

## RECORD OF PROCEEDINGS

### Minutes of the West Clermont Local School Board Special Meeting Held at the Union Township Civic Center, on Tuesday, December 22, 2009

The Board of Education of the West Clermont Local School District met in Special Session at 5:00 p.m. on Tuesday, December 22, 2009 at Union Township Civic Center, 4350 Aicholtz Road, Cincinnati, OH 45245.

Board members answering roll call: Mrs. Jo Ann Beamer, Mr. Jeff Burgess, Mrs. Barbara Hartman, Mr. Dan Krueger and Mr. Doug Young.

#### **RESOLUTION 09-229 – RESOLUTION TO WAIVE 45 DAY NOTICE PROVISION OF ORC 5709.73 TIF EXEMPTION**

Motion by Hartman, seconded by Burgess that the Board approve the following Resolution:

WHEREAS, Union Township has notified the School District of its intent to establish Tax Incentive Districts in Union Township to provide tax increment financing (“TIFs”) and to declare improvements to certain parcels of real property located in the Tax Incentive Districts to be a public purpose;

And WHEREAS, Union Township has sent a formal notice letter dated November 16, 2009 requesting specific exemptions for specific real estate parcels;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the West Clermont Local School District, Clermont County, Ohio:

Section 1: The School District hereby waives the 45 day notice provision of ORC 5709.73 as to the TIF exemption set forth in the attached notice letter, contingent on the Township Trustees’ waiver of the 14 day certification requirement and waiver of the right to pursue the exemption as a result of the failure to meet the 14 day certification requirement of ORC 5709.73 (D).

Section 2: The School District, pursuant to ORC 5709.73 (D), hereby approves the exemptions set forth in the attached notice on the condition that the Board of Township Trustees and the Board of Education negotiate an agreement providing for compensation to the school district in an amount that is mutually agreeable, as long as such agreement is fully executed on or before December 31, 2009.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger.

Nays: Young. Motion carried.

#### **RESOLUTION 09-230 – APPROVE PROPOSED TAX INCREMENT FINANCE DISTRICT AND AMENDMENT – BEECHMONT TOYOTA**

Motion by Krueger, seconded by Beamer that the Board approve this Tax Incentive Agreement (the “Agreement”) made and entered into as of the 22nd day of December, 2009 among the West Clermont Local School District, Clermont County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and Union Township, Clermont County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

#### **WITNESSETH THAT:**

WHEREAS, Sections 5709.73 *et seq.* of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the township in lieu of taxes (“Service Payments in Lieu of Taxes”), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the

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entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on November 16, 2009, the Township notified the School District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Section 5709.73, Ohio Revised code, for improvements to certain real property located within the boundaries of the Township and the School District, which real property is described in Exhibit "A" attached hereto and made a part hereof (the "Exempted Property"), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the "Public Improvements") in order to induce the Property Owners to develop the exempted Property; and

WHEREAS, the Trustees intend to exempt from real property taxation one hundred percent (100%) of such improvements for a period of thirty years (the "TIF Exemption"); and

WHEREAS, the Board of Education of the School District passed a resolution on December 22, 2009 (the "School District Resolution") approving the TIF Exemption on the condition that the parties hereto enter into this Agreement; and

WHEREAS, the Township has, pursuant to Resolution No. 2009-32 of the Board of Trustees of the Township adopted on December 22, 2009 (the "Township Resolution") granted the TIF Exemption and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Tax Incentives; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

#### SECTION 1. Approval of the TIF Exemption; Compensation to School district while TIF Exemption in Effect.

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the further improvements to the exempted Property for a period of up to thirty years, commencing on December 31, 2009 and ending no later than December 31, 2039.

(b) During any year or any portion thereof, in which the School District would have received property tax payments derived from the Exempted Property, but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to the additional amount of property tax payments derived from the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption, **less the amount of the total additional revenues the School District would receive if the Exempted Property is exempt under Section 5709.73 of the Ohio Revised Code ("the TIF Compensation") as determined by the Treasurer of the School District (the "Treasurer") and certified to the Township.** TIF Compensation due under this subsection shall have priority over any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

(c) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

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(d) Under no circumstances shall the total TIF Compensation due under Sections 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) The Township and School District further agree that Bonds may be issued by the Township to pay the cost of constructing the Public Improvements. Service Payments in excess of the total estimated revenue ("Excess Service Payments") will be used to prepay or retire Bonds early. Approximately one year prior to the final payment on any Bonds issued by the Township, the Township and the School District shall determine if they want to terminate the TIF Exemption according to the terms hereof or if they want to begin negotiating the terms of an amendment to this Agreement.

(f) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(g) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the Tax Increment Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Clermont County Auditor by the Tax Commissioner of the State of Ohio.

**SECTION 2. Certification of TIF Compensation Amount.** Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer shall certify the amount of the TIF Compensation to the Township in the form of an invoice.

**SECTION 3. Payment of TIF Compensation.** Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Redevelopment Fund and the Chief Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

**SECTION 4. Resolution of Disputes.** In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer and the Township Fiscal Officer or Administrator shall meet with the Clermont County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer and the Township Clerk or Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

**SECTION 5. Late Payments.** Except for the case where a TIF Compensation payment is delayed pursuant to a dispute, as provided in Section 4 hereof, and the dispute results in a determination by the County Auditor that the amount of the TIF Compensation amount is an amount different than the amount initially certified by the Clerk, any late TIF Compensation payments shall bear interest at the then current rate established under Sections 323.121 (B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time.

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**SECTION 6. Notices.** All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

West Clermont Local School District  
4350 Aicholtz Road  
Cincinnati, Ohio 45245  
Attn: Treasurer

Union Township  
4350 Aicholtz Road  
Cincinnati, Ohio 45245  
Attn: Township Administrator

**SECTION 7. Duration of Agreement; Amendment.** This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Incentives are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

**SECTION 8. Waiver.** No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

**SECTION 9. Merger; Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

**SECTION 10. Binding Nature.** This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

**SECTION 11. Severability.** Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

**SECTION 12. Counterparts; Captions.** This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**SECTION 13. Filing of Agreement.** The Fiscal Officer of Union Township, Clermont County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.

Nays: None. Motion carried.

### **RESOLUTION 09-231 – APPROVE PROPOSED TAX INCREMENT FINANCE DISTRICT AND AMENDMENT – PARK NATIONAL BANK**

Motion by Beamer, seconded by Burgess that the Board approve this Tax Incentive Agreement (the “Agreement”) made and entered into as of the 22nd day of December, 2009 among the West Clermont Local School District, Clermont County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and Union Township, Clermont County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

### **WITNESSETH THAT:**

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

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WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the township in lieu of taxes (“Service Payments in Lieu of Taxes”), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on November 16, 2009, the Township notified the School District of its intent to grant an exemption (the “TIF Exemption”), as authorized by Section 5709.73, Ohio Revised code, for improvements to certain real property located within the boundaries of the Township and the School District, which real property is described in Exhibit “A” attached hereto and made a part hereof (the “Exempted Property”), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the “Public Improvements”) in order to induce the Property Owners to develop the exempted Property; and

WHEREAS, the Trustees intend to exempt from real property taxation one hundred percent (100%) of such improvements for a period of thirty years (the “TIF Exemption”); and

WHEREAS, the Board of Education of the School District passed a resolution on December 22, 2009 (the “School District Resolution”) approving the TIF Exemption on the condition that the parties hereto enter into this Agreement; and

WHEREAS, the Township has, pursuant to Resolution No. 2009-31 of the Board of Trustees of the Township adopted on December 22, 2009 (the “Township Resolution”) granted the TIF Exemption and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Tax Incentives; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

#### **SECTION 1. Approval of the TIF Exemption; Compensation to School district while TIF Exemption in Effect.**

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the further improvements to the exempted Property for a period of up to thirty years, commencing on December 31, 2009 and ending no later than December 31, 2039.

(b) During any year or any portion thereof, in which the School District would have received property tax payments derived from the Exempted Property, but for the Township’s authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to the additional amount of property tax payments derived from the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption, **less the amount of the total additional revenues the School District would receive if the Exempted Property is exempt under Section 5709.73 of the Ohio Revised Code (“the TIF Compensation”)** as determined by the Treasurer of the School District (the “Treasurer”) and certified to the Township. TIF Compensation due under this subsection shall have priority over any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

(c) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to

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make a compensation payment to the School District for the amount not remitted provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Under no circumstances shall the total TIF Compensation due under Sections 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) The Township and School District further agree that Bonds may be issued by the Township to pay the cost of constructing the Public Improvements. Service Payments in excess of the total estimated revenue ("Excess Service Payments") will be used to prepay or retire Bonds early. Approximately one year prior to the final payment on any Bonds issued by the Township, the Township and the School District shall determine if they want to terminate the TIF Exemption according to the terms hereof or if they want to begin negotiating the terms of an amendment to this Agreement.

(f) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(g) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the Tax Increment Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Clermont County Auditor by the Tax Commissioner of the State of Ohio.

**SECTION 2. Certification of TIF Compensation Amount.** Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer shall certify the amount of the TIF Compensation to the Township in the form of an invoice.

**SECTION 3. Payment of TIF Compensation.** Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Redevelopment Fund and the Chief Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

**SECTION 4. Resolution of Disputes.** In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer and the Township Fiscal Officer or Administrator shall meet with the Clermont County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer and the Township Clerk or Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

**SECTION 5. Late Payments.** Except for the case where a TIF Compensation payment is delayed pursuant to a dispute, as provided in Section 4 hereof, and the dispute results in a determination by the County Auditor that the amount of the TIF Compensation amount is an amount different than the amount

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initially certified by the Clerk, any late TIF Compensation payments shall bear interest at the then current rate established under Sections 323.121 (B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time.

**SECTION 6. Notices.** All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

West Clermont Local School District  
4350 Aicholtz Road  
Cincinnati, Ohio 45245  
Attn: Treasurer

Union Township  
4350 Aicholtz Road  
Cincinnati, Ohio 45245  
Attn: Township Administrator

**SECTION 7. Duration of Agreement; Amendment.** This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Incentives are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

**SECTION 8. Waiver.** No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

**SECTION 9. Merger; Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

**SECTION 10. Binding Nature.** This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

**SECTION 11. Severability.** Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

**SECTION 12. Counterparts; Captions.** This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**SECTION 13. Filing of Agreement.** The Fiscal Officer of Union Township, Clermont County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.  
Nays: None. Motion carried.

### **RESOLUTION 09-232 – APPROVE PROPOSED TAX INCREMENT FINANCE DISTRICT AND AMENDMENT – SUMMERSIDE WOODS**

Motion by Beamer, seconded by Hartman that the Board approve this Tax Incentive Agreement (the “Agreement”) made and entered into as of the 22nd day of December, 2009 among the West Clermont Local School District, Clermont County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and Union Township, Clermont County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

**WITNESSETH THAT:**

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WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the township in lieu of taxes (“Service Payments in Lieu of Taxes”), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on November 16, 2009, the Township notified the School District of its intent to grant an exemption (the “TIF Exemption”), as authorized by Section 5709.73, Ohio Revised code, for improvements to certain real property located within the boundaries of the Township and the School District, which real property is described in Exhibit “A” attached hereto and made a part hereof (the “Exempted Property”), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the “Public Improvements”) in order to induce the Property Owners to develop the exempted Property; and

WHEREAS, the Trustees intend to exempt from real property taxation one hundred percent (100%) of such improvements for a period of thirty years (the “TIF Exemption”); and

WHEREAS, the Board of Education of the School District passed a resolution on December 22, 2009 (the “School District Resolution”) approving the TIF Exemption on the condition that the parties hereto enter into this Agreement; and

WHEREAS, the Township has, pursuant to Resolution No. 2009-30 of the Board of Trustees of the Township adopted on December 22, 2009 (the “Township Resolution”) granted the TIF Exemption and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Tax Incentives; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

#### **SECTION 1. Approval of the TIF Exemption; Compensation to School district while TIF Exemption in Effect.**

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the further improvements to the exempted Property for a period of up to thirty years, commencing on December 31, 2009 and ending no later than December 31, 2039.

(b) During any year or any portion thereof, in which the School District would have received property tax payments derived from the Exempted Property, but for the Township’s authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to the additional amount of property tax payments derived from the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption, **less the amount of the total additional revenues the School District would receive if the Exempted Property is exempt under Section 5709.73 of the Ohio Revised Code (“the TIF Compensation”)** as determined by the Treasurer of the School District (the “Treasurer”) and certified to the Township. TIF Compensation due under this subsection shall have priority over

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any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

(c) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Under no circumstances shall the total TIF Compensation due under Sections 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) The Township and School District further agree that Bonds may be issued by the Township to pay the cost of constructing the Public Improvements. Service Payments in excess of the total estimated revenue ("Excess Service Payments") will be used to prepay or retire Bonds early. Approximately one year prior to the final payment on any Bonds issued by the Township, the Township and the School District shall determine if they want to terminate the TIF Exemption according to the terms hereof or if they want to begin negotiating the terms of an amendment to this Agreement.

(f) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(g) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the Tax Increment Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Clermont County Auditor by the Tax Commissioner of the State of Ohio.

**SECTION 2. Certification of TIF Compensation Amount.** Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer shall certify the amount of the TIF Compensation to the Township in the form of an invoice.

**SECTION 3. Payment of TIF Compensation.** Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Redevelopment Fund and the Chief Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

**SECTION 4. Resolution of Disputes.** In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer and the Township Fiscal Officer or Administrator shall meet with the Clermont County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer and the Township Clerk or Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either

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the School District's or the Township's ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

**SECTION 5. Late Payments.** Except for the case where a TIF Compensation payment is delayed pursuant to a dispute, as provided in Section 4 hereof, and the dispute results in a determination by the County Auditor that the amount of the TIF Compensation amount is an amount different than the amount initially certified by the Clerk, any late TIF Compensation payments shall bear interest at the then current rate established under Sections 323.121 (B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time.

**SECTION 6. Notices.** All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

West Clermont Local School District  
4350 Aicholtz Road  
Cincinnati, Ohio 45245  
Attn: Treasurer

Union Township  
4350 Aicholtz Road  
Cincinnati, Ohio 45245  
Attn: Township Administrator

**SECTION 7. Duration of Agreement; Amendment.** This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Incentives are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

**SECTION 8. Waiver.** No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

**SECTION 9. Merger; Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

**SECTION 10. Binding Nature.** This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

**SECTION 11. Severability.** Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

**SECTION 12. Counterparts; Captions.** This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**SECTION 13. Filing of Agreement.** The Fiscal Officer of Union Township, Clermont County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.  
Nays: None. Motion carried.

**RESOLUTION 09-233 – APPROVE RESOLUTION DECLARING INTENT TO CONVERT 2.4  
INSIDE MILLS FROM CURRENT EXPENSE TO PERMANENT IMPROVEMENT AND  
SCHEDULING A PUBLIC HEARING**

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Motion by Hartman, seconded by Young that the Board approve the adoption of the following resolution:

WHEREAS, the West Clermont Local School District (the "District") is nearing the 20 mill floor for current expense effective millage rate for real property taxation; and

WHEREAS, this Board of Education desires to convert 2.4 mills now being levied for current expenses to 1.8 mills to be levied for permanent improvements; and

WHEREAS, this Board of Education intends to provide for a public hearing as required by Section 5705.314, before adopting such proposal.

BE IT RESOLVED, by the Board of Education of the West Clermont Local School District:

SECTION 1. That this Board of Education intends to convert 2.4 mills now being levied for current expenses to 2.4 mills to be levied for permanent improvements.

SECTION 2. That pursuant to Section 5705.314 of the Ohio Revised Code the Board of Education will hold a hearing on February 8, 2010, solely on this proposal before adopting a resolution to implement the proposal. The Board of Education shall publish notice of the hearing in a newspaper of general circulation in the District once a week for two consecutive weeks. The second publication shall be not less than ten (10) nor more than thirty (30) days before the date of the hearing. The notice shall include the date, time, place, and subject of the hearing, and a statement that the change proposed by the Board of Education may result in an increase in the amount of real property taxes levied by the Board of Education.

SECTION 3. That at the time the Board of Education submits the notice for publication, the Board of Education shall send a copy of the notice to the Clermont County Auditor.

SECTION 4. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education, and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121. 22 of the Ohio Revised Code, and the rules of this Board of Education adopted in accordance therewith.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.

Nays: None. Motion carried.

Presentation of Appreciation of Service: A set of bookends were presented to Mr. Jeff Burgess in appreciation for years of service on the School Board.

#### **RESOLUTION 09-234 – EXECUTIVE SESSION**

Motion by Hartman, seconded by Burgess that the Board adjourn into Executive Session for the purpose of considering the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of public employees.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.

Nays: None. Motion carried. The Board withdrew into executive session at 7:55 p.m. The Board returned to regular session at 8:55 p.m.

#### **RESOLUTION 09-235 – APPROVE TREASURER'S CONTRACT**

Motion by Burgess, seconded by Young that the Board approve the addendum to the Treasurer's contract.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.

Nays: None. Motion carried.

#### **RESOLUTION 09-236 – APPROVE SUPERINTENDENT CONTRACT**

**RECORD OF PROCEEDINGS**

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Motion by Burgess, seconded by Hartman that the Board approve the addendum to the Superintendent's contract.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.  
Nays: None. Motion carried.

**RESOLUTION 09-237 - ADJOURN**

Motion by Hartman, seconded by Burgess that the meeting adjourn.

Voting Aye on the roll call: Beamer, Burgess, Hartman, Krueger, Young.  
Nays: None. Motion carried. The meeting adjourned at 9:15 p.m.

\_\_\_\_\_  
Jo Ann Beamer, President

ATTEST:

\_\_\_\_\_  
Alana Cropper, Treasurer