

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 17-29**

RESOLUTION APPROVING THE SECOND AMENDMENT TO THE HAMILTON-INDIAN SPRINGS JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT.

WHEREAS, The City of Hamilton (the “City”) and Fairfield Township (the “Township”) have negotiated and intend to enter into Second Amendment to the Hamilton-Indian Springs Joint Economic Development District Contract (hereinafter “Contract”) in accordance with Sections 715.72 to 715.81 of the Ohio Revised Code for their mutual benefit, for the benefit of Butler County, and for the benefit of the State of Ohio; and

WHEREAS, the Second Amendment to the Joint Economic Development District will promote economic development in Fairfield Township, the City of Hamilton, Butler County, and the State of Ohio;

NOW, THEREFORE, BE IT RESOLVED by the Fairfield Township Board of Trustees, as follows:

Section 1. The Board finds and determines that (i) the Township held a public hearing concerning the Contract at 6:30 p.m. on March 22, 2017, in accordance with Section 715.75 of the Ohio Revised Code, (ii) thirty (30) days public notice of the time and place of that public hearing was provided in the *Cincinnati Enquirer*, a newspaper of general circulation in Butler County, Fairfield Township, and the City of Hamilton, (iii) during the thirty (30) day period prior to that public hearing a copy of the text of the Contract together with a description of the area or areas to be included in the District (including maps), and an Economic Development Plan, in accordance with Section 715.75(C) of the Ohio Revised Code were on file for public examination in the Office of the Fiscal Officer of Fairfield Township, (iv) minor modifications of the Contract have been made based upon public comment and recommendations made during the 30 days prior to the hearing and pursuant to the public hearing, and (v) the Contract is on file with the Fiscal Officer of Fairfield Township.

Section 2. The Board finds that in accordance with Ohio Revised Code Section 715.72 (L)(2), this Second Amendment is being passed by Resolution and is not being submitted to the electors of the Township. The Board approves the Contract now on file with the Fiscal Officer and authorizes the Township Administrator and the Law Director to sign the Contract and all other documents required in furtherance of the contract and/or establishment of said District.

Section 3. A copy of the text of the Contract and other documents referred to in Section 1 of this Resolution shall remain on file in the Office of the Fiscal Officer.

Section 4. The Township Administrator is authorized, on behalf of the Township, to file or cause to be filed, jointly with the City of Hamilton, with the legislative authority of Butler County, (i) a signed copy of the Contract, (ii) a description of the area or areas to be included in the District, including a map, (iii) the Economic Development Plan as described in Section 715.75(C), (iv) a certified copy of this Resolution, (v) a signed certificate from Fairfield Township that the public hearing has been held, the date of such hearing, and evidence of the publication of the notice of such hearing, (vi) a petition signed by the majority of the owners of the property located within the area or areas to be included in the District, and (vii) if applicable, a petition signed by the majority of the owners of businesses located within the area or areas to be included in the District.

Section 5. The Township Administrator is authorized to take such actions, or to cause such actions to be taken, on behalf of the Township, including, but not limited to, signing agreements or other instruments contemplated by the Contract or deemed necessary or appropriate by the Law Director, in order to achieve approval of the Contract within the City of Hamilton and to accomplish the purposes of this Resolution and the Contract.

Section 6. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Fairfield Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

Section 7. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code and hereby authorizes the adoption of this Resolution upon its first reading.

Section 8. This Resolution shall be effective immediately on March 22, 2017 or on the earliest date allowed by law.

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

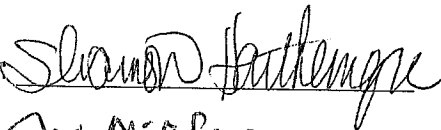
Adopted: March 22, 2017

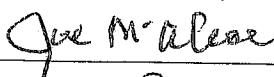
Board of Trustees

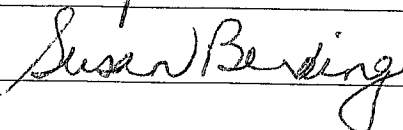
Shannon Hartkemeyer

Joe McAbee:


Susan Berding:

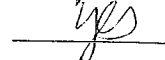


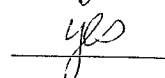




Vote of Trustees







AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 23rd day of March, 2017.

ATTEST:

Nancy A. Bock
Nancy Bock, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri
Lawrence E. Barbieri, Township Law Director

PROPERTY OWNER PETITION FOR EXPANSION OF
HAMILTON-INDIAN SPRINGS JOINT ECONOMIC DEVELOPMENT DISTRICT

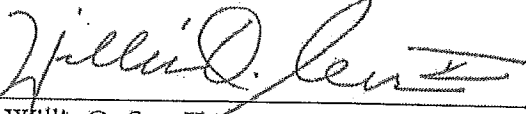
The undersigned, being the owner of the property described in Exhibit A attached hereto (the "Property"), desires that the Property be added to the Hamilton-Indian Springs Joint Economic Development District (the "District") as described in the Hamilton-Indian Springs Joint Economic Development Contract (as amended by the Amendment effective August 1, 2004, the "Contract") and does hereby certify that the owner (i) is the record owner of all of the Property, (ii) consents to the inclusion of the Property in the District and (iii) has received a copy of the Contract and the proposed Second Amendment thereto. The undersigned owner acknowledges that it has been notified that the following documents are available for inspection at the office of the Clerk of the City of Hamilton and the office of the Fiscal Officer of Fairfield Township: (a) A copy of the Contract, including the economic development plan for the district and the schedule for the provision of new, expanded, or additional services, facilities, or improvements for the District; (b) a description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and the parcel number, of any parcel located within the boundaries of the District but excluded from the District; and (c) a schedule for the collection of the income tax for the District.

The undersigned does hereby petition the Board of Township Trustees of Fairfield Township and the City Council of the City of Hamilton to amend the District in accordance with the Contract and Second Amendment thereto.

Dated: January 31, 2017

Name of Property Owner:

GRACEWORKS LUTHERAN SERVICES
(formerly known as Lutheran Social Services)

By 

Willis O. Serr II
President & Chief Executive Officer

PROPERTY OWNER PETITION FOR EXPANSION OF
HAMILTON-INDIAN SPRINGS JOINT ECONOMIC DEVELOPMENT DISTRICT

The undersigned, being the owner of the property described in Exhibit A attached hereto (the "Property"), desires that the Property be added to the Hamilton-Indian Springs Joint Economic Development District (the "District") as described in the Hamilton-Indian Springs Joint Economic Development Contract (as amended by the Amendment effective August 1, 2004, the "Contract") and does hereby certify that the owner (i) is the record owner of all of the Property, (ii) consents to the inclusion of the Property in the District and (iii) has received a copy of the Contract and the proposed Second Amendment thereto. The undersigned owner acknowledges that it has been notified that the following documents are available for inspection at the office of the Clerk of the City of Hamilton and the office of the Fiscal Officer of Fairfield Township: (a) A copy of the Contract, including the economic development plan for the district and the schedule for the provision of new, expanded, or additional services, facilities, or improvements for the District; (b) a description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and the parcel number, of any parcel located within the boundaries of the District but excluded from the District; and (c) a schedule for the collection of the income tax for the District.

The undersigned does hereby petition the Board of Township Trustees of Fairfield Township and the City Council of the City of Hamilton to amend the District in accordance with the Contract and Second Amendment thereto.

Dated: Feb. 3, 2017

Name of Property Owner:

Roy S. Chew

By

Roy G. Chew

Title

President

EXHIBIT A

[Insert Property Description]

**SECOND AMENDMENT TO HAMILTON-INDIAN SPRINGS
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

This Second Amendment (the "Second Amendment") to Hamilton-Indian Springs Joint Economic Development District Contract (as amended by the Amendment effective August 1, 2004, the "Contract") is made and entered into as of _____, 2017, by and between the City of Hamilton ("Hamilton"), and Fairfield Township of Butler County ("Fairfield Township") in accordance with the terms and provisions set forth herein.

RECITALS

A. The parties entered into a contract as of August 7, 1996 creating the Hamilton-Indian Springs Joint Economic District (the "District"), which contract was delivered to the Butler County Commissioners and thereafter approved by the electors of Fairfield Township at the general election conducted on November 5, 1996.

B. The parties intended for the District facilitate commercial and economic development, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the County, Hamilton, Fairfield Township and the District.

C. In order to add additional territory to the District and to provide for the distribution of revenues generated in such additional territory, the parties amended the original contract by the Amendment to Hamilton-Indian Springs Joint Economic Development District Contract effective August 1, 2004 (the "First Amendment").

D. The Board of the District has received the petition of certain property owners and business owners requesting that its property be added to the District and the petition has been reviewed by Hamilton and Fairfield Township and found to comply with Divisions (J) and (L) of Revised Code Section 715.72.

1/28/2017

E. Hamilton and Fairfield Township desire to enter into this Second Amendment to amend the Contract to add additional territory to the District, to provide for the distribution of revenues generated from such additional territory, and to make such other provisions for their mutual benefit and for the benefit of their residents and of the State of Ohio.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Second Amendment, Hamilton and Fairfield Township agree and bind themselves, their agents, employees and successors, as follows:

Section 1. Existing Territory. The map of the existing territory of the District is attached hereto as Exhibit A.

Section 2. Added Area. The territorial boundaries of the District are expanded by approximately 184 acres by adding the following area (the “Added Area”) to the District:

Legal Description of Added Area – The legal descriptions for the area to be added to the District is attached hereto as Exhibit B.

Map of Added Area – The map of the Added Area is attached hereto as Exhibit C.

The Added Area is in addition to the territory described in the Contract. The Added Area is located entirely within Fairfield Township. No elector resides within the Added Area and no part of the Added Area includes any parcel of land owned in fee simple or leased to a municipal corporation or a township.

Section 3. Master Development Plan. As soon as practicable, Hamilton shall engage a consultant to develop a land use and zoning classification plan for the Added Area that is agreeable to both Hamilton and Fairfield Township. Fairfield Township will adopt by resolution, the Master Development Plan or incorporate the Master Development Plan in the

1/28/2017

Vision Plan by resolution after completion. Hamilton shall be responsible for the initial cost and expense of engaging the consultant.

Section 4. Zoning for Added Area. The Added Area is currently zoned in a manner appropriate to the function of the District. A zoning map and regulations showing the current zoning for the Added Area is attached hereto as Exhibit D. As soon as practicable after the completion of the agreed upon Master Development Plan, Fairfield Township shall initiate and support the approval of any zoning changes necessary for the zoning to be consistent with the Master Development Plan, which changes are determined to be part of the public purpose of this Second Amendment. Fairfield Township will not permit any changes in the zoning or any conversion to residential status of any parcel within the Added Area other than as contemplated in the Master Development Plan without Hamilton's consent.

Section 5. Distribution of Revenues from the Added Area. Income tax collections from the Added Area, net of expenses, shall be paid 50% to Hamilton and 50% to Fairfield Township. For purposes of determining the distribution of revenues from the Added Area, "expenses" shall include (a) collection expenses, (b) refunds, (c) operating expenses (including but not limited to reimbursing Hamilton for the cost of the Master Development Plan), and (d) any long-term maintenance reserves, in each case with respect to the Added Area only. In accordance with the requirement of division (F)(5)(d) of Revised Code Section 715.72, the resolution adopted by the Board of the District shall set forth the percentage of the income tax to be set aside by the parties for the long-term maintenance of the District, which shall be the same percentage for each party unless otherwise agreed by the parties.

Section 6. Term. The term of the Contract shall be extended by this Second Amendment and shall terminate December 31, 2086. The term of the Contract shall

1/28/2017

automatically extend for successive thirty (30) year periods on the same terms set forth in the Contract, unless written notice of termination is given to the other contracting party at least one hundred eighty (180) days prior to the expiration of the then-expiring term.

Section 7. Utilities. Hamilton and Fairfield Township each agree to contribute to the development and operation of the Added Area through utility service as follows:

(a) Water and Sewer Service. Water and sewer service in the District is provided by Butler County. The parties expect that water and sanitary sewer services for the Added Area will be extended to the Added Area by the owner of the Added Area, pursuant to agreements between the owner and Butler County. All services will be provided at such rates and tap-in fees as may be charged by Butler County, as those rates and fees may be revised from time to time.

(b) Electric and Natural Gas Services. Hamilton shall have the right to provide electric and natural gas service to the Added Area pursuant to agreements between the owner and Hamilton. The cost to extend electric and natural gas services to the Added Area may be paid, in part, through the levy and collection of special assessments or other property charges, as may be agreed to in cooperative agreements between Hamilton and the owner, provided that no assessments will be levied against the Graceworks site as identified on Exhibit C. The Township will reasonably cooperate with Hamilton to implement any such special assessments or charges.

(c) No Other Contracts for Utility Services. Each party represents and agrees that no "contract for utility services" as defined in Revised Code Section 715.72 exists between Hamilton and Fairfield Township, and this Second Amendment is supported by other substantial consideration within the meaning of division (H) of Revised Code Section 715.72.

Section 8. Gilmore Road Improvements.

(a) Realignment Right of Way. The parties agree that Hamilton will establish the realignment corridor for Gilmore Road in conjunction with Butler County. Hamilton and Fairfield Township will work cooperatively and in good faith to negotiate with the current property owners such owners to dedicate, without consideration, the right of way for the Gilmore Road realignment.

(b) Roadway Improvements. The cost to design and construct the improvements in realigned Gilmore Road and improvements at the intersection of Gilmore Road and Hamilton Mason Road (together, the "Roadway Improvements") will be paid by the Fairfield Township Board of Trustees with the assistance of a \$250,000 contribution from the Butler County Commissioners. Hamilton and Fairfield Township will work cooperatively and in good faith with each other to finalize the plans and specifications for the Roadway Improvements. The cost of the Roadway Improvement is anticipated to not exceed Two Million Dollars (\$2,000,000).

Section 9. Economic Incentive Contract Payment. Hamilton and Fairfield Township agree that this Amendment creates or preserves jobs and employment opportunities and improves the economic welfare of the people in the State, the County, Hamilton, Fairfield Township and the District. Therefore, Hamilton shall pay Fairfield Township an Economic Development Contract Fee "FEE" in an amount equal to One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) or an amount equal to the net investment made by Fairfield Township for the road improvement referred to in Section 8(b); whichever is less. The FEE shall be deposited into the General Fund of the Township. Payment from Hamilton shall be made not later than 12/31/2019. Hamilton shall have the right to levy and collect special assessments or

1/28/2017

other property charges on the Added Area to recover its costs and the Township will reasonably cooperate with Hamilton to implement any such special assessments or charges, provided that no assessments will be levied against the Graceworks site as identified on Exhibit C.

Section 10. Marketing Plan; Signage. Hamilton and Fairfield Township agree to work cooperatively and in good faith to develop a marketing plan for the commercial development of the Added Area that is consistent with the Master Development Plan. Hamilton and Fairfield Township further agree to design signage for the development of the Added Area that reflects the partnership between Hamilton and Fairfield Township. Hamilton agrees to pay for the initial cost of developing the marketing plan and constructing signage.

Section 11. Fire Services. As of the effective date of this Second Amendment, Hamilton shall no longer be obligated to provide fire protection to the District.

Section 12. Contract Not Affected. Except as modified by this Second Amendment, the Contract shall remain unchanged and in full force and effect.

Section 13. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Second Amendment and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents and to take such other actions in order to effectuate the purposes of this Second Amendment.

Section 14. Severability. Unenforceability of any of the duties and covenants of this Second Amendment shall not affect the enforceability of the any other duties and covenants of this Second Amendment. Financial obligations of the parties hereunder are subject to any appropriation actions required by law.

Section 15. Notices. All notices, requests and demands shall be in writing and. shall be deemed to have been given when actually received or when delivered in person during normal

1/28/2017

business hours or business days after being sent by certified mail, postage pre-paid, or one business day after having been sent by overnight courier service as follows or to such other address as a party may designate by proper notice to the other:

If to Hamilton:

City of Hamilton
Municipal Building
345 High Street, Suite 710
Hamilton, OH 45011
Attention: City Manager

If to Fairfield Township:

Fairfield Township
6032 Morris Road
Hamilton, Ohio 45011-5118
Attention: Administrator

Section 15. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 16. Counterparts; Filing and Recording. This Second Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Signatures or counterparts transmitted by facsimile or electronic means are deemed to be original signatures or counterparts. On the Effective Date the Fairfield Township Administrator shall file this Second Amendment with the Director of the Development Services Agency and shall record this Second Amendment with the Butler County Recorder.

[Remainder of page left blank – signatures on following page]

1/28/2017

IN WITNESS WHEREOF, Hamilton and the Fairfield Township Board of Trustees have caused this Second Amendment to be duly signed in their respective names by their duly authorized officers as of the date herein before written.

CITY OF HAMILTON

By: _____
Joshua A. Smith, City Manager
Pursuant to Authority of
Ordinance No. _____

Approved as to form only:

By: _____
_____, Director of Law
City of Hamilton

FAIRFIELD TOWNSHIP BOARD OF
TRUSTEES

By: Julie Vonderhaar
Julie Vonderhaar, Administrator
Pursuant to Authority of
Resolution No. _____

Approved as to form only:

By: L.E. Barbree
_____, Law Director
Fairfield Township

1/28/2017

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Before me, a Notary Public in and for said County and State, appeared Joshua A. Smith, the City Manager of the City of Hamilton, Ohio, an Ohio municipal corporation, who acknowledged that he executed the foregoing instrument for and on behalf of said City as the free act and deed of said City, and as his free act and deed individually and as such officer.

In witness whereof, I have hereunto set my hand and notarial seal, this _____ day of _____, 2017.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

Before me, a Notary Public in and for said County and State, appeared Julie Vonderhaar, the Administrator of Fairfield Township, Ohio, who acknowledged that she executed the foregoing instrument for and on behalf of said Township as the free act and deed of said Township, and as her free act and deed individually and as such officer.

In witness whereof, I have hereunto set my hand and notarial seal, this _____ day of _____, 2017.

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A - Existing Territory

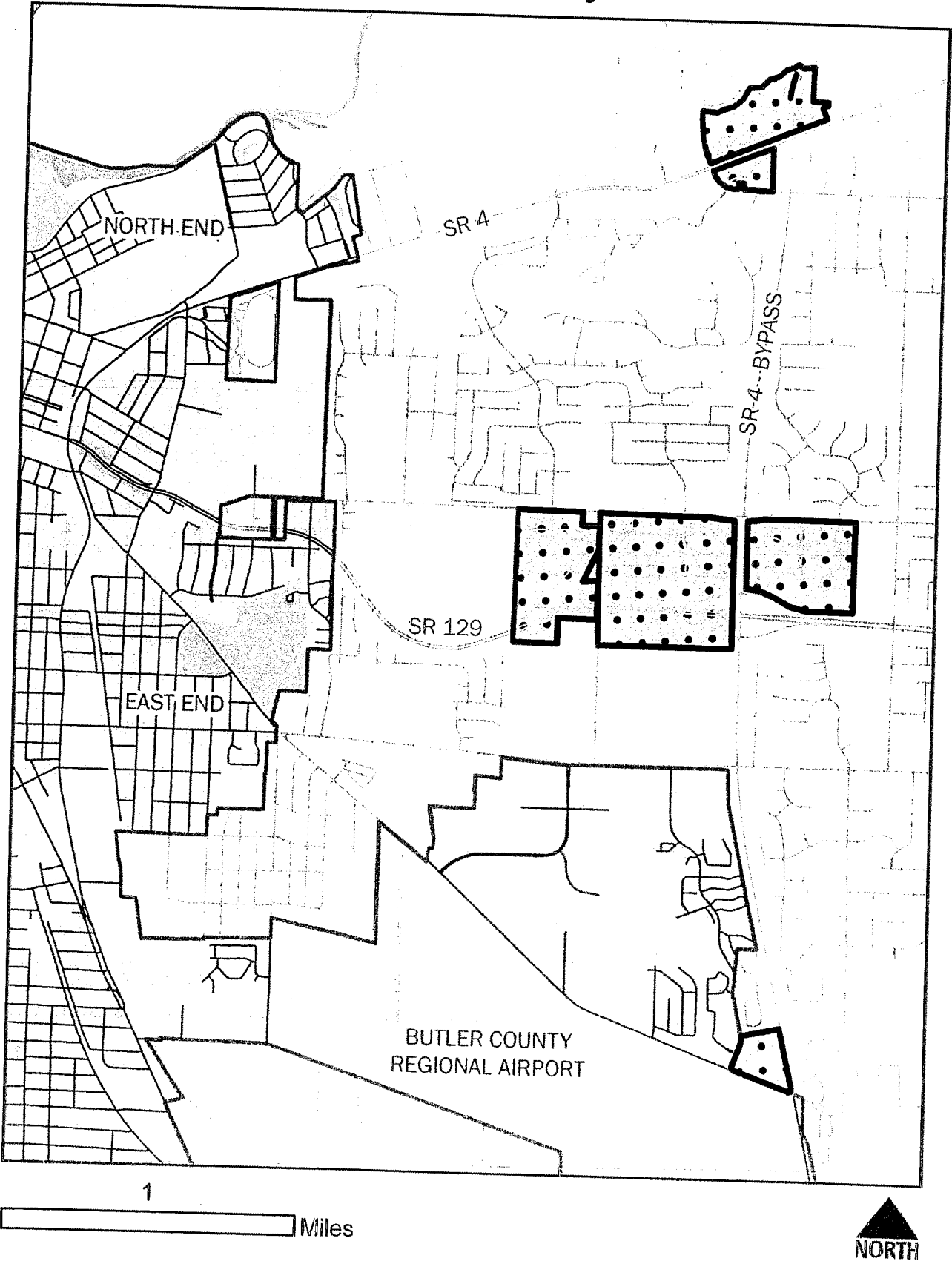


Exhibit B

LEGAL DESCRIPTION SECOND AMENDMENT TO HAMILTON-INDIAN SPRINGS JOINT ECONOMIC DEVELOPMENT DISTRICT TERRITORY AS OF JANUARY 24, 2017 AREA 184.224 ACRES

Situated in Sections 19 and 25 in Town 2, Range 3 and Section 24 in Town, 2 Range 2, and being Part of Lot Numbers 436 and 572 in Fairfield Township, Butler County, Ohio, and being all of the land described as Tract I in Deed Book 8318 Page 1931, the 1.529 Acre tract of land as described in Deed Book 8053 page 1278, and part of the land described in Deed Book 1755 Page 208, and being more particularly described as follows:

Beginning at the Southeast Corner of Section 25, said corner also being the intersection of the centerlines of Hamilton-Mason Road and Gilmore Road and the Southeast corner of Lot 572 and the Southwest corner of Lot 436;

Thence along the South line of Lot 572, the center of Hamilton-Mason Road and the South Line of Section 25 North 84 degrees 59 minutes 29 seconds West for a distance of 464.53 feet;

Thence continuing along said line North 81 degrees 09 minutes 18 seconds West for a distance of 1093.13 feet to the Southwest corner of Lot 572;

Thence along the West line of Lot 572, the East line of the land described in deed book 7156 page 1100 belonging to William R. and Pam Lysakowski, the East line of Hunters Trace Subdivision Phase 1 and the East line of Hunters Trace Subdivision Phase 3 North 01 degrees 12 minutes 37 seconds East for a distance of 2011.58 feet to the Northwest corner of Lot 572;

Thence along the North line of Lot 572, and the South lines of Part Lot 560, Part Lot 565 and Lot 566, South 84 degrees 37 minutes 51 seconds East for a distance of 1542.46 feet to a point on the line between Sections 25 and 19, said point being the Northeast corner of Lot 572, the Northwest corner of Lot 436 and in the center of Gilmore Road;

Thence along the North Line of Lot 436 and the South Line of Lot 430 South 84 degrees 40 minutes 53 seconds East for a distance of 2376.54 feet to the West Right of Way Line of State Route 4 Bypass;

Thence South 05 degrees 07 minutes 53 seconds West for a distance of 1098.15 feet along said Right of Way Line;

Thence continuing along said Right of Way South 03 degrees 19 minutes 02 seconds West for a distance of 880.93 feet;

Thence South 80 degrees 10 minutes 37 seconds West for a distance of 220.78 feet;

Thence South 04 degrees 45 minutes 30 seconds West for a distance of 19.67 feet to the center of Hamilton-Mason Road and the South Line of Lot 436;

Thence along South Line of Lot 436 and the center of Hamilton-Mason Road North 85 degrees 14 minutes 11 seconds West for a distance of 1086.69 feet;

Thence continuing along said line North 84 degrees 59 minutes 42 seconds West for a distance of 1109.44 feet to the Point of Beginning.

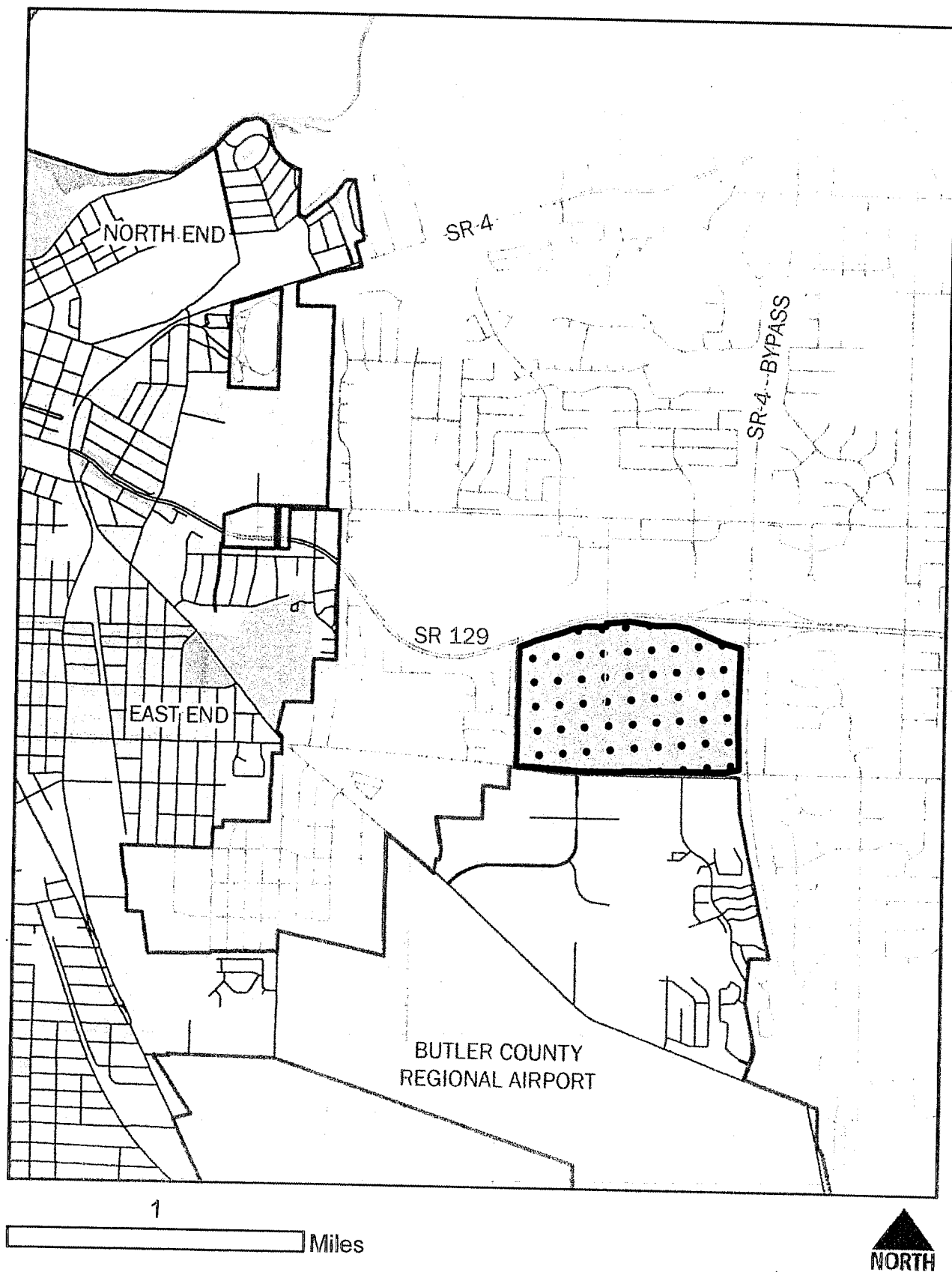
Save and Except 4.624 Acres of Right of Way Dedicated for Hamilton-Mason Road and Gilmore Road taken from Lot 572 and shown on the Dedication Plat for said roads created by Kleingers and Associates dated 11/22/16.

The above described area, less the Dedicated Right of Way afore mentioned, contains 92.599 Acres in Section 19, 20.249 Acres in Section 24, and 71.376 Acres in Section 25, for a NET TOTAL AREA of 184.224 Acres more or less, and is subject to all covenants, easements and restrictions of record.

The above description is based on record information only and is not the result of a field survey. Bearings, distances and areas shown are all from plats and/or deeds in the area described or land adjacent to said area. This description is meant to describe the perimeter of, and the approximate area of J.E.D.D. Area 4 only, and is not to be used for the transfer of property.

This description was written by Arthur Todd Balph under the direction of Richard A. Engle P.E., Director of Public Works, City of Hamilton Ohio.

Exhibit C - Added Area



OFFICIAL ZONING MAP
FAIRFIELD
TOWNSHIP
 BUTLER COUNTY, OHIO

Effective: July 10, 2008

Exhibit D

