

The Batavia Local School District, has a history of acting in its own self-interest and not for the betterment of the Village of Batavia and its families. This is not a surprise. Thankfully, in its July 31, 2025 Response, posted on its web site, the Board, speaking through its Superintendent, has now made it clear that it does not consider the residents of the Village of Batavia in any of its plans. The Batavia Local School District Board, through its Superintendent, has stated:

“The District strongly believes that it takes all of our community partners to be strong in order for the entire community to thrive. When taxes are abated, not only does it impact the school district, but it also impacts the funding for the fire department, the library, senior and disability services, and services provided at the township and county level. The strength of the District is only as much as the strength of the community organizations whose partnerships are vital to the success of the District. Entering into an agreement that only benefits the District while not considering the needs of the other community groups is short sighted, and is not what is best for all concerned.”

While the Batavia Local School District claims that it is concerned about the “entire community” and “community partners”, it leaves the Village of Batavia, its residents, children, and businesses out of its description of “entire community” or “community partners”. When it does this, the Batavia Local School District finally admits that it is only concerned about matters which might impact “services provided at the township and county level”, as those “organizations whose partnerships are vital to the success of the District”.

Pointedly, this statement of intent not only ignores the residents, children and businesses of the Village of Batavia, but also would seek to ignore the significant historical actions of the Batavia Local School District taken without regard for the Village of Batavia, and its families. A review of the historical timeline of events reflects that the concerns raised by the Batavia Local School District are only of concern when they arguably impact the Board itself, and not the community whether in the Village or County wide.

Timeline

1997 - High School moved out of Village

The removal of high school students, teachers, staff and facilities from the Village, was undertaken by the Batavia Local School District in 1997, without any request for input from the Village or with any apparent concern for the economic impact these actions would have on the the financial stability of the Village as a whole or its “community partners” in general.

As a direct result of the Batavia Local School District’s actions, the Village and its residents, including its children, suffered direct economic harm, as the Village income tax base was immediately reduced. Not only did the Board’s actions cause direct economic harm, but also as the number of employees based within, and parents travelling into and out of, the Village were significantly reduced, shop owners and businesses located in the downtown business district suffered as well. Children who previously could walk to school now had to travel and the sense of “community” now used as an argument by the Board was diminished.

Many of the “community partners” the School Board now claims it must protect, were also directly impacted by the removal of the High School from the Village. The economic harm caused by this action necessitated the reduction of public services and placed an overall limitation on the Village’s ability to maintain and provide for improvements in the quality of life. At no time did the Batavia Local School District offer to make the Village or the “community partners” whole for its actions.

2016 - Elementary school moved out of Village

In a similar fashion, in 2016, the Batavia Local School District, once again without any apparent consideration for the Village, its citizens and children, and without apparent concern for the economic impact its actions would have on the the financial stability of the Village as a whole, or its “community partners” in general, unilaterally determined to remove the elementary school students, teachers, staff and facilities from the Village.

The “community partners” the School Board now claims it seeks to protect were again directly and indirectly injured. Once again, at no time did the Batavia Local School District offer to make the Village or the “community partners” whole for its actions.

2016-present - District refuses to allow a park on site of the former elementary.

Following the closure of the elementary school in 2016, all buildings at the property site were razed to the ground. The Batavia Local School District claimed the District still had potential need for the land and did not offer it for sale or use within the community.

The Village offered to lease the land from the Batavia Local School District to create a park for the benefit of the community. As part of the offer, the Village agreed that it would pay to create the park from its own funds, pay to lease the land and would assume all responsibility for the maintenance and operation of the park. At the same time, the Village offered the School District that in the event the “potential need” actually developed, the lease could be terminated with only 30 days notice and the Village would return the land in its original state to the school within that time frame.

The Batavia Local School District rejected this simple offer from the Village and the land currently stands vacant and not in use. The land provides no benefit to the Village, its residents, or to the community or any “community partner”. Given the chance to take a small, cost free, step which would benefit the community, the Batavia Local School District again chose to not act to the benefit of any other “community partners”.

2019 - CRA established

The School District’s failure to agree to negotiate when they moved their schools out of the Village, during the term of the previous Administration, left the Village with no choice but to create a CRA that encompassed most of the Village. As the School Board has claimed, through its council, that any project that has started and is eligible for the benefit cannot be modified, it is therefore clear that if not for the Schools District’s unwillingness to engage the prior Administration, the CRA has full force and effect now.

At the same time, to indicate that the Village was/is not willing to negotiate on any land is false. The School District, Batavia Township and Clermont County openly rejected any offer when the annexations and the CRA were created. This statement also ignores that The School District was expressly told that the Village was willing to take steps to ensure that any significant parcels within the Village for which projects were not currently started would also be within the Agreement. To say anything else is again a false and misleading representation of the facts past and present.

2022 - A new administrator, Batavia Local School District position remains unchanged

In 2022, a new administrator was appointed. In ongoing outreach to the Batavia Local School District, the Village sought to create a relationship between the parties.

At that time, it was expressly represented to the Batavia Local School District, and its representative, that the Village was prepared to work with the School District on CRA reimbursements and development in general. Despite repeated attempts to discuss partnerships, no action was taken by the Batavia Local School District.

2024 - A new administration, Batavia Local School District position remains unchanged

In 2024, a new administration took office in the Village of Batavia. At that time, it was expressly represented to the Batavia Local School District, and its representative, that the Village was prepared to work with the School District on CRA reimbursements and development in general.

Despite repeated attempts to discuss partnerships, no action was taken by the Batavia Local School District.

2025 - (January) - Batavia Local School District speaks at Village meeting

On January 27, 2025, a representative of the Batavia Local District Board spoke at the Village meeting and clearly provided an option to resolve all disputes, and stated:

As we have been told several times, any agreement that would be acceptable to the Village would not include any compensation to the District for the taxes that have already been abated for Streamside, Harvest Meadows, or the new Red Barn Apartments.

With all of this being said, there are two possible options that would be acceptable to the District as the basis for an agreement to end the rift that currently divides the Village and the District.

The first agreement option, which is the less desired outcome on the part of the District, is one where the Village continues their current tax abatement strategy, and at a minimum both the District and CJFED are made 100% whole by the Village for all taxes revenues that are redirected through tax abatements, beginning with the Bauman development and including all future developments that contain new CRA and tax abatement agreements.

Any agreement would also have to stipulate that the same agreed upon formula covering the Bauman development will be utilized for all future tax abated developments.

Following this statement of intent to negotiate, the Village recognized the chance to end the controversy, and to provide certainty to all parties in the face of economic uncertainties, declared an emergency, and stated its intent to move forward. A copy of the entire Statement is attached.

This was January.

After this public statement of a willingness to resolve matters, the Village reached out to the School District and its representative, many times, seeking a firm proposal from the District to which it could respond.

2025 - (April 24) - Batavia Local School District makes Proposal with “foundational” “non-negotiables”

It was not until late April (April 24, 2025), that the School District, through its representative, provided a formal Proposal. This Proposal requested “assurances” on “foundational tenants”, and requested a reply by May 13, 2025, or one day after the next regular meeting of the Village of Council, stating:

A reply by Tuesday, May 13th as to whether these foundational terms are agreeable to the Village as a basis for continuing discussions on an agreement will be appreciated. Should the District fail to hear back by this date, it will be assumed that the Village is not in agreement and both sides can move forward separately.

The Proposal is attached.

2025 - (May 13) - Village of Batavia offers Intergovernmental Agreement, (IGA)

Taking the Batavia Local School District at its word that it would only accept an agreement if offered on all issues to resolve matters, the Village Council for Batavia determined to resolve all issues and, as demanded, on May 13, 2025, and provided a response on these “foundational” “non-negotiable” terms. The IGA is attached.

The Village of Batavia forwarded an Intergovernmental Agreement (IGA) to the Batavia Local School District, agreeing on all issues. An Intergovernmental Agreement is a binding legal document, routinely used throughout Ohio between communities and agencies. The IGA was provided to guarantee that, once entered into, the “foundational

terms” as demanded by April 24 Proposal would be enforceable at all times in the future. The IGA would also provide a firm mechanism to address all future residential developments and to direct millions of dollars in future developments to the Batavia Local School District without the need for further claimed controversy.

After submitting the IGA, the Village communicated with the representative of the Board on multiple occasions and provided information as requested. All that remained was a formal response from the Batavia Local School District and the matter would be resolved.

2025 - (July) - Batavia Local School District issues Response to IGA

On July 31, 2025, or ten weeks after the IGA was submitted, the Batavia Local School District posted its Response on its website. The Board stated that it would not enter into an agreement with the Village.

The Response contains many reasons for why the Batavia Local School District will not now, despite its formal public comments and Proposal to the contrary, reach an agreement. It is telling that the statement did not attach the IGA for easy comparison, does not speak to the millions of dollars the Batavia Local School District Board is prepared to walk away from, and does not explain how the Batavia Local School District Board will address similar matters in the future. The Proposal talks about “community partners” and “entire community” while clearly leaving the Village and its families out of its definition of these groups.

The arguments raised are simply false. The citizens of the Village of Batavia and all members of the school district deserve better.

2025 - (July 31) Response of the Batavia Local School District:

A thorough review of the July 31 Response of the Batavia Local School District is warranted as it makes clear that the Village of Batavia and its families are of no concern to the School Board.

Over the past year, I have written and spoken a number of times about concerns the school district has with the Village practice of abating taxes as a means to promote housing development, and the negative impact this practice has on the budgets of the district, the fire department, the library, county social services, and the non-abated taxpayers who are left to shoulder future increased costs.

This past January, I presented these concerns to the Batavia Village Council on behalf of the Board of Education. At the core of this presentation is a neutrality on annexation as a tool to grow the residential base of the Village of Batavia, but a firm belief that given the competitive advantages currently enjoyed by Clermont County, residential growth is possible without abating taxes.

The Batavia Local School District ignores its own actions when it claims that tax abatements are used to promote housing without providing historical context. The Village has made it clear that all actions are undertaken to promote and protect the vitality of the Village. The Batavia Local School District's stated concern over "abating taxes" was missing from the Board's own actions taken over the years with respect to the removal of schools, jobs, facilities from Downtown Batavia.

There was also an acknowledgement during this presentation that the District has no power to prevent either annexations or tax abatements under current Ohio law. To this end, the District expressed a willingness to discuss entering into an agreement with the Village to be made whole for abated taxes, so long as CJFED (the fire department) was made whole as well.

The Proposal submitted in March was completely silent on all past actions of the Board and made no direct mention of other "community partners".

This willingness to explore the potential for an agreement in no way altered the stance of the District that the best solution for all concerned is to let tax dollars flow as originally intended by the voters, and thus avoid the messy complications of the reallocation of tax dollars that were always first intended to serve the greater common good.

True "community partners" expect mutuality of action. This statement, if truthful, would ignore the past actions of the Batavia Local School District with respect to the "flow of tax dollars" out of the Village by the Batavia, its own statement that it has "no power under current to prevent either annexations or tax abatements under current Ohio law", and Legislative enactments with respect to how tax dollars should flow. It would also ignore that through the IGA the Village still made the offer, using the Board's own language, to make the Batavia Local School District whole, as demanded.

The full text of this presentation can be found [HERE](#).

Since that time, there have been a number of back and forth discussions with the Village. In April, the District presented to the Village a list of non-negotiables that would need to be included in any agreement that could possibly be reached. (This letter can be viewed [HERE](#)). This was not an exhaustive list of all the terms that would be necessary, but rather a starting place to see if a deal could even be reached.

In May, there was a communication from the Village to the District's legal council on this issue, indicating that there was a willingness from the Village to accept the terms sent by the District, and a draft agreement was subsequently proposed by the Village.

The Batavia Local School District stated that it had no power to object, but then stated that it had “non-negotiables”, to which it expected a response by May 13. The Village met this deadline, and agreed on all “foundational”, “non-negotiables”. After the IGA, which adopted all of the requests of the School Board was submitted, multiple communications took place and additional information was provided, (not a single communication as suggested).

After a careful review of the draft agreement, and a consideration of the ramifications of entering into an agreement, it is the decision of the Board of Education to not move forward with entering into an agreement with the Village of Batavia.

The Batavia Local School District did not meet to consider the IGA offered in response to its Proposal until July 28, 2025. It rejected the IGA, in its entirety, and per this statement, will not enter into an agreement with the Village of Batavia. It did not provide a counter, as it is hard to counter an agreement that incorporates all of your foundational requests, word for word. The claimed reasons for this blanket refusal to discuss the matter which follow are problematic and misleading.

There are several reasons for this decision.

First, there are legitimate concerns that any agreement has questionable enforceability, and even if an agreement were to be reached and were able to be enforced, it would be several years from now, at the earliest, before the District would potentially ever see any new money from an agreement.

This statement is actually two reasons, both of which are incorrect and misleading.

An IGA is enforceable as a matter of law and would be between the Village and the Batavia Local School District. IGAs are used by many agencies and communities throughout Ohio. If there were legitimate concerns, why spend months since January engaged in a process, and submit a formal proposal with detailed “foundational” “non-negotiables”?

The argument that the funds would not be available for several years is not factual and misleading. If no houses are built, no funds are received. This does not change under any circumstance. If houses are built, the Batavia Local School District, under the IGA, would receive funds under an exact same timeline as it currently receives funds for any residential properties for which taxes are paid.

It should also be noted that if the Board, as it now suggests, truly believes that that the CRA cannot be modified, then there is no real issue to be resolved in this regard as the matter is settled and raising this “issue” speaks to good faith in all other arguments raised. Otherwise, the Bauman Project was clearly covered under the IGA, as were all new developments of consequence.

Second, any agreement that could be reached would not only exclude both Streamside and Harvest Meadows, but it would also not include the new River Pointe complex, which the District was never consulted on prior to the completion of development agreements. To be clear, the District was informed in no uncertain terms by the Village that there was no willingness to include any of these developments into any agreement, which is why they were excluded in the April 25th letter.

This is also simply false. This statement ignores multiple attempts to open dialogue with the School Board made since 2022. The School Board’s Representative’s public statement in January noted that River Pointe was already under development, and the April 24th Proposal itself expressly noted the developments and areas that were to be considered as the parties moved forward. Finally, the Proposal, as delivered to the Village, (not a “letter” but a Proposal), also expressly excluded River Pointe.

Therefore, while any agreement would potentially, in theory, make the District whole on future developments that would receive tax abatements from the Village, there is no making up for the losses the District will continue to incur on the over 1000 housing units that these three developments represent.

While the School Board claims that it cannot enforce “any agreement”, it is again seeking to address past projects. If there is nothing that can be enforced, how would this be possible and why did the Board spend seven months negotiating? In the alternative, if an IGA can be enforced, then the “foundational requests” make sense.

Finally, the District has, from the beginning of the issue surrounding the Bauman Development, expressed concern for the community partners who also lose critical funding when taxes are abated and not allowed to flow for their voter approved purposes. The District strongly believes that it takes all of our community partners to be strong in order for the entire community to thrive. When taxes are abated, not only does it impact the school district, but it also impacts the funding for the fire department, the library, senior and disability services, and services provided at the township and county level. The strength of the District is only as much as the strength of the community organizations whose partnerships are vital to the success of the District. Entering into an agreement that only benefits the District while not considering the needs of the other community groups is short sighted, and is not what is best for all concerned.

While there is no making up for what has been done, there is a way forward, which would make everyone whole into the future, and that is for the Village to end the practice of abating taxes in order to promote housing development. This will allow taxes to support all residents in the manner that was originally intended by the voters, and will support the common good of all, which is what taxes are designed to do.

Ending the practice of residential tax abatements via CRA’s has the same effect as entering into a made whole agreement, requires no complicated legal agreements, and is a way to allow the Village to pursue its growth strategy without further harming all of the entities which rely on tax dollars to serve ALL the members of the community.

This is the real truth. The actual interests of the Batavia Local School District, as defined by the Board and its Representative, do not include the Village of Batavia and its families, children and businesses as “community partners”.

The Batavia Local School District stated that it wanted to negotiate, and offered terms. Those terms were agreed to, without reservation. The Board, having its offer accepted, is now seeking to retreat from its public position and to claim that it did not make this offer and is now, once again, stating that it wants all CRAs to cease. The Board of the Batavia Local School District would substitute itself for the Ohio Legislature and has far exceeded its governmental role.

It claims it needs the funds to support its students, but is passing on millions of dollars and a framework to cover all future development. It provided “foundational” “non-negotiables” but when those terms and conditions were agreed to now states that it will not enter into an agreement. This is disingenuous.

January 27, 2025 - STATEMENT OF BATAVIA LOCAL SCHOOL DISTRICT

Keith Millard, Superintendent Batavia Local Schools
Presentation to Batavia Village Council
Monday, January 27, 2025

Good evening. On behalf of the Batavia Board of Education and the Batavia school community, I want to thank you for the opportunity to share about the direction of the District as we enter a period of growth. We appreciated the presentation from Mayor Runck at our January Board of Education meeting and thank you for the time the council is granting tonight.

As I am fond of saying, there has never been a better time to be a Batavia Bulldog. The completion of Bulldog Place has fulfilled the longstanding vision of the Batavia Board of Education to create an educational and community focused hub for all within the community to enjoy. Our new buildings have provided the foundation for program expansions in core academic areas, electives, the arts, and athletics. Our students and families enjoy access to spaces that are enriching and build a sense of community that is sorely lacking in our world. Bulldog Place is busy 7 days a week from morning to night, whether it be school, extracurriculars, or community activities and events. Our facilities exist for one purpose, which is to serve the community.

Not too long ago, Batavia had to host all fine arts programs in spaces not conducive to performances. Through the vision of the Board and the generosity of the community, our arts programs have expanded dramatically, and each building has a dedicated theater space from which students can let their talents flow. The new stage at the middle school has given rise to a middle school theater program, and students at Batavia High School performed the first fall play in recent memory utilizing the amazing theater space they are blessed with.

Academically, the District continues to make strides as students continue to emerge from the dark time that was the global pandemic. The years since 2020 have not only been focused on academic recovery, but also how we re-invent educational delivery to meet the changed learning landscape that emerged from the pandemic.

At the elementary school, there has been a strong focus on literacy and implementing the science of reading, in order to ensure that all of our students have the reading skills necessary to blossom as learners in our information rich society. The elementary school has also heavily invested in personalizing academic interventions through the use of data, and breaking down the one size fits all approach that has dominated traditional educational approaches for decades.

At Batavia Middle School, the pandemic made clear that learning in isolation was harmful to young adolescents, and this has given way to the return of academic teams within the school day. Transitioning through young adulthood has never been more challenging. The Board of Education responded by investing in the middle school educational program, building a sense of belonging at school with teams of caring staff members who work collectively to meet the unique needs of middle school students.

At the high school, there is a focus on ensuring that every student has a pathway, beginning with their freshman year, that will ultimately lead to a successful transition to the destination of their choosing upon graduation. A significant amount of work has been done in the area of

career awareness and readiness, and students at Batavia High School have never had more opportunities to engage in apprenticeships, internships, experiential learning, and workplace learning activities. Through an investment by the Board, there are two staff members whose days are partially dedicated to directing career awareness and career experience activities for students. The Board has also heavily invested in expanding elective opportunities for students, along with expanding the number of AP and honors courses available to them. In an era of specialization, Batavia has embraced the comprehensive high school model, and believes that with a dedicated staff and clear focus on ensuring student success beyond high school, all things are possible.

All of these great things, however, do not happen without the ability to afford them. In my 10 years as Superintendent, we have been very budget conscious and have lived within our means. For the first five years of my tenure, budgets were extremely tight, and much of what I described to you was not possible, as the focus was largely on completing the master facilities plan, and operating dollars were thin. However, all throughout the construction process, the internal dialogue within the District was always about what our programs were going to look like once the building project was completed. A phrase I have borrowed from one of our administrators and community members is that we want the insides of the buildings (i.e. our programming) to be just as beautiful as the outsides of our buildings and our campus is, and fulfilling this vision has been the focus even before the building project was anywhere near completed.

Around the time of the pandemic there was another issue brewing that I doubt anyone is aware of, and it has to do with something known as the State Education Budget Cap. For years, Batavia was the only capped District in Clermont County. In other words, we received less money from the State than the funding formula dictated that we should receive. There were a number of reasons for this, none of which are worth the time to dive into. The part of the story that matters is that there were about 40 districts like us around the state that were significantly impacted by the cap, and it was during the latter half of the pandemic that the District joined an advocacy coalition to help eliminate the budget cap in the the new (at the time) Cupp Patterson Funding Bill that went into effect beginning with the 2021-2022 school year. It was this advocacy by the school district, coupled with very careful and prudent spending of pandemic era funding, which has allowed the District to be able to afford all of the programming additions which are making the insides of our buildings beautiful. I am proud of the fiscal course we have taken as a school district, and all of the enhanced opportunities our students currently have.

But now we stand at a crossroad.

As I shared in a recent update to the community, we partnered with FutureThink to conduct an updated enrollment study for the next 10 years, based on neighborhoods not included in the 2017 enrollment study and new neighborhoods that are in the planning stages. The conclusion of the report is that within 10 years we can reasonably expect that we will grow to a size of over 3000 students.

Enrollment projections can be tricky, as any projection has to balance demographic trends, school enrollment trends, and real estate trends. That being said, our historical enrollment has tracked fairly closely with our previous enrollment studies, and I believe that the influx of housing stock in the next 10 years will lead to a place where we are between 3000 and 3200 students by the mid 2030's.

As I have shared previously with the Council, the real challenge the District will face in the coming years will be increased operational costs related to staffing.

Throughout the District, we are well staffed for 200 students per grade level. As grade level cohorts begin to cross the 200 student threshold, staffing adds start to become a reality. To support the District at the 3000 to 3200 student level (which will range between 225 and 250 students per grade level), 38 additional positions (ranging from teachers to cooks to bus drivers) will be needed, at an estimated cost (in 2025 dollars) of 2.8 million dollars per year.

This brings us back to the issue of tax abatements.

Throughout my superintendency, a top priority has been to live within the means provided to us by the voters, and to only consider going back to the voters to ask for additional operating money if it was absolutely necessary. For a number of years I heard concerns that once we were in the new buildings, the District would have to go back and ask for more operating money. Through our careful management of resources and advocacy at the State level for access to funds we had been denied through previous versions of the funding formula, we have been able to not only live within our means, but also grow academic programming that has benefitted all students, and avoid returning to the ballot to seek additional operating funds.

However, the hard work that has gone into the managing of District expenditures is now threatened on two fronts.

First, there are serious political and economic headwinds at the state level that present an uncertain funding future for public schools. In an era of record inflation that affects all of us, schools are facing the prospect of, at best, smaller state aid increases than in recent years, or at worst flat or reduced funding as we enter the next two years of the State budget cycle.

Second, there is the growing impact that will be felt by the District as we continue to grow and not receive local property tax revenue on Streamside, Harvest Meadows, and the Red Barn Apartment Complex, along with the threat of continued housing growth within the Village coupled with new tax abatements.

Over the past several months discussions have been occurring between the District and the Village to determine if there is any common ground that can be found regarding a payment agreement to make up for abated taxes.

As we have been told several times, any agreement that would be acceptable to the Village would not include any compensation to the District for the taxes that have already been abated for Streamside, Harvest Meadows, or the new Red Barn Apartments. When looking only at Streamside and Harvest Meadows, during the portion of the fifteen year abatement cycle when the neighborhoods are fully developed, the District will forgo approximately \$1.3 million dollars in tax receipts annually, and it is not possible for the us to calculate what will be forgone at Red Barn due to a lack of an understanding of established values for this project.

Structure Value	35% Taxable Value	Millage Calculation	Number of Homes	Total
250000	87500	2114.581	200	422916.2
300000	105000	2537.4972	215	545561.898
350000	122500	2960.4134	100	296041.34
400000	140000	3383.3296	0	0
450000	157500	3806.2458	0	0
500000	175000	4229.162	0	0
			515	1264519.438
Property tax revenue forgone at full buildout of Streamside and Harvest Meadows				

When looking at the past tax abatements and the cost of the anticipated abatement of the Bauman property, it is the belief of the District that if the Village pursued a growth strategy that did not include tax abatements, the District would be able to afford the increased operating costs of a growing student population without having to ask the community for additional operating dollars for the foreseeable future. This would have presented the ultimate win-win, with the Village achieving its growth strategy and the District having the ability to support new students without placing an additional burden on taxpayers.

It is important to note that as a school district, we have no opinion on the growth strategy of the Village and the use of annexation to achieve the growth goals of the Village. We do, however, have a very strong opinion on the use of tax abatement tools that transfer property taxes already approved by the voters, and redirects them to the pockets of developers and the coffers of the Village. Regardless of the legality of such a strategy, it is wrong insomuch as it creates a harm for the agencies that are expected to serve all of the residents of both the Village of Batavia and Batavia Township.

Given the housing shortage regionally and the attractiveness of Clermont County and Batavia from both economic and transportation standpoints, growth will organically occur without tax giveaways. While there was a time when economic incentives made more sense due to the lack of transportation infrastructure to easily reach the middle of Clermont County, that time has now passed with the completion of the 32 corridor project. There is no need to enrich developers in the pursuit of residential growth at the expense of the community partners who will be responsible for serving new residents. The recipe for successful development is already in place; available land, convenient access, and a market that is demand driven. As the recent announcement of the new neighborhood on 222 proves, developers will locate within Batavia

without tax incentives, as market forces already make building in central Clermont County attractive.

At the end of the day, this is not your money, regardless of what the Ohio Revised Code says. When you utilize a CRA and 100% tax abatement, you are taking money that belongs to the Library, Fire Department, Schools, and essential services provided by the County. Taxes, at their core, should support the public good, and are not intended to increase the profit margin for a housing developer or increase the balance sheet of the Village.

As a school district, we do not have the ability to raise additional revenue without the consent of the taxpayers or the granting of funds from the State Legislature or from Congress, and we certainly do not have the ability to raise revenue by taking it unilaterally from others.

In order to fulfill our mission, it is not just our funds that must be preserved. In today's educational environment, we count on our partners who receive their share of local property taxes to assist in fulfilling our mission of meeting the needs of all children who enter our doors. This is why any agreement that only looks at the school district is not an agreement that can garner our support.

To create the type of community that we all want to be proud of, there can not be rifts between who does and does not pay their fair share of taxes, and the entire community will be negatively impacted if growth continues to be fueled at the expense of funding services that are the underpinnings of a strong and vibrant community.

With all of this being said, there are two possible options that would be acceptable to the District as the basis for an agreement to end the rift that currently divides the Village and the District.

The first agreement option, which is the less desired outcome on the part of the District, is one where the Village continues their current tax abatement strategy, and at a minimum both the District and CJFED are made 100% whole by the Village for all taxes revenues that are redirected through tax abatements, beginning with the Bauman development and including all future developments that contain new CRA and tax abatement agreements.

For the District to agree to this solution, "made whole" is defined as the calculation of the total revenue derived from the application of the effective millage of both the school district and CJFED per the annual effective rates tax table as published by the County Auditor. Using the Bauman development as an example, when fully developed, the estimated annual hold harmless payment to the District from the Village would be just over \$1.62 million dollars per year, and the hold harmless payment for CJFED would be just over \$291 thousand dollars per year. Any agreement would also have to stipulate that the same agreed upon formula covering the Bauman development will be utilized for all future tax abated developments.

Bauman Hold Harmless Simulation - January 2025				
Home Value	35% Taxable Value	Millage Calculation	Number of Homes	Total
250000	87500	2114.581	300	634374.3
300000	105000	2537.4972	238	603924.3336
350000	122500	2960.4134	130	384853.742
400000	140000	3383.3296	0	0
450000	157500	3806.2458	0	0
500000	175000	4229.162	0	0
				1623152.38
NOTES				
Effective District Millage		24.16664		
To determining Millage Calculation, multiply the 35% value by 0.02416664				
CJFED Sim				
Home Value	35% Taxable Value	Millage Calculation	Number of Homes	Total
250000	87500	380.03875	300	114011.625
300000	105000	456.0465	238	108539.067
350000	122500	532.05425	130	69167.0525
400000	140000	608.062	0	0
450000	157500	684.06975	0	0
500000	175000	760.0775	0	0
				291717.74
NOTES				
Effective CJFED Millage		4.3433		
To determining Millage Calculation, multiply the 35% value by 0.0043433				

The second agreement option, which is the preferred outcome of the District, is one where all future residential growth in areas annexed by the Village occurs without the use of CRA's and tax abatements, which will allow property taxes to be distributed as originally intended by the voters. As mentioned earlier, while we do not like the past practices that have led us to this moment, the District is willing to let bygones be bygones and not seek compensation for currently abated neighborhoods in the interest of resetting the relationship between the Village and the School District, in exchange for a cessation in the use of tax abatements on residential developments on the part of the Village.

From our perspective, this path is the best for all concerned. It will settle past grievances, prevent new ones from forming, and will allow for tax dollars to flow as intended for the betterment of the entire community.

Should there be a desire on the part of the Council to have a collaborative discussion on these proposals, the District is willing to engage in a sit down dialogue, and you may reach out to either myself or Board President Bruner to establish a time where this may occur between selected members of the Board and the Council.

Thank you for your time and consideration of our position.

April 24 2025 - PROPOSAL OF THE BATAVIA LOCAL SCHOOL DISTRICT



BATAVIA LOCAL SCHOOL DISTRICT

April 24, 2025

Dear Mr. Geis,

After discussions with our Bond Council, we have encountered several logistical issues regarding the drafting of a proposal for consideration by the Village. Many of these issues stem from a lack of understanding as to how you intend to structure current and future tax abatement deals. As moving forward would require joint consultation, it is the will of the Board to first determine if the foundational tenets of a deal that are non-negotiables to the Board are agreeable to you. If so, we are willing to move forward and would look to arrange meetings to jointly discuss agreement language. If not, then it will be clear that an agreement on being made whole can not be reached and both sides can move on from that point.

In order for the District to move forward with developing language for a comprehensive agreement, we need assurances from you and the council that the Village is willing to meet the following terms:

1. "Made Whole" is defined as the 100 percent calculation of the total revenue derived from the application of the total effective millage of the school district per the annual effective rates tax table as published annually by the County Auditor on all residential properties covered by the agreement.
2. The made whole amount will be recalculated annually to reflect the current total effective millage rate of the District, and will include any new tax issues passed which would be reflected on the effective rates table during the term of the agreement.
3. Any agreement the district will agree to must include language that classifies all residential dwellings, whether single or multi family, as residential (instead of commercial).
4. The agreement must cover not only Bauman, but any and all projects subject to any type of residential tax abatement plan that arise as a result of an annexation after June 1, 2024 with the exception of Streamside, Harvest Meadows, and River Pointe Apartments.
5. For transparency purposes, an agreement must contain annual reporting, auditing, and dispute resolution processes.
6. As things inevitably change over time, an open ended term agreement is not in the best interest of the District. Any agreement the District would agree to would have a term limit of 5

800 Bauer Ave., Batavia, OH 45103 Phone: 513-732-2343 Fax: 513-732-3221
www.bataviaschools.org

years, and must include a clause that any payments for applicable projects authorized prior to the expiration or termination of the Agreement will remain in full effect subject to the annual effective tax rate until the separate periods for those payments have expired (which would be the conclusion of the abatement period for each residential unit(s)).

Please note that this list is not an exhaustive itemization of the terms and conditions that must be included in any agreement the District would find satisfactory.

A reply by Tuesday, May 13th as to whether these foundational terms are agreeable to the Village as a basis for continuing discussions on an agreement will be appreciated. Should the District fail to hear back by this date, it will be assumed that the Village is not in agreement and both sides can move forward separately.

Sincerely,

Keith Millard
Superintendent

May 13, 2025 - INTERGOVERNMENTAL AGREEMENT (IGA)

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement (IGA) is entered into between the Village of Batavia, Clermont County, Ohio, (Village) and the Batavia Local School District (Schools) in relation to potential abatements in Community Reinvestment Areas for residential properties in the Village of Batavia pursuant to Ohio Revised Code, this ___ day of _____, 2025.

RECITALS

WHEREAS, pursuant to the Ohio Revised Code, the Village of Batavia has the authority under the Ohio Revised Code to enact Community Reinvestment Areas (CRA) on residential parcels within the Village to aid in and facilitate the redevelopment, development, financing of public infrastructure improvements and, in certain circumstances, residential rehabilitation of properties within the Village; and

WHEREAS, a CRA of residential property, when implemented, could provide for the abatement of tax revenue related to the value of the residential properties, up to and including 100% of the new improved structure value; and

WHEREAS, the Batavia Local School District is desirous of maintaining services for its students at levels based upon property tax revenue levels that would exist but for the CRA that might arise, as a result of annexation after June 24, 2024; and

WHEREAS, the Village of Batavia is also desirous of the Batavia Local Schools maintaining services for its students at levels based upon property tax revenue that would exist but for the CRA that might arise, as a result of annexation after June 24, 2024; and

WHEREAS, following discussions between the parties, the Batavia Local School District, on April 24, 2025, provided the Village of Batavia with a Proposal which included a list of terms, which is attached to this Intergovernmental Agreement as Exhibit "A"; and

WHEREAS, the Village of Batavia having reviewed and considered Exhibit A, and the terms contained therein, believes that Exhibit A, and the terms and conditions contained therein, if agreed to, will promote the health, safety and general welfare of the Village; and

WHEREAS, the Batavia Local School District, also believes Exhibit A, if agreed to, will promote the health, safety and general welfare of the Schools and the Village.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the parties, through their Village Council and School Board agree as follows:

- I. The Village and the Schools agree:
 - a. All articles of this IGA only apply to compensation related to residential property within the Village now or acquired through annexation on or after June 1, 2024, that are subject to an abatement through a CRA, except for the developments known by the Village and the Schools as:
 - i. Streamside
 - ii. Harvest Meadows
 - iii. River Pointe Apartments
 - b. For purposes of the IGA, "residential property" shall include, single family homes, high-density apartments or other classifications that may be taxed at a commercial rate or included as residential property in the definition of any CRA, except for the exclusions included with this IGA.
 - c. The Village shall not use, create, or expand an existing or new CRA that abates, reduces, or eliminates the residential property allocated tax receipts (RECEIPTS) or Payments in Lieu of Taxation (PILOT) that the Schools would otherwise receive if not for the CRA without reimbursing the Schools through a lawful measure at 100% of the otherwise abated RECEIPTS.
 - i. RECEIPTS shall be defined as "100 percent calculation of the total revenue derived from the application of the total effective millage of the school district per the annual effective rates tax table as published annually by the County Auditor."
 - ii. The RECEIPTS will be recalculated annually to reflect the current total effective millage rate of the District, and will include any new tax issues passed which would be reflected on the effective rates table during of the IGA.
 - iii. The Schools shall annually, but not later than January 15th of each Calendar Year, send the Village the effective rates tax table as published annually by the County Auditor.
 - d. The Village, through its own discretion and lawful measure, shall determine how to reimburse the Schools, so long as the reimbursement measure does not reduce the amount of 100% of the otherwise abated RECEIPTS.
 - e. All reimbursements in relation to this IGA, shall be transferred to the Schools not later than 45 Days after the Village receives the normal Tax Proceeds as distributed by the County Auditor semi-annually.

- II. The Schools may audit or challenge the RECEIPTS' value as provided in this IGA.
- III. Nothing in this IGA shall obligate the Village to provide for an amount of reimbursement or RECEIPTS to the Schools that is greater than the amount that otherwise would have been collected. The Village and the Schools agree that the RECEIPTS, as calculated in this Agreement, for the term of the IGA are equal to the amount that otherwise would have been collected.
- IV. If Legislation is created that reduces, eliminates, or otherwise modifies the amount of the abatement as realized through the CRA, and the Schools receive compensation through traditional tax receipts (or another substantially equivalent measure), the Village shall modify the RECEIPTS to reflect the change in calculation.

1. **Challenge to Agreement**

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

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

2. **Good Faith and Fair Dealing.** The parties hereby acknowledge and agree that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation and performance. The parties further acknowledge and agree that in the event of any disagreements arising hereunder, the Parties shall act in good faith to promptly resolve such disagreements.
3. The Parties may not assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of each of the other parties.

4. **Term; Termination.** This Agreement shall become effective on the Effective Date and shall last for five (5) years, unless sooner terminated pursuant to the other provisions of Exhibit "A", and may be renewed for additional five year terms, upon written agreement of the parties to be given no later than 90 days prior to the expiration of this Agreement.
5. **Mediation.** If the Parties are unable to resolve a dispute as to the meaning or application of this Agreement, or if any Party believes there has been a breach by another Party, the Parties shall participate in mediation of the dispute. The mediator shall be an impartial individual chosen jointly by the Parties. The Parties shall attempt in good faith to avoid the need for litigation of disputes through mediation. This Section does not, however, preclude any Party from instituting litigation if necessary, in the opinion of the Party, for the protection of the Party's interests.
6. **Waiver of Breach.** No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and agreed to by the Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by the other Parties, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.
7. **Time Is of the Essence.** Time is of the essence in the compliance with the terms and conditions of this Agreement.
8. **Notices.**
 - (a) Any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one business day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

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

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

(b) All notices to be given to the Village of Batavia pursuant to this Agreement shall be sent to the Village at the following address:

The Village of Batavia

Attn: Administrator

(c) All notices to be given to Batavia Local School District to this Agreement shall be sent to Batavia Local Schools at the following address:

Batavia Local School District

Attn: Superintendent

(c) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof.

9. **Governing Law: Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The Parties agree that any action relating to or arising out of this Agreement may be brought against the other Party only in the Clermont County, Ohio, Court of Common Pleas; and each Party consents to the jurisdiction of such court (and of the appropriate appellate courts), and waives any objection to venue laid therein.
10. **Entire Agreement.** This Agreement (including the Recitals) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.
11. **Binding Effect.** This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

12. **Counterparts; Email or Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that email or facsimile signatures by the Parties shall be binding to the same extent as original signatures.
13. **Ambiguity.** The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.
14. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
15. **Amendment.** This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by the Party to be charged with such modification, alteration, amendment, discharge, or waiver.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

VILLAGE OF BATAVIA, acting by and through its Village Council

By: _____
Administrator

By: _____
Fiscal Officer

Batavia Local School District, acting by and through its School Board

By: _____
Superintendent

By: _____
Administrator

COMPARISON

Batavia Local Schools “Foundational” “Non-Negotiable” Requested In Proposal	Village of Batavia Response Provided in IGA
<p>1. “Made Whole” is defined as the 100 percent calculation of the total revenue derived from the application of the total effective millage of the school district per the annual effective rates tax table as published annually by the County Auditor on all residential properties covered by the agreement.</p>	<p>i. RECEIPTS shall be defined as “100 percent calculation of the total revenue derived from the application of the total effective millage of the school district per the annual effective rates tax table as published annually by the County Auditor.”</p>
<p>2. The made whole amount will be recalculated annually to reflect the current total effective millage rate of the District, and will include any new tax issues passed which would be reflected on the effective rates table during the term of the agreement.</p>	<p>ii. The RECEIPTS will be recalculated annually to reflect the current total effective millage rate of the District, and will include any new tax issues passed which would be reflected on the effective rates table during of the IGA.</p>
<p>3. Any agreement the district will agree to must include language that classifies all residential dwellings, whether single or multi family, as residential (instead of commercial).</p>	<p>b. For purposes of the IGA, “residential property” shall include high-density, apartments or other classifications that may be taxed at a commercial rate or included as residential property in the definition of any CRA, except for the exclusions included with this IGA.</p>
<p>4. The agreement must cover not only Bauman, but any and all projects subject to any type of residential tax abatement plan that arise as a result of an annexation after June 1, 2024 with the exception of Streamside, Harvest Meadows, and River Pointe Apartments.</p>	<p>I. The Village and the Schools agree:</p> <p>a. All articles of this IGA only apply to compensation related to residential property within the Village now or acquired through annexation on or after June 1, 2024, that are subject to an abatement through a CRA, except for the developments known by the Village and the Schools as:</p> <ul style="list-style-type: none">i. Streamsideii. Harvest Meadowsiii. River Pointe Apartments

**Batavia Local Schools
“Foundational”
“Non-Negotiable” Requested
In Proposal**

- 5 For transparency purposes, an agreement must contain annual reporting, auditing, and dispute resolution processes.

**Village of Batavia
Response Provided
in IGA**

e. All reimbursements in relation to this IGA, shall be transferred to the Schools not later than 45 Days after the Village receives the Tax Proceeds as distributed by the County Auditor semi-annually.

II. The Schools may audit or challenge the RECEIPTS' value as provided in this IGA.

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

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

**Batavia Local Schools
“Foundational”
“Non-Negotiable” Requested
In Proposal**

- 6 As things inevitably change over time, an open ended term agreement is not in the best interest of the District. Any agreement the District would agree to would have a term limit of 5 years, and must include a clause that any payments for applicable projects authorized prior to the expiration or termination of the Agreement will remain in full effect subject to the annual effective tax rate until the separate periods for those payments have expired (which would be the conclusion of the abatement period for each residential unit(s)).

**Village of Batavia
Response Provided
in IGA**

4. Term; Termination. This Agreement shall become effective on the Effective Date and shall last for five (5) years, unless sooner terminated pursuant to the other provisions of Exhibit “A”, and may be renewed for additional five year terms, upon written agreement of the parties to be given no later than 90 days prior to the expiration if this Agreement.