

Bethel

TOWNSHIP

MIAMI COUNTY - OHIO

May 23, 2023
REGULAR BUSINESS MEETING, 7:00 P.M.

In attendance:

- Trustees:** Beth vanHaaren
Julie Reese
Don Black
- Staff:** Administrator Andy Ehrhart
Fiscal Officer Deborah Watson
Zoning Administrator Mike Arnold

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

Trustee vanHaaren made a motion to approve the May 2, 2023 minutes. Discussion took place to remove statement of who edited the minutes. The Trustees could not agree. There was no second to this motion so the minutes were not approved.

STAFF REPORTS

SHERIFF

None

FIRE

Bethel Township Fire Department

Tipp City, OH

This report was generated on 5/18/2023 10:34:03 AM



Incident Type Count per Station for Date Range
Start Date: 05/06/2023 | End Date: 05/18/2023

INCIDENT TYPE	# INCIDENTS
Station: 1 - BETHEL TWP FIRE DEPT.	
142 - Brush or brush-and-grass mixture fire	2
320 - Emergency medical service, other	2
321 - EMS call, excluding vehicle accident with injury	17
322 - Motor vehicle accident with injuries	1
542 - Animal rescue	1
611 - Dispatched & cancelled en route	4
631 - Authorized controlled burning	1

Incidents for 1 - Bethel Twp Fire Dept.: 28

Bethel Township Fire Department

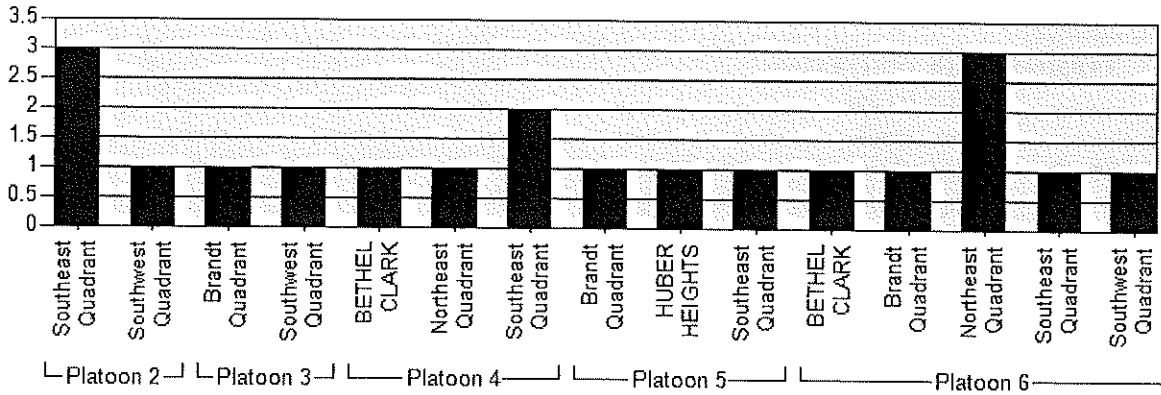
Tipp City, OH

This report was generated on 5/5/2023 3:38:01 PM



Incidents per Zone per Shift for Date Range

Start Date: 04/22/2023 | End Date: 05/05/2023



SHIFT	ZONE	# INCIDENTS
Platoon 2	Southeast Quadrant	3
	Southwest Quadrant	1
Platoon 3	Brandt Quadrant	1
	Southwest Quadrant	1
Platoon 4	BETHEL CLARK	1
	Northeast Quadrant	1
	Southeast Quadrant	2
Platoon 5	Brandt Quadrant	1
	HUBER HEIGHTS	1
	Southeast Quadrant	1
Platoon 6	BETHEL CLARK	1
	Brandt Quadrant	1
	Northeast Quadrant	3
	Southeast Quadrant	1
	Southwest Quadrant	1

TOTAL: 20

ZONING

Since the last Trustee meeting, the following zoning certificate applications have been received

ZC-23-23	6057 S SR 202	POOL
ZC-24-23	8368 US RT 40	GARAGE

Since the last Board of Zoning Appeals (BZA) meeting, the following application is in process

Case: CU-05-23: A request from Blandy Enterprises located 5576 SR 202, Tipp City, Oh 45371, to operate a "Health and Wellness" center out of pre-existing building located on the property. A 60.35 acre parcel currently zoned A-2. Miami County parcel ID # A01-07185.

Since the last Zoning Commission (ZC) meeting, following zoning amendment applications are in process

Case ZA-04-23: A request from Katherine Ward at 731 E. First St, Dayton, Oh 45402, to re-zone 10 acre Miami County Parcel #A01-040000, located at 4709 US RT 40, from R-1AAA/A-2 to A-1.

YEAR TO DATE (2023):

Certificates issued in 2023: 4

Declarations received in 2023:2

Variations requested in 2023: 4

Variations approved in 2023: 4

Conditional Use requested in 2023: 5

Conditional Use approved in 2023: 4 (1 TBD)

Zoning Amendments requested in 2023: 2

Zoning Amendments approved in 2023: 1

BOARDS & COMMISSIONS

MIAMI COUNTY PLANNING COMMISSION:

May 16, 2023, at 7:00PM

BETHEL TOWNSHIP BOARD OF ZONING APPEALS (BZA):

May 25, 2023, at 6:30PM

BETHEL TOWNSHIP ZONING COMMISSION (ZC)

May 25, 2023, at 7:30PM

ADMINISTRATORS REPORT

There are two Resolutions on the agenda this evening.

The first Resolution is to consider an annexation agreement between Bethel Township and the City of Huber Heights. The highlight to this agreement is that it will block annexation outside of the

area created by the boundaries of State Route 202, US 40 and State Route 201 for a period of 50 years.

The next Resolution for the promotion of Mike Arnold and Terry Weldon to Battalion Chiefs and Ben Cahill to Captain. Normally we would do a swearing in presentation but to the agenda this evening, I will schedule that for the next Regular Meeting.

We have ordered the Fire Safety House that was approved at the last meeting. I have also applied for a grant to the Tipp City Foundation for reimbursement of some or all funds.

The Fire Department participated in “water days’ at the school on Friday. They provided water activities for the students.

TRUSTEE REPORTS

TRUSTEE REESE

- Trustee Reese attended the Land & Lifestyle Preservation Committee on 5/10. Highlights discussed were the land use plan updates and upcoming the yard sale.
- She reported the yard sale is coming together... signs are ready; township businesses are excited about our “shop local” table and are bringing business cards and flyers, and are donating door prizes; planning is complete, we are ready to go. It’s just a little over a week away on Saturday 6/3/23 @ Friendship Park. See the flyers on the table for more info and keep an eye out for social media updates.
- She attended the Bethel Alumni Banquet on 5/13. It is a nice community event and she got to catch up with some folks she hadn't seen in awhile. It’s a yearly event held by the Bethel Alumni Association where they also award scholarships to several students. If you get a chance to go in the future, she highly recommends it.
- She attended the 5/11 and 5/15 Bethel school board meetings. Annexation was not a topic.

TRUSTEE Vanhaaren

Reported that she and Administrator Ehrhart and Fiscal Officer Watson watched a webinar on Township Policies.

TRUSTEE DON BLACK

Trustee Black reported that he had been working on the Siler Property, the asbestos removal is complete. He is good to finish up the clean-up. He has a crew at the Bethel Local Schools working on the Roadway.

PUBLIC COMMENTS FOR ITEMS ON THE AGENDA

There were numerous residents that spoke against the Annexation Agreement.

These were Bethel Township Residents:

Peri Bonner

Donna Beam

Jeff Morford

Donna Hughes
Michele Coppock
Bobbi Cantrell
Nikki O'Quinn
Tanya Wells
Natalie Donahue
Jenny Hodge
Michele Pfrogner
Maryann Layton
Jackie Leskowich
Andy Vieth
Diane Vieth
Jasmine Fernandez
Kama Dick
Lorna Ferderer

There were also a few Residents from Huber Heights that also commented on the Annexation Agreement.

Paul Schaeffer
Teri Lussier.

MOTION TO ENTER INTO EXECUTIVE SESSION FOR THE PURPOSES OF:

A: Pursuant to Ohio Revised Code Section 121.22(G)(8) for the purpose of considering confidential information related to the marketing plans, specific business strategy, and trade secrets of an applicant for economic development assistance that is to be provided or administered pursuant to O.R.C. Section 5709.73 to 5709.75, inclusive. The executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the proposed economic development project.

The motion was moved by Trustee: **Beth vanHaaren**
And seconded by Trustee: **Julie Reese**

VOTE:

Trustee Beth vanHaaren	YES
Trustee Julie Reese	YES
Trustee Don Black	YES

ENTERED INTO AT 9:21PM

MOTION TO COME OUT OF EXECUTIVE SESSION AT 10:01

The motion was moved by Trustee: **Beth vanHaaren**
And seconded by Trustee: **Julie Reese**

VOTE:

Trustee Beth vanHaaren	YES
Trustee Julie Reese	YES
Trustee Don Black	YES

ACTION ITEMS

RESOLUTION #23-05-050

A RESOLUTION APPROVING THE FOLLOWING ANNEXATION AGREEMENT WITH THE CITY OF HUBER HEIGHTS AND AUTHORIZING THE BETHEL TOWNSHIP ADMINISTRATOR TO EXECUTE SAID AGREEMENT

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into on or as of the _____ day of June, 2023 (the “Effective Date” herein) by and between the Board of Trustees of Bethel Township, the legislative authority of and for Bethel Township, a political subdivision duly organized and validly existing under the laws of the State of Ohio (“Township” or “Bethel” herein), and the Council of the City of Huber Heights, Ohio, the legislative authority of and for the City of Huber Heights, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the State of Ohio (“City” or “Huber Heights” herein, collectively with the Township, the “Parties” and each a “Party” hereto).

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within certain areas of Miami County, Ohio (“County” herein); and

WHEREAS, certain landowners have filed an annexation petition pursuant to the provisions of Section 709.023, which has subsequently been approved by the Miami County Board of County Commissioners and the City has expressed a desire to pursue and accept the annexation of the property consisting of 260.369+/- acres identified as Miami County Auditor tax parcel numbers A01-012300, A-01-012310, A01-044400, A01-012210, A01-012200, A01-015000, A01-016400 (collectively the Current Annexation); and

WHEREAS, the Parties agree there is an additional acreage located next to the current property seeking to annex that may be annexed by the City in the future pursuant to the terms of this Agreement.

WHEREAS, the Parties believe that annexation of a certain parcels of real property, which include the Current Annexation parcels, located within Bethel Township, which parcels are listed and described in Attachment A, which is attached hereto and incorporated herein, will benefit the City in future development (collectively, the “Annexation Parcels”); and

WHEREAS, the Annexation Parcels are further depicted and shown on the map labeled “Annexation Parcel Map” attached hereto and incorporated herein as Attachment B, provided that in the event there is any discrepancy between Attachments A and B, the specific tax parcels reference contain in Attachment A shall prevail; and

WHEREAS, the Parties have further agreed that upon the annexation of the Annexation Parcels in the Annexation Parcel Map, that the City will conform the boundaries of such parcels pursuant to Chapter 503 of the Ohio Revised Code and the Township will waive any required statutory reparations due and owing to the Township; and

WHEREAS, the City has further agreed to an annexation prohibition during the term of this Agreement of all parcels located outside of the Annexation Parcels and Annexation Parcel Map that are located in the unincorporated area of the Township; and

WHEREAS, the City and Township are willing to entertain requests for economic development assistance in connection with infrastructure improvements and extensions of utility services affecting parcels in the Annexation Parcels and Annexation Parcel Map and potential future commercial, industrial and retail uses located in the unincorporated areas of the Township upon terms mutually satisfactory to both Parties; and

WHEREAS, this Agreement is authorized under the provisions of Section 709.192 of the Ohio Revised Code and other applicable laws of the state of Ohio, and has been approved by the respective legislative authority of both Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCEL AND LIMITATIONS

Section 1.1. Designation of Agreement Territory and Annexation Parcels. This Agreement shall cover and be applicable to all of the area within the unincorporated area of the Township (the "Agreement Territory"). This Agreement shall also apply to the annexation of the Annexation Parcels enumerated on Attachment A. The perimeter boundary of the Annexation Parcels contained in the Annexation Parcels Map is graphically set forth on Attachment B for purposes of reference only.

Section 1.2. Annexation of Annexation Parcels. The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of the Agreement.

- A. **Current Annexation Petition:** Landowners have filed an annexation petition pursuant to Section 709.023 of the Ohio Revised Code for the Current Annexation. The Current Annexation was approved by the Miami County Board of County Commissioners. Said parcels are listed as Annexation Parcels and within the Annexation Parcels Map. In the event the parcels contained in the Current Annexation are subdivided, this Agreement shall apply to any new tax parcels created provided that such parcels are not located outside of the geographical area depicted in the Annexation Parcels Map. The Township agrees to support the Current Annexation based upon the City agreeing to an annexation moratorium as set forth in this Agreement. In addition, Township officials and representatives shall refrain from attending City Council meetings and/or otherwise opposing the Current Annexation petition for a period of six (6) months commencing upon the Effective Date of this Agreement.
- B. **Future Procedure:** The petitioners for future annexations of any parcel listed in the Annexation Parcels to the City shall file the annexation pursuant to and shall comply with the provisions of "Expedited Procedure No. 1" as contained in Sections 709.021 and 709.022 of the Ohio Revised Code. The Township hereby specifically consents to and does not oppose the annexation of any such property, provided such annexation complies with the terms of this Agreement. From and after the Effective Date of this

Agreement, annexations of Annexation Parcels from the Township to the City shall only be accepted by the City if the annexation petition is filed pursuant to, complies with and is processed and approved under the provisions contained in Sections 709.021 and 709.022 of the Ohio Revised Code, collectively referred to as "Expedited Procedure No. 1," as such provisions exist on the Effective Date of this Agreement. It is the intention and agreement of the Parties to require that any petition seeking to annex property from the Township to the City be filed pursuant to, comply with and be processed and approved under the provisions of "Expedited Procedure No. 1," and to prohibit the City from accepting an annexation petition which fails to comply with this requirement or that is not an Annexation Parcel or outside of the Annexation Parcel Map. If the provisions of Expedited Procedure No. 1 are subsequently repealed or are modified in such a way as to adversely impact the purpose and intent of this Agreement, the Parties shall, upon the written request of a Party, meet within thirty (30) days after receipt of such request and revise the affected portion(s) of this Agreement in such a manner so as to accomplish the purpose and intent of this Agreement, with time being of the essence. Until the affected portion(s) of the Agreement is so revised, the City shall refrain from accepting any annexation petition.

If any annexation petition is filed and processed seeking to annex to the City any real estate property within the Township which does not comply with the terms of this Agreement, the City shall refrain from any act which would, directly or indirectly, contribute to the success of such petition. This obligation shall include, without limitation, refusing to furnish any City services to the area proposed to be annexed; signing and providing affidavits and furnishing representatives to provide factual testimony in any proceeding in order to oppose the annexation; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's legal counsel, any action seeking such an annexation; refusing to accept any such annexation; and otherwise undertaking such actions as may be reasonably requested by Bethel.

- C. Effect of Annexation: The City shall conform the boundaries of all Annexation Parcels, including the Current Annexation, which have previously been or may be annexed to the City from the Township which have not yet been conformed under and pursuant to Section 503.07 of the Ohio Revised Code in order to exclude the Township from such area(s). The City shall conform the boundaries of the Annexation Parcels within six (6) months following the City's acceptance of an annexation petition. Upon the exclusion of the Township from any such area, the City shall not be required to make any compensation payments to Bethel as set forth in Section 709.19 of the Ohio Revised Code, as said Section exists on the Effective Date of this Agreement.
- D. Township Tax Increment Financing District. The Township passed legislation Bethel Township Resolution Numbers 21-12-095 and 21-10-076 pursuant to Section 5709.73(B) of the Ohio Revised Code creating a tax increment financing over a portion of the area covering the Annexation Parcels. The Township Board of Trustees shall within six (6) months following the City's acceptance of the Current Annexation, pass the appropriate legislation rescinding Bethel Township Resolution Numbers 21-12-095 and 21-10-076 thereby removing the Annexation Parcels from the tax increment financing district. Nothing in this Agreement shall prevent the Township from passing legislation implementing tax increment financing in the Agreement Territory outside of the Annexation Parcels.

- E. Cooperative Efforts: Utilities for the Annexation Parcels are within the existing Facility Planning Area provided by Miami County and Clark County utility systems. The Township will not oppose the extension of such utilities to the Annexation Parcels.

ARTICLE 2

ANNEXATION PROHIBITION

Section 2.1. Annexation Limitation. No property located within the Agreement Territory, except those identified as Annexation Parcels, shall be annexed to or accepted for annexation by the City under any of the annexation procedures provided for in Chapter 709 of the Revised Code (or any similar statutes of like tenor or effect) during the term or any renewal of this Agreement unless such annexation has been approved, in writing, by the Board of Trustees of the Township. For so long as this Agreement is in effect, the City shall not (i) accept any such annexation petitions for any property located within the Agreement Territory, (ii) process or assist in the processing of an annexation petition seeking to annex any property located in the Agreement Territory to the City, or (iii) assist property owners to annex their property located in the Agreement Territory to the City.

Section 2.2. Collaborative Efforts. The Township is willing to entertain requests for economic development assistance without annexation in connection with infrastructure improvements and extensions of utility services affecting parcels in the Agreement Territory that are outside of the Annexation Parcels contained in this Agreement for potential future commercial, industrial and retail uses located in the unincorporated areas of the Township upon terms mutually satisfactory to both Parties.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal. The initial term of this Agreement (the "Initial Term") shall be for a period of fifty (50) years, commencing on the Effective Date and shall, upon timely prior written notice, terminate at midnight, _____, 207_. Unless all legislative authorities of the Parties affirmatively act to terminate this Agreement within one (1) year prior to the expiration of the Initial Term or any subsequent twenty-five (25) year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of twenty-five (25) years, and this Agreement shall continue to be automatically renewed thereafter for similar twenty-five (25) year periods at the end of each renewal period with no limit upon the number of such renewals. The provision herein for automatic extension of this Agreement recognizes that the accrual of benefits to the Parties from this Agreement may take decades. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to

cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available. In any litigation between the Township and the City, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs and expenses of suit, including reasonable attorney fees.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between any Parties. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under O.R.C. Chapter 2744.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement

of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to township under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

Section 5.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into Annexation Agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at:

Bethel Township Board of Trustees
8735 S. Second Street
Tipp City, Ohio 45371
Attention: Township Administrator

(b) The City at:

6131 Taylorsville Road
Government Center
Huber Heights, OH 45424
Attention: City Manager

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Miami County, Ohio.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date first set forth above.

ATTEST:

**THE CITY OF HUBER HEIGHTS,
MONTGOMERY AND MIAMI COUNTIES,
OHIO**

Anthony Rodgers Huber Heights Council Clerk

By: _____
Bryan Chodkowski, Acting City Manager

APPROVED AS TO FORM:

David H. Montgomery, Law Director

ATTEST:

**BETHEL TOWNSHIP
MIAMI COUNTY, OHIO**

Deborah Watson, Township Fiscal Officer

By: _____
Andy Ehrhart,
Township Administrator

FISCAL OFFICERS' CERTIFICATIONS

The undersigned fiscal officer of Bethel Township (Miami County), Ohio hereby certifies that the moneys required to meet the financial obligations of the Township under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Deborah Watson
Fiscal Officer, Bethel Township,
Miami County, Ohio

The undersigned Director of Finance of City of Huber Heights, Ohio hereby certifies that the moneys required to meet the financial obligations of the City under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

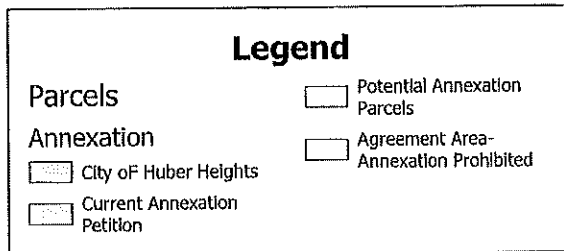
James Bell
Director of Finance, City of Huber Heights, Ohio

ATTACHMENT A **ANNEXATION PARCELS**

Miami County Auditor Tax Parcel Numbers: A01-009800, A01-009810, A01-009850, A01-009900, A01-010100, A01-010200, A01-010300, A01-010400, A01-010500, A01-010700, A01-010800, A01-010900, A01-010950, A01-011100, A01-011200, A01-011510, A01-012200, A01-012210, A01-012310, A01-012400, A01-012450, A01-012500, A01-012510, A01-012520, A01-012600, A01-012700, A01-012800, A01-012900, A01-013000, A01-013100, A01-013200, A01-013300, A01-013400, A01-013500, A01-013510, A01-013520, A01-013530, A01-013600, A01-013800, A01-014050, A01-014060, A01-014400, A01-014401, A01-014402, A01-014403, A01-014405, A01-014500, A01-014540, A01-014800, A01-014900, A01-015000, A01-015100, A01-015200, A01-015300, A01-015400, A01-015500, A01-015600, A01-015700, A01-015800, A01-015801, A01-015802, A01-015803, A01-015804, A01-015805, A01-015900, A01-015901, A01-015902, A01-016000, A01-016100, A01-016200, A01-016300, A01-016450, A01-016660, A01-044000, A01-044300, A01-044310, A01-044500, A01-044540, A01-046300, A01-046400, A01-046420, A01-046500, A01-046600, A01-047000, A01-047100, A01-047200, A01-047300, A01-047350, A01-047400, A01-047500, A01-047600, A01-047700, A01-047800, A01-047900, A01-048200, A01-048250, A01-048252, A01-048253, A01-048255, A01-048256, A01-048300, A01-048400, A01-048500, A01-048700, A01-086046, A01-086048, A01-086050, A01-086051, A01-086052, A01-086053, A01-086054, A01-086055, A01-086056, A01-086058, A01-086059, A01-086060, A01-086061, A01-086062, A01-086063, A01-086064, A01-086065, A01-086066, A01-086067, A01-086068, A01-086069, A01-086070, A01-086071, A01-086073, A01-086074, A01-086075, A01-086076, A01-086077, A01-086078, A01-086079, A01-086080, A01-086083, A01-086084, A01-086085, A01-086086, A01-086087, A01-086088, A01-086092, A01-086093, A01-086094, A01-086095, A01-086096, A01-086097, A01-086098, A01-086099, A01-086100, A01-086101, A01-

086102, A01-086103, A01-086104, A01-086105, A01-086106, A01-086107, A01-086108, A01-086109, A01-086110, A01-086111, A01-086112, A01-086113, A01-086114, A01-086115, A01-086116, A01-086117, A01-086118, A01-086119, A01-086120, A01-086121, A01-086122, A01-086123, A01-086125, A01-086129, A01-086130, A01-086131, A01-086132, A01-086133, A01-086134, A01-086135, A01-086136, A01-086137, A01-086138, A01-086139, A01-086140, A01-086141, A01-086142, A01-086143, A01-086144, A01-086145, A01-086146, A01-086211, A01-086212, A01-086213, A01-086214, A01-086215, A01-086216, A01-086220, A01-086221, A01-086229, A01-250005, A01-250008, A01-250040, A01-250042, A01-250055, A01-250105, A01-250107, A01-250122, A01-250140, A01-250142, and A01-250144.

**ATTACHMENT B
ANNEXATION PARCEL MAP**



This is a summary of the statements made by Trustee Reese:

- We all know that Huber will annex with or without an agreement, so the question becomes “what is best for our community?”
- She is doubtful that the agreement will hold up for 50 years, so she felt like we may be giving away the farm for what may be nothing in return. Problem is, we just don’t know if it will hold up in court. We also can’t predict how the annexation laws may change and if they could impact the agreement in the future.
- We are giving up a lot to get a moratorium that may not stand: we must support the 260 acre annexation; we can’t fight additional land that could be annexed within the 201/40/202 boxed area; we get zero dollars in reparations for giving up the land and the TIF that is currently on the land; we cannot oppose the expansion of county utilities to the annexation parcels; we trustees cannot attend or speak at a Huber meeting for six months.
- She stated she is squarely and without question against any annexation. But again, knowing they can annex with or without our consent, do we give up the battle on the boxed area between 201 & 202 & 40 in order to potentially protect the rest of the township for the next 50 years?
- I am very disappointed in the process. This is likely the most important decision in our township’s history but yet we didn’t hire a professional negotiator; we didn’t have one public hearing to gather feedback from our citizens; we only a few hours ago published the agreement so that our residents could review it and comment on it at today’s meeting, their last chance before the vote.
- This was a gut-wrenching decision for her. She has spent many sleepless nights weighing both sides and trying to figure out what is best for our township.
 - Huber can annex the 260 acres no matter what. So, do we roll the dice and hope that they sign the agreement and hope that it is enforceable for the next 50 years?
 - She wants the best outcome for the township even though we are in a no-win situation. So even though she is not sure it is all being done in good faith, she still felt like we may have to take a chance on getting a 50-year moratorium.
 - She did not want to give Huber any excuses to not sign the agreement. She didn't want to give Huber a doc to use against the township saying that we are for annexation, because we are not for annexation.
 - She wanted to be clear that this is not a vote to support annexation - it is a big bitter pill to swallow to potentially get a 50-year annexation moratorium to protect the remainder of our township.

Trustee vanHaaren stated that she had been a Trustee for 18 years and have talked a lot about annexation and looked for many ways to stop it. We are bordered on all 4 sides of the Township. The laws are stacked against Townships. None of us support annexation. This annexation is moving forward no matter what. So, to get a 50-year moratorium on annexation this would be a win. This is a hard decision to make.

Trustee Black stated we have talked about annexation all night. We do not support annexation. I always wanted there to be a line where it would stop.

The motion was moved by Trustee: **Beth vanHaaren**
And seconded by Trustee: **Julie Reese**

VOTE:

Trustee Beth vanHaaren	YES
Trustee Julie Reese	YES
Trustee Don Black	YES

RESOLUTION #23-05-051

**A RESOLUTION PROMOTING CAPTAIN MIKE ARNOLD TO BATTALION CHIEF,
PROMOTING CAPTAIN TERRY WELDON TO BATTALION CHIEF AND PROMOTING
LIEUTENANT BEN CAHILL TO CAPTAIN OF THE BETHEL TOWNSHIP FIRE
DEPARTMENT.**

WHEREAS: The Bethel Township Fire Department needs to have capable and consistent leadership,
and;

WHEREAS: The Bethel Township Fire Chief has recommended the following promotions

Captain Mike Arnold promoted to Battalion Chief

Captain Terry Weldon promoted to Battalion Chief

Lieutenant Ben Cahill promoted to Captain

and;

WHEREAS: The Bethel Township Fire Chief deems it necessary to promote these individuals to round
out the command staff of the Fire Department, therefore;

**BE IT RESOLVED that the Captain Mike Around be promoted to Battalion Chief; Captain Terry
Weldon be promoted to Battalion Chief; and Lieutenant Ben Cahill be promoted to Captain of the
Bethel Township Fire Department.**

CERTIFICATE OF RECORDING OFFICER

I, DEBORAH A. WATSON, HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY
OF RESOLUTION #23-05-051 ADOPTED BY THE BOARD OF TRUSTEES OF BETHEL TOWNSHIP,
MIAMI COUNTY HELD ON THE 23rd DAY OF MAY 2023, AND THAT I AM DULY AUTHORIZED TO
EXECUTE THIS CERTIFICATE

DEBORAH A. WATSON
FISCAL OFFICER
BETHEL TOWNSHIP, MIAMI COUNTY

The motion was moved by Trustee: **Julie Reese**
And seconded by Trustee: **Beth vanHaaren**

VOTE:

Trustee Julie Reese	YES
Trustee Beth vanHaaren	YES
Trustee Don Black	YES

PUBLIC COMMENTS ON ANY TOPIC

Resident Nicki O’Quinn stated that she could see that this was a very tough decision to make. I can see you have made the best decision for the Township.

Resident of Huber Heights, Paul Shaffer said, I feel for you, this was a very difficult decision. I hope you do a cover letter that states you do not support annexation but you are doing what’s best for your people.

ANNOUNCEMENTS

May 25	BZA Meeting 6:30pm*/Zoning Commission at 7:30pm*
May 29	Township Offices CLOSED in Observance of Memorial Day
June 6	Trustee Workshop Meeting, Township Meeting Room, 9:00am
June 13	Trustee Regular Meeting Township Meeting Room, 7:00PM
June 20	Trustee Workshop Meeting, Township Meeting Room, 9:00am

An * indicates a meeting will be held only if needed.

RESOLUTION 23-01-052

A RESOLUTION TO RECORD ELECTRONIC PAYMENTS 412-451 AND THE WARRANTS 53923-53941

BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF BETHEL TOWNSHIP, MIAMI COUNTY THAT THE PAYMENT OF THE ELECTRONIC PAYMENTS FROM NO.412-451AND THE WARRANTS 53925-53932 BE RECORDED THROUGH THE REQUEST OF THE FISCAL OFFICER.

The motion was moved by Trustee: **Beth vanHaaren**
And seconded by Trustee: **Julie Reese**

VOTE:

Trustee Beth vanHaaren	YES
Trustee Julie Reese	YES
Trustee Don Black	YES

PAYMENTS

Number	Transaction Date	Payee	Total Warrant Amount
412-2023	5/2/23	MIAMI COUNTY SANITARY ENGINEERING DEPT.	\$312.18
412-2023	5/2/23	MIAMI COUNTY SANITARY ENGINEERING DEPT.	\$312.18
414-2023	5/8/23	TYLER D ALLISS	\$1,185.93
415-2023	5/8/23	MICHAEL ARNOLD JR	\$620.15
416-2023	5/8/23	JOSEPH M BORDAS	\$619.87
417-2023	5/8/23	BENJAMIN M CAHILL	\$821.18
418-2023	5/8/23	CASSANDRA CHANNELL	\$178.62
419-2023	5/8/23	JACOB DANIEL CLINE	\$774.39
420-2023	5/8/23	ALLAN DAVIS	\$613.77
421-2023	5/8/23	JOSEPH E DUFORD	\$619.24
422-2023	5/8/23	JAMES ANDREW EHRHART	\$556.03
423-2023	5/8/23	AUSTIN HOFFMAN	\$1,311.42
424-2023	5/8/23	JASON JASPER	\$5.71
425-2023	5/8/23	GERALD E LEACH	\$1,917.21
426-2023	5/8/23	ANNA R LUDWICK	\$24.03
427-2023	5/8/23	WILLIAM P MANNHEIM	\$1,059.61
428-2023	5/8/23	BRANDYN MASON	\$584.76
429-2023	5/8/23	BRIAN D MCKELLAR	\$13.96
430-2023	5/8/23	STACEY L MCKENZIE	\$639.87
431-2023	5/8/23	JOHN MEYER	\$46.72
432-2023	5/8/23	AMIER SALAH	\$579.11

433-2023	5/8/23	JOSHUA SCHIEBREL	\$370.68
434-2023	5/8/23	CHRISTOPHER M SCOTT	\$571.74
435-2023	5/8/23	JAMES R SEBASTIAN	\$326.32
436-2023	5/8/23	ALEXANDER SEGRETTO	\$583.85
437-2023	5/8/23	KATHERINE SETTICH	\$413.34
438-2023	5/8/23	SAMUEL B SORTMAN	\$890.21
439-2023	5/8/23	CODY TYLER TEEGARDEN	\$1,259.96
440-2023	5/8/23	DEBORAH A WATSON	\$229.61
441-2023	5/8/23	TERRENCE W. WELDON JR.	\$806.79
442-2023	5/8/23	CONNOR WHELAN	\$1,405.14
444-2023	5/8/23	ROBERT JAY YOCUM	\$1,123.25
446-2023	5/8/23	MICHAEL ARNOLD JR	\$1,432.75
447-2023	5/8/23	JAMES ANDREW EHRHART	\$1,868.26
449-2023	5/17/23	UNITY NATIONAL BANK	\$7,281.56
449-2023	5/17/23	UNITY NATIONAL BANK	\$7,281.56
450-2023	5/17/23	OHIO PUBLIC EMPLOYEES DEFERRED COMPENSAT	\$50.00
451-2023	5/17/23	OHIO PUBLIC EMPLOYEES DEFERRED COMPENSAT	\$165.00
53923	5/5/23	CHARTER COMMUNICATIONS	\$90.23
53924	5/5/23	DUNCAN OIL CO	\$964.27
53925	5/5/23	PARK NATIONAL BANK	\$9,561.50
53926	5/5/23	MIAMI COUNTY ENGINEER	\$684.50
53927	5/9/23	AIRGAS	\$328.44
53928	5/9/23	AIM MEDIA MIDWEST OPERATING	\$932.02
53929	5/9/23	ATLANTIC EMERGENCY SOLUTIONS. INC	\$13,668.64
53930	5/12/23	CINTAS CORPORATION	\$48.85
53931	5/17/23	OHIO CHILD SUPPORT PAYMENT CENTER	\$281.33
53932	5/17/23	ACCENT BUSINESS COMMUNICATIONS	\$437.93
53933	5/18/23	A.E. DAVID COMPANY	\$79.95
53934	5/18/23	MEGACITY FIRE PROTECTION INC.	\$376.55
53935	5/18/23	INTERSTATE BILLING SERVICE	\$626.00

53936	5/18/23	BEST ONE TIRE & SERVICE	\$367.00
53937	5/18/23	CFS INSPECTIONS	\$216.00
53938	5/18/23	AMBULANCE MAINTENANCE	\$105.25
53939	5/18/23	MIAMI COUNTY TRANSFER STATION	\$601.10
53940	5/18/23	SAMS CLUB	\$472.90
53941	5/18/23	IMS ALLIANCE	\$424.75

RECEIPTS

Post Date	Receipt Type	Receipt Number	Source	Total Receipt	Purpose
5/5/23	STD	106-2023	ROBERTA ALLEN	\$100.00	ZONING FEE CHECK # 13938 \$100.00
5/5/23	STD	107-2023	DIRECTV,LLC	\$38.86	FRANCHISE TAX CHECK # 2346901 \$38.86
5/5/23	STD	108-2023	MIAMI COUNTY MUNICIPAL COURT	\$501.00	FINES - APRIL 2023 CHECK # 034574 \$501.00
5/17/23	STD	109-2023	MIAMI COUNTY AUDITOR	\$4,251.53	LOCAL GOV'T - APRIL 2023 LOCAL GOV'T SUPPLEMENT - APRIL 2023
5/17/23	STD	110-2023	MIAMI COUNTY AUDITOR	\$11,812.45	CENTS PER GALLON 4/23 GASOLINE EXCISE TAX - 4/3

The motion was moved by Trustee: **Beth vanHaaren**

And seconded by Trustee: **Julie Reese**

TO ADJOURN THE MEETING

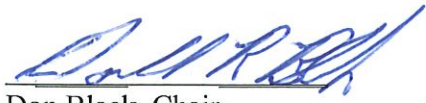
VOTE:

Trustee Beth vanHaaren YES

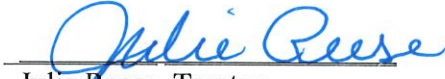
Trustee Julie Reese YES

Trustee Don Black YES

Meeting Adjourned 10:20



Don Black, Chair



Julie Reese, Trustee



Beth Vanhaaren, Trustee



Deborah Watson, Fiscal Officer