



RESOLUTION #26-05-042

**A RESOLUTION APPROVING THE ANNEXATION AGREEMENT
FOR THE 2025 ANNEXATION PARCELS WITH THE CITY OF HUBER HEIGHTS
AUTHORIZED UNDER THE AUTHORITY OF SECTION 709.192 OF THE OHIO REVISED CODE**

The Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio met in regular session on the 12th day of May, 2026 with the following Trustees being present: Kama Dick, Julie Reese, and Josh Wilkerson.

Trustee Josh Wilkerson moved for the adoption of the following resolution:

WHEREAS, the Board of Trustees of Bethel Township, Miami County stand firm against annexation and have an appetite to stop future annexation; **AND**

WHEREAS, Huber Heights continues to annex ground in our township using the expedited method; **AND**

WHEREAS, [Section 709.192](#) of the Ohio Revised Code authorizes the legislative authority of one municipal corporation, by ordinance or resolution, and the board of township trustees of one or more townships, by resolution, to enter into annexation agreements. **THEREFORE**

BE IT RESOLVED that the Board of Trustees of Bethel Township, Miami County approves the following Annexation Agreement for the 2025 Annexation Parcels with the City of Huber Heights as authorized under Section 709.192 of the Ohio Revised Code.

ANNEXATION AGREEMENT

BY AND BETWEEN

BETHEL TOWNSHIP (MIAMI COUNTY), OHIO

AND

THE CITY OF HUBER HEIGHTS, OHIO

Dated as of _____, 2026

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into on or as of the day of _____, 2026 (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 filed an annexation petition ("Petition") pursuant to the provisions of Section 709.023, of property consisting of 296.236 +/- acres identified as Miami County Auditor tax parcel numbers A29-004300, A29-004302, A29-004304, A29-004306, A29-004308, A29-004310, A29-004312, A29-004314 (collectively the 2025 Annexation Parcels) and labeled as "2025 Annexation Parcels" on the map attached hereto and incorporated herein as Attachment A; and

WHEREAS, the City filed an annexation petition pursuant to the provisions of Section 709.023, of property consisting of 7.22 acres in 2025, and the Parties desire to include 1.86 acres (tax parcel P48-000432) in the "2025 Annexation Parcels" as depicted in Attachment A; and

WHEREAS, the Miami County Board of County Commissioners accepted the Petitions, and the City has accepted the annexation of the 2025 Annexation Parcels; and

WHEREAS, the Parties have further agreed that the City will conform the boundaries of 2025 Annexation 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 and Township are willing to entertain requests for economic development assistance in connection with infrastructure improvements and extensions of utility services affecting the 2025 Annexation Parcels 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 the unincorporated area that is also located in the Township (the "Agreement Territory").

- A. **Effect of Annexation:** The City shall conform the boundaries of all 2025 Annexation Parcels from the Township which have not yet been conformed under and pursuant to Section 503.07 of the Ohio Revised Code to exclude the Township from such area(s). 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.
- B. **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 2025 Annexation Parcels. The Township Board of Trustees shall within six (6) months following the City's acceptance of this Agreement, pass the appropriate legislation rescinding Bethel Township Resolution Numbers 21-12-095 and 21-10-076 thereby removing the 2025 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 2025 Annexation Parcels.

ARTICLE 2

ANNEXATION PROHIBITION

Section 2.1. Annexation Limitation. Except for those specific areas designated as "Annexation Eligible Properties" on **Attachment A**, which is attached hereto and incorporated herein by reference, no real property located within the Agreement Territory 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.

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 twenty-five years (25) years, commencing on the Effective Date and shall terminate at midnight, _____, 2051. At least ninety (90) days prior to the expiration of the Initial Term, the Parties agree to hold a joint special meeting of the legislative bodies to discuss this Agreement and the potential extension of the Initial Term.

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 commence litigation against 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 legislation 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 4.10. 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: Fiscal Officer

(b) The City at:

6151 Brandt Pike, Huber
Heights, OH 45424
Attention: City Manager

With a copy to:

Coolidge Wall Co., L.P.A.
33 West First Street
Dayton, Ohio 45402
Attention: Law Director

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.

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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: 

John W. Russell III, City Manager

APPROVED AS TO FORM:



Christopher R. Conard, Law Director

ATTEST:

BETHEL TOWNSHIP
MIAMI COUNTY, OHIO

Rhonda Ross, Township Fiscal Officer

By: _____
Julie Reese, Trustee

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FISCAL OFFICERS' CERTIFICATIONS

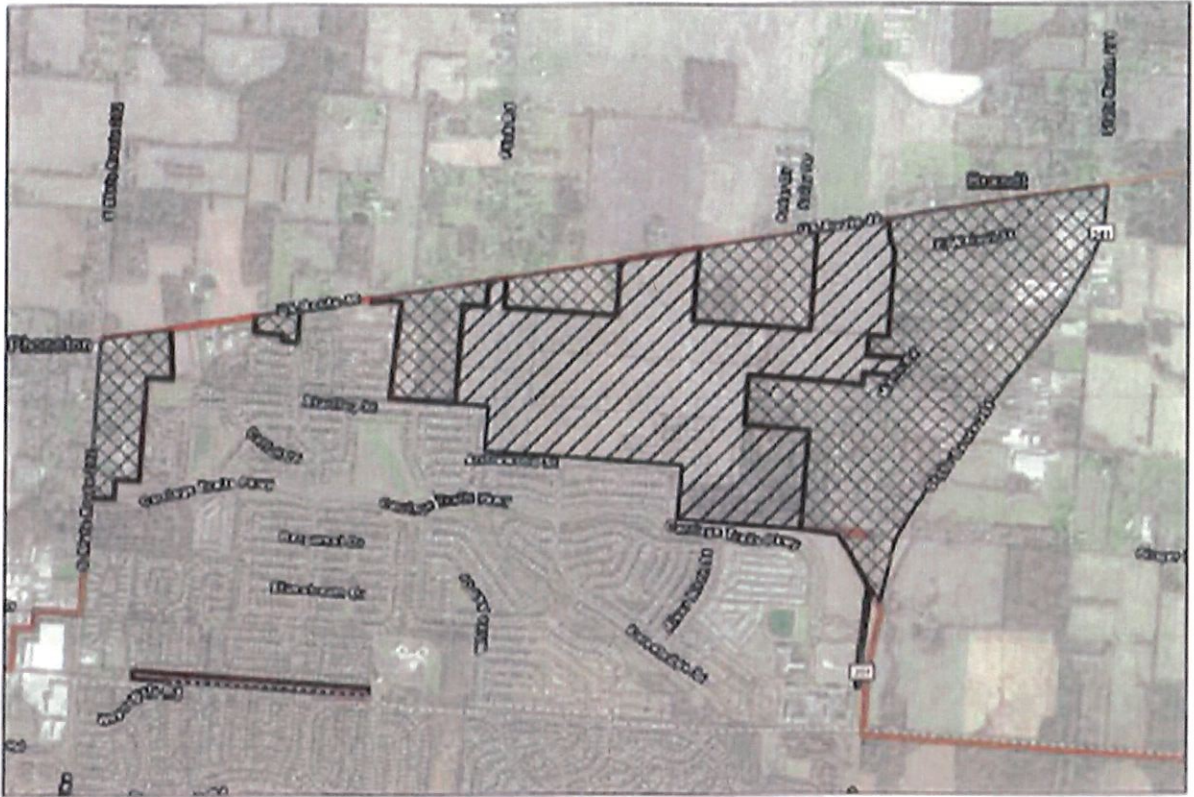
The undersigned fiscal officer of Bethel Township (Miami County), Ohio hereby certifies that the moneys required to meet the financial obligations of the Township under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the 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.

Rhonda Ross
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 Eligible Properties
- 2025 Annexation Parcels
- HuberCityLimits

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Trustee Kama Dick seconded the motion and the Board voted as follows upon roll call:

<p>Vote:</p> <p>Trustee Kama Dick</p> <p>Trustee Julie Reese</p> <p>Trustee Josh Wilkerson</p>	<p><u>Yes</u></p> <p><u>Yes</u></p> <p><u>Yes</u></p>	<p><u>Kama Dick</u></p> <p><u>Julie Reese</u></p> <p><u>Josh Wilkerson</u></p>
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Attest: Rhonda Ross
 Rhonda Ross, Fiscal Officer
 Bethel Township, Miami County, Ohio