

**MIAMI TOWNSHIP-DAYTON MALL JEDD**  
**BOARD OF DIRECTORS MEETING**  
**MINUTES**  
**APRIL 11, 2017**

***Call to Order***

Chairman Tracy Williams called the Miami Township – Dayton Mall JEDD meeting to order at 2:01 p.m. The following members of the Board were present:

***Present:***

- Tracy Williams
- Chris Fine
- Chris Snyder
- Clay McCord
- George Perrine

Nick Endsley, Sebaly Shillito + Dyer; Nick Blizzard, Cox Media Group; and Susan Davis, Miami Township; were in attendance.

***Approval of Minutes***

George Perrine motioned to approve the minutes as presented from the February 22, 2017 meeting. Chris Fine seconded the motion. Mr. Williams aye, Mr. Fine aye, Mr. Snyder aye, Mr. McCord aye, and George Perrine aye.

***Treasurer's Report***

Chris Snyder reported \$204,129 was received in income taxes for the fourth quarter of 2016 and disbursements were processed to the contracting parties in February. The ending balance is \$665,839. Tracy Williams motioned to accept the treasurer's report. George Perrine seconded the motion. Mr. Williams aye, Mr. Fine aye, Mr. Snyder aye, Mr. McCord aye, and George Perrine aye.

***Overview of the Draft Amended JEDD Contract***

The board reviewed the red-lined draft of the amended and restated contract and wanted to meet with Mr. Endsley today for clarification on the following items:

- Exhibit A is missing from the contract.
- Definition of mixed-use development would include residential property in the JEDD territory to levy an income tax.
- 7.F. Terminable Final Judgement – When a court decision cannot be appealed anymore; it is the final judgement by a judge.
- 7.L. Statutory language on page 14 would propose double taxation; Mr. Endsley indicated this is layered below no annexations allowed which is also statutory and, in theory, should not come into play.
- 8.A. Utility Service. Mr. Endsley will review the City of Miamisburg's ordinances regarding water and sewer rates charged to users located in the district versus rates charged to users located within the corporate City limits, as the rates are different; they are not the same and therefore, the language in the JEDD contract will have to be revised.

- 10.D. Mr. Endsley will research if officers are required to obtain a fiduciary bond in connection with their duties to the district.
- 10.I.5. section should state, "In the event the Board fails to approve a Proposed Budget prior to January 1 of the Budget Year, then the prior calendar year's Budget shall be the Budget in effect until such time as the Board approves a Budget pursuant to the provisions of this Contract."
- 10.S. and 10.T. are conflicting statements as one states the City may exercise all of the powers of a municipal corporation and the other states the City, to the extent permitted by law, shall exercise its franchise fee rights. Mr. Endsley advised the best route would be to make it permissive; subject to mutual agreement.
- 11.A. The rate of the income tax may be changed from time to time by resolution of the board, provided that such rate shall not be reduced below 1.75% unless required by law. Mr. Endsley advised of the cap in statute that the income tax cannot be higher than any of the contracting parties' tax rate.
- 11.D. The Tax Administrator may assign or subcontract to another agency or entity the obligation to perform those functions for the District at the Tax Administrator's expense. Mr. Perrine said this is an issue for the City. The City is collecting income taxes for the district, not the City; therefore, it should be a district expense. Mr. Endsley stated he can change it, but it has to be agreed upon by the contracting parties.
- Mr. Perrine would like to have a provision in section 11 with the concept of reimbursing the City for the cost of collecting the income tax for the district. Mr. Snyder said this is something the township will need to discuss. Mr. Endsley can add this provision if it is agreed upon by the contracting parties. Mr. Fine said the language in the contract should leave the door open for further discussion.
- Section 18. Support of Contract. The contracting parties shall each bear its own cost in any such proceeding challenging this contract. The district shall reimburse such contracting parties for such costs to the extent that funds of the district are available. The costs of any such proceeding shall be allocated to the contracting parties pursuant to each contracting party percentage. Is this consistent? Mr. Endsley clarified if the JEDD contract is challenged to be invalid by a third party or if the district becomes a party to a lawsuit, the district shall fund the costs related to such proceedings.

Changes will be made to the contract based on comments from the board and Mr. Endsley will have it ready by June 13, 2017 so the JEDD Board can recommend the adoption to the two political contracting parties at its next meeting. Mr. Williams thanked Mr. Endsley on his work with amending the contract.

Mr. Snyder asked what needs to be done with changing the JEDD name to Miami Crossing Joint Economic Development District. Mr. Endsley said it is pretty informal; contact the bank with the name change on the account and order new checks and send an informal letter to the State Auditor's Office.

#### ***Update of the Miami Crossing District***

Mr. Snyder indicated we have been busy with the first test run of promotional discount cards. We had 250 discount cards printed and were given to area hotels to distribute

for the Winter Guard International competition at the cost of \$175. We noticed more hits to the website, but nothing substantial. The restaurants were excited to participate in the promotion. Skyline Chili processed between 20 – 23 discount cards at their location. Marketing the cards to businesses can create difficulty if businesses are corporate owned and have to seek approval to participate in promotional advertising as this can take months before authorization is received. The board discussed printing a permanent discount card, one that does not expire, for the purpose of driving folks to the website to discover the discounts in the district. There is an opportunity in promoting Miami Crossing on WDTN regarding back-to-school sales and highlighting retailers in the district, which is costly, but the district would get lots of publicity. Mr. Fine stated the website address should stand out more on the discount card to drive folks to the website. Upcoming events are being put on the website such as the Community Foundation beer and wine tasting, the Touch-A-Truck, which is a hit with little kids, and Dayton Mall events.

It is time to switch the seasonal banners and do a maintenance check on all banners; Mr. Snyder will get a banner quote from Think Patented and report back to the board. We are still working on the trademark of the Miami Crossing brand logo and have received the initial paperwork back from the government which states the ownership as the Dayton Mall JEDD. The next step is to file a Statement of Use for the trademark by June 20, 2017. The Miami Crossing JEDD name change will not be official by June 20 and, therefore, Mr. Endsley suggested the owner name be changed after-the-fact.

Mr. Snyder and Mr. Fine have been working with the TID on reviewing the landscape design for Exit 44 Interchange. The Kleingers Group would like to present the plan with a cost estimate to the JEDD Board for input. Mr. Snyder will invite them to the next meeting. The board discussed the challenges of funding the landscaping project.

### ***Issues From Around the Table***

Mr. Snyder announced there is a business advisory group meeting tomorrow and he is still trying to get the Kingsridge Drive folks together for input on pedestrian improvements. Staff is working on a Miami Crossing informational flyer to hand out to businesses with statistics and other general information.

Mr. Williams stated the website address should be in large font and really stand out on the informational flyer and the promotional discount cards.

### ***Public Comments***

None

### ***Next Meeting Date***

The next meeting is Tuesday, June 13, 2017 at 2 p.m. at Miami Township.

### ***Next Agenda Items***

- Discuss Amended & Restated JEDD Contract
- The Kleingers Group Landscape Design Presentation

### ***Adjourn***

Chris Snyder motioned to adjourn the meeting at 2:57 p.m.