

PUBLIC NOTICE

AGENDA
ADMINISTRATIVE SERVICES COMMITTEE MEETING
Chair: Ed Brady
Committee Members: Lisa Evans and Kim Chamberland

Tuesday, April 9, 2019 at 4:30 p.m.
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Pledge of Allegiance

Committee Roll Call

Proceedings: Approval of the February 18, 2019 Administrative Services
Committee Minutes

Agenda Items:

- Settlement Agreement Agreed Entry: State of Ohio ex rel Richardson v. City of Milford
- Third Amendment to the Professional Sports Facility Development Agreement between the City of Milford, Clermont County Convention and Visitors Bureau and FCC Training Facility, LLC
- First Amendment to the Professional Sports Facility Cooperative Agreement between the City of Milford, Clermont County Convention and Visitors Bureau, Clermont County Port Authority and FCC Training Facility, LLC
- JEDD VI Agreement between City of Milford and Union Township Clermont County
- And all additional matters that may properly come before the committee

Adjourn

Administrative Services Committee
February 18, 2019
Minutes

Lisa Evans called the meeting to order at 4:30pm

Committee Members Present: Kim Chamberland, Lisa Evans

Staff: Michael Doss, City Manager; Lori Pegg, Community Services Manager

Transfer of Right of Way Property at 5 Water Street

Mr. Doss presented a request from Beauty Ridge LLC for a transfer of a portion of the public right away south of the 5 Water Street property that they have purchased and plan to demolish. The preliminary redevelopment plans include a new multi-story, masonry veneered building with a mixed-use concept to replace the current building that is in very poor aesthetic condition. The demolition site plan application was submitted for review on January 8, 2019. Beauty Ridge expects this transfer of right of way to enhance the development for the betterment of the City, its businesses and residents alike by improving the view of vehicular and pedestrian traffic over the bridge as well as recreational traffic in the Little Miami River and along the Bike Trail.

The Law Director and staff have determined this property is of no value to the City as it was an easement for the former bridge that was demolished and replaced.

The Committee agreed to make a motion to approve a Right of Way transfer at 5 Water Street to Beauty Ridge LLC

MCFD Fire Department Grant Application

On behalf of Captain Nick Thiele of the Milford Community Fire Department, Mr. Doss presented a grant application that they would like to submit to the Ohio Department of Commerce that will fund six new radios and equipment. The total amount requested in the grant is \$14,947.83.

The City of Milford is applying for the grant on behalf of the Milford Community Fire Department and the grant amount will enter the city's books as revenue, with a corresponding expense distribution for the equipment.

The Committee agreed to make a motion authorizing the Law Director to prepare an ordinance authorizing 2019 appropriations amending ordinances 18-1413 and 19-1422 in the amount of \$14,947.83 or grant amount contingent on Ohio Department of Commerce approval of Milford Community Fire Department equipment grant application.

Milford First United Methodist Church Use of Easement Area

The Methodist Church received approval from Planning Commission to operate a child daycare center at their church property. As part of the state licensing requirement for the daycare, they must provide a play area for the children. They would like to use an area of approximately 2200 square feet immediately behind the church building. The area they are proposing lies within an easement, and they are requesting City Council grant the church a license to operate the daycare play area within the easement area.

Staff spoke with the Law Director and he indicated that City Council could grant a license to the Methodist Church allowing them to use the easement area. He did not recommend dissolving the easement. Police and Fire Services did not see any issues locating the play area in the easement. As part of the Planning Commission approval several conditions were added:

1. The Church will need to provide a letter from St. Andrews Church giving them permission to place the play area in the easement. (see attached letter)
2. Request a license from City Council to allow the use of the easement area. Police and Fire Services did not see any issues locating the play area in the easement.

The committee discussed what would happen with the easement when/if the daycare goes out of business. Would the City be left with pavement that needed to be replaced, or would they restore the easement to its original condition? After reviewing the original easement agreement it was determined that as agreed upon in easement (b) A non-exclusive perpetual easement for purposes of ingress and egress by vehicular and pedestrian travel and for all customary roadway purposes on, over, upon and across a 20 foot wide strip of land (the "easement area"). Grantor (MFUMC), at its sole cost and expense, shall construct, reconstruct, repair and maintain the roadway within the Easement area, that they grantor shall be responsible for returning the easement to its original condition.

The Committee agreed to make a motion authorizing a license agreement with the Milford United Methodist Church permitting the use of the 20' Ingress/Egress easement as a child play area.

Additional Business appropriate to come before the committee

There was no additional business

Ms. Evans made a motion to adjourn and Ms. Chamberland seconded, the meeting was adjourned at 4:48pm.

Respectfully Submitted,

Lori Pegg

**CLERMONT COUNTY
COURT OF COMMON PLEAS**

**STATE OF OHIO, ex rel,
RACHEL RICHARDSON**

:

CASE NO. 2018 CVH 01370

:

Relator,

JUDGE: McBride

-vs-

:

THE CITY OF MILFORD, et al.

:

Respondents.

AGREED ENTRY

By agreement of the parties and the Court having been sufficiently advised, now therefore:

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. State of Ohio ex. rel. Rachel Richardson ("Relator") has filed this action against Respondents City of Milford and its agents Ed Brady, Sandy Russell, Ted Haskins, Lisa Evans, Kim Chamberland, Amy Brewer, and Fred Albrecht in their official capacities (collectively "Respondents") for certain violations of the Ohio Open Meetings Act under R.C. § 121.22.
2. The City of Milford agrees to a declaratory judgment that it has technically violated provisions of the Open Meetings Act, but, it did not intentionally violate the Act or hold any secret meetings.
3. With respect to any future Special Council meetings of Milford Council, Council will not hold any votes, or pass any motions, resolutions, or ordinances unless those actions were specifically mentioned in the special meeting notices provided to the public.

4. With respect to future meetings of Milford's Committee of the Whole, Council will not meet and/or conduct business as the Committee of the Whole without first providing public notice twenty four (24) hours in advance that the Committee of the Whole is meeting, whether in its own meeting, during a regular Council meeting, or a special Council meeting.

5. With respect to any future meetings of Milford Council's committees and subcommittees, Milford shall have each committee and subcommittee prepare and adopt separate meeting minutes to be maintained in the journal.

6. Respondents, and their successors-in-office, City Clerk, and City Manager, are hereby required to receive, within twelve months of the date of this Agreed Entry, three (3) hours of remedial training on Ohio's Sunshine Laws and Open Meetings Act from an agreed upon attorney/firm during regular meetings and to provide to Relator proof of such attendance.

7. The Parties acknowledge the agreed entry filed in Case No. 2016 CVH 00234 is still in effect; however, this Agreed Entry clarifies that "competitive bidding" is not required for the City of Milford to purchase real property.

8. It is further ordered and decreed that, pursuant to the Open Meetings Act, the Milford City shall pay: (i) \$2,000.00 to Relator as civil forfeiture/statutory damages; and (ii) \$35,000.00 to Relator's counsel as the attorney fees and costs incurred herein.

9. The parties acknowledge service of process and waive any needed amendments or defects herein.

10. The parties represent they were each afforded the opportunity to consult with independent legal counsel prior to entering into this Agreed Entry.

11. This Agreed Declaratory Judgment and Injunctive Relief resolves and disposes of any and all claims of Relator held in any capacity against the Respondents and their attorneys relating to all matters which may have occurred prior to the date of this Entry including, but not

limited to, Relator's attorneys' fees, the claims asserted in the Complaint and Amended Complaints filed in this action and shall operate as res judicata and collateral estoppel against comparable claims being raised against Respondents.

12. This Agreed Entry has been officially approved by the Milford City Council prior to the filing of this Agreed Entry.

13. Accordingly, the parties agree that this case is dismissed with prejudice. The Court retains jurisdiction to enforce the injunctive relief specified herein.


14. The City reserves the right under Ohio law, its Home Rule powers, and the Ohio Constitution to lawfully amend its Charter as the need arises in the future. Nothing herein shall be construed to prohibit the City of Milford from amending the Charter pursuant to and in accordance with the provisions of the Charter

IT IS SO ORDERED.

DATED: _____

Judge McBride

AGREED:



Matt Miller Novak (OH #0091402)
GODBAY LAW, LLC
708 Walnut Street, Suite 600
Cincinnati, Ohio 45202
P: (513) 241-6650
F: (513) 241-6649
matt@godbeylaw.com

Attorney for Relator

Scott A. Sollmann (OH #0081467)
SCHROEDER, MAUNDRELL, BARBIERE & POWERS
Socialville Foster, Suite 200
Mason, OH 45040
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ssollmann@smbplaw.com

Attorney for Respondent

**THIRD AMENDMENT TO
PROFESSIONAL SPORTS FACILITY
DEVELOPMENT AGREEMENT**

Among

CITY OF MILFORD, OHIO

And

CLERMONT COUNTY OHIO CONVENTION & VISITORS BUREAU

And

FCC TRAINING FACILITY, LLC

Dated as of April __, 2019

THIS THIRD AMENDMENT TO PROFESSIONAL SPORTS FACILITY DEVELOPMENT AGREEMENT (this "Third Amendment") is made and entered into as of the ___ day of April, 2019, among the **City of Milford, Ohio**, an Ohio municipal corporation, with an address of 745 Center Street, Suite 200, Milford, Ohio 45150 (the "City"), the **Clermont County Ohio Convention & Visitors Bureau**, a non-profit corporation existing under the laws of the State of Ohio, with an address of P.O. Box 100, 410 East Main Street, Batavia, Ohio 45103 (the "CVB"), and **FCC TRAINING FACILITY, LLC**, an Ohio limited liability company, with an address of 14 E. 4th Street, Third Floor, Cincinnati, Ohio 45202 (the "Developer" and together with the City and the CVB, the "Parties"), witnesseth:

RECITALS:

1. The Parties have previously entered into that certain Professional Sports Facility Development Agreement dated as of August 15, 2018 (the "Original Agreement").
2. The Parties have previously amended certain sections of that Original Agreement by entering into that certain First Amendment to Professional Sports Facility Development Agreement dated as of October 16, 2018 (the "First Amendment").
3. The Parties have previously amended certain sections of that Original Agreement by entering into that certain Second Amendment to Professional Sports Facility Development Agreement dated as of December 18, 2018 (the "Second Amendment").
4. The Parties intend to further amend the Original Agreement in order to extend a certain deadline applicable under the Original Agreement, which was heretofore amended by the First Amendment and the Second Amendment.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. AMENDMENT TO SECTION 10

Section 10 of the Original Agreement is hereby further amended and restated in its entirety to read as follows:

"This Development Agreement shall terminate on October 31, 2019 (the "Termination Date") if, by such date, the City has not issued the City Securities and appropriated any additional funds necessary, if any, to pay for the Public Project Costs; provided, however, that the Developer may extend the Termination to such later date as the Developer may, in its sole discretion, deem reasonable by giving written notice of such extension to the other Parties prior to the Termination Date."

SECTION 2. MISCELLANEOUS

A. No Other Modifications. Except as expressly set forth above, all other terms and conditions contained in the Original Agreement, as amended by the First Amendment, shall remain in full force and effect. The Original Agreement, as amended by the First Amendment and as further amended

and supplemented hereby, is in all respects ratified and confirmed, and remains in full force and effect and shall not be further modified except by a writing executed by the Parties.

B. Governing Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the Parties, or their respective agents and employees, arising out of or relating to this Third Amendment or its breach will be decided in a court of competent jurisdiction within the County or Clermont, Ohio.

C. Severability. If any provision of this Third Amendment is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Third Amendment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Third Amendment and the remaining provisions of this Third Amendment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Third Amendment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Third Amendment a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

D. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Third Amendment 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, officer, agent or employee of the City, the CVB, or the Developer other than in his or her official capacity, and neither the members of the legislative bodies of the City or the CVB, nor any member of the Developer, nor any official of the City, the CVB, or the Developer executing this Third Amendment shall be liable personally under this Third Amendment or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City, the CVB, and the Developer contained in this Third Amendment

E. Counterparts. This Third Amendment may be executed in counterpart, and in any number of counterparts, each of which shall be treated as an original and all of which, together, shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS HEREOF, the City, the CVB, and the Developer have caused this Third Amendment to be executed in their names by their duly authorized officers, all as of the day and the year first written above.

CITY OF MILFORD, OHIO

By: _____
Name: Michael Doss
Title: City Manager

CLERMONT COUNTY OHIO CONVENTION & VISITORS BUREAU

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: Mike Minniear
Title: Law Director

FCC TRAINING FACILITY, LLC

By: _____
Name: _____
Title: _____

Draft of 04-05-2019

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Third Amendment, certifies hereby that the City has no present financial obligation under the foregoing Third Amendment during Fiscal Year 2019. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Milford, Ohio

Dated: _____, 2019

Draft of 04-05-2019

**FIRST AMENDMENT TO
PROFESSIONAL SPORTS FACILITY
COOPERATIVE AGREEMENT**

Among

CITY OF MILFORD, OHIO

And

CLERMONT COUNTY OHIO CONVENTION & VISITORS BUREAU

And

FCC TRAINING FACILITY, LLC

And

Clermont County Port Authority

Dated as of April __, 2019

THIS FIRST AMENDMENT TO PROFESSIONAL SPORTS FACILITY COOPERATIVE AGREEMENT (this "First Amendment") is made and entered into as of the ___ day of April, 2019, among the **City of Milford, Ohio**, an Ohio municipal corporation, with an address of 745 Center Street, Suite 200, Milford, Ohio 45150 (the "City"), the **Clermont County Ohio Convention & Visitors Bureau, Inc.**, a non-profit corporation existing under the laws of the State of Ohio, with an address of P.O. Box 100, 410 East Main Street, Batavia, Ohio 45103 (the "CVB"), the **Clermont County Port Authority**, an Ohio port authority and political subdivision (the "Port Authority") and **FCC TRAINING FACILITY, LLC**, an Ohio limited liability company, with an address of 14 E. 4th Street, Third Floor, Cincinnati, Ohio 45202 (the "Developer" and together with the City, the CVB and the Port Authority, the "Parties"), witnesseth:

RECITALS:

1. The Parties have previously entered into that certain Professional Sports Facility Cooperative Agreement dated as of November 20, 2018 (the "Original Agreement").
2. The Parties intend to amend the Original Agreement in order to extend a certain deadline applicable under the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. AMENDMENT TO SECTION 3

Section 3.A.(i) of the Original Agreement is hereby further amended and restated in its entirety to read as follows:

"No later than October 31, 2019, the City will take all necessary and reasonable steps to issue the City Securities in the principal amount described below which will, together with monies originally provided by the Developer as described below, provide sufficient monies to pay the costs of acquiring the Property (such costs being the "Public Project Costs"). The City Securities, hereinafter the "City Securities", will be issued in an amount equal to the lesser of (i) the Public Project Costs, or (ii) an amount sufficient to yield net proceeds of \$3,500,000 for application towards the Public Project Costs. The City Securities are expected to be payable solely from the City's lawfully available, nontax revenues. The issuance of the City Securities will be subject to additional legislation of the City, receipt of a favorable opinion of counsel to the City, and the availability of a market for the securities."

SECTION 2. MISCELLANEOUS

A. No Other Modifications. Except as expressly set forth above, all other terms and conditions contained in the Original Agreement, as amended by the First Amendment, shall remain in full force and effect. The Original Agreement, as amended by the First Amendment and as further amended and supplemented hereby, is in all respects ratified and confirmed, and remains in full force and effect and shall not be further modified except by a writing executed by the Parties.

B. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the Parties, or their respective agents and employees, arising out of or relating to this First Amendment or its breach will be decided in a court of competent jurisdiction within the County or Clermont, Ohio.

C. Severability. If any provision of this First Amendment is held to be illegal, invalid or unenforceable, said provision will be fully severable. This First Amendment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this First Amendment and the remaining provisions of this First Amendment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this First Amendment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this First Amendment a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

D. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this First Amendment 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, officer, agent or employee of the City, the CVB, or the Developer other than in his or her official capacity, and neither the members of the legislative bodies of the City or the CVB, nor any member of the Developer, nor any official of the City, the CVB, or the Developer executing this First Amendment shall be liable personally under this First Amendment or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City, the CVB, and the Developer contained in this First Amendment

E. Counterparts. This First Amendment may be executed in counterpart, and in any number of counterparts, each of which shall be treated as an original and all of which, together, shall constitute one and the same instrument.

(Signature Page Follows)

Draft

IN WITNESS HEREOF, the City, the CVB, and the Developer have caused this First Amendment to be executed in their names by their duly authorized officers, all as of the day and the year first written above.

CITY OF MILFORD, OHIO

By: _____
Name: Michael Doss
Title: City Manager

CLERMONT COUNTY OHIO CONVENTION & VISITORS BUREAU

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: Mike Minniear
Title: Law Director

FCC TRAINING FACILITY, LLC

By: _____
Name: _____
Title: _____

CLERMONT COUNTY PORT AUTHORITY

By: _____
Name: Andrew Kuchta
Title: Executive Director

Draft of 04-05-2019

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing First Amendment, certifies hereby that the City has no present financial obligation under the foregoing First Amendment during Fiscal Year 2019. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Milford, Ohio

Dated: _____, 2019

Draft of 04-05-2019

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Port Authority under the foregoing First Amendment, certifies hereby that the Port Authority has no present financial obligation under the foregoing First Amendment during Fiscal Year 2019. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
Clermont County Port Authority

Dated: _____, 2019

Draft of 04-05-2019

**UNION TOWNSHIP-CITY OF MILFORD
JOINT ECONOMIC DEVELOPMENT DISTRICT 6
CONTRACT**

The contracting parties hereby enter into this Contract to create the Union Township Joint Economic Development District 6 [Gleneste Campus JEDD] pursuant to lawful authority and for good and valuable consideration as more fully set forth:

1. Parties - The contracting parties are:

A. Union Township Trustees [hereinafter sometimes referred to as "Township"]
4350 Aicholtz Road
Cincinnati, OH 45245

and

B. City of Milford [hereinafter sometimes referred to as "City"]
745 Center Street
Suite 200
Milford, OH 45150

2. **Recitals** - The contracting parties are creating the Union Township Joint Economic Development District 6 [Gleneste Campus JEDD] for the purpose of facilitating economic development to create jobs and employment opportunities and to improve the economic welfare of the people in Union Township, the City of Milford, Clermont County, the State of Ohio and in the area of the contracting parties.

The contracting parties share a common interest in facilitating economic development in the Eastgate and surrounding areas which will bring economic development, jobs and revenue to the contracting parties and to the County and State. The parties acknowledge the economic potential of commercial development to occur within the proposed Gleneste Campus JEDD territory. Furthermore, the parties acknowledge the benefits associated with regional cooperation and planning beyond the geographic boundaries of the contracting parties.

3. **Authority** - This Contract is entered into pursuant to the authority of R.C. 715.72 et.al. and other applicable sections of the Ohio Revised Code.

4. **Location** - The Union Township Joint Economic Development District 6 (Gleneste Campus JEDD) is located entirely within Union Township, Clermont County, Ohio. The Gleneste Campus JEDD is located in the vicinity of 4342 Gleneste-Withamsville Road, Cincinnati, Ohio 45245, and consists of the following Clermont County Auditor Parcel

Identification Numbers:

<u>PIN</u>	<u>OWNER</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>
413102A007.	BOARD OF TRUSTEES OF UNION TOWNSHIP	4350 AICHOLTZ ROAD	CINCINNATI OH 45245
414220B045.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
413103I304.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
413102A122.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
414220B044.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
414220B047.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
414220B046.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
414220B058.	UNION TOWNSHIP CLERMONT COUNTY CIC INC	4350 AICHOLTZ ROAD	CINCINNATI OH 45245
414220B048.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
413102A119.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
413102A108.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
414220B057.	UNION TOWNSHIP	4350 AICHOLTZ RD	CINCINNATI OH 45245
413102A110.	UNION TOWNSHIP CLERMONT COUNTY CIC INC	4350 AICHOLTZ RD	CINCINNATI OH 45245
413102A206.	BOARD OF TRUSTEES OF UNION TOWNSHIP	4350 AICHOLTZ ROAD	CINCINNATI OH 45245
414220B043.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245
413102A205.	BOARD OF TRUSTEES OF UNION TOWNSHIP	4350 AICHOLTZ ROAD	CINCINNATI OH 45245
413102A003.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ ROAD	CINCINNATI OH 45245
413102A107.	UNION TOWNSHIP BOARD OF TRUSTEES	4350 AICHOLTZ RD	CINCINNATI OH 45245

5. **Nexus** - Union Township is contiguous to the City of Milford. The Gleneste Campus JEDD is located entirely within Union Township. Milford and Union Township are both located within Clermont County, Ohio. Hence the geographic eligibility requirements regarding the contracting parties set forth in R.C. 715.72 et.al are satisfied.

6. **JEDD Criteria** - The areas to be included in the Gleneste Campus JEDD meet all of the following criteria:

- A. The areas are located entirely within Union Township;
- B. No electors reside within the area or areas as of the effective date of this Contract, except for those residents residing in a mixed-use development; and
- C. The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township.

Hence the criteria for inclusion of areas set forth in R.C. 715.72 et.al. are satisfied.

7. **Territory** - The areas to be included within the Union Township Joint Economic Development District 6 (Gleneste Campus JEDD) consist of approximately 104.58 +/- acres and are collectively referred to as the Gleneste Campus JEDD Territory. The following areas are to be included in the Union Township Joint Economic Development District 6 (Gleneste Campus JEDD):

LEGAL DESCRIPTIONS - See Exhibits A attached.

<u>Original Parcel Number</u>	<u>Acreage</u>	<u>Exhibit</u>
413102A007.	1.09	A
414220B045.	0.46	A
413103I304.	18.71	A
413102A122.	0.30	A
414220B044.	0.45	A
414220B047.	0.46	A
414220B046.	0.46	A
414220B058.	0.49	A
414220B048.	0.46	A
413102A119.	28.48	A
413102A108.	13.92	A
414220B057.	0.49	A
413102A110.	0.52	A
413102A206.	1.77	A
414220B043.	0.48	A
413102A205.	0.96	A

Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the Union Township Zoning Resolution as currently in effect or as amended from time to time.

9. **Economic Development Plan** - The contracting parties approve and ratify Union Township's Economic Development Plan for the Gleneste Campus JEDD territory.

See Exhibit D attached.

10. **Acknowledgment** - Each contracting party acknowledges it is entering into this Contract freely and without duress or coercion for the stated public purpose of promoting economic development.

11. **Public Hearing/Approval** - Before any of the contracting parties held public hearings relative to this Contract, or otherwise subsequently approved this Contract, the contracting parties made available for inspection all of the documents prescribed within R.C. 715.72 et.al. within the Office of the Clerk of the City of Milford, and the Office of the Union Township Fiscal Officer, at least thirty (30) days prior to any such public hearing considering this Contract. Additionally, the parties have delivered a copy of the proposed contract to the Clermont County Board of County Commissioners, the County within each party is located, pursuant to R.C. 715.72 et.al.,

The Union Township Trustees and the Council for Milford have each conducted public hearings after required notice and have approved their resolution and respective ordinances authorizing this Contract.

12. **Adoption** - For adoption to occur, a majority of the owners of property (land) located in the Gleneste Campus JEDD territory and a majority of the owners of businesses

located in the Gleneste Campus JEDD territory shall submit their petitions supporting creation of the Union Township Gleneste Campus JEDD.

After adoption of the resolution and ordinances approving this Contract to create the Union Township Gleneste Campus JEDD, the contracting parties shall jointly file the following documents with the Director of Development Services for the State of Ohio, pursuant to R.C. 715.72 (O) et.al:

- A. a signed copy of the Contract;
- B. a description of the areas to be included in the Gleneste Campus JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- C. the economic development plan including a schedule for the collection of the Income Tax contemplated under this agreement;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the contract for Gleneste Campus JEDD;
- E. a certificate of each contracting party that the public hearings required by R.C. 715.72 et.al. were held, the date of the hearings, and evidence of publication of the notice of the hearings;
- F. a petition signed by a majority of the owners of property (land) located within the areas to be included in the JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the JEDD.

Union Township shall give timely notice (not later than ten (10) days after filing) by certified mail to:

A. those record owners of property (land) located in the areas comprising Gleneste Campus JEDD territory who did not sign the petition; and

B. those owners of businesses located in the areas comprising Gleneste Campus JEDD territory who did not sign the petition.

Union Township Resolution No. _____ approving the creation of the Union Township Gleneste Campus JEDD and authorizing the proposed Contract is not required to be submitted to the electors of the township for approval pursuant to R.C. 715.72 et.al. because:

A. the resolution was approved by a unanimous vote of the members of the Board of Township Trustees;

B. the creation of the Gleneste Campus JEDD is proposed at the request of a majority of owners of land included within the proposed district; and

C. the territory to be included in the proposed Gleneste Campus JEDD is zoned in a manner appropriate to the function of the proposed district.

13. **Effective Date** - The creation of the Union Township Gleneste Campus JEDD shall become effective that date which is not earlier than the thirty-first (31st) day after contract approval pursuant to R.C. 715.72 et.al.

14. **Term** - The initial term of this Contract shall commence upon the effective date and shall terminate on December 31, 2049. The contracting parties may by mutual consent extend this Contract for two (2) terms of twenty (20) years each.

The parties acknowledge that the development opportunities to be derived from the Contract are projected to occur well into the future. Road improvements and other infrastructure expansion, long range planning, expanded service, and other catalysts for economic development associated with the Gleneste Campus JEDD may require many years for

implementation and completion. In consequence, resulting economic development may not be realized until decades after the originating improvements. The initial term and additional terms provided for herein are a function of the long range nature of the intended economic development.

15. **Board of Directors** - Businesses are located and persons are working within the Gleneste Campus JEDD territory. Therefore according to R.C. 715.72 et.al, the Gleneste Campus JEDD Board of Directors shall be composed of the following members:

	<u>Representation</u>	<u>Member</u>	<u>Initial Term</u>
A.	One member representing Milford	[Municipal Member]	1 Year
B.	One member representing Union Township.	[Township Member]	2 Years
C.	One member representing the owners of businesses located in the JEDD (if applicable).	[Business Member]	3 Years
D.	One member representing persons working within the JEDD (if applicable).	[Worker Member]	4 Years
E.	One member selected by the members designated in subparagraphs (A) through (B) in the event that there are no	[Chairperson]	4 Years

businesses or employees located within the District upon the effective date, or (A) through (D) above, if applicable. This member shall serve as Chairperson.

Initial terms as prescribed by R.C. 715.72 et.al. are indicated. Thereafter, terms for each member shall be four (4) years, each term ending on the same day of the same month of the year as the term it succeeds. A member may be reappointed, but no member shall serve more than two (2) consecutive terms on the board.

The Municipal Member may be a municipal elected official or employee; excepting however any one serving in Milford's Finance Department or supervised by or reporting to the Finance Director.

The Township Member may be a Township elected official or employee; excepting however the Township Administrator. The Union Township Trustees shall select the Township Member.

The Business Member, Worker Member, and Chairperson may be a resident of any of the contracting parties. The Union Township Trustees shall select the Business Member and the Worker Member.

The Chairperson shall be selected by the remaining members of the JEDD Board of Directors.

The contracting parties may by consent adopt rules pertaining to Board Member service, removal for cause, and vacancy.

The authority of the Board of Directors is limited according to statutory authority of R.C. 715.72 et.al. and the powers conferred by this Contract applicable to the Gleneste Campus JEDD territory. According to R.C. 715.72 et.al. the Board of Directors is a public body for the purposes of R.C. 121.22 [Sunshine Law] and furthermore is subject to R.C. Chapter 2744 [Political Subdivision Tort Liability].

The members of the Board of Directors shall serve without compensation.

Necessary and authorized expenses incurred in relation to Board service shall be reimbursed from Gleneste Campus JEDD funds allocated to the Board according to procedures established by the contracting parties and the Board. Only actual documented costs are eligible for reimbursement.

Three Members of the Board shall constitute a quorum and any action of the Board requires concurrence of a majority in attendance. The Board shall act through the passage of resolutions. A resolution of the Board shall be effective immediately unless otherwise provided by the resolution or as required by law.

The Chairperson shall preside over meetings of the Board. Either the Chairperson or a majority of the Board may call special meetings upon at least twenty-four (24) hours advanced notice to all Members.

The Board of Directors may adopt a) policies, b) procedures, and c) advance directives which may be administered by the Chairperson acting in conjunction with the Secretary.

16. **Board Activities** - The Board shall meet at least annually to review activities affecting the Gleneste Campus JEDD including but not limited to progress on intended improvements, development activities, services to the Gleneste Campus JEDD, and reports

pertaining to the Gleneste Campus JEDD, planning affecting Gleneste Campus JEDD, adequacy of services to the Gleneste Campus JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the Gleneste Campus JEDD. The Board shall serve in an advisory capacity to the contracting parties, and may make recommendations upon request of the contracting parties in furtherance of economic development within the Gleneste Campus JEDD territory. The Board shall perform such other duties as maybe directed by consent of the contracting parties from time to time.

The Township's Assistant Administrator shall serve as Secretary to the Board of Directors. The Assistant Administrator shall not serve as a Member and shall not have voting privileges. In the absence of an Assistant Township Administrator, Township may appoint a Secretary. The Secretary shall keep minutes of Board meetings and resolution meetings, and shall keep records of all Board activities, functions, and operations which shall be available for public inspection during routine Township business hours.

The Secretary upon affirmative resolution of the Board or the fiscal officer of a contracting party may review Milford's income records relating to taxation from the Gleneste Campus JEDD territory; provided however, the record recipient is subject to and shall strictly comply with confidentiality provisions of R.C. 718.07 and the Milford Income Tax Ordinance applicable to Milford personnel and consultants. The Secretary upon affirmative resolution of the Board may request an independent review or audit of Milford's tax collection services, and collection procedures relating to taxation from the JEDD territory. The cost of the independent review or audit shall be treated as a collection related expense.

The Secretary is authorized to issue and receive correspondence pertaining to Board activities and shall assist the Board with scheduling of meetings, organization of

information, document preparation, and such other activities that pertain to Board functions and operations. The Secretary may utilize Township facilities and Township staff in furtherance of Board activities.

The Board may enter into agreements and may establish funds and accounts in furtherance of Board activities. The Board shall establish an appropriations procedure to provide for the payment of operating expenses associated with Board activities and operation of the Gleneste Campus JEDD. The Board shall designate those officers who may execute documents on behalf of the Board in furtherance of a resolution; provided however, any agreements with third parties shall require the signature of at least two (2) Board Members; or in the alternative, a Board Member and the Secretary.

The Board may apply for and receive and accept grants from governmental units or the private sector for Gleneste Campus JEDD related activities such as construction, maintenance, operation of any facility, research, and development for the Gleneste Campus JEDD programs. The Gleneste Campus JEDD may also accept contributions in money or in kind for Gleneste Campus JEDD related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding Gleneste Campus JEDD activities.

The Board does not have authority to borrow money or to issue notes or bonds, or to assign, pledge, hypothecate, or encumber tax revenue without consent of the contracting parties.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in the Contract. If the Board's authority is unclear or if the

Board desires expanded authority, the Board may request clarification of authority or additional authority from the contracting parties by consent.

17. **Income Tax** - This contract grants Gleneste Campus JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of the Gleneste Campus JEDD territory at the rate of one (1%) percent [the initial rate] based on:

A. Income earned by persons working in the Gleneste Campus JEDD to be collected via employee withholding from payroll.

B. Net profits of businesses located in the Gleneste Campus JEDD which may be prorated for businesses also having a location or locations outside of the Gleneste Campus JEDD.

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Gleneste Campus JEDD; provided however, the amount set aside shall not exceed \$1,000.00 annually without consent of the contracting parties. Not earlier than one (1) year after the effective date of Gleneste Campus JEDD, the Board of Directors, with consent of the contracting parties, may increase or decrease the rate of taxation as the contracting parties may deem appropriate; provided however, the applicable rate of taxation shall not exceed the rate of the municipal income tax then levied by Milford.

The contracting parties authorize the Board of Directors to enter into an agreement with Milford to administer, collect, and enforce the income tax on behalf of the Gleneste Campus JEDD. The resolution levying the income tax may be generally consistent with the provisions of the City of Milford Income Tax Ordinance No. 182, as it may be amended from time to time; subject however to exceptions, limitations, or other provisions in this Contract or according

to law. The Board may designate those provisions of the Milford Income Tax Ordinance, as it may be amended from time to time, which are not applicable to taxation within Gleneste Campus JEDD; provided however, the Board may not exceed the taxing authority permitted by the Milford Income Tax Ordinance without consent of the contracting parties.

The income tax is effective and collection shall commence on the first day of the month following the Board's adopting resolution, unless extended by action of the JEDD Board, not to exceed ninety (90) days after said resolution.

Any contracting party may request an independent audit of any aspect of revenue collection and distribution; provided however, the party requesting the audit shall bear the expense of audit, if applicable.

Milford shall administer, collect, and enforce the income tax on behalf of the Gleneste Campus JEDD. Milford's Director of Finance shall serve as the Administrator of the income tax derived from the Gleneste Campus JEDD and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited into a separate Gleneste Campus JEDD account which shall not be mingled with revenue from other sources. Earnings on the Gleneste Campus JEDD account and investments related thereto shall be added to the account. The Administrator has authority to grant refunds and to compromise claims for tax, penalties, and interest. The Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the Milford Income Tax Ordinance within the Gleneste Campus JEDD. The Administrator is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Administrator is designated to be an interested party and is authorized to commence and defend

legal proceedings in the name of the Gleneste Campus JEDD in any way pertaining to the income taxation within the Gleneste Campus JEDD.

The Administrator shall report at least quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Administrator shall furthermore report at least quarterly regarding Gleneste Campus JEDD operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Gleneste Campus JEDD operations. The Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as more fully set forth.

The Administrator shall pay one (1%) percent of the gross income tax revenue into escrow. Escrow proceeds may be utilized to pay refunds, and in general to balance accounts. In the event of an escrow deficiency, the Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net tax revenue. Earnings achieved on any surplus escrow shall be added to the escrow fund.

In consideration of the costs of administering and collecting the income tax through the Regional Income Tax Authority (RITA), the parties agree that the costs incurred through this agreement will be allocated on the same basis that the revenues are collected and distributed, as further defined in Section 19 of this agreement.

The levy of the income tax is necessary to effectuate the purpose of this Contract and after once levied any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship.

Therefore, once the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax unless authorized by amendment of this Contract.

18. **Primacy** - The Gleneste Campus JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Gleneste Campus JEDD notwithstanding provisions of the Milford Income Tax Ordinance which may be adopted to the contrary.

19. **Revenue Distribution** - Net tax revenue from the Union Township Gleneste Campus JEDD shall be paid at least monthly according to the following formula:

Union Township	<u>85%</u>
City of Milford	<u>15%</u> - not to exceed \$150,000 in years 1-10 not to exceed \$162,000 in years 11-20 to be increased by 1% per year in years 21-30.

100 % Total

20. **Allocation** - The contracting parties shall allocate a prorated portion of net income tax revenue to the Board of Directors adequate to meet operating expenses; provided however the amount allocated shall not exceed \$1,000.00 annually without consent of the Contracting parties.

21. **Contributions** - In furtherance of the economic development of the Union Township Gleneste Campus JEDD the contracting parties shall undertake with diligence the following improvements and services. The contracting parties acknowledge that priorities may

shift according to actual experience. The contracting parties shall cooperate with the common objective of facilitating economic development and serving public needs. The allocation of responsibilities is intended to be fair and equitable in relation to net tax revenue distribution:

A. **Township** -The Township shall provide for the construction and improvement of such public roads in the Township it deems appropriate to provide an improved transportation network to benefit the Gleneste Campus JEDD.

The Township shall furthermore provide expanded public services to the Gleneste Campus JEDD, for example, police protection, fire protection, civil defense, local government, administration, and so forth commensurate with economic growth. The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in Gleneste Campus JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

B. **Milford** - Milford shall upon request of the Gleneste Campus JEDD Board provide:

1) Financial services to the Secretary for analysis of economic activity affecting the Gleneste Campus JEDD.

The scope of services is limited to utilization of Milford's available personnel or contracted personnel. The services contemplated by this section are limited to review and analysis. Milford has established departments with capable personnel and is able to provide these limited services in furtherance of its participation:

The improved transportation links from the Gleneste Campus JEDD to surrounding areas are critical for economic development involving improved access for customers and employees, as well as vendors, service providers, suppliers, and such engaged in the stream of commerce.

Intended contributions assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. As of the date of commencement of the Contract, the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules. Nevertheless, the contracting parties shall exercise due diligence in planning for improvements and undertaking construction in furtherance of economic development to benefit the Gleneste Campus JEDD, the contracting parties, Clermont County, and the State of Ohio.

If the income tax levied by the Gleneste Campus JEDD Board pursuant to this agreement is determined to be invalid or unenforceable pursuant to a final, non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties have no further duty to make aforesaid contributions.

22. **Financing** - Notwithstanding affirmative duties of the contracting parties to make public improvements consistent with the development plan, this Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, residential improvement districts, special assessments, or other public financing mechanisms which are available, or which may become available, to fund capital improvements, maintenance, or other costs associated with contributions (e.g., road projects). Furthermore, this Contract shall not be construed to restrict any of the contracting parties from requiring any property owner, operator, or developer (as the case may be) to construct internal improvements such as roads, utilities, or

surface water detention, or to participate in the cost in whole or in part of public improvements necessitated by development activity or expanded usage as a condition of approving the proposed activity. In furtherance of the economic development plan, the contracting parties may exercise lawful authority for public acquisition when necessary or appropriate to carry out projects and improvements inside and outside of the Gleneste Campus JEDD territory.

23. **Facility Ownership** - Public facilities including interests in real property which are acquired, developed, or constructed by a contracting party in furtherance of this Contract shall be owned, operated, and maintained by that contracting party, unless otherwise agreed. Termination or expiration of the Contract shall not affect ownership of public facilities including interests in real property located within the Gleneste Campus JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

24. **Third Party Service Providers**

A. **Water** - The Clermont County Water Resources Department supplies public fresh water distribution to the Gleneste Campus JEDD territory. To the extent authorized by law, the Township may establish special assessment procedures for the levy and collection of assessments to recover for Clermont County the costs associated with capital improvements to the water distribution system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of extending adequate supply of water to the Gleneste Campus JEDD.

B. **Sanitary Sewer** - The Clermont County Water Resources Department supplies sanitary sewer service to the Gleneste Campus JEDD territory. To the extent authorized

by law, the Township may establish special assessments procedures for the levy and collection of special assessments to recover the cost of capital improvements to the sanitary sewer system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of providing adequate, sanitary sewer service to Gleneste Campus JEDD.

C. **Electric and Gas Service** – Duke Energy Ohio is the utility supplier of electric and natural gas to the Gleneste Campus JEDD territory. To the extent permitted by law, the contracting parties may enter into reimbursement agreements associated with relocating utility distribution lines or other fixtures for road improvements or other public improvements. Deregulation of utilities may enable new opportunities associated with purchase and supply of energy (i.e., electric and natural gas). The contracting parties shall cooperate with one another in undertaking new ventures, investigating new technologies, conservation programs, and financial programs in furtherance of extending adequate energy at competitive rates to the Gleneste Campus JEDD territory.

25. **Annexation** - Milford shall not annex any property located in Union Township so long as this Contract is in effect. Furthermore, Milford shall not initiate or participate in any merger or consolidation process involving Union Township. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving Union Township Gleneste Campus JEDD territory to any third party governmental unit or political subdivision (i.e., other township or municipality); provided however, Milford is not required to be a party to litigation or to participate in litigation expense with regard to any annexation, merger, or consolidation process involving Union Township Gleneste Campus JEDD territory.

26. **Real Property Taxation** - The creation of Gleneste Campus JEDD shall not be construed to affect real property taxation within the Gleneste Campus JEDD territory and shall not affect the Township's distributive share of real property tax revenue.

27. **Filing** - The Union Township Administrator shall file this Contract with the Director of Development after it becomes effective.

28. **Recording** - The Union Township Administrator shall record this Contract, together with certified copies of the resolution and ordinances of the contracting parties approving the contract, with the Clermont County Recorder after it becomes effective.

29. **Integration** - The Contract (upon final approval as revised) with attached exhibits and materials incorporated by express reference represents the entire agreement of the parties and supersedes prior drafts and negotiations. The parties and their respective successors, assigns and transferees, agree to execute any further contracts, agreements, documents or instruments as may be reasonably necessary to effectuate the purpose and intent of this Contract. To the extent permitted by this Contract, and in compliance with all laws and resolutions and ordinances controlling this Contract, the parties and their respective successors, assigns and transferees, specify that any amendment must be in writing and signed by the applicable parties.

30. **Amendment** - The contracting parties may amend the Contract to add areas to the Union Township Gleneste Campus JEDD in compliance with R.C. 715.72 et.al. or as said section may be amended from time to time. Amendment requires unanimous consent of the contracting parties.

The contracting parties reserve the right to amend substantive provisions of the Contract as may be deemed appropriate from time to time based and to provide Board

directives upon approval of all contracting parties. Furthermore, one or more of the contracting parties may enter into independent inter-governmental agreements with one or more contracting parties or non-contracting parties which may be consistent with and in furtherance of the economic development plan and the public purpose stated in this Contract.

31. **Consent** - Any consent of the contracting parties pursuant to this Agreement or in furtherance of performance thereof shall be in writing with the concurrence of all contracting parties.

32. **Default** - Non-performance of a contractual duty, unless excused by consent or by operation of law shall constitute a default. A contracting party who questions another party's ability to perform may request adequate assurances in lieu of declaring a default. Any party who contends the existence of a default shall provide notice declaring default to the other contracting parties. A defaulting party shall have sixty (60) days in which to cure the default or to indicate action intended to cure the default by substantial performance as soon as practicable.

In the event that a default is not cured, the party who contends the existence of a default may initiate legal proceedings. In the alternative to judicial legal proceedings, the contracting parties may consent to alternative dispute resolution. The parties acknowledge that specific performance and other equitable remedies may be appropriate to assure Contract performance due to the potential for irreparable harm upon a default.

33. **Force Majeure** - Performance of contractual duty is excused to the extent that an event or occurrence beyond the control of a contracting party (e.g., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, national or regional tragedy, and so forth) makes performance impossible or impracticable so long as the affected contracting party did not control the circumstance, or anticipate and accept the risk.

34. **Venue** - The contracting parties stipulate that Clermont County Court of Common Pleas shall have exclusive venue over legal proceedings among the contracting parties.

35. **Termination** - This Contract may be terminated by consent of the contracting parties; provided however the following conditions precedent are applicable before termination is effective:

A. legislative actions of the contracting parties must become effective within ninety (90) days of one another;

B. the termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and

C. the termination agreement shall provide for distribution and refund (if applicable) of the income tax revenue derived from the Gleneste Campus JEDD. In the event that any improvement projects associated with the Gleneste Campus JEDD are incomplete as of the effective date of termination, the parties shall provide for payment of their respective contract obligations associated with such projects which may become due after termination. Unilateral withdrawal from the Contract by any contracting party is prohibited.

36. **Notices** - All notices or required communications among the contracting parties shall be in writing and shall be sent via U.S. mail or by courier with delivery receipt as follows:

A. Union Township Trustees
Union Township Administration Building
4350 Aicholtz Road
Cincinnati, OH 45245

Attn: Township Administrator
Ken Geis

With a copy to: Union Township Law Director
Lawrence E. Barbieri, Esq.
Schroeder, Maundrell, Barbieri & Powers
5300 Socialville Foster Road, Suite 200
Mason, OH 45040

B. City of Milford
745 Center Street
Suite 200
Milford, OH 45150

Attn: City Manager
Michael Doss

With a copy to: City of Milford Law Director
Michael Minnear

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (e.g., facsimile, E-MAIL) or other media shall not be effective unless confirmed in writing.

The parties may dispense with written notice as a condition to any action by written consent or agreement.

37. **Severability** - The unenforceability of any term or covenant of this Contract shall not affect the enforceability of the remaining terms and covenants.

38. **Captions** - Paragraph captions are provided for convenience and are not intended to affect interpretation or application of the Contract covenants.

INTENDING TO BE LEGALLY BOUND, the Union Township Trustees and the City of Milford, have caused this Contract to be duly executed by their authorized officers.

Union Township Board of Township Trustees

By:

Ken Geis
Township Administrator

Pursuant to Authority of Resolution No. 2019-

Approved as to form:



Lawrence E. Barbieri
Union Township Law Director

STATE OF OHIO
COUNTY OF CLERMONT:

Before me, a Notary Public, in and for said county, personally appeared the above-named Union Township Trustees, County of Clermont, State of Ohio, by their duly appointed Township Administrator, Ken Geis, by authority of _____, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said Township Trustees and the free act and deed of his personally and as such duly appointed Township official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this ___ day of _____, 2019.

Notary Public

City of Milford, Ohio

By:

Michael Doss
Milford City Manager

Pursuant to authority of Ordinance No. _____

STATE OF OHIO
COUNTY OF CLERMONT:

Before me, a Notary Public, in and for said county, personally appeared the above-named City of Milford, State of Ohio, by its duly authorized City Manager, Michael Doss, by authority of Ordinance No. _____, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said City and the free act and deed of him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this ____ day of _____, 2019.

Notary Public