

**COOPERATIVE AGREEMENT RELATING
TO THE ACQUISITION OF PROPERTY FOR
ECONOMIC DEVELOPMENT,
REDEVELOPMENT, AND THE CREATION
OF A NEW EDUCATIONAL FACILITY IN
UNION TOWNSHIP, CLERMONT COUNTY,
OHIO**

January 5, 2015

**COOPERATIVE AGREEMENT RELATING TO THE ACQUISITION OF PROPERTY
FOR ECONOMIC DEVELOPMENT, REDEVELOPMENT, AND THE CREATION OF
A NEW EDUCATIONAL FACILITY IN UNION TOWNSHIP, CLERMONT COUNTY,
OHIO**

This Cooperative Agreement relating to the acquisition of property for economic development, redevelopment and the creation of a new educational facility in Union Township, Clermont County, Ohio is entered into by and among the Board of Trustees of Union Township whose address is 4350 Aicholtz Road, Cincinnati, Ohio 45245 (hereinafter referred to as "Township"); the Union Township Clermont County Community Improvement Corporation, Inc. whose address is 4350 Aicholtz Road, Cincinnati, Ohio 45245 (hereinafter referred to as "CIC") and the West Clermont Board of Education whose address is 4350 Aicholtz Road, Cincinnati, Ohio 45245 (hereinafter referred to as "West Clermont") pursuant to the authority granted in Ohio R.C. § 5709.43, 1724.10, and all other relevant provisions of the Ohio Revised Code which, upon execution of this contract on the ____ day of _____ agree as follows:

RECITALS

WHEREAS, the Township has created the CIC to, among other things, promote economic development within Union Township, Clermont County, and the state of Ohio; and

WHEREAS, the Township has determined that the creation of a new educational facility in Union Township, Clermont County, Ohio to be operated by West Clermont will promote economic development in the Township, Clermont County, and the State of Ohio and will promote the health, education and welfare of all residents in the Township; and

WHEREAS, West Clermont has determined the need for a new educational facility in the Township to better serve and educate the residents of the Township; and

WHEREAS, the parties recognize the best manner of achieving the goals set forth above is to enter into a cooperative agreement; and

WHEREAS, the parties recognize and agree that they have the power and authority to enter into a cooperative agreement for the above stated purposes pursuant to Ohio R.C. § 5709.43, R.C. § 1724.10 and other sections of the Ohio Revised Code;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration the parties, through their respective Chief Executive Officers, do hereby agree as follows:

ARTICLE I

SECTION 1.01 Obligations of the Parties

1) The Township/CIC

- a) The Township agrees to participate in a community project that involves the use of public and private funds for lawful purposes that benefit Union Township. Specifically, the Township and its agents and affiliates agree to a compensation agreement which will enable West Clermont to create a new educational facility to its specifications.
- b) The Township agrees to establish Thirty (30) Year Tax Increment Financing Projects (TIF) to promote economic development and to support the installation of public infrastructure within the "Project" as defined as all parcels later identified as "Board Property", "New Educational Facility Site", and/or "Other Property to Be Considered in the Project".
- c) The Township agrees to work cooperatively with West Clermont to create a Service Agreement to support the TIF(s) within the Project that will provide a compensation agreement to the Board in the amount of the first \$2 million annually in new TIF(s) revenue collected and distributed to the Township as a result of the property appreciation. For revenues in excess of \$2 million collected annually, West Clermont will receive an amount equal to their typical distribution, but for the agreement (100% make whole). (The Township contribution is estimated to be \$25 million)
- d) The Township agrees to work cooperatively and expeditiously with the Board in regard to all zoning matters relative to the Project.
- e) The CIC agrees to hire and pay for a design build architect/engineer to work with the Board at the discretion of the CIC, to create a program for a design build process in cooperation and with the approval of West Clermont.
- f) The Township agrees to reimburse West Clermont for any amount greater than the average of \$50,000 per acre for the purchase of the New Educational Facility Site. The payment of such amount greater than the average of \$50,000 per acre shall total be distributed from the Township's portion of the TIF revenues beyond \$2 million dollars paid annually until the full amount is satisfied.
- g) The Township/CIC agree to cooperate with West Clermont for the purpose of applying, securing, obtaining or otherwise receiving any subsidy, from any lawful agency, department or service with regard to this project.
- h) The CIC will obtain all rights, approvals and authorizations of property owners, developers, brokers or other interested parties associated with the representations made or contemplated within this Agreement.

2) West Clermont

- a) West Clermont agrees to expeditiously cooperate with the Township and the CIC in the Project and not unreasonably withhold approvals for any process associated with the Project.
- b) West Clermont will agree to create a new educational facility of its design and consistent with its own interest(s) on the educational site.
- c) West Clermont will agree to TIF agreements and waive any notices as permitted by the Revised Code and as outlined within this Agreement.
- d) West Clermont will agree to cooperate with the Township and not oppose the Township in the creation of a Joint Economic Development District(s) on parcels identified within the project.
- e) West Clermont will agree to transfer the property vacated by West Clermont, or property not developed and owned or controlled by West Clermont, as identified in the West Clermont Property (Section 1.03 (a)) to the Township or the CIC for \$1 at a time mutually agreed upon by all parties but as expeditiously as possible so as to create the maximum new value appreciation for the project.
- f) West Clermont agrees to cooperate with the Trustees/CIC for the purpose of applying, securing, obtaining or otherwise receiving any subsidy, from any lawful agency, department or service with regard to this project.
- g) West Clermont agrees to pay for the purchase of the site for the new educational facility.

SECTION 1.02. Access to the Property making up the Project

- a) Upon execution of this Agreement, the Parties agree to provide each other free and full access to the Property in order to permit the Parties to make such investigations they deem necessary or desirable in connection with this transaction. The parties agree that any information or documents obtained by any of them in connection with the transaction contemplated hereby shall be kept confidential except to the extent necessary to consummate the transaction contemplated hereby or as required by R.C. 149.43 or a court of law.

SECTION 1.03. Properties to be considered for the Project (Exhibit A)

a) West Clermont Property

413102A003		West Clermont Bd of Education				35.21
413102A107		West Clermont Bd of Education				0.2
413102A108		West Clermont Bd of Education				13.99
413102A119		West Clermont Bd of Education				28.011
413102A122		West Clermont Bd of Education				0.29
413103I304		West Clermont Bd of Education				20
414220B043		West Clermont Bd of Education				0.48
414220B044		West Clermont Bd of Education				0.46
414220B045		West Clermont Bd of Education				0
414220B046		West Clermont Bd of Education				0
414220B047		West Clermont Bd of Education				0
414220B048		West Clermont Bd of Education				0

b) New Educational Facility Site

413102E035		Charles J Kubicki LLC	79.1
------------	--	--------------------------	------

c) Other Property to Be Considered In The Project

413103I273		Wright, Norman T. et al	10.06
413103I289		Dickerson, Leanard R. et al	2.953
413103I295		Conn, Vencil W. et al	4.62
413103I305		Wright, Norman T. et al	12
413103I306		Elick, Verna Jean	3.664
413103I307		Dickerson, Leanard R. et al	7.095

SECTION 1.04. Relationship of Union Township, the CIC and West Clermont

(a) The relationship among the Parties established pursuant to this Agreement shall not constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. No Party shall have any authority to make, nor shall make, any representations, warranties, or statements on behalf of the other, and no Party hereto shall bind, or be liable for the debts or obligations of, the other.

(b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between the Parties or (2) preclude the Parties from entering into other agreements with respect to matters not specifically addressed in this Agreement.

SECTION 1.05. Extent of Covenants; No Personal Liability All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of the Parties in other than his or her official capacity; and neither the board members or Trustees of the Parties, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

SECTION 1.06. Liability of the Parties The Parties shall not have any liability to each other or to any other party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such party by this Agreement. The fact that a party has acted or not acted pursuant to the instructions of the other party or has obtained the advice of legal counsel that such act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that the party believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

SECTION 1.07. No Third Party Beneficiary Only the CIC, West Clermont and the Township shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

ARTICLE II

REPRESENTATIONS AND FURTHER AGREEMENTS

SECTION 2.01. Representations of the CIC The CIC represents as follows:

- (a) it is a community improvement corporation organized and existing as a corporation not for profit under the laws of the state of Ohio;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the CIC; and this Agreement, when executed and delivered by the CIC, will constitute a legal, valid, and binding obligation of the CIC; and

SECTION 2.02. Representations of the Township The Township represents as follows:

- (a) its Board of Trustees is the duly constituted and duly elected governing body of Union Township under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the Board; and this Agreement, when

executed and delivered by the Board, will constitute a legal, valid, and binding obligation of Union Township;

SECTION 2.03. Representations of West Clermont

(a) Its Board is the duly constituted and duly elected Board of Education responsible for the management and control of all public schools in the West Clermont local school district.

(b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the Board; and this Agreement, when executed and delivered by the Board, will constitute a legal, valid, and binding obligation of Union Township;

SECTION 2.04. Challenge to Agreement

(a) Each Party waives any and all rights it may have to commence or to maintain any civil action or other proceeding to contest, to invalidate, or otherwise to challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote, or support the opposition of, this Agreement or any of the actions required or contemplated by this Agreement.

(b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall fully cooperate to vigorously defend this Agreement. If less than all the Parties are named as parties to the action, the other Parties shall seek to intervene, and each named Party shall support such intervention. The cost of defending this Agreement shall be shared equally by the parties. No settlement of such an action shall be permitted without the approval of all parties to this Agreement.

SECTION 2.05. Good Faith and Fair Dealing. The parties hereby acknowledge and agree that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation and performance. The parties further acknowledge and agree that in the event of any disagreements arising hereunder, the Parties shall act in good faith to promptly resolve such disagreements.

SECTION 2.06. Assignment. The Parties may not assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of each of the other parties.

ARTICLE III

TERM AND REMEDIES

SECTION 3.01. Term; Termination. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, this Agreement shall continue in effect for fifty (50) years from the effective date.

SECTION 3.02. Mediation. If the Parties are unable to resolve a dispute as to the meaning or application of this Agreement, or if any Party believes there has been a breach by another Party, the Parties shall participate in mediation of the dispute. The mediator shall be an impartial individual chosen jointly by the Parties. The Parties shall attempt in good faith to avoid the need for litigation of disputes through mediation. This Section 3.02 does not, however, preclude any Party from instituting litigation if necessary, in the opinion of the Party, for the protection of the Party's interests.

SECTION 3.03. Waiver of Breach. No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and agreed to by the Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by the other Parties, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Time Is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement.

SECTION 4.02. Notices.

(a) Any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

(1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or

(2) one business day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

(3) on the third business day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or

(4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

i. All notices to be given to the CIC pursuant to this Agreement shall be sent to the CIC at the following address:

The CIC

Attn: Executive Director

4350 Aicholtz Road

Cincinnati, OH 45245

Facsimile (513) 752-5732

- (c) All notices to be given to the Township pursuant to this Agreement shall be sent to the Board at the following address:

Union Township
Attn: Union Township Administrator
4350 Aicholtz Road
Cincinnati, Ohio 45245
Facsimile: (513) 752-5732

- (d) All notices to be given to West Clermont pursuant to this Agreement shall be sent to West Clermont at the following address:

West Clermont
Attn: Alana Cropper
4350 Aicholtz Road
Cincinnati, OH 45245
Facsimile (513) 752-6158

- (e) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance with Section 4.02(a).

SECTION 4.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The Parties agree that any action relating to or arising out of this Agreement may be brought against the other Party only in the Clermont County, Ohio, Court of Common Pleas; and each Party consents to the jurisdiction of such court (and of the appropriate appellate courts), and waives any objection to venue laid therein.

SECTION 4.04. Entire Agreement. This Agreement (including the Recitals and Exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

SECTION 4.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

SECTION 4.06. Counterparts; Email or Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that email or facsimile signatures by the Parties shall be binding to the same extent as original signatures.

SECTION 4.07. References to Parties. Any reference in this Agreement to West Clermont, the Township or the CIC or to any officers of West Clermont, the Township or the CIC includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

SECTION 4.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 4.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 4.10. Amendment. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by the Party to be charged with such modification, alteration, amendment, discharge, or waiver.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Funding Participation Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

UNION TOWNSHIP, CLERMONT COUNTY,

By: _____

Executive Director

WEST CLERMONT BOARD OF EDUCATION

By: _____

UNION TOWNSHIP, acting by and through its Board of Township Trustees

By: _____

Administrator

APPROVED AS TO FORM:

By: _____

Law Director, Union Township,
Clermont County, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Fiscal Officer of Union Township, Clermont County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Board of Township Trustees of Union Township for the year 2015 under the foregoing Funding Agreement have been lawfully appropriated and are in the treasury of Union Township or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Fiscal Officer, Union Township

Dated: _____, 2015

TREASURER'S CERTIFICATE

The undersigned, the Treasurer of West Clermont Board of Education, Clermont County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the West Clermont Board of Education for the year 2015 under the foregoing Funding Agreement have been lawfully appropriated and are in the treasury of West Clermont or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Treasurer, West Clermont

Dated: _____, 2015

UNION TWP / WCSD / UTCIC 2015
EXHIBIT A



RESOLUTION 2015-03

**APPROVING AND AUTHORIZING THE EXECUTION OF A
COOPERATIVE AGREEMENT AMONG WEST CLERMONT
SCHOOL BOARD AND UNION TOWNSHIP CLERMONT COUNTY
COMMUNITY IMPROVEMENT CORPORATION**

The Union Township Board of Trustees met in Special Session on January 5, 2015 at the Union Township Civic Center, 4350 Aicholtz Road, Cincinnati, Ohio, with the following members present: Lloyd Acres, Matthew Beamer, and John McGraw.

Mr. _____ moved to adopt the following resolution:

WHEREAS, Union Township, Clermont County, Ohio (the "Township") has determined to promote the economic development in the Township, including through the promotion of residential and commercial growth of certain areas of the Township; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.73, et seq. (together with related provisions of the Ohio Revised Code, the "TIF Act"), the Township may establish a tax increment financing program ("TIF Program") by, among other things, (i) declaring the increase in assessed value of real property located in the Township to be a public purpose, thereby exempting such increase from real property taxation for a period of time (the "TIF Exemption"); (ii) specifying public infrastructure improvements made, to be made, or in the process of being made, that directly benefit such real property; (iii) providing for the making of service payments in lieu of taxes by the owners of such real property ("Service Payments"); (iv) providing for compensation payments to the affected school districts out of such Service Payments; and (v) establishing one or more township public improvement tax increment equivalent funds into which such Service Payments shall be deposited; and

WHEREAS, the Township has identified certain real property located in the Township and further described in Exhibit A attached hereto and made a part hereof as the "School District Property to be Conveyed to the Township" and the "Other Property" (collectively, the "TIF Properties") that may be developed or redeveloped in the future and which would benefit from the TIF Program; and

WHEREAS, the Township expects that the owners of the TIF Properties will make or cause to be made improvements to the TIF Properties consistent with the objectives of the TIF Program, and the Township intends to require such owners to make Service Payments with respect to the improvements to the TIF Properties; and

WHEREAS, the Township intends to use the Service Payments to make or cause to be made certain "public infrastructure improvements," as defined in the TIF Act, that, once made, will directly benefit the TIF Properties; and

WHEREAS, the Township has created the Union Township Clermont County Community Improvement Corporation, Inc. (the "CIC") to, among other things, promote economic development within the Township, and the state of Ohio; and

WHEREAS, the School District currently operates a middle school and a high school on the Glen Este campus, comprised of several sites and described in Exhibit A as the "School District Property to be Conveyed to the Township" (collectively, the "Existing Glen Este Campus Site"), and the School District has determined to construct a new high school facility on a new site described in Exhibit A as the "New High School Site to be Acquired by the School District" (the "New High School Site") in order to better serve and educate the residents of the School District; and

WHEREAS, in connection with the TIF Program, the Township has agreed to pay certain compensation to the School District in exchange for the School District's approval that the Township may authorize tax increment financing and real property tax exemptions under the TIF Statutes from time to time for any developments in accordance with the TIF Program; and

WHEREAS, the School District and the Township have begun negotiation of a proposed "Cooperative Agreement relating to the acquisition of property for economic development, redevelopment and the creation of a new educational facility in Union Township, Clermont County, Ohio" (the "Cooperative Agreement") providing for the actions described in these recitals; and

WHEREAS, this Board has determined to authorize the execution of the Cooperative Agreement on behalf of the Board by the Township Administrator;

NOW, THEREFORE be it resolved by the Union Township Board of Trustees, Clermont, Ohio that the Board hereby accepts the terms and conditions of the Exhibit A and authorizes the Township Administrator to execute all documents relative to the terms and conditions accepted and approved.

BE IT FURTHER RESOLVED that this Board, upon majority vote, does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

BE IT FURTHER RESOLVED that this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

BE IT FURTHER RESOLVED that this Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately.

Mr. _____ seconded the motion to adopt the Resolution. On the roll call being called the vote resulted as follows:

Mr. Acres _____

Mr. Beamer _____

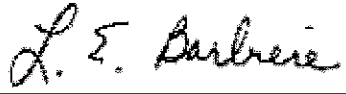
Mr. McGraw _____

Resolution 2015-03 adopted January 5, 2015.

ATTEST:

Ronald Campbell
Union Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri
Union Township Law Director

CERTIFICATION

I, Ronald B. Campbell, Fiscal Officer of Union Township, do hereby certify that the foregoing is taken and copied from the Record of the Proceedings of Union Township; that the same has been compared by me with the Resolution of said Record and that it is a true and correct copy thereof.

Ronald B. Campbell
Union Township Fiscal Officer

**UNION TOWNSHIP
BOARD OF TRUSTEES
SPECIAL MEETING AGENDA**

January 5, 2015 – 6:30 PM
Union Township Civic Center
4350 Aicholtz Road, Union Township, Ohio 45245
www.union-township.oh.us

CALL TO ORDER: John K. McGraw, Chair

PLEDGE OF ALLEGIANCE: John K. McGraw, Chair

ROLL CALL: John K. McGraw, Chair
Lloyd Acres, Vice-Chair
Matthew Beamer, Trustee

APPOINT CLERK PRO TEM

NEW BUSINESS

A. Resolution 2015-03

Motion to adopt Resolution 2015-03, entering into an Intergovernmental Agreement between West Clermont Local Schools, the Union Township Community Improvement Corporation, Inc., and the Union Township Board of Trustees, and further authorizing the Township Administrator to execute any and all documents relative thereto, in furtherance of the same.

COMMENTS FROM BOARD MEMBERS

PUBLIC COMMENTS



START!

Union Township
Cooperative Agreement

January 2015



START !

COMMUNITY BUILDING

- 2015 – Building upon existing Momentum
 - Commercial
 - Ivy Pointe
 - Total Quality Logistics
 - TATA/5ME/SENCO
 - Children’s Hospital
 - New Facility Announcement in 1st Quarter 2015
 - AP Technology
 - General Data
 - Key Resin



START !

COMMUNITY BUILDING

— Retail

- Eastgate Mall
- Jungle Jims
- Meijer
- Former Garden Ridge Site
- Wal-Mart
- Eastgate Station (PEBB)
- Holman Family Group
- Wyler Family Group
- Beechmont Ford



START!

COMMUNITY BUILDING

— Residential

- Wetherby Farms
- Liberty Crossing
- Avalon Station
- Terrace Ridge
- Polo Fields
- Savannah Ridge



START !

COMMUNITY BUILDING

– Infrastructure

- Eastern Corridor
 - I-275 Enhancements
 - State Route 32 Improvements
 - Eastgate North Road Improvements
 - Clough Pike Improvements
 - State Route 125 Improvements
 - Eastgate Boulevard Road Improvements
 - Aicholtz Road Improvements
 - Ivy Pointe Extension
 - Bach Buxton Road Improvements
 - Gleneste-Withamsville Road Improvements
 - Clepper Lane Modification



START!

COMMUNITY BUILDING

- Existing Cooperative Working Arrangement with The West Clermont School Board & Others
 - Began formalized cooperation in 2002
 - Established a framework to enhance Union Township through economic development using public tools
 - Vision of a Civic Center
 - Combined Administration of School Board & Township
 - » Eliminate dated facilities
 - » Eliminate Operating Expense for Schools
 - » Create A sense of “Place” for Union Township
 - Create Tax Increment Financing Projects
 - Improve Roads
 - Enlist Other Private Partners



START !

COMMUNITY BUILDING

- New Cooperative Working Arrangement with West Clermont & the Union Township CIC
 - Opportunity to create a new School Facility
 - Vests the Township in the success of the Schools
 - Establishes a Public Private Partnership encouraging Economic Development
 - Union Township Board of Trustees
 - West Clermont School Board
 - Union Township CIC
 - Private Development



START!

COMMUNITY BUILDING

- Project
 - Properties Involved _____
 - The Township & CIC Shall:
 - Establish a TIF on property within the area for thirty (30) years and dedicate the first \$2 million in Net Service Payments to the School Board
 - Work with the School to rezone property to be used for a new high school
 - Hire and pay for a Design Build Criteria Architect/Engineer to work with the School Board to create the vision
 - Reimburse the School Board any amount greater than \$50,000 per acre for the purchase of the new high school site
 - Cooperate with the application of any grant in conjunction with the new high school site



START!

COMMUNITY BUILDING

- Project
 - The School Board Shall:
 - Build a new high school facility
 - Waive time and any other notice requirements related to any TIF projects
 - Cooperate and not oppose any JEDD's in this project
 - Transfer the property vacated by this project and owned by the Board to the Township for \$1
 - Pay for the new high school site
 - Cooperate with the township/CIC in the application of any grants for the project



START !

COMMUNITY BUILDING

- Project
 - Next Step(s):
 - Execute the Cooperative Agreement
 - Contract for the Purchase of the School Site (Existing LOI)
 - Hire a Design Architect/Engineer
 - Close on Property
 - Establish TIFs
 - Market Land for Development
 - Notify ODOT & Clermont County TID of Project



START!

COMMUNITY BUILDING

- Questions from the Board