

VILLAGE OF OAKWOOD
SPECIAL COUNCIL MEETING MINUTES
March 7, 2022

ATTENDED

Johnnie A Warren – Council President
Chris Callender-Ward 1 (Late)
Eloise Hardin-Ward 2
Paggie Matlock-Ward 3
Mary Davis-Ward 4
Candace Williams-Ward 5

Gary V. Gottschalk-Mayor
Jim Climer-Law Director
James Schade-Fire

ABSENT

Elaine Gaither-Council-At-Large

SEE CONTRACT AGREEMENTS TO FOLLOW

Meeting opened at 6:00 by Warren

Pledge of Allegiance and attendance taken.

Motion to remove 2022-11 from the table by Matlock; Seconded by Callender

VOTE YES: Warren, Callender, Matlock **VOTE NO:** Hardin, Williams **ABSTAINED:** Davis

*Discussion amongst members regarding the on and off tabling of ordinances.

Ord 2022-11

Introduced by Mayor &

Council as a whole

2nd Reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH KROGER FULFILLMENT NETWORK, INC., AND THE KROGER CO. (HEREINAFTER “THE COMPANY”) AND DECLARING AN EMERGENCY

Hardin: Can we go through it paragraph by paragraph and if anybody has any questions, we can keep going? **Warren:** Let's start with the development agreement (**Exhibit A**). **Hardin:** Are you saying everything on here in Parcel 1 or is everything on here being developed? **Climer:** No. This simply shows the site. And the site is Parcel H which you see in the middle. **Hardin:** Let's get right to the point. Are there any parcels on here that are not part of the Kroger development? **Climer:** Yes, Parcel I and Parcels E, F, G, and the parcels that you see on the northeast corner. **Williams:** And Parcels A, B to the left of the picture.... **Climer:** They are part of it. You will see on the line that divide them, there a little “c”. That means they have been consolidated with Parcel H. **Williams:** So, Parcel H is including A, B and whatever this part of land next to it as well? **Climer:** Yes. **Hardin:** Why is it cut out there? **Climer:** These were purchased at different points. Parcel H is predominately the Garsik (sp) Farm. These were additional lots that were bought from other owners and consolidated with Parcel H. **Williams:** So, H, A, B and this unmarked parcel is all part of Kroger and not Premier? **Climer:** Correct. **Hardin:** Where is Premier? **Climer:** I believe they are around Parcel I. **Williams:** And that includes E, F, G and D? **Climer:** No. Those remain private residence. **Williams:** So, this is a little confusing because there is Parcel I around this bend. Is this in like a “C” shape? **Climer:** It is. **Williams:** So, Parcel I is all theirs and you have E, F, G in the middle of that. **Climer:** And those remain private residences. **Hardin:** Shuffle Ford Subdivision, Sublot 2.... **Climer:** Yes, those lots were purchased by Premier that go along with Parcel I. Sublots 1, 2 and ¼ of 3. **Warren:** What other questions? **Hardin:** When we had the legislation and we went to the people regarding the zoning change, was everything here a part that change that they voted on? **Climer:** As I recall, there were 2 sets of rezoning. One was Parcel H and the second was essentially Parcel I and the 3 parcels in the lower right-hand corner. Parcels A, B and the unnamed parcels. **Hardin:** And that was specified in the vote of the people. **Climer:** Correct. There were 2 rezoning requests. Some of the land was purchased subsequently and added to the project. **Hardin:** Now we are saying this will not be a part of the Kroger project, right? I am looking at I. **Climer:** Correct, that is not. **Hardin:** But originally, it was one of two pieces that was voted on, is that right? **Climer:** Yes. It remains in the hands of Premier. **Warren:** Premier was the owners of the land at the time of rezoning. What they did was subdivide the part that Kroger wanted. **Williams:** So, by leaving this out, there is likely a future project that could also take place that is not

being discussed here within Parcel I. **Climer:** There is some possibility of that but nothing has been proposed. **Mayor:** But it wouldn't be Kroger. That would be Premier. It will have to go to the people and ask to rezone those 4 residential lots. Premier is interested in that, but there's a process that the lots have to be sold and rezoned. Kroger has nothing to do with those lots. **Williams:** If Kroger has nothing to do with those lots and that is the parcel directly located next to Mary Davis' mother's which is why she can't vote, and the Kroger parcel is in another area, why is not able to vote if that is with Premier and we are voting on Kroger? **Climer:** Because the Ethic Commission opinion that I stated to everybody is that when you have a piece of property that adjoins another piece of property that is up for development, that in its own way such as close relative, (brother, sister or parent) and it affects the value of that property, then the person on council has a conflict. **Williams:** But we are voting on Kroger.... **Mayor:** She has already received \$18,000. **Davis:** She received \$15,667. **Hardin:** And the keyword here is 'adjacent.' **Climer:** Correct. **Williams:** So, I noticed that the opinion you sent was from 1998. Did we discuss this specific situation and get a new opinion or did we go off of something that was previously established? **Climer:** It was something that was previously established only. When lawyers look for opinions, they look for cases that are similar that have the same principals in them. You can't just go ask the Court for an opinion usually. They look for similar cases that have similar facts and similar issues and refer to that for guidance. **Williams:** And this is from the Ohio Ethics Commission, right? **Climer:** Correct. **Williams:** And they don't issue opinions on matters like.... What's the process for them to issue an opinion? **Climer:** The Ohio Ethics Commission can issue an advisory opinion which Courts don't usually do. You need to write them a letter, ask for their opinion and it takes quite a while. But if you have one that already provides guidance, you can assume they are going to decide the same thing. **Williams:** I thought that we had given them specific circumstance and got an opinion until I re-reviewed it and saw we were just looking at a similar case. **Climer:** I was operating off a similar case. **Warren:** Is everybody satisfied with what they read in Exhibit A? **Williams:** I'm not. In the Premier agreement, did we not have a specific rendering or drawing like we saw in the public hearing in the agreement so we would know what it looked like when they constructed it? **Warren:** Should have been in those red folders. **Williams:** But if it is not attached as an exhibit to this, how do we know what they are going to construct? **Climer:** Don't quote me, but I believe it's a drawing similar to this (shows pic). **Warren:** But there was a building picture that was presented to give you an idea of what the building would look like. **Climer:** I am not sure it was part of the actual development agreement. **Warren:** No, but it was the building that was approved by zoning and planning. **Williams:** But there is no description of the construction of the building: which way is the building going to face; where the entrances are going to be specifically in the agreement and there is no drawing. How do we know it's not going to change? We saw at the public hearing the actual drawing and my question is why isn't that drawing affixed to the agreement? **Climer:** Because that plan for the construction is not fully completed it and it has to comply with zoning and building ordinances. **Williams:** So, my question will be how do we have confidence in what is going to be built, which way it's going to face and those types of things? I didn't notice them within the wording of the agreement. **Warren:** Well, actually what happens is what we are approving is the agreement between the Village of Oakwood and Kroger's development. As far the building, the construction and everything, it's been submitted but we haven't had-during the time we have been on council-ever had anything more than the picture of the building or the renderings of the building that we've received. We have never had site plans or anything ever since I have been in Oakwood. When we passed an ordinance or pass anything related to it, we are not the ones that dictate the configurations or anything. That's the job of planning.... **Williams:** I am not looking to dictate. My question is just how we know what we saw.... This project has changed a few times. How do we know we are getting what we saw? Even with the last project with Premier, at first it was 3 buildings; we got a drawing for that. At some point it changed and became different looking buildings. How do we know without a drawing...? **Warren:** We can ask for a rendering by the next meeting because there is no completed drawings. **Williams:** What did we see at the public hearing? **Warren:** You saw a rendering. Just like everybody in other communities, you see a rendering of the building. Nobody goes to full scale drawings.... **Williams:** I don't think you are understanding what I am saying. I have never seen that drawing as a council person. That's what I'm saying. I saw it on screen. I have never received it. It will be different for me to look at it. I have never had it. **Warren:** I didn't know that. The drawing is one thing. Let's stick with the agreement first because there are things in the agreement.... **Williams:** Well, it says Exhibit A which is in this project site which caused me to ask. **Warren:** Let me just move forward. Doesn't anyone have any issues with the recitals in item A? **(no comment)** **Climer:** In answer to your question, Ms. Williams, there are no schematics attached to the Premier development agreement. **Williams:** My comment is simply we saw the drawings. I was only asking to see the same drawings we saw at the public hearing. I think that was a very simple request. **Mayor:** That you should have right with you. But understand at the same time, the building may be slightly shifted. They are taking core samples of the land. You have wetland, etc. issues to be dealt with as well. So, nothing is final until after they go through the procedure of a storm water management plan to satisfy as well as the Army Corp with the wetlands. But none of that is probably where

the building is however. Understand, there are those issues that need to deal with and that's what they will be doing before they have a final plan to submit. All of our buildings here have gone through the same process. **Warren:** Now that you have seen the building, does anyone have any questions as it relates to Exhibit A; the one that says 'Recitals?' Any have any plans relating to A, B, C, D or E? **Hardin:** CRAs are referred to just this one building? **Mayor:** There is the one building and additionally there's a vehicle wash and a small gas station. We are opening up an idea. It may be on the Premier property. They are going to have 25 of these establishments in the United States and whether they are using 500 robots or 1,000 robots, they are all coming out of England. It would be nice to be able to have that company in England to manufacture the ones that are going to be used in the United States here and in Oakwood Village. **Hardin:** Let's stick with where we are because the question is regarding the CRAs, we are not going to extend these same CRAs to.... **Mayor:** Absolutely! Are you kidding? Absolutely. **Hardin:** But it's not in this agreement. **Mayor:** There probably isn't anything on this piece of property without it getting rezoned for any additional building on this property. All I am saying is don't start getting involved with CRAs because believe me, this Village has prospered because of it and so has.... **Warren:** The answer to your question is the CRA is for the whole site and then they subdivide that site. Meaning that they took a piece of that land and proposed to sell it to Kroger. But the CRA was for the entire site that was owned by Premier. Premier took a piece of that site and proposed to sell it to Kroger. The CRA would be on that entire site. So, whatever Kroger does, they get the CRA and whatever subsequent development will get the CRA because it's been approved for the entire site. **Hardin:** Once we approve the CRA and the TIF for what we are looking at right now. When all of these other things happen, the clock starts again. They are not part of the original or are they? **Mayor:** No they have to go through their own process. They are not keen themselves on this idea and I haven't spoke to Ocado in London. But there isn't any room on the current site at the 28 acres to be putting that building. **Williams:** However, if they did find space, they would not have to come back to Council to build another building? **Mayor:** Oh no, they have to. First of all, by not being on this site, they are looking at an adjoining piece of property.... **Warren:** The question is, will they have to come back to Council if Premier decides to build on their site, whatever they own. Even if it was a carwash. Would they have to come to Council to get the approval? **Mayor:** Yes. **Williams:** And that is the same for the 28 acres that Kroger will have if they build? **Hardin:** The answer is yes. **Mayor:** At this point the only thing that can be done on that site itself, the vehicle wash and the vehicle getting fuel. That's it. **Hardin:** Where is that operation broken down the in agreement? (Carwash or filling station). **Climer:** They need to apply for a permit for those. **Hardin:** This is the Mayor saying this what has to happen. **Warren:** It was in there. ***inaudible-multiple voices*** **Climer:** The description of that is they have the authority to apply for accessory buildings but they have not yet done so. **Williams:** Where is that in the documents since we are discussing it? **Climer:** I don't think it specifically lists it in the documents. There is mention of accessory buildings, but they have to comply with the Code. **Hardin:** If you want to move to (Exhibit) B because I have real questions there. **Warren:** Does anybody have questions on (Exhibit) A? **(none)** **Warren:** The one thing I said in Article 1: *'The Company is considering constructing or causing to be constructed on the Project Site the Building. In addition, Company may construct or cause the construction of additional buildings as part of the Development, to the extent deemed economically viable by Company and determined by the Village to be in compliance with the Village codes, rules and regulations.'* **Hardin:** *'If the Company elects to proceed with the Project, the Company shall be responsible for and undertake the construction and landscaping of additional mounding in the areas described in Exhibit C....'* So, we know that they are going to do that and be responsible for covering the entire front. **Climer:** Correct. **Hardin:** *'The Company agrees that it will not utilize Macedonia Road to access the site at any time without prior written consent....'* **Mayor:** we talked about that. **Climer:** They agreed strike the *'...without prior written consent....'* **Hardin:** Thanks, Mr. Mayor. Then it says, *'The Company acknowledges that economic development incentives will not be available through the Village for any expansion to the north side of the Project Site.'* What are they talking about here? **Climer:** It would be the residences near the corner of Alexander and Macedonia. **Mayor: (with pic)** Here is Macedonia. You were first talking about the issue with the landscaping here. This is what is currently looks like with a gaping hole on the mound itself. All that will be done in 2022 as well as an "L" shape to make sure the backyard is screened as well. That will be occurring right in here. We are talking about these 4 homes in here and those homes would not be going to Kroger for development. **Hardin:** That's the north side. **Mayor:** Yes. These homes cannot be used for the Kroger site to be developed. They are residential homes. **Hardin:** So, unless it is confidential, Premier has not approached anything here. **Mayor:** No and they wouldn't. Nothing is going to happen here. The only homes we are talking about are right here. **Hardin:** The Section 1.02 *'Job Creation. As described in Section 2.01, the Company will endeavor to create approximately Eighteen Million Dollars (\$18,000,000) per year in annual payroll in the Village within three years after the Development is completed.'* I thought we were guaranteed. What does 'endeavor' mean? **Mayor:** So, in other words they are saying they are going to assure they are going to have a payroll of \$18 million. Not in the first 2 years, but if there is a shortfall, from year 3-15, they have to make up the difference in that year. If in fact they fail to do

that, they will be given notice and they have 90 days. If they don't, we strip them of the incentives and we will actually be getting more than what it would have been if they were getting the incentives. So, we will be taking away their 75% CRA. **Hardin:** Where is that written? **Climer:** Section 2.01. **Warren:** 'The Shortfall Payment shall be equal to the difference between \$450,000 and the amount of income tax revenue received by the Village for that calendar year from the Development.' **Hardin:** '...is less than \$18,000,000 for any calendar year beginning with the third (3rd) calendar year after the Development is completed, the Village may terminate...' **Mayor:** And to make it more incredible, that is the gold standard. Let's also say this; once they start building their building, we can use this agreement as collateral from the bank for a major loan. That's how solid this is in terms of once this document is signed and Council approves....

Hardin: Guaranteed money in the bank. **Mayor:** Guaranteed as collateral for wanting to have a loan of \$1 million to be doing something. This baby will be worth \$615,000 a year from the 3rd to the 15th year based on an appraisal of the building for \$25 million. They are planning to spend \$50-\$55 million on the building. But because there is so much technology in it, the County will probably only appraise it for \$30-\$35 million. We are being conservative and using the \$25 million. So, even at \$25 million, we will still be getting the amount of \$165,000 from the property tax on that building in addition to the payroll of \$18 million at 2.5%. That's \$450,000. So, \$450,000 for the building and the payroll and \$165,000 for the TIF for the building, that's your \$615,000 from the 3rd year to the 15th year. And that's how that reads. Now incredibly if they renege, what we would be getting from the 3rd to the 15th year is \$911,000. **Hardin:** They mentioned incentivizing. One resident asked will residents have priority in hiring. Mayor, if you recall, that provision is in a lot.... But we never know. No one ever follows up. **Mayor:** I think this will have a little higher profile with the project. ***inaudible-council person talked over Mayor*** Other companies have it. It's too bad. Swift Filters will be expanding again on Forbes Road. **Hardin:** We do not have anything in place to my knowledge over the years, to verify these employment figures, pro or con. **Mayor:** Once a year, that is reported to Council. WE have to report to the County their percentages of hiring. We have provided that to Council. I don't think we have in the last 2 years, but it was pre-COVID. We should ask the Clerk to ask the administration for it every year. That's another issue. If that is the issue, I would like something in place; I think he mentioned your name (Matlock). **Matlock:** ***inaudible-two voices*** ...on the interviewing board for candidates who are going to.... **Hardin:** You are aware of this situation. **Matlock:** No, I am not. I just heard it at that one meeting. But then again, I'll just go back on that. For a company of that size, is there some way to put a percentage? Because they are going to go with the best qualified. Then, there has to be some type of criteria that they would have to meet in order to get at this company. Is there anyway to add that? Like a certain percentage of our residents can be hired at this facility or is this something.... **Mayor:** Let's use the wording that we have in these exhibits. It's pretty good language but rather than.... **Warren:** OV residents should receive some time of priority consideration for hiring. Qualified OV residents. ***inaudible-multiple voices*** **Williams:** ...this says job consideration. It doesn't talk about job fairs. It just says it will bring in \$18 million. I see the resident's point. I would like to see something specifically in the agreement that our residents will be hired at some percentage. **Warren:** What I am saying is we could mention OV residents will get some priority consideration for hiring. You can't say to someone to hire this person and they don't have the skillset. You can hand people money. You got to have some type of skills. **Matlock:** You can't drive a van without a license. ***inaudible-multiple voices*** **Matlock:** You can't answer a phone without customer service. **Williams:** ***inaudible-spoke over*** **Warren:** I know that, but we already said is what we propose is that qualified OV residents will get priority consideration for hiring. You can't put a percentage on there. **Hardin:** If it ain't written, it ain't happening. That's why I am taking this position. This is a wonderful project if we get what we want out of this. You got the Federal Government, you got the County, you got the State. Everybody in the world is all excited and this is a great thing. But we want to make sure we get what we're asking for. And it has to be in writing. So, back to the question. Whether it happens or not, it has to be in writing.... ***inaudible-multiple voices*** ...I agree. We can vote on a percentage, but it has to be in writing. **Mayor:** Christine, pull out Thermos for the job creation tax credit. **Hardin:** And what is the committee review? What is that about? **Mayor:** I will recommend that a member of Council will be part of the interview process and that should be the Council President. **Hardin:** I want it in writing. Mr. Law Director? In writing. **Climer:** Yes. **Hardin:** We worked hard and long the last 3 days looking at this agreement. **Warren:** Any other questions as it relates to 2.02 (2.01 was being discussed) in Article II? (none). Is that okay with you Ms. Williams? **Williams:** I would like to see the wording. **Hardin:** Section 1.03. **Williams:** Previously in 1.03, Premier was covering landscape, signalization, etc. I see it keeps referring to OV for some of these costs (**Sec 1.04 Cost of Improvements**). Why are we now assuming costs and if so, how much is that for us in terms of landscaping and the signalization? And it says something about the roadways being rededicated back to OV. So, then will we be responsible for the upkeep of the roadways? **Climer:** That is the same as the Premier agreement. It's a dedicated roadway. **Williams:** But not the landscaping and signalization. **Climer:** The signalization is OV cost as is the synchronization of the signalization. The engineer has grants for that and he has communicated that between the grants that OV has, it's on

its own. And the ones that Kroger has that we share in, the entire cost should be covered. **Williams:** What does “should be” look like? Could something fall through? Is there a grant that is not necessarily...? **Climer:** He indicated that in the absolute worst case, OV out of pocket would be \$100,000. And that is if everything fell through. **Mayor:** Let me say this and we will get back to that. Nondiscrimination hiring. *‘By executing this agreement, The Company commits to following non-discriminatory hiring practices acknowledging that no applicant may be denied employment on the basis of race, color, religion, sex, gender identity, national origin, ancestry, age, disability, creed, status as disabled or Vietnam-era veteran, or any other characteristic protected by applicable law. The Company further agrees to use good-faith efforts in giving hiring preferences to Oakwood Village residents provided that they are otherwise qualified for the position under consideration.’* That was the language satisfactory for what you are asking for. **Hardin:** There are two things that I would like to talk about tonight. The gentleman that came before Council that said the all the mature trees were taken down. And you said that you have what you need to replenish those out back. I would like to have it in writing that the ***inaudible word*** that is needed to give him the sanctuary that he can enjoy; that he paid for. Whoever is going to bear the costs, I would like it in the agreement that we will refurbish that man’s property. ***inaudible-multiple voices*** **Mayor:** The Yarborough property is being relandscaped. **Davis:** Mrs. Maddox talked. The property to the right of her is owned by Premier where they cut down the trees and took everything down. ***inaudible-multiple voices*** **Hardin:** I walked back there. He deserves to have that restored. **Mayor:** That is being restored by Premier and they are spending \$75,000 to do it. **Hardin:** Is it in a written agreement? **Mayor:** We got rid of the Premier agreement, so we have to do that with Premier. **Hardin:** That’s why I said what I did. When we get to the cancelation, I’d like that have that written in. If we are going to cancel the deal, that and one other thing. **Climer:** The alternative is they are proposing a replacement development agreement. I haven’t addressed that with them yet. But that may be an appropriate place to put that. **Hardin:** Well, I am not going to cancel it if we don’t get what we need. **Warren:** We will add that to the Premier. The other issue? **(discussions with residents about planning commission meeting notes. Do not have, so did not include communication.)** **Hardin:** The other thing is that can be worked out. **Warren:** Just for the record, this is a binding commitment if planning had it in there. But it isn’t binding if it was part of the minutes and part of the presentation. It’s documented. We will have it added to the Premier agreement to carry is forward on that agreement. What was the other? **Hardin:** When we entered into the exterior maintenance program to incentivize work, we used \$80,000 out of the general fund, correct? **Mayor:** Yes. **Hardin:** I’d like for that to be replaced because we will have to wait until this is developed. We had an agreement with Premier that gave us those projections. **Mayor:** It still isn’t going to come in until its actual development going on and there hasn’t been. We were assuming, this was before the Kroger thing came up, they were anticipating something happening a year and a half ago. That’s why we started the program. We had to stop it and we spent \$85,000 in expenditure up till now and it’s stopped until actual money being generated from what’s going to be there. That’s when it starts. **Hardin:** So, it’s our fault as a community for spending that money in advance of the project? **Mayor:** Come on. It was done in good faith ***inaudible-multiple voices*** and again, COVID and things changed. **Warren:** The question is will the village get reimbursed for the \$80,000, Eloise? **Hardin:** The fact that we spent the money in advance because we thought we would have it. So, if you are saying as a council and an administration, shame on us. **Mayor:** This was pre-COVID. Once COVID hit, everything stopped. **Hardin:** It was just a suggestion. I am asking if that can be included and if they don’t want to give it to us, that’s what we did. So, we spent it. **Mayor:** So, who will be giving it to us? **Williams:** Premier. It was Premier’s project, right? **Hardin:** That’s what I thought, and it was spent contingent on monies coming in. **Williams:** If you are saying that Premier has another deal coming in then it should be included. **Hardin:** It’s just a thought. **Warren:** It can be put in Premier’s exit. **Hardin:** As you can tell, I have been thinking through this. If I get these things, you got my vote. Other than that, it’s a no. And I don’t think it’s a lot. This project is awesome. The president brought up and good point. You have done some awesome things and to me that was the reason I supported you. This is our exit out of here. And I want to make sure I support you and it’s something that we can be proud of. I don’t think we are asking a whole lot, but I think we are getting a lot. **Warren:** I think we put it in the Premier agreement, and we let Premier, and Kroger work it out between each other. **Climer:** There is no obligation for them to reimburse us \$80,000 and that may be a difficult sell. **Mayor:** That will be a level over years and that would be a part of that. **Warren:** But landscaping is for sure. **Hardin:** This is the wish list. And I don’t think it will be hard. The fleet of the little vans, the company has control over their ingress and egress out of the Village. I want something in writing that the fleet will only use that one route in and out. Cannot turn right or left. I need them to handle their business, get on the freeway and head out. **Mayor:** That is very clear. We are looking at putting a calming island on the right of the exit from that site. Or actually going east on Alexander and having one lane. Because the on the gentleman that lived on Alexander was noticing-and we noticed too-that you are getting cars with the two lanes going through that stop sign. Another one is right behind them, and they are going to go with them. We have been monitoring that and it has been a problem. We care not to have another stop light there. The answer to doing this is just

what we are seeing with Swift in Forbes Road is putting a calming island in. It really slows things down. Other than delivering to a resident, none of these vans are taking Fair Oaks out and Oak Leaf back in. **Hardin:** There is no advantage to going left or right. But I want it in the agreement please. To use that road in and out of the Village. **Williams:** But that's not what you just said. You said if they have to deliver, they will. **Mayor:** Of course, if there is a delivery to someone's home, they are going to take Alexander. These are 4 wheel vans. **Hardin:** If they have a deliver in the Village.... **Williams:** But I am serious. Why would they put that in the agreement if they have to go into the Village? **Warren:** I don't see no sense in putting that in the agreement. **Climer:** The specific reason they located there was highway access. **Warren:** And the roads are exclusively ingress and egress to that property is them anyway. **Williams:** Will you just clarify because in the public hearing we said they would not go into the neighborhoods. **Warren:** If they have deliveries in OV.... **Williams:** If you don't explain the project, you have got to answer questions. **Mayor:** If they are making a delivery, they are going on Forbes, they are going to go through the Village. **Williams:** That's not what they said in the public hearing because I had a resident ask me that. It just said they will not go left or right. That was what was said. **Warren:** In the hearing we were at, it was said that they are going straight out the Village and the only time that you will see their vans in the Village is if they were doing local deliveries. It was said at our hearing. I don't know about anything else. **Hardin:** That was said I don't see why we cannot ask the company to adhere to it. **Warren:** You don't all of that in an agreement. There is one thing to have an agreement but there is another thing when you are protecting the residents.... **Hardin:** Why would they not protect the residents from the traffic pattern? **Warren:** First of all, they have one way in and one way out. ***inaudible-multiple voices*** **Matlock:** ...any type of deliveries to this area. And honestly, to me you have a lot of senior citizens now or a lot of people that use this InstaCart. You are going to have a lot of individuals who are going to.... **Hardin:** I did not say do not deliver to our people in the community. **Mayor:** Okay this is Paul --- Director of.... **Speaker:** ***beginning inaudible*** We have a preliminary report within the County that you have every right to do that. You may hear directly from the County executives later. Just wanted to give you a heads up. Of course, we don't do your local law making but assume that you have the correct laws on your books. But there is no objection from the County side if that's what you want to do. **Mayor:** Therefore again, you are not going to see any 18 wheelers or box trucks going through OV from this project. **Hardin:** I would like to make a public statement. I have dealt with the Mayor, talked with the Mayor and he has been more than accommodating as I had concerns about the semis. So, that's a disclosure. I will ask one more thing. Could you please and have it put in writing and that is my last request. You promised her (Pat Malone) to satisfy the people in Ward 4 that is taking this on; can you please put the mound up that we promised her with the trees? **Mayor:** I talked to Ed Hren. Here is the problem on Drake (**showing pic**). Here is Alexander. The problem is there is a gully right there. What we could do, is we could mound the first few lots here. Normally when you have a wall go up, the street runs parallel to the vehicular road. But in this case, it does not. It is perpendicular. It is so bad, until it gets resurfaced, all you are hearing is noise. So, it will be an improvement. But I talked with Ed and he doesn't think much can be done. But we can do something. We can landscape the first 2 or 3 houses on each side. **Hardin:** The mound won't help her? **Mayor:** Well, we can put a mound in her yard, although the problem is the gully. It's a wetland. It goes down and you can't be throwing dirt in there. That's the problem. We will do what we can. At the same time, what we are going to do, here is Alexander. We are certainly going to make is presentable for people making a lefthand turn here for people going on Fair Oaks. Right now, there is nothing. **Hardin:** And if you moves you to fix it up because you are sending people over there. **Williams:** But what we are there is absolutely zero options to inhibit sound in that area? **Mayor:** Ed has worked for 17 communities. Tomorrow, take a ride down Fair Oaks and you are going to notice at Drake, there is nothing but a gully there. It's unfortunate because you can't throw dirt on there. It's a wetland. **Davis:** Can we put pipes in there and cover it? **Mayor:** As I said, we would do something. I don't want to make a promise and not deliver. I was thinking we could do more than I was hoping for but we can't do it. But we will do something to satisfy those first few houses. She is about the 4th house down, but we can do the first 3 or 4. **Williams:** I think my question is, if you are talking the first 3 or 4, is that helping the sound? That's what she's getting at. **Mayor:** Because of that situation, normally when you see walls going up, the ground is usually much higher to begin with which is a help as well. In this case, it is low and then it's the gully which is unfortunate. **Hardin:** Nothing to put the wall on. **Mayor:** yeah. **Williams:** And on the freeway, there is nothing? **Davis:** Bedford Heights has that wall. Is that for sound? **Mayor:** But notice on that, even the ground is higher. Either that road is running parallel to 271 or it's much higher to begin with. **Hardin:** Has the State looked at this? **Mayor:** Ed has been doing this. He is a pro on noise and what can hinder the noise, but he says there is a problem. I don't like to hear that either. I told Pat as well we want to do something. So, we are going to do something. It will make a difference once this road is fixed. We will look at High Road too. **Hardin:** I am going to say it again; I want it in writing that there will be improvements on those streets to allow those people to live with what may be about to happen. **Mayor:** You will have something in writing from my office. We have delivered and not just done the talk. **Williams:** I have a question. It says, '...if

construction of the Project does not commence by December 31, 2024....’ Since we were just in that situation, it looked like or some residents stated it looks like some type of drilling is going on. Is that Kroger already doing something?

Mayor: That is Kroger checking out the land. **Warren:** Just to let you know, what they do is they have to drill core samples to see and they have an engineer firm to determine the compaction ability in those the low bearing compacity of the soil. So, they do this in certain areas so they know how to design the building. Or what they need to do to enhance the soil. They may have to bring in stone. They may have to do compaction. They drill to see how the structural integrity of the soil can carry to load of the building. **Williams:** So, Premier went in and removed trees, etc., if this project doesn’t commence, whatever happens until 2024, is there some provision in here for them to restore it back.

Warren: That will have to be between Premier and Kroger. Because Kroger is buying the land from Premier. **Mayor:** Kroger is absolutely committed to putting that mound up in 2022 on Macedonia. So, we’re talking about the area on Alexander that’s an opening that has to be corrected. **Williams:** I think you misunderstand my question. Kroger is who we are trying to approve. If this gets approved and they do not do construction by 2024, then that’s it, it’s a done deal.

Warren: Right. **Williams:** Whatever they’ve done or disturbed or removed, is there a provision in here where we are not talking about what we are talking about with Premier right now. Can they go back and fix trees? Is that in here this time? **Climer:** The purpose of that clause is to make sure that they don’t buy the property and then decide they are not going to proceed, and it sits there empty. If they don’t begin construction by the end of 2024, they are obliged to market the property to somebody who will. But in terms of disturbances to the land, they are just like any other landowner, they have certain obligations under our Code not to maintain a nuisance specifically saying, ‘if you move some dirt, you have to put it back.’ That’s governed like any landowner. **Mayor:** But Jim in this case, they agreed on the mounding on Macedonia Road to do it in 2022 regardless of whether they are starting in ’23 or ’24. **Williams:** **inaudible-multiple voices** ...are we just going to have an area that looks the way is does is my point. Where is the provision for that if they don’t come through in 2024? **Climer:** You heard what the Mayor said and that.... **Mayor:** They are signing an agreement which spells out in 2022 they have to do what they said they were going to do on Macedonia Road flat out. Now regarding Premier on this place on Alexander, that’s our thing with them.... **Williams:** I wasn’t going in to that far.... **Mayor:** This is good whether they start in ’24 or not, in ’22 they have to not only put up the new mounding, but there is also work to be done fertilizing and things like that on the existing mound. **Warren:** IS that in the agreement? **Mayor:** Yes. **Climer:** It’s Exhibit C. C is there obligation to finish the mounding and details are going to be in a side agreement. **Warren:** *‘Existing mounding along Macedonia Rd. shall be extended both north and south to the Project Site boundary. The additions and any modifications shall be compatible....’* If this is Exhibit C, it will be very easy to just add into this wording. Now this is Exhibit C: *‘Existing mounding along Macedonia Rd. shall be extended both north and south to the Project Site boundary. The additions and any modifications shall be compatible with the design and purpose of the original mounding and landscaping of same.’* We can just add the provision that they guarantee to continue the mounding, like you said they were going to do, and we can add that right in here to say that mounding will be completed by **inaudible-multiple voices** **Mayor:** I don’t think it has been put in here yet the dealing particularly with the north side of the existing mounds as well as maintaining the mounding that already exists. I wasn’t going to be as keen on the south side until ’23. But clearly this big gaping hole on Macedonia on the north as well as the existing mound will be dealt with in 2022. **Climer:** This is a late addition. This is being addressed in a side agreement. And we are working that as quickly as we can. **Hardin:** But I think this meeting is perfect if he is trying to make this happen. Tonight, you heard what the request is so, you are agreeing that the year 2022, the mound is going to be completed. So, the next time we see this that agreement and those dates will be in Exhibit C. **Climer:** I am not sure we can get it in there by.... **Williams:** That’s what I am concerned about. When you say a side agreement, you want us to approve this as is and trust that we are going to get what we want after it’s approved. **Climer:** I said, the details on the mounding were a late addition. I have been trying to get it added to this. I don’t know that we can get that done by tomorrow. **Warren:** What we could do is let them know that if we don’t get it added to Exhibit C, then we are not going to move on it until it’s done. **inaudible-multiple voices** **Williams:** To further that, is Exhibit C the total cost of Kroger? And then do we assume any landscaping costs at any point and time with these mounds? **Hardin:** Yes, after 5 years. He has been saying that all along. **Williams:** And do you recall, is that the same in Premier? **Climer:** It is. **Williams:** 1.04 says, *‘The Village will use best efforts to apply for grants from the Ohio Department of Transportation, JobsOhio and other sources (i) as to the Roadway (as defined in Exhibit B), up to the sum of \$91,050,000 and (ii) covering the cost of the signalization (estimated to be \$125,000 to \$150,000), which grants are intended to partially pay for costs of the Public Improvements, provided that the Village shall have no responsibility to pay all or any portion of such Roadway or signalization costs if grants are not awarded.’* Then who does the cost default to? **Climer:** That is an error in the sentence about the Village shall have no responsibility to pay for all or any portion of the roadway.... This error was discovered yesterday. We are responsible for the signalization, but we already have the grants in hand. So, it’s the discussion that I had with Mr. Hren. The

sentence that says, ‘...the Village shall have no responsibility to pay all or any portion of such Roadway...’ is correct. The incorrect part is, ‘...or signalization costs...’ **Williams:** So, ii? (2) It has i or ii beside it (1) (2). ***inaudible-multiple voices over law director* Warren:** ‘...covering the cost of the signalization (estimated to be \$125,000 to \$150,000), which grants are intended to partially pay for costs of the Public Improvements, provided that the Village shall have no responsibility to pay all or any portion of such Roadway or signalization costs if grants are not awarded.’ ***inaudible-multiple voices* Climer:** Start at ‘...provided that the...’ should be ‘...Village shall have no responsibility to pay all or any portion of such Roadway if grants are not awarded.’ **Warren:** He is removing ‘...or signalization...’ **Williams:** ‘To the extent not covered by a grant(s), Company shall be responsible for payment of all remaining costs of the Roadway.’ **Climer:** That is Kroger. Kroger is the “Company.” They are responsible for the roadway whether grants are awarded or not. **Williams:** It doesn’t read like that. **Climer:** If you look at Exhibit B, ‘...to be designed and constructed by the Company at its cost to Village standards pursuant to an agreed-upon inspection protocol...’ That means that the Company pays for the road, grants or not. And the Company is Kroger. **Williams:** And you are saying some of these changes that you just caught will not be ready by tomorrow? **Climer:** No, that will be. **Hardin:** Okay, ‘signalization and realignment of Fair Oaks Road at Alexander Road adjacent to the Project Site entrance; to be completed by December 31, 2023; to be designed and constructed by Village at the Village’s cost as reduced by...’ Do we have any idea what this will cost is? **Climer:** Ed Hren gave me the cost and there is a grant in hand for that. That is what we talked about before. We have a combination of grants OV has on its own and the grants that are in hand that Kroger has obtained. Between those two, he believes the cost will be offset and the absolute worst case if nothing comes through from the Kroger grants is \$100,000. **Warren:** ‘A zoning certificate and all other necessary governmental approvals allowing the use of buildings for the purpose of receiving and reloading of groceries and other goods transported to and from the Project Site by motor vehicles, including trailers, as well as a gasoline station, a service station, a repair shop operated in conjunction with that use, and parking for at least: 25 tractor units, 35 trailers, 250 delivery vans, 500 personal vehicles.’ **Williams:** This goes into liability insurance, and I had a question asked of me. Somewhere in here is says that the certificate will be provided electronically or something. Is there some legal issue about them giving us the certificate and whether it’s transmitted...? **Climer:** No, it’s not. **Williams:** Like a web-based memorandum of insurance evidence or something like that? **Climer:** It is not at all unusual to receive certificates of insurance from another company that they got insurance and your name is an additional insured. The rules of evidence prove that copies are as admissible as the original unless somebody can show some reason that it has been forged. So, there is no issue with it being a web-based copy. And I think that is referring to if they elect to be self-insured; if they can show a net worth of \$50 million, they can be self-insured. Otherwise, they provide a certificate of insurance. **Warren:** Any other question? **Williams:** (Re: section 2.02 (d)) There was a question asked of a resident at the public hearing regarding the sizes of the vehicles. They just kept talking about deliver vans. But there is 25 tractor units, 35 trailers in the agreement. Do we know the size of those? **Warren:** This is just saying what the tractor and trailer units are. **Mayor:** That’s not what was said at the actual meeting from the operation office. They were talking about 13 to possibly 18. It may be full blast at the beginning. Right, they were talking 250 vans, 500 employees and there isn’t hearing that with the trailers at all. First of all, it’s good that they are going around the I-271 side and not going around the back of the building. But I am not hearing anything about 30 trailers. **Climer:** It refers to parking. Parking. Not operation of that. This is referring to the parking. **Warren:** ‘A zoning certificate... approvals allowing the use of buildings for the purpose of receiving and reloading of groceries...to and from the Project Site by motor vehicles, including trailers, as well as a gasoline station...,’ and then they just identified those things. **Williams:** Are you saying they are going to be parked there and never move? **Climer:** No, I’m not saying that at all. I’m saying this doesn’t refer to the number in and out. It refers to the amount of parking spaces.... **Warren:** In other words, he’s basically saying that parking design is to accommodate those vehicles. **Williams:** My question was, do we know the size of the 25 tractor units, 35 trailers. Do we know the size? **Mayor:** 52 feet. It’s normally what you see.... **Resident Sizemore:** What I ask them to do is to go over and see a sample of Giant Eagle that has that place right there on the corner of Richmond Road. You can drive around back and see how they got their whole set up. It’s exactly how they are going to set that up over here. And you would see the 58 footers (depending on cargo).... **Mayor...** or 53 footers. Just on the bridge on Broadway crossing from the west side to the east side, in 3 minutes and this was around 9:30 in the morning, there was 7 18 wheelers. All you do is go to Linear Logistics and you can see them all pile up over there. **Warren:** In other words, this is designed to accommodate the number of vehicles. There is no guarantee that how many vehicles there will be. **Williams:** The question that is being asked is the size of the tractor trailers, so 53 feet? **Warren:** The trailers are usually the length and can be various sizes. ***inaudible-multiple voices*** Those trailers are going to be pulled off that route and right to the interstate. Trailers are just there parked 90% of the time. The only time the trailer is moved is when it’s loaded and taken off or when it is backed into the bay to be loaded. Tractors are smaller. **Hardin: (Section 4.04)** ‘Village and Company agree that,

following completion of the Public Improvements, (a) Company shall maintain the roadways which are located on the Project Site until such time as the roadways are dedicated to the Village....' Is that procedural? Are we ever going to dedicate that street? **Mayor:** You mean the road entering the site? Like we have done with it was Mount Zion or Thermal Fischer, all those have been dedicated. As well as the road going to the hotel. **Williams:** I missed a question on 3.01 regarding '...not later than thirty (30) days after application for permits....' I thought our planning commission only meets once a month. So, is 30 days a sufficient time frame? **Mayor:** We can have special meetings. **Climer:** It is reviewed by the building department. **Warren:** 'The Village shall cause timely review of all Plans and Specifications and shall issue its decisions not later than thirty (30) days after application for permits have been made by Company.' It's obligating the Village to receive, act on it and process it right away. **Climer:** These are building plans that have been assured by Mr. Marinucci and Mr. Hren that this is doable. ***inaudible-multiple voices*** **Warren:** It doesn't go through planning because it has already been through. This is just to get the permit. They wouldn't have been able to apply for it had it not gone through planning. **Williams:** Do we know when the roadway will be dedicated to the Village? **Climer:** When it's completed and when Mr. Hren approves it. **Williams:** And it's scheduled to be completed prior to the project starting? **Climer:** I don't think there is a specific date. **Williams:** So, they get a 75% tax abatement but at some point, we become responsible for roadways, drainage, the trails, landscaping. **Climer:** The trails are ours. They are creating them and paying for it on the public right of way. **Williams:** So, even with the tax abatement, we will still incur cost of maintaining? **Climer:** Yes. **Warren:** Any questions? **Hardin:** So, regarding scholarships, can we say that is going to happen? **Davis:** Is it already in the contract? **Mayor:** Yes, we will be getting \$20,000 as soon as the building is up. Starting next year in 2023, it will be coming out for 10 years. **Warren:** Interstate McBee will be specific to scholarships. **Mayor:** My suggestion with Kroger would be 80% camp and 20% scholarships. **Hardin:** Let's write it. What we are asking, will you write it up for us? **Climer:** Yes. **Davis:** 80% for youth program and 20% scholarships. (Same conversations again with the landscaping. Not retyping.) **Williams:** I have some random questions to be answered. How did you arrive at the 5 years for them covering the irrigation and the landscaping or maintenance, but the tax abatement is for 30 years? **Mayor:** Tax abatement is for 15 years; the TIF is for another 15 years. That's what they put together. I thought it was fair enough. **Williams:** '...before the end of calendar year 2028, a second structure is completed to handle robotic research....' **Mayor:** They can't put that building in those 28 acres. They would have to expand going south. Or they could be doing it on the Premier property if that would happen and there is no guarantee because that's the 4 houses. The people would have to sell their homes and at the same time it would have to be rezoned. I didn't know how much land they were taking to begin with so I included that as a potential because I was looking at this Ocada thing with the robots. **Williams:** Is there any reason it remains in the agreement if it's not being done? **Mayor:** It would have to be approved by council anyway. We can leave it in there. If Ocada wants to put up a 2,000 square foot building, that could happen. But there is no room for a 10,000 square foot building in that lot. **Warren:** I think we should leave it in there. It's not going to make a difference one way or the other. If they want to expand or add anything else, they have to come to council first. They have to go to planning and you have 30 days to review what planning says. ***inaudible-multiple voices*** **Council poled 3-2 with Williams and Harding opposing. Leaving in agreement.** **Williams:** In the public meeting, a resident asked if there was an impact study done on rodents which was not answered. Was there an impact study done or not? **Warren:** No. **Williams:** There is no study. A resident asked about the details regarding the gassing station. What does that look like and where they are going to put it? **Mayor:** (Showing pic) It's going to be in the lower lefthand corner. **Williams:** Is that the fleet wash area? **Mayor:** I think it's nearby. They were very small.

Ord 2022-12
Introduced by Mayor &
Council as a whole
2nd Reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
ACKNOWLEDGEMENT OF TERMINATION OF THE PROJECT DEVELOPMENT
AGREEMENT WITH PREMIER OAKWOOD, LLC., (HEREINAFTER "THE
COMPANY") AND DECLARING AN EMERGENCY

Motion to remove 2022-12 from table by Callender; Seconded by Matlock

VOTE YES: Warren, Callender, Matlock, Williams **VOTE NO:** Hardin **ABSTAINED:** Davis

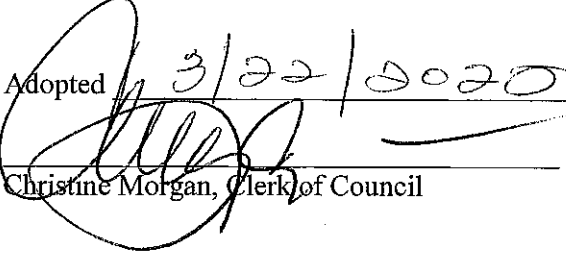
Warren: This is the termination if Kroger passes. The question asked is if there is still property owned by Premier, why are we terminating, and the answer is it is isolated to this area being developed. **Climer:** It would have to be negotiated if they moved forward with the other project. **Williams:** What does the February 11th date refer to? **Climer:** That is when Premier entered into the agreement with Oakwood. The property was sold back to them, and we entered into the development agreement. **Warren:** Remember when we bought the land and put up the million dollars? The land

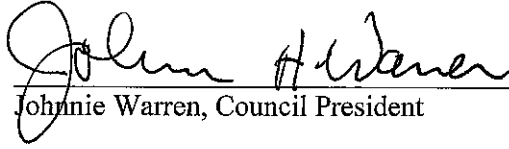
belonged to OV. Then after they got the grant, then we sold it back to them. That was last year. **Warren:** Remember on this one the addition of the restoration of the landscaping.

MOTION TO ADJOURN by Callender; Seconded by Matlock
VOTE YES: Warren, Callender, Hardin, Matlock, Davis, Williams
MEETING ADJOURNED: 8:35pm

Adopted

3/22/2020


Christine Morgan, Clerk of Council


Johnnie Warren, Council President