

AUSTIN CENTER JEDD  
BOARD OF DIRECTORS MEETING  
March 23, 2021 – 3:00 P.M.  
SPECIAL MEETING MINUTES

**Call to Order**

Chair Crystal Corbin called a special meeting of the Austin Center JEDD to order at 3:05 p.m., via Zoom. The following members of the board were present:

**Present:**

Crystal Corbin  
Steve Naas  
Jennifer Johns  
Greg Shackelford  
Chris Snyder

Nick Endsley, Sebaly Shillito + Dyer; Dan Mayberry and Erica Priest, Miami Township; were in attendance.

Steve Naas joined the meeting at 3:10.

**Discuss and Approve Austin Aesthetic Enhancement Maintenance Agreements**

Nick Endsley gave a brief history of the agreements and reminded the board that the agreement between the Austin Center JEDD and Miami Township to manage T.R. Gear's performance of the maintenance services on behalf of the JEDD, and the agreement with T.R. Gear for the landscape maintenance both expired 12/31/2020. Mr. Endsley advised that the JEDD previously requested and authorized the township facilitate the bidding process for a new contract for the landscape maintenance.

Mr. Endsley presented the board with two new agreements for consideration. The first agreement is between the township and the JEDD to have the township continue to manage the landscape maintenance on the JEDD's behalf for an additional four years. The other is an agreement between the JEDD and T.R. Gear to have T.R. Gear continue to provide maintenance services.

Mr. Mayberry noted that two bids were received. He advised the board that the pricing under T.R. Gear's current bid is consistent with the pricing under the agreement that recently expired, and is well below the bid submitted by the other bidder. The base bid submitted by T.R. Gear includes stable pricing not to exceed \$102,000 for up to four years at the JEDD's option.

Mr. Endsley noted that it would be prudent to appropriate an additional \$5,000 per year for optional emergency repairs or replacements that are outside the base bid to be used by the township on an as-needed basis as authorized by the JEDD.

Ms. Corbin commented that T.R. Gear has done a great job maintaining the landscaping at Austin Landing, and that she is confident they will keep up a satisfactory level of service.

Mr. Shackelford thanked everyone for their work on the bidding process and believed adding the extra \$5,000 for emergency repairs is a good idea.

Mr. Shackelford then made a motion to approve the renewed agreement between the JEDD and the township, which was seconded by Ms. Johns, and with the exception of Mr. Snyder, who recused himself due to a conflict between the township and the JEDD, the board then unanimously adopted the following resolutions:

**WHEREAS**, effective on or about January 1, 2018, the Austin Center Joint Economic Development District (the "**JEDD**") entered into that certain Intergovernmental Agreement with Miami Township (Montgomery County), Ohio (the "**Township**"), whereby the JEDD engaged the Township to manage the maintenance of the Austin Aesthetic Enhancements (the "**2018 Agreement**").

**WHEREAS**, the Board has determined that it is in the best interests of the JEDD to enter into a replacement for the 2018 Agreement to cover the 2021-2025 period (the "**2021 Agreement**").

**NOW, THEREFORE, BE IT RESOLVED**, that the 2021 Agreement, in the form attached hereto as Exhibit A, is hereby authorized and approved, including all documents contemplated to be delivered in connection therewith (the "**Transaction Documents**").

**FURTHER RESOLVED**, that the Transaction Documents be, and each hereby is, authorized and approved, including any and all covenants, corollary agreements, actions and transactions contemplated thereby (the "**Related Actions**").

**FURTHER RESOLVED**, that the Chair of the JEDD be, and hereby is, authorized and directed for and on behalf of the JEDD to negotiate, execute, deliver and perform the Transaction Documents and the Related Actions with such changes as are necessary in connection with negotiations with the Township, provided such changes are not materially adverse to the interests of the JEDD as determined by the Chair and the general counsel of the JEDD.

**FURTHER RESOLVED**, that any officer of the JEDD be, and each hereby is, authorized and empowered to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such agreements, instruments, contracts or obligations and any and all notices and certificates required or permitted to be given or made to effectuate the foregoing resolutions, as such officer may in his or her discretion deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of these resolutions.

**FURTHER RESOLVED**, that the execution of any such instrument by any such officer shall be conclusive evidence that the same has been authorized by the foregoing resolutions.

The board then discussed the contents of the two bids received by the township for the provision of maintenance services. Ms. Johns then made a motion, which was seconded by Mr. Shackelford, and the board then unanimously adopted the following resolutions:

**WHEREAS**, Miami Township (Montgomery County), Ohio (the "**Township**") has solicited bids for contractors to perform certain landscape maintenance services on behalf of the Austin Center Joint Economic Development District (the "**JEDD**").

**WHEREAS**, T.R. Gear Landscaping, Inc. ("**T.R. Gear**") submitted a bid in the form attached hereto as Exhibit B.

**WHEREAS**, the Board has determined the bid submitted by T.R. Gear to be the lowest and best responsive and responsible bid, based on the contents of the bid submitted, the recommendation of the Township, and the JEDD's positive past relationship and experience with T.R. Gear.

**WHEREAS**, the Board has determined that it is in the best interests of the JEDD to enter into a Services Agreement with T.R. Gear to cover the 2021 growing season, with an option on the part of the JEDD to extend for up to three (3) additional years (the "**2021 Agreement**").

**NOW, THEREFORE, BE IT RESOLVED**, that the 2021 Agreement, in the form attached hereto as Exhibit C, is hereby authorized and approved, including all documents contemplated to be delivered in connection therewith (the "**Transaction Documents**").

**FURTHER RESOLVED**, that the Transaction Documents be, and each hereby is, authorized and approved, including any and all covenants, corollary agreements, actions and transactions contemplated thereby (the "**Related Actions**").

**FURTHER RESOLVED**, that the Chair of the JEDD be, and hereby is, authorized and directed for and on behalf of the JEDD to negotiate, execute, deliver and perform the Transaction Documents and the Related Actions with such changes as are necessary in connection with negotiations with the T.R. Gear, provided such changes are not materially adverse to the interests of the JEDD as determined by the Chair and the general counsel of the JEDD.

**FURTHER RESOLVED**, that any officer of the JEDD be, and each hereby is, authorized and empowered to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such agreements, instruments, contracts or obligations and any and all notices and certificates required or permitted to be given or made to effectuate the foregoing

resolutions, as such officer may in his or her discretion deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of these resolutions.

**FURTHER RESOLVED**, that the execution of any such instrument by any such officer shall be conclusive evidence that the same has been authorized by the foregoing resolutions.

Mr. Naas then made a motion to appropriate a supplemental \$5,000 for each year of the T.R. Gear contract (subject to future annual appropriations) for the Township to use for any as-needed emergency landscaping repairs and replacements. Mr. Shackelford seconded the motion. Ms. Corbin aye, Mr. Naas aye, Ms. Johns aye, Mr. Snyder aye, Mr. Shackelford aye.

**Discuss an Economic Development Grant**

Chris Snyder advised he has been working MVRPC to find areas in the township for EV charging stations, with grant funding through the Diesel Mitigation Program. Mr. Snyder stated that the township has been working with the OEPA's consulting firm, as well as Austin Landing to identify possible areas for these charging stations. The parking deck next to Cinepolis has been identified as the best location, because of the availability of the electrical supply.

Mr. Snyder advised that Austin Landing North has sought grant funding for the project and was awarded \$22,500 through the OEPA. The total estimated cost of the charging stations is \$40,000. Mr. Simhon, of Austin Landing North, has formally submitted an application to the JEDD to help cover the costs. Mr. Snyder believes this is a good project to invest in, as these will be accessible to the public, and part of the grant money covers 5 years of maintenance.

Ms. Corbin asked if Austin Landing North would be responsible for supplying the electric, and Mr. Snyder advised they would be, and the location provides enough capacity for the future installation of quick charging stations.

Mr. Naas said that he likes the idea and believes this would be a good use for the economic development funds.

Mr. Endsley suggested that if the board is inclined to support the project, it would be beneficial to adopt a resolution approving the contribution of JEDD funds, subject to the negotiation and execution of a grant agreement on terms acceptable to the board.

Mr. Naas made a motion to approve a \$10,000 contribution from the JEDD to Austin Landing North for the construction of EV charging stations, subject to the negotiation and execution of a grant agreement on terms acceptable to the board. Ms. Johns seconded the motion. Ms. Corbin aye, Mr. Naas aye, Ms. Johns aye, Mr. Snyder aye, Mr. Shackelford aye.

Mr. Snyder advised that Austin Landing still needs to execute a formal grant agreement with the OEPA. Ms. Corbin asked Mr. Snyder if he had a timeline for the approval of the OEPA agreement and Mr. Snyder advised possibly within the next month.

**Issues from Around the Table**

Mr. Shackelford thanked Mr. Snyder for bringing the grant opportunity to the board, and for his work on the project.

**Public Comments**

None

**Next Meeting Date**

The next meeting is Tuesday, April 27, 2021 at 3:30 p.m.

**Next Agenda Items**

- Economic Development Grant Agreement

**Adjourn**

Mr. Naas motioned to adjourn the meeting at 3:26 p.m. Mr. Snyder seconded the motion, and the meeting was adjourned.