be a platted extension of the park parcel – rather than an easement – to ensure consistent and perpetual maintenance by the park ownership entity. The resulting setbacks along these boundaries lines shall be zero (0) feet for parking, paving, and buildings." Mr. Hall noted the connection was not originally a part of the park plan. Staff recommended that a connection be included and the developer agreed to create the easement. Mr. Hall said the developer now proposes to avoid the easement and the relocation of proposed lot lines by moving the walkway to what is already park property. City staff had voiced concern about sight distance for a crosswalk at this park property location because of the curve. The developer believed a viable solution would be to leave the crosswalk where it is currently proposed, since it would be only a short walk from the park pathway. Mr. Hall requested Condition #10 be removed from the conditions.

For Condition #11, "The Park extension between Lots #4 and #7 shall be irrigated and lit to the satisfaction of the City Planner and City Engineer," Mr. Hall stated the developer did not believe it was within the City's purview to dictate improvements and amenities over-and-above the requirements of the Unified Development Code. The park connector will be designed and included on the park's Major Site Plan by the landscape architect, so it will maintain consistency. He requested condition #11 be removed from the City Council's approval.

For Condition #21, "All areas proposed for turf grass shall be laid with sod unless otherwise approved by City Planner and City Engineer," Mr. Hall stated the developer believed seeding was an acceptable application for lawn areas under the UDO. Placing additional zoning restrictions onto private development was over-reaching and dictatorial. He acknowledged there were a few problem areas where seed had not done well, but, because of the significantly higher cost of sod, the seed should be given a chance to grow through more than one season. He requested the removal of Condition #21.

Mayor Compton requested a short break at 9:30 P.M.

When the meeting reconvened at 9:40 P.M., Mr. Hall thanked Staff, the City Manager, the members of the Planning Commission and members of the Council for their efforts in the development of Cornerstone.

Mayor Compton opened the floor to Council for questions of Mr. Hall. When Mr. Palcher asked about contracts for Phase IV, Mr. Hall responded that three of the four lots were under contract. Mayor Compton added that a number of the contracts were under extensions. Mr. Beals and Mr. Palcher asked questions about the cost of maintenance of the park, the availability and security of park funding and the City's recourse if the quality of the maintenance was deficient. Mr. Hall felt the estimates were adequate, and the funding secured through the MPOA. If the City was not satisfied, it could order amelioration, and Mr. Hall stated he thought the City would be able to back-charge for its expenses.

When Mr. Beals asked about back-charging under the New Community Authority, Mr. George Oberer, Jr., of the Oberer Companies and Cornerstone Developers responded that the ability to back-charge was covered in the Development Agreement. The proposed New Community Authority was the idea of the developer's counsel and provided the ability to put a per acre assessment on the properties throughout Cornerstone North. The Community Authority would give the City a seat at the table, whereas, the MPOA would be run solely by the owners. Mr. Oberer defended the cost projections for maintenance of the park, saying the company had been in the development business since 1949 and was one of the largest property management companies in the area.

In response to a question from Mrs. Kenley, Mr. Hall reviewed the wording of Condition #9 on the construction of the park. He re-stated once either the multi-family development or the assisted living facility closed on the purchase of Cornerstone property, within 60 days the construction of the park will commence. Mr. Chris Conley of Oberer

Realty Services added the purchase contract will obligate the developer to have the park operational when the units for the multi-family development come on line.

When Mayor Compton asked Mr. Rodney whether the proposed 60-day provision was shared with the Planning Commission, the City Planner responded that it was not. Mr. Rodney stated concern with the City's recourse on the 61<sup>st</sup> day for an enforcement mechanism. Mayor Compton asked how this was different from other development. Mr. Rodney said his concerns were around the park being integral to the larger development of the whole of Phase IV.

When Mr. Beals asked whether the redacted purchase agreements provided by the developer had been reviewed by Staff, Mr. Rodney responded that copies of the agreements had been provided to Staff, however he could not provide significant analysis, because he was not a real estate attorney. He noted the agreements were between private parties and the terms could be changed at any time without notifying the City. Mr. Horn added he had looked over the documents and had seen inconsistencies that concerned him. In reference to a New Community Authority being created as an additional funding source to supplement the Park, one of the contracts stated the Community Authority will *supplement* funding, while another stated that it will *reduce or replace property owner dollars*. The City has never been under the understanding that the New Community Authority was going to replace the MPOA. Our understanding was it was going to be an additional source of funding, since we have been concerned about the lack of funding going forward. This is a very important issue. Mr. Horn emphasized Condition #8 and #9 had been well thought out by staff and the Planning Commission to give the City a position for negotiations to get the park issues resolved. Mr. Horn stressed that amending those items was a potential problem "for the City in getting the park facility that it expects and adequate funding in the future."

Mr. Oberer stated the City had in its possession documents about the Community Authority for some time, and he had received no comments. With respect to the ability to enforce Condition #9, he felt the developer was proposing a practical solution.

Mayor Compton asked Mr. Oberer to clarify his resistance to Condition #8, and Mr. Oberer replied the developers are afraid of losing momentum. He stated the differences in expectations between Staff and the developers concerning the plan for the proposed park had narrowed over time, but Oberer Land Developers can't and won't develop the park without users closing on purchases and the projects in Phase IV. He stated he believed they have provided legitimate sources to fund and maintain the park.

Mr. Horn responded that staff had provided the developer with budgeted numbers and obviously the two differ.

Mayor Compton verified that at some point a decision about who is going to be the owner of the park and its perpetual maintenance must be made. Mr. Oberer stated, for lack of a better solution, the Master Property Owners' Association would maintain ownership of the park. Mr. Horn and Mr. Oberer exchanged comments about the Community Authority, before Mayor Compton summarized, if the City is unhappy with the way that the park is maintained, the City has the right to maintain the park per the Development Agreement. When Mayor

Compton asked how expenses by the City would be recouped if the Master Property Owners' Association had expended its funds for the year, Mr. Oberer stated the MPOA had the right to levy special assessments. Mr. Horn agreed this was consistent with the Development Agreement.

Mayor Compton verified that Condition #8 would have to be addressed at some point. He noted his understanding that the Master Property Owners Association will own the park now, but not for the long run. In response, Mr. Oberer shared the evolution of the developer's intentions for the ownership of the park. Originally, Oberer Land Developers hoped a park district would own and maintain the park. Contacts had been made with the Sugarcreek Park District and the Centerville-Washington Park District—neither of these options worked out. The developer would like to see the City of Centerville take ownership of the park. For now, the Development Agreement says the Master Property Owners' Association is the default owner. Mayor Compton confirmed with Mr. Oberer, the developer would like to see those negotiations continue outside the approval of Phase IV.

Mr. Beals asked for a further explanation of the New Community Authority and how that would work relative to the MPOA. In response, Mr. Oberer stated the Master Property Owners Association would have to carry enough budget to take care of all of the common areas at Cornerstone and the park. The community authority was only brought into play because City staff indicated that they did not have confidence in the ability of the Master Property Owners' Association to cover the budget. The New Community Authority is a separate funding vehicle that could be set up specifically to cover the costs of the park by levying per acre assessments. Funding would be about ½ Community Authority and ½ MPOA but would also give the City a seat at the table, an equal seat—not a controlling seat.

Addressing Mr. Beals' question, Mr. Horn explained staff's position. He interjected that "it was not that the City's lacked confidence in the MPOA, but the City felt that it was not going to be funded adequately to maintain the park and to maintain the capital items in perpetuity." He added that the way that the sales agreements were struck, unbeknownst to the City, the three major retail establishments are not paying anything toward the park which narrowed the revenue sources tremendously for the long term maintenance of the park and replacement of capital items. This is why the Community Authority came about. Staff received a very crude preliminary draft for a community authority that could be an advantage; it could be additional help. However, some of the redacted contracts specifically state Community Authority dollars will reduce or replace the MPOA dollars. This was the first City staff had heard this. In short, there are many loose ends. The developer and staff have the same goal—to have a quality and sustainable park, but the plan is not there yet. We have not even agreed on what the park will consist of. Mr. Horn firmly believed it would be premature to remove Condition #8.

Mr. Oberer contradicted the statement which Mr. Horn made about the three big boxes not being a part of the MPOA. The three big boxes acknowledge that they benefit by the amenities, the entry ways etc. They make an annual contribution, a negotiated amount; they do contribute to the MPOA for the common areas of Cornerstone.

Mr. Engert asked for more definition of the differences in the cost estimates. Mr. Oberer stated the developer estimated the cost at \$110,000 annually. Mr. Horn stated the City estimated the cost at close to double that amount, factoring in the long term replacement of related assets.

Mrs. Kenley asked for a comparison of size and costs between Stubbs Park and the proposed park. Mr. Horn responded Stubbs Park is a passive park with 60 acres, many areas do not require mowing. The budget is \$144,000. Mr. Oberer stated the park at Cornerstone is 18-20 acres and the budget was earlier stated at \$110,000 annually. Mr. Horn noted the need to manicure many areas of the new park and maintain the lakes, which are much larger than at Stubbs Park and will need dredging, chemical treatment and control of the geese population. He also noted the budget at Stubbs Park had been curtailed because of budget constraints over the past few years, and some budget items had been delayed.

Mayor Compton asked if Phase IV would come to a halt if the parties were unable to come to agreement on the issues of Item #8. Mr. Horn responded that Item #8 was specifically incorporated to allow the developer to continue. It was not the City's intention to break the developer's momentum. The condition allows the process to continue while these issues are settled. He agreed that some progress had been made in reaching agreement on the plan for the park.

Mr. Oberer agreed progress had been made in resolving differences in the park plan. He said embellishments in the neighborhood of \$250,000 to \$300,000 remained. The type of lighting around the path in the park was a significant item.

Mr. Horn summarized the staff's frustration. They had pushed to have this issue resolved at the time the Village in Phase III was approved. My understanding when we came out of that meeting was Council did not want to slow things down and went against the City Manager and the staff's recommendation and let the developer move forward with Phase III with the expectation of settling it with the approval of Phase IV. We are now at Phase IV and it is problematic that this issue still has not been resolved.

When Mayor Compton asked if the representation that their contract requires the building of the park was worth some consideration, Mr. Horn responded in the affirmative, but added that Condition #8 would not stop the closing of the deal.

Mayor Compton verified with Mr. Oberer that it was his representation that the construction of the park was a requirement in the multi-family contract. Mr. Horn again stated the City was not stopping the developer with Condition #8. When asked if the provision prevented Oberer Land Developers from moving forward, Mr. Oberer stated the issue did not have to be resolved because it was resolved. The MPOA will have ownership of the park, and it will have the maintenance requirement of the park and if it doesn't maintain the park, the City has self-help provisions within the Development Agreement. He stated willingness to meet with staff to resolve the \$250,000 to \$300,000 worth of embellishments. I don't think that we will ever agree with staff on the budget needed to maintain the park

Mayor Compton suggested that it would be helpful, from a planning standpoint, to allow the MPOA to own the park and maintain it for several years to have a history of maintenance costs, so if someone were taking over that park, the entity would have a better idea of what funding would be needed. Mr Horn agreed, but cited two issues. The first issue was whether the Community Authority would be there as a financial supplement or as a replacement. The second issue was the definition of the park. At this point, we have not agreed on the basic scope of the amenities. A plan has not been approved. We are closer, but we really don't know what the park is going to be. The developer may see embellishments as the thickness of the asphalt where we see that as a necessity. The facilities are not defined. There are important differences remaining within terminology.

A discussion of timing of submittals/approvals followed. Mayor Compton suggested, if Council accepted the developer's recommendation for a 60-day window for the construction of the park after construction begins on Phase IV, the plan for the park would have to be in place in a timely manner.

Mr. Conley stated the conversations about the park were premature and should occur with the submittal of the Major Site Plan for the park. He said Oberer Land Developers currently was seeking approval of the Final Development Plan for Phase IV. He said once the zoning was in place the company would submit the park plan to the Planning Commission and to Council, as the other users in Phase IV will submit plans. Mr. Horn stated his agreement with Mr. Conley, but added that nothing in Condition #8 would stop the developer from completing those same actions. Mr. Horn reiterated the condition just says, construction of the park must be started before building permits can be issued for other parts of Phase IV. Mr. Horn referred to Mr. Rodney for an estimate of the time required to obtain building permits. Mr. Rodney stated it could take as little as a few weeks or as much as a number of months, depending on the quality of the application post review.

Mayor Compton stated the opinion that the suggested rewording of Item #9 would cover the park issues. ***“Construction commencement of the Park improvements as illustrated on the Developer’s Major Site Plan application shall occur no later than 60 days following the earlier of; a.) the closing of the multi-family purchase and sale agreement, or b.) the closing of the assisted living center purchase and sale agreement.”***

Discussion of the statement followed. Mr. Horn disagreed, referencing the portion of the statement, “the Park improvements as illustrated on the Developer’s Major Site Plan application.” To me, that is not the same thing as an approved park plan. Mr. Rodney added the developer would need approval of construction documents in addition to approval of the Major Site Plan in order to begin construction, so Mayor Compton asked Mr. Hall about his intention to submit a Major Site Plan for the park. Mr. Hall stated staff had seen a Major Site Plan application for the park, which was voluntarily withdrawn while negotiations continued concerning the embellishments staff wanted. He requested Council move forward with Phase IV, so Oberer Land Developers could fulfill its obligations to its purchasers. He stated representatives would meet with staff and resubmit the Major Site Plan for the park as soon as possible. Once these were approved, the company would submit the final construction plans for approval in a timely manner.

Mr. Rodney asked if there was a scenario where construction documents could be approved and permits issued where a user could begin construction on a piece of property leased, rather than owned, making this condition mute as written. Mr. Oberer insisted users would not start construction on a piece of property they didn't own.

Mr. Beals asked about a timeline for signing contracts and closings. Mr. Conley stated all of the current purchasers were under extended contracts. Once zoning was in place, per contract, they have time to submit Major Site Plans for approval by Planning Commission. Once Major Site Plans are approved, the buyers will submit construction drawings, pick up permits and start. The developer has 60 days from the start of that construction to begin construction of the park. Mr. Oberer interjected the important part of that scenario was the closing. We do not want to be obligated to start the park if we don't know if they are going to close. Mr. Beals cautioned that the park plans really needed to coming in simultaneously with the other site plans.

Mr. Beals turned the discussion to Items #10 and #11 related to the easement or platting for the pathway. He agreed with the developer's suggestion to move the pathway to the park parcel and allow the Engineering Department to locate the crosswalk at the safest location. When Mayor Compton asked if the easement would be eliminated between the hotel and the multi-family housing, Mr. Rodney stated easements will remain for underground stormwater pipes in the area designated for the pedestrian pathway. He felt it was important to plan for direct connectivity to Lot #2 to give the people living in the apartments and staying at the hotel a direct connection to the park. The preference of the Planning Department is that this be a platted area, a part of the park for consistent long term maintenance. The Mayor verified that nothing could be built on the 20' easement. Mr. Rodney stated the pathway was the only thing that could be built there; the easement was not developable area per our zoning ordinance.

Mayor Compton questioned whether the easement could be reserved now and the pathway decided when the Major Site Plan comes forward. Mr. Rodney said that was not the preferred solution, because it would split responsibilities between different entities. Mr. Conley stated staff's recommendation would do the same thing, and the MPOA would be responsible for maintaining the path. Mr. Oberer pointed out the irrigation should come from the two property owners, instead of adding to the burden of the MPOA.

Mr. Beals asked for a list of items considered "embellishments" per the developer. Mr. Hall stated parts of the park will be irrigated and maintained lawn areas will be detailed on the Major Site Plan. Differences between the City and the developer's use of the word "embellishments" included bollard lights versus architectural style lighting, bench swings versus benches, and the size of the public restroom building and the observation decks.

Mayor Compton stated he was not in favor of the platted extension of the park; the 20' easement is acceptable and as the property develops the most appropriate route can be determined, since to plat it places an extra burden on the Master Property Owners' Association. Mayor Compton stated the lighting related to Item #11 should be addressed with the property owners with the Major Site Plan. Mr. Beals added that he questioned the need for irrigation.

When Mayor Compton asked for discussion of Item #21, the question of sod vs. seed, Mrs. Kenley stated that she did not agree that sod was needed. Mr. Rodney described areas for sod in the more public areas, especially along the roadways. He said proper preparation and care of seed beds had been problematic in the past. Upon question, he stated mounding was currently seeded. Mr. Oberer stated sod was 2-3 time more expensive than seeding. He said if the City wanted to mandate sod, it should change the Unified Development Ordinance.

Mayor Compton closed the Public Hearing.

Mr. Liberman explained the two ways to vote on the Final Development Plan with the conditions. Removing conditions or changing conditions could be part of the motion or each condition could have a separate vote.

When Mayor Compton asked for thoughts with respect to Condition #21, Mr. Beals stated the need to trust Oberer Land Development to sod some areas and to seed the vast majority of areas properly. Mr. Engert also felt Council should take Mr. Oberer's word that the developer will sod those areas that need to be sodded and that the finished product will look good.

Mr. Liberman summarized it appeared that Council had taken a straw vote, so when the main motion is done, Condition #21 will either be removed or changed. Mr. Beals stated he was leaning to approve seed usage with sod primarily in locations of key importance.

Council moved to Condition # 8, the requirement for park construction to begin prior to the issuance of building permits versus the language requested by the developer: ***“Construction commencement of the Park improvements as illustrated on the Developer’s Major Site Plan application shall occur no later than 60 days following the earlier of; a.) the closing of the multi-family purchase and sale agreement, or b.) the closing of the assisted living center purchase and sale agreement.”*** Mayor Compton said he was comfortable with the 60-day provision after closing for the park construction to be started. Mr. Beals felt there should be an adjustment to the final sentence. When he asked if Mr. Horn had a suggestion, Mr. Horn responded that he was concerned about whether Council had a clear understanding of what that statement was saying. He stated his surprise they were “going down that road” and stated he had no further comments or suggestions.

Mr. Horn left the meeting at this time.

Mr. Beals asked Mr. Rodney for input. Mr. Rodney stated the wording could put Planning Commission under pressure to approve a Major Site Plan. He noted sixty days was a very short period of time to get approval for a Major Site Plan and construction documents. Mr. Conley assured Council the park plans would be submitted well in advance of closing. Mr. Engert, Mr. Beals and Mayor Compton discussed the true costs of the park and replacement costs. Mr. Beals stated a physical plan and a financial plan should be submitted with the Major Site Plan. Mr. Beals questioned how the City would know when closing had occurred, since the clock starts for construction of the park with the closing.

Following an extended discussion, Mr. Hall stated the City's condition is written that the building permits will not be issued until the park is already started. The developer is asking the City to allow the users to go through the process and obtain their permits, so they can close on the property. He said the problem was with the timing and requested the proposed language be reworded to allow the purchasers to get through their entitlement process and then close. As the users go through the Major Site Plan process, the developer was prepared to resubmit the Major Site Plan for the park.

Mr. Rodney clarified he had just heard that individual buyers will not close on the properties until they have building permits. Mr. Conley responded that closings happened on a case by case basis. Sometimes contingencies include the ability to obtain a building permit, but sometimes they close before that. In that case, Mr. Rodney pointed out the issue becomes enforcement. On the 61<sup>st</sup> day the new users have been building for 61 days—because they have building permits. They have the right to build. On the 61<sup>st</sup> day, if the park is not under construction, how can City staff stop construction? The builder/user has no obligation for the park. He has purchased his land. If he is in compliance with his building permit, we can't halt construction. In other words, the City will have no recourse.

When Mr. Palcher asked Mr. Liberman if Mr. Rodney was correct, Mr. Liberman stated Planning Commission will look to staff to make sure its Condition had been satisfied. Without doing research, Mr. Liberman agreed with Mr. Rodney; the City would lose its ability to enforce the condition. When asked about rewriting the developer's statement, Mr. Liberman stated he was concerned about doing something spontaneously with the language; the Planning Commission condition had been written to protect the City. The developer is asking for the park construction contingent on closing; the City is asking for issuance of building permits contingent on park construction.

Mr. Conley responded strongly to Mr. Rodney, incredulous that he would actually stop the development of the balance of the 80 acres because of tardiness of the construction of the park. If you had a single family subdivision where they are supposed to build a park and if they don't do it, are you going to tell a homeowner he has to stop construction? At some point you are going to have to trust the developer. It is my belief that #8 is not an issue, because it is in place. We already have the ability to maintain the park and the documents to guide the maintenance.

Mayor Compton suggested using the closing provision and adding the requirement for Oberer Land Developers to notify the City of the closing. Mr. Conley agreed to the stipulation.

Mr. Liberman verified that the Mayor wished to substitute the developer's language for Conditions #8 and #9. Mayor Compton replied in the affirmative. Mr. Palcher asked for any further suggestions from Mr. Liberman, but the Municipal Attorney stated he preferred to refrain from writing legislation at a meeting. He noted the recommendation was different from the recommendation of the Planning Commission and summarized that the developer's obligation for park construction to begin within 60 days after the earliest closing for land in Phase IV. The Mayor added, "The developer shall have the duty to notify the City within two days of the closing."

The Mayor turned the discussion to Conditions #10 and #11 and recommended Item #10 be eliminated because it required the easement to be platted as part of the park. Mr. Beals shared he did not see the need for irrigation or for both the City Planner and the City Engineer to be listed. Mayor Compton and Mr. Beals suggested original Condition #11 should read, "The lot easement between lots # 4 and #7 shall be lighted to the satisfaction of the City Planner."

Review of the seeding condition was next. The Mayor proposed "Condition #21 Seeding is approved for all areas proposed for turf grass within Phase 4 with sod use at key locations."

Mr. Oberer stated he was concerned with the definition of key areas. He asked about using the phrase, "Areas that are going to be difficult for seed to grow." He said time of year was also a factor. Mayor Compton asked about leaving it to the discretion of the developer. He said the developer would not put in something that looks bad and makes the development look bad. Mr. Beals reminded the Mayor of problems in the past, before Mayor Compton suggested the following: Item # 21 "All areas proposed for turf grass within Phase 4 shall be seeded unless otherwise determined by the developer for proper public appearance."

Mr. Liberman suggested the motion to approve the Final Development Plan could be made subject to the 24 conditions recommended by Planning Commission with the changes determined for Conditions #8, 9, 10, 11 and 21.

Mrs. Kenley made a motion to approve the Final Development Plan for Cornerstone Phase IV subject to the conditions as revised by Council. Mr. Beals seconded the motion and it passed with a roll call vote of 5-0.

The conditions for approval of the Final Development Plan for Cornerstone Phase IV are as follows:

1. Cornerstone North Phase 4 Final Development Plan shall conform to the approved Cornerstone North Preliminary Development Plan Amendment 1 and all conditions of approval contained therein as determined by the City Planner.
2. All lots shall be subject to Major Site Plan review in accordance with the Unified Development Ordinance. A review for UDO compliance will be conducted as each development proposal comes forward for Major Site Plan review.
3. A Subdivider's Agreement, amendment to the Development Agreement, or other legal arrangement shall be executed that establishes financial commitment for the construction of all public infrastructure prior to recording of any plat document in association with this Final Development Plan.
4. The final location of all building, parking, landscape areas, and related items shall generally conform to this Final Development Plan as depicted unless otherwise conditioned herein.

5. ADA access shall be provided to the public right-of-way for each development site.
6. The proposed 50 foot bufferyard along the east zoning boundary of Lot #4 shall be considered conceptual on this FDP pending variance approval allowing a reduced bufferyard width along this zoning boundary.
7. The parking of vehicles on Lots #2, #3, and #4 shall be limited to areas behind the building setback line along both Wilmington Pike and Brown Road.
8. Construction commencement of the Park improvements as illustrated on the Developer's Major Site Plan application shall occur no later than sixty (60) days following the earlier of: a) the closing of the multi-family purchase and sale agreement or b) the closing of the assisted living center purchase and sale agreement. Developer shall notify the City of the closing date within two (2) days of the closing.
9. The Park easement between Lots #4 and #7 shall be lighted to the satisfaction of the City Planner.
10. All perimeter mounding along Wilmington Pike and Brown Road shall be at least three (3) feet above finished grade of adjacent parking lots.
11. Bufferyards and landscape treatments shall be consistent and harmonious with Phases 1A, 2, and 3 as determined by the City Planner.
12. All lighting of vehicular and pedestrian ways shall be consistent and harmonious with Phases 1A, 2, and 3 as determined by the City Planner.
13. Final location and design of all street and utility infrastructure is subject to the review and approval of the City Engineer.
14. Public/private construction access, construction timing of public improvements, and maintenance of traffic on public roads shall be at the discretion of the Public Works Department.
15. The Applicant and City shall mutually develop and agree upon a comprehensive construction access and staging plan within Phase 4 for public and private construction activities prior to the issuance of any zoning or building permits related to Phase 4.
16. Individual lot ground signs in this Final Development Plan shall be consistent with the design set forth for Phases 1A, 2, and 3 as determined by the City Planner.
17. The proposed bridge crossing shall include a decorative safety wall no less than 42 inches in height above the adjacent sidewalk.
18. The proposed bridge crossing shall include decorative piers at each corner of a design to be approved by the City Planner and City Engineer.

19. All areas proposed for turf grass within Phase 4 shall be seeded as determined by the developer for proper public appearance.
20. Detailed comments from the Engineering Division shall be incorporated into the final development plan, record plan, and construction documents as appropriate subject to approval by the City Engineer.
21. Detailed comments from Greene County Sanitary Engineering and other utility companies shall be incorporated into the final development plan, record plan, and construction documents as appropriate subject to approval by the City Engineer.
22. If required, a stormwater drainage easement shall be included in Phase IV for connecting the Phase V retention pond to drainage areas to the south to the approval of the City Engineer.

Mr. Serr re-entered the meeting at this time.

Mr. Rodney made a recommendation to move into New Business, since Mr. Obert with the Allure Development had waited for over 4 hours for the Emergency Ordinance on the agenda in New Business.

New Business

EMERGENCY ORDINANCE 13-17  
VACATING CERTAIN EASEMENTS WITHIN THE ALLURE PROJECT

Mr. Rodney gave background related to the Emergency Ordinance. He said in order for the developer to close on the former Showcase Cinema property at 6751 Loop Road, a number of old easements had to be vacated by the City, DP&L and Montgomery County Water. All of these easements will be replaced when the plat passed earlier in the evening for Allure, Section 1, is recorded. A regular Ordinance to permanently vacate the easements will permanently be set for Public Hearing with the night's Consent Agenda.

Mr. Beals sponsored Emergency Ordinance 13-17, An Emergency Ordinance To Vacate Certain Easements Over Property Located Within The Allure Project Along Loop Road In The City Of Centerville, and moved that it be passed. Mr. Serr seconded the motion. The motion passed unanimously a 6-0 vote.

There being no standing committee reports, Mayor Compton explained the Consent Agenda contained routine procedural and administrative matters the Council had discussed in Work Sessions. He stated that Item D. would be removed from the Consent Agenda due to a citizen being present at the meeting requesting to speak to Item D. Council will address this item after the Consent Agenda. Councilmembers read the following Consent Agenda items into the record:

- A. Ordinance 12-17, An Ordinance To Adopt Section 260.02 Board And Commission Appointments To Be Electors Of The City, Of The Centerville Municipal Code. (Set for Public Hearing June 19, 2017.)
- B. Ordinance 14-17, An Ordinance To Vacate Certain Easements Over Property Located Within The Allure Project Along Loop Road In The City Of Centerville. (Set for Public Hearing June 19, 2017.)
- C. Ordinance 15-17, An Ordinance Changing The Name Of Bethany Commons Trail To Yankee Commons Trail Within The Municipal Limits Of The City Of Centerville. (Set for Public Hearing July 17, 2017.)
- D. (Resolution for Marijuana Moratorium, being read after consent agenda.)
- E. Resolution 21-17, A Resolution Accepting The Bid Submitted By Capital Electric Line Builders, Inc., of Dayton, Ohio For The MOT-SRTS – Centerville Project (Project TC-3) And Authorizing The City Manager To Enter Into A Contract In Connection Therewith, be passed.
- F. Resolution 22-17, A Resolution Authorizing The City Manager To Enter Into A Memorandum Of Understanding With The City Of Kettering And The City Of Oakwood To Utilize A Shared 9-1-1 Call Handling System, be passed.
- G. Resolution 23-17, A Resolution Authorizing The City Manager To Enter Into A Memorandum Of Understanding With The City Of Kettering And The City Of Moraine To Utilize A Shared 9-1-1 Call Handling System, be passed.
- H. Resolution 24-17, A Resolution Agreeing That The City Of Centerville Should Continue Participation In the United Way Of The Greater Dayton Area's SeniorLink And To Authorize The City To Commit Funds Not To exceed \$5,000 To Participate For An Additional One Year Period, be passed.
- I. Resolution 25-17, A Resolution Accepting The Bid Submitted By John R. Jurgenson Co. Of Springfield, Ohio For the Concrete Street Repair Program – Rebid (Project SS-1) And Authorizing The City Manager To Enter Into A Contract In Connection Therewith, be passed.
- J. Resolution 26-17, A Resolution Accepting The Bid Submitted By American Pavements, Inc. Of Plain City, Ohio For The 2017 Crack Sealing Program (Project SS-1) And Authorizing The City Manager To Enter Into A Contract In Connection Therewith, be passed.
- K. Resolution 27-17, A Resolution Accepting The Bid Submitted By Kone, Inc., Of West Chester, Ohio For The Performance Of The City Municipal Building Elevator Modernization – 2017 Project And Authorizing The City Manager To Enter Into A Contract In Connection Therewith, be passed.

## L. Reappointments As Follows:

David Blum – Board of Tax Appeals (Pre 2016 Taxes) – 3 year term.

Donald Stewart – Board of Tax Appeals (Pre 2016 Taxes) – 3 year term.

## M. Appointment As Follows:

Allen Ely – Arts Commission – term of three years.

Michelle VanHuss – Arts Commission – term of three years.

After Mr. Spittler explained Items I. and J., Mr. Serr sponsored the Consent Agenda, with the exception of Item D and moved for its approval. Mrs. Kenley seconded the motion. The motion passed unanimously, 6-0.

## EXTENSION OF THE MARIJUANA MORATORIUM

Mr. Liberman explained the City's current moratorium will expire this month and the main reason we had that moratorium was to await state regulations guiding processes for allowing dispensaries, cultivators and processors. The State of Ohio will have something in place by September, so this moratorium will give Council time to consider options once the State of Ohio disseminates its regulations.

Mr. Beals pointed out the Council would not necessarily wait the full 12 months, but would have that amount of time to decide on any needed action.

Mayor Compton invited to the podium a citizen who wished to address Council regarding the proposed Marijuana Moratorium.

Mr. Benjamin Schmitt , 2303 Eagle Ridge Drive, said he was a military veteran with a daughter who has dyslexia. Few options are available to treat her problems. In addition, Mr. Schmitt noted veterans return home every day with pain and anxiety. He pointed to the Dayton VA as the #1 source of addictions and pills that end up on the streets as illegal drugs. Noting the huge opiate crisis in this area, Mr. Schmitt said the VA has guidelines that would help to alleviate this crisis once the State of Ohio started letting people use medical marijuana, but until there are dispensaries in the community, veterans are unable to obtain marijuana without being considered criminals.

Mayor Compton addressed Mr. Schmitt saying the Council did not want to take action regarding this matter without seeing what the State would legislate. Although some communities have banned marijuana, the moratorium will give Council time to collect more information and review options.

Mr. Palcher made a motion to approve Resolution 20-17, A Resolution By The Centerville City Council Extending For A Period Of Up to One (1) Year (365 Days) The Moratorium On The Granting Of Any Permits For Allowing Retail Dispensaries, Cultivators, Or Processors Of Medical Marijuana Within The City Of Centerville. Mrs. Kenley seconded and the motion passed with a 6-0 vote.

Old Business

PUBLIC HEARING: ORDINANCE 03-17  
REZONING 27.563 ACRES – CORNERSTONE, PHASE IV – SIX PARCELS

Mayor Compton read the proposed Ordinance 03-17 into record as follows:

Ordinance 03-17, An Ordinance Amending Ordinance Number 14-08, Chapter 1216, The Unified Development Ordinance, As Amended, To Rezone 38.065 Acres Of Land, More Or Less, Located South Of Brown Road In Cornerstone Phase IV To Facilitate Development, As Follows:

- Area One, 1.244 Acres, To Be Rezoned From B-PD With A CC Overlay To B-PD With An NC Overlay;
- Area Two, 13.872 Acres, To Be Rezoned From R-PD With An NR Overlay To B-PD With An NC Overlay;
- Area Three, 0.330 Acres, To Be Rezoned From R-PD With An NR Overlay To B-PD With A CC Overlay;
- Area Four, 2.909 Acres, To Be Rezoned From B-PD With A CC Overlay To B-PD With An NC Overlay;
- Area Five, 9.208 Acres, To Be Rezoned From B-PD With A CC Overlay To R-PD With An NR Overlay; And
- Area Six, 10.502 Acres, To Be Rezoned From B-PD With A CC Overlay To O-PD With A CC Overlay.

Mr. Serr recused himself from the meeting at this time.

Mr. Rodney gave the staff presentation for the two proposed Ordinances 03-17 and 04-17, stating for the record, *Planning Commission's unanimous official recommendation was for Ordinance 03-17, which divides the property into six zoning districts including 10.4 acres of an Office-Planned Development District with a Community Center Overlay* in the northwest corner at Brown Road and Wilmington Pike. Planning Commission sent both rezoning ordinances to Council, hoping that the end-user for the 10.5 parcel would be known by the time Council voted on the Ordinances. The developer made the initial overall rezoning request to facilitate multi-family development and an assisted living facility in Phase IV.

Staff did not object to the rezoning request in general, although the requested rezoning would allow significantly higher residential density than previously planned,. The plan would facilitate more efficient use of the land and was fairly consistent with the approved Preliminary Development Plan. The rezoning for the multi-family use would result in loss of some of the area that was previously planned for office use. Staff contended a secondary area also warranted review for a zoning map amendment. The core office area in the northwest quadrant was intended to provide a daytime customer base for commercial/retail establishments in the other areas of Cornerstone and to contribute to a mixed-use environment. Under the B-PD zoning requested by the developer, many commercial/retail uses are permitted, including duplicative or undesirable uses. Absent a confirmed future user, Planning Commission recommended O-PD zoning for Sub-Area D (Lot #2) to protect the integrity of the Preliminary Development Plan adopted by City Council and to retain an area for high-value, complimentary office and research uses which are lacking in Centerville.

When Mayor Compton opened the Public Hearing, Robert Hall of Oberer Land Developers stated the developer had not requested the office zoning, but rather wanted the B-PD, Business-Planned Development, zoning as requested in the application.

Mr. George Oberer, Cornerstone Developers, stated this particular 10 acres was already under contract with a specific single user. Because of a confidentiality agreement with the user, he was not at liberty to share the identity of the user. Representatives had met with the Mayor and the City Manager. This user would be required to go through the Conditional Use process with O-PD zoning but would be a permitted use with B-PD zoning. He stated it made no sense to rezone Lot #2. He also said his company was very confident it can deal with the City's zoning concerns, if this particular user does not close.

Mr. Beals noted the City Planner and Planning Commission made a valid proposal to change the zoning to the OPD with the CC overlay. He pointed out the basic trust issue with the developer.

Mayor Compton verified the City Planner's concern about private agreements between the developer and particular property owner. The City Planner stated he had no knowledge of the user or the scope of any agreements between the user and the developer. He noted that any potential user and the developer would want to maintain this type of zoning because it would have the highest number of possible uses. He cautioned against assuming that this particular buyer is the only user/buyer that is going to exist, today, tomorrow or in the future. The Planning Commission wanted to protect the City.

When Mr. Beals asked for a timeline for an announcement of the buyer of Lot #2, Mr. Chris Connelly stated he could not discuss details due to confidentiality agreement. He said the potential user had concerns, because the conditional use approval cannot be guaranteed. The buyer could end up with untenable zoning.

Mayor Compton stated he was inclined to support the potential user. B-PD zoning is what they want, and it is extremely unlikely the developer would allow the major uses that cause concern. He was inclined to keep the zoning as requested by the developer and not go forward with the O-PD district.

Seeing no other individuals come forward, Mayor Compton closed the Public Hearing.

Mr. Beals stated the need to look to the Mayor and City Manager for guidance, because the rest of Council had not met with the potential buyer. The City Manager was not present.

Mr. Beals made a motion to decline Ordinance 03-17. Mrs. Kenley seconded the motion. A roll call vote resulted in a 5-0 vote to decline Ordinance 03-17.

PUBLIC HEARING: ORDINANCE 04-17  
REZONE 27.563 ACRES IN CORNERSTONE PHASE IV – FIVE PARCELS

Ordinance 04-17, An Ordinance Amending Ordinance Number 14-08, Chapter 1216, The Unified Development Ordinance, As Amended, To Rezone 27.563 Acres Of Land, More Or Less, Located South Of Brown Road In Cornerstone Phase IV To Facilitate Development, As Follows:

- Area One, 1.244 Acres, To Be Rezoned From B-PD With A CC Overlay To B-PD With An NC Overlay;
- Area Two, 13.872 Acres, To Be Rezoned From R-PD With An NR Overlay To B-PD With An NC Overlay;
- Area Three, 0.330 Acres, To Be Rezoned From R-PD With An NR Overlay To B-PD With A CC Overlay;
- Area Four, 2.909 Acres, To Be Rezoned From B-PD With A CC Overlay To B-PD With An NC Overlay; And
- Area Five, 9.208 Acres, To Be Rezoned From B-PD With A CC Overlay To R-PD With An NR Overlay.

Mayor Compton opened the Public Hearing and seeing no one come forward closed the Public Hearing.

Mrs. Kenley sponsored Ordinance 04-17 and moved that it be passed. Mr. Beals seconded the motion, and the Ordinance was passed with a 5-0 roll call vote.

There being no citizens comments or New Business, the Mayor adjourned the meeting at 12:16 A.M. The next regular meeting of the Centerville City Council was scheduled for Monday, June 19, 2017.

Approved: *Bruce A. Compton*  
Mayor

ATTEST: *Carin R. Andrews*  
Clerk of Council