

**FAIRFIELD TOWNSHIP  
RESOLUTION NO. 22-60**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE THE FAIRFIELD  
TOWNSHIP CITY OF FAIRFIELD JOINT ECONOMIC DEVELOPMENT  
DISTRICT CONTRACT.**

**WHEREAS:** The City of Fairfield (the “City”) and Fairfield Township (the “Township”) negotiated a Joint Economic Development District Contract relating to certain parcels as set forth in the exhibits to the proposed Joint Economic Development District Contract which is attached hereto as Exhibit 1; and

**WHEREAS:** This Joint Economic Development District Contract is being considered in accordance with Sections 715.72 to 715.81 of the Ohio Revised Code for the mutual benefit of the residents of Fairfield Township and the City of Fairfield; and

**WHEREAS:** In accordance with the above-described Sections of the Ohio Revised Code the proposed contract along with a description of the area to be included in the district, a map of the area to be included in the district, and an economic development plan for the district have been available for public inspection in the office of the Fiscal Officer of Fairfield Township for 30 days prior to the public hearing; and

**WHEREAS:** The Public Hearing took place on April 12, 2022 immediately prior to this Board of Trustees meeting;

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

**SECTION 1:** The Board hereby approves the Fairfield Township City of Fairfield Joint Economic Development District Contract which is attached hereto as Exhibit 1 and authorizes the Administrator to sign all documents necessary to effectuate said contract.

**SECTION 2:** The Board specifically finds that the attached Joint Economic Development District Contract will benefit the residents of Fairfield Township, the City of Fairfield, Butler County and Hamilton County and the State of Ohio and will promote economic development, create jobs and contribute to the general welfare.

**SECTION 3:** The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 5:** This resolution shall take effect at the earliest period allowed by law.

**Adopted:** April 12, 2022

**Board of Trustees**

Shannon Hartkemeyer: Shannon Hartkemeyer

Joe McAbee: Joe McAbee

Michael Berding: 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 12th day of April, 2022.

**ATTEST:**

Shelly Schultz  
Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

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

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

**BY AND BETWEEN**  
**CITY OF FAIRFIELD**  
**(BUTLER COUNTY AND HAMILTON COUNTY), OHIO**  
**AND**  
**FAIRFIELD TOWNSHIP (BUTLER COUNTY), OHIO**

**Dated as of**

\_\_\_\_\_, 2022

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## **JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

This joint economic development district contract pursuant to Ohio Revised Code Section 715.72 (the “Contract”) dated as of \_\_\_\_\_, 2022, is entered into by and between the City of Fairfield, Ohio (“City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Fairfield Township (Butler County), Ohio (“Township”), a township and political subdivision organized and existing under the laws of the State of Ohio. Capitalized terms and words used, but not otherwise defined in this Contract, shall have the meanings assigned to them in Article I.

### **WITNESSETH:**

WHEREAS, Fairfield Township is located in Butler County, Ohio and the City of Fairfield is located in Butler County and Hamilton County, Ohio and both are political subdivisions of the State of Ohio (the “State”); and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Fairfield-Fairfield Township Joint Economic Development District – 1 (the “District”) pursuant to Ohio Revised Code Section 715.72 (the “JEDD Statute”), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Parties, and to create and provide for the operation of the District in accordance with the JEDD Statute for their mutual benefit and for the benefit of their residents and of the State; and

WHEREAS, the territory to be included in the District is composed of certain unincorporated lands located in the Township consisting of approximately 60 acres owned by Al. Neyer RE, LLC and Fairfield Logistics II, LLC (both affiliates of Al. Neyer, LLC), as depicted in Exhibit B and more particularly described in Exhibit A, both of which Exhibits are attached to the Contract and incorporated herein by reference (the “District”); and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72(I), each of the Parties, before the adoption of a resolution or ordinance approving this Contract: (1) held a public hearing concerning the Contract and District, which hearing took place on \_\_\_\_\_, 2022 for the Township and \_\_\_\_\_, 2022 for the City; (2) provided at least thirty (30) days public notice of the time and place of the public hearing in a newspaper of general circulation; and (3) during that thirty-day period, made all of the required documents available for public inspection at the appropriate public office (with such documents including (i) a copy of the Contract, (ii) the economic development plan, (iii) schedule for the provision of new, expanded, or additional services, facilities or improvements, (iv) description of the area(s) included in the District, including a map in sufficient detail to denote the specific boundaries, indicate any zoning restrictions applicable, and identify the parcel numbers within the boundaries of the District, and (v) a schedule for the collection of income tax within the District); and

WHEREAS, pursuant to Ohio Revised Code Section 715.72(J), the Parties, also before the adoption of a resolution or ordinance approving this Contract, circulated petitions to the record owners of real property located within the proposed District and the owners of businesses operating within the proposed District (the "Petition"), providing all required notices, and obtaining from each such owner, and therefore a majority, a signature on the Petition evidencing the owner's consent to the proposed joint economic development district (with a copy of all signed Petitions attached hereto as Exhibit C); and

WHEREAS, upon completion of the steps set forth above, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. \_\_\_\_\_ passed by the City Council on \_\_\_\_\_, 2022, and Resolution No. \_\_\_\_\_ adopted unanimously by the Township Trustees on \_\_\_\_\_, 2022.

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

(Remainder of Page Intentionally Left Blank)

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1**   **Definitions.** In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors of the JEDD established in accordance with Revised Code Section 715.72 and this Contract.

“Board Improvement Account” means the account established by the JEDD board of directors to receive a portion of the Net Revenues and be used in accordance with Section 3.3 of this Contract.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Fairfield, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means the Fairfield-Fairfield Township Joint Economic Development District - I created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed within or residing within the District and (ii) the net profits, if any, of a Business.



“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax on behalf of the District, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

“PILOT Revenues” means proceeds of any Shortfall Payments (or similar payments in lieu of taxes) made under any tax abatement agreement executed in connection with the District, including but not limited to that certain Tax Increment Financing Agreement made as of \_\_\_\_\_ by and between Fairfield Township, Ohio and Al. Neyer RE, LLC.

“Quarter” means the standard calendar quarters (January to March, April to June, July to September, and October to December).

“Parties” or “Party” means and refers to the contracting parties, Fairfield Township and the City of Fairfield.

“State” means the State of Ohio.

“Township” means Fairfield Township (Butler County), Ohio.

**Section 1.2 Interpretations.** Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance,

resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

(End of Article I)

**ARTICLE II**  
**JOINT ECONOMIC DEVELOPMENT DISTRICT**

**Section 2.1**    **Creation, Name and Territory.** The City and the Township, by their combined action evidenced by the signing of this Contract and pursuant to Ohio Revised Code Section 715.72, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Fairfield - Fairfield Township Joint Economic Development District - 1.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and depicted in Exhibit “B,” which attached to and made part of this Contract. The District is located entirely within the boundaries of the Township in Butler County and does not include any “parcel of land” (as defined in Section 715.72(E)(1)(c) of the Revised Code) that is owned in fee by or leased to a municipal corporation or township. Furthermore, in accordance with Section 715.72(E)(1)(b) of the Revised Code, no electors reside within the District.

**Section 2.2**    **Contracting Parties.** The contracting parties to this Contract are the City of Fairfield, a municipal corporation existing and operating under the constitution and laws of the State, and Fairfield Township, Butler County, a township existing and operating under the laws of the State, and their respective successors in all or in part. The contracting parties, as that term is defined and used in Section 715.72 of the Revised Code, are referred to herein as the Parties.

**Section 2.3**    **Purpose.** The City and the Township intend that the creation and operation of the District shall be, and it is the purpose of the District to, 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 City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the

District to attract jobs and economic growth that will benefit the Parties. The Parties also acknowledge that the Township is employing tax increment financing to support the construction of a new, state-of-the-art industrial park in the Township anticipated to contain approximately Eight Hundred Fifty Thousand square feet (850,000 ft<sup>2</sup>) of warehouse, distribution center and/or light manufacturing buildings (the “Project”) situated on portions of Parcel Nos. A0300-007-000-013, A0300-007-000-028, and A0300-007-000-003, and comprising the District (see Exhibits A and B). The Parties understand that this tax increment financing structure will, among other things, provide for certain payments to the Fairfield City School District, and support public infrastructure investments, including improvements to certain public roads to support the Project. The City consents to this tax increment financing structure.

**Section 2.4**    **Addition of Areas to the District.** This Contract, including Exhibits A and B hereto, may be amended from time to time in accordance with the JEDD Statute to add certain property within the Township to the District. Each of the Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

**Section 2.5**    **Contributions.** In accordance with Section 715.72(F)(1) of the Revised Code, the Parties each agree to contribute to the development and operation of the District as follows:

2.5.1    **Water Service.** The Parties anticipate that all qualified customers located within the JEDD District shall be able to connect to and receive water services from Butler County provided by the Butler County Water and Sewer Department pursuant to its ordinary and customary practices.

2.5.2    **Sewer and Sanitation Services.** The Parties anticipate that all qualified customers located within the JEDD District shall be able to connect to and receive sewer and sanitation services from Butler County provided by the Butler County Water and Sewer Department pursuant to its ordinary and customary practices.

2.5.3    **Electric and Gas Services.** The Parties anticipate that all qualified customers located within the District will be able to receive access to electric and gas utility services through Duke Energy.

2.5.4 Public Safety Services. For the term of this Contract, Fairfield Township shall except as otherwise specified in this Contract, provide services within the District.

2.5.5 Other Services. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises to a level acceptable to the Township and the City. In addition, the Board may contract for such services with either or both of the Parties on such terms as the Board and the respective Party may agree. However, the District may not enter into a contract with one of the Parties without the consent of the other Party. The Township will provide secretarial and administrative services for the District. Further, the Parties may, but are not required to, make other financial contributions to the District. The Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so unless otherwise specified in a different agreement.

2.5.6 Public Records. The Township shall hold all records or documents of the District for safe keeping, exclusive of the tax receipts. The Township shall maintain those records and documents as public records of the Township, City and the District as applicable and shall provide copies of those records and documents to the Parties in accordance with the public records law of the State and the Public Records Policy of the Township.

2.5.7 Formation of District. The City and Township shall prepare, or cause to be prepared, all documents of the City, the Township and the District relating to the formation of the District, including but not limited to, this Contract, instruments describing the District boundaries, notices, forms of City, Township, and District legislation. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District, including the defense of any litigation challenging the District, shall be shared equally between the City and Township, not including expenses for existing personnel and officials of either Party, which shall be paid by each Party respectively.

2.5.8 Subcontracting. To the extent otherwise permitted by law, the City and Township may each fulfill any of their separate or joint obligations under this Contract by contracting with or delegating to a third-party, including both public and private entities

**Section 2.6 Economic Development Plan.** Pursuant Ohio Revised Code Section 715.72(F)(3), the Parties have developed an economic development plan for the District (attached hereto as Exhibit D) that consists of a schedule for the provision of new, expanded, or additional services, facilities, or improvements.

(End of Article II)

## ARTICLE III THE BOARD

**Section 3.1 Board of Directors.** Pursuant Ohio Revised Code Section 715.72(P), a Board of Directors is established to govern the District. The Board shall consist of three members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), and one member selected by the other members to serve a term of three years as chairperson of the Board (Board Member No. 3). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

Each of the Board Members identified in this Section 3.1 shall be selected as follows: (1) Board Member No. 1 shall be appointed by a majority vote of the Fairfield City Council; (2) Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Fairfield Township; (3) Board Member No. 3 shall be selected by a majority vote of the other Board Members. As there are no businesses located or persons working within the District at the time of formation, the District Board's number of members shall be three (3) members in accordance with Ohio Revised Code Section 715.72(P)(2).

**Section 3.2 Officers and Compensation.** The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Chair, a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on a rotating basis, with one officer from each Party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

**Section 3.3 Powers, Duties, Functions.** Pursuant to Section 715.72(F)(4) of the Revised Code, this Contract sets forth the specific powers, duties and functions of the Board and enumerates the rules that govern it. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within Butler County or Hamilton County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statute.

The Board shall adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract. The by-laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and



investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for "cause", which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract. The Board, on behalf of the District, may:

- (1) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- (2) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the Township;
- (3) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- (4) make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- (5) retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District;
- (6) purchase insurance for liability for protection of the District and its Board, Officers and any other insurance that the Board may determine to be reasonably necessary.

This Contract grants and requires to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof. Any subsequent amendment to modify the income tax shall require the authorization from the City Council of Fairfield and the Fairfield Township Board of Trustees.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

## ARTICLE IV

### JEDD INCOME TAX

**Section 4.1 JEDD Income Tax Agreement.** The Board at its first meeting, in accordance with Section 715.72(F)(5) of the Revised Code, shall adopt a resolution to levy an income tax in the District at a rate not to exceed one and one-half percent (1½%). The income tax shall go into effect immediately upon adoption of the resolution. The income tax shall be based on both the income earned by persons employed or residing within the District and the net profit of businesses operating within the District (collectively, the “JEDD Income”). The income tax rate on JEDD Income shall remain at or below one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some other rate in excess of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Parties pursuant to this Contract.

The Board shall adopt, by resolution, for the District’s income tax all the provisions (other than for the names of parties and the allocation of funds) of the City’s income tax legislation, as it may be amended from time to time, including regulations. The income tax levied by the Board pursuant to this Contract and Section 715.72 of the Revised Code shall apply in the entire District throughout the term of this Contract.

In accordance with Section 715.72 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Finance Director of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided for a service fee equal to five (5%) percent of gross income tax revenues collected for that period or Five Thousand Dollars (\$5,000), whichever is less.

The Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing, income tax collection, and enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and

other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Contract and duties of the Board. The Administrator is also given the authority to grant refunds and compromise claims for tax, penalties and interest. The Administrator may also issue subpoenas and bring suit in the name of the District in any assessment or enforcement action.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue and PILOT Revenue. The Administrator shall deposit the Gross Revenue and PILOT Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

**Section 4.2 Disbursements.** Within thirty (30) days after the end of each month, the Administrator shall, without the need for further action of the Board, perform the duties and functions set forth in this Section.

4.2.1 Payments from Gross Revenue. From Gross Revenue, the Administrator shall make the following payments in order of priority:

- (a) Reimburse each Party for any cost that Party incurred to establish the District, until paid in full;
- (b) Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that year in accordance with the budget and appropriation resolution (as amended from time to time) of the Board, and for the long term maintenance of the District (collectively, the “Administrative Expenses”), provided, however, that this payment may not exceed five percent (5%) of the Gross Revenue, or Five Thousand Dollars (\$5,000) per annum, whichever amount is less. Annually, the JEDD Board shall distribute the remaining income tax revenues to the Parties based on the net revenue percentages set forth below; and
- (c) Pay the City an amount not to exceed five (5%) percent of the Gross Revenue to pay the City’s expenses to administer the JEDD Income Tax, or Five Thousand Dollars (\$5,000), whichever is less.

- (d) Place five (5%) percent of the gross income tax revenue into an escrow fund. Escrow proceeds may be utilized to pay refunds, and in general to balance accounts. In the event of an escrow deficiency, the Administrator may invoice the Parties according to their net revenue percentages set forth below to satisfy the deficiency. Annually, any escrow surplus shall be distributed to the Parties based on the net revenue percentages set forth below. Earnings achieved on any surplus escrow shall be added to the escrow fund.

4.2.2 Payments from Net Revenue. From Net Revenue, the Administrator shall within 30 days after each Quarter pay: (a) twenty-five percent (25%) of the Net Revenue to the City; and (b) seventy-five percent (75%) of the Net Revenue to the Township.

4.2.3 Payments from PILOT Revenue. From any PILOT Revenue, the Administrator will, at the same time payments are made under Section 4.2.2 hereof, pay: (a) twenty-five percent (25%) of the PILOT Revenue to the City; and (b) seventy-five percent (75%) of the PILOT Revenue to the Township.

**Section 4.3** **Accounting.** The Administrator shall provide an accounting to the Board and Township of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount credited to be paid.

**Section 4.4** **Provisions.** The income tax revenues may be used in part by the District, the Township and City for carrying out the economic development plan of the District and may also be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Parties (including paying debt charges related thereto), providing safety and health services within the District and within the territory of the Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Parties, including

attorneys' fees, and generally improving the environment for those working in the District and in the territory of the Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

## ARTICLE V OF CONTRACT

**Pursuant to Section 715.72(M)(3) of the Revised Code, this Contract is not effective before the thirty-first day after its approval.**

The initial term of this Contract shall commence the thirty-first day after its approval (which is the first date on which the City and the Township have lawfully executed this Contract) and shall terminate on December 31, 2072 (the “Initial Term”). This Contract shall be extended by either Party for up to four successive 25-year terms (each, an “Extended Term”), if one Party delivers written notice of the extension to the other Party at least ninety (90) days prior to the expiration of current term (*i.e.*, the Initial Term, or any Extended Term, as applicable). This Contract and its provisions for the Initial Term and the Extended Terms recognize that the accrual of the benefits to the Parties from this Contract may take decades and that the anticipated improvements to the District to support the Project may take years to complete.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Parties that terminate this Contract must occur and be effective within a period of ninety (90) days of each other.

Notwithstanding Article VI and Section 6.13 hereof, this Contract may also be terminated by either Party:

- (i) if it is determined at any time, for any reason, that joint economic development district contracts, including this Contract, cannot be entered into, cannot be implemented, or are held invalid by a court of competent jurisdiction;
- (ii) if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract; or
- (iii) If it is determined at any time, for any reason, that any payments to the City or Township set forth in Article IV are not legal, valid or enforceable.

A Party's determination to so terminate this Contract shall be evidenced by a written notice of such termination approved and dated by resolution of its legislative authority. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract after the date of termination.

Upon termination of this Contract, any property, assets or obligations of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township, and maintained by the Township in accordance with its public records policy.

This Contract shall continue in existence throughout its terms and shall be binding on the Parties and on any entities succeeding the Parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Fairfield by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation, except as otherwise specifically provided in Article VI, Section 6.4 with regard to the annexation of expanded Seward Road right-of-way into the City.

(End of Article V)



**ARTICLE VI**  
**MISCELLANEOUS**

**Section 6.1**    **Fiscal Year.** The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

**Section 6.2**    **Reports and Records.** The Board shall, at its initial meeting, notify the Auditor of the State of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

**Section 6.3**    **Entire Agreement, Amendments.** This Contract is the entire agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township and only in writing approved by the legislative authorities of each Party by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of ninety (90) days of each other.

**Section 6.4**    **Annexation.** So long as this Contract is in effect, any annexation, merger or consolidation to the City of unincorporated territory within the Township is prohibited in accordance with Section 715.72(R) of the Revised Code, unless the prior formal consent and approval of the Fairfield Township Board of Trustees is given, excepting only the following specific areas which may be annexed under the following described terms and conditions:

- A.     Those lands within Town 1, Range 2 of Fairfield Township consisting of 21.4 +/- acres situated along River Road and referred to as the Groh property (depicted as “Tract 1” in Exhibit E-1 which is attached and incorporated herein) and the area of the right-of- way

for the widening of Seward Road (as depicted in Exhibit E-2, which is attached and incorporated herein) (collectively the “Groh and Seward Areas”). The Groh and Seward Areas, or any part thereof, may be annexed to the City of Fairfield subject to the following conditions precedent:

a. The written consent or approval of at least a majority of the owners of the real property located within the territory sought to be annexed, irrespective of whether such majority of owners also owns a majority of the total land area sought to be annexed.

B. Those lands within Town 1, Range 2 of Fairfield Township consisting of 381.0 +/- acres situated to the east and/or south of the Great Miami River (depicted as “Tract 2” in Exhibit E-1). The Tract 2 Area, or any part thereof, may be annexed to the City of Fairfield subject to the following conditions precedent:

a. The City of Fairfield is an owner of the real property to be annexed.

b. If any of the Tract 2 Area is annexed to the City of Fairfield, the City of Fairfield agrees to collect and distribute to Fairfield Township 50% of all City income tax collected in excess of \$50,000 per annum from taxpayers within the annexed Tract 2 Area during the term of the Agreement.

**Section 6.5 Support of Contract; Signing of Other Documents.** The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by one or more third parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract 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 Contract.

**Section 6.6** **Approval of Tax Exemptions.** The Parties hereby consent, pursuant to Ohio Revised Code Section 715.72(U), to any tax exemption granted by a political subdivision under Ohio Revised Code Chapter 1728 or Ohio Revised Code Sections 3735.67, 5709.62, 5709.63 or 5709.632 on any property located within the District.

**Section 6.7** **Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended to, or shall, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

**Section 6.8** **Counterparts.** This Contract 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 Contract.

**Section 6.9** **Severability.** Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

- (i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;
- (ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

**Section 6.10 Governing Law and Mediation.** This Contract shall be governed exclusively by and construed in accordance with the laws of this State, and in particular, the JEDD Statute. In the event that the JEDD Statute is amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Parties shall be bound by the provisions of the JEDD Statute existing on the date of this Contract unless both Parties agree to be bound by said amendment or supplement, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the Parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The Parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The Parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

**Section 6.11 Insurance.** The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity unless such insurance is purchased by the JEDD Board.

**Section 6.12 Notices and Payments.** All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Fairfield, 5350 Pleasant Avenue, Fairfield, OH 45014, Attention: City Manager, (ii) Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011, Attention: Township

Administrator, and (iii) the Board, Fairfield-Fairfield Township Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Fairfield, 5350 Pleasant Avenue, Fairfield, OH 45014, Attention: City Manager, (ii) Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Fairfield-Fairfield Township Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

**Section 6.13 Defaults and Remedies.** A failure to comply with the terms of this Contract shall constitute a default hereunder. The Party in default shall have sixty (60) days after receiving written notice from the other Party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting Party may refer the dispute to mediation as set forth in Section 6.10 of this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

**Section 6.14 Other Providers.** It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

**Section 6.15 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 6.16 Applicability of City Ordinances.** No City ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the JEDD Income Tax contemplated herein, provided, however, that if the Parties jointly agree hereafter, such other said

ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

**Section 6.17 Previous Agreements Are Superseded.** The Township and City entered into an agreement named “Fairfield Township and City Joint Economic Development District 1 Contract” on April 6, 2010, and an agreement named “Fairfield Township and City of Fairfield Annexation Agreement” on April 6, 2010. Upon full execution, this Contract supersedes those earlier agreements, and those earlier agreements and all obligations therein are void.

**Section 6.18 Section 6.18 City to Provide Safety Services to Excepted Area.** The City agrees to provide first responder safety services (Fire, EMS, and Police) to the Excepted Area defined in Section 6.4 above at no cost to the Township during the Initial Term or any Extended Term of the Agreement. These services will be provided on a mutual aid basis and the Parties will execute an appropriate mutual aid agreement to document the provision of such services by the City.

(End of Article VI)

IN WITNESS THEREOF, FAIRFIELD TOWNSHIP AND THE CITY OF FAIRFIELD  
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY  
AUTHORIZED REPRESENTATIVES AS OF THE DATE WRITTEN HEREIN:

**FAIRFIELD TOWNSHIP BOARD OF TRUSTEES**

\_\_\_\_\_  
By: Julie Vonderhaar, Township Administrator

Date:\_\_\_\_\_

Resolution No.\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lawrence Barbieri, Esq.  
Township Law Director

**CITY OF FAIRFIELD**

\_\_\_\_\_  
By: Scott Timmer, City Manager

Date:\_\_\_\_\_

Ordinance No.\_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Greg Kathman, Development Services  
Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Clemmons, Esq.  
City Law Director

### **FISCAL OFFICERS' CERTIFICATIONS**

The undersigned Fiscal Officer of Fairfield Township, Butler County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2022 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that 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 Ohio Revised Code Sections 5705.41 and 5705.44.

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By: Shelly Schultz

Fairfield Township Fiscal Officer

The undersigned Finance Director of the City of Fairfield, Butler and Hamilton Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2022 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City 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 Ohio Revised Code Sections 5705.41 and 5705.44.

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By: Jacob Burton

Fairfield City Finance Director



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE DISTRICT**

**EXHIBIT B**

**DEPICTION OF THE DISTRICT AND EXPANDED PROJECT SITE**



**EXHIBIT C**

**Signed Petitions of Property and Business Owners in the District**

**(To be attached)**

**EXHIBIT D**  
**ECONOMIC DEVELOPMENT PLAN**  
**FAIRFIELD - FAIRFIELD TOWNSHIP JOINT ECONOMIC DEVELOPMENT**  
**DISTRICT – 1**

**Introduction** – Fairfield Township and the City of Fairfield are creating a joint economic development district for the mutual betterment of Fairfield Township, the City of Fairfield, and their surrounds. The objective is to create jobs and to enable long term expanded economic opportunity for the benefit of the combined region and for the State of Ohio.

**Background** – Fairfield Township and the City of Fairfield share a common history. The City became a municipal corporation in 1954, and it remained in the Township until 1995. Most of the Township shares the Fairfield City School District with the City and the combined community is served by the same civic and community groups. In addition to social ties, there are interactive economic contacts including shopping and employment opportunities. Strong community bonds provide a firm foundation to pursue expanded development opportunities in furtherance of regional economic growth.

**Transportation and Commercial Development** – Over the last two decades, Fairfield Township has changed from a semi-rural to a predominately suburban community. Population growth has surged to more than 21,000 as of the 2010 Census.

Completion of State Route 129 highway improvements (with connection to I-75) was a catalyst for commercial and industrial growth particularly in proximity to the intersection of the new highway and State Route 4 By-Pass. The trend toward commercial and industrial growth within the last decade introduced greatly increased vehicular traffic moving through Fairfield Township and visiting the Township as a destination. Major retail and service oriented businesses serve Township residents and surrounding communities. The Fairfield Township Trustees and their staff have worked to provide a good home to businesses. Improved roads, infrastructure, community aesthetics, and superior delivery of local governmental services have fostered a welcoming environment for business opportunities. The objective is to enable quality, measured growth in furtherance of a balanced community.

In order to sustain a hospitable business environment and to encourage future growth, the Township recognizes the need to improve the transportation system. Widening of roads to

overcome traffic congestion and to assure safe and efficient travel within and around the Township is a foremost concern of the Township.

Increased activity within the Township calls for added governmental services including administration, zoning, and safety services (i.e. police and fire). New and improved police and fire stations, well equipped to serve growing needs, are part of the equation. Economic growth and expanded governmental services run in tandem.

**Revenue Sources** – While the overall community – residents and businesses – benefit from superior services, sound fiscal planning to meet financial expectations requires diversification of revenue sources. The Township Trustees have moved from dependence upon real property tax based revenue structure to expanded revenue sources from income taxation associated with commercial activity. The creation of a joint economic development district within the Township enables income taxation from activity within the JEDD territory. Reducing over-dependence upon a single revenue source through broadening of revenue stream balances the Township's financial needs against growth. Moreover, it assures that residents within the Township do not sustain disproportionate burden associated with expanding enterprise which benefits the region as a whole. By expanding revenue sources, the Township is equipped with a broader source of local funding to serve its role in enabling economic development and in sustaining needs resulting from development.

**Job Creation** – Diversification of the business mix is a priority in looking toward future development activity. The Township and City will actively recruit potential users for the highest and best use of the JEDD territory, provided that each entity is also free to recruit potential users to other properties outside the JEDD territory as they determine in their own discretion. Ideal users include light industrial, distribution, clean manufacturing, and high tech enterprises to achieve economic balance. The objective is to encourage demand for local work force with employees ready at hand within the region.

**Goals of the JEDD** – Promoting the JEDD territory through improved transportation links, expanded infrastructure, dependable services, and local government hospitable toward business are primary goals in furtherance of JEDD creation. Job creation and economic activity will in turn

provide revenue sources directly associated with meeting the increased demand for services from local government.

**Land Use Plan** – This Economic Development Plan is supplemental to the Fairfield Township Land Use Plan. Any future Land Use Plans for Fairfield Township shall incorporate the Economic Development Plan by reference in furtherance of objectives stated in the Economic Development Plan.

**New, Expanded, or Additional Services, Facilities, and Improvements** – The Township and City plan to participate in the improvement of Seward Road to provide an improved transportation and service network as provided in the schedule in the Development Agreement dated [REDACTED] executed by the Township, the City, and Al. Neyer RE, LLC, which is incorporated herein by reference.

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

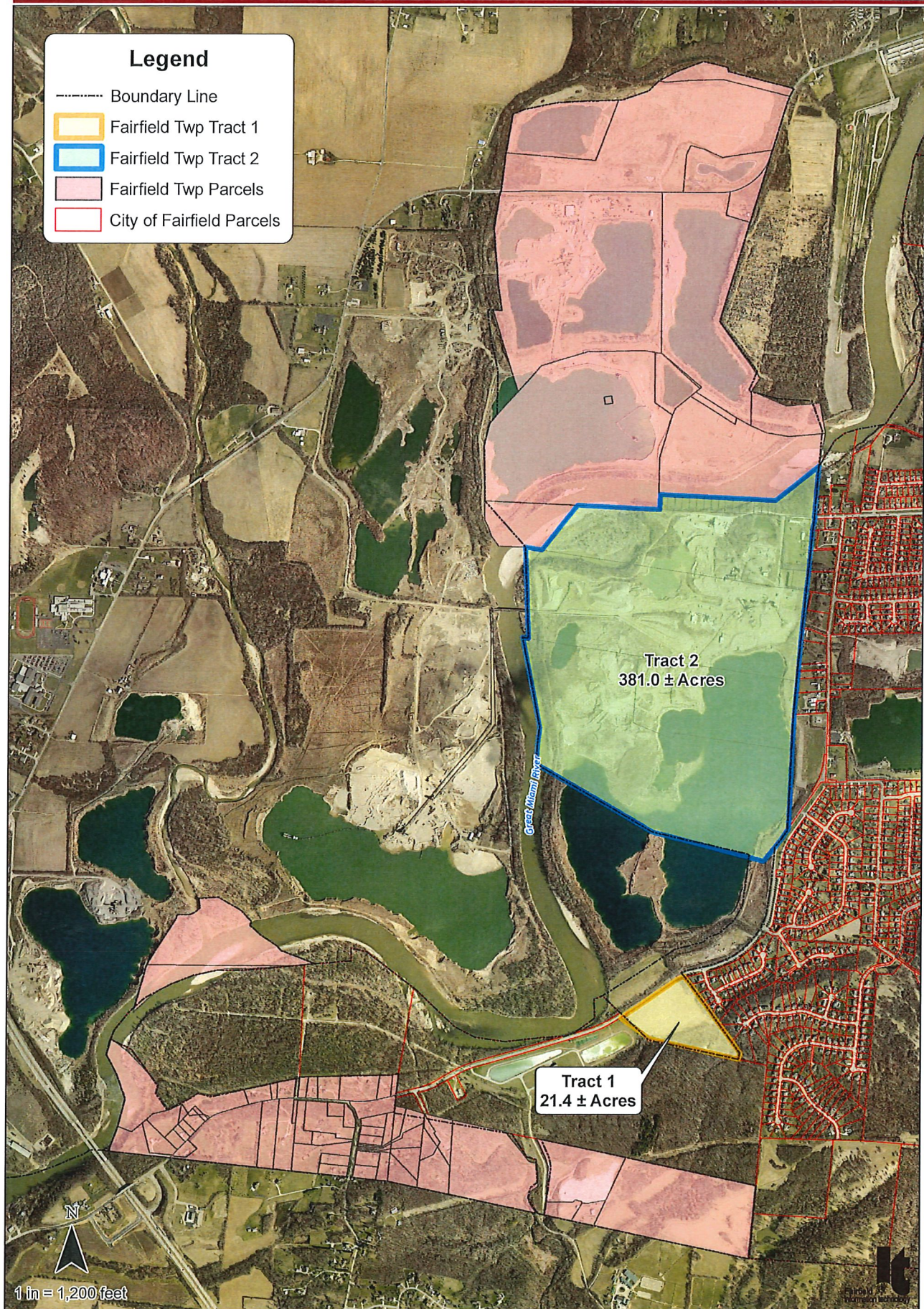
**EXHIBIT E-1**

**Depiction of Groh Area**





## Exhibit E-1 Excepted Areas of Fairfield Township





**EXHIBIT E-2**

**Depiction of Seward Area**

11061148.1



## Exhibit E-2 Excepted Area of Fairfield Township

Future Right-of-Way for widened Seward Road  
Approximately 1.30 ± Acres

**Legend**

- Boundary Line
- Future Right-of-Way Line
- Future Right-of-Way Area
- City of Fairfield Parcels





## **EXHIBIT D**

### **DESCRIPTION OF ROAD IMPROVEMENTS**

#### **SCOPE OF WORK**

#### **OFF-SITE ROAD IMPROVEMENTS (SEWARD RD. & TYLERSVILLE RD)**

The scope of work below is for widening the existing Seward roadway from its current twenty-two to twenty four foot (22' – 24') width asphalt section to an improved standard comprised of three (3), twelve foot (12') lanes with four foot (4') shoulders on each side of the road for a total improved width of forty-four feet (44') conducive to current commercial development standards, and to improve the performance of existing Tylersville and Seward Rd. intersection. The project begins at the Tylersville & Seward intersection and ends at the bridge culvert over Mill Creek. The entire length of project is approximately three thousand four hundred (3,400') feet in length.

#### **Phase I Improvements**

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way. Assume an additional ten foot (10') of Right of Way dedication or roadway easement area to the east side of the road centerline, or as required by the final design plans. Right of Way dedication required for turn lanes on Tylersville Rd. shall be pursued by the City and any acquisition cost shall be included as part of the project cost. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Eliminate existing site line clearance issue by regrading a short section of five foot (5') to ten foot (10') hump / hill in Seward Road (near the midpoint of the project site).
5. Relocate (if necessary) any existing overhead electric/phone/fiber optic lines, underground gas, existing water lines, and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
6. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.

7. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
8. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

## **Phase 2 Improvements**

Provide Seward Road and Tylersville intersection improvements identified in traffic study prepared by Kleinger's Associates dated September 20, 2021, and any addendums. Anticipated improvements may include installing a right turn lane onto Seward Rd from eastbound Tylersville Rd. Traffic signal improvements shall be modified as required by final design plans. These improvements could also take the form of additional turn lanes or a roundabout as to be determined by the City of Fairfield in the future to meet the requirements of the traffic study.

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way as required by the final design plans. Right of Way dedication required for turn lanes on Tylersville Rd. shall be pursued by the City and any acquisition cost shall be included as part of the project cost. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Relocate (if necessary) any existing overhead electric/Phone/fiber optic lines and existing water line along edge of street and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
5. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.
6. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
7. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

### Phase 3 Improvements

Increase horizontal curvature in Seward Road at southern half of project to more closely match existing speed limits on the street. Anticipated curve radius to be approximately 1,910 feet.

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way as required by the final design plans. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Relocate (if necessary) any existing overhead electric/Phone/fiber optic lines and existing water line along edge of street and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
5. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.
6. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
7. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

**EXHIBIT D**  
**(Continued)**

**DEPICTION OF PHASING**

