

The Council of the City of Centerville, County of Montgomery, State of Ohio, met on Monday, May 4, 2015, at 6:00 P.M. in the Council Chambers of the Centerville Municipal Building. The Special Council Meeting was opened with an Invocation given by Mayor Kingseed and the Pledge of Allegiance. Mayor C. Mark Kingseed presided. Council Members and City Staff were present as follows:

Deputy Mayor	Brooks Compton
Councilmembers	John Beals
	Belinda Kenley
	John Palcher
	JoAnne Rau
Clerk of Council	Debra James
City Manager	Gregory Horn
Finance Director	Steven Hinshaw
Public Works Director	Douglas Spitler
City Engineer	James Brinegar
Economic Development Administrator	Nathan Cahall
Municipal Attorney	Scott Liberman

Mayor Kingseed announced that Dr. Gresham was absent due to illness. Mr. Beals made a motion to excuse the absence of Dr. Gresham. Mrs. Rau seconded the motion. The motion passed 6-0.

The Consent Agenda consisted of the following:

- A. Resolution Number 28-15, A Resolution Authorizing The City Manager To Enter Into A Memorandum Of Understanding And A Construction Escrow Agreement With Cornerstone Developers, Ltd. Regarding The Development Agreement Dated November 14, 2013 And As Amended.
- B. Resolution Number 29-15, A Resolution Authorizing And Directing The City Manager To Enter Into The Fourth Amendment To The Development Agreement With Cornerstone Developers, Ltd. For Property Located In The City Of Centerville Consisting Of Approximately 228.5 Acres Located North And South Of I-675.
- C. Resolution 30-15, A Resolution Accepting The Bid Submitted By Century Equipment For The Purchase Of A Fairway Mower For The Golf Club At Yankee Trace In The City Of Centerville And Authorizing The City Manager To Enter Into A Contract In Connection Therewith.

At the request of Dr. Gresham and Mr. Palcher, Mayor Kingseed removed items "A" and "B" from the Consent Agenda.

Mr. Palcher read Item "C" into the record, before Mr. Beals sponsored Resolution Number 30-15, A Resolution Accepting The Bid Submitted By Century Equipment For The Purchase Of A Fairway Mower For The Golf Club At Yankee Trace In The City Of Centerville

And Authorizing The City Manager To Enter Into A Contract In Connection Therewith, and moved for its approval. Mr. Palcher seconded the motion. The motion passed 6-0.

RESOLUTION NUMBER 28-15: MEMORANDUM OF UNDERSTANDING AND  
ESCROW AGREEMENT FOR CORNERSTONE NORTH

Mayor Kingseed read Item "A" into the record, and Mr. Horn introduced the documents under consideration—the Memorandum of Understanding and the Amendment to the Development Agreement. The Memorandum of Understanding, clarifying where we are and where we are going in the development process, defined the internal public improvements, the financing of \$3.4 million for public improvements in Phase II and Phase III with proper surety, the City's commitment to Cornerstone Developers for funding some onsite improvements, a second Construction Manager at Risk Agreement, the funding to be fronted by the developer, and the financing to be provided by the City. Terms of the Memorandum of Understanding required a construction escrow agreement, a construction manager at risk agreement and an amendment to the Development Agreement of 2013, as amended. However, final issues related to these agreements had not been resolved. Mr. Horn explained that timing for Cabela's was the reason for the urgency of these resolutions.

In summary, the City of Centerville will be responsible for construction of the interior public ring road from Dille Drive north to the village center and for continued work on Wilmington Pike. The developer will build the public roadway in front of Kroger and Cabela's through a construction manager at risk agreement for approximately \$0.5 million, fronting the improvements and delaying reimbursement until TIF funding allows it. A construction escrow agreement and escrow account would be put in place.

Mr. Liberman further explained the resolutions and procedures. Item "A" would permit final negotiation of the escrow agreement, giving the city manager the authority to sign it once it is acceptable to staff. A construction manager at risk agreement was needed as well. The unsigned Memorandum of Understanding was already attached to Resolution 28-15. Item "B" would authorize Mr. Horn to amend the Development Agreement to permit a second construction manager at risk agreement, allowing the developer to act as construction manager for Phase II onsite improvements in the eastern section of Cornerstone North Boulevard.

Robert Curry, attorney for Cornerstone Developers, noted the number of meetings and the compromises needed to hammer out an acceptable Memorandum of Understanding. He said the developers were pleased and grateful for council's consideration of the requirements of the incoming businesses. He noted that 120% of the expected cost of the public improvements for Phase II for Cornerstone North Boulevard at Clinger Lane would be fronted by the developer, held in escrow and used to pay for the project. The Construction Manager at Risk Agreement would allow the developer to deal with very specific deadlines and to suffer the \$3,000 per day penalty, if the public improvements were not ready on schedule. The City's costs would be defined and limited.

Several Councilmembers made comments and asked questions. Mr. Palcher commended staff and thanked Mr. Liberman. When Mr. Compton asked about the time frame for the Construction Manager at Risk Agreement to be in place, Mr. Curry stated it was hoped that the

details would be ironed out by June when the plans for the roadway project were scheduled to be finalized. Mr. Liberman noted that Resolution 28-15 would give Mr. Horn the authority to negotiate and sign the escrow agreement. The Construction Manager at Risk Agreement would come back to Council for approval on May 18, 2015. When Mr. Beals asked when the escrow agreement had to be in place, Mr. Oberer said the project should be underway by late summer or early fall.

In response to a question from Mr. Beals about bonds, Dr. Hinshaw explained the timetable for procuring the funds needed for Wilmington Pike and the upper end of Cornerstone North Boulevard. It was expected that TIF funds would repay the bonds.

Mr. Compton sponsored Resolution Number 28-15, A Resolution Authorizing The City Manager To Enter Into A Memorandum Of Understanding And A Construction Escrow Agreement With Cornerstone Developers, Ltd. Regarding The Development Agreement Dated November 14, 2013 And As Amended, and moved for its approval. Mr. Palcher seconded the motion. The motion passed unanimously, 6-0.

RESOLUTION NUMBER 29-15: FOURTH AMENDMENT TO THE  
DEVELOPMENT AGREEMENT FOR CORNERSTONE NORTH AND SOUTH

Mr. Liberman stated that the explanation of this resolution was covered in the remarks for the previous resolution. The amendment would update the Development Agreement of November 2013.

Mrs. Kenley sponsored Resolution Number 29-15, A Resolution Authorizing And Directing The City Manager To Enter Into The Fourth Amendment To The Development Agreement With Cornerstone Developers, Ltd. For Property Located In The City Of Centerville Consisting Of Approximately 228.5 Acres Located North And South Of I-675, and moved for its approval. Mrs. Rau seconded the motion. The motion passed 6-0.

Mayor Kingseed adjourned the Special Council Meeting. The next regular meeting of City Council is scheduled for May 18, 2015.

Approved: Mad Kingseed  
Mayor

ATTEST: Delna G. James  
Clerk of Council