

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 17- 42**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE AN AGREEMENT
FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS.**

WHEREAS, the Board of County Commissioners of Butler County, Ohio, the Board of Township Trustees of Fairfield Township, Butler County, Ohio, the City of Hamilton, Ohio, and Graceworks Lutheran Services have negotiated and intend to enter into an Agreement for Public Infrastructure Improvements (hereinafter "Agreement") for their mutual benefit, for the benefit of Butler County, and for the benefit of the State of Ohio; and

WHEREAS, the Agreement for Public Infrastructure Improvements will promote economic development and the health, safety and welfare of the residents of 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 hereby authorizes the Township Administrator to sign the Agreement attached hereto as Exhibit A.

Section 2. 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 3. 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 4. 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.

Section 5. This Resolution shall be effective on the earliest date allowed by law.

Adopted: April 12, 2017

Board of Trustees

Shannon Hartkemeyer:

Shannon Hartkemeyer

Joe McAbee:

Joe McAbee

Susan Berding:

Susan Berding

Vote of Trustees

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 12th day of April, 2017.

ATTEST:

Nancy A. Book
Nancy Book, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

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

AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS

This Agreement made as of the dates indicated herein by and between the Board of County Commissioners of Butler County, Ohio (the "County"), the Board of Township Trustees of Fairfield Township, Butler County, Ohio (the "Township"), the City of Hamilton, Ohio (the "City"), and Graceworks Lutheran Services.

WHEREAS, Township has been reviewing a development plan (the "Development Plan") by Lutheran Social Services and/or Graceworks Lutheran Services (collectively the "Owners") proposing improvements to multiple parcels of land located within the unincorporated area of the Township (to wit: Auditor's Parcel Numbers A0300025000008, A0300012000037, and A0300021000042) (the "Parcels") for commercial or industrial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of public or private street(s), open spaces for common use by owners, occupants, or leaseholders, or as easements for the extension and maintenance of public sewer, water, storm drainage, or other similar facilities; and

WHEREAS, the initial phase of the Development Plan by the Owners proposes the division or allocation of land within the current Auditor's Parcel Numbers A0300025000008 for the following purposes:

1. Creation of an approximately 16 acre parcel (the "Story Point Parcel") which would be conveyed by the Owners to Fairfield Senior Services, LLC for the development of an senior assisted living structure or group of structures (the "Improvements");
2. The dedication or conveyance of easements to County for the construction of the Sewer Improvements described in this Agreement; and
3. The dedication of right of way to the County for construction of the Road Improvements described in this Agreement.

WHEREAS, the Story Point Parcel is currently zoned B-PUD under the Fairfield Township Zoning Resolution; and

WHEREAS, Township has adopted or intends to adopt a resolution under RC § 5709.73(B) (the "TIF Resolution") declaring a portion of the increase in the assessed value of the Improvements to be for a public purpose and exempt from real estate taxation for 10 years and designating public infrastructure improvements necessary for the development of parcel(s) subject to the TIF Resolution; and

WHEREAS, Township is authorized by R.C. § 5709.74 to use money received as service payments in lieu of taxation and deposited in Township's public improvement tax increment equivalent fund to pay the costs of public infrastructure improvements designated in the TIF Resolution; and

WHEREAS, Township and the City have approved an agreement (the "JEDD Amendment") to amend the Hamilton-Indian Springs Joint Economic Development District Contract dated August 7, 1996, as amended by the First Amendment dated August 1, 2004 (collectively, the "Original Contract") to expand the District to add approximately 184.2 acres of land (the "Added Area") located within the unincorporated area of the Township; and

WHEREAS, R.C. § 715.72(S) authorizes Township and City pursuant to their contract creating a joint economic development district to enter into agreements with respect to the substance and administration of zoning and other land use regulations, building codes, permanent public improvements, and other regulatory and proprietary matters determined to be for a public purpose; and

WHEREAS, Township after consultation with County and City has determined that certain public infrastructure improvements (the "Public Improvements") are necessary for the development of the Parcels, including the Story Point Parcel, to wit:

1. Sewer Improvements (see, Exhibit A attached):
 - a. *Phase 1* – extend County's sewer facilities from an existing sewer main on the north side of SR 129 proceeding southwardly through Parcel No. A0300025000008 to a point approximately at the southwest corner of the Story Point Parcel for the purpose of serving the Improvements (Phase 1 includes segments A, B, and C as depicted in Exhibit A);
 - b. *Phase 2* – extend County's sewer facilities through Parcel No. A0300025000008 from the extended sewer main described above proceeding eastwardly to Gilmore Road to serve other portions of the Parcels or other properties within the Added Area (Phase 2 includes segment D as depicted in Exhibit A); and
2. Road Improvements (see, Exhibit B attached): Relocate Gilmore Road to the west through the southeast corner of existing Parcel No. A0300025000008 to align with Hamilton Enterprise Park Dr. at the intersection with Hamilton-Mason Rd, and make improvements to said intersection; and

WHEREAS, when the improvement of a public road lies partially within the boundary of the City and partially within the unincorporated area of the County adjacent to the City, R.C. § 5557.09 authorizes the City and the County to enter into an agreement apportioning the costs of the improvement between the City and the County, and R.C. § 5555.43 authorizes the County and the Township to enter into an agreement apportioning the costs for a county road improvement; and

WHEREAS, on December 6, 2016, the County adopted its Resolution No. 16-12-04278 accepting the Owners' dedication by plat (the "Dedication Plat") of approximately 4.624 acres

located in Section 25, Town 2, Range 3, Fairfield Township, Butler County, Ohio, for the purpose of relocating a portion of Gilmore Road in connection with the Road Improvements; and

WHEREAS, the Township and the City intend to use at a minimum service payments in lieu of taxes required to be paid under R.C. §5709.74 (the "TIF Revenues") and income taxes levied by the board of directors of the JEDD (the "JEDD Revenues") to pay the costs of the Public Improvements; and

WHEREAS, the parties desire to enter into this Agreement to document their agreements as to the construction of the Public Improvements while recognizing that other documents may need to be executed at a future date to finalize the terms and conditions of such construction.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Township shall pay the cost of constructing the Sewer Improvements estimated to be approximately \$600,000. Any cost above \$600,000 shall be authorized and approved by the Township prior to the work being completed.
 - a. Phase 1 of the Sewer Improvements will be completed (at the sole cost and expense of the Township) as necessary to support the development of the assisted senior living facility planned to be constructed on the Story Point Parcel.
 - b. Phase 2 of the Sewer Improvements will be completed (at the sole cost and expense of the Township) as necessary to support the development of the remainder of the Parcels or other properties within the Added Area.
 - c. At no cost to County, the Township or the City, Owners shall execute and deliver to the County the necessary easements for the construction, operation, maintenance, repair, replacement, etc. of both Phase 1 and Phase 2 of the Sewer Improvements.
 - d. Upon completion, each phase of the Sewer Improvements shall be dedicated to County for addition to the County's public sewer facilities.
 - i. No portion of the Sewer Improvements shall be commenced prior to the issuance of a Permit to Install ("PTI") a connection to the County's sewer facilities as required by regulations promulgated by the County.
 - ii. The Sewer Improvements shall be constructed in accordance with the PTI and shall be subject to inspection by County.
 - iii. The cost of constructing the Sewer Improvements shall include all costs related to construction, including but not limited to, right of way acquisition, design and engineering fees and expenses, hard and soft costs directly related to the construction, plan review fees, permit fees, and inspection costs.
 - iv. Township shall be responsible for compliance with all local, state, and federal laws relating to the construction of the Sewer Improvements.

- v. County will not accept dedication of the Sewer Improvements until County has concluded that the Sewer Improvements have been constructed in accordance with the terms of the PTI and with County's regulations relating to its sewer facilities and such acceptance shall not be unreasonably withheld.
 - vi. County's acceptance of the Sewer Improvements shall be subject to Township's obligation for maintenance for one-year as specified in the PTI and/or County's regulations.
 - vii. County may require Township or its contractor to provide performance and maintenance bonds as required by the PTI and/or County's regulations.
2. Township may use the portion of the JEDD Revenues allocated to the Township, and other revenue available to Township, and shall pay the cost of constructing the Road Improvements. The Township's total cost for constructing the Road Improvements shall not exceed the estimate attached hereto as Exhibit "B" unless expressly authorized by the Township and the City.
- a. City and County will agree as to the scope of the portion of the Road Improvements located within the City limits, and any costs related to right of way acquisition or utility relocation inside the City shall be at the City's sole cost
 - b. If additional right of way area for the Road Improvements over and above that provided for on the Dedication Plat is needed, Township and City will work cooperatively and in good faith and negotiate with the Owners for the dedication to the County or City as appropriate, for no consideration, of the additional right of way necessary for the Road Improvements.
 - c. Through the County Engineer, County will cause the preparation of plans, specifications and cost estimates for the Road Improvements
 - i. The County Engineer or his designee shall consult with the City and the Township or their designees in regards to the preparation of such plans, specifications and cost estimates.
 - ii. The road construction standards regularly employed by the County Engineer will be applicable to the design and construction of the portion of the Road Improvements located within the unincorporated area of Township, and the City's street construction standards will be applicable to the design and construction of the portion, if any, of the Road Improvements located within the municipal boundaries of the City.
 - iii. Upon the recommendation of the County Engineer, County will contract with a professional engineer or design professional and pay an amount not to exceed \$250,000 for the preparation of the plans, specifications and cost estimates for the Road Improvements. Because the County Engineer estimates the design professional costs for the Road Improvements to be approximately \$150,000, the County agrees that any portion of the

\$250,000 referenced herein which is not expended by the County for design services for the Road Improvements will be available for design services for other road improvement projects which the City, the Township and the County mutually agree would benefit the Added Area.

- d. Upon the recommendation of the County Engineer, County shall award such contracts as are necessary for the completion of the Road Improvements; provided, however, that prior to awarding any such contracts, the County shall obtain the written consent of the Township and the City to enter into such contracts for the construction of the Road Improvements.
 - e. The County Engineer will administer the construction contract(s) and provide the necessary inspection service to obtain the contractor's compliance with the plans and specifications.
 - f. Except as expressly provided herein, the costs to construct the Road Improvements will initially be paid by Township. However, the cost to construct the Road Improvements shall not exceed the estimate set forth in Exhibit "B" attached unless expressly authorized by the Township and the City.
 - i. Township will cause to be timely deposited with the Butler County Treasurer such money as the County Engineer determines to be necessary to pay the cost to construct the Road Improvements in one or more installments.
 - ii. Owners shall not be assessed for any costs of Road Improvements or sewer extensions.
 - g. The Road Improvements will be completed on or before December 31, 2018.
 - h. Owners, at Owners' sole cost and expense, shall record the Dedication Plat with the Butler County Recorder on or before the date that Owners sign this Agreement.
3. City shall pay the Township an Economic Development Contract Fee (the "Fee") in an amount equal to the lesser of: (a) the estimate set forth in Exhibit "B"; or (b) the net investment (i.e., exclusive of grant money) made by the Township for the Road Improvements. The Fee shall be deposited into the General Fund of the Township. Payment of the Fee by the City shall be made not later than December 31, 2019. City shall have the right to levy and collect special assessments or other property charges on properties located within the Added Area (exclusive of Auditor's Parcel Numbers A0300025000008, A0300012000037, and A0300021000042) to recover its costs. Township will reasonably cooperate with City to implement any such special assessments or charges.
4. City, at its initial cost and expense but subject to its reimbursement rights set forth in the JEDD Amendment, will engage a consultant to develop a mutually-agreeable land use and zoning classification plan (the "Master Development Plan") for the Added Area.

- Pursuant to R.C. § 519.12, Township will initiate zone changes for the Added Area consistent with the Master Development Plan. No portion of the Added Area will be zoned by Township for other than business, commercial, or industrial use without the express prior written consent of the City.
5. County shall provide public water and sanitary sewer service to the Added Area. Except as otherwise specified in this Agreement, Township and City will mutually agree in either the JEDD Amendment or other contracts between them as to how utility services, public safety services, and other public services will be provided within the Added Area.
 6. County, Township, and City acknowledge that other agreements or documents may need to be negotiated and executed to implement the terms of this Agreement. The parties agree to negotiate and cooperate in good faith to determine the terms of such agreements or documents.
 7. In the event any party to this Agreement believes any other party has materially violated any term or provision of this Agreement or that any other dispute exists concerning the interpretation or performance of this Agreement, that party shall prior to commencement of any litigation concerning such violation or dispute notify the other parties in writing of the specific facts relevant to the alleged violation or dispute.
 - a. Immediately upon delivery of such notice, the parties shall meet to discuss the alleged violation or dispute and attempt in good faith to resolve the alleged violation or dispute.
 - b. If the parties are unable to mutually resolve the alleged violation or dispute any party may request that the parties mutually seek the assistance of a qualified third-party to act as a mediator to assist the parties in attempting to resolve the alleged violation or dispute; the parties agree to mutually cooperate in good faith to select and cooperate with such mediator.
 - c. In the event the parties are unable to resolve the alleged violation or dispute, any party may commence litigation in the Court of Common Pleas of Butler County in regards to such violation or dispute.
 8. Except as expressly provided herein, this Agreement constitutes the complete agreement between the parties concerning the subject matter addressed herein. This Agreement may only be modified by a writing approved by the legislative authority of each of the parties and executed in accordance with law by the legislative authority or its expressly designated representative.
 9. Any notice required by or regarding this Agreement shall be in writing and shall be delivered by either certified mail or verifiable electronic delivery as follows:

To the County: County Administrator
 Board of County Commissioners of Butler County
 315 High St., 6th Floor
 Hamilton, OH 45011
 youngcs@butlercountyohio.org

To the City: City of Hamilton, Ohio

345 High Street
Hamilton, OH 45011
Attention: Law Director
lewis@mfitton.com

To the Township:

Township Administrator
Fairfield Township Board of Trustees, Butler County, Ohio
6032 Morris Rd.
Hamilton, Ohio 45011
jvonderhaar@Fairfieldtwp.org

To the Owners:

Graceworks Lutheran Services
6430 Inner Mission Way
Dayton, Ohio 45459-7400

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Board of County Commissioners of Butler County has adopted its Resolution No. 17-05-01704 on 5-8, 2017 approving this Agreement and authorizing its execution by its County Administrator; the Board of Township Trustees of Fairfield Township, Butler County has adopted its Resolution No. _____ on _____, 2017 approving this Agreement and authorizing its execution by its Township Administrator; and the Council of the City of Hamilton has adopted its Resolution No. _____ on _____, 2017 approving this Agreement and authorizing its execution by its City Manager.

Board of County Commissioners of Butler County

Approved as to Form:

Roger S. Gates 5/3/17
Roger S. Gates Date
Assistant Prosecuting Attorney

By: Charles S. Young
Charles S. Young, County Administrator

Board of Township Trustees of Fairfield Township,
Butler County

Approved as to Form:

L.E. Barbieri 5/2/17
Lawrence E. Barbieri Date
Law Director

By: Julie Vonderhaar
Julie Vonderhaar, Township Administrator

By: _____

City of Hamilton, Ohio

Approved as to Form:

Heather Sanderson Lewis
Heather Sanderson Lewis Date
Law Director

By: J. Scott Seimijj A/CM
Joshua A. Smith, City Manager

Graceworks Lutheran Services

BY: Willis O. Serr II
Name: Willis O. Serr II
Title: President & CEO

Exhibit "A"



Intersection Realignment
 Gilmore and Hamilton Mason Roads
 Preliminary Cost Estimate

Date: 4/19/2017

SUMMARY OF PROJECT COSTS				
	RIGHT OF WAY			\$10,000
	MITIGATION OF WETLAND			\$10,000
	UTILITY RELOCATION:			
	ELECTRIC			\$320,000
	GASLINE			\$0
	WATERLINE			\$52,500
	CONSTRUCTION (WITH 20% CONTINGENCY)			\$1,671,807
	PROJECT COST			\$2,064,307
	ENGINEERING			\$175,000

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**Intersection Realignment
Gilmore and Hamilton Mason Roads
Preliminary Cost Estimate**

Date: 4/19/2017

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
201	CLEARING AND GRUBBING	LS	1	15,000.00	\$15,000
202	WEARING COURSE REMOVED	SY	246	5.00	\$1,230
202	PAVEMENT REMOVED	SY	2,650	1.50	\$3,975
202	PIPE REMOVED, 24" AND UNDER	LF	160	85.00	\$12,750
202	STRUCTURES REMOVED - HEADWALL	EACH	1	1,000.00	\$1,000
202	STRUCTURES REMOVED - CATCH BASIN	EACH	3	400.00	\$1,200
203	EXCAVATION	CY	3,624	15.00	\$54,360
203	EMBANKMENT	CY	4,407	18.00	\$79,326
203	SUBGRADE COMPACTION	SY	8,950	3.25	\$28,988
252	FULL DEPTH PAVEMENT SAWING	LF	600	3.00	\$1,800
301	BITUMINOUS AGGREGATE BASE	CY	1,900	110.00	\$209,000
304	AGGREGATE BASE	CY	1,404	55.00	\$81,620
407	TACK COAT	GAL	583	3.00	\$1,749
408	PRIME COAT	GAL	3,560	3.00	\$10,680
448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2	CY	345	110.00	\$37,950
448	ASPHALT CONCRETE SURFACE COURSE, TYPE I (448)	CY	400	130.00	\$52,000
451	REINFORCED PORTLAND CEMENT (APRON-STAMPED)	CY	124	160.00	\$19,840
602	CONCRETE MASONRY	CY	4.0	1,100.00	\$4,400
601	ROCK CHANNEL PROTECTION TYPE C (NO FILTER)	CY	6.0	65.00	\$390
603	4" CONDUIT, TYPE F	LF	100	7.50	\$750
603	8" CONDUIT, TYPE F	LF	100	10.00	\$1,000
603	12" CONDUIT, TYPE B	LF	60	56.00	\$3,360
603	15" CONDUIT, TYPE B	LF	250	75.00	\$18,750
603	24" CONDUIT, TYPE B	LF	60	85.00	\$5,100
603	48" CONDUIT, TYPE A	LF	150	150.00	\$22,500
604	CATCH BASIN, NO. 2-2A	EACH	2	1,300.00	\$2,600
604	CATCH BASIN, CB 3	EACH	4	3,000.00	\$12,000
604	CATCH BASIN, CB 3 (BCEO MODIFIED)	EACH	2	4,500.00	\$9,000
604	MANHOLE, TYPE 3	EACH	2	3,200.00	\$6,400
605	BASE UNDERDRAIN (4" DIA)	LF	1,850	12.00	\$22,200.00

Prelim Cost Est_041917_Astex

**Intersection Realignment
Gilmore and Hamilton Mason Roads
Preliminary Cost Estimate**

Date: 4/19/2017

608	CONCRETE WALK (6" THICKNESS)	SF	2,855	5.25	\$18,593.75
608	CURB RAMPS W/ TRUNCATED DOMES	SF	400	10.00	\$4,000
609	TYPE 6 CURB	LF	280	25.00	\$7,280
609	TYPE 2 COMBINATION CURB/GUTTER	LF	1,510	22.00	\$33,220
609	TYPE 8 CURB (AS PER PLAN)	LF	370	30.00	\$11,100
609	CONCRETE TRAFFIC ISLAND	SY	306	75.00	\$22,950
614	MAINTAINING TRAFFIC, LIGHTS, SIGNS, AND BARRICADES	LS	1	15,000.00	\$15,000
618	DUST CONTROL	MGAL	16	20.00	\$320
619	FIELD OFFICE TYPE B	MO	3	1,350.00	\$4,050
623	CONSTRUCTION LAYOUT STAKES	LS	1	8,000.00	\$8,000
624	MOBILIZATION	LS	1	15,000.00	\$15,000
659	TOPSOIL	CY	230	35.00	\$8,050.00
659	SEEDING AND MULCHING	SY	8,880	3.00	\$26,670
659	COMMERCIAL FERTILIZER	TON	1.00	900.00	\$900
659	WATER	MGAL	7	20.00	\$140
SPECIAL	SUBGRADE REPAIR	CY	4,000	55.00	\$220,000
SPECIAL	GEOGRID	SY	2,800	5.00	\$14,000
SPECIAL	LANDSCAPING ROUNDABOUT	LS	1	2,000.00	\$2,000
621	REMOVAL OF RPM'S	EACH	35	15.00	\$525
625	TRENCH	LF	1,200	15.00	\$18,000
625	ROUNDABOUT LIGHTING (FOUNDATIONS, POLES, ARMS, LIGHT)	EACH	8	8,500.00	\$68,000
625	CONDUIT, 2" (725.04)	LF	1,200	2.50	\$3,000
625	18"x18" PULL BOX	EACH	6	850.00	\$5,100
632	POWER SERVICE	EACH	1	5,500.00	\$5,500
630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	8	25.00	\$200
630	GROUND MOUNTED SUPPORT, NO. 3 POST	LF	620	8.00	\$4,960
630	SIGN, FLAT SHEET, TYPE G	SF	520.0	25.00	\$13,000

Prelim Cost Est_041917_A.xlsx

**Intersection Realignment
Gilmore and Hamilton Mason Roads
Preliminary Cost Estimate**

Date: 4/19/2017

642	REMOVAL OF PAVEMENT MARKINGS	LF	810	3.50	\$2,835
644	4" CENTER LINE, DOUBLE YELLOW	MILE	0.34	4,500.00	\$1,530
644	4" EDGE LINE	MILE	0.64	2,500.00	\$1,600
644	8" CHANNELIZING LINE	LF	170	1.25	\$213
644	SHARKS TEETH (YIELD)	LF	70	3.00	\$210
644	DOTTED LANE LINE, 8"	LF	140	1.15	\$161
832	STORM WATER POLLUTION PREVENTION PLAN	EACH	1	10,000.00	\$10,000
832	EROSION CONTROL	EACH	40,000	1.00	\$40,000
SPCL	TEMPORARY LIGHTING	MO	2	3,000.00	\$6,000
	SUBTOTAL				\$1,311,128
	PREMIUM FOR INSURANCE	LS	1	100.00	\$100
	PREMIUM ON BID BOND	LS	1	8.25%	\$81,945
	PROQUEST TOTAL				\$1,393,173
	CONTINGENCY	LS	1	20.00%	\$278,634
	PROJECT CONSTRUCTION TOTAL WITH CONTINGENCY		TOTAL		\$1,671,807

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