

FAIRFIELD TOWNSHIP
RESOLUTION 23-28

**RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CITY OF FAIRFIELD AND
FAIRFIELD TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

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

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

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

Section 1. The Board finds and determines that (i) the Township held a public hearing concerning the Contract at 7:00 p.m. on February 14, 2023, in accordance with Section 715.75 of the Ohio Revised Code, (ii) thirty (30) days public notice of the time and place of that public hearing was provided in the *Journal News*, a newspaper of general circulation in Butler County, Hamilton County, Fairfield Township, and the City of Fairfield, (iii) during the thirty (30) day period prior to that public hearing a copy of the text of the Contract together with a description of the area or areas to be included in the District (including maps), and an Economic Development Plan, in accordance with Section 715.75(C) of the Ohio Revised Code were on file for public examination in the Office of the Fiscal Officer of Fairfield Township, (iv) minor modifications of the Contract have been made based upon public comment and recommendations made during the 30 days prior to the hearing and pursuant to the public hearing, and (v) the Contract is on file with the Fiscal Officer of Fairfield Township.

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

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

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

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

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

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

Section 8. This Resolution shall be effective immediately on March 16, 2023 or on the earliest date allowed by law.

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

Adopted: February 14, 2023

Board of Trustees

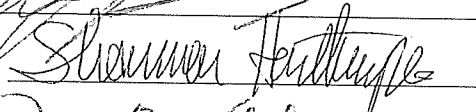
Vote of Trustees

Michael Berding:



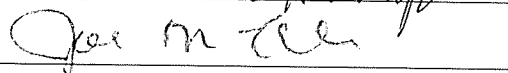
yes

Shannon Hartkemeyer:



yes

Joe McAbee:

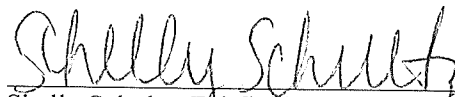


yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 14th day of February, 2023.

ATTEST:



Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Township Assistant Law Director

FIRST AMENDMENT TO
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

April 12, 2022

Amendment Dated as of Mar. 1st, 2023

FIRST AMENDMENT

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This First Amendment to Joint Economic Development District Contract is made pursuant to Ohio Revised Code Section 715.72 (the "First Amendment"), is dated as of Mar. 1st, 2023, and 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 First Amendment, shall have the meanings assigned to them in the Joint Economic Development District Contract by and between the City and the Township dated as of April 12, 2022 (the "Contract").

WITNESSETH:

WHEREAS, the City and the Township have previously entered into the Contract and created the Fairfield-Fairfield Township Joint Economic Development District – 1 (the "District"); and

WHEREAS, the Contract provides for the addition of areas to the District at Section 2.4 of the Contract; and

WHEREAS, the owners of the real property set forth in *Exhibit A* to this First Amendment (the "Expanded Area") have, by Petition dated January 12 2023 (the "Petition," attached as *Exhibit B*), petitioned the City and the Township to add the Expanded Area to the District; and

WHEREAS, the City and the Township are amenable to this petition; and,

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

ARTICLE I

Section 1.1 **Addition of Expanded Area.** Pursuant to Section 2.4 of the Contract and as provided under the JEDD Statute, the City and the Township hereby amend the Contract to add the Expanded Area into the District. From and after the date of this First Amendment, the Expanded Area shall be part of the District for all intents and purposes of the Contract.

Section 1.2 **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 the Contract as amended by this First Amendment. In the event that the Contract as amended by this First Amendment, 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 the Contract with the object of upholding it. The City and the Township shall each bear its own costs in any such proceeding challenging the Contract as amended by this First Amendment 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 therefore. The Parties agree to cooperate with one another and to use their best efforts in the implementation of the Contract as amended by this First Amendment and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of the Contract as amended by this First Amendment.

Section 1.3 **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 1.4 **Binding Effect.** This First Amendment 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 First Amendment shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This First

Amendment 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 1.5 **Counterparts.** This First Amendment 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 First Amendment.

Section 1.6 **Severability.** Except as provided in Article V of the Contract, in the event that any section, paragraph or provision of the Contract as amended by this First Amendment, 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 1.7 **Governing Law.** This First Amendment 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 the Contract unless both Parties agree to be bound by said amendment or supplement, to the extent permitted by law.

Section 1.8 **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.

[Signatures follow on next page.]

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

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES

Julie Vonderhaar

By: Julie Vonderhaar, Township Administrator

Date: 3/6/23

Resolution No. _____

APPROVED AS TO FORM:

Katherine L. Barbieri, Esq.
Township Law Director

CITY OF FAIRFIELD

Scott W. Timmer

By: Scott W. Timmer, City Manager

Date: 3/2/23

Ordinance No. 19-23

APPROVED AS TO CONTENT:

Greg Kathman

Greg Kathman, Development Services
Director

APPROVED AS TO FORM:

John Clemmons

John Clemmons, Esq.
City Law Director

FISCAL OFFICERS' CERTIFICATIONS

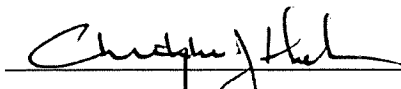
The undersigned Fiscal Officer of Fairfield Township, Butler County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2023 under the foregoing First Amendment to Joint Economic Development District Contract, being zero, have been appropriated 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.

 _____

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 2023 under the foregoing First Amendment to Joint Economic Development District Contract 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.

 _____

By: Christopher Hacker

Fairfield City Finance Director

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE EXPANDED AREA

[Legal Description from Petition to be inserted in execution document]

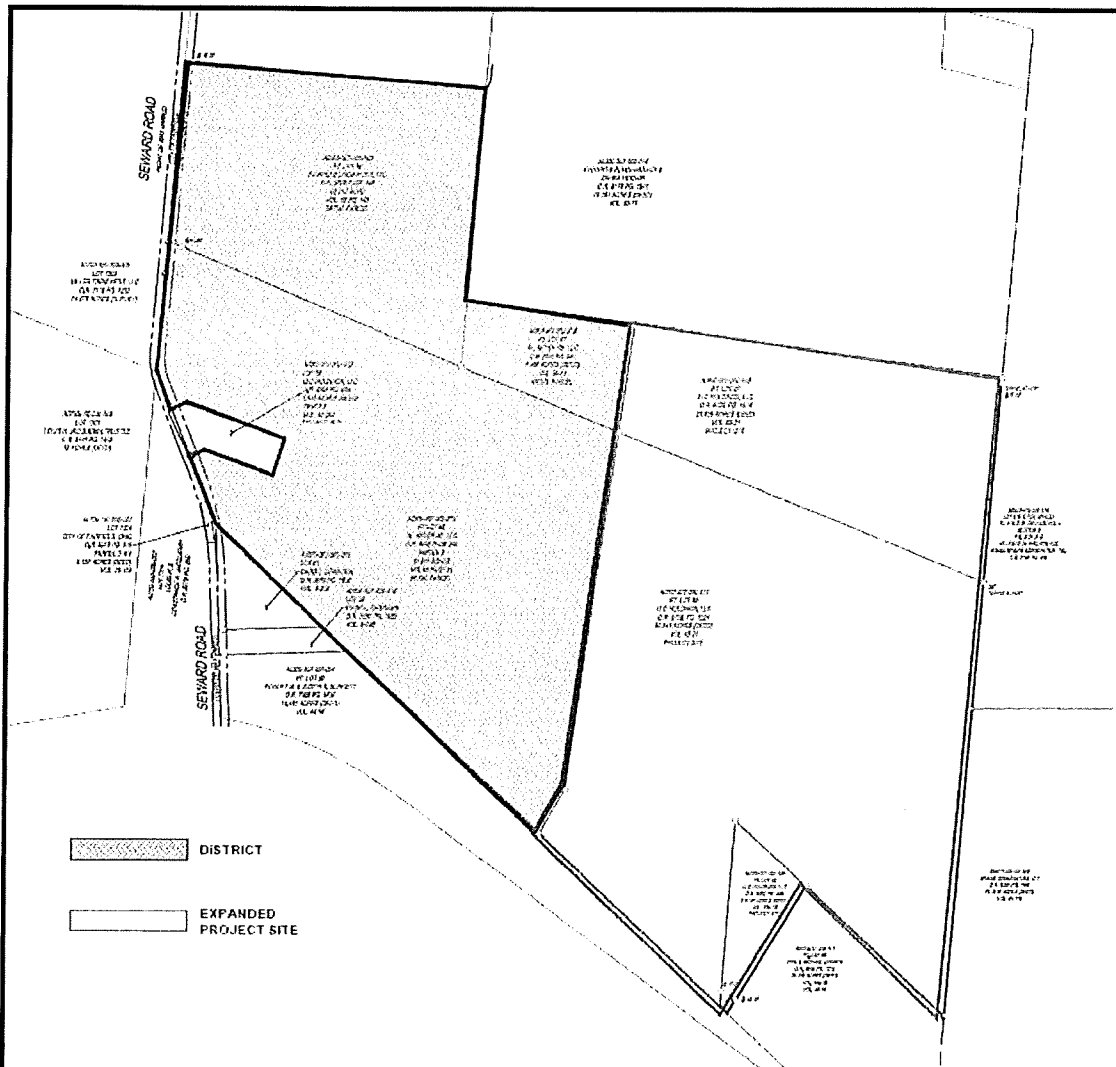


EXHIBIT B
SIGNED PETITION OF PROPERTY OWNERS IN THE EXPANDED AREA

PETITION

(For Property Owner in proposed JEDD District)

To: The Council of the City of Fairfield and the Board of Trustees of Fairfield Township, Butler County, Ohio

WHEREAS, the contiguous communities of the City of Fairfield (the "City"), located in Butler County and Hamilton County, Ohio, and Fairfield Township (the "Township"), located in Butler County, Ohio, entered into an agreement (the "JEDD Contract") dated April 12, 2022 to create the Fairfield-Fairfield Township Joint Economic Development District - 1 (the "District");

WHEREAS, the City and Township now contemplate amending the JEDD Contract to add territory to the District;

WHEREAS, the following documents will be filed and available for public inspection in the office of the Clerk of Council of the City and in the office of the Fiscal Officer of the Township:

- (A) A copy of the JEDD Contract creating the District, including the economic development plan for the District and the schedule for the provision of new, expanded, or additional services, facilities, or improvements described in division (F)(3) of section 715.72 of the Revised Code;
- (B) A description of the area or areas included in the District when the JEDD Contract was executed and the area or areas proposed to be added to the District by amendment, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas; and
- (C) A schedule for the collection of an income tax as required under division (I) of section 715.72 of the Revised Code.

WHEREAS, a copy of the JEDD Contract and proposed amendment in the form originally on file in accordance with section 715.72(I) of the Revised Code is attached hereto as Exhibit A;

NOW, THEREFORE, the undersigned petitioner (the "Petitioner") hereby consents to the proposed expansion of the Fairfield-Fairfield Township Joint Economic Development District - 1 and requests that the City and the Township amend the JEDD Contract, in the form attached hereto as Exhibit A, and add territory to the District at the earliest time permitted by law; provided however, the support herein for the JEDD District and its formation is expressly conditioned upon the JEDD income tax rate in the District not exceeding one and one-half percent (1½%).

The Petitioner represents and warrants with regard to the property the Petitioner owns in the proposed District (the "Property") that:

- (1) the Petitioner is owner of the Property;
- (2) the Property is accurately described below;

- (3) no electors reside on the Property; and
- (4) the Property is located within the Township and within the proposed District.

[Signatures follow on next page.]

	<u>PETITIONER #1</u>	<u>BUSINESS NAME OR DESCRIPTION</u>
Name:	LIT ANL FAIRFIELD PHASE 1A, LLC By: Neyer Fairfield 1A, LLC, its Managing Member By: Al. Neyer, LLC, its Manager	DEVELOPER
Address:	302 W Third St., Ste 800, Cinti, OH 45202	
Signature:	<u>Jeff Koth</u>	
Its:	SVP & General Counsel	
Date:	January 12, 2023	

	<u>PETITIONER #2</u>	
Name:	LIT ANL FAIRFIELD LAND, LLC By: Neyer Fairfield, LLC, its Managing Member By: Al. Neyer, LLC, its Manager	DEVELOPER
Address:	302 W Third St., Ste 800, Cinti, OH 45202	
Signature:	<u>Jeff Koth</u>	
Its:	SVP & General Counsel	
Date:	January 12, 2023	

DESCRIPTION OF PROPERTY OF PETITIONER #1

Tract IV: Auditor's Parcel No. A0300-007-000-023 (Fee Simple)

Entire Lot Numbered Eighty Eight (88) as the same is known and designated on the Auditor's Revised List of Lots for Fairfield Township, Butler County, Ohio, being formerly known as follows:

Situated and being in Section 17, Town 2, Range 2, Fairfield Township, Butler County, Ohio, and more specifically described as follows:

Begin at a point in Seward Road found by measuring from the northeasterly corner of Section 17 the following courses along the easterly line of said section, South 05 degrees 57' 38" West, 2669.50 feet; thence continuing along said section line South 05 degrees 54' 36" West, 1240.34 feet; thence leaving said section line North 45 degrees 59' 58" West, 1148.21 feet; thence South 05 degrees 37' 05" West, 742.0 feet; thence North 45 degrees 38' 10" West, 2799.61 feet to the centerline of Seward Road; thence along said centerline North 00 degrees 47' 00" West, 17.03 feet; thence continuing along said centerline North 20 degrees 45' 55" West, 285.00 feet to the real point of beginning; thence continuing along said centerline North 20 degrees 45' 55" West, 200.00 feet; thence leaving said centerline North 69 degrees 14' 05" East, 68.88 feet; thence South 68 degrees 49' 40" East, 415.83 feet; thence South 21 degrees 10' 20" West, 150.00 feet; thence North 68 degrees 49' 40" West, 283.53 feet; thence South 69 degrees 14' 05" West, 67.05 feet to the point of beginning containing 1.516 acres of land.

The above description was prepared from a survey by Keith R. Becker, Registered Surveyor #6620 in the State of Ohio, March 1992.

The plat of which is recorded in Volume 24, Page 234 of the Butler County Engineer's Records. This property is located in the flood plain.

DESCRIPTION OF PROPERTY OF PETITIONER #2



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone • 513.779.7851
fax • 513.779.7852
www.kleingers.com

Legal Description Lot 9695

Situated in Section 17, Town 2, Range 2, BTM, Fairfield Township, Butler County, Ohio and being all of a 21.659 acre parcel, all of a 60.841 acre parcel, and all of a 2.8149 acre parcel conveyed to LIT ANL Fairfield Land, LLC in OR 9875 Page 1775, the boundary of which being more particularly described as follows:

Commencing at a found concrete monument at the southeast corner of Lot 11917 of Millers Run Section One as recorded in P.E. 2384, Pages A-C;

Thence S04°08'43"W, a distance of 40.55 feet;

Thence N84°41'59"E a distance of 702.17 feet;

Thence S04°39'40"W a distance of 2165.81 feet to a found 5/8" iron pin at the southwest corner of a 79.051 acre (deed) tract of land conveyed to Khosrow P. Mohammad & Zahra Heidari in O.R. 8174. Page 1541, said point being the True Point of Beginning for this description.

Thence along the south line of said 79.051 acre parcel, S81°54'34"E a distance of 1487.06 feet to a found 5/8" iron pin in the west line of lot 519, Villages of Providence Section 3 as recorded in P.E. 3721, Pages A-G;

Thence along said west line, S04°47'11"W, passing through a found 5/8" iron pin at 20.23 feet, a total distance of 1329.43 feet to a stone found at the northwest corner of a 74.0510 acre (deed) tract of land conveyed to Grand Communities, LLC in O.R. 9393, Page 1367;

Thence along the west line of said 74.0510 acre (deed) tract of land, S04°49'21"W a distance of 1239.53 feet to a stone found at the northeast corner of a 29.288 acre (deed) tract of land conveyed to Erin & Michael Garber in O.R. 8858, Page 1703;

Thence along the north line of said 29.288 acre (deed) tract of land, N47°04'44"W a distance of 764.44 feet to a found 5/8" iron pin;

THE
KLEINGERS
GROUP



Thence along the west line of said 29.288 acre tract of land, S31°09'38"W, passing a found 5/8" iron pin at 530.48 feet a total distance of 595.48 feet to a point in the north line of a 14.481 acre (deed) tract of land conveyed to Robert M. & Judith A. Burkett in O.R. 7066, Page 1434;

Thence along said north line, N46°43'56"W a distance of 1047.54 feet to a found 5/8" iron pin;

Thence along the east line of Lot 9694, N31°09'38"E a distance of 204.55 feet to a found 5/8" iron pin;

Thence continuing, N08°10'06"E a distance of 1884.31 feet to the True Point of Beginning.

Containing 85.317 acres

Bearings are based on Vol 63 Page 21A-21B