

Thursday, October 20,

21

The Bainbridge Township Board of Trustees met in special session at the Bainbridge Town Hall on October 20, 2021 for the purpose of a public hearing. Those present were Trustees Mrs. Lorrie Benza, Mrs. Kristina O’Brien, and Mr. Jeffrey Markley. Mr. Markley presided and called the meeting to order at 5:00 P.M.

The transcript from the **Public Hearing re: Signature Square of Bainbridge, LLC** is hereby adopted to serve as the meeting minutes. The transcript is attached to and becomes a permanent part of these minutes.

Since there was no further business to come before the Bainbridge Township Board of Trustees, the meeting was adjourned at 5:48 P.M.

Respectfully Submitted,

Janice S. Sugarman,
Fiscal Officer, Bainbridge Township

Date

Date

Date

Minutes Read: _____

Minutes Approved: _____

Signature Square of Bainbridge, LLC vs. Bainbridge Township Board
of Trustees

SIGN-IN SHEET

Please print your name and address

Ed
LENNON

E. Lennon 19025 Brewster Rd

DIANE LENNON, 19025 BREWSTER RD.

Mabel Kepp 8260 STONEY BROOK DR.

MATT MYERS 18330 GEORGIA LAKE RD

A TISLER 17355 LONG MEADOW

Patty Clark 17490 Merry Oaks

Bob & Gloria 8498 Lupin Ln

Brian Furman 18823 River's Edge Dr West

Alice Kelly 8415 Tulip Lane

Joe Gutosky 17813 Lost Trail

Maylan Mele 8385 Tulip Lane

Leanne Carney 18750 Brewster Rd

Chris Caprette 18130 Georgia Lake Rd.

Lane Schuy 9057 Bainbridge Rd

Janet McCann 8860 Apple Hill

Lori O'Neill 8861 Tanglewood Tr.

Signature Square of Bainbridge, LLC vs. Bainbridge Township Board
of Trustees

SIGN-IN SHEET

Please print your name and address

Dr. Craig Woodson 17950 Greeng Lake Rd, CF4402-5
6

JOSH KOPP 8260 STONEY BROOK DR.

AFFIDAVIT OF PUBLICATION

The News-Herald
7085 Mentor Avenue
Willoughby, Ohio 44094 • (440) 951-0000

Bainbridge Township
17826 CHILLICOTHE RD
BAINBRIDGE TOWNSHIP, OH 44023

RECEIVED
OCT 18 2021
FISCAL OFFICE
DEPT. *[Signature]*

STATE OF OHIO, LAKE COUNTY, ss.

[Signature], being duly sworn, is the designated agent of the News-Herald, a newspaper printed and of general circulation in the Counties of Lake, Geauga, Ashtabula and other districts; and in compliance with sections 7.12 and 5721.1 of the revised code of the State of Ohio amended, effective September 14, 1957; that the attached notice was published.

Bainbridge Township

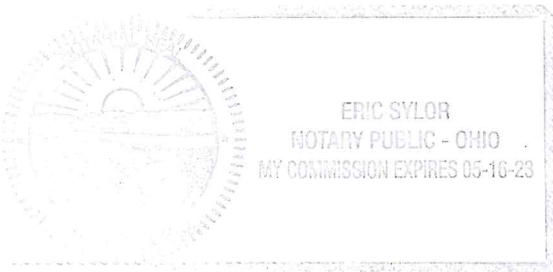
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Sworn to the subscribed before me this 10/06/21.

[Signature]

Notary Public, State of Ohio
Acting in Lake County



BAINBRIDGE TOWNSHIP BOARD OF TRUSTEES SPECIAL MEETING NOTICE

The Bainbridge Township Board of Trustees will hold a **Special Meeting at 5:00 P.M., on October 20, 2021** at the Bainbridge Town Hall for the purposes of intending to meet and consider and take action on the proposed consent judgment entry (the "Consent Judgment Entry"), in the case titled *Signature Square of Bainbridge, LLC vs. Bainbridge Township Board of Trustees*, currently pending in the Geauga County Court of Common Pleas, Case Number 20M000661. The Consent Judgment Entry affects the real property more fully described as Permanent Parcel Number 02-262000. In accordance with Section 505.07 of the Ohio Revised Code, copies of the proposed Consent Judgment Entry are available to the public at the Bainbridge Township Fiscal Officer's Office during normal business hours, which are from 8:00 a.m. to 4:00 p.m.

2233019/October 5, 2021

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Total Units:	38	Cost:	\$90.15
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10/01/21

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Account: 72239	Date: 10/01/21	Publication The News-Herald Daily OH, news-herald.com
Name:	Ad Date: 10/05/21	
Company: Bainbridge Township	Class: 1201	
Address: 17826 CHILLICOTHE RD BAINBRIDGE TOWNSHIP, OH 44023	Ad ID: 2233019	
Telephone: (440) 543-9871	Ad Taker: CRJPETTIT	
Description: BAINBRIDGE TOWNSHIP BOARD OF TRUSTEE	Sales Person: Jan Pettit (029352)	
	Words: 141	
	Lines: 18	
	Agate Lines: 38	
	Depth: 2.1	
	Inserts: 2	
	Blind Box:	
Gross: \$90.15		
Paid Amount: - \$0.00		
Amount Due: \$90.15		

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2233019/October 5, 2021

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BAINBRIDGE TOWNSHIP BOARD OF TRUSTEES



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BAINBRIDGE TOWNSHIP BOARD OF TRUSTEES

PUBLIC HEARING

- - - - - :
 In Re: :
 Signature Square of :
 Bainbridge, LLC :
 and :
 Bainbridge Township :
 - - - - - :

Transcript of proceedings before the
 Bainbridge Township Board of Trustees taken at
 Bainbridge Township Hall, 17826 Chillicothe Road,
 Bainbridge, Ohio, on Wednesday, October 20, 2021,
 commencing at 5:00 p.m.

APPEARANCES:

Jeffrey Markley, Township Trustee
 Lorrie Sass Benza, Township Trustee
 Kristina O'Brien, Township Trustee
 Thomas Fitzsimmons, Esq.

- - -

1 PROCEEDINGS

2 MR. MARKLEY: Good evening,
3 everybody. Welcome to the special meeting of
4 the Board of Trustees public hearing for the
5 Signature Square development site, just south
6 of Washington on 306. So that's the public
7 hearing we're here to talk about today at five
8 o'clock. At 6:00 we're going to be doing
9 Geauga Lake.

10 We are going to go ahead and start the
11 meeting by calling it to order at 5:00. We
12 will stand and say the Pledge of Allegiance.

13 (Pledge of Allegiance.)

14 MR. MARKLEY: At this point I will
15 recess our special meeting, and then move to
16 go into a public hearing specifically to talk
17 about the Signature Square project, and that
18 is to resolve the Signature Square of
19 Bainbridge LLC versus Bainbridge Township
20 Board of Trustees.

21 MS. BENZA: So moved.

22 MS. O'BRIEN: Second.

23 MS. BENZA: Aye.

24 MS. O'BRIEN: Aye.

25 MR. MARKLEY: Aye.

1 Well, let me start by, if you don't all
2 know who we are and can't read our name
3 plaques, we have Lorrie Sass Benza, Trustee
4 who is retiring at the end of this year.

5 MS. BENZA: Not retiring.

6 MR. MARKLEY: Retiring from this
7 position.

8 MS. BENZA: Retiring from this
9 position, yes.

10 MR. MARKLEY: Retiring from this
11 position.

12 We have Kristina O'Brien, Trustee;
13 myself, Jeff Markley; and Tom Fitzsimmons, who
14 is our legal counsel. Tom is actually going
15 to be -- is legal counsel for both this
16 property, this project, as well the Geauga
17 Lake one, representing the interest of
18 Bainbridge Township. Tom will probably give
19 you a little bit of history on himself so you
20 are comfortable understanding where we are.

21 So what we have is a project that's
22 been before us for quite some time. I just
23 want to hit the timeline very quickly for
24 everybody. I know many of you are from
25 Dalebrook, and you know what the timeline

1 sounds like. At least you will have an
2 opportunity to hear specifically what we're
3 dealing with.

4 The plaintiff is the Signature Square
5 LLC, and they own two vacant parcels of
6 land on 16832 Chillicothe Road. It totals
7 about three, a little over three and a half
8 acres. That is the property that we will be
9 discussing tonight.

10 It's currently zoned 3A, and that's
11 rural residential, according to Bainbridge
12 Township resolution. So now we are going to
13 get into a couple timelines.

14 On or about February 21st of 2020,
15 plaintiff Signature Square submitted an
16 application for a zoning amendment, and they
17 were requesting the Township rezone their
18 property from our 3A to convenience business,
19 which is an existing zoning classification in
20 our community. Pretty much up and down
21 Washington Street is CB. A copy of that
22 application was available for review at the
23 time.

24 On or about June 9, 2020 the Geauga
25 County Planning Commission recommended

1 approval of that rezoning for that property.

2 So, again, the Zoning Commission heard it.

3 The Planning Commission made comment on it.

4 On or about July 28, 2020 the Township
5 Zoning Commission recommended approval for the
6 rezoning with conditions on that property.

7 On about October 16, 2020, again this
8 is all last year, Bainbridge Township Board of
9 Trustees after three public hearings, those
10 were all available, I think you folks, some of
11 you folks attended those meetings, denied the
12 plaintiff's application for zoning amendment
13 Z-2020-4, denying the request to rezone the
14 property.

15 Again, the Zoning Commission
16 recommended approval with condition, the
17 Planning Commission recommended approval.
18 Then it came to the Trustees for review and
19 public hearing, and we denied it based on
20 those conditions.

21 MS. BENZA: Do you want to give a
22 little bit about why we denied it?

23 MR. MARKLEY: Go ahead.

24 MS. BENZA: For those of you who
25 don't know, the process for a rezoning is

1 initiated, and then it's sent up to the Geauga
2 County Planning Commission for a thorough
3 review and recommendation. That's all in the
4 public meeting.

5 That recommendation is sent back to the
6 Township Zoning Commission. The Zoning
7 Commission has to have a public hearing. They
8 put everything on display. It's on display
9 for a period of time for anybody to come in
10 and review and examine.

11 Then they have a public hearing. At
12 the conclusion of the Zoning Commission's
13 public hearing, they make a recommendation to
14 the Board of Township Trustees.

15 We have to go through the same process.
16 We put the proposal on display for review and
17 inspection for a number of days. Then we
18 convene a public hearing. So we just went
19 through that. We continued the public hearing
20 for a number of times. I think three times.
21 When we decided against it, when we decided to
22 deny it, there were two main reasons.

23 Number one, we did not feel that there
24 was sufficient protection built in for the
25 adjoining residents in the Dalebrook Estates

1 subdivision.

2 The other thing that we really wanted
3 to try to work on was a plan that would
4 alleviate some of the traffic concerns that so
5 many of you know are generated at the
6 Washington Street/306 corridor.

7 We denied it because the zoning, the
8 recommendation did not address those two main
9 things.

10 There was subsequently a lawsuit that
11 was filed. It's called a declaratory judgment
12 lawsuit. That's what it is. We've had some
13 negotiations in the past year, and that brings
14 us to where we are this evening.

15 MR. FITZSIMMONS: Again, I'm Tom
16 Fitzsimmons, the special counsel on this
17 particular issue.

18 Just to add a little bit of flavor to
19 what Lorrie said, these sorts of cases aren't
20 always settled. They frequently go to trial.
21 Part of the analysis, without getting into
22 attorney-client issues, part of the analysis
23 for any governing body, this Board of
24 Trustees, was what is the risk of not being
25 successful in that litigation and having

1 actually less control over how the property is
2 developed versus settling and saving expenses
3 as well as having more control over how the
4 property is developed.

5 So, again, without getting into too
6 much about the specific discussions, the
7 Trustees made the decision that it was in
8 everyone's best interest to have more control
9 over the Township, in terms of how the
10 development was done, and entered into a
11 lengthy negotiation process with the
12 developer, which involved a lot of back and
13 forth.

14 In my experience, for what it's worth,
15 I think there was plenty of give by the
16 developer. There is the old saying that in
17 every resolution nobody is happy. I think
18 candidly I think the Township is a little
19 happier than the developer was at the end of
20 the day. We appreciate their help on that.

21 So from a legal perspective, that's how
22 we got to where we are right now. We have a
23 proposed full consent judgment entry, which is
24 resolution of the litigation that is
25 outstanding. It is a lengthy document, with

1 specific development requirements.

2 So with what's on the display, I want
3 to go through and highlight it. It's not just
4 a two-page dismissal. It's a lengthy document
5 about all the different steps in the process
6 for developing the site as part of the
7 rezoning and as conditions to the rezoning.
8 So that is how we got to where we are.

9 Are you ready for public comment?

10 MR. MARKLEY: I will probably just
11 do a very quick overview. Many of you, I
12 think, attended a special meeting back in
13 2020.

14 MS. BENZA: Yes.

15 MR. MARKLEY: We heard you loud and
16 clear. I don't know if everybody on Zoom got
17 to hear. We were trying to figure out Zoom
18 and COVID and all that kind of stuff. So we
19 attempted to address all your questions. I
20 think we were here for a couple of hours to
21 address that.

22 The one takeaway for me from that
23 meeting was a question that I had asked of the
24 group. If they build what they are showing
25 you and what they have committed to you both

1 at the Dalebrook meetings and to us at our
2 public meetings, would that be acceptable? It
3 seemed like resoundingly they said if he
4 builds it, then we're happy with it.

5 But there were some issues concerning
6 trust and whatnot, and we get that. But at
7 the end of the day, if he builds what he
8 presents to us and what he says he's going to
9 build as shown on all those documents, the
10 videos, and whatnot, then we would be happy.
11 You folks said yes. But we need to hold them
12 accountable and hold -- you know, use this
13 document to guide that decision. So I think
14 that's where we're at.

15 I feel very comfortable with the
16 document drafted by the attorneys, by us, by
17 the plaintiff, Signature Square LLC. This
18 document does hold the developer accountable
19 for doing what he said he was going to do, to
20 you and to us. I feel good about that.

21 The other thing is, frankly and
22 candidly, I don't think we would have ever
23 considered this rezoning on this property had
24 it not been for the development just to the
25 north of -- you know, the store that doesn't

1 seem to have any bounds for traffic
2 management. If they call it a Chick-fil-A
3 model, it seems like it would work just
4 wonderfully. But it doesn't seem to apply in
5 this case. So we're trying to address those
6 problems along with this project. I just
7 wanted to let you know that that is a big
8 reason for me, personally, why I wanted to
9 focus on this was that if it offers a solution
10 to traffic management up there, then I would
11 be willing to entertain it.

12 So that's my two cents, again for me
13 personally. I shared this with the Board a
14 number of times, legal counsel, and with all
15 of you, I think, several times. So hopefully
16 you're not hearing this for the first time.

17 Any other personal comments from you
18 guys or comments relative the project?

19 MS. BENZA: No.

20 MS. O'BRIEN: No.

21 MR. MARKLEY: I think at this point
22 Tom will lay down the ground rules associated
23 with what public comment is.

24 MR. FITZSIMMONS: So these sorts of
25 things obviously raise sometimes frustrations,

1 sometimes strong feelings. We're asking that
2 every speaker please be courteous, respectful,
3 and not disruptive. We trust that everyone
4 will get to share their opinion and speak to
5 whatever their concern is, but please do it in
6 a courteous manner.

7 Secondly, because of the number of
8 people who are here and the need to ensure
9 that all can be heard, each person is going to
10 be limited to 90 seconds. We have a lot of
11 people and a lot of time. So no excess time.
12 If you don't use all your time, you can't give
13 it to anyone else. Again, we're trying to
14 make sure everybody has a chance to speak.

15 I would ask that if I mention that your
16 time is up, that you finish the sentence that
17 you are saying, and please yield to the next
18 person.

19 MS. BENZA: I am going to turn on
20 the microphone. I will ask, we do have a
21 court reporter who is going to be taking down
22 everybody's name and address. So if you come
23 up to the microphone, please first thing is
24 state your name and address, so she can get it
25 taken down. We are going to use that

1 information for our minutes.

2 Also, as you can see, our two helpers
3 here are pulling out some additional chairs
4 so that we have sufficient seating if you
5 folks need it. Let me turn on the mic.

6 MR. MARKLEY: Also one other
7 thing, I haven't had to use this much in the
8 16 years as a trustee so I'm really hoping, at
9 least for this group tonight, I won't have to
10 use it much at all. Can't say about the 6:00
11 o'clock. We'll see how that goes. Let's try
12 this one.

13 Also that microphone is very flexible.
14 Don't be shy, don't be bashful, bend it, move
15 it around, do what you've got to do so it's in
16 front of your face.

17 We'll take any public comments if you
18 wish to make them. Please don't be bashful or
19 shy. Come on up.

20 MS. MELE: Hi, I'm Mary Lou
21 Mele. I live at 8385 Tulip Lane. So we
22 have been a part of the Otero discussions
23 since probably early 2019 I think we started.
24 I have a question on the stipulation.

25 I would like to know why Drug Mart has

1 now been pulled into this because that was not
2 part of the original plan.

3 MS. O'BRIEN: With Drug Mart being
4 in it, the connotation was always we wanted to
5 have an entrance off of East Washington to cut
6 around. So it was either Key Bank or Drug
7 Mart. It's just -- it's out there as an
8 option. But I believe working through what
9 we've been told that the easement is with Key.
10 There is nothing on the record right now with
11 Drug Mart.

12 MS. MELE: What happens if they
13 want to join in?

14 MR. MARKLEY: Well, they would
15 have to work with Key Bank, the property
16 owner, to enter onto that property. Maybe
17 Mr. Otero will facilitate those discussions.
18 But it is our understanding from counsel that
19 those discussions were had early on in the
20 process and then they stopped. So if there is
21 still an interest, that can happen at any
22 point, because we have not seen the reciprocal
23 easement agreement. Specifically those
24 construction drawings are close to completion.
25 At that point, if there is an interest from

1 Discount Drug, they can facilitate that with
2 Key, and potentially with Mr. Otero.

3 MS. BENZA: There are a lot
4 parties involved. Key Bank, Drug Mart, it all
5 depends on --

6 MR. MARKLEY: On top of that,
7 there is regulatory review of that. Any
8 changes to the Key Bank entrance or
9 connections via the county roads, which is
10 Washington Street, would go to a County
11 Engineer's review. Any changes to 306 would
12 require an ODOT review. And there will be
13 major changes to the 306 corridor with respect
14 to this development.

15 MS. MELE: Right, because there
16 has to be a left-hand turning lane, is that
17 still --

18 MR. MARKLEY: That's all part of
19 the process. That lane would be extended.

20 But just from the standpoint of
21 Discount Drug Mart, the idea would be you are
22 adding additional cars and they would have to
23 calculate what that additional volume would be
24 in order to generate the traffic numbers.

25 MS. O'BRIEN: So that would have to

1 be taken into account.

2 MS. MELE: As far as the
3 landscaping, how is that going to be handled?
4 Because, you know, the drawings that are
5 rendered show trees that are 20 feet tall, and
6 that's never going to happen.

7 Are you going to require, you know,
8 large evergreen trees? What's the status on
9 that? Are they going to be a foot by foot
10 bush or what?

11 MR. MARKLEY: Mr. Otero knows my
12 profession, I'm also a landscape architect, so
13 I have expectations of good screening. I had
14 expectations before it was cleared. I had
15 expectations after it was cleared. I have
16 expectations before the project is completed,
17 to see what happens.

18 There are certain people that are more
19 affected than others, but there is certainly
20 that perimeter around the site that has an
21 effect. So landscaping, we worked through
22 several iterations, I believe, of plans,
23 ultimately coming up with the mound that would
24 continue basically 70 feet from the pavement
25 on 306 and wrap all the way around the back

1 side of, I think it is, a retention basin that
2 will be built back there, turn the corner, and
3 then head back to Discount Drug Mart's rear
4 property line.

5 MS. MELE: How tall is the
6 mound?

7 MR. MARKLEY: It varies anywhere
8 from, I want to say, 4 to 8 feet, if I'm
9 guessing that right.

10 Okay. Then lastly there are trees to
11 be planted on top of that. There are trees
12 that would run anywhere from 6 to 12 feet in
13 height, evergreen tree wise. And then there
14 would be shade trees planted as well. We have
15 I think specified 2 to 3 caliber, which are
16 maybe that big around to maybe that big
17 around. So fairly mature. 20 foot tall tree
18 kind of thing.

19 It doesn't replace what was taken down.
20 There is not a -- but it gets us a buffer
21 reestablished.

22 MS. O'BRIEN: I would like to say,
23 Jeff said this in one of our meetings, I just
24 don't want a soldier line. That is so
25 descriptive to me. Now I see them everywhere,

1 you know, you have a mound, and you just have
2 a soldier line of trees that are 8 feet apart.
3 That is not screening. So we really did work
4 together with Jeff's expertise to try make it
5 something that is going to --

6 MS. BENZA: Staggered.

7 MS. O'BRIEN: Right, staggered and
8 should have a block. It's important.

9 MR. MARKLEY: I didn't get what I
10 wanted. I'm sure Mr. Otero didn't get what he
11 exactly wanted either. So that is the whole
12 compromise process.

13 MR. FITZSIMMONS: Next person. Thank
14 you.

15 DR. WOODSON: Dr. Craig Woodson,
16 17950 Geauga Lake Road, Bainbridge.

17 Gauga Lake property is prime real
18 estate. It is not distressed property. There
19 is no need to incentivize the developer. The
20 property --

21 MS. BENZA: Sir, this is not
22 about the Geauga Lake matter.

23 MR. MARKLEY: This is not Geauga
24 Lake at all. This is all Otero. That's what
25 I said at the beginning.

1 DR. WOODSON: I missed the
2 beginning.

3 MR. MARKLEY: The notice that is
4 posted on the door at five o'clock is the
5 Otero Signature Square development.

6 DR. WOODSON: When will this come
7 up?

8 MR. MARKLEY: Six o'clock.

9 DR. WOODSON: I'll be back.

10 MR. MARKLEY: Thank you.

11 Yes, sir. Please step to the
12 microphone.

13 MR. MERSIC: My name is Joe
14 Mersic, 50-year resident of Bainbridge
15 Township.

16 MR. FITZSIMMONS: What's your address?

17 MS. BENZA: Your address, please?

18 MR. MERSIC: 16973 Chillicothe
19 Road. It's a pleasure exercising our freedom
20 of speech, isn't it?

21 MR. MARKLEY: It is. Thank you.

22 MR. MERSIC: I hope I get more
23 than 90 seconds because the last person was
24 nine minutes. However I will try to be brief.

25 I have a history of being involved in

1 the old days of land use and development in
2 Bainbridge and Geauga County. I think the
3 overriding word that has to be remembered is
4 what is the impact.

5 Now the Township has two choices. It
6 can go along with whatever the impact is or it
7 can prevent it entirely.

8 There are very few developers who I can
9 say have a positive impact. One person is
10 sitting here right now. But regardless of
11 that, this development will add traffic. This
12 development will reduce property values
13 because of added traffic. There are
14 environmental issues. How about clean air?

15 306 is a county road that has changed
16 dramatically. Traffic is increasing right
17 now. Trucks, if you live on 306, you cannot
18 even sleep at night because of the noise. I
19 don't know whether it's due to weak law
20 enforcement on mufflers or not.

21 But coming back to my earlier comment,
22 and I will leave it at this, consider the
23 facts of where this property is valued at,
24 would it not even be better to take it out of
25 circulation forever? Buy it. Maybe there is

1 an eminent domain possibility for a fair
2 price. We wouldn't even have this meeting now
3 if it were taken out of circulation. It would
4 be open space. That's what I'm asking this
5 committee to keep in mind.

6 But impact is the important thing here.
7 Nowhere have you made a statement of what the
8 impact would be on the community and on the
9 individual residents on 306. I think you
10 should take that into consideration. You have
11 an obligation to do this. Thank you very
12 much.

13 MR. MARKLEY: Thank you.

14 MS. O'BRIEN: Thank you. Anybody
15 else?

16 MR. FITZSIMMONS: If you had more
17 questions, I apologize.

18 MS. MELE: I think you all know
19 how Dalebrook feels about this piece of
20 parcel. So this is -- this was a residential
21 lot, two lots, that was purchased knowing that
22 he wanted to change the zoning to commercial,
23 and it never should have happened. Okay?

24 You know the situation that Mr. Otero
25 did to our development and to our residents,

1 and how he made us feel. I just think that
2 going forward somebody needs to be -- have a
3 watchful eye because, I mean, no matter what,
4 I think this is going to go through. I'm
5 sorry to say that. I wish it wouldn't. But I
6 think it's going to go through. But somebody
7 has to have a watchful eye because I don't
8 believe a word he says.

9 MR. MARKLEY: I would reiterate,
10 again, the Zoning Commission actually approved
11 the rezoning. The Planning Commission
12 approved the rezoning. It was the Trustees
13 that denied the rezoning to get us to this
14 point. So now we're obligated to resolve it
15 in one way, shape, or form.

16 MR. FITZSIMMONS: If the Trustees do
17 see fit to approve the consent judgment and is
18 approved by the court, that is a contract.
19 The court does retain jurisdiction. And I
20 feel confident saying that the Trustees intend
21 to stick to the contract.

22 MR. MARKLEY: We have the zoning
23 department to watch over the letter of the
24 law, as does the court. So if there are
25 issues, then it can go back to court for

1 failure to comply.

2 Yes.

3 MS. CARSON: Good evening. Janet
4 Carson, 8860 Apple Hill, Pilgrim Village,
5 52-year resident of Bainbridge Township.

6 The question I have is what is written
7 into the judgment entry or into the court
8 documents that require the mound, the
9 landscaping, the benefits to the residents to
10 lessen the impact, like pollution, noise
11 pollution, water runoff, those things? What
12 timelines and deadlines are written into the
13 contract to protect the residents of the
14 Township? Or is it just up to the developer
15 when he feels like he should be able to do
16 these things economically, or to rent his
17 buildings?

18 MR. MARKLEY: Just so you know, I'm
19 not trying to be arrogant, but I think we
20 thought about every possibility; light
21 trespass, traffic, noise, garbage collection,
22 traffic management, every aspect of
23 development is contained in this document.

24 Now there are placeholders within this
25 document to reference certain things that must

1 be brought to the table when they are ready to
2 submit their claim. The only plan that is in
3 here right now is really the concept plan. So
4 it's the pretty picture that we've all seen,
5 the video that we've all seen. But we're
6 holding the developer accountable for that
7 pretty picture to turn that around.

8 In the facilitation of additional plans
9 and their approval process, they've got a
10 preliminary plan to submit, which then the
11 entire Township staff looks at. So you have
12 the zoning looking at it, you have police
13 looking at it, you have fire looking at it,
14 and you have the service department looking at
15 it. You then have the county engineer looking
16 at it. We have ODOT looking at it. We have
17 soil and water looking at it.

18 What else? So you've got storm water
19 issues, you've got road and maintenance issues
20 with all the other departments, safety,
21 security. We have all these things, and that
22 is just in the preliminary plan. We also --
23 do we a preliminary plan -- then we have a
24 final plan approval, which does have a public
25 hearing. Correct? Okay.

1 So then we have a final plan submittal.
2 Concept plan, preliminary plan, final plan.
3 So all of those plans have to be submitted and
4 vetted through the Township and those other
5 entities that I talked about before it's
6 finally approved. So we get to address all of
7 these things under our timing and with due
8 diligence. So we can address every concern.

9 I haven't heard one yet that I'm not
10 aware of. Except, Ms. Mele, when we talked
11 earlier, does Dalebrook have the ability to
12 review these plans as well. So I don't know
13 how that works.

14 MR. FITZSIMMONS: One thing I can say
15 is Dalebrook has its own set of instructions
16 that they negotiated with the developer that
17 certainly they are entitled to go through that
18 process with the developer, and to the extent
19 the developer doesn't follow those rules,
20 there is a contract for that reason.

21 The Trustees felt strongly that it
22 wasn't incumbent upon the Trustees to just
23 rely on that protection that Dalebrook has,
24 but to have a broader set of protections for
25 the Township in general.

1 The other thing I would say is with
2 respect to light and those sorts of things,
3 there are specific requirements in here for
4 what has to be submitted by the developer.
5 For instance, light requires a photometric
6 plan that shows light, for lack of a better
7 term, light pollution.

8 MR. MARKLEY: Light trespass.

9 MR. FITZSIMMONS: All of that go into
10 a development, require specifics by the
11 developer be approved through various
12 departments in the Township. And any
13 modification of any of those requirements,
14 requires approval by Trustees at a public
15 meeting.

16 So while none of -- some of those
17 specific things are not specified now, the
18 developer is not legally entitled to develop
19 or build on that lot until those are done.

20 MS. CARSON: So you are saying he
21 can't build until the plans are approved by
22 the Township?

23 MR. MARKLEY: That's correct.

24 MS. CARSON: So even though he
25 clear-cut the property, that was not addressed

1 before he did that. And he could continue to
2 do that. There is no restriction for him to
3 do anything about environmentally what he is
4 going to do with water flow or water runoff on
5 the property. There is nothing in the plan or
6 in the protection until he submits a plan and
7 then we review it.

8 MR. FITZSIMMONS: Not from the
9 Township.

10 MR. MARKLEY: He can't disturb the
11 property anymore. Soil and water would be out
12 there in a heartbeat and say, shut it down.

13 The clearing is nebulous because on a
14 residential property you have the right to
15 clear your property from property line to
16 property line as long as it doesn't disturb--
17 what is it?

18 You and I could clear our lots
19 completely, and the neighbors would be not
20 happy about it, but there is no rights. Why I
21 say it is nebulous is because this was under
22 -- it is currently residential, but the idea
23 was going commercial. Commercial owners don't
24 have the right to clear their properties. But
25 this wasn't commercial when that was

1 occurring, it was residential, as it is right
2 now.

3 MS. CARSON: The developer's
4 intentions for the community.

5 MR. MARKLEY: The spirit wasn't
6 as --

7 MS. CARSON: The spirit of the
8 development.

9 MR. FITZSIMMONS: To be clear about
10 the plan, the only effect is the zoning is
11 changed. That is the only actual effect.
12 There is no ability to construct, clear,
13 build.

14 MR. MARKLEY: We're not approving
15 the plans.

16 MR. FITZSIMMONS: Until the plans are
17 vetted.

18 MR. MARKLEY: Very quickly I'll
19 read through this very, very fast. It is
20 addressed neighboring commercial properties
21 known as Key Bank, Discount Drug Mart.

22 MS. BENZA: Jeff, slow down a
23 little bit. She is trying to get it.

24 MR. MARKLEY: Reciprocal, it
25 addresses that. It addresses site planning

1 process, storm water management requirements,
2 traffic impact study, which is the existing
3 traffic conditions. Traffic management plan
4 proposed conditions. Traffic recommendations,
5 proposed conditions. Lot coverage,
6 landscaping, height area yards and bulk,
7 building design guidelines, lighting, signage,
8 parking, outside dining. Also noise, music.

9 I'm not going to go through all of it.
10 There is a whole slew of information in here.

11 As I said, some of it are placeholders,
12 and that means that this will then be
13 populated with the documents once the plans,
14 preliminary or otherwise, are being generated.
15 Then we can add these two. I'm not sure we
16 can speak to the process by which those
17 placeholders become filled and how is that
18 secured by this document.

19 MR. FITZSIMMONS: Jeff alluded to a
20 traffic impact study and to a traffic
21 management plan. There are certain
22 recommendations in any traffic impact study
23 the developer did with ODOT. Those are
24 referred to, but the actual plan for how that
25 is actually going to be constructed is not

1 attached to this document. So to the extent
2 that that is going to be attached, that is
3 considered an amendment and it requires
4 approval by the Trustees to attach.

5 So there are -- anything that is not
6 specific in this document as to what is going
7 to be done requires approval by the Township.

8 MS. BENZA: The other thing that
9 I want to add, I hope -- I'm so glad you all
10 came here. I hope everybody has had a chance
11 to look through this document. We had them on
12 display at both our fiscal office and our
13 Township Zoning Office. It's also been on the
14 Township website. So it is a very lengthy
15 document. We don't want to rehash the entire
16 document here.

17 But if you do want to go through it
18 more and have not had a chance to do so,
19 please go to the Bainbridge Township website,
20 there is a link there for everybody to look.
21 But as I said, it has been on display for a
22 little over two weeks now so I hope everybody
23 has had a chance.

24 MR. MARKLEY: Other public
25 comments?

1 DR. WOODSON: Dr. Craig Woodson,
2 17950 Geauga Lake Road. I worked for a major
3 organization. We had to answer three
4 questions when new projects came in. So bear
5 with me. The questions are this: What does
6 it cost; what do we have to do; and what do we
7 get out of it. Any answers?

8 MR. MARKLEY: Sounds like good
9 questions.

10 DR. WOODSON: Okay. What does it
11 cost, the project?

12 MR. MARKLEY: You can look at
13 that -- that is fairly esoteric if you ask me.

14 DR. WOODSON: Sure.

15 MR. MARKLEY: There is a cost on
16 all things. There is cost, as Ms. Carson
17 pointed out, on environmental, storm water,
18 the noise, there's light, there's traffic.
19 There's -- then there is --

20 DR. WOODSON: I'm talking dollar
21 cost.

22 MR. MARKLEY: I don't know the
23 answer to that yet. I don't think the
24 developer knows the answer to that yet.

25 DR. WOODSON: So that answer is

1 unknown. What do we get out of it?

2 MR. MARKLEY: Well, and I would
3 point out that the other thing that we always
4 have to think about are the service costs
5 associated with any new development. So there
6 are their cost to build, right, which then
7 generates some revenue.

8 Then there is our cost to service. And
9 we've heard -- and, you know, that will be the
10 next session -- the cost to the schools
11 relative to taxes. But you also have the
12 service costs of police protection, fire
13 protection, road and zoning protection or
14 service. Those are costs we always have to be
15 mindful of.

16 DR. WOODROW: What do we get out of
17 it then?

18 MR. MARKLEY: What was that one?

19 DR. WOODROW: What do we get out of
20 it?

21 MR. MARKLEY: Well, as I started
22 my presentation, I don't know if you were
23 here --

24 DR. WOODSON: I missed it by a few
25 minutes.

1 MR. MARKLEY: For me, personally,
2 the issues associated with the traffic at that
3 intersection are problematic. Unfortunately
4 we have a business that isn't functional from
5 the standpoint of traffic flow and management.
6 I joke about a Chick-fil-A model being the
7 preferred one.

8 So this project, to me, will help to
9 resolve that issue because it will redirect
10 traffic meant for not only the applicants'
11 businesses, but also that morning and late
12 afternoon business, into a private property,
13 into a site, and not on public roads. So it
14 tends to address a traffic management issue
15 more than anything.

16 I'm also told that we will be very
17 proud of whatever is built there. I'm told
18 that we will enjoy potentially dining there,
19 if it is something of an upscale restaurant.
20 So that is, I guess, a plus. I'm told a
21 steakhouse. So I'm waiting to see if it is a
22 steakhouse. There might be other services
23 that hopefully aren't being duplicated here
24 that we already have in the community.

25 MS. BENZA: Let me add that one

1 of the main reasons that we engaged in the
2 negotiation and settlement discussions was for
3 one of the biggest things that the Township
4 would get, and that is the additional
5 protection for the adjoining residents.

6 We as a public entity do not have the
7 ability to impose private deed restrictions.
8 But since this had been brought to us in the
9 form of a lawsuit where we've engaged in
10 settlement, one of the things that we have
11 required is the imposition of deed
12 restrictions, and those have been negotiated
13 over the course of the past year, and they
14 have been agreed to.

15 So one of the biggest things we will
16 get is something that we have no legal
17 authority to require. But by virtue of this
18 negotiation, that's -- the deal with the
19 state, subdivision homeowners already have a
20 set of deed restrictions. But this is a
21 separate deed restriction with some additional
22 protection, as well as some additional
23 prohibition.

24 If you look at the commercial business
25 district, there are a number of things that

1 can happen there. We actually require that
2 some of those things not be allowed. So, if
3 the property were simply to go for it to be
4 rezoned either through the zoning process,
5 planning commission and building commission,
6 we were to have adopted that recommendation,
7 or if it goes forward to the court for a
8 trial, and the court were to order this
9 property to be rezoned, there wouldn't be
10 those kinds of limitations or restrictions.
11 That is a big component that we saw to the
12 settlement discussions that we believe to be a
13 win for the Township and a win for the
14 residents.

15 MR. MARKLEY: I would say the
16 other thing we get --

17 MS. O'BRIEN: I was going to say we
18 didn't come to this agreement and work so
19 diligently --

20 AUDIENCE: Microphone, please.

21 MS. O'BRIEN: I'm sorry. If we
22 didn't work so diligently back and forth and
23 the Trustees just said, you know what, we're
24 not going to take care of this, let the court
25 handle it, God knows how that would go. It's

1 a very open book.

2 I think when Jeff was saying that we
3 met with the residents and when we said if
4 these terms can come together as they are, if
5 the Dalebrook homeowners association they have
6 their deed restrictions, we came up with ours,
7 I -- is anybody happy? No, it is
8 satisfactory.

9 Do these limitations take care of
10 concerns and worries? We even have to where
11 the mounds, they are going to be placed at a
12 specific amount of time when there is a
13 starting point. Ms. Carson asked if
14 everything is installed in perpetuity? No,
15 there are points where things have to happen.
16 And that's the benefit, and I think it's a
17 great one.

18 MR. MARKLEY: Let me sum it up with
19 the peace of mind. When you live next to an
20 undeveloped piece of property, vacant
21 property, otherwise unused property that
22 doesn't have a development activity on it,
23 whether it is a single family home or a
24 shopping center, there is always the question
25 of what if.

1 You want to lean on zoning to protect
2 your adjacent property interest. But there's
3 always a question mark. This for me brings
4 some peace of mind. It may not for all the
5 residents. I'm sorry for that. But it does
6 develop, if this moves forward, it does
7 develop that piece and there aren't questions.
8 So let's get the best of what we possibly can
9 out of it. And for me, it's also peace of
10 mind.

11 MR. FITZSIMMONS: We'll ask if anybody
12 else has comments. Thank you.

13 MR. MARKLEY: Any other comments?
14 Yes, sir.

15 MR. BATES: Hi. My name is
16 Michael Bates, 17495 Merry Oaks Trail. I
17 can't stay for both meetings so I let my
18 comments handle both of them. You're probably
19 not going to hear this very often tonight.
20 Over the last several months I've had a chance
21 to consider what has gone into this. I just
22 want to say a word of support and thanks and
23 appreciation for the countless hours that you
24 guys have put in to trying to do what is best
25 for Bainbridge, taking into account all the

1 stakeholders that are involved. I can't even
2 imagine the amount of time you spent. I know
3 you are not going to hear much appreciation
4 tonight. I just think you need to hear it at
5 least once. So thank you very much for your
6 time.

7 MS. O'BRIEN: Thank you.

8 MR. MARKLEY: One final shot at
9 public comment with respect to this particular
10 project?

11 Seeing none, I will entertain a motion
12 to close the public hearing.

13 MS. BENZA: So moved.

14 MS. O'BRIEN: Second.

15 MS. BENZA: Aye.

16 MR. MARKLEY: Aye.

17 MS. O'BRIEN: Aye. 5:42

18 MR. MARKLEY: At 5:42 the public
19 hearing is closed. We will resume our special
20 meeting at this point.

21 I would start by saying to the Board,
22 we've heard a number of public comments. I
23 will be honest, I haven't heard anything
24 tonight that we haven't already discussed or
25 we addressed in this judgment entry.

1 Ms. Mele is concerned about going
2 forward with the project, as another gentleman
3 back here spoke, just concerned about it being
4 built at all. The impact I believe is what
5 you said, the impact to the community.
6 Believe me, that has weighed on all of us in
7 our discussions. We're always aware of
8 development, particularly development along
9 the 306 corridor because of its impact to the
10 community. We are always mindful of that. We
11 also have to be mindful of the impact to the
12 adjacent property owners. Even though you
13 don't own the property, you're impacted by
14 that development.

15 So how do you mitigate those impacts
16 and address them so that the -- I keep using
17 the impact -- but that the effect of that
18 development is minimal and can maximize the
19 gain, whatever that gain might be. What do we
20 get out of it? So that's -- from my
21 perspective I haven't heard any public comment
22 tonight that makes me go hmm, I hadn't thought
23 of that. I'm sorry, I just haven't. I think
24 we have addressed all of this fairly
25 thoroughly.

1 MS. O'BRIEN: Anything we've not
2 considered?

3 MR. MARKLEY: We have that
4 opportunity to delay, but I don't mean to
5 delay if we're thinking that we've heard what
6 we need to hear.

7 MS. BENZA: I heard what I need
8 to hear, yes.

9 MR. MARKLEY: Then I'll entertain
10 a motion to approve the Consent Judgment Entry
11 between Bainbridge Township Board of Trustees
12 and Signature Square of Bainbridge, LLC,
13 pursuant to Ohio Revised Code Section 505.07.

14 Whereas, the actions filed by SSB,
15 which is Signature Square Bainbridge, as
16 Plaintiff, against the Township, as Defendant.

17 Whereas, the Township and SSB have
18 reached agreement set forth in the attached
19 Consent Judgment Entry, CJE, to settle the
20 action in its entirety.

21 Whereas, Ohio Revised Code Section
22 505.07 requires publication of notice that the
23 Board of Trustees intends to meet and consider
24 and take action on the CJE on behalf of
25 Bainbridge at least 15 days prior to such

1 meeting.

2 Whereas --

3 MS. BENZA: Jeff?

4 MR. MARKLEY: Yes.

5 MS. BENZA: Can I once again ask
6 you to slow down a little bit?

7 MR. MARKLEY: Okay.

8 Whereas, Ohio Revised Code Section
9 505.07 further requires publication of notice
10 that includes the caption of the case, the
11 case number, and court in which the consent
12 decree or settlement agreement will be filed.
13 The intention of the parties in the action to
14 file a consent decree or a settlement
15 agreement, and when applicable, a description
16 of the real property involved and the proposed
17 changes in zoning or permitted use, at least
18 ten days prior to the submission of a proposed
19 consent decree or settlement agreement to the
20 court for its review and consideration.

21 Whereas, both of the aforementioned
22 notices were published in accordance with the
23 Ohio Revised Code including, but not limited
24 to, Section 505.07 thereof.

1 Revised Code Section 505.07, we hereby adopt
2 and approve the Consent Judgment Entry and
3 authorize Thomas A. Fitzsimmons, Esq. to place
4 his signature upon the same in his capacity as
5 counsel of record for the Board of Trustees
6 and Bainbridge.

7 I'll entertain that motion.

8 MS. BENZA: So moved. Identify
9 it as Resolution 10202021-A.

10 MS. O'BRIEN: Second.

11 MS. BENZA: Aye.

12 MS. O'BRIEN: Aye.

13 MR. MARKLEY: Aye.

14 So what that does, that approves the
15 court order, this consent judgment entry,
16 which then allows the process to begin in and
17 for real with the plan review and everything
18 else. That's where we're at.

19 I would like to thank all of you for
20 your deep-seated interest in this. We
21 absolutely appreciate your concerns. We'll do
22 everything we can, as we have, to protect your
23 interest, as well as minimize the impacts.

24 So with that, I will move to adjourn
25 this meeting at 5:48.

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MS. BENZA: So moved.

MS. O'BRIEN: Second.

MS. BENZA: Aye.

MR. MARKLEY: Aye.

MS. O'BRIEN: Aye.

(Meeting adjourned at 5:48 p.m.)

- - -

1 State of Ohio,
2 County of Cuyahoga. SS:

3
4 C E R T I F I C A T E

5 This certifies that the foregoing is a true
6 and correct transcript of the proceedings had
7 before the Bainbridge Township Board of
8 Trustees, at Bainbridge Township Hall, 17826
9 Chillicothe Road, Chagrin Falls, Ohio, on
10 October 20, 2021, commencing at 5:00 p.m.

11
12 In Re:

13 Signature Square of Bainbridge, LLC
14 and
15 Bainbridge Township
16
17

18 
19

20 CONSTANCE VERSAGI
21 COURT REPORTER

22 FINCUN-MANCINI COURT REPORTERS
23 1801 East Ninth Street
24 Suite 1720
25 Cleveland, Ohio 44114
(216) 696-2272
email@fincunmancini.com

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