

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, OCTOBER 11, 2022 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

- 1. COUNCIL-MANAGER BRIEFING**
 - A. 6:30 PM - Harbin Park Phase II Presentation
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**
 - A. Councilmember Terry Senger
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS**
- 8. CITIZEN COMMENTS**
- 9. PUBLIC HEARING(S)**
- 10. APPROVAL OF MINUTES**
 - a. Regular Meeting held September 26, 2022
- 11. OLD BUSINESS AND REPORTS**

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

C. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

D. PUBLIC SAFETY

Councilmember Dale Paullus

E. PUBLIC UTILITIES

Councilmember Adam Kraft

F. PUBLIC WORKS

Councilmember Terry Senger

G. FINANCE & BUDGET

Councilmember Tim Meyers

12. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

1. Simple Motion: Motion to approve the December 2022 Meeting Schedule for City Council Meetings.

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

1. An Ordinance amending Ordinance 92-20 and declaring the improvements of additional property to be exempt from real property taxation; designating specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that one made will directly benefit, the existing parcels and the additional parcels for which improvement is declared to be a public purpose, requiring annual service payments in lieu of taxes; directing same to be deposited in to the Municipal Public Improvement Tax Increment Equivalent Fund; providing related authorizations pursuant to Ohio Revised Code Sections 5709.40(B), 5709.42, 5709.43 and 5709.85; and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

2. Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for NP FTC, LLC for construction of two speculative industrial buildings at the property known as the Morris Farm at 8250 Seward Road, and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

C. PUBLIC SAFETY

Councilmember Dale Paullus

1. Ordinance to authorize the City Manager to enter into the Butler County Mutual Police Aid Agreement and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Stryker Corporation for the purchase of medical equipment for the Fire Department awarded through the Assistance to Firefighters Grant (AFG) and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. FINANCE & BUDGET

Councilmember Tim Meyers

1. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”
Contractual Appropriations: \$192,878 for purchase of medical equipment - Fire Department
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”
Non-Contractual Appropriations: \$14,500 for asphalt repairs - Water Division; \$14,600 for Manhole Rehabilitation on Factory Drive.
 - Legislation - First Reading

- Motion - Suspend Second and Third Readings
- Motion - Adoption

13. MEETING SCHEDULE

- A. Monday, October 24 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- B. Monday, November 14 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- C. Monday, November 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
September 26, 2022**

Council-Manager Briefing

Sustainability & City Grant Program

Mayor Rhodus called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Dale Paullus, Terry Senger, Adam Kraft, Tim Meyers and Gwen Brill.

Staff members present: Scott Timmer, Steve Wolterman, Laurie Murphy, Greg Kathman, Adam Sackenheim, Ben Mann, Tiphannie Mays, Kristina Cooper, Carol Mayhall, Steve Maynard and Randy McCreadie.

City Manager Timmer presented the Sustainability Initiative. Mayor Rhodus led the City Grant Program discussion. See attached slides.

Business Meeting Call to Order

Mayor Rhodus called the Regular Meeting to order at 7:00 PM.

Prayer/Pledge of Allegiance

Councilmember Paullus led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Tim Meyers	Councilmember, At-Large	Present	
Matt Davidson	Councilmember, At-Large	Excused	
Gwen Brill	Councilmember, At-Large	Present	
Leslie Besl	Councilmember, 1st Ward	Present	
Dale Paullus	Councilmember, 2nd Ward	Present	
Terry Senger	Councilmember, 3rd Ward	Present	
Adam Kraft	Councilmember, 4th Ward	Present	
Mitch Rhodus	Mayor	Present	

Councilmember Meyers, seconded by Councilmember Kraft, moved to excuse Councilmember Davidson. Motion carried 5-0. Councilmember Senger entered the Regular Meeting during the Executive Session request.

Agenda Modifications

None.

Minutes Acceptance: Minutes of Sep 26, 2022 7:00 PM (Approval of Minutes)

Executive Session Requests

Councilmember Meyers, seconded by Councilmember Paullus, moved for Executive Session to discuss the status of collective bargaining with public employees and pending or imminent litigation. Roll call vote. Motion carried 6-0.

Special Presentations

a. Fire Department Oath of Office

Mayor Rhodus administered the ceremonial oath of office to the new Firefighter/Paramedics Dan Noonan, Justin Mangus, Brian Lockaby, Sam Humphries, Tyler Holman and Brandin Baxtron and welcomed them to the city. Acting Fire Chief McCreadie presented each one with a plaque commemorating the start of their career with Fairfield Fire Department.

Citizen Comments

Sean Jarvis, President of the Emerald Lake HOA Board, addressed Council regarding flooding issues in the neighborhood following the development of High Point Court. He presented pictures showing the issues. Staff explained that they are working on a solution and Mayor Rhodus assured Mr. Jarvis that the issue is a priority for the City.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of September 12, 2022 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Leslie Besl, Chair; Gwen Brill, Vice Chair; Adam Kraft, Member

Development Services Committee

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Parks, Recreation and Environment Committee

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

Public Safety Committee

Dale Paullus, Chair; Adam Kraft, Vice Chair; Leslie Besl, Member

Public Utilities Committee

Adam Kraft, Chair; Gwen Brill, Vice Chair; Tim Meyers, Member

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

Finance & Budget Committee

Minutes Acceptance: Minutes of Sep 26, 2022 7:00 PM (Approval of Minutes)

Tim Meyers, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

NEW BUSINESS

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only. Motion carried 6-0.

Public Safety Committee

Dale Paullus, Chair; Adam Kraft, Vice Chair; Leslie Besl, Member

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Leslie Besl, Councilmember, 1st Ward
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Ordinance to authorize the City Manager to execute the acceptance of a Staffing for Adequate Fire and Emergency Response grant (SAFER) award for the hiring of nine (9) full-time firefighter/paramedics for the Fire Department and declaring an emergency.

ORDINANCE NO. 121-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Ordinance to authorize the City Manager to enter into a Preliminary Legislation Agreement for Bridge Inspection Services through the Ohio Department of Transportation and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize the City Manager to enter into a preliminary legislation agreement with the Ohio Department of Transportation for Bridge Inspection Program Services.

ORDINANCE NO. 122-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Finance & Budget Committee

Tim Meyers, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Ordinance to authorize the City Manager to enter into a contract with Cincinnati Bell Technical Services for server hardware and declaring an emergency.

ORDINANCE NO. 123-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Gwen Brill, Councilmember, At-Large
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 116-22 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council approve this Ordinance amending the wage range for the PT Clerk of Council position and for the addition of one Police Officer in the Police Department, suspending the rules and declaring an emergency.

ORDINANCE NO. 124-22. APPROVED 6-0.

Minutes Acceptance: Minutes of Sep 26, 2022 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Gwen Brill, Councilmember, At-Large
AYES: Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 125-22. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Terry Senger, Councilmember, 3rd Ward
AYES: Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 126-22. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Tuesday, October 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, October 24 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- C. Monday, November 14 - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:40 PM.

15. ADJOURNMENT

The Regular Meeting adjourned at 8:25 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

Minutes Acceptance: Minutes of Sep 26, 2022 7:00 PM (Approval of Minutes)



FAIRFIELD

CITY OF OPPORTUNITY



Sustainability

Why Are We Doing This?

- **Fairfield Forward**

- ✓ Sustainability links the issues of environment, economy and social equity together.
- ✓ Sustainable actions are those that support, maintain, conserve, and enhance the environmental, economic, and social systems on which we depend.
- ✓ The City will continue to develop a more comprehensive sustainability plan that provides policies and strategies.
- ✓ A good sustainability plan enables the residents of Fairfield to meet their current needs and maintain a fulfilling quality of life without compromising or foregoing the ability of the opportunity for future residents to do the same.



The following topics are briefly discussed in this chapter and recommended for further detailed study in a comprehensive Sustainability Plan for the city.

- 1 **Air Quality and Climate Change**
- 2 **Community Health and Safety**
- 3 **Energy Conservation and Efficiency**
- 4 **Going Green**
- 5 **Water Quality**

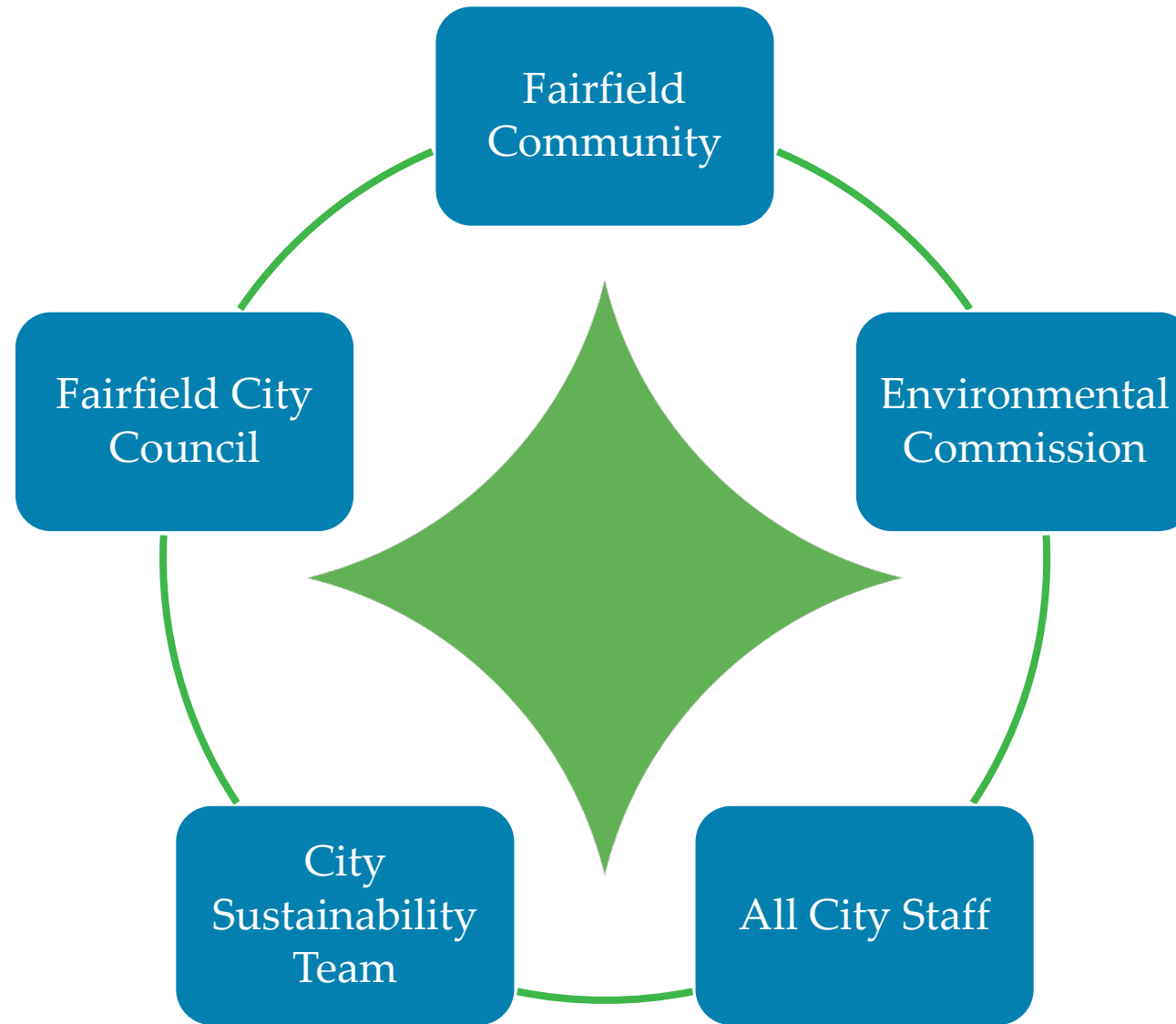
Minutes Acceptance: Minutes of Sep 26, 2022 7:00 PM (Approval of Minutes)

Why Are We Doing This?

- 2022 City Council Priority
 - ✓ “We would like to propose the formulation of a comprehensive roadmap on sustainability for the City.”
- Roadmap should include but not limited to:
 - ✓ Overall Carbon Reduction Goals
 - ✓ Fleet & Transportation Evolution
 - ✓ Renewable Energy Options
 - ✓ Investment Screening & Key Investment Projects
 - ✓ Natural Environment
 - ✓ Business Development
 - ✓ Waste & Recycling
 - ✓ Community Engagement and Education
 - ✓ City Operations



Stakeholders

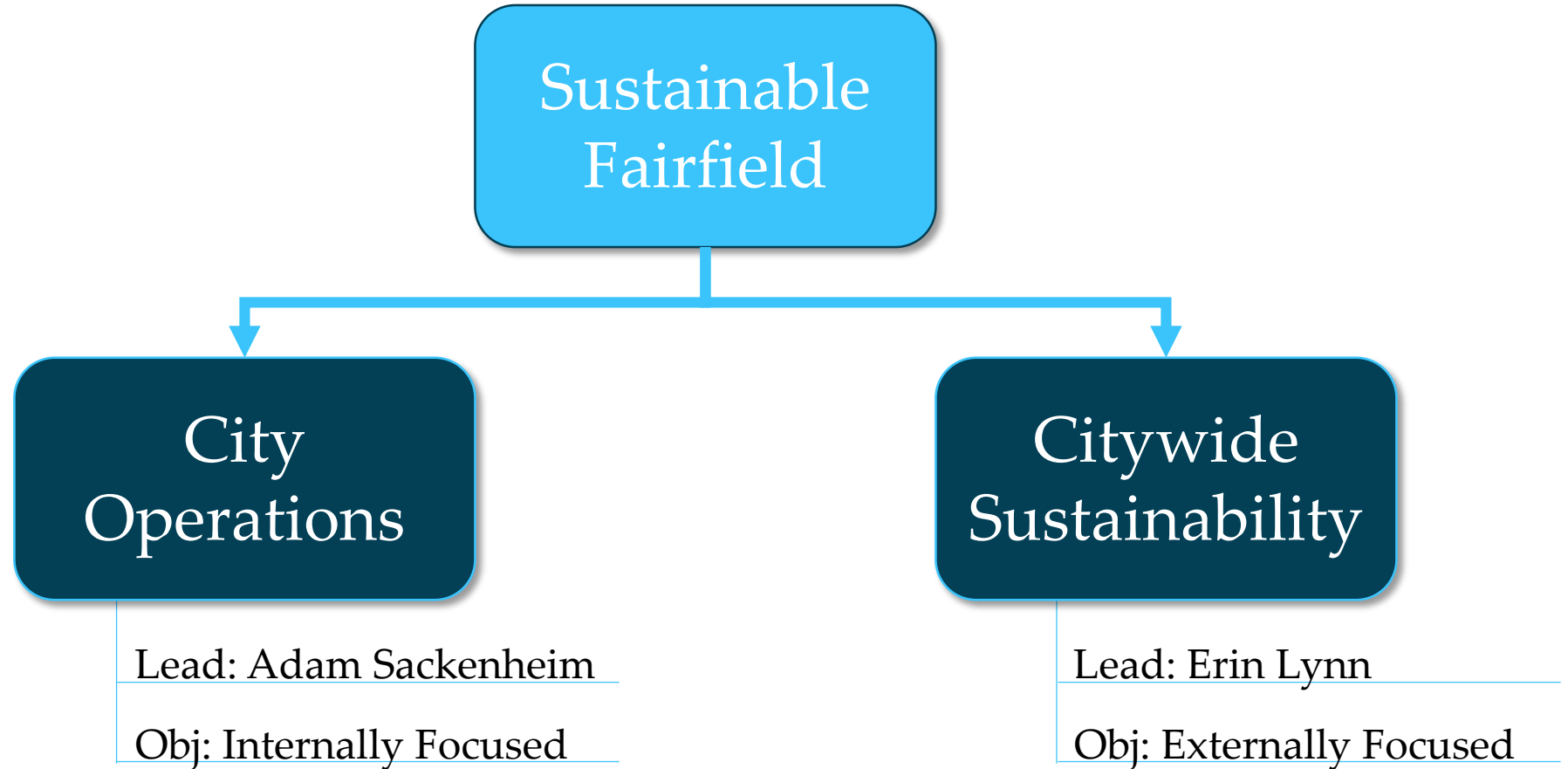




City Team

- **City Manager's Office**
 - ✓ Scott Timmer, City Manager
 - ✓ Laurie Murphy, Asst City Manager
 - ✓ Lance Kennedy, IT Manager
- **Development Services**
 - ✓ Greg Kathman, Director
 - ✓ Erin Lynn, Planning Manager
 - ✓ Nathaniel Kaelin, Economic Development
 - ✓ Leland Rosato, Building Superintendent
- **Finance**
 - ✓ Kristina Cooper, Director (Acting)
- **Fire**
 - ✓ Randy McCreddie, Deputy Chief
- **Parks & Recreation**
 - ✓ Tiphannie Mays, Director
- **Police**
 - ✓ Steve Maynard, Chief
- **Public Utilities**
 - ✓ Adam Sackenheim, Director
- **Public Works**
 - ✓ Ben Mann, Director
 - ✓ Nick Dill, City Engineer
 - ✓ Brian Rose, Fleet & Facilities

Approach



What Have We Done?

- Internally Focused
 - ✓ 100% Renewable Energy at all City Facilities
 - ✓ City of Dayton Lime Recycling Agreement
 - ✓ Greenroads Rating System
 - *Bronze Level for Rt 4, Holden, and S. Gilmore Improvement Project*
 - ✓ Hamilton to New Baltimore Ground Water Consortium Member
 - ✓ Installation of efficient lighting and mechanical systems in city buildings



What Have We Done?

- Externally Focused
 - ✓ Street lights replaced with LED lighting systems
 - ✓ EV Charging Station at the Community Arts Center
 - ✓ Curbside Residential Recycling Program
 - ✓ Tree City USA
 - ✓ Environmental Commission
 - ✓ Wind turbine used to power pond aeration system at Huffman Park
 - ✓ Community gardens at Huffman Park



Investment Plan

- Initial Sustainability Investment
 - ✓ American Rescue Plan Act
 - Funds are earmarked to contract a sustainability professional to assist the City in its Sustainability Plan development
 - Funds are earmarked for 'quick-hitters' identified in final Sustainability Plan
 - ✓ On-going Funding
 - Capital Improvement Program (CIP)
 - 2021 Goal Alignment Initiative



Moving Forward



Minutes Acceptance: Minutes of Sep 26, 2022 7:00 PM (Approval of Minutes)



FAIRFIELD

CITY OF OPPORTUNITY

Mayor Rhodus – City Grant Discussion

10.a

Organization	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Grand Total (By Org.)
Community First Solutions (Partners in Prime)	15,000	15,000	13,500	10,000	9,000	8,000	8,000	10,000				88,500
Fairfield Civitan Club					2,000							2,000
Fairfield Community Foundation	10,000	11,000	9,900	9,500	9,000	10,000	10,000	10,000	10,000			89,400
Fairfield Food Pantry					5,000		10,000	10,000	7,500			32,500
Fairfield Prevention Coalition									7,500			7,500
Fairfield Summer Theatre	4,500	5,000	4,050	4,000	2,500		5,000					25,050
Fairfield Youth Athletic Association				5,000	1,000							6,000
Fairfield Youth Baseball Association			4,050									4,050
Hamilton-Fairfield Symphony Orchestra	5,500	5,000	4,500	4,500	4,500	4,500						28,500
Grand Total (By Year)	35,000	36,000	36,000	33,000	33,000	22,500	33,000	30,000	25,000	-	-	283,500

Community First Solutions (Partners in Prime)	Fairfield Summer Theatre
To increase in-home services in order to keep up with the increasing need.	To provide necessary supplies and operating expenses for the Theater's 20th year of production.
To increase services in order to keep up with the increasing need.	To provide necessary supplies and operating expenses for the Theater's production.
Fairfield Civitan Club	Fairfield Youth Athletic Association
To provide operating expenses for air conditioning and parking lot needs for Girl/Boy Scouts and Softball League.	To replace current equipment for the youth football program.
Fairfield Community Foundation	Fairfield Youth Baseball Association
To help the Foundation expand its outreach to the community, as well as grow the funds in place.	To replace current equipment for the youth baseball program.
To update current technology and software that is out of date.	Hamilton-Fairfield Symphony Orchestra
Fairfield Food Pantry	To provide necessary supplies and operating expenses for the annual summer concert at Village Green.
To increase services in order to keep up with the increasing need.	
Fairfield Prevention Coalition	
To increase services in order to keep up with the increasing need.	

Minutes Acceptance: Minutes of Sep 26, 2022 7:00 PM (Approval of Minutes)



City Council Action Item
Regular Meeting - October 11, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

December 2022 Schedule

Legislation Title:

Simple Motion: Motion to approve the December 2022 Meeting Schedule for City Council Meetings.

Recommendation:

It is recommended that Council, via simple motion, approve the December 2022 meeting schedule. City Council will meet on the first and second Mondays of December, December 5th and December 12th, 2022, for regular meetings.

Background/Synopsis: Each year, Council meets on the first and second Monday of December for a holiday schedule. For 2022, the December schedule regular meeting dates and times will be:

Monday, December 5, 2022 at 7:00 PM

Monday, December 12, 2022 at 7:00 PM

Council-Manager Briefings will be scheduled for 6:00 PM on these meeting dates if the need arises.

Financial Impact: None.

Rule Suspension Requested:

Emergency Provision Needed:



City Council Ordinance
Regular Meeting - October 11, 2022

Submitted by: Nathaniel Kaelin, Economic Development Manager
 Submitting Department: Development Services

Subject:

Northeast Area TIF District Addition

Legislation Title:

An Ordinance amending Ordinance 92-20 and declaring the improvements of additional property to be exempt from real property taxation; designating specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that one made will directly benefit, the existing parcels and the additional parcels for which improvement is declared to be a public purpose, requiring annual service payments in lieu of taxes; directing same to be deposited in to the Municipal Public Improvement Tax Increment Equivalent Fund; providing related authorizations pursuant to Ohio Revised Code Sections 5709.40(B), 5709.42, 5709.43 and 5709.85; and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

Background/Synopsis:

Approval of this ordinance would add additional parcels to the existing Tax Increment Financing (TIF) District known as the Northeast Area TIF District. The existing district boundaries generally follow the City of Fairfield Community Revitalization Area (CRA), encompassing non-residential properties along the Route 4 corridor and the industrial areas in the Northeast part of the city. The district is approximately 3,450 acres in size.

Two major land sites, known as the Morris Farm and Miller Farm West were not included in the current Northeast Area TIF District boundaries. Due to active development interest at both sites, city staff is recommending that additional parcels be added to the existing TIF District. Including Seward Road right-of-way and a contiguous portion of the Miami-to-Miami/Miami-Erie Canal Trail, the addition would encompass approximately 160 acres.

TIF Districts are a defined geographic area in which future increases in property tax revenues are collected and used to pay for public improvements that support and encourage new development, redevelopment, and private investment in that area. When a TIF District is created, the County Auditor calculates the total tax valuation of each property in the district. This is known as the "base value." Any increase in taxable value above the base value, which is usually the result of property improvements (e.g. building renovation or new construction) or general appreciation, is referred to as "incremental value." This incremental value is taxed in the same manner and rates as the base value, but rather than being distributed to the same taxing entity accounts, the revenues are

deposited into a TIF fund. These TIF funds can then be used to pay for public improvements within the district.

The Northeast Area TIF District ordinance was written to hold local school districts harmless, meaning that Fairfield City Schools and Butler Tech will continue to receive the same amount of revenue as each would without the creation of a TIF District.

The city originally established the Northeast Area TIF District in November 2020 to create a funding source to assist with new development and redevelopment of underperforming properties in the Route 4 corridor and industrial areas in the Northeast part of the city. Long-term public improvements could include streetscaping, roadway improvements, and the acquisition and demolition of obsolete or blighted properties to facilitate new development.

Financial Impact:

The addition of parcels to the Northeast Area TIF District will create additional long-term funding to encourage development and redevelopment in the Route 4 and Northeast industrial area of the city. Although property taxes from improvements will be redirected into the TIF fund, the city and all other local government entities receiving funding through property tax will continue to receive the same amount of property taxes based on the base value of properties within the TIF District. The long-term development and redevelopment of the TIF District area should also benefit future income and property tax revenues and job creation within the city.

Emergency Provision Explanation:

Emergency approval of the ordinance is requested to ensure that the County Auditor captures the base value of the additional parcels prior to development.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Northeast Area 40B TIF Addition Ordinance
2. TIF Ordinance - Northeast Area

**ORDINANCE NO. ____ - 22
(Northeast Area TIF Addition)**

AN ORDINANCE AMENDING ORDINANCE 92-20 AND DECLARING THE IMPROVEMENTS OF ADDITIONAL PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING SPECIFIC PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, OR IN THE PROCESS OF BEING MADE THAT DIRECTLY BENEFIT, OR THAT ONCE MADE WILL DIRECTLY BENEFIT, THE EXISTING PARCELS AND THE ADDITIONAL PARCELS FOR WHICH IMPROVEMENT IS DECLARED TO BE A PUBLIC PURPOSE, REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; DIRECTING SAME TO BE DEPOSITED INTO THE MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(B), 5709.42, 5709.43 AND 5709.85; AND DECLARING AN EMERGENCY.

WHEREAS, Sections 5709.40 through 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”) authorize the legislative authority of a municipal corporation, by ordinance, to declare the improvements to certain parcels of real property located within the municipal corporation to be a public purpose and exempt from real property taxation, require the owner of each parcel to make service payments in lieu of taxes, provide for the distribution of the applicable portion of such service payments to applicable school districts, establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of such service payments and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, the Fairfield City Council (“City Council”) by Ordinance No. 92-20 (“Original TIF Ordinance,” attached hereto as Exhibit B) adopted November 9, 2022, established the Northeast Area Tax Increment Financing District (“TIF District”) which included the real property described in Exhibit B of the Original TIF Ordinance (the “Property”) pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the real property described in Exhibit A hereto and incorporated herein by reference (the “Additional Property”) is located in the State of Ohio (the “State”), County of Butler (the “County”) and the City of Fairfield (the “City”), with each parcel of the Additional Property referred to herein as an “Additional Parcel” and collectively as the “Additional Parcels” (whether as presently appearing on the County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, the City, having the appropriate authority pursuant to Section 5709.40(B) of the Ohio Revised Code, desires to extend the boundaries of the TIF District to include the Additional Property; and

WHEREAS, the Additional Property is located in the Fairfield City School District (the “Fairfield School District”), and notice of this proposed ordinance has been delivered to the Board of Education of the Fairfield School District and the Board of Education of Butler Tech (“Butler Tech,” or together with the Fairfield School District, the “School Districts”) in accordance with and within the time periods prescribed in Sections 5709.40(D) and 5709.83 of the Ohio Revised Code; and

WHEREAS, an emergency exists in the usual daily operations of the City in that it is immediately necessary to approve this Ordinance for the preservation of the public peace, property, health, safety and welfare, that preservation being related to the need to proceed with the Public Infrastructure Improvements.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRFIELD, OHIO THAT:

SECTION 1. The Public Infrastructure Improvements described in the Original TIF Ordinance intended to be completed or caused to be completed are hereby designated as public infrastructure improvements that directly benefit, or once made, will directly benefit, the Additional Property and the Property.

SECTION 2. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, this Council hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each Additional Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “Improvement,” as defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from real property taxation for a period for a period commencing with tax year 2023 (for which the tax lien date is January 1, 2023 and for which taxes are payable in 2024) and ending for each such Additional Parcel the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.40, 5709.42 and 5709.43, the Original TIF Ordinance, and the this Ordinance. The real property tax exemptions set forth this section is referred to herein as the “TIF Exemptions”.

The TIF Exemptions granted pursuant to this Section 2 and the payment obligations established pursuant to Section 3 of this Ordinance shall be subject and subordinate to any tax exemption applicable to the Improvement pursuant to Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio Revised Code, including any Community Revitalization Area (“CRA”) exemptions.

SECTION 3. Subject to any tax exemption applicable to the Improvement pursuant to Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio Revised Code, including any CRA exemptions, and pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the owner of each Additional Parcel to make annual payments in lieu of taxes to the Butler County Treasurer (the

“County Treasurer”) on or before the final dates for payment of real property taxes. Each such payment (including interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation (the payments in lieu of tax, including and penalties and interest are referred to as the “Service Payments”). The County Treasurer shall remit all Service Payments to the City for deposit in the City of Fairfield Northeast Area Public Improvement Tax Increment Equivalent Fund that are not required to be distributed to the Fairfield School District, the Lakota School District and Butler Tech pursuant to Section 5. This Council hereby authorizes the City Manager, or other appropriate officers of the City to provide such information and certifications and execute and deliver, or accept delivery of, such instruments as are necessary and incidental to collect those service payments and to make such arrangements as are necessary and proper for payment of service payments. Any late payments shall be subject to penalty and bear interest at the then current rate established under section 323.121 and 5703.47 of the Ohio Revised Code, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time. The Service Payments shall be allocated and deposited by the City, in the same manner and in accordance with Sections 3, 4, and 5 of the Original TIF Ordinance.

No Owner shall be required for any tax year to both pay Service Payments with respect to an improvement and reimburse local tax authorities for the payment of real property taxes that would have been payable to local tax authorities had the improvement not been exempted from taxation pursuant to this Ordinance.

SECTION 4. This Council hereby authorizes the City Manager or other appropriate officers of the City to take such actions as are necessary or appropriate to implement the transactions contemplated by this ordinance, including the filing of one or more applications for exemption and any related forms in accordance with Section 5709.911 of the Ohio Revised Code.

SECTION 5. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Manager is hereby directed to deliver a copy of this ordinance to the Director if the Ohio Department of Development within fifteen (15) days after its effective date. Further, on or before March 31 of each year the TIF Exemption remains in effect, the City Manager or other authorized officer of the City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40(I) of the Ohio Revised Code.

SECTION 6. The City’s Tax Incentive Review Council (the “TIRC”) shall review annually all exemptions from taxation resulting from the declarations set forth in this ordinance and any other matters as may properly come before the TIRC, all in accordance with Section 5709.85 of the Ohio Revised Code.

SECTION 7. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open

meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

SECTION 8. This ordinance is hereby declared to be an emergency measure for the urgent benefit and protection of the City and its inhabitants in that it is immediately necessary to approve this ordinance for the preservation of the public peace, property, health, safety and welfare, that preservation being related to the need to proceed to with the Public Infrastructure Improvements that directly benefit the Property and Additional Property as soon as possible and without delay; wherefore, this ordinance shall take effect immediately upon its passage.

CITY COUNCIL FOR THE CITY OF FAIRFIELD, OHIO

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Approved as to content and form this _____ day of _____, 2022:

John Clemmons, Law Director

Attachment: Northeast Area 40B TIF Addition Ordinance (3327 : Northeast Area TIF District Addition)

EXHIBIT A to TIF Addition Ordinance

DESCRIPTION OF THE ADDITIONAL PROPERTY TO BE INCLUDED IN NORTHEAST AREA TIF

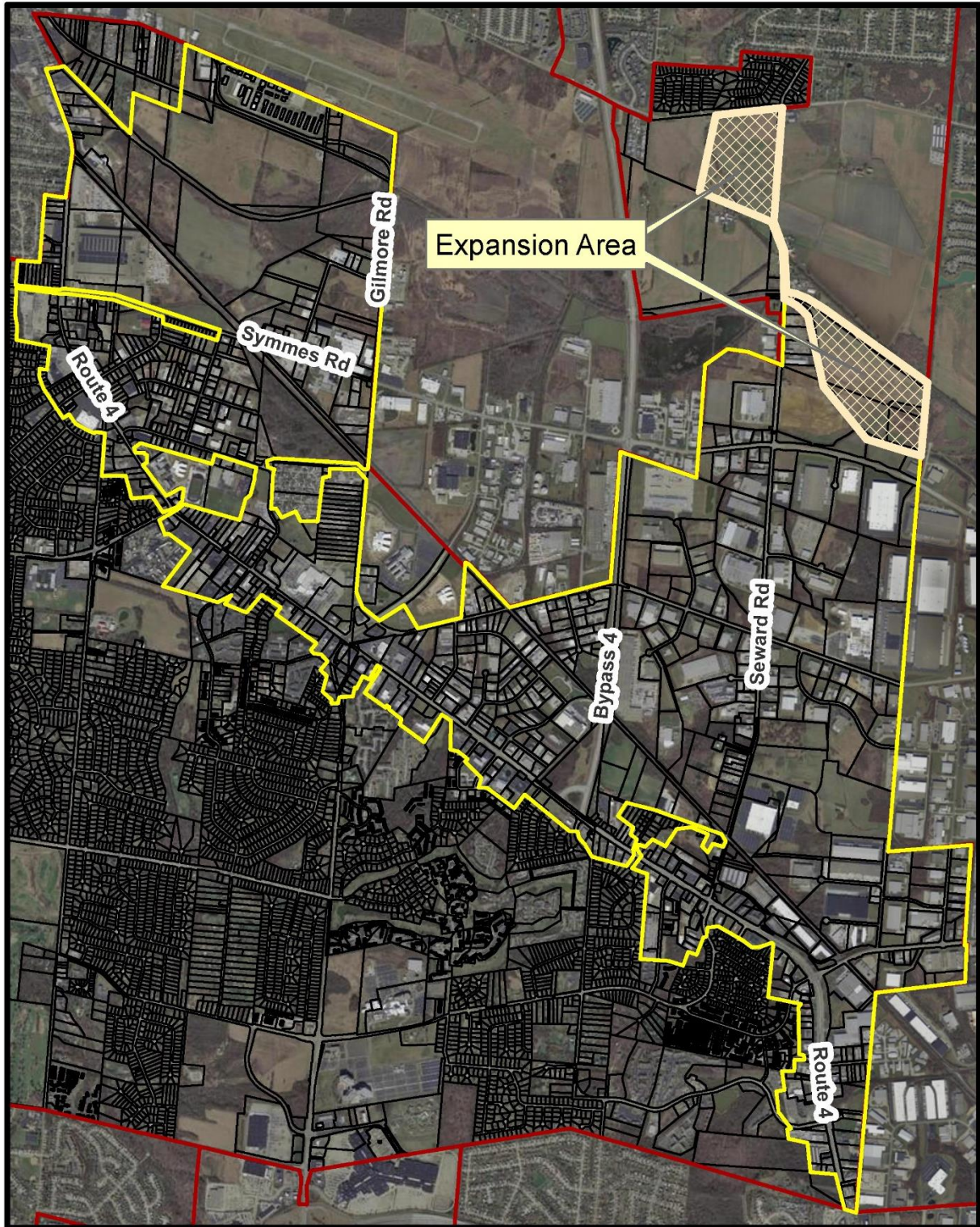
All of the Property described and depicted on the pages that follow which, at the effective date of adoption of this Ordinance, is located within the City of Fairfield, Butler County, Ohio and is understood to be designated as of the effective date of this ordinance by the parcel numbers set forth below; provided, however, in accordance with Section 5709.40(B) of the Ohio Revised Code, the Property does not include any Parcel used or to be used for residential purposes for as long as that Parcel is used or to be used for residential purposes:

Additional Parcels*

Parcel No.	Address, if applicable	Name/Description
A0700150000006	7995 Seward Road	Miller Farm West
A0700150000018	8250 Seward Road	Morris Farm
A0700150000019		Morris Farm
A0700151000010		Morris Farm
A0700151000011		Morris Farm
A0700150000016	8290 Seward Road	Miami 2 Miami Trail
A0700151000009		Miami 2 Miami Trail

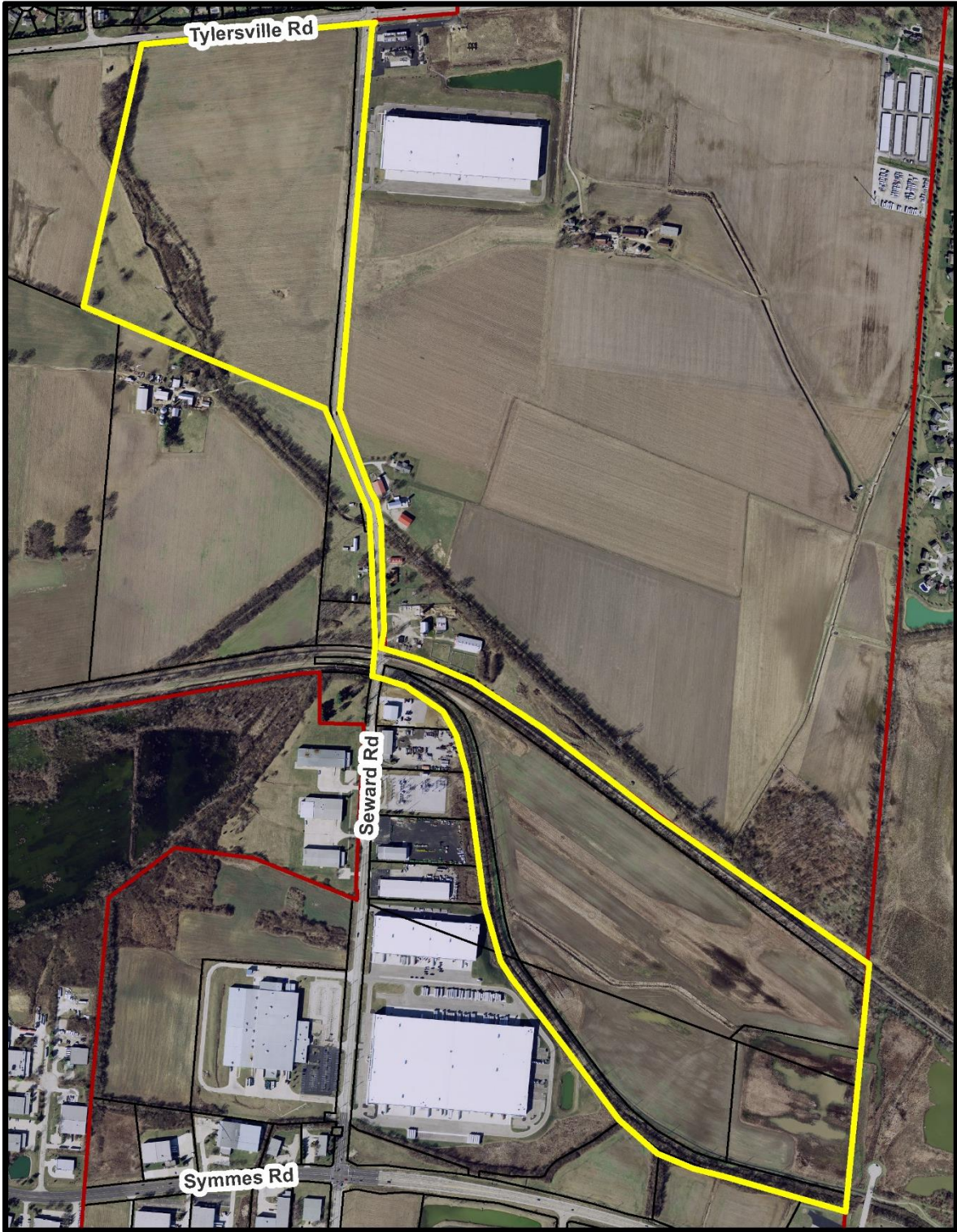
* The Parcel No.'s identified for the Additional Parcels are based on the existing Parcel No.'s as of August 1, 2022.

NORTHEAST AREA TIF DISTRICT with ADDITIONAL PARCELS HIGHLIGHTED



Attachment: Northeast Area 40B TIF Addition Ordinance (3327 : Northeast Area TIF District Addition)

NORTHEAST AREA TIF DISTRICT ADDITIONAL PARCELS



Attachment: Northeast Area 40B TIF Addition Ordinance (3327 : Northeast Area TIF District Addition)

EXHIBIT B to TIF Addition Ordinance
ORIGINAL TIF ORDINANCE

[attached]

Attachment: Northeast Area 40B TIF Addition Ordinance (3327 : Northeast Area TIF District Addition)

ORDINANCE NO. 92-20

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING SPECIFIC PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, OR IN THE PROCESS OF BEING MADE THAT DIRECTLY BENEFIT, OR THAT ONCE MADE WILL DIRECTLY BENEFIT, THE PARCELS FOR WHICH IMPROVEMENT IS DECLARED TO BE A PUBLIC PURPOSE; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40(B), 5709.42, 5709.43 AND 5709.85; AND DECLARING AN EMERGENCY.

WHEREAS, Sections 5709.40 through 5709.43 of the Ohio Revised Code (collectively, the "TIF Statutes") authorize the legislative authority of a municipal corporation, by ordinance, to declare the improvements to certain parcels of real property located within the municipal corporation to be a public purpose and exempt from real property taxation, require the owner of each parcel to make service payments in lieu of taxes, provide for the distribution of the applicable portion of such service payments to applicable school districts, establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of such service payments and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, the real property described in Exhibit A hereto and incorporated herein by reference (the "Property") is located in the State of Ohio (the "State"), County of Butler (the "County") and the City of Fairfield (the "City"), with each parcel of the Property referred to herein as a "Parcel" and collectively as the "Parcels" (whether as presently appearing on the County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the Improvement (as defined in Section 2 of this Ordinance) to each Parcel as permitted and provided in Section 5709.40(B) of the Ohio Revised Code for up to thirty (30) years and to simultaneously direct and require the current and future owner(s) of each Parcel (each such owner individually, an "Owner," and collectively, the "Owners") to make annual Service Payments (as defined in Section 3 of this Ordinance) in lieu of real property tax payments, in the same amount as they would have made real property tax payments except for the exemption provided by this Ordinance; provided that the tax increment financing ("TIF") exemption and the obligation to make Service Payments are subject and

subordinate to any tax exemption applicable to the Improvement pursuant to Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio Revised Code; and

WHEREAS, the City has determined that a portion of the Service Payments shall be paid directly to the School Districts (defined herein) pursuant to Section 5709.42 of the Ohio Revised Code in an amount equal to the real property taxes that the School Districts would have been paid if the Improvement to each Parcel located within the School Districts had not been exempted from real property taxation pursuant to this Ordinance; and

WHEREAS, each Parcel is located in either the Fairfield City School District (the "Fairfield School District") or the Lakota Local School District (the "Lakota School District"), and notice of this proposed Ordinance has been delivered to the Board of Education of the Fairfield School District, the Board of Education of the Lakota School District and the Board of Education of Butler Tech ("Butler Tech," or together with the Fairfield School District and the Lakota School District, the "School Districts") in accordance with and within the time periods prescribed in Sections 5709.40(D) and 5709.83 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 5709.43(A) of the Ohio Revised Code, this Council has determined to establish a municipal public improvement tax increment equivalent fund in which there shall be deposited the remaining Service Payments (*i.e.*, those Service Payments not paid directly to the School Districts) that are distributed to the City as provided in this Ordinance; and

WHEREAS, this Council has determined to designate the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") as Public Infrastructure Improvements made, to be made or in the process of being made by one or more of the Companies, the City or other Owners (as those terms are defined below) that directly benefit, or that once made will directly benefit, the Parcels; and

WHEREAS, AOZI-FAIRFIELD LAND, LLC and AOZI-FAIRFIELD OFFICE, LLC (collectively, the "Companies") are each current Owners of certain Parcels (collectively, the "Companies' Parcels") which are described and identified as the "Companies' Parcels" on Exhibit A; and

WHEREAS, this Council, by separate Ordinance No. 45-20, adopted June 25, 2020, authorized the execution of: (1) a Community Reinvestment Area Agreement by and among the City and AOZI-FAIRFIELD LAND, LLC (the "Land Site CRA Agreement"), and (2) a Community Reinvestment Area Agreement by and among the City and AOZI-FAIRFIELD OFFICE, LLC (the "Office Site CRA Agreement", or collectively with the Land Site CRA Agreement, the "CRA Agreements"); and

WHEREAS, the CRA Agreements were executed effective June 25, 2020, and provide exemptions pursuant to Section 3735.67 of the Ohio Revised Code (collectively, the "CRA Exemptions"):

WHEREAS, the TIF Exemptions, granted in this Ordinance, shall be subordinate and subject to the CRA Exemptions; and

WHEREAS, an emergency exists in the usual daily operations of the City in that it is immediately necessary to approve this Ordinance for the preservation of the public peace, property, health, safety and welfare, that preservation being related to the need to proceed to with the Public Infrastructure Improvements that directly benefit the Property immediately;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRFIELD, OHIO THAT:

SECTION 1. The Public Infrastructure Improvements described in Exhibit B attached hereto intended to be completed or caused to be completed by one or more of the Companies, the City or one or more other Owners, as applicable, are hereby designated as public infrastructure improvements that directly benefit, or once made, will directly benefit, the Property.

SECTION 2. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, this Council hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from real property taxation for a period:

(A) With respect to the Companies' Parcels for a period commencing on a Parcel-by-Parcel basis for each Parcel the earlier of (i) the first tax year for which there is an Improvement of at least \$175,000 (an increase in fair market value of \$500,000) for that Parcel, or (ii) tax year 2028 and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.40, 5709.42 and 5709.43 and the TIF Ordinance;

(B) With respect to those Parcels included among parcel numbers identified on Exhibit A as the "Additional Rolling TIF Parcels", for a period commencing on a Parcel-by-Parcel basis for each Parcel the earlier of (i) the first tax year for which there is an Improvement of at least \$35,000 (an increase in fair market value of \$100,000) for that Parcel, or (ii) tax year 2028 and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.40, 5709.42 and 5709.43 and the TIF Ordinance; and

(C) With respect to the remaining Parcels not subject to Section 2.A. or 2.B. above, for a period commencing with tax year 2021 (for which the tax lien date is January 1, 2021 and for which taxes are payable in 2022) and ending for each such Parcel the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.40, 5709.42 and 5709.43 and the TIF Ordinance.

The real property tax exemptions set forth in Sections 2.A., 2.B. and 2.C. are collectively referred to herein as the “TIF Exemptions”.

The TIF Exemptions granted pursuant to this Section 2 and the payment obligations established pursuant to Section 3 of this Ordinance shall be subject and subordinate to any tax exemption applicable to the Improvement pursuant to Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio Revised Code, including the CRA Exemptions.

SECTION 3. Subject to any tax exemption applicable to the Improvement pursuant to Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio Revised Code, including the CRA Exemptions, and pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the Owner of each Parcel to make annual payments in lieu of taxes to the Butler County Treasurer (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each such payment (including interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation (the payments in lieu of tax, including any penalties and interest, are referred to as the “Service Payments”). The County Treasurer shall remit all Service Payments to the City for deposit in the City of Fairfield Northeast Area Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”) established in Section 4 hereof that are not required to be distributed to the Fairfield School District, the Lakota School District and Butler Tech pursuant to Section 5. This Council hereby authorizes the City Manager, or other appropriate officers of the City to provide such information and certifications and execute and deliver, or accept delivery of, such instruments as are necessary and incidental to collect those Service Payments and to make such arrangements as are necessary and proper for payment of the Service Payments. Any late payments shall be subject to penalty and bear interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time. The Service Payments shall be allocated and deposited in accordance with Section 4 and Section 5 of this Ordinance.

No Owner shall be required for any tax year to both pay Service Payments with respect to an Improvement and reimburse local taxing authorities for the amount of real property taxes that would have been payable to local taxing authorities had the Improvement not been exempted from taxation pursuant to this Ordinance.

SECTION 4. This Council hereby establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the TIF Fund, into which shall be deposited all of the Service Payments distributed to the City with respect to the Improvement to the Property by or on behalf of the County Treasurer,

as provided in Section 5709.42 of the Ohio Revised Code. The TIF Fund shall be maintained in the custody of the City and shall receive the distributions to be made to the City pursuant to Section 5 of this Ordinance. Those Service Payments received by the City with respect to the Parcels and deposited in the TIF Fund pursuant to Sections 5709.42 and 5709.43 of the Ohio Revised Code are hereby appropriated and shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance, including but not limited to (a) if the County Treasurer does not proceed in accordance with Section 5, to make the payments set forth in Section 5 to the Fairfield School District, the Lakota School District and Butler Tech, (b) paying all reasonable, ordinary and customary costs of undertaking the Public Infrastructure Improvements, (c) as security for and to pay the costs of issuance and interest on and principal of any bonds or notes issued in order to finance the Public Infrastructure Improvements, (d) paying all costs enumerated in Section 133.15(B) of the Ohio Revised Code, and (e) to the City to be utilized at its discretion for any purpose permitted by the TIF Statutes and applicable law. The TIF Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which time such TIF Fund shall be dissolved and any surplus funds remaining therein transferred to the City's general fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

SECTION 5. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments as follows:

- (i) to the Fairfield School District, an amount equal to the amount that the Fairfield School District would otherwise have received as real property tax payments derived from the Improvement to the Parcels located within the Fairfield School District if the Improvement had not been exempt from taxation pursuant to this Ordinance; and
- (ii) to the Lakota School District, an amount equal to the amount that the Lakota School District would otherwise have received as real property tax payments derived from the Improvement to the Parcels located within the Lakota School District if the Improvement had not been exempt from taxation pursuant to this Ordinance; and
- (iii) to Butler Tech, an amount equal to the amount that Butler Tech would otherwise have received as real property tax payments derived from the Improvement to the Parcels located within Butler Tech if the Improvement had not been exempt from taxation pursuant to this Ordinance; and
- (iv) to the City, all remaining amounts for further deposit into the TIF Fund.

All distributions required under this Section 5 are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 6. This Council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance as Public Infrastructure Improvements, as public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 7. This Council hereby authorizes the City Manager or other appropriate officers of the City to take such actions as are necessary or appropriate to implement the transactions contemplated by this Ordinance, including the filing of one or more applications for exemption and any related forms in accordance with Section 5709.911 of the Ohio Revised Code.

SECTION 8. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Manager is hereby directed to deliver a copy of this Ordinance to the Ohio Development Services Agency within fifteen (15) days after its effective date. Further, on or before March 31 of each year the TIF Exemption remains in effect, the City Manager or other authorized officer of the City shall prepare and submit to the Director of the Ohio Development Services Agency the status report required under Section 5709.40(I) of the Ohio Revised Code.

SECTION 9. The City's Tax Incentive Review Council (the "TIRC") shall review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other matters as may properly come before the TIRC, all in accordance with Section 5709.85 of the Ohio Revised Code.

SECTION 10. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

SECTION 11. This Ordinance is hereby declared to be an emergency measure for the urgent benefit and protection of the City and its inhabitants in that it is immediately necessary to approve this Ordinance for the preservation of the public peace, property, health, safety and welfare, that preservation being related to the need to proceed to with the Public Infrastructure Improvements that directly benefit the Property as soon as possible and without delay; wherefore, this Ordinance shall take effect immediately upon its passage.

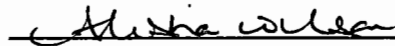
CITY COUNCIL FOR THE CITY OF FAIRFIELD, OHIO

Passed 11/9/20

Mayor's Approval

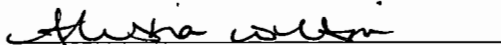
Posted 11/19/20First Reading 11/9/20Rules Suspended 11/9/20Second Reading —Emergency 11/9/20Third Reading —

ATTEST:



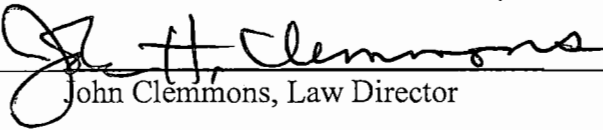
Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.



Clerk of Council

Approved as to content and form this 9th day of NOVEMBER, 2020:



John Clemmons, Law Director

EXHIBIT A to TIF Ordinance

DESCRIPTION OF THE PROPERTY TO BE INCLUDED IN TIF ESTABLISHED BY ORDINANCE NO. 2020- 92 .

All of the Property described and depicted on the pages that follow which, at the effective date of adoption of this Ordinance, is located within the City of Fairfield, Butler County, Ohio and is understood to be designated as of the effective date of this Ordinance by the parcel numbers set forth below; provided, however, in accordance with Section 5709.40(B) of the Ohio Revised Code, the Property does not include any Parcel used or to be used for residential purposes for as long as that Parcel is used or to be used for residential purposes:

Companies' Parcels* (Section 2.A.)

<u>Parcel No.</u>	<u>Location</u>	<u>Name/Description</u>
A0700183000006	DISTRIBUTION CIR	Companies' Parcels
A0700229000009	9250 SEWARD RD	Companies' Parcels
A0700015000040	9450 SEWARD RD	Companies' Parcels
A0700015000041	SEWARD RD	Companies' Parcels
A0700015000042	9450 SEWARD RD	Companies' Parcels
A0700015000051	9250 SEWARD RD	Companies' Parcels
A0700183000003	370 DISTRIBUTION DR	Companies' Parcels

* The Parcel No.'s identified for the Companies' Parcels are based on the existing Parcel No.'s as of October 7, 2020. These Parcel No.'s may change once a replat of the Companies' Parcels occurs.

Additional Rolling TIF Parcels (Section 2.B.)

<u>Parcel No.</u>	<u>Location</u>	<u>Name/Description</u>
A0700004000092	N. Gilmore Rd	Butler County Airport Land
A0700004000114	1103 Tedia Way	Debbie Symmes Industrial Park
A0700004000113	1103 Tedia Way	Debbie Symmes Industrial Park
A0700006000160	Busway Lane	CSX Property
A0700032000014	4670 Dixie Hwy	Budget Inn Redevelopment
A0700014000038	Dixie Hwy & Bypass 4	ODOT Property
A0700151000077	8551 Seward Road	Seward Pointe
A0700151000070	Port Union & Bypass 4	Fairfield Commerce Center
A0700151000072	3710 Port Union Rd	Fairfield Commerce Center
A0700151000027	3750 Port Union Rd	Fairfield Commerce Center
A0700151000073	525 Quality Blvd	Fairfield Commerce Center
A0700151000014	3820 Port Union Rd	Fairfield Commerce Center
A0700151000013	Commerce Center Dr	Fairfield Commerce Center
A0700187000003	9301 Seward Rd	Stockton Area Land Rear
A0700186000004	9391 Seward Rd	Stockton Area Land Rear
A0700186000005	9381 Seward Rd	Stockton Area Land Front
A0700186000003	9411 Seward Rd	Stockton Area Land Front
A0700186000002	9431 Seward Rd	Stockton Area Land Front
A0700186000001	9451 Seward Rd	Stockton Area Land Front
A0700016000045	7100 Dixie Hwy	Pease/Honeymoon Frontage

Attachment: TIF Ordinance - Northeast Area (3327 : Northeast Area TIF District Addition)

Remaining Parcels in TIF (Section 2.C.)

Northeast Area TIF Non-Rolling Parcels	
<u>Parcel No.</u>	<u>Location</u>
A0700003000008	3220 DIXIE HWY
A0700003000009	3250 DIXIE HWY
A0700003000010	3660 DIXIE HWY
A0700003000011	3700 DIXIE HWY
A0700003000012	3700 DIXIE HWY
A0700003000013	3700 DIXIE HWY
A0700003000014	3800 DIXIE HWY
A0700003000015	4400 DIXIE HWY
A0700003000024	3222 DIXIE HWY
A0700003000025	3220 DIXIE HWY
A0700003000026	3400 DIXIE HWY
A0700003000027	3660 DIXIE HWY
A0700003000028	DIXIE HWY
A0700003000029	3256 DIXIE HWY
A0700003000030	DIXIE HWY
A0700003000035	4400 DIXIE HWY
A0700004000001	7951 GILMORE RD
A0700004000007	4400 DIXIE HWY
A0700004000008	3700 DIXIE HWY
A0700004000009	RAMONA LN
A0700004000012	BOBMEYER RD
A0700004000014	SYMMES RD
A0700004000015	IVY LN
A0700004000016	BOBMEYER RD
A0700004000017	2841 BOBMEYER RD
A0700004000018	BOBMEYER RD
A0700004000019	BOBMEYER RD
A0700004000022	2716 SYMMES RD
A0700004000023	2700 SYMMES RD
A0700004000023	2710 SYMMES RD

A0700004000024	2720 SYMMES RD
A0700004000028	2904 SYMMES RD
A0700004000029	2904 SYMMES RD
A0700004000030	SYMMES RD
A0700004000031	SYMMES RD
A0700004000032	7995 GILMORE RD
A0700004000033	2951 BOBMEYER RD
A0700004000034	2930 SYMMES RD
A0700004000039	GILMORE RD
A0700004000040	SYMMES RD
A0700004000041	BOBMEYER RD
A0700004000042	BOBMEYER RD
A0700004000044	BOBMEYER RD
A0700004000045	BOBMEYER RD
A0700004000046	BOBMEYER RD
A0700004000047	BOBMEYER RD
A0700004000048	BOBMEYER RD
A0700004000052	2904 SYMMES RD
A0700004000053	2904 SYMMES RD
A0700004000056	
A0700004000057	
A0700004000059	1000 TEDIA WAY
A0700004000060	8251 GILMORE RD
A0700004000061	7975 N GILMORE RD
A0700004000062	7975 GILMORE RD
A0700004000063	BOBMEYER RD
A0700004000064	BOBMEYER
A0700004000065	BOBMEYER RD
A0700004000066	AIRPORT RD
A0700004000067	AIRPORT RD
A0700004000068	AIRPORT RD
A0700004000069	AIRPORT RD
A0700004000070	AIRPORT RD
A0700004000071	AIRPORT RD
A0700004000072	AIRPORT RD E
A0700004000073	AIRPORT RD
A0700004000074	AIRPORT RD
A0700004000075	AIRPORT RD
A0700004000076	AIRPORT RD
A0700004000077	AIRPORT RD
A0700004000078	AIRPORT RD

A0700004000079	AIRPORT RD E
A0700004000080	AIRPORT RD
A0700004000081	AIRPORT RD
A0700004000082	AIRPORT RD
A0700004000083	AIRPORT RD
A0700004000084	AIRPORT RD
A0700004000085	AIRPORT RD
A0700004000086	AIRPORT RD
A0700004000087	AIRPORT RD
A0700004000088	GILMORE RD
A0700004000089	N GILMORE RD
A0700004000090	N GILMORE RD
A0700004000091	AIRPORT RD
A0700004000093	N GILMORE RD
A0700004000096	1071 TEDIA WAY
A0700004000098	2820 BOBMEYER RD
A0700004000099	AIRPORT RD
A0700004000104	AIRPORT RD
A0700004000107	1041 TEDIA WAY
A0700004000108	1055 TEDIA WAY
A0700004000115	1087 TEDIA WAY
A0700004000116	1031 TEDIA WAY
A0700004000118	SYMMES RD
A0700004000119	1011 TEDIA WAY
A0700004000120	E AIRPORT RD C11
A0700004000121	E AIRPORT RD
A0700004000123	2038 BOHLKE BLVD
A0700004000124	2028 BOHLKE BLVD
A0700004000125	2020 BOHLKE BLVD
A0700004000126	1021 TEDIA WAY
A0700004000127	2701 BOBMEYER RD
A0700004000128	E AIRPORT RD C10
A0700004000129	2820 BOBMEYER RD
A0700004000132	2741 BOBMEYER RD
A0700004000133	2741 BOBMEYER RD
A0700004000134	2820 BOBMEYER RD
A0700004000135	2820 BOBMEYER RD
A0700004000136	2052 BOHLKE BLVD
A0700004000137	4400 DIXIE HWY
A0700004000138	1031 TEDIA WAY
A0700005000005	DIXIE HWY

A0700005000006	PORT UNION RD
A0700005000011	3350 PORT UNION RD
A0700005000013	3330 PORT UNION RD
A0700005000017	3324 PORT UNION RD
A0700005000020	8811 HOLDEN BLVD
A0700005000022	PORT UNION RD
A0700005000023	8750 HOLDEN BLVD
A0700005000027	3300 PORT UNION RD
A0700005000028	3280 PORT UNION RD
A0700006000001	8407 SYMMES RD
A0700006000002	8525 GILMORE RD
A0700006000003	2923 SYMMES RD
A0700006000004	SYMMES RD
A0700006000009	8671 GILMORE RD
A0700006000010	8671 GILMORE RD
A0700006000011	8681 GILMORE RD
A0700006000012	8691 N GILMORE RD
A0700006000013	8701 N GILMORE RD
A0700006000014	8721 N GILMORE RD
A0700006000015	8731 GILMORE RD
A0700006000016	8741 GILMORE RD
A0700006000017	8751 GILMORE RD
A0700006000018	8761 GILMORE RD
A0700006000019	8771 N GILMORE RD
A0700006000020	8781 GILMORE RD
A0700006000021	8791 GILMORE RD
A0700006000022	8801 GILMORE RD
A0700006000023	8821 GILMORE RD
A0700006000033	5310 DIXIE HWY
A0700006000034	5300 DIXIE HWY
A0700006000035	5300 DIXIE HWY
A0700006000036	5300 DIXIE HWY
A0700006000037	5274 DIXIE HWY
A0700006000039	5250 DIXIE HWY
A0700006000040	5240 DIXIE HWY
A0700006000041	5240 DIXIE HWY
A0700006000042	5218 DIXIE HWY
A0700006000045	5190 DIXIE HWY
A0700006000046	5200 DIXIE HWY
A0700006000047	5166 DIXIE HWY
A0700006000048	5140 DIXIE HWY

A0700006000049	5120 DIXIE HWY
A0700006000052	5381 DIXIE HWY
A0700006000053	5381 DIXIE HWY
A0700006000054	5369 DIXIE HWY
A0700006000055	5079 CAMELOT DR
A0700006000056	5251 DIXIE HWY
A0700006000057	5181 DIXIE HWY
A0700006000077	4990 WINTON RD
A0700006000078	4925 DIXIE HWY
A0700006000079	4885 DIXIE HWY
A0700006000080	4871 DIXIE HWY
A0700006000081	4907 DIXIE HWY
A0700006000082	4915 DIXIE HWY
A0700006000083	4991 DIXIE HWY
A0700006000084	5021 DIXIE HWY
A0700006000085	5701 DIXIE HWY
A0700006000086	4951 DIXIE HWY
A0700006000087	4950 DIXIE HWY
A0700006000091	5300 DIXIE HWY
A0700006000092	5300 DIXIE HWY
A0700006000094	5467 DIXIE HWY
A0700006000099	5575 DIXIE HWY
A0700006000100	SYMMES RD
A0700006000102	5489 DIXIE HWY
A0700006000104	1233 SYMMES RD
A0700006000105	1233 SYMMES RD
A0700006000106	5191 DIXIE HWY
A0700006000107	1211 SYMMES RD
A0700006000109	5099 CAMELOT DR
A0700006000111	2727 SYMMES RD
A0700006000125	8686 MICHAEL LN
A0700006000126	1425 NILLES RD
A0700006000127	1242 HICKS BLVD
A0700006000128	8686 MICHAEL LN
A0700006000129	SYMMES RD
A0700006000137	8587 MICHAEL LN
A0700006000140	2933 SYMMES RD
A0700006000141	5251 DIXIE HWY
A0700006000142	5200 CAMELOT DR
A0700006000146	2975 SYMMES RD
A0700006000148	5221 DIXIE HWY

A0700006000149	2989 SYMMES RD
A0700006000151	5251 DIXIE HWY
A0700006000152	258 DONALD DR
A0700006000153	258 DONALD DR
A0700006000154	258 DONALD DR
A0700006000155	258 DONALD DR
A0700006000156	5201 DIXIE HWY
A0700006000157	5209 DIXIE HWY
A0700006000159	8555 GILMORE RD
A0700006000161	SYMMES RD
A0700006000162	5367 DIXIE HWY
A0700006000163	2933 SYMMES RD
A0700006000165	5353 DIXIE HWY
A0700006000166	5363 DIXIE HWY
A0700006000170	DIXIE HWY
A0700006000176	DIXIE HWY
A0700006000177	4976 WINTON RD
A0700006000179	5369 DIXIE HWY
A0700006000180	5264 DIXIE HWY
A0700006000190	5120 DIXIE HWY
A0700006000193	DIXIE HWY
A0700006000195	2989 SYMMES RD
A0700006000196	5210 DIXIE HWY
A0700006000200	5031 DIXIE HWY
A0700006000201	5071 DIXIE HWY
A0700006000205	SYMMES RD
A0700006000207	MICHAEL LN
A0700006000208	MICHAEL LN
A0700006000209	MICHAEL LN
A0700006000210	5059 CAMELOT DR
A0700006000211	DIXIE
A0700006000212	DIXIE
A0700006000213	DIXIE
A0700006000214	DIXIE
A0700006000215	5260 DIXIE HWY
A0700006000216	SYMMES RD
A0700006000218	GILMORE RD
A0700006000224	8657 N GILMORE RD
A0700006000229	5000 DIXIE HWY
A0700006000231	MICHAEL LN
A0700006000232	MICHAEL LN

A0700006000239	5390 DIXIE HWY
A0700006000240	1249 SYMMES RD
A0700006000245	4952 WINTON RD
A0700006000247	DIXIE HWY
A0700006000248	4962 WINTON RD
A0700006000249	4916 WINTON RD
A0700006000250	5440 DIXIE HWY
A0700007000001	4675 DIXIE HWY
A0700007000008	4845 DIXIE HWY
A0700013000001	5260 GILMORE RD
A0700013000002	S GILMORE RD
A0700013000026	5467 DIXIE HWY
A0700013000027	5575 DIXIE HWY
A0700013000029	5489 DIXIE HWY
A0700013000030	DIXIE HWY
A0700013000034	5595 DIXIE HWY
A0700013000050	PARKLAND HILLS DR
A0700013000051	GILMORE RD
A0700013000052	GILMORE RD
A0700013000057	GILMORE RD
A0700013000072	5331 S GILMORE RD
A0700013000073	5323 S GILMORE RD
A0700013000075	DIXIE HWY
A0700013000076	5323 S GILMORE RD
A0700013000077	5260 GILMORE RD
A0700013000078	5575 DIXIE HWY
A0700013000079	DIXIE HWY
A0700014000003	DIXIE HWY
A0700014000004	6390 DIXIE HWY
A0700014000005	6390 DIXIE HWY
A0700014000006	6390 DIXIE HWY
A0700014000007	6369 DIXIE HWY
A0700014000015	5701 DIXIE HWY
A0700014000016	5665 DIXIE HWY
A0700014000017	5595 GILMORE RD
A0700014000018	5726 DIXIE HWY
A0700014000023	5846 DIXIE HWY
A0700014000024	6001 DIXIE HWY
A0700014000025	5910 DIXIE HWY
A0700014000026	DIXIE HWY
A0700014000030	3033 PORT UNION RD

A0700014000033	3535 PORT UNION RD
A0700014000036	6001 DIXIE HWY
A0700014000037	DIXIE HWY
A0700014000042	DIXIE HWY
A0700014000043	DIXIE HWY
A0700014000044	DIXIE HWY
A0700014000045	BYPASS 4
A0700014000048	5801 DIXIE HWY
A0700014000049	DIXIE HWY
A0700014000050	5739 DIXIE HWY
A0700014000056	GILMORE RD
A0700014000063	6195 DIXIE HWY
A0700014000064	6151 DIXIE HWY
A0700014000069	6195 DIXIE HWY
A0700014000088	3220 HOMEWARD WAY
A0700014000089	3220 PROFIT DR
A0700014000094	3215 PROFIT DR
A0700014000098	3195 PROFIT DR
A0700014000102	3210 HOMEWARD WAY
A0700014000103	3206 PROFIT DR
A0700014000104	3190 PROFIT DR
A0700014000105	3175 PROFIT DR
A0700014000108	3200 PROFIT DR
A0700014000109	3262 ROESCH BLVD
A0700014000113	3155 HOMEWARD WAY
A0700014000119	3191 PROFIT DR
A0700014000120	3185 PROFIT DR
A0700014000121	3255 PROFIT DR
A0700014000124	2 CINCHRIS DR
A0700014000126	DIXIE HWY
A0700014000127	3110 HOMEWARD WAY
A0700014000128	17 CINCHRIS DR
A0700014000131	ROSS RD
A0700014000132	6355 DIXIE HWY
A0700014000135	6369 DIXIE HWY
A0700014000136	1 CINCHRIS DR
A0700014000137	5829 DIXIE HWY
A0700014000138	3200 PROFIT DR
A0700014000139	6347 DIXIE HWY
A0700014000140	3210 PROFIT DR
A0700014000143	5815 DIXIE HWY

A0700014000144	DIXIE HWY
A0700014000145	DIXIE HWY
A0700014000146	DIXIE HWY
A0700014000150	5726 DIXIE HWY
A0700014000151	5816 DIXIE HWY
A0700014000152	3065 PORT UNION RD
A0700014000153	PORT UNION RD
A0700014000154	3235 CUNAGIN DR
A0700014000155	3225 PROFIT DR
A0700014000156	3235 PROFIT DR
A0700014000157	GILMORE RD
A0700014000159	3239 PROFIT DR
A0700014000160	3245 PROFIT DR
A0700014000161	5901 DIXIE HWY
A0700014000162	5901 DIXIE HWY
A0700014000163	5901 DIXIE HWY
A0700015000001	9476 SEWARD RD
A0700015000002	9510 SEWARD RD
A0700015000003	FAIRFIELD BUSINESS DR
A0700015000004	9510 SEWARD RD
A0700015000005	9514 SEWARD RD
A0700015000009	
A0700015000010	9481 STOCKTON RD
A0700015000011	9650 STOCKTON RD
A0700015000012	6570 SOSNA DR
A0700015000015	6577 DIXIE HWY
A0700015000017	638 ROSS RD
A0700015000020	6416 DIXIE HWY
A0700015000021	6416 DIXIE HWY
A0700015000022	6400 DIXIE HWY
A0700015000023	STOCKTON RD
A0700015000024	DIXIE HWY
A0700015000025	6509 DIXIE HWY
A0700015000032	6477 DIXIE HWY
A0700015000033	9291 SEWARD RD
A0700015000034	9291 SEWARD RD
A0700015000035	BYPASS 4
A0700015000036	BYPASS 4
A0700015000037	BYPASS 4
A0700015000038	STOCKTON RD
A0700015000043	6640 DIXIE HWY

A0700015000044	6550 DIXIE HWY
A0700015000046	6500 STOCKTON RD
A0700015000047	STOCKTON RD
A0700015000048	6600 STOCKTON RD
A0700015000050	BYPASS 4
A0700015000052	6600 DIXIE HWY
A0700015000053	6560 DIXIE HWY
A0700015000054	6586 DIXIE HWY
A0700015000059	4180 THUNDERBIRD LN
A0700015000060	6435 DIXIE HWY
A0700015000061	6419 DIXIE HWY
A0700015000062	STOCKTON RD
A0700015000063	SEWARD RD
A0700015000064	SEWARD RD
A0700015000065	SEWARD RD
A0700015000066	
A0700015000067	
A0700015000068	SEWARD RD
A0700015000069	
A0700015000070	
A0700015000071	SEWARD RD
A0700015000072	SEWARD RD
A0700015000074	7000 FAIRFIELD BUSINESS DR
A0700015000075	6880 FAIRFIELD BUSINESS DR
A0700015000076	STOCKTON RD
A0700015000079	6838 FAIRFIELD BUSINESS DR
A0700015000080	6700 FAIRFIELD BUSINESS DR
A0700015000081	6510 SOSNA DR
A0700015000083	OSBORNE DR
A0700015000085	SEWARD RD
A0700015000086	6900 FAIRFIELD BUSINESS DR
A0700015000087	6785 FAIRFIELD BUSINESS DR
A0700015000088	270 OSBORNE DR
A0700015000090	9250 SEWARD RD
A0700015000091	SEWARD RD
A0700015000092	6755 FAIRFIELD BUSINESS DR
A0700015000093	9580 SEWARD RD
A0700015000094	201 CONSTITUTION DR
A0700015000096	6725 FAIRFIELD BUSINESS DR
A0700015000097	6705 FAIRFIELD BUSINESS DR
A0700015000098	260 OSBORNE DR

A0700016000002	4175 MUHLHAUSER RD
A0700016000003	7270 DIXIE HWY
A0700016000004	7250 DIXIE HWY
A0700016000005	7300 DIXIE HWY
A0700016000006	7300 DIXIE HWY
A0700016000007	7350 DIXIE HWY
A0700016000008	7350 DIXIE HWY
A0700016000009	7350 DIXIE HWY
A0700016000011	7373 DIXIE HWY
A0700016000012	WOODRIDGE BLVD
A0700016000028	6695 DIXIE HWY
A0700016000030	6760 DIXIE HWY
A0700016000032	WOODRIDGE BLVD
A0700016000033	6687 DIXIE HWY
A0700016000034	7504 DIXIE HWY
A0700016000035	7500 DIXIE HWY
A0700016000036	DIXIE HWY
A0700016000037	7350 DIXIE HWY
A0700016000040	DIXIE HWY
A0700016000041	DIXIE HWY
A0700016000042	DIXIE HWY
A0700016000043	7350 DIXIE HWY
A0700016000044	DIXIE HWY
A0700016000049	7363 DIXIE HWY
A0700016000050	7350 DIXIE HWY
A0700016000051	7383 DIXIE HWY
A0700016000052	7393 DIXIE HWY
A0700016000053	6975 DIXIE HWY
A0700016000054	7209 DIXIE HWY
A0700016000055	7199 DIXIE HWY
A0700016000057	7341 DIXIE HWY
A0700016000058	7270 DIXIE HWY
A0700016000060	7371 DIXIE HWY C
A0700016000061	6679 DIXIE HWY
A0700016000062	5900 BOYMEL DR
A0700016000066	6975 DIXIE HWY
A0700016000067	700 COMMERCIAL DR
A0700016000070	5974 BOYMEL DR
A0700016000073	7245 DIXIE HWY
A0700016000074	5800 BOYMEL DR
A0700016000075	7285 DIXIE HWY

A0700016000078	7219 DIXIE HWY
A0700016000079	7321 DIXIE HWY
A0700016000080	7321 WOODRIDGE BLVD
A0700016000081	7255 DIXIE HWY
A0700016000082	7219 DIXIE HWY
A0700016000084	7500 DIXIE HWY
A0700016000086	7311 DIXIE HWY
A0700016000090	6701 DIXIE HWY
A0700016000094	6735 DIXIE HWY
A0700016000106	COMMERCIAL DR
A0700016000107	6641 DIXIE HWY
A0700016000108	5950 BOYMEL DR
A0700016000110	FAIRFIELD BUSINESS DR
A0700016000111	9651 SEWARD RD
A0700016000113	6900 FAIRFIELD BUSINESS DR
A0700016000114	6785 FAIRFIELD BUSINESS DR
A0700016000115	6625 DIXIE HWY
A0700016000116	7371 DIXIE HWY
A0700016000117	5957 BOYMEL DR
A0700016000118	400 COMMERCIAL DR
A0700016000122	5951 BOYMEL DR
A0700016000123	
A0700016000124	7100 DIXIE HWY
A0700016000124	
A0700016000128	DIXIE HWY
A0700016000129	5975 BOYMEL DR
A0700016000133	7042 FAIRFIELD BUSINESS DR
A0700016000134	7000 FAIRFIELD BUSINESS DR
A0700016000135	6880 FAIRFIELD BUSINESS DR
A0700016000138	6785 FAIRFIELD BUSINESS DR
A0700016000139	DIXIE HWY
A0700016000141	
A0700016000143	6755 FAIRFIELD BUSINESS DR
A0700016000151	7200 DIXIE HWY
A0700016000152	7300 DIXIE HWY
A0700016000153	5982 BOYMEL DR
A0700016000156	7350 DIXIE HWY
A0700016000157	5958 BOYMEL DR
A0700025000001	4545 DIXIE HWY
A0700025000002	4551 DIXIE HWY
A0700025000003	4551 DIXIE HWY

A0700025000004	4565 DIXIE HWY
A0700025000005	4573 DIXIE HWY
A0700025000006	4577 DIXIE HWY
A0700025000007	4597 DIXIE HWY
A0700025000008	SYMMES RD
A0700025000009	1066 SYMMES RD
A0700025000010	1058 SYMMES RD
A0700025000011	1050 SYMMES RD
A0700025000012	1040 SYMMES RD
A0700025000013	1030 SYMMES RD
A0700025000014	1020 SYMMES RD
A0700025000015	1020 SYMMES RD
A0700025000016	1020 SYMMES RD
A0700025000017	120 SYMMES RD
A0700025000018	1000 SYMMES RD
A0700027000001	1382 HICKS BLVD
A0700027000002	1382 HICKS BLVD
A0700027000012	1286 HICKS BLVD
A0700027000013	1286 HICKS BLVD
A0700027000014	1280 HICKS BLVD
A0700027000015	1260 HICKS BLVD
A0700027000016	1267 HICKS BLVD
A0700027000017	1277 HICKS BLVD
A0700027000018	1287 HICKS BLVD
A0700027000019	1295 HICKS BLVD
A0700027000020	4794 FACTORY DR
A0700027000021	4842 FACTORY DR
A0700027000022	4854 FACTORY DR
A0700027000025	4886 FACTORY DR
A0700027000026	4896 FACTORY DR
A0700027000027	4906 FACTORY DR
A0700027000028	1305 HICKS BLVD
A0700027000032	1367 HICKS BLVD
A0700027000033	1367 HICKS BLVD
A0700027000034	1367 HICKS BLVD
A0700027000035	1370 HICKS BLVD
A0700027000036	1354 HICKS BLVD
A0700027000037	1338 HICKS BLVD
A0700027000038	1320 HICKS BLVD
A0700027000039	1304 HICKS BLVD
A0700027000040	1382 HICKS BLVD

A0700027000041	1311 HICKS BLVD
A0700027000042	1319 HICKS BLVD
A0700027000043	1341 HICKS BLVD
A0700027000044	1357 VETERAN DR
A0700027000045	1369 VETERAN DR
A0700027000046	4866 FACTORY DR
A0700028000001	8731 MICHAEL LN
A0700028000002	8741 MICHAEL LN
A0700028000003	8751 MICHAEL LN
A0700028000004	8761 MICHAEL LN
A0700028000005	8781 MICHAEL LN
A0700028000006	8791 MICHAEL LN
A0700028000007	5330 DIXIE HWY
A0700028000016	5370 DIXIE HWY
A0700028000019	8750 MICHAEL LN
A0700028000020	8740 MICHAEL LN
A0700029000012	5590 DIXIE HWY
A0700029000030	5540 DIXIE HWY
A0700029000031	5540 DIXIE HWY
A0700029000042	5470 DIXIE HWY
A0700030000001	5401 DIXIE HWY
A0700030000002	5405 DIXIE HWY
A0700030000023	5415 DIXIE HWY
A0700030000023	5413 DIXIE HWY
A0700030000024	5443 DIXIE HWY
A0700030000025	5449 DIXIE HWY
A0700030000026	5467 DIXIE HWY
A0700030000030	5152 BOEHM DR
A0700030000031	5389 DIXIE HWY
A0700030000032	5389 DIXIE HWY
A0700030000033	5385 DIXIE HWY
A0700031000010	5117 DIXIE HWY
A0700031000025	5117 DIXIE HWY
A0700031000026	5141 DIXIE HWY
A0700031000027	5141 NILLES RD
A0700031000028	5102 DIXIE HWY
A0700031000029	5072 DIXIE HWY
A0700031000030	1520 STADIUM DR
A0700031000040	DIXIE HWY
A0700031000041	5161 DIXIE HWY
A0700031000042	DIXIE HWY

A0700032000002	4646 DIXIE HWY
A0700032000003	3885 SYMMES RD
A0700032000004	1131 SYMMES RD
A0700032000005	1135 SYMMES RD
A0700032000006	1145 SYMMES RD
A0700032000008	BACH LN
A0700032000009	1181 SYMMES RD
A0700032000010	1185 SYMMES RD
A0700032000011	BACH LN
A0700032000012	4730 DIXIE HWY
A0700032000013	1125 SYMMES RD
A0700032000015	4670 DIXIE HWY
A0700032000016	4670 DIXIE HWY
A0700032000017	4674 DIXIE HWY
A0700032000018	4674 DIXIE HWY
A0700032000019	4600 DIXIE HWY
A0700032000020	4696 DIXIE HWY
A0700032000021	4647 DIXIE HWY
A0700032000022	BACH LN
A0700032000023	4641 BACH LN
A0700032000024	4641 BACH LN
A0700032000025	1145 SYMMES RD
A0700032000026	4611 BACH LN
A0700032000027	4611 BACH LN
A0700032000028	110 BACHER SQ
A0700032000029	4661 BACH LN
A0700032000030	4710 DIXIE HWY
A0700032000031	102 BACH LN
A0700032000032	1165 SYMMES RD
A0700033000006	4780 HOLIDAY DR
A0700033000007	4792 HOLIDAY DR
A0700033000008	4798 HOLIDAY DR
A0700033000009	HOLIDAY DR
A0700033000010	1082 MAGIE AVE
A0700033000011	4731 DIXIE HWY
A0700033000012	4805 DIXIE HWY
A0700033000013	1141 MAGIE AVE
A0700033000014	1137 MAGIE AVE
A0700033000015	1121 MAGIE AVE
A0700033000016	1115 MAGIE AVE
A0700033000017	1105 MAGIE AVE

A0700033000018	1103 MAGIE AVE
A0700033000019	1095 MAGIE AVE
A0700033000020	1085 MAGIE AVE
A0700033000021	1144 HICKS BLVD
A0700033000022	4825 DIXIE HWY
A0700033000023	4845 DIXIE HWY
A0700033000031	4828 DIXIE HWY
A0700033000032	4820 DIXIE HWY
A0700033000033	4750 DIXIE HWY
A0700033000034	1210 HICKS BLVD
A0700033000035	1083 HICKS BLVD
A0700033000036	1148 HICKS BLVD
A0700033000037	4832 HOLIDAY DR
A0700033000038	1190 HICKS BLVD
A0700033000040	1195 HICKS BLVD
A0700033000042	1114 HICKS BLVD
A0700033000043	1120 HICKS BLVD
A0700033000044	1095 HICKS BLVD
A0700033000045	1195 HICKS BLVD
A0700033000047	4804 HOLIDAY DR
A0700033000048	4800 HOLIDAY DR
A0700033000049	4760 DIXIE HWY
A0700033000050	1096 HICKS BLVD
A0700036000047	1083 HICKS BLVD
A0700036000048	4897 WINTON RD
A0700036000049	4865 DIXIE HWY
A0700036000050	HICKS BLVD
A0700036000052	1115 HICKS BLVD 1
A0700036000053	1115 HICKS BLVD
A0700036000054	1115 HICKS BLVD
A0700036000055	1115 HICKS BLVD
A0700036000056	1115 HICKS BLVD
A0700036000057	1115 HICKS BLVD
A0700036000059	
A0700066000001	5260 GILMORE RD
A0700066000002	5266 GILMORE RD
A0700066000003	5280 GILMORE RD
A0700066000004	5292 S GILMORE RD
A0700066000005	5306 S GILMORE RD
A0700066000006	GILMORE RD
A0700071000001	6426 DIXIE HWY

A0700071000015	6540 DIXIE HWY
A0700071000016	6516 DIXIE HWY
A0700071000018	6500 DIXIE HWY
A0700071000022	6490 DIXIE HWY
A0700071000023	6486 DIXIE HWY
A0700071000024	6478 DIXIE HWY
A0700071000027	6494 DIXIE HWY
A0700071000028	6494 DIXIE HWY
A0700071000038	6526 DIXIE HWY
A0700072000004	STOCKTON RD
A0700072000005	STOCKTON RD
A0700072000006	6561 STOCKTON RD
A0700072000007	6611 STOCKTON RD
A0700072000013	9481 SEWARD RD
A0700072000014	9491 SEWARD RD
A0700072000018	9527 SEWARD RD
A0700072000019	9527 SEWARD RD
A0700072000020	9527 SEWARD RD
A0700072000024	9553 SEWARD RD
A0700072000025	9553 SEWARD RD
A0700072000026	9533 SEWARD RD
A0700072000027	
A0700072000028	
A0700072000029	
A0700085000001	DONALD DR
A0700085000002	33 DONALD DR
A0700085000003	DIXIE HWY
A0700085000004	4942 DIXIE HWY
A0700085000005	4930 DIXIE HWY
A0700085000009	1242 HICKS BLVD
A0700085000010	1226 HICKS BLVD
A0700085000011	1205 HICKS BLVD
A0700085000012	1217 HICKS BLVD
A0700085000013	1231 HICKS BLVD
A0700085000014	1245 HICKS BLVD
A0700085000015	80 DONALD DR
A0700085000016	4836 DIXIE HWY
A0700085000017	4840 DIXIE HWY
A0700085000018	4844 DIXIE HWY
A0700085000019	4850 DIXIE HWY
A0700085000020	4858 DIXIE HWY

A0700085000021	4860 DIXIE HWY
A0700085000022	4876 DIXIE HWY
A0700085000023	4890 DIXIE HWY
A0700085000024	4809 FACTORY DR
A0700085000025	4781 FACTORY DR
A0700085000026	4809 FACTORY DR
A0700085000027	78 DONALD DR
A0700085000030	4859 FACTORY DR
A0700085000031	4875 FACTORY DR
A0700085000032	4885 FACTORY DR
A0700085000033	4875 FACTORY DR
A0700085000034	4905 FACTORY DR
A0700085000035	78 DONALD DR
A0700085000036	4930 DIXIE HWY
A0700085000037	79 DONALD DR
A0700085000038	4860 DIXIE HWY
A0700085000039	79 DONALD DR
A0700085000040	4833 FACTORY DR
A0700085000041	4847 FACTORY DR
A0700085000042	4809 FACTORY DR
A0700085000043	32 DONALD DR
A0700085000044	74 DONALD DR
A0700085000045	76 DONALD DR
A0700085000046	40 ARNDT CT
A0700087000007	4614 INDUSTRY DR
A0700087000008	1485 SYMMES RD
A0700087000009	1485 SYMMES RD
A0700087000010	1485 SYMMES RD
A0700087000011	1485 SYMMES RD
A0700087000012	INDUSTRY DR
A0700087000015	4713 INDUSTRY DR
A0700087000021	4906 FACTORY DR
A0700087000022	1367 HICKS BLVD
A0700087000023	1367 HICKS BLVD
A0700087000024	1367 HICKS BLVD
A0700087000025	4916 FACTORY DR
A0700087000026	4627 INDUSTRY DR
A0700087000027	1434 VETERAN DR
A0700087000028	1396 VETERAN DR
A0700087000029	1396 VETERAN DR
A0700087000030	1383 VETERAN DR

A0700087000031	1399 VETERAN DR
A0700087000032	1409 VETERAN DR
A0700087000034	4671 INDUSTRY DR
A0700087000037	1396 VETERAN DR
A0700087000038	4926 FACTORY DR
A0700087000039	4906 FACTORY DR
A0700087000040	4896 FACTORY DR
A0700087000041	4934 FACTORY DR
A0700087000042	4650 INDUSTRY DR
A0700087000045	4980 FACTORY DR
A0700087000046	4990 FACTORY DR
A0700087000047	5000 FACTORY DR
A0700087000048	5010 FACTORY DR
A0700087000049	4690 INDUSTRY DR
A0700087000051	4896 FACTORY DR
A0700087000052	4701 INDUSTRY DR
A0700087000053	4695 INDUSTRY DR
A0700087000054	4684 INDUSTRY DR
A0700087000055	4670 INDUSTRY DR
A0700087000056	4660 INDUSTRY DR
A0700087000058	4700 INDUSTRY DR
A0700087000059	4960 FACTORY DR
A0700090000001	5852 DIXIE HWY
A0700090000002	3132 PRODUCTION DR
A0700090000003	3158 PRODUCTION DR
A0700090000004	3206 PRODUCTION DR
A0700090000005	3199 PRODUCTION DR
A0700090000006	3185 PRODUCTION DR
A0700090000007	3165 PRODUCTION DR
A0700090000008	3143 PRODUCTION DR
A0700090000009	5888 DIXIE HWY
A0700090000010	3185 PRODUCTION DR
A0700090000011	3168 PRODUCTION DR
A0700090000012	3206 PRODUCTION DR
A0700090000013	3120 PRODUCTION DR
A0700090000014	5850 DIXIE HWY
A0700090000015	PRODUCTION DR
A0700090000016	3140 PRODUCTION DR
A0700090000017	PRODUCTION DR
A0700103000001	4917 FACTORY DR
A0700103000002	4917 FACTORY DR

A0700103000003	4761 INDUSTRY DR
A0700103000004	4829 INDUSTRY DR
A0700103000005	DONALD DR
A0700103000006	167 DONALD DR
A0700103000008	191 DONALD DR
A0700103000009	115 DONALD DR
A0700103000010	4799 INDUSTRY DR
A0700103000011	135 DONALD DR
A0700103000013	155 DONALD DR
A0700103000014	155 DONALD DR
A0700103000015	120 DONALD DR
A0700103000016	110 DONALD DR
A0700103000017	4835 INDUSTRY DR
A0700103000018	140 DONALD DR
A0700103000019	130 DONALD DR
A0700103000020	DONALD DR
A0700103000021	4981 FACTORY DR
A0700103000023	4991 FACTORY DR
A0700103000024	5001 FACTORY DR
A0700103000025	5011 FACTORY DR
A0700103000026	FACTORY DR
A0700103000027	4820 INDUSTRY DR
A0700103000028	160 DONALD DR
A0700103000029	210 DONALD DR
A0700103000030	DONALD DR
A0700103000031	240 DONALD DR
A0700103000032	280 DONALD DR
A0700103000033	4780 INDUSTRY DR
A0700103000034	203 DONALD DR
A0700103000035	4750 INDUSTRY DR
A0700103000036	4777 INDUSTRY DR
A0700103000038	4760 INDUSTRY DR
A0700103000039	4770 INDUSTRY DR
A0700108000001	5301 DIXIE HWY
A0700108000003	5200 CAMELOT DR
A0700108000011	CAMELOT DR
A0700108000013	5251 DIXIE HWY
A0700108000016	5130 CAMELOT DR
A0700108000017	CAMELOT DR
A0700140000001	4507 DIXIE HWY
A0700140000002	4425 DIXIE HWY

A0700140000003	4425 DIXIE HWY
A0700140000014	4425 DIXIE HWY
A0700140000016	1053 SCHIRMER DR
A0700140000023	3999 DIXIE HWY
A0700140000026	4053 DIXIE HWY
A0700140000027	DIXIE HWY
A0700140000028	4101 DIXIE HWY
A0700140000029	4301 DIXIE HWY
A0700150000016	SEWARD RD
A0700150000017	8550 SEWARD RD
A0700150000024	8324 SEWARD RD
A0700150000030	8332 SEWARD RD
A0700150000031	8350 SEWARD RD
A0700150000032	8490 SEWARD RD
A0700150000035	8300 SEWARD RD
A0700151000008	8550 SEWARD RD
A0700151000012	UNION CENTRE BLVD
A0700151000016	BYPASS 4
A0700151000019	8591 SEWARD RD
A0700151000021	SEWARD RD
A0700151000022	3840 PORT UNION RD
A0700151000023	8695 SEWARD RD
A0700151000026	3810 PORT UNION RD
A0700151000030	8935 SEWARD RD
A0700151000032	590 QUALITY BLVD
A0700151000037	500 QUALITY BLVD
A0700151000038	550 QUALITY BLVD
A0700151000043	8950 SEWARD RD
A0700151000045	4925 UNION CENTRE BLVD
A0700151000046	530 QUALITY BLVD
A0700151000051	620 COMMERCE CENTER DR
A0700151000053	575 QUALITY BLVD
A0700151000054	6200 UNION CENTRE BLVD
A0700151000055	8660 SEWARD RD
A0700151000057	8955 SEWARD RD
A0700151000058	8700 SEWARD RD
A0700151000059	530 QUALITY BLVD
A0700151000060	6025 UNION CENTRE BLVD
A0700151000061	8650 SEWARD RD
A0700151000065	102 IWATA DR
A0700151000071	555 QUALITY BLVD

A0700151000075	5855 UNION CENTRE BLVD
A0700151000076	8585 SEWARD RD
A0700151000079	4260 PORT UNION RD
A0700151000082	4250 PORT UNION RD
A0700151000084	COMMERCE CENTER DR
A0700151000085	625 COMMERCE CENTER DR
A0700151000087	4100 PORT UNION RD
A0700151000088	4030 PORT UNION RD
A0700151000089	8550 SEWARD RD
A0700151000093	630 COMMERCE CENTER DR
A0700164000004	6010 DIXIE HWY
A0700164000005	6010 DIXIE HWY
A0700164000006	6010 DIXIE HWY
A0700164000008	3171 CUNAGIN DR
A0700164000009	100 SECURITY DR
A0700164000010	3187 CUNAGIN DR
A0700164000011	3190 CUNAGIN DR
A0700164000014	200 SECURITY DR
A0700164000015	175 SECURITY DR
A0700164000016	3160 CUNAGIN DR
A0700164000017	3216 CUNAGIN DR
A0700164000018	5970 DIXIE HWY
A0700181000001	5980 BOYMEL DR
A0700182000001	420 DISTRIBUTION CIR
A0700182000002	2001 DDC WAY
A0700182000003	1001 DDC WAY
A0700182000006	275 NORTHPOINTE DR
A0700182000007	275 NORTHPOINTE DR
A0700182000009	375 DISTRIBUTION CIR
A0700183000001	300 DISTRIBUTION CIR
A0700183000002	375 NORTHPOINTE DR
A0700183000004	DISTRIBUTION CIR
A0700183000005	420 DISTRIBUTION CIR
A0700183000007	DISTRIBUTION DR
A0700183000008	DISTRIBUTION CIR
A0700186000006	9361 SEWARD RD
A0700187000004	9321 SEWARD RD
A0700187000005	9341 SEWARD RD
A0700187000007	9337 SEWARD RD
A0700187000009	9331 SEWARD RD
A0700188000001	7220 DIXIE HWY

A0700188000002	7220 DIXIE HWY
A0700188000003	COMMERCIAL DR
A0700188000004	275 COMMERCIAL DR
A0700188000005	425 COMMERCIAL DR
A0700188000006	300 COMMERCIAL DR
A0700188000007	200 COMMERCIAL DR
A0700188000008	100 COMMERCIAL DR
A0700188000009	100 COMMERCIAL DR
A0700188000010	375 COMMERCIAL DR
A0700188000011	325 COMMERCIAL DR
A0700188000012	275 COMMERCIAL DR
A0700192000001	3240 PRODUCTION DR
A0700192000002	3245 PRODUCTION DR
A0700192000003	3285 HOMEWARD WAY
A0700192000004	3271 HOMEWARD WAY
A0700192000005	3280 HOMEWARD WAY
A0700192000007	3215 PRODUCTION DR
A0700192000009	3289 HOMEWARD WAY
A0700192000010	3272 HOMEWARD WAY
A0700192000011	3270 HOMEWARD WAY
A0700193000001	3260 HOMEWARD WAY
A0700193000002	3230 HOMEWARD WAY
A0700193000003	3253 HOMEWARD WAY
A0700193000004	3235 HOMEWARD WAY
A0700193000005	3219 HOMEWARD WAY
A0700193000006	3379 PORT UNION RD
A0700193000007	3385 PORT UNION RD
A0700193000008	3395 PORT UNION RD
A0700193000009	3270 PROFIT DR
A0700193000010	3250 PROFIT DR
A0700193000011	3226 PROFIT DR
A0700193000014	3240 HOMEWARD WAY
A0700193000015	3263 HOMEWARD WAY
A0700193000016	3259 HOMEWARD WAY
A0700193000018	3351 PORT UNION RD
A0700193000019	3215 HOMEWARD WAY
A0700197000001	6025 DIXIE HWY
A0700197000007	3166 LIGHTHOUSE DR
A0700197000008	3152 LIGHTHOUSE DR
A0700197000009	6121 DIXIE HWY
A0700197000010	6065 DIXIE HWY

A0700197000016	6051 DIXIE HWY
A0700199000004	3765 PORT UNION RD
A0700199000005	210 OSBORNE DR
A0700199000006	290 OSBORNE DR
A0700199000007	310 OSBORNE DR
A0700199000012	3701 PORT UNION RD
A0700199000013	225 OSBORNE DR
A0700199000014	250 OSBORNE DR
A0700199000015	3721 PORT UNION RD
A0700199000016	3741 PORT UNION RD
A0700199000017	OSBORNE DR
A0700199000018	OSBORNE DR
A0700199000020	325 OSBORNE DR
A0700200000001	125 CONSTITUTION DR
A0700200000002	125 CONSTITUTION DR
A0700200000007	OSBORNE DR
A0700200000008	9217 SEWARD RD
A0700200000009	9195 SEWARD RD
A0700200000010	9201 SEWARD RD
A0700200000011	9201 SEWARD RD
A0700200000012	9175 SEWARD RD
A0700200000013	3795 PORT UNION RD
A0700200000014	3781 PORT UNION RD
A0700200000015	PORT UNION RD
A0700200000016	200 CONSTITUTION DR
A0700200000017	105 CONSTITUTION DR
A0700200000018	105 CONSTITUTION DR
A0700200000021	3765 PORT UNION RD
A0700200000023	
A0700201000004	9265 SEWARD RD
A0700201000005	SEWARD RD
A0700201000009	9243 SEWARD RD
A0700201000010	9243 SEWARD RD
A0700201000011	9233 SEWARD RD
A0700202000001	3952 MACK RD
A0700202000002	3964 MACK RD
A0700202000003	3978 MACK RD
A0700202000004	7051 DIXIE HWY
A0700202000005	7075 DIXIE HWY
A0700202000006	7121 DIXIE HWY
A0700202000007	7105 DIXIE HWY

A0700202000008	7121 DIXIE HWY
A0700202000009	6805 DIXIE HWY
A0700202000057	7105 DIXIE HWY
A0700203000001	7135 DIXIE HWY
A0700203000002	7141 DIXIE HWY
A0700203000003	7157 DIXIE HWY
A0700203000004	7161 DIXIE HWY
A0700203000005	7179 DIXIE HWY
A0700203000008	7151 DIXIE HWY
A0700203000151	7121 DIXIE HWY
A0700205000013	NORTHPOINTE DR
A0700206000020	MUHLHAUSER RD
A0700206000023	NORTHPOINTE DR
A0700206000026	NORTHPOINTE DR
A0700207000001	5850 BOYMEL DR
A0700207000002	5850 BOYMEL DR
A0700207000003	5850 BOYMEL DR
A0700207000004	5850 BOYMEL DR
A0700207000005	5850 BOYMEL DR
A0700207000006	5850 BOYMEL DR
A0700207000034	6755 DIXIE HWY
A0700207000045	6765 DIXIE HWY
A0700207000046	200 OFFICE PARK DR
A0700207000047	300 OFFICE PARK DR
A0700207000048	DIXIE HWY
A0700207000049	100 OFFICE PARK DR
A0700207000050	5966 BOYMEL DR 1
A0700207000051	5966 BOYMEL DR 2
A0700207000052	5966 BOYMEL DR 3
A0700207000053	6775 DIXIE HWY
A0700207000054	
A0700207000055	
A0700207000056	
A0700207000057	6795 DIXIE HWY
A0700216000001	5515 DIXIE HWY
A0700216000002	5555 DIXIE HWY
A0700216000003	5555 DIXIE HWY
A0700222000001	8675 SEWARD RD
A0700222000002	8655 SEWARD RD
A0700222000003	8625 SEWARD RD
A0700222000004	3865 SYMMES RD

A0700222000005	3825 SYMMES RD
A0700222000006	3795 SYMMES RD
A0700222000007	3755 SYMMES RD
A0700222000008	3770 SYMMES RD
A0700222000012	3870 SYMMES RD
A0700222000013	3890 SYMMES RD
A0700222000015	3790 SYMMES RD
A0700222000016	3840 SYMMES RD
A0700223000001	3195 HOMEWARD WAY
A0700223000002	3200 HOMEWARD WAY
A0700223000003	3180 HOMEWARD WAY
A0700223000004	400 SECURITY DR
A0700223000005	575 SECURITY DR
A0700223000006	3130 HOMEWARD WAY
A0700223000007	475 SECURITY DR
A0700223000008	300 SECURITY DR
A0700223000009	250 SECURITY DR
A0700223000010	275 SECURITY DR
A0700223000011	375 SECURITY DR
A0700223000012	4005 ACME DR
A0700223000013	3080 HOMEWARD WAY
A0700223000014	4000 ACME DR
A0700223000015	3112 HOMEWARD WAY
A0700223000016	3100 HOMEWARD WAY
A0700223000017	3140 HOMEWARD WAY
A0700223000018	3120 HOMEWARD WAY
A0700227000012	4115 THUNDERBIRD LN
A0700227000014	4175 PORT UNION RD
A0700227000015	4125 PORT UNION RD
A0700227000016	4075 PORT UNION RD
A0700227000017	4150 THUNDERBIRD LN
A0700227000018	3975 PORT UNION RD
A0700227000019	4050 THUNDERBIRD LN
A0700227000020	4090 THUNDERBIRD LN
A0700227000021	4025 PORT UNION RD
A0700227000023	4120 PORT UNION
A0700227000024	4025 PORT UNION
A0700228000025	9220 SEWARD RD
A0700228000026	9190 SEWARD RD
A0700228000028	4041 THUNDERBIRD LN
A0700228000030	3905 PORT UNION RD

A0700228000033	9230 SEWARD RD
A0700228000034	4085 THUNDERBIRD LN
A0700228000035	3845 PORT UNION RD
A0700229000001	THUNDERBIRD LN
A0700229000002	4165 THUNDERBIRD LN
A0700229000003	THUNDERBIRD LN
A0700229000005	4177 THUNDERBIRD LN
A0700229000008	4141 THUNDERBIRD LN
A0700235000002	4601 DIXIE HWY
A0700235000003	DIXIE HWY
A0700235000004	4615 DIXIE HWY
A0700235000005	4669 DIXIE HWY
A0700235000007	4605 DIXIE HWY
A0700245000001	4025 ACME DR
A0700245000002	6100 DIXIE HWY
A0700245000005	5005 ACME DR
A0700245000006	5000 ACME DR
A0700245000007	4080 ACME DR
A0700245000008	4060 ACME DR
A0700245000009	3075 HOMEWARD WAY
A0700245000010	3115 HOMEWARD WAY
A0700245000011	6120 DIXIE HWY
A0700245000012	6130 DIXIE HWY
A0700245000015	3095 HOMEWARD WAY
A0700251000001	WHITMORE LN
A0700251000002	WHITMORE LN
M5500198000001	4211 MUHLHAUSER RD
M5500198000002	4221 MUHLHAUSER RD
M5500198000003	4221 MUHLHAUSER RD
M5500198000007	4235 MUHLHAUSER RD
M5500198000008	4293 MUHLHAUSER RD
M5500198000009	MUHLHAUSER RD
M5500198000010	MUHLHAUSER RD
M5500198000011	4325 MUHLHAUSER RD
M5500198000012	MUHLHAUSER RD
M5500198000015	MUHLHAUSER RD
M5500198000016	MUHLHAUSER RD
M5500205000001	9461 LESAINTE DR
M5500205000004	9390 LESAINTE DR
M5500205000007	9470 LESAINTE DR
M5500205000010	9401 LESAINTE DR

M5500205000012	9400 LESAINT DR
M5500205000014	320 NORTHPOINTE DR
M5500205000014	320 NORTHPOINTE DR
M5500206000002	4350 MUHLHAUSER RD
M5500206000003	4300 MUHLHAUSER RD
M5500206000004	9575 LESAINT DR
M5500206000008	9530 LESAINT DR
M5500206000014	4250 MUHLHAUSER RD
M5500206000015	9500 LESAINT DR
M5500206000016	9520 LESAINT DR
M5500206000018	LESAINT DR
M5500206000021	4400 MUHLHAUSER RD
M5500206000022	4430 MUHLHAUSER RD
M5500206000024	200 NORTHPOINTE DR
M5500206000025	280 NORTHPOINTE DR
M5500206000027	9545 LESAINT DR
M5500206000028	LESAINT DR
M5500206000029	LESAINT DR
M5500206000030	9560 LESAINT DR



NORTHEAST AREA TIF DISTRICT

EXHIBIT B to TIF Ordinance

DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under RC 5709.40(A)(8) and that directly benefits the Parcels as determined by the City and specifically include, but are not limited to, any of the following improvements by one or more of the Companies, the City, or one or more other Owners that will directly benefit the Parcels and all related costs of those permanent improvements:

(A) Acquisition of land; extension and construction of electric utility infrastructure necessary to provide electric service on the Property; construction of a water tower and/or reservoir or other project to improve the water delivery system of the City; street lighting; sidewalks and/or bike paths; acquisition of land for park purposes; acquisition and installation of equipment in parks; construction of other park improvements; acquisition of land for rights of way; construction of other roads and all related appurtenances; traffic signs and signals; engineering and other professional services secured in connection with the Public Infrastructure Improvements including legal, planning, citizen participation, environmental studies and remediation; streetscape and other improvements including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing storm sewers, sanitary sewers, water mains, sidewalks, driveway approaches and aprons, public parking spaces and structures; electrical lighting; removal and placement of overhead utilities underground; installation of the desired conduit; environmental remediation; demolition; traffic control devices, including traffic lights, signs and other markings; installing public benches, seating areas and trash receptacles; planting trees, shrubbery and other landscaping materials, together with all other necessary and appropriate appurtenances;

(B) Construction of road improvements on Seward Road, which may include, but is not necessarily limited to, new road construction, the construction of a turn lane, road widening, and the addition of a traffic signal at or near the Mercantile-Seward Road Intersection, all as reasonably agreed upon by the City and the Company to ensure that the design and specification standards are appropriate for the expected use; and

(C) Reconstruction of Northpointe Drive from the southeast corner of the Project Site (as defined in a draft TIF Agreement on file with the City pertaining to a portion of the Companies' Parcels) to Distribution Circle within the public right of way, which may include, but is not necessarily limited to, new road construction, road widening, improved road pavement, storm sewer installation, and the construction of a rail crossing, all as reasonably agreed upon by the City and the Company to ensure that the design and specification standards are appropriate for the expected use.



City Council Ordinance
Regular Meeting - October 11, 2022

Submitted by: Nathaniel Kaelin, Economic Development Manager
 Submitting Department: Development Services

Subject:

CRA Tax Abatement for Fairfield Trade Center

Legislation Title:

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for NP FTC, LLC for construction of two speculative industrial buildings at the property known as the Morris Farm at 8250 Seward Road, and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

Background/Synopsis:

NorthPoint Development, a real estate development firm based in Kansas City, Missouri, plans to acquire the Morris Farm property at 8250 Seward Road. NorthPoint plans to develop a new speculative industrial park on the 83+/- acre site, to be known as "Fairfield Trade Center." The majority of the property, totaling 76.6+/- acres, is located within the City of Fairfield and will fully contain two buildings targeted for e-commerce, general distribution, and manufacturing companies. Approximately six acres located on the eastern edge of the site are located within West Chester Township and will provide the site with roadway access to Union Centre Boulevard via Firebird Drive.

NorthPoint has requested tax incentives in order to offer competitive lease rates and to partially offset increased development costs caused by the floodplain and soil conditions of the property. Should this project proceed, NorthPoint will construct two new Class A warehouse/manufacturing buildings totaling approximately 624,000 square feet. The cost of the project is anticipated to exceed \$57 million. NorthPoint estimates 312 employees and more than \$11.6 million in payroll will be created in the new buildings.

This property is directly adjacent to an existing segment of the Miami to Miami/Miami-Erie Canal Trail, which is accessible both at Seward Road and the end of Firebird Drive. NorthPoint has had discussions with Butler County MetroParks regarding the potential to create complementary recreational opportunities on portions of the development site that contain wetlands and/or will be used for stormwater management.

Approval of the ordinance would authorize the City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a

10-year, 75% property tax incentive on the assessed value of the expansion. Due to the speculative nature of the project, NorthPoint has agreed to make payments to the city should building occupants not create jobs and payroll that generate income tax receipts that meet or exceed targets established in the agreement.

Additionally, there will be a four-party School Compensation Agreement. NorthPoint has agreed to compensate the Fairfield City School District and Butler Tech annually in the amounts of 32% and 1%, respectively, of the property tax abatement each year during the life of the tax exemption. The Board of Education of the Fairfield City School District approved the agreement at its meeting on September 15, 2022.

Financial Impact:

NorthPoint Development plans to construct two warehouse and manufacturing buildings at 8250 Seward Road, increasing income and property tax revenue and creating new jobs for the City of Fairfield.

Emergency Provision Explanation:

It is recommended that City Council suspend the rules requiring a second and third reading of this ordinance and pass as an emergency.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. CRA Agreement - Fairfield Trade Center
2. School Comp Agreement - Fairfield Trade Center
3. NP FTC-Community Reinvestment Agr-Ord

COMMUNITY REINVESTMENT AREA AGREEMENT (Fairfield Trade Center)

This Community Reinvestment Area Agreement (the “Agreement”), is made and entered into as of October ____, 2022 (the “Effective Date”), by and among the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”), with offices at 5350 Pleasant Avenue, Fairfield, Ohio 45014, and NP FTC, LLC (the “Owner”), with its offices located at 3315 North Oak Trafficway, Kansas City, Missouri 64116. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the List of Definitions, attached hereto as Exhibit A.

WITNESSETH:

WHEREAS, the City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the City of Fairfield, Ohio Community Reinvestment Area (the “CRA” or the “Area”, as more fully described below); and

WHEREAS, the Owner has acquired or intends to acquire the real property contained within the CRA depicted on Exhibit B, attached hereto (the “Project Site”), and intends to construct on the Project Site two office/warehouse/ and/or manufacturing buildings and related site improvements (with each individual building or structure to be constructed on the Project Site being referred to herein as a “Building”) (collectively, the “Project”), with the combined square footage of the Buildings estimated to total approximately 624,000 square feet, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Fairfield City Council (the “City Council”) by Ordinance No. 173-95 adopted November 27, 1995, created the “City of Fairfield Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code (the “Original Area”) and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the “Area”) and designated the entire Area the “City of Fairfield, Ohio Community Reinvestment Area”; and

WHEREAS, effective June 5, 2008, the Director of the Department of Development of the State of Ohio determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a “Community Reinvestment Area” pursuant to that Section 3735.66; and

WHEREAS, the City, having the appropriate authority for the Project, desires to provide the Owner with the incentives set forth herein to support the development of the Project on the Project Site; and

WHEREAS, the City, subject to the terms of this Agreement, has agreed to provide the Owner with a ten year, 75% real property tax exemption applicable to the construction of each Building (collectively, the “Exemptions”)

Attachment: CRA Agreement - Fairfield Trade Center (3326 : CRA Tax Abatement for Fairfield Trade Center)

WHEREAS, the Owner submitted to the City the agreement application attached hereto as Exhibit C (the “Agreement Application”); and

WHEREAS, the Owner has remitted the required State application fee of \$750.00 made payable to the Ohio Department of Development (the “ODOD”) to be forwarded to ODOD with a copy of the final Agreement; and

WHEREAS, the City’s Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement Application, and recommended the approval of the same to the City Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

WHEREAS, the Project Site is located in the Fairfield City School District (the “School District”), and the Board of Education of the School District and the Board of Education of Butler Tech have been notified in accordance with R.C. Sections 3735.67, 3735.671 and 5709.83, or such notice has been waived, and have been given a copy of this Agreement and the Agreement Application; and

WHEREAS, the Owner, in exchange for receiving the Exemptions, has agreed to make (A) (i) an annual payment to the School District in the amount of thirty-two percent (32%) of the value of the Exemptions received by the Owner for the preceding tax year, and (ii) an annual payment to Butler Tech in the amount of one percent (1%) of the value of the Exemptions received by the Owner for the preceding tax year (collectively, the “School District PILOT Payments”), in accordance with the School Compensation Agreement; and

WHEREAS, as required by Ohio Revised Code Section 3735.671(A), the Board of Education of the School District, pursuant to Resolution No. _____, adopted on _____, 2022 has approved this Agreement and the Exemptions granted herein; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree to the foregoing premises and as follows:

1. Project and Project Investment. The Owner will purchase the Project Site composed of approximately 75.8 acres (Parcels A0700151000010, A0700151000011, A0700150000018, A0700150000019 as the same is known and designated on the Auditor’s revised list of lots in the City of Fairfield, Butler County, Ohio) shown on Exhibit B. The approximate total cost of the construction of the Project is expected to exceed \$41,000,000 and create approximately 624,000 square feet of office/warehouse/ and/or manufacturing space in two Buildings. The approximate expected value of machinery, equipment, furniture, fixtures and inventory to be incorporated therein is unknown at this time. The construction of the Project is currently scheduled to begin in approximately March of 2023

and to be completed by approximately December 2024. At the time of execution of this Agreement, there are no buildings and no machinery, equipment, furniture, fixtures or inventory of the Owner at the Project Site. There is also no machinery, equipment, furniture or fixtures used in another political subdivision in this State prior to the execution of this Agreement relocated or to be relocated from that political subdivision to the Project Site, and no inventory held at another political subdivision in this State prior to the execution of this Agreement and relocated or to be relocated from that political subdivision to the Project Site. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions.

2. Job Creation. The Owner currently estimates that there will be created at the Project Site by December 31, 2026 approximately 312 full-time permanent employee positions and 0 part-time or temporary positions. The aggregate annual payroll of the aforementioned employees is estimated to be \$11,681,280. Hiring of such employees is estimated to commence in approximately 2024 and to continue incrementally over the succeeding years. There are no employees of the Owner currently located at the Project Site, and therefore, there will be no retained employees of the Owner at the Project Site due to the construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions (as defined in Section 4 of this Agreement). The parties to this Agreement also recognize that the employees at the Project Site may be employed by (i) the Owner, (ii) one or more entities that control the Owner, are controlled by the Owner, or are under common control with the Owner (each an “Affiliate,” and collectively, the “Affiliates”), (iii) one or more tenants of the Owner or one or more of its Affiliates, or (iv) a permitted successor or assignee of the Owner, who will also qualify as an Owner under this Agreement. The Owner currently has zero (0) employees in full-time, permanent positions at other sites in the State of Ohio (and zero (0) employees in part-time or temporary positions).

3. Tax Incentive Review Council. The Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council.

4. Real Property Tax Exemption. The Owner acknowledges that the Exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall promptly certify the Exemption to the Butler County Auditor.

The City hereby grants the Exemptions -- a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building at the Project Site. The Exemption commences for each Building the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No Exemption shall commence after tax year 2026 (*i.e.*, tax lien date January 1, 2026) nor extend beyond tax year 2035 (*i.e.*, December 31, 2035, with the last year of abated taxes being the taxes payable in 2036).

Each Building constructed as a part of the Project, except as provided below in Section 5, shall be treated separately for purposes of determining its qualification for an Exemption hereunder and for determining the term of such Exemption.

5. Shortfall Payments. Notwithstanding Section 4 hereof, for any Building for which the Building Revenue Target shall exceed Actual Revenue as of the Initial Compliance Date or any Compliance Date thereafter, and except as otherwise set forth in this Section, the Owner thereof hereby agrees to make a payment (the “Shortfall Payment”) to the City equal to the lesser of (i) the PILOT Amount with respect to that year, or (ii) an amount equal to property taxes exempted pursuant to this Agreement for the Building for that year, net of any School District PILOT Payments made or to be made for that year. Any Revenue Carry Over for any Building may be applied at the written direction of the initial Owner toward complying with the Building Revenue Target for any other Building or Buildings within the Project.

The Shortfall Payment may be assessed no more than once for each calendar year during which a Building is subject to an Exemption (the “Shortfall Assessment Period”). If for any year during the Shortfall Assessment Period the Owner is required to pay a Shortfall Payment for a Building pursuant to this Section, the City shall prepare and deliver a single invoice to the Owner of that Building (the “Shortfall Invoice”). The Owner’s payment of the Shortfall Payment shall be due within sixty (60) days after the date the Owner receives the Shortfall Invoice.

For any Building that has been occupied and for which an occupant leaves the Building and therefore impacts the Annual Revenue from that Building, the Shortfall Payment for that Building may be avoided by the Owner thereof by providing written notice to the City within thirty (30) days after the Owner receives the Shortfall Invoice. This choice to avoid the Shortfall Payment may be exercised no more than one time for each Building.

If there are any disagreements among the parties regarding the Shortfall Payment, including, but not limited to, its application, calculation or payment, the parties shall (i) meet and confer with one another, and (ii) work together cooperatively to resolve their differences.

In the unlikely event of an overpayment or underpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, the Owner shall provide notice to the City of the overpayment or underpayment within thirty (30) days after values are finally determined and all applicable appeal periods have expired. The parties shall work together to confirm the amount of the overpayment or underpayment and to provide for a refund or credit to the Owner or for an additional payment to the City as soon as reasonably practicable. Except as set forth in this paragraph with respect to overpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, Shortfall Payments are not refundable.

6. Impact Fee to City. The Owner shall pay to the City an initial impact fee of two thousand five hundred dollars (\$2,500.00), to be deposited in the city’s Transformative Economic Development Fund (414), and shall not be required to pay any annual fees under Ohio Revised Code Section 3735.671(D).

7. Payment of Other Taxes. The Owner shall pay such real property taxes as are not exempted under this Agreement and are charged against any part of the Project Site, and shall file

all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such returns and reports, the Exemptions are rescinded beginning with the year for which such failure to pay taxes or file such reports as required occurs and thereafter until such taxes are paid and such reports are properly filed.

8. City Cooperation to Claim and Maintain Exemption. The City shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve and maintain Exemptions from taxation granted under this Agreement including without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Exemptions.

9. Continuation of Exemption under Certain Circumstances. If for any reason the CRA designation expires, the Director of the ODOD revokes certification of the Area or the City revokes the designation of the Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement beyond all applicable notice and cure periods and the City terminates or modifies the Exemptions from taxation granted herein pursuant to Section 10 of this Agreement.

10. Modification of Exemption for Material Failure. If the Owner materially fails to fulfill its material obligations under this Agreement and the Owner does not cure such failure within the periods specified in this Section following delivery to it of written notice by the City describing such failure in reasonable detail, or if it is finally adjudicated that the Owner's certification as to delinquent taxes required by Sections 11 and 12 of this Agreement is fraudulent, the City may terminate or modify the Exemptions granted under this Agreement; provided, however, that, except as provided in Sections 16 and 17 of this Agreement, the City shall not terminate or modify an Exemption for a Building if the City has timely received all amounts required under Section 5 of this Agreement for that Building. For any written notice from the City to the Owner describing in reasonable detail the Owner's material failure to fulfill any of its obligations under this Agreement, the Owner shall have ninety (90) days to correct that material failure. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof. Prior to the City undertaking any action to terminate or modify the Exemption for any Building afforded to the Owner under this Agreement, the City and the Owner shall work together in good faith to modify this Agreement so that the Owner is afforded the benefits intended hereunder. An example of such modification could be the suspension (but not cancellation) of the Exemption provided in Section 4 in order to allow the Owner time to find a user(s) for the Project. Except in a circumstance in which the Owner's certification as to delinquent taxes as described in this Section is finally adjudicated to be fraudulent, the Owners shall have the option of curing any material failure to fulfill its obligations by making a payment equal to the Shortfall Payment for the applicable year.

11. Certification of No Delinquent Taxes. The Owner hereby certifies that at the time this Agreement is executed, the Owner (i) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe any delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality

thereof, (ii) has not filed a petition in bankruptcy under 11 U.S.C.A. 101, *et seq.*, and (iii) is not aware of any such petition having been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. If the Owner is the owner of properties where tenants are responsible for the payment of taxes, and may not have knowledge of tax payment delinquencies resulting from the failure of tenants to make tax payments and for which notice has not yet been sent to the Owner, the Owner is not in violation of this section. To the best of its knowledge, the Owner has not received such a notice.

12. Further Representations. The Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due.

13. Assignment and Transfer; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Owner, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Owner or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to Affiliates); and/or (iii) any successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive the Exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the City an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially the form attached hereto as Exhibit D, wherein such Permitted Transferee (i) assumes all obligations of the Owner under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the City of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to Exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The City agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

(b) As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the City of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

14. City Council Approval. The Owner and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Ordinance No. _____ adopted by the City Council on October ____, 2022.

15. Nondiscriminatory Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Owner commits to follow non-discriminatory hiring practices with respect to their respective operation of the Project and acknowledges that no individual may be denied employment at the Project solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation for Violation of Ohio Revised Code 3735.671 or 5709.62. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Owner, any successor or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. No False Statements. The Owner affirmatively covenants that it has made no false statements to the State or City or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Owner has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1).

18. Estoppel Certificate. Upon request of the Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee of the Project site a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

19. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

If to the Owner, to:

NP FTC, LLC
Attn: LEGAL DEPT
3315 North Oak Trafficway
Kansas City, Missouri 64116

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

21. Titles. The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

22. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

23. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

24. Forum and Venue. Unless otherwise required by law, any legal action by any Party for claims arising under or related to this Agreement must be instituted in the state or federal courts of appropriate jurisdiction for Butler County, Ohio, or any appellate courts therefrom.

IN WITNESS WHEREOF, the City of Fairfield, Ohio by its City Manager and pursuant to Ordinance No. _____ adopted _____, 2022 has caused this instrument to be executed as of this _____ day of _____, 2022, and NP FTC, LLC has caused this instrument to be executed as of this _____ day of _____, 2022, with the Agreement to be effective as of the Effective Date.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Scott W. Timmer, City Manager

NP FTC LLC, a Limited Liability Company

By _____
Tim McElroy, Regional Vice President

Approved as to form:

John H. Clemmons
Fairfield City Law Director

Approved as to content:

Greg Kathman
Fairfield Development Services Director

Attachment: CRA Agreement - Fairfield Trade Center (3326 : CRA Tax Abatement for Fairfield Trade Center)

Exhibit A

List of Definitions

“Actual Revenue” means, for any Building as determined on the Initial Compliance Date or on each applicable Compliance Date, the income tax withholding collected by the City for that calendar year from all persons employed in the Building. For all purposes of this Agreement, Actual Revenue shall be determined by the amount of income tax withholdings retained by the City after the annual deadline for tax returns for the taxable year (usually April 15th) in order to account for the net reduction in income taxes received as a result of income tax withholdings refunds issued to persons employed in the Building but performing some portion of their duties offsite. The City’s tax administrator shall be permitted to report aggregate income tax received per building to the City and the Owner exclusively for the purposes of revenue tracking.

“Building Completion Date” means, with respect to any Building, the date on which the certificate of occupancy for such Building was issued.

“Building Revenue Target” means for any Building, as of the Initial Compliance Date or any Compliance Date thereafter, \$0.281 (twenty-eight and one-tenths cents) of income tax withholding per each C.S.F. payable for the calendar year of the Initial Compliance Date or any Compliance Date thereafter during the period in which the Building is subject to an Exemption; provided, for purposes of this definition all calculations shall at all times be based upon an assumed City municipal income tax rate of 1.5% (one and one-half percent).

“C.S.F.” or “Calculated Square Footage” is the square footage of a Building, determined in accordance with *BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A).

“Compliance Date” means each December 31st after the Initial Compliance Date during the period in which a particular Building is subject to an Exemption.

“Force Majeure” means,

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions (other than discretionary acts of the City and any entity under the direct legal control of the City) or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts and other weather conditions adversely affecting construction; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any cause, circumstance or event not reasonably within the control of the City or an Owner, as applicable.

“Initial Compliance Date” means, with respect to any Building, the earlier to occur of (i) the first December 31st for which the Actual Revenue of such Building equals or exceeds the Building Revenue Target or (ii) the first December 31st occurring 36 months after the Building Completion Date for such Building. Alternatively, the Initial Compliance Date may be any later date as determined by ordinance of the City Council.

“Owner” means the applicant and/or any transferees, assignees, or successors in interest, all pursuant to the terms of the Agreement.

“PILOT Amount” means with respect to any Building, an amount equal to the difference between the Building Revenue Target and the Actual Revenue.

“Revenue Carry Over” means, for any Building as of its Initial Compliance Date or any Compliance Date, as applicable, during which it is subject to an Exemption, the aggregate amount (*i.e.*, applicable to one or more years), if any, by which Actual Revenue for such Building exceeds the Building Revenue Target, and not counting any year for which the Owner of such Building avails itself of the opportunity to avoid a Shortfall Payment. The City and the Owner shall keep a complete record of the Revenue Carry Over for each Building and the application, at the written direction of the initial Owner pursuant to Section 5 of this Agreement, of that Revenue Carry Over to the Building Revenue Target for any other Building. Subject to Section 5 of this Agreement, Revenue Carry Over may be used, in whole or in part, by the Owner to comply with the Building Revenue Target for the other Buildings within the Project.

Exhibit B

Map of Project Site



Attachment: CRA Agreement - Fairfield Trade Center (3326 : CRA Tax Abatement for Fairfield Trade Center)

Exhibit C

Agreement Application

(Attached Hereto)

CRA APPLICATION

Mike DeWine
Governor

**OHIO DEPARTMENT OF DEVELOPMENT
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM**

PROPOSED AGREEMENT for Community Reinvestment Area tax incentives between the City of Fairfield located in the County of Butler and Enterprise 1 and Enterprise 2 (Enterprise 3 needed?).

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Enterprise 1

NP FTC, LLC

enterprise name

Tim McElroy
contact person

513-290-6396
telephone number

3315 N Oak Trafficway
Kansas City, MO
address

MO

State that company was incorporated in

Enterprise 2

enterprise name

contact person

telephone number

address

State that company was incorporated in

- 1b. Project site:

Enterprise 1

Tim McElroy

contact person

513-290-6396

 telephone number

8250 Seward Road, Fairfield, OH

address

Enterprise 2

contact person

telephone number

address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
 Construction of Class A industrial warehouse development for distribution and manufacturing

- 2b. List primary 6 digit NAICS # 49311
 Business may list other relevant SIC numbers.
- 2c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred)
 N/A

- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
 LLC

3. Name of principal owner(s) or officers of the business (attach list if necessary).
 Nathaniel Hagedorn, Founder/CEO

4. Is business seasonal in nature? Yes ____ No x
- 5a. State the enterprise's current employment level at the proposed project site:
 0

- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact Ohio Department of Development early in the discussions.
 Yes _____ No x
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
0
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
N/A
- 6a. Has the Enterprise previously entered into a tax incentive agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes _____ No x
- 6b. If yes, list the local legislative authorities, date, and term of the incentives for each tax incentive agreement: _____
7. Does the Enterprise owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes _____ No x
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes _____ No x
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes _____ No x
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary). _____
8. Project Description (attach additional pages if necessary):
NorthPoint will be construction two class-A industrial speculative buildings on the property that will be marketed to manufacturers, warehouse and distribution companies
9. Project will begin March 2023 and be completed March 2024 provided a tax exemption is provided.
- 10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):
312
- 10b. State the time frame of this projected hiring: Hiring estimated to begin in March 2024 and conclude March 2026

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): 312 permanent employees

11a. Estimate the amount of annual payroll such new employees will add (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

\$ <u>11,681,280</u>	Full Time (permanent)
\$ _____	Part Time (temporary)
\$ _____	Permanent
\$ _____	Temporary

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

\$ 0 (The annual payroll of **existing** Ohio jobs before expansion into a new facility in the City of Fairfield.)

12. Market value of the existing facility as determined for local property taxation.
\$500,000

13a. Business's total current investment in the facility as of the proposal's submission.
0

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average dollar value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
 \$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Land/Buildings:	\$	
B.	Additions/New Construction:	\$	41,000,000
C.	Improvements to existing buildings:	\$	
D.	Machinery & Equipment:	\$	
E.	Furniture & Fixtures:	\$	
F.	Inventory:	\$	
	Total New Project Investment:	\$	41,000,000

15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)
Tax abatement is required in order to activate the property from significant site constraints including floodplain mitigation, ground improvements for building foundations and access constraints

Submission of this application expressly authorizes the City of Fairfield of Butler County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

NorthPoint Development	6/28/2022
_____ Name of Enterprise	_____ Date
 _____ Signature	_____ Tim McElroy, Regional Vice President Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to final CRA Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

Exhibit D**[Form of Assumption Agreement]****PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104; NP FTC, LLC (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Company and the City, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the Fairfield City Council (the “City Council”) by Ordinance No. 173-95 adopted November 27, 1995, created the “City of Fairfield Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code (the “Original Area”) and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the “Area”) and designated the entire Area the “City of Fairfield, Ohio Community Reinvestment Area”; and

WHEREAS, the City Council, by Ordinance _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the City; and

WHEREAS, on _____, the Company and the City entered into the _____ CRA Agreement, concerning the Project Site as defined in the CRA Agreement (as particularly described in Exhibit B to the CRA Agreement); and

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit B, may be referred to hereinafter as the “Transferred Property”) to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the “Transfer Date”), and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 13 of the CRA Agreement; and

WHEREAS, in connection with the CRA Agreement, the Owner entered into the School Compensation Agreement, which provides for School District PILOT Payments;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Company contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 3 (“Tax Incentive Review Council”), Section 7 (“Payment of Other Taxes”), Section 11 (“Certification of No Delinquent Taxes”), and Section 17 (“No False Statements”).

2. The City acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 13(B) of the CRA Agreement, the Company is released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. The Company and the Successor acknowledge the obligations set forth in the School Compensation Agreement, which the Company and the Successor have addressed or will address in a separate partial assignment and assumption agreement.

7. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 19 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

CITY OF FAIRFIELD, OHIO

By: _____
 City Manager

Approved as to form:

 Law Director

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____, a _____

By: _____

Print Name: _____

Title: _____

COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT (Fairfield Trade Center)

This agreement between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter “City”), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “FCSD”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), and and NP FTC, LLC, with its main office located at 3315 North Oak Trafficway, Kansas City, Missouri 64116 (hereinafter referred to as “Northpoint”), specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the Fairfield Trade Center Community Reinvestment Area project.

Whereas, the Ohio Community Reinvestment Area Program, pursuant to ORC Section 3735.66 authorizes municipalities to grant real property tax exemptions on eligible new investments; and

Whereas, the City of Fairfield, by Ordinance No. 173-95 adopted November 27, 1995 designated an area within the municipality as a Community Reinvestment Area;

Whereas, effective January 4, 1996, the Director of the Ohio Department of Development determined the area designated by the municipality contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a Community Reinvestment Area;

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on September ____, 2022, to grant a tax exemption to Northpoint and enter into a formal Community Reinvestment Area Agreement (the “CRA Agreement” and the exemption effected thereby being the “CRA Exemption”); and

Whereas, City provided FCSD and Butler Tech notice of the project prior to formal action as required within ORC section 3735.671 (A) (1) or 5709.83, and the FCSD approved the CRA Exemption and CRA Agreement pursuant to Resolution No. _____ adopted on October ____, 2022;

Whereas, City, FCSD, Butler Tech, and Northpoint pursuant to ORC section 5709.82 elect to enter into a Compensation Agreement concerning the benefits relating to the aforementioned project.

Now Therefore, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, City, FCSD, Butler Tech and Northpoint agree as follows:

Section 1. FCSD Compensation. Northpoint shall make an annual cash payment to FCSD by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to FCSD shall be in the amount of thirty-two percent (32%) of the total value of the tax exemption received for the preceding tax

year. On or before January 31 of each year in which a payment is due by Northpoint, City and FCSD shall calculate the amount of the payment and notify Northpoint of this value via an invoice or other correspondence.

Section 2. Butler Tech Compensation. Northpoint shall make an annual cash payment to Butler Tech by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to the Butler Tech shall be in the amount of one percent (1%) of the total value of the tax exemption received for the preceding tax year. On or before January 31 of each year in which a payment is due by Northpoint, City and Butler Tech shall calculate the amount of the payment and notify Northpoint of this value via an invoice or other correspondence.

Section 3. Waiver of Notice Provision. FCSD and Butler Tech hereby waive any notice provisions pursuant to ORC 3735.671 (A) (1) or 5709.83 for this tax exemption only.

Section 4. Amendments. This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes. Should the State of Ohio significantly alter the manner in which funding is provided to local and joint vocational school districts, then all parties agree to reconsider the terms of this agreement for possible amendment.

Section 5. Entire Agreement. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this agreement.

Section 6. Assignment. This agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties hereto, and their respective successors and assigns. No party shall assign this Agreement without the written consent of the other parties, except that the Owner may assign, in whole or in part, its rights and obligations under this agreement without the written consent of the other parties to any party taking an assignment, in whole or in part, of the CRA Agreement. Provided any assignee of the Owner accepts in writing all the obligations of the Owner hereunder, including but not limited to the obligation to make payments to FCSD and Butler Tech, the assigning Owner shall be released from those obligations on the effective date of the assignment.

Section 7. Notices. All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

City: City Manager
5350 Pleasant Avenue, Fairfield, Ohio 45014

FCSD: Treasurer

4641 Bach Lane, Fairfield, Ohio 45014

Butler Tech: Chief Financial Officer
3603 Hamilton Middletown Road, Hamilton, Ohio 45011

Northpoint: Regional Vice President (Ohio)
3315 North Oak Trafficway, Kansas City, Missouri 64116

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

Section 8. Severability of Provisions; Incorporation of Recitals. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted. The recitals to this agreement are incorporated herein as a part of this agreement.

Section 9. FCSD and Butler Tech agree that the only compensation to FCSD and Butler Tech with respect to the CRA Agreement and CRA Exemption is set forth in this agreement, and that FCSD and Butler Tech shall not seek or be entitled to any other compensation from the Owner or the City, unless otherwise mutually agreed to in writing signed by all parties to this agreement.

In witness thereof, the City of Fairfield by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2022, the Fairfield City School District Board of Education by Nancy Lane, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2022, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this _____ day of _____, 2022, and NP FTC, LLC, by Tim McElroy, its Regional Vice President, has caused this instrument to be executed this _____ day of _____, 2022.

Witness:

**FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By _____
Nancy Lane, Treasurer

NP FTC, LLC, a Limited Liability
Company

By _____
Tim McElroy, Regional Vice President

**BUTLER TECHNOLOGY AND
CAREER DEVELOPMENT BOARD OF
EDUCATION**

By _____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By _____
Scott W. Timmer, City Manager

Approved as to content:

Approved as to form:

Greg Kathman
Fairfield Director of Development Services

John H. Clemmons
City of Fairfield Law Director

Attachment: School Comp Agreement - Fairfield Trade Center (3326 : CRA Tax Abatement for Fairfield Trade Center)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES FOR NP FTC, LLC, FOR CONSTRUCTION OF TWO SPECULATIVE INDUSTRIAL BUILDINGS AT THE PROPERTY KNOWN AS THE MORRIS FARM LOCATED AT 8250 SEWARD ROAD AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement which will provide property tax incentives for NP FTC, LLC, at the property known as the Morris Farm which is located at 8250 Seward Road in accordance with the agreements on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the project be authorized to proceed and create additional employment as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\NP FTC-Community Reinvestment Agr-Ord

Attachment: NP FTC-Community Reinvestment Agr-Ord (3326 : CRA Tax Abatement for Fairfield Trade Center)



City Council Ordinance
Regular Meeting - October 11, 2022

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:

Butler County Mutual Police Aid Agreement

Legislation Title:

Ordinance to authorize the City Manager to enter into the Butler County Mutual Police Aid Agreement and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manager to enter into the Butler County Mutual Police Aid Agreement to provide for additional police protection and related support in times of emergency.

Background/Synopsis: This agreement clarifies the authority of other jurisdictions as it relates to providing mutual aid in times of emergency. Specifically, allowing for the immediate response of outside jurisdictions to an emergency without the specific request of the jurisdiction suffering the emergency. Furthermore, it provides on duty law enforcement officers that observe crimes in progress outside of their jurisdictional boundaries, the authority to make arrests according to established law.

Financial Impact: None.

Emergency Provision Explanation: This agreement provides critical updates to our mutual aid response within the County.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Butler County Police Mutual Aid Agreement (Final)
2. Butler County Mutual Police Aid-Ord

BUTLER COUNTY MUTUAL POLICE AID AGREEMENT

WHEREAS, certain political subdivisions, elected officials and local governmental units within Butler County, Ohio acknowledge that law enforcement personnel, in the course of their statutorily required duties, often travel outside their jurisdiction in fulfillment of such duties; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to ensure that when law enforcement personnel from a jurisdiction participating in this agreement is on duty outside of their jurisdiction or responding to a call for assistance outside their jurisdiction said law enforcement personnel have the authority to undertake any tasks, conduct, service or functions required by that law enforcement personnel's professional obligation; and

WHEREAS, Sections 311.07, 2935.03(A) of the Ohio Revised Code provide the Butler County Sheriff with jurisdiction to enforce the law throughout Butler County; and

WHEREAS, Sections 505.43 and 737.04 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into mutual police aid agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of political subdivisions, elected officials and governmental units within Butler County, Ohio, including police districts, may become parties to this Agreement by appropriate authorization and execution of a copy hereof by the elected official, or by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Butler County Sheriff's Office, 705 Hanover Street, Hamilton, Ohio 45011. The Butler County Sheriff's Office shall immediately send to each new party to this Agreement a copy of each signed Agreement and a list indicating the names of the political subdivisions and governmental units which have executed the Agreement.

The parties hereto mutually agree as follows:

1. Each party to this Agreement agrees that, when an on-duty law enforcement officer from an agency which is a party to this Agreement observes a crime in progress outside said officer's jurisdiction, but in the jurisdiction of another party to this Agreement, the officer may make arrests according to law and take such measures as necessary to preserve the crime scene. The arresting officer shall notify the agency in whose jurisdiction the crime was committed as soon as reasonably possible after the officer makes the arrest and, when practical, will relinquish control of arrested parties, evidence and the crime scene. The agency having jurisdiction where the crime was committed will handle all applicable reports, bookings and follow up as necessary to effectively investigate and prosecute the arrest, unless otherwise agreed upon by all involved parties. Furthermore, it is also understood that in some circumstances the ability to formally request assistance may not be practical. Therefore, it is agreed upon that an on duty law enforcement officer may, without a formal request for assistance, respond to a felony crime in progress or to render aid to any law enforcement agency or officer in an emergency situation.

2. The provisions of this agreement shall also apply to any officer who responds, while on duty, in accordance with the operating procedure of his/her employing law enforcement agency, to an emergency call for assistance from another department or officer, outside of the responding officer's jurisdiction.
3. In any situation in which additional assistance is called for pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction are pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.
4. In accordance with its own policies and general orders, each party to this Agreement maintains police officers, personnel and equipment, which may include canines. ("Resources"). Nothing herein shall obligate any parties to this Agreement to employ or maintain any Resources, nor shall any portion of this Agreement regulate or affect any of the parties to this agreement's procedures regarding same.
5. The parties to this Agreement are governmental entities/political subdivisions and lack authority to indemnify. The parties to this Agreement, agree to be and shall be responsible for their own negligence, actions or omissions, and/or the negligence, actions, or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Agreement. The parties to this Agreement agree to be individually and solely responsible for all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or omissions and/or the negligence, actions or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this Agreement.
6. In no case shall the party herein called upon or present at the time a crime occurs be liable in damages to any other party hereto, or contractual obliges, for failure to answer any police call for assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of equipment or personnel, or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory, or while responding to a call pursuant to the terms of this Agreement
7. Chapter 2744 of the Ohio Revised Code, so far as it is applicable to the operation of law enforcement agencies, applies to the contracting political subdivisions and government units hereunder and to their law enforcement agency members when such members are rendering service outside of their own political subdivision or governmental unit pursuant to this Agreement.

8. Law enforcement agency members acting outside of the political subdivision or governmental unit in which they are employed may participate, if the rules of the Board of Trustees of the policemen's pension or indemnity fund provide therefor, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing political subdivision or governmental unit. They are entitled to all rights and benefits of Chapter 4123 of the Ohio Revised Code to the same extent as while performing service within their own political subdivision or governmental unit, provided that such members are acting upon authorization of a duly-designated officer or employee of the employing subdivision.
9. The parties agree that no charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration. It is agreed that the consideration for this Agreement is derived from the mutual benefit to each of the parties hereto in the availability of increased resources.
10. The parties agree that all pension, disability, death benefits, worker's compensation, and other benefits enjoyed by law officers through their respective agencies shall extend to the services those officers perform outside their respective political subdivision to the same extent as while acting within the boundaries of their own political subdivision and shall be the sole responsibility of the officer's law enforcement agency and political subdivision
11. This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.
13. This Agreement shall constitute the entire understanding and agreement between the parties to this Agreement, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the parties to this Agreement.
14. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
15. This Agreement shall become operative as to the undersigned party when deposited with the Butler County Sheriff's Office.
16. This Agreement may be executed in multiple counterparts.

Scott W. Timmer
City Manager

Date

Approved As To Form:

John A. Clemmons
Law Director

Date

Approved As To Content:

Stephen B. Maynard
Chief of Police

Date

In Witness Whereof, _____
Sheriff Richard K. Jones
Butler County Sheriff's Office

Date

IN WITNESS THEREOF and pursuant to Resolution No. _____ adopted on _____ by
the Council of the City of _____, Butler County, Ohio

_____, Council Member Date _____

_____, Council Member Date _____

_____, Council Member Date _____

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO
THE BUTLER COUNTY MUTUAL POLICE AID AGREEMENT AND
DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into the Butler County Mutual Police Aid Agreement in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that this agreement provides critical updates to our mutual aid response within the County; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Butler County Mutual Police Aid-Ord

Attachment: Butler County Mutual Police Aid-Ord (3329 : Butler County Mutual Police Aid Agreement)



City Council Ordinance
Regular Meeting - October 11, 2022

Submitted by: Randy McCreadie,
 Submitting Department: Fire

Subject:

Appropriation of funds to purchase Medical Equipment awarded through the AFG

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Stryker Corporation for the purchase of medical equipment for the Fire Department awarded through the Assistance to Firefighters Grant (AFG) and declaring an emergency.

Recommendation:

Background/Synopsis:

The Fire Department applied in November 2021 for an Assistance for Firefighters Grant (AFG) through FEMA for funding to purchase (3) cardiac monitor/defibrillators and (3) automatic chest compression devices. The grant award was previously accepted by City Council. This is a reimbursement grant, so the department must purchase the equipment and submit for reimbursement. The total appropriation would be \$192,877.71. The City will receive 90% reimbursement of the final total cost of the equipment.

Financial Impact:

Emergency Provision Explanation:

Rule suspension and emergency are requested due to the timeline of the grant.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Stryker-Ord

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STRYKER CORPORATION FOR THE PURCHASE OF MEDICAL EQUIPMENT FOR THE FIRE DEPARTMENT AWARDED THROUGH THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with Stryker Corporation for the purchase of medical equipment for the Fire Department awarded through the Assistance to Firefighters Grant (AFG) in accordance with the agreement on file in the office of the City Manager. This ordinance is authorized as an emergency without formal competitive bidding because of the immediate need for the equipment and to complete the purchase before price increases and to meet the grant timeline.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the timeline of the grant be met; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

Attachment: Stryker-Ord (3331 : Appropriation of funds to purchase Medical Equipment awarded through the AFG)

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Stryker-Ord

Attachment: Stryker-Ord (3331 : Appropriation of funds to purchase Medical Equipment awarded through the AFG)



City Council Ordinance
Regular Meeting - October 11, 2022

Submitted by: Alisha Wilson, Clerk

Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022."

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$192,878 for purchase of medical equipment - Fire Department

Financial Impact: \$192,878.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 10-11-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$192,878
To:	40216025-253200 Capital Equipment (Medical Equipment 2FD01)	\$192,878

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - October 11, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022."

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$14,500 for asphalt repairs - Water Division;
 \$14,600 for Manhole Rehabilitation on Factory Drive.

Financial Impact: \$29,100.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.101122
2. NonContractual 10-11-Ord



**City Council Information Item
Regular Meeting - October 11, 2022**

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:

Appropriation for asphalt repairs - Water Division

Legislation Title:

Appropriation for asphalt repairs - Water Division

Background/Synopsis:

This request is for appropriations necessary to pay for pavement and asphalt improvements associated with Water Division distribution system excavations. Water Division staff and contractors regularly perform excavations to repair or replace buried water piping; oftentimes these excavations are done “in the street”.

An appropriation in the amount of \$14,500 is being requested. Work will be performed by City-approved vendors/contractors, using approved financial protocols.

Financial Impact:

An appropriation in the amount of \$14,500 is being requested to pay for various pavement and asphalt improvements. 2022 funding for this project is included in the approved 2022-2026 Capital Improvement Program (CIP) under project 2WT14 (Asphalt/Concrete Replacement). The funding source is the Water Surplus Fund.



City Council Information Item
Regular Meeting - October 11, 2022

Submitted by: Matt Young,
Submitting Department: Public Utilities

Subject:

Manhole Rehabilitation - Factory Drive

Legislation Title:

Manhole Rehabilitation

Background/Synopsis:

The City owns and maintains approximately 176 miles of sanitary sewer and 4500 concrete manholes. The sanitary sewer system serves residential and commercial customers that have the potential to generate a wastewater discharge that can be aggressive to the City infrastructure. High hydrogen sulfide gas levels and total dissolved solids in the liquid waste can have a negative or aggressive effect on the concrete manholes in the system. As such, the City needs to perform regular and preventative maintenance in areas where repair is required or deemed necessary by staff as a best practice.

This appropriation request will allow for the rehabilitation of three manhole structures on Factory Drive by a qualified contractor. The structure will be rehabilitated using a liner system and heavy-duty epoxy. The City proposes to use Municipal & Contractors Sealing Products, Inc., to perform the work, per attached proposal.

Financial Impact:

An appropriation in the amount of \$14,600.00 (\$11,600 quoted and \$3,000.00 contingency) is being requested for manhole rehabilitation services. Primary funding for this project is requested from 2WW03 SANITARY MANHOLE REHABILITATION and supplemental funding is requested from 2WW01 SANITARY SEWER REHABILITATION. These funding sources are included in the approved 2022-2026 Capital Improvement Program (CIP). The funding source is the Sewer Replacement and Improvement Fund 623.

Attachments:

1. Factory Drive Quote

**Municipal & Contractors Sealing Products**

7740 Reinhold Drive

Cincinnati, Ohio 45237

Phone: (513)482-3300, Fax: (513)482-3309

Date: **September 26, 2022**PROJECT NAME: **Factory Drive Manhole Rehab- Fairfield**

Municipal & Contractors Sealing Products, Inc. proposes the following pricing on the above referenced Project.

PRICING QUOTE					
ITEM	DESCRIPTION	EST.QTY	UNIT	UNIT PRICE	TOTAL
1	Manhole Epoxy Coating	40	VF	\$290.00	\$11,600.00
					\$11,600.00
The above pricing includes the following contingencies: 1. Mobilization cost is included in the pricing above. There will be an additional mob for any scope added. 2. Access to Manhole is Required 3. Access to Water is Required 4. Traffic control, cones & signs, is included- anything additional is on owner 5. Bypass is included 2" pump w/ 200' of lay-flat hose- anything additional is on owner 6. Cleaning is included 7. Place to washout equipment is required 8. Any permits if required are not included ☒ *Pricing is valid for 30 days from the date of the quote *Pricing does not include Taxes					
Terms & Conditions: 1. If requested, a general Certificate of Insurance will be provided. 2. Neither party shall be liable to the other for any consequential damages relating to or arising out of the Contract. 3. The work quoted in this proposal will be in conformance with all plans & specifications. This quote is subject to negotiation and agreement of the parties on other terms and conditions. 4. Quantities are estimates but if the actual quantities are decreased by more than 25% of the estimated quantities, then Municipal & Contractors Sealing Products, Inc. reserves the right to request an adjustment to the unit price of that line item. 5. When applicable, monthly progress and partial payment requests will be submitted for the work completed during the specified time period. The General Contractor is responsible for submitting these payment requests to the Owner within 14 days of the receipt of the requests. 6. Payments are due within 30 days of the invoice date and/ or within 7 days after the General Contractor receives payment from the Owner. 7. The General Contractor will provide us with the Contract number, any specifications, wage rates and the county the work will take place in before the work begins. PW PROJECT (circle one) YES NO					

Offered by:

Accepted by:

Date: _____

Municipal & Contractors Sealing Products

Company

Company

Jeremy Recklein

Signature

Signature

Jeremy Recklein / Vice President

Printed Name/ Title

Printed Name/ Title

This accepted proposal constitutes a formal contract and must be signed and received back by this office before any work will be performed on the Project.

Attachment: NonContractualAppropriations.101122 (3333 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Water Surplus Fund	\$14,500
	60416025-252000 Improvements Other Than	
To:	Building	\$14,500
	<i>(Asphalt/Concrete Replacement 2WT14)</i>	
From:	Unappropriated Sewer Replacement & Improvement Fund	\$14,600
To:	62316025-252000 Improvements Other Than	\$14,600
	Building	
	<i>(Sanitary Manhole Rehabilitation 2WW03</i>	
	<i>(\$11,600); Sanitary Sewer Rehabilitation 2WW01</i>	
	<i>(\$3,000))</i>	

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

Attachment: NonContractual 10-11-Ord (3333 : Non-Contractual Appropriations)

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\NonContractual 10-11-Ord

Attachment: NonContractual 10-11-Ord (3333 : Non-Contractual Appropriations)