

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 22-165**

**RESOLUTION APPROVING A SCHOOL COMPENSATION AGREEMENT AMONG
FAIRFIELD TOWNSHIP, FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT SCHOOLS.**

WHEREAS, the Fairfield Township Board of Trustees, the Fairfield City School District Board of Education and Butler Technology and Career Development Schools have negotiated and intend to enter into a School Compensation Agreement for their mutual benefit, for the benefit of Butler County, and for the benefit of the State of Ohio; and

WHEREAS, the School Compensation Agreement will promote economic development in Fairfield Township, the City of Fairfield, 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 approves the School Compensation Agreement attached hereto as Exhibit 1 and incorporated herein by reference and authorizes the Township Administrator to execute the Agreement.

Section 3. 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.

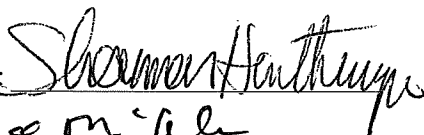
Section 4. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code and hereby authorizes the adoption of this Resolution upon its first reading.

Section 5. This Resolution shall take effect at the earliest date allowed by law.


Adopted: December 13, 2022

Board of Trustees

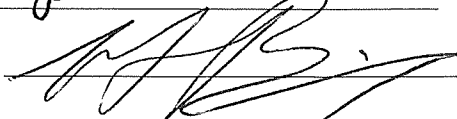
Shannon Hartkemeyer:



Joe McAbee:



Michael 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 13th day of December, 2022.

ATTEST:

Shelly Schultz
Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

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

SCHOOL COMPENSATION AGREEMENT

Among

BOARD OF TRUSTEES OF THE TOWNSHIP OF FAIRFIELD, OHIO

And

FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION

And

BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS

Dated as of December , 2022

WHEREAS, the Board of Education of the School District (the "School District Board") passed its Resolution 22-111 on December 8th, 2022 (the "School District Resolution") approving this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Township and the School District and JVSD to enter into this Agreement in order to compensate the School District and JVSD for property taxes lost as a result of the TIF Exemption; and

WHEREAS, the Township intends to use Service Payments to repay the Developer to pay for a portion of the costs of construction of the Public Infrastructure Improvements.

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

Section 1. Definitions.

"Assessed Value" means the Market Value of the Parcels for any given Tax Year multiplied by the Assessment Rate.

"Assessment Rate" means the tax assessment rate established by the Ohio tax commissioner in accordance with ORC Section 5715.01(B), as in effect from time to time, and 35% as of the date of this Agreement.

"Baseline Value" means the Assessed Value of the Parcels in the Tax Year in which the Original Resolution was passed.

"Combined School Millage" means, for any given Tax Year, the sum of the School District Millage for such Tax Year and the JVSD Millage for such Tax Year.

"Effective Millage" means, for any given Tax Year, the total effective millage appearing on the tax bill of any Parcel.

"Exempted Value" means, for any given Tax Year, the portion of the Assessed Value of a Parcel exempted from taxation pursuant to the TIF Exemption.

"Increased Value" means the incremental increase in the Assessed Value of any parcel of property over its Baseline Value. For example, if the Baseline Value of a parcel was \$100,000, and in the next Tax Year it rose to \$500,000, the Increased Value would be \$400,000.

"JVSD Millage" means, for any given Tax Year, the total effective millage appearing on the tax bill of any parcel constituting Redevelopment Property that is attributable to the JVSD in such Tax Year.

"Market Value" means the true (market) value of real property in Butler County as determined by the Butler County Auditor from time to time.

“School District Millage” means, for any given Tax Year, the total effective millage appearing on the tax bill of any Parcel that is attributable to the School District in such Tax Year.

“Tax Year” means January 1 through December 31 of any given calendar year. For the avoidance of doubt, it is acknowledged that taxes are paid in arrears in the State of Ohio.

Section 2. **Approval of the Exemptions; Waiver of Notices; Termination of Original School Compensation Agreement; Compensation to School District and Joint Vocational School District While Exemptions in Effect.**

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Increased Value to each Parcel according to the terms of the Original Resolution.

(b) The JVSD approves the TIF Exemption for up to one hundred percent (100%) of the Increased Value to each Parcel according to the terms of the Original Resolution.

(c) The School District and the JVSD hereby waive any statutory requirement that the Township provide such entities with advance notice or notification prior to taking formal action to adopt legislation, if any, necessary to amend the Original Resolution to effect the terms of this Agreement, including but not limited to notice requirements under ORC Sections 5709.73 and 5709.83

Section 3. Certification of Compensation Amount. By April 1 and October 1 of each year, commencing April 1, 2024 (and with respect to Tax Year 2023), and continuing for each year during which the School District and JVSD would have received real property tax payments derived from the Increased Value to the Parcels but for the TIF Exemption, the chief fiscal officer of the Township (the “Township Fiscal Officer”) shall notify the Treasurer of the School District (the “School Treasurer”) in writing of the amount of the School Compensation payable to the School District and JVSD, respectively. In the event the School Treasurer believes the amount of the School Compensation payable to the School District and JVSD is incorrect, the Treasurer shall so notify the Township Fiscal Officer and they shall confer to determine the correct amount of School Compensation payable to the School District and JVSD (each a “Reconciliation Conference”). In the event the Township Fiscal Officer and School District are unable to agree upon the amount of School Compensation payable to the School District and JVSD after a Reconciliation Conference is held, either party may invoke the Resolution of Disputes process pursuant to Section 5 of this Agreement.

Section 4. Payment of School Compensation. Each calendar year or portion thereof for which this Agreement is in effect, within thirty (30) days after the receipt of payment and settlement of Service Payments from the Butler County Auditor and/or Butler County Treasurer for each half of annual real property taxes for that calendar year, the Township shall pay to the School District and JVSD, by bank check, ACH, or other mutually agreeable manner, the amount

of the School Compensation from Service Payments received by the Township (as more fully described in Section 2 above). Upon mutual written agreement the parties may agree to an alternate payment schedule for the TIF Compensation. School Compensation payable by the Township hereunder shall be payable solely from Service Payments received by the Township and paid pursuant to the TIF Exemption, and from no other source

Section 5. Resolution of Disputes. In the event the School District or JVSD disputes the amount of the School Compensation as paid by the Township, the School District or JVSD, as applicable, shall certify the basis for the dispute and the amount that it claims is the correct amount of School Compensation to be paid hereunder. Within fifteen (15) days thereafter, the Treasurer of the School District and/or the JVSD, as applicable, and the Township Fiscal Officer of the Township shall meet to discuss and resolve the dispute. In the event the parties are unable to mutually agree on the amount of School Compensation, the parties may proceed to take such actions at law or in equity as are appropriate and available to them to resolve the dispute. Notwithstanding the foregoing, the School District and JVSD will not be entitled to any remuneration under this Agreement or from any such actions from sources other than Service Payments received by the Township, as described in Section 4 hereof.

Section 6. Application of Ohio Revised Code Section 5709.82. The School District and JVSD acknowledge and agree that this Agreement provides for the only compensation to be received by the School District and JVSD from the Township (or otherwise) in connection with the TIF Exemption, and the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82 of the Ohio Revised Code or elsewhere. The School District and JVSD will not seek or be entitled to any other compensation from the Township or the owners of the Parcels.

Section 7. Statutory Amendments. In the event of amendments to the Ohio statutes that are the subject of this Agreement, or termination of this Agreement due to a court determination of invalidity, the parties agree to cooperate and exercise reasonable efforts to attempt to amend this Agreement as necessary to conform the Agreement to the amended statutes, or to attempt to restate this Agreement to correct any matter causing a determination of invalidity, in a manner preserving the present intent and effect of this Agreement. Any such amendment or restatement of this Agreement is conditioned on new authorization by the legislative authorities of the School Board and the Township.

Section 8. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

School District:	Fairfield City School District
	4641 Bach Lane
	Fairfield, Ohio 45014
	<u>Attn:</u> Treasurer

JVSD: Butler Technology and Career Development
Schools
3603 Hamilton Middletown Road
Hamilton, Ohio 45011
Attn: Treasurer

Township: Fairfield Township, Ohio
6032 Morris Road
Fairfield Township, Ohio 45011
Attn: Township Fiscal Officer

Section 9. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect until the last payment of School Compensation is paid in accordance with the terms hereof. This Agreement may be amended only by mutual agreement of the parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

Section 10. Waiver. No waiver by the School District, the Township, or the JVSD of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

Section 11. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

Section 12. Binding Nature. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 13. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 14. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement

Section 15. Recitals. The Recitals to this Agreement are incorporated herein by reference.

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 17. Late Payments. Except for the case where a School Compensation payment is delayed (i) pursuant to a dispute as provided in Section 5 hereof (so long as the dispute of the School Compensation payment amount is reasonable), or (ii) pursuant to a property owner's failure to pay Service Payments, any late School Compensation payments shall bear interest at the then current rate established under Sections 323.121(B)(a) and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the School District, the JVSD, and the Township, have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: Nancy L. Lane
Printed Name: Nancy L. Lane
Title: Treasurer/CFO

BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS

By: _____
Printed Name: _____
Title: _____

BOARD OF TRUSTEES OF FAIRFIELD TOWNSHIP, OHIO

By: Shannon Henthorn
Its: Trustee
By: [Signature]
Its: Trustee
By: Joe McAlister
Its: Trustee

By Resolution No. 22-165 dated 12-13, 2022

Approved as to Form for the Township:

L.E. Barbieri
Lawrence Barbieri
Law Director

FISCAL OFFICER CERTIFICATES

The undersigned, fiscal officer of the Fairfield Township, Ohio, the Township under the foregoing School Compensation Agreement, hereby certifies that the moneys required to meet the obligations, if any, of the Township under that agreement during the year 2022 have been lawfully appropriated by the Board of Trustees of the Township for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Shelly Schutz

Dated: 12/13, 2022

EXHIBIT A

DESCRIPTION OF THE PARCELS

See Attached Descriptions for Project Site on Parcel Numbers:

A 0300 - 172 - 000 - 001

A0300-172-000-003

A0300-172-000-004

A0300-172-000-005

A0300-172-000-006

A0300-172-000-007

LEGAL DESCRIPTIONS

(Start on the next page)