



**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

**December 2, 2025
6:00 P.M.**

City Hall - Council Chambers - 6131 Taylorsville Road - Huber Heights, Ohio

1. **Call Meeting To Order/Roll Call**
2. **Approval Of Minutes**
 - A. November 17, 2025
3. **Work Session Topics Of Discussion**
 - A. City Manager Report
 - B. Supplemental Appropriations
 - C. Motorola Dispatch Consoles - Capital Lease
 - D. 2026 City Budget
 - E. Bethel Township - Annexation Agreement
 - F. Bethel Township - Conformance Of Boundaries
 - G. Charlesgate Road Extension - Donation Agreement

H. Cybersecurity Program/Mandates

I. Gas Station Moratorium

J. Board And Commission Appointments

* Culture And Diversity Citizen Action Commission - Appointment

4. **Adjournment**

AI-11276

Topics Of Discussion A.

Council Work Session

Meeting Date: 12/02/2025

City Manager Report

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/02/2025

Audio-Visual Needs: SmartBoard **Legal Review:** Not Needed

Emergency Legislation?: No **Motion/Ordinance/Resolution No.:** N/A

Agenda Item Description or Legislation Title

City Manager Report

Purpose and Background

A copy of the presentation given with the City Manager Report has been attached (see attached).

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

No file(s) attached.

AI-11273

Topics Of Discussion B.

Council Work Session

Meeting Date: 12/02/2025

Supplemental Appropriations

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED

Division: Finance/Tax

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 12/02/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Supplemental Appropriations

Purpose and Background

The supplemental appropriations are for the following purposes:

- \$21,638.15 for Fire Division equipment (matched by Firehouse Subs grant received).
- \$348,695 additional for the Montgomery County TIF Fund for increased TIF PILOT payments.

Additional supplemental requests may be presented at the Council Work Session on December 2, 2025.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$348,695

Recurring Cost? (Yes/No): No

Funds Available in Current Budget? (Yes/No): Yes

Financial Implications:

The \$21,638.15 increase to the Fire Capital Fund has no impact on the 2025 City Budget because it is appropriated to match a donation from Firehouse Subs.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

AMENDING ORDINANCE NO. 2024-O-2676 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2025 operating and project funding.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Huber Heights, Ohio that:

Section 1. Ordinance No. 2024-O-2676 is hereby amended as shown in Exhibit A of this Ordinance.

Section 2. It is hereby 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 of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

AMENDING ORDINANCE NO. 2024-O-2676 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.

- 1) Section 16 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 240 Montgomery County TIF Fund, as follows:
 - a. Subsection a) Finance, Operations and Capital of \$348,695.00.
- 2) Section 38 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 431 Fire Capital/Equipment Fund, as follows:
 - a. Subsection a) Fire, Operations and Capital of \$21,638.15.

Montgomery County TIF Fund	\$348,695.00
Fire Capital/Equipment Fund	\$21,638.15

AI-11271

Topics Of Discussion C.

Council Work Session

Meeting Date: 12/02/2025

Motorola Dispatch Consoles - Capital Lease

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED

Division: Finance/Tax

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 12/02/2025

Audio-Visual Needs: None

Legal Review: Completed

Emergency Legislation?: Yes

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Motorola Dispatch Consoles - Capital Lease

Purpose and Background

The Police Division planned to purchase five new dispatch consoles as part of the 2026 City Budget. Motorola notified the City that a 10% discount is available for all orders placed by December 19, 2025. City Staff recommend that the City enter into a capital lease for the purchase of the new dispatch consoles for the Police Division. Four timely proposals were received by the Finance Department and are included as an attachment. City Staff recommends the lowest and best proposal for a ten-year lease with an interest rate of 4.39%, and annual payments of no more than \$72,864, and a total financing of \$581,313 from Huntington Public Capital Corporation be approved. The Master Lease Purchase Agreement, including the Term Sheet and Fiscal Officer Certificate, are being prepared and reviewed between Huntington and Squire Patton Boggs, LLC. The legislation for this capital lease was prepared and thoroughly reviewed by an attorney at Squire Patton Boggs as bond counsel for the City. Due to a 10% discount for all consoles ordered by December 19, 2025, City Staff request that the second reading of this legislation be waived at the December 8, 2025 City Council Meeting with an emergency clause, so the legislation can be effective immediately.

Fiscal Impact

Source of Funds: General Fund

Cost: \$0.00

Recurring Cost? (Yes/No): Yes

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

The first of ten annual lease payments will not be due until December 1, 2026.

Attachments

Financing Proposals

Ordinance

2025 Motorola Dispatch Consoles - Dec 2025

Annual Payments	
<u>Bank/Finance Company</u>	<u>10 Years</u>
Cogent Bank Leasing & Financing	\$73,077.52
Huntington Bank Leasing	\$72,863.99
Magnolia Bank	\$77,885.74
US Bank Gov't Leasing & Finance	\$73,262.78

Annual Financing for 2025 Dispatch Consoles will be out of the General Fund

12/1/2026	1st annual payment
12/1/2035	Final annual payment

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

AUTHORIZING THE EXECUTION OF A MASTER LEASE-PURCHASE AGREEMENT AND RELATED PAYMENT SCHEDULE FOR THE PURPOSE OF ACQUIRING FIVE DISPATCH CONSOLES FOR USE BY THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has heretofore authorized and executed a Master Lease Agreement dated as of January 5, 2017 (the “*Master Lease*”) with Huntington Public Capital Corporation, as lessor (“*Lessor*”), which, among other matters, generally provides for the leasing by the City from time to time of various permanent improvements; and

WHEREAS, this Council has determined that it is in the best interest of the City to acquire five dispatch consoles (the “*Equipment*”) pursuant to the Master Lease (or a master lease-purchase agreement in form and substance substantially similar to the Master Lease) and related payment schedule (together with any and all addenda, exhibits and attachments thereto, the “*Lease*”); and

WHEREAS, the obligations of the City under the Lease will be subject to annual appropriations by this Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Huber Heights, Ohio that:

Section 1. The City Manager and Director of Finance are hereby authorized to sign and deliver, in the name of and on behalf of the City, a Lease in substantially the form of the Master Lease and the materials executed in connection thereto, provided that the aggregate principal components of the rental payments due under the Lease shall not exceed \$585,000.00, the interest component of those rental payments shall accrue at an annual rate not in excess of 4.50% and the final renewal term of the Lease shall end not later than 10 years from the commencement date of the Lease and the Lease shall be subject to prepayment as set forth in the Lease. The Lease is approved with such changes that are not inconsistent with this Ordinance and not substantially adverse to the City that are permitted by law and approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Lease by the City Manager and the Director of Finance. The City Manager, the Director of Finance, the Mayor, the City Attorney, the Clerk of Council, and other City officials, as appropriate, are each further authorized to sign any certifications, commitments, financing statements, assignments, escrow agreements, and other documents and instruments and to take such other actions as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Lease.

Section 2. The proceeds of the Lease shall be credited to the proper fund or funds as provided in the Lease, and those proceeds are appropriated and shall be used for the purpose for which the Lease is authorized and are hereby appropriated for that purpose.

Section 3. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Lease so that (a) the obligations of the City under the Lease will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the “*Code*”), or (ii) be treated other than as obligations the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest components of the Lease payments (“*Interest*”) will not be treated as an item of tax preference under Section 57 of the Code. The City further covenants that (a) the City will take or cause to be taken such actions which may be required of it for the Interest to be and to remain excluded from gross income for federal income tax purposes, (b) the City will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) the City, or persons acting for it, will, among other acts of compliance, (i) apply or cause the application of the Lease proceeds to the governmental purpose of the Lease, (ii) restrict the yield on investment property acquired with the Lease proceeds, (iii) make timely and adequate payments to the federal government if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with those proceeds, all in such manner and to the extent necessary to assure such exclusion of the Interest under the Code.

The Director of Finance, as the fiscal officer, or the City Manager is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Lease as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of Interest from gross income and the intended tax status of the Lease, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease. Either of those officers is specifically authorized to designate or otherwise determine the obligations of the City under the Lease to be “qualified tax-exempt obligations” for purposes of Section 265 of the Code if such designation or determination is applicable and desirable, and to make any related necessary representations and covenants.

Section 4. Proceeds in the amount of any temporary advances as certified by the Director of Finance are to be credited to the fund from which temporary advances were made to reimburse it for temporary advances made to pay capital expenditures previously made for the foregoing purpose, and such amount is charged against those proceeds. Immediately following the signing and delivery of the Lease, the appropriate officers are directed further to reflect such reimbursement, together with reimbursement of any additional amounts eligible for reimbursement under U.S. Treasury Regulations Section 1.150-2, on the appropriate accounting records of the City.

Section 5. It is the intent and purpose of City Council to approve the Lease subject to and in accordance with all applicable federal and State laws, regulations, and rules required for such approval in order to assure the contemplated tax treatment as set forth in the Lease. To the extent any such required law, regulation or rule is not expressly set forth in this legislation, it is incorporated herein by this reference.

Section 6. It is hereby 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 of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the further reason that the City may enter into the Lease and related documents in order to acquire the equipment and to obtain the financing thereof at the best cost to the City, which equipment is urgently needed for the safe and efficient operation of the Police Division of the City; therefore, this Ordinance shall take full force and effect immediately upon its passage by Council.

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2025-O-_____ passed by the City Council of the City of Huber Heights on _____, 2025.

Clerk of Council

AI-11272

Topics Of Discussion D.

Council Work Session

Meeting Date: 12/02/2025

2026 City Budget

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED

Council Committee Review?: Council Work Session

Audio-Visual Needs: None

Emergency Legislation?: No

Division: Finance/Tax

Date(s) of Committee Review: 12/02/2025

Legal Review: Not Needed

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

2026 City Budget

Purpose and Background

The final draft of the 2026 City Budget is included (see attached legislation). The final draft of the 2026 City Budget totals \$199,240,824 for all funds, and estimated 2026 revenues for all funds total \$199,895,134.

Fiscal Impact

Source of Funds: All City Funds

Cost: \$199,240,824

Recurring Cost? (Yes/No): No

Funds Available in Current Budget? (Yes/No): Yes

Financial Implications:

The fiscal impact is to the 2026 City Budget, and not the current 2025 City Budget.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO
ORDINANCE NO. 2025 - O -

FOR MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huber Heights, Ohio that:

To provide for the current expenses and other expenditures of the City of Huber Heights for the fiscal year ending December 31, 2026, the following sums be and are hereby appropriated from the monies in the Treasury of the City of Huber Heights and from the sum certified by the County Auditor to be received from taxation and from other sources.

Section 1. That there be appropriated from the 101 - General Fund:

a)	Dispatch:		
	Personnel		1,884,300
	Operations and Capital		35,850
	TOTAL		1,920,150
b)	Lighting:		
	Operations and Capital		56,000
	TOTAL		56,000
c)	Communications & Marketing		
	Personnel		0
	Operations and Capital		543,300
	TOTAL		543,300
d)	Economic Development:		
	Personnel		256,500
	Operations and Capital		267,031
	TOTAL		523,531
e)	Planning & Development:		
	Personnel		668,700
	Operations and Capital		224,030
	TOTAL		892,730
f)	Engineering:		
	Personnel		0
	Operations and Capital		0
	TOTAL		0
g)	Community Services:		
	Personnel		0
	Operations and Capital		25,000
	TOTAL		25,000
h)	Central Services:		
	Personnel		0

	Operations and Capital	1,126,960
	TOTAL	1,126,960
i)	Mayor:	
	Personnel	17,300
	Operations and Capital	27,900
	TOTAL	45,200
j)	Council:	
	Personnel	323,400
	Operations and Capital	147,320
	TOTAL	470,720
k)	Management:	
	Personnel	417,100
	Operations and Capital	102,570
	TOTAL	519,670
l)	Accounting:	
	Personnel	511,100
	Operations and Capital	376,645
	TOTAL	887,745
m)	Taxation:	
	Personnel	807,300
	Operations and Capital	320,580
	TOTAL	1,127,880
n)	Legal:	
	Operations and Capital	476,500
	TOTAL	476,500
o)	Information Technology:	
	Personnel	334,100
	Operations and Capital	1,347,188
	TOTAL	1,681,288
p)	Human Resources:	
	Personnel	518,600
	Operations and Capital	663,950
	TOTAL	1,182,550
q)	Buildings and Grounds	
	Personnel	0
	Operations and Capital	147,500
	TOTAL	147,500
r)	Court:	
	Personnel	63,800
	Operations and Capital	21,847
	TOTAL	85,647
s)	Non-Departmental	
	Debt Service	312,400
	Transfers	9,313,886
	Advances	0
	TOTAL	9,626,286
	GENERAL FUND TOTAL	21,338,657

Section 2. That there be appropriated from the 202 - Motor Vehicle Fund:

a)	Streets		
	Personnel	277,500	
	Operations and Capital	118,779	
	TOTAL	396,279	
b)	Non-Departmental		
	Debt Service	0	
	Transfers	0	
	Advances	40,360	
	TOTAL	40,360	
	MOTOR VEHICLE FUND TOTAL	436,639	

Section 3. That there be appropriated from the 203 - Gasoline Tax Fund:

a)	Engineering		
	Operations and Capital	423,000	
	TOTAL	423,000	
b)	Streets		
	Personnel	771,000	
	Operations and Capital	990,907	
	TOTAL	1,761,907	
c)	Non-Departmental		
	Debt	0	
	Transfers	200,000	
	Advances	149,514	
	TOTAL	349,514	
	GASOLINE TAX FUND TOTAL	2,534,421	

Section 4. That there be appropriated from the 207 - Lighting District Fund:

	Personnel	23,600	
	Operations and Capital	394,000	
	LIGHTING DISTRICT FUND TOTAL	417,600	

Section 5. That there be appropriated from the 209 -Police Fund:

a)	Police		
	Personnel	10,829,000	
	Operations and Capital	1,106,770	
	TOTAL	11,935,770	
b)	Management		
	Personnel	30,100	
	Operations and Capital	0	
	TOTAL	30,100	
c)	Non-Departmental		

Debt Service	691,000
Transfers	0
Advances	0
TOTAL	<u>691,000</u>

POLICE FUND TOTAL	<u><u>12,656,870</u></u>
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Section 6. That there be appropriated from the 210 - Fire Fund:

a)	Fire	
	Personnel	11,550,700
	Operations and Capital	<u>1,134,600</u>
	TOTAL	12,685,300
b)	Management	
	Personnel	30,100
	Operations and Capital	<u>0</u>
	TOTAL	30,100
c)	Non-Departmental	
	Debt Service	0
	Transfers	0
	Advances	<u>0</u>
	TOTAL	0

FIRE FUND TOTAL	<u><u>12,715,400</u></u>
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Section 7. That there be appropriated from the 211 - Drug Enforcement Fund:

	Operations and Capital	<u>7,944</u>
DRUG ENFORCEMENT FUND TOTAL		<u><u>7,944</u></u>

Section 8. That there be appropriated from the 212 - Law Enforcement Fund:

	Operations and Capital	<u>19,356</u>
LAW ENFORCEMENT FUND TOTAL		<u><u>19,356</u></u>

Section 9. That there be appropriated from the 214 - State Highway Maintenance Fund:

a)	Streets	
	Operations and Capital	<u>55,250</u>
	TOTAL	55,250
b)	Non-Departmental	
	Debt Service	77,000
	Transfers	0
	Advance	<u>0</u>
	TOTAL	77,000

STATE HIGHWAY MNT FUND TOTAL	<u><u>132,250</u></u>
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Section 10. That there be appropriated from the 216 - County Permissive Fund:

Transfers	0
Advances	0
COUNTY PERMISSIVE FUND TOTAL	0

Section 11. That there be appropriated from the 217 - City Permissive Fund:

Transfers	731,000
Advances	0
CITY PERMISSIVE FUND TOTAL	731,000

Section 12. That there be appropriated from the 218 - Parks & Recreation Fund:

a)	Administration:	
	Personnel	250,900
	Operations and Capital	578,715
	TOTAL	829,615
b)	Park & Recreation:	
	Personnel	205,000
	Operations and Capital	1,880,727
	TOTAL	2,085,727
c)	Aquatic Center:	
	Operations and Capital	541,845
	TOTAL	541,845
d)	Music Center:	
	Personnel	34,000
	Operations and Capital	412,350
	TOTAL	446,350
e)	Management:	
	Personnel	25,000
	TOTAL	25,000
f)	Non-Departmental	
	Debt Service	0
	Transfers	0
	Advances	0
	TOTAL	0
	PARKS & RECREATION FUND TOTAL	3,928,537

Section 13. That there be appropriated from the 222 – CDBG Fund:

a)	Capital	
	Operations and Capital	0
	TOTAL	0
b)	Non-Departmental	
	Transfers	145,000
	Advances	0
	TOTAL	145,000

CDBG FUND TOTAL	145,000
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Section 14. That there be appropriated from the 226 - Local Street Operating Fund:

a)	Streets	
	Personnel	2,031,200
	Operations and Capital	792,917
	TOTAL	2,824,117
b)	Police	
	Personnel	0
	TOTAL	0
c)	Engineering:	
	Personnel	201,300
	TOTAL	201,300
d)	Management:	
	Personnel	78,400
	TOTAL	78,400
e)	Finance:	
	Personnel	66,700
	Operations and Capital	11,000
	TOTAL	77,700
f)	Tax:	
	Personnel	235,500
	TOTAL	235,500
g)	Information Technology:	
	Personnel	67,800
	TOTAL	67,800
h)	Non-Departmental	
	Debt Service	277,000
	Transfers	0
	Advances	94,170
	TOTAL	371,170
	LOCAL STREET OPER. FUND TOTAL	3,855,987

Section 15. That there be appropriated from the 238 - Byrne Memorial Grant Fund:

Operations and Capital	36
BYRNE MEM. GRANT FUND TOTAL	36

Section 16. That there be appropriated from the 240 – Montgomery County TIF Fund:

a)	Finance:	
	Operations and Capital	1,894,720
	TOTAL	1,894,720
b)	Non-Departmental	
	Debt Service:	0
	Transfers:	1,524,800

Advances:	0
TOTAL	1,524,800

MONTGOMERY CO. TIF FUND TOTAL	3,419,520
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Section 17. That there be appropriated from the 242 - Law Enforcement Assistance Fund:

Operations and Capital	0
Transfers	0
LAW ENF. ASSISTANCE FUND TOTAL	0

Section 18. That there be appropriated from the 243 - Miami County TIF Fund:

a) Finance:	
Operations and Capital	36,300
TOTAL	36,300
b) Non-Departmental	
Debt Service:	0
Transfers:	1,427,464
Advances:	0
TOTAL	1,427,464
MIAMI CO. TIF FUND TOTAL	1,463,764

Section 19. That there be appropriated from the 244 - Miami County TIF (DEC) Fund:

a) Finance:	
Operations and Capital	0
TOTAL	0
b) Non-Departmental	
Transfers:	0
Advances:	0
TOTAL	0
MIAMI CO. TIF (DEC) FUND TOTAL	0

Section 20. That there be appropriated from the 245 - Miami County West TIF Fund:

a) Finance:	
Operations and Capital	2,300
TOTAL	2,300
b) Non-Departmental	
Transfers:	134,950
Advances:	0
TOTAL	134,950
MIAMI CO. WEST TIF FUND TOTAL	137,250

Section 21. That there be appropriated from the 246 – Montgomery County Central TIF Fund:

a)	Finance:	
	Operations and Capital	<u>10,700</u>
	TOTAL	10,700
b)	Non-Departmental	
	Transfers:	14,000
	Advances:	<u>0</u>
	TOTAL	14,000
	MONT CO. CENTRAL TIF FUND TOTAL	<u><u>24,700</u></u>

Section 22. That there be appropriated from the 247 – Montgomery County South TIF Fund:

a)	Finance:	
	Operations and Capital	<u>74,000</u>
	TOTAL	74,000
b)	Non-Departmental	
	Transfers:	120,000
	Advances:	<u>0</u>
	TOTAL	120,000
	MONT CO. SOUTH TIF FUND TOTAL	<u><u>194,000</u></u>

Section 23. That there be appropriated from the 248 – Miami County North Firehouse TIF Fund:

a)	Finance:	
	Operations and Capital	<u>1,000</u>
	TOTAL	1,000
b)	Non-Departmental	
	Transfers:	44,460
	Advances:	<u>0</u>
	TOTAL	44,460
	MIAMI CO. NORTH TIF FUND TOTAL	<u><u>45,460</u></u>

Section 24. That there be appropriated from the 249 – Montgomery County Lexington Place TIF Fund:

a)	Finance:	
	Operations and Capital	<u>204,000</u>
	TOTAL	204,000
b)	Non-Departmental	
	Transfers:	20,000
	Advances:	<u>0</u>
	TOTAL	20,000
	MONT CO. LEX. PL TIF FUND TOTAL	<u><u>224,000</u></u>

Section 25. That there be appropriated from the 251 – FEMA Fund:

a)	Finance:		
	Operations and Capital	<u>0</u>	
	TOTAL	0	
b)	Non-Departmental		
	Transfers:	0	
	Advances:	<u>0</u>	
	TOTAL	0	
	FEMA FUND TOTAL	<u><u>0</u></u>	

Section 26. That there be appropriated from the 260 – Montgomery County Heathermere TIF Fund:

a)	Finance:		
	Operations and Capital	<u>20,000</u>	
	TOTAL	20,000	
b)	Non-Departmental		
	Transfers:	0	
	Advances:	<u>0</u>	
	TOTAL	0	
	MONT CO. HEATERMERE TIF FUND TOTAL	<u><u>20,000</u></u>	

Section 27. That there be appropriated from the 261 – Montgomery County The Meadows TIF Fund:

a)	Finance:		
	Operations and Capital	<u>0</u>	
	TOTAL	0	
b)	Non-Departmental		
	Transfers:	0	
	Advances:	<u>0</u>	
	TOTAL	0	
	MONT CO. THE MEADOWS TIF FUND TOTAL	<u><u>0</u></u>	

Section 28. That there be appropriated from the 262 – Montgomery County Waverly Place TIF Fund:

a)	Finance:		
	Operations and Capital	<u>0</u>	
	TOTAL	0	
b)	Non-Departmental		
	Transfers:	0	
	Advances:	<u>0</u>	
	TOTAL	0	

MONT CO. WAVERLY PLACE TIF	
FUND TOTAL	0

Section 29. That there be appropriated from the 280 – OneOhio Opioid Settlement Fund:

a)	Finance:	
	Operations and Capital	0
	TOTAL	0
b)	Non-Departmental	
	Transfers:	25,000
	Advances:	0
	TOTAL	25,000
	ONEOHIO OPIOID FUND TOTAL	25,000

Section 30. That there be appropriated from the 291 – American Rescue Plan Act Fund:

a)	Finance:	
	Operations and Capital	0
	TOTAL	0
b)	Non-Departmental	
	Transfers:	0
	Advances:	0
	TOTAL	0
	ARPA FUND TOTAL	0

Section 31. That there be appropriated from the 293 – ARPA First Responders Grant Fund:

a)	Finance:	
	Operations and Capital	0
	TOTAL	0
b)	Non-Departmental	
	Transfers:	0
	Advances:	0
	TOTAL	0
	ARPA 1ST RESPONDERS FUND TOTAL	0

Section 32. That there be appropriated from the 305 - Special Assessment Bond Retirement Fund:

a)	Finance:	
	Operations and Capital	145,600
	TOTAL	145,600
b)	Non-Departmental	
	Debt Service	1,172,000
	TOTAL	1,172,000
	S.A. BOND RETIREMT FUND TOTAL	1,317,600

Section 33. That there be appropriated from the 308 - Bond Retirement Fund:

a)	Finance:	
	Operations and Capital	<u>1,000</u>
	TOTAL	1,000
b)	Non-Departmental	
	Debt Service	<u>2,841,000</u>
	TOTAL	2,841,000
	G.O. BOND RETIREMT FUND TOTAL	<u><u>2,842,000</u></u>

Section 34. That there be appropriated from the 406 - Capital Improvement Fund:

a)	Dispatch	
	Personnel	<u>0</u>
	TOTAL	0
b)	Finance:	
	Personnel	<u>18,900</u>
	TOTAL	18,900
c)	Capital	
	Operations and Capital	<u>9,149,500</u>
	TOTAL	9,149,500
d)	Non-Departmental	
	Debt Service	39,544,000
	Transfers	0
	Advances	<u>0</u>
	TOTAL	39,544,000
	CAPITAL IMPROVEMENT FUND TOTAL	<u><u>48,712,400</u></u>

Section 35. That there be appropriated from the 410 - Transformative Economic Development Fund:

a)	Economic Development:	
	Operations and Capital	<u>2,278,300</u>
	TOTAL	2,278,300
b)	Non-Departmental	
	Debt Service	18,421,500
	Transfers	0
	Advances	<u>0</u>
	TOTAL	18,421,500
	T.E.D. FUND TOTAL	<u><u>20,699,800</u></u>

Section 36. That there be appropriated from the 421 - Issue 2 Fund:

a)	Capital	
	Operations and Capital	0

	TOTAL	<u>0</u>
b)	Non-Departmental	
	Transfers	0
	Advances	<u>0</u>
	TOTAL	<u>0</u>
	ISSUE 2 FUND TOTAL	<u><u>0</u></u>

Section 37. That there be appropriated from the 427 - ED/GE Capital Improvement Fund:

a)	Capital	
	Operations and Capital	<u>100,000</u>
	TOTAL	100,000
b)	Non-Departmental	
	Transfers	0
	Advances	<u>62,400</u>
	TOTAL	<u>62,400</u>
	ED/GE CAPITAL IMPR. FUND TOTAL	<u><u>162,400</u></u>

Section 38. That there be appropriated from the 431 - Fire Capital/Equipment Fund:

a)	Fire:	
	Operations and Capital	<u>1,161,000</u>
	TOTAL	1,161,000
b)	Finance:	
	Operations and Capital	<u>2,000</u>
	TOTAL	2,000
c)	Non-Departmental	
	Debt Service	5,601,000
	Advances	<u>266,750</u>
	TOTAL	<u>5,867,750</u>
	FIRE CAPITAL/EQUIP. FUND TOTAL	<u><u>7,030,750</u></u>

Section 39. That there be appropriated from the 433 - Local Street Capital Fund:

a)	Street Capital:	
	Operations and Capital	<u>2,070,000</u>
	TOTAL	2,070,000
b)	Finance:	
	Operations and Capital	<u>9,500</u>
	TOTAL	9,500
c)	Non-Departmental	
	Transfers	<u>1,200,000</u>
	TOTAL	<u>1,200,000</u>
	LOCAL STREET CAPITAL FUND TOTAL	<u><u>3,279,500</u></u>

Section 40. That there be appropriated from the 434 - Federal Equity Sharing Program Fund:

Operations and Capital	43,936
FEDERAL EQUITY FUND TOTAL	43,936

Section 41. That there be appropriated from the 436 - Firefighter's Assistance Grant Fund:

a) Fire:	
Operations and Capital	0
TOTAL	0
b) Non-Departmental	
Transfers	0
Advances	374,546
TOTAL	374,546
FF ASST. GRANT FUND TOTAL	374,546

Section 42. That there be appropriated from the 437 - Energy Conservation Grant Fund:

Operations and Capital	1,809
ENERGY CONS. GRANT FUND TOTAL	1,809

Section 43. That there be appropriated from the 454 - Carriage Trails Infrastructure Fund:

a) Capital	
Operations and Capital	165,000
TOTAL	165,000
b) Non-Departmental	
Debt Service	6,415,800
Advances	0
TOTAL	6,415,800
CARRIAGE TRAILS INFR. FUND TOTAL	6,580,800

Section 44. That there be appropriated from the 501 - Water Fund:

a) Engineering:	
Personnel	286,000
Operations and Capital	5,772,279
TOTAL	6,058,279
b) Fire:	
Personnel	42,500
TOTAL	42,500
c) Management:	
Personnel	81,000
TOTAL	81,000
d) Finance:	
Personnel	210,400

	Operations and Capital	27,471
	TOTAL	237,871
e)	Information Technology:	
	Personnel	134,100
	TOTAL	134,100
f)	Non-Departmental	
	Debt Service	2,448,752
	Transfers	363,234
	Advances	26,910
	TOTAL	2,838,896
	WATER FUND TOTAL	9,392,646

Section 45. That there be appropriated from the 503 - Renewal & Improvement Fund:

a)	Capital	
	Operations and Capital	0
	TOTAL	0
b)	Non-Departmental	
	Transfers	0
	TOTAL	0
	WATER R&I FUND TOTAL	0

Section 46. That there be appropriated from the 504 - Water Utility Reserve Fund:

a)	Capital	
	Operations and Capital	6,406,800
	TOTAL	6,406,800
b)	Non-Departmental	
	Debt Service	16,508,500
	Advances	0
	TOTAL	16,508,500
	WATER UTILITY RES. FUND TOTAL	22,915,300

Section 47. That there be appropriated from the 505 - Water Bond Service Fund:

a)	Capital	
	Operations and Capital	5,000
	TOTAL	5,000
b)	Non-Departmental	
	Debt Service	201,000
	Transfers	0
	TOTAL	201,000
	WATER BOND SERVICE FUND TOTAL	206,000

Section 48. That there be appropriated from the 506 - Water Bond Reserve Fund:

a)	Non-Departmental	
	Debt Service	0
	Transfers	0
	TOTAL	0
	WATER BOND SERVICE FUND TOTAL	0

Section 49. That there be appropriated from the 551 - Sewer Fund:

a)	Engineering:	
	Personnel	286,000
	Operations and Capital	4,962,497
	TOTAL	5,248,497
b)	Management:	
	Personnel	81,000
	TOTAL	81,000
c)	Finance:	
	Personnel	210,400
	Operations and Capital	23,000
	TOTAL	233,400
d)	Information Technology:	
	Personnel	134,100
	TOTAL	134,100
e)	Non-Departmental	
	Debt Service	91,500
	Transfers	658,634
	Advances	67,260
	TOTAL	817,394
	SEWER FUND TOTAL	6,514,391

Section 50. That there be appropriated from the 552 - Sewer Acquisition/Capital Fund:

	Operations and Capital	2,536,800
	SEWER ACQ./CAPITAL FUND TOTAL	2,536,800

Section 51. That there be appropriated from the 571 - Storm Water Management Fund:

a)	Engineering:	
	Personnel	103,800
	Operations and Capital	12,000
	TOTAL	115,800
b)	Streets:	
	Personnel	391,700
	Operations and Capital	859,595
	TOTAL	1,251,295
c)	Management:	
	Personnel	54,500
	TOTAL	54,500
d)	Finance:	

	Operations and Capital	0
	TOTAL	0
e)	Capital:	
	Operations and Capital	336,800
	TOTAL	336,800
f)	Non-Departmental:	
	Debt	58,000
	Transfers	0
	Advances	40,360
	TOTAL	98,360
	STORM WATER FUND TOTAL	1,856,755

Section 52. That there be appropriated from the 723 - Fire Insurance Fund:

a)	Capital	
	Operations and Capital	0
	TOTAL	0
b)	Non-Departmental	
	Transfers	0
	Advances	0
	TOTAL	0
	FIRE INSURANCE FUND TOTAL	0

Section 53. That there be appropriated from the 732 - Unclaimed Money Fund:

	Operations and Capital	0
	UNCLAIMED MONEY FUND TOTAL	0

Section 54. That there be appropriated from the 802 - Cash Surety Fund:

	Operations and Capital	300,000
	CASH SURETY FUND TOTAL	300,000

The Total of All Appropriations Shall Be:	199,240,824
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Section 55. The Director of Finance shall have authority to move money from one account number to another within any fund. Monies approved in the personnel section of any fund cannot be reduced without need of additional legislation.

Section 56. The Director of Finance is hereby authorized to draw checks on the City Treasury for payment from any of the foregoing appropriations upon receiving certificates and invoices therefore, approved by authorized officers of the City; provided that no checks shall be drawn or paid for salaries, wages, or other payments except as shall be authorized in accordance with law or ordinance.

Section 57. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 58. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2025;
_____Yeas; _____Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-11278

Topics Of Discussion E.

Council Work Session

Meeting Date: 12/02/2025

Bethel Township - Annexation Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/02/2025

Audio-Visual Needs: SmartBoard **Legal Review:** Completed

Emergency Legislation?: No **Motion/Ordinance/Resolution No.:**

Agenda Item Description or Legislation Title

Bethel Township - Annexation Agreement

Purpose and Background

This legislation authorizes the execution of an Annexation Agreement with Bethel Township. The Annexation Agreement provides for the following:

1. Bethel Township will remove its existing TIF on the recently annexed property.
2. The City shall petition Miami County to conform the boundaries of the recently annexed property.
3. Bethel Township agrees to waive all compensation payments related to the conformed property.
4. The City agrees not to facilitate the annexation of any properties north of U.S. 40 for 20 years upon execution of the agreement.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
BETWEEN THE CITY OF HUBER HEIGHTS AND THE BOARD OF TRUSTEES OF
BETHEL TOWNSHIP, MIAMI COUNTY.

WHEREAS, on February 22, 2024, the Miami County Board Of Commissioners approved, by Resolution No. 24-02-246, a petition seeking the annexation of approximately 296.236 ± acres of land situated within Bethel Township, Miami County, Ohio (the “Annexed Territory”), into the City of Huber Heights, Ohio (the “City”), following the statutory procedures set forth in Chapter 709 of the Ohio Revised Code; and

WHEREAS pursuant to Ohio Revised Code Section 709.04, the Huber Heights City Council reviewed and accepted the annexation petition and the approval of the Miami County Board of Commissioners through the adoption of Resolution No. 2024-R-7455 on July 22, 2024, thereby completing the municipal acceptance requirements for annexation; and

WHEREAS, following the acceptance of annexation, Ohio Revised Code Section 709.192 authorizes a municipal corporation and the affected township to enter into a written annexation agreement to address issues necessary to promote cooperative and orderly administration of the Annexed Territory; and

WHEREAS, the City and the Board Of Trustees of Bethel Township have negotiated mutually agreeable terms for such an Annexation Agreement, setting forth their respective rights, responsibilities, and obligations relating to the Annexed Territory, consistent with the authority granted by Ohio law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The City Manager is hereby authorized to execute the Annexation Agreement, substantially in the form attached hereto as Exhibit A (the “Annexation Agreement”), and to execute any and all other documents, certificates, or instruments necessary to carry out and implement the terms, conditions, and obligations set forth therein.

Section 2. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

ANNEXATION AGREEMENT

BY AND BETWEEN

BETHEL TOWNSHIP (MIAMI COUNTY), OHIO

AND

THE CITY OF HUBER HEIGHTS, OHIO

Dated as of _____, 2025

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into on or as of the ____ day of _____, 2025 (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 Miami County Board of County Commissioners accepted the Petition, and the City has accepted the annexation of the 2025 Annexation Parcels; and

WHEREAS, the Parties agree there is additional acreage (identified as Miami County Auditor tax parcel numbers P48-000420) located adjacent to, and will be annexed into, the City pursuant and labeled as "2025 Planned Annexation Area" on Attachment A; and

WHEREAS, the Parties agree that the 2025 Annexation Parcels and the 2025 Planned Annexation Area collectively shall be referred to as the "2025 Annexed Property."

WHEREAS, the Parties have further agreed that the City will conform the boundaries of 2025 Annexed Property 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 Annexed Property 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 Annexed Property from the Township and any future annexed parcels located south of U.S. 40 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 Annexed Property 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 Annexed Property.

ARTICLE 2

ANNEXATION PROHIBITION

Section 2.1. Annexation Limitation. No property located within the Agreement Territory located north of U.S. 40 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 years (20) years, commencing on the Effective Date and shall terminate at midnight, _____, 204_. 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: 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.

INTENTIONALLY LEFT BLANK

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: _____
Cody Smith, Township Administrator

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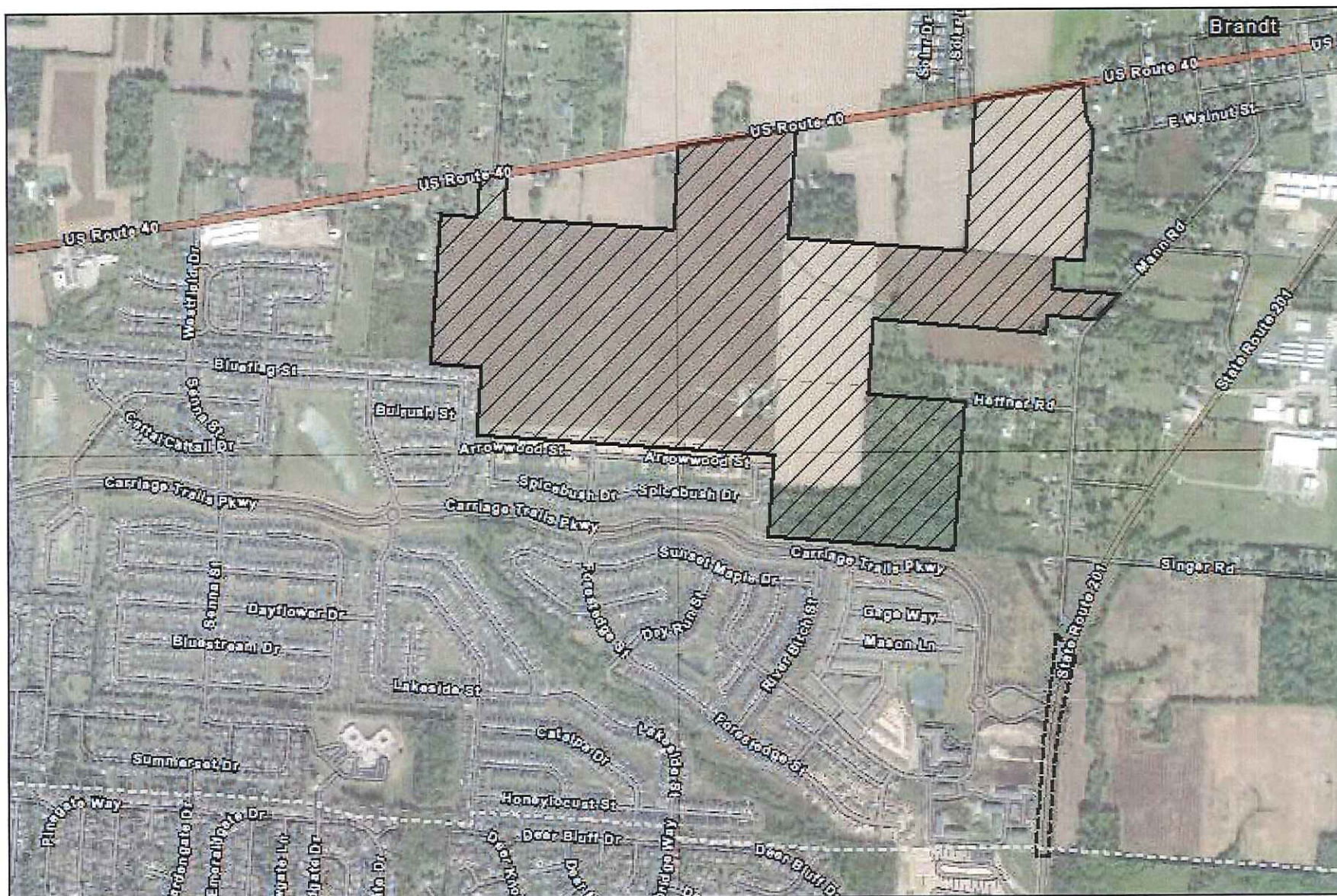
FISCAL OFFICERS' CERTIFICATIONS

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.

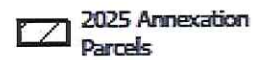
Rhonda Ross
Fiscal Officer, Bethel Township,
Miami County, Ohio

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



AI-11280

Topics Of Discussion F.

Council Work Session

Meeting Date: 12/02/2025

Bethel Township - Conformance Of Boundaries

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/02/2025

Audio-Visual Needs: None **Legal Review:** Completed

Emergency Legislation?: No **Motion/Ordinance/Resolution No.:**

Agenda Item Description or Legislation Title

Bethel Township - Conformance Of Boundaries

Purpose and Background

This legislation directs the City to petition Miami County to adjust Bethel Township's boundaries to exclude the recently annexed land from Bethel Township. Conforming the boundaries will provide certainty regarding who is responsible for street maintenance, public safety, and other municipal services. Conforming the boundaries will additionally remove township levies from the property tax assessments of the recently annexed property.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Petition

Resolution

**PETITION FOR ADJUSTMENT OF BETHEL TOWNSHIP BOUNDARIES TO
EXCLUDE THAT TERRITORY WHICH, AS A RESULT OF ANNEXATION,
NOW LIES WITHIN THE CORPORATE BOUNDARIES OF
THE CITY OF HUBER HEIGHTS, OHIO.**

TO THE BOARD OF COUNTY COMMISSIONERS
OF MIAMI COUNTY, OHIO

The City of Huber Heights, Ohio, by Christopher R. Conard, its Law Director, respectfully petitions the Board Of County Commissioners of Miami County, Ohio, pursuant to Ohio Revised Code Section 503.07, for an order changing the boundaries of Bethel Township to exclude territory that has recently been annexed by the City of Huber Heights, and to place that territory within the City of Huber Heights, and for such other action as may be proper to make the boundaries of annexed territory within the limits of the City of Huber Heights.

The aforementioned Ohio Revised Code Section 503.07 states that a board of county commissioners, on presentation of a petition, with the proceeding of the annexing legislative authority authenticated, at a regular or adjourned session, shall upon the petition of a city change the boundaries of the township.

This petition is filed under the authority of the Huber Heights City Resolution No. 2025-R-_____, passed _____, 2025, a certified copy of which is attached as Exhibit A. A certified copy of the minutes of said City Council Meeting are attached for referenced as Exhibit B.

Resolution No. 2024-R-7455, adopted on July 16, 2024, approved the annexation of approximately 296.236 ± acres petitioned for by Jill Stemen Tangeman, Esq., on behalf of petitioners GLJ Holdings Company, LLC; Gary L. Lavy, Trustee; and Carol J. Marchelletta, which was then approved by the County Commissioners at their February 22, 2024 meeting. A copy of the Huber Heights Resolution No. 2024-R-7455 is attached as Exhibit C.

As required by Section 503.07(B) of the Ohio Revised Code, the City of Huber Heights notified Bethel Township of its intent to amend the boundaries as set forth in this Petition. A copy of the notice sent to Bethel Township is attached as Exhibit D.

Petitioner's Name

Address

City of Huber Heights, Ohio

6151 Brandt Pike
Huber Heights, OH 45424

Exhibit A
Huber Heights City Resolution No. 2025-R-_____

[to be inserted]

Exhibit B
A certified copy of the minutes of Huber Heights Council Meeting dated

[to be inserted]

Exhibit C
Huber Heights Resolution No. 2024-R-7455

[to be inserted]

Exhibit D
Notice sent to Bethel Township

[to be inserted]

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CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

PETITIONING THE BOARD OF COUNTY COMMISSIONERS OF MIAMI COUNTY, OHIO TO ADJUST THE BOUNDARY LINES OF BETHEL TOWNSHIP SO AS TO EXCLUDE THAT TERRITORY THAT, AS A RESULT OF ANNEXATION, NOW LIES WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HUBER HEIGHTS (CARRIAGE TRAILS II ANNEXATION OF APPROXIMATELY 296.236 ± ACRES BY RESOLUTION NO. 2024-R-7455).

WHEREAS, on February 22, 2024, the Miami County Board Of Commissioners approved, by Resolution 24-02-246, the petition to annex approximately 296.236 ± acres of land situated in Bethel Township (the “Annexed Territory”) to the City of Huber Heights, Ohio (the “City”); and

WHEREAS, Pursuant to Ohio Revised Code Section 709.04, the Huber Heights City Council accepted that annexation by Resolution No. 2024-R-7455 adopted on July 16, 2024; and

WHEREAS, Ohio Revised Code Section 503.07 authorizes a municipal corporation to petition the county commissioners to alter township boundaries, so the boundaries are contiguous with the municipality’s corporate limits; and

WHEREAS, in accordance with Ohio Revised Code Section 503.07(B), the City has provided the Bethel Township Board Of Trustees with not less than ten (10) days’ written notice of Council’s intent to adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The City hereby petitions the Miami County Board Of Commissioners for an order adjusting the boundary lines of Bethel Township to remove the Annexed Territory, depicted and legally described on Exhibit A attached hereto, and to place that territory within the City, all in accordance with Ohio Revised Code Section 503.07, and related provisions.

Section 2. The Clerk of Council is hereby authorized and directed to certify a copy of this Resolution, together with a certified copy of the minutes of the meeting at which this Resolution was adopted, showing its adoption by a vote of the majority of the members of the City Council, being the "legislative authority of the Municipal Corporation" as set forth in Ohio Revised Code Section 503.07, to the Board Of County Commissioners of Miami County, Ohio.

Section 3. The City Law Director is hereby authorized and directed to present a certified copy of this Resolution and a certified copy of the minutes of this meeting to the Board Of County Commissioners of Miami County, as a Petition praying for such changes to the boundary lines of Bethel Township as set forth herein

Section 4. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the ____ day of _____, 2025;
____ Yeas; ____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

Exhibit A

DESCRIPTION OF 296.236 ACRES BETHEL TOWNSHIP, MIAMI COUNTY, OHIO

Situated in the State of Ohio, County of Miami, Township of Bethel, being parts of Sections 13, 14, 19 and 20, Township 2, Range 9, Miami Rivers Survey, being a portion of that property as described in a deed to Gary L. Lavy, Trustee, of record in Document No. 2019OR-07903 (Tract I only), being all of that 35.873 acre tract as described in a deed to Carol J. Marchelletta of record in Document No. 2020OR-12550 and all of those properties as described in a deeds to GLJ Holdings Company LLC, of record in Document No. 2023OR-06149 (21.151 acres), Document No. 2022OR-09379 (20.000 acres), Document No. 2023OR-09633 (50.000 acres), Document No. 2022OR-09378 (59.240 acres), Document No. 2022OR-09375 (26.697 acres) and Document No. 2023OR-09615 (27.129 acres), all references herein being to the records of the Recorder's Office, Miami County, Ohio, and being more particularly described as follows:

Beginning at the common corner to Sections 13, 14, 19 and 20, said point being occupied by a utility pole and also being the southwesterly corner of that 20.933 acre tract as described in a deed to Jeannine F. Friend, of record in Deed Book 650, Page 134;

Thence South 84°05'03" East, along the southerly line of said 20.933-acre tract, a distance of 809.57 feet to a 5/8" rebar found at a angle point in said southerly line at the northwesterly corner of said GLJ Holding Company, LLC tract (Doc. No. 2023OR09615);

Thence South 84°03'21" East, continuing along said southerly line and the southerly line of that 15.417-acre tract as described in a deed to Jeannine F. Friend (LE) and Diana Jones (RM), of record in Deed Book 576, Pages, 109, 111 and 113, a distance of 782.70 feet to an iron pin found with a plastic cap inscribed "COZATT 6001" at the southeasterly corner of said 15.417 acre tract and the southwesterly corner of said 35.873-acre tract;

Thence North 05°14'09" East, along the easterly line of said 15.417-acre tract, passing an 5/8" rebar found in the southerly right of way line of U.S. Route 40 (80.00 feet in width), at a distance of 1,316.24 feet, a total distance of 1,357.25 feet to a mag nail found in the centerline of U.S. Route 40;

Thence North 82°29'20" East, along the centerline of U.S. Route 40, a distance of 977.45 feet to a mag nail found at the northwesterly corner of Lot 145, as shown and delineated on the plat "Replat of Lots 46-49 Part of a Vacated Alley and Part of Section 14", of record in Plat Book 26, Page 51 and described in a deed to Karen S. Koenig, of record in Document No. 2020OR-12549;

Thence South 03°46'38" East, along the westerly perimeter of said Lot 145, passing an iron pin found with a plastic cap inscribed "COZATT 6001" on the southerly right of way line of U.S. Route 40 at a distance of 40.09 feet, a total distance of 291.57 feet to an 5/8" rebar found at an angle point in said Lot 145;

Thence South 22°02'17" East, continuing along the westerly perimeter of said Lot 145, a distance of 166.95 feet to an iron pin found at the southwesterly corner of said Lot 145 in the northerly right of way line of Walnut Street (66.00 feet in width);

Thence South 05°11'16" West, along the westerly terminus of said Walnut Street and along the westerly line of that 5.000-acre tract as described in a deed to Jeffery J. Morford and Francine M. Morford, of record in Deed Book 544, Page 324, the westerly line of that 8.0757 acre tract as described in a deed to Sandra J. Sexton, of record in Official Record Volume 464, Page 901, the westerly line of that 0.765 acre tract as described in a deed to Ronald J. Getter, of record in Document No. 2016OR-05311 and the westerly line of that 1.079 acre tract as described in a deed to Matthew Patak, of record in Document No. 2022OR-11459 and the westerly line of that 0.903 acre tract as described in a deed to Russell Snyder, of record in Deed

Book 766, Page 893, a distance of 1,149.88 feet to a 5/8" rebar found at the southwesterly corner of said 0.903-acre tract and the northwesterly corner of that 2.750-acre tract and the northeasterly corner of that 1.637 acre to both described in a deed to J. James Merz, Peggy J. Clendening and William J. Merz, Co-trustees, of record in Document No. 2018OR-08112;

Thence North 84°03'21" West, along the northerly line of said 1.637-acre tract, a distance of 262.92 feet to a 5/8" rebar found at the northwesterly corner of said 1.637-acre tract;

Thence South 05°01'23" West, along the westerly line of said 1.637-acre tract, a distance of 271.00 feet to an iron pin set at the southwesterly corner of said 1.637-acre tract;

Thence South 84°03'18" East, along the southerly of said 1.637-acre tract, a distance of 263.13 feet to a 5/8" rebar found at the southeasterly corner of said 1.637-acre tract and the southwesterly corner of said 2.750-acre tract;

Thence South 84°30'13" East, along the southerly line of said 2.750 acre tract, a distance of 334.94 feet to a mag nail found in the centerline of Mann Road (60.00 feet in width) at the southeasterly corner of said 2.750 acre tract;

Thence South 44°29'47" West, along said centerline, a distance of 307.30 feet to a mag nail set at the northeasterly corner of that 1.388-acre tract as described in a deed to Kerri E. Bubeck and Ryan E. Bubeck, of record in Document No. 2023OR-05424;

Thence North 84°06'13" West, along the northerly line of said 1.388-acre tract, a distance of 441.73 feet to a 5/8" rebar found at the northwesterly corner of said 1.388-acre tract;

Thence South 05°53'47" West, along the westerly line of said 1.388 acre tract, a distance of 160.00 feet to a 5/8" rebar found at the southwesterly corner of said 1.388 acre tract in the northerly line of that 14.510 acre tract as described in a deed to Michael Seale and Eugenia Seale, of record in Document No. 2021OR-03790;

Thence North 84°06'13" West, along said northerly line, a distance of 1554.77 feet to a 1" pinch top pin found at the northwesterly corner of said 14.510-acre tract;

Thence South 05°00'47" West, along the westerly line of said 14.510-acre tract and the westerly line of that 2.811-acre tract as described in a deed to William L. Thayer, III and Bobbie J. Cantrell of record in Document No. 2016OR-14842, a distance of 671.16 feet to a 5/8" rebar found at the southwesterly corner of said 2.811-acre tract;

Thence South 84°12'59" East, along the southerly line of said 2.811 acre tract, the southerly line of that 3.675 acre tract as described in a deed to William L. Thayer, III and Bobbie J. Cantrell of record in Document No. 2016OR-14842 and the southerly line of that 1.100 acre tract as described in a deed to Isaac B. Coppock and Michele M. Coppock of record in Deed Book 711, Page 289, a distance of 867.83 feet to a mag nail found in the centerline of Heffner Road (60 foot right of way) at the northwesterly corner of that 10.140 acre tract as described in a deed to Kerry J. Pahal, of record in Document No. 2015OR-05509;

Thence South 04°52'03" West, along the westerly line of said 10.140-acre tract, a distance of 1,339.34 feet to a 5/8" rebar found at the southwesterly corner of said 10.140-acre tract and in the northerly line of that 14.9604-acre (net) tract as described in a deed to the City of Huber Heights, of record in Document No. 2023OR-01701;

Thence North 84°20'09" West, along said northerly line, a distance of 1680.77 feet to a 1" pipe found at the northwesterly corner of said 14.9604-acre tract and the southeasterly corner of "Carriage Trails Section 7, Phase III", a subdivision of record in Plat Book 26, Pages 8-8A;

Thence North 05°13'29" East, along the easterly line of said Carriage Trails Section 7, Phase III and the easterly perimeter of part Inlot 352 (remainder) as shown and delineated upon the plat "Carriage Trails" a subdivision of record in Plat Book 22, Page 25, a distance of 732.60 feet to an iron pin found with plastic cap inscribed "M-E Companies";

Thence North 84°54'54" West, along the northerly perimeter of said part Inlot 352, a distance of 2678.46 feet to an iron pin found with plastic cap inscribed "M-E Companies" in the easterly line of "Carriage Trails Section 9, Phase III", a subdivision of record in Plat Book 26, Pages 20-20A;

Thence North 05°06'04" East, along the easterly line of said "Carriage Trails Section 9, Phase III", and the easterly line of "Carriage Trails Section 9, Phase IV", a subdivision of record in Plat Book 26, Pages 67-67B, a distance of 614.38 feet to an iron pin found with plastic cap inscribed "M-E Companies" at the northeasterly corner of said "Carriage Trails Section 9, Phase IV";

Thence North 84°34'07" West, along the northerly line of said "Carriage Trails Section 9, Phase IV", a distance of 456.76 feet to an 1" pipe found at the southeasterly corner of that 12.982 acre tract as described in a deed to Eldar Mamedov, of record in Document No. 2023OR-04310;

Thence North 04°58'53" East, along the easterly line of said 12.982-acre tract, a distance of 1,337.64 feet to an iron pin set at the northeasterly corner of said 12.982 acre tract and in the southerly line of that 1.857 acre tract as described in a deed to Eldar Mamedov, of record in Document No. 2023OR-04310;

Thence South 84°50'32" East, along the southerly line of said 1.857-acre tract and the southerly line of that 2.011-acre tract as described in a deed to Joyce A. Clifford, of record in Document No. 2015OR-13536, a distance of 333.63 feet to a 2" pipe found at the southeasterly corner of said 2.011-acre tract;

Thence North 04°55'31" East, along the easterly line of said 2.011-acre tract, passing a 5/8" rebar found in the southerly right of way line of U.S. Route 40 (80.00 feet in width) at a distance of 304.99 feet, a total distance of 345.96 feet to a mag nail set in the centerline of U.S. Route 40;

Thence North 82°26'45" East, along said centerline, a distance of 237.40 feet to a mag nail set at an angle point in said centerline;

Thence North 82°23'02" East, continuing along said centerline, a distance of 8.50 feet to a mag nail set at the northwesterly corner of that 16.764-acre tract as described in a deed to Chichak LLC & Asim Shakirjan, of record in Document No. 2022OR-09372;

Thence South 04°26'06" West, along the westerly line of said 16.764 acre tract, passing a 1" pipe found in the southerly right of way line of U.S. Route 40 at a distance of 40.89 feet, a total distance of 400.57 feet to a 1" pinch top pin found at the southwesterly corner of said 16.764 acre tract;

Thence South $85^{\circ}01'11''$ East, along the southerly line of said 16.764-acre tract and the southerly line of that 3.236-acre tract as described in a deed to Carl S. Watson and Heather R. Watson, of record in Document No. 2022OR-060885, a distance of 1523.43 feet to a 1" pinch top pin found at the southeasterly corner of said 3.236 acre tract;

Thence North $05^{\circ}07'34''$ East, along the easterly line of said 3.236-acre tract, passing a 5/8" rebar in the southerly right of way line of U.S. Route 40 at a distance of 701.25 feet a total distance of 742.26 feet to a mag nail set in the centerline of U.S. Route 40;

Thence North $82^{\circ}23'02''$ East, along said centerline, a distance of 1065.69 feet to a mag nail set at the northwesterly corner of that aforementioned 20.933-acre tract and in the common line to Sections 14 and 20;

Thence South $05^{\circ}34'32''$ West, along said common line, the westerly line of said 20.933 acre tract and the westerly line of that 0.717 acre tract as described in a deed to Wilbur E. Friend and Jeannine F. Friend, of record in Deed Book 327, Page 183, a distance of 979.31 feet to the place of beginning and containing 296.236 acres of land of which, 35.867 acres lies in Section 14, 134.161 acres lies in Section 19, 22.526 acres lies in Section 20 and 103.682 acres lies in Section 13.

Bearings herein are based on the Ohio State Plane Coordinate System, North Zone, NAD 83.

Iron pins set consist of a 5/8-inch rebar, 30 inches long with an orange plastic cap stamped "IBI Group, S-6872/S-7740".

This description was prepared by IBI Group Survey, Columbus, Ohio, and is based on an actual field survey of the premises performed in May and November 2021 and September 2023.



By 
David L. Chiesa Date 01/09/24
Registered Surveyor No. 7740

AI-11279

Topics Of Discussion G.

Council Work Session

Meeting Date: 12/02/2025

Charlesgate Road Extension - Donation Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/02/2025

Audio-Visual Needs: SmartBoard **Legal Review:** Completed

Emergency Legislation?: No **Motion/Ordinance/Resolution No.:**

Agenda Item Description or Legislation Title

Charlesgate Road Extension - Donation Agreement

Purpose and Background

This legislation authorizes the execution of a donation agreement for 0.634 acres to construct an extension to Charlesgate Road. In exchange for the donation, the City will connect the existing single-family home to the City's water and sewer systems.

Fiscal Impact

Source of Funds: Water Fund/Sewer Fund
Cost: Up To \$100,000
Recurring Cost? (Yes/No): No
Funds Available in Current Budget? (Yes/No): Yes
Financial Implications:

Attachments

Resolution
Attachment A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE EXECUTION OF A DONATION AGREEMENT WITH NOMADA VENTURES, LLC, THE ACCEPTANCE OF APPROXIMATELY 0.634 ACRES OF DONATED PROPERTY, AND THE SOLICITATION AND AWARD OF CONTRACTS NECESSARY TO COMPLETE THE DONOR’S CONSIDERATION FOR THE CHARLESGATE ROAD EXTENSION PROJECT.

WHEREAS, the City of Huber Heights desires to improve transportation connectivity between existing neighborhoods; and

WHEREAS, Nomada Ventures, LLC owns certain real property located at 6409 Shull Road, Huber Heights, Ohio 45424 (Parcel Number P70 04002 0018), as described in the Donation Agreement (as defined below); and

WHEREAS, subject to the terms of the Donation Agreement, Nomada Ventures, LLC is willing to donate approximately 0.634 acres (the “Donated Property”), as more particularly described in Exhibit A to the Donation Agreement, to facilitate the extension and connection of Charlesgate Road (the “Project”); and

WHEREAS, in consideration of the donation, the City agrees to make public water and sanitary sewer service available to Nomada Ventures, LLC’s adjacent retained property in accordance with the Donation Agreement and all applicable laws, regulations, and utility standards (the “Donor’s Consideration”); and

WHEREAS, the City and Nomada Ventures, LLC mutually desire to enter into the Donation Agreement setting forth their respective obligations regarding the conveyance of the Donated Property and related undertakings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The City Manager is hereby authorized to execute the Donation Agreement with Nomada Ventures, LLC, substantially in the form attached hereto as Attachment A, and to execute all other documents necessary to implement its terms, including the acceptance of the Donated Property and actions required to complete the Donor’s Consideration.

Section 2. The City Manager is hereby authorized to solicit, receive, and evaluate bids or proposals, and to award one or more contracts, in accordance with applicable procurement laws, solely for the purpose of completing the Donor’s Consideration as described in the Donation Agreement in an amount not to exceed \$100,000.00. Pursuant to Section 171.12(b) of the Codified Ordinances, Council hereby waives any conflicting competitive bidding procedures in Chapter 171 to the extent necessary to implement the Donor’s Consideration under this Resolution.

Section 3. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

ATTACHMENT A - DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2025 (the “Effective Date”), by and between **NOMADA VENTURES LLC**, an Ohio limited liability company (“Donor”), and the **CITY OF HUBER HEIGHTS, OHIO**, an Ohio municipal corporation (“City”), on the terms and conditions set forth below.

WHEREAS, Donor is the owner of certain real property located at 6409 Shull Road, Huber Heights, Ohio 45424, known as Montgomery County Auditor’s Parcel No. P70 04002 0018, together with all improvements thereon (the “Donor’s Property”); and

WHEREAS, Donor desires to donate to the City a portion of the Donor’s Property, more particularly described and depicted as Tract II in **Exhibit A** attached hereto and incorporated herein (the “Donation Property”); and

WHEREAS, the City desires to accept the Donation Property subject to the terms and conditions set forth herein; and

WHEREAS, in consideration of the donation, the City covenants to: (i) cause the construction of a public road connection between Charlesgate Road (the “Charlesgate Extension”); and (ii) cause the extension of municipal utilities (including public water and sanitary sewer) to the Donor’s Property; and

WHEREAS, the parties wish to set forth their mutual understanding and agreement regarding the donation, conveyance, and related undertakings.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Donation and Accepts of Donation Property.** Subject to the terms and conditions hereinafter set forth, Donor agrees to donate, convey, and transfer to the City, and the City agrees to accept, all of Donor’s right, title, and interest in and to the Donation Property.
- 2. Conveyance.** The conveyance of the Donation Property shall be by Limited Warranty Deed (the “Deed”) in a form acceptable to both parties and suitable for recording in the Montgomery County Recorder’s Office. If, as a condition to effectuate the conveyance, a lot split, replat, or other subdivision approval is required by Montgomery County or the City, the parties shall cooperate in good faith to obtain all necessary approvals. Except as set forth in Section 11(f) below, or otherwise agreed by the parties in writing, the costs of completing any required lot split, survey revisions, legal descriptions, application fees, and related conveyance expenses shall be paid by the City. The parties shall execute and deliver all documents necessary to complete the lot split and record the Deed promptly following such approval, with a target Closing date of December 31, 2025, subject to reasonable delay for administrative or regulatory processing.
- 3. Title.** The City shall obtain, through Chicago Title Insurance Company, 1 S Main St Ste 330 Dayton, OH 45402 (the “Title Company”), an ALTA Owner’s Policy of Title Insurance (the “Title Policy”) showing fee simple title to the Donation Property, subject only to permitted exceptions approved by the City. The Donor shall cooperate in providing any information, affidavits, or signatures required by the Title Company to issue the Title Policy. The City shall bear the cost of the Title Policy, while any survey or lot-split expenses shall be shared as provided in Section 2 above.

4. **Representations, Warranties and Covenants of Donor.** To Donor's knowledge, Donor represents, warrants, and covenants to the City that:

- a. Donor is a duly organized and validly existing limited liability company under the laws of the State of Ohio and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Donor has/have the legal power, right, and actual authority to bind Donor to the terms hereof and thereof;
- b. Donor is not a "non-resident" alien, "foreign corporation," or "foreign partnership," "foreign limited liability company," "foreign trust," or "foreign estate" within the meaning of 26 U.S. Code § 1445 and any related Treasury regulations;
- c. Prior to the donation, Donor shall grant and does hereby grant the City, its officials, employees, agents and designees full access to the Donation Property, to conduct any and all environmental studies, assessments, or any other activities deemed necessary by the City or its designees to satisfy itself as to the condition of the Donation Property;
- d. All taxes and assessments which are currently due and payable and attributable to the Donation Property are fully paid;
- e. To Donor's actual knowledge, there is no litigation, proceeding or action pending or threatened against or relating to Donor or the Donation Property;
- f. There are no leases, tenancies, service contracts or agreements affecting the Donation Property that will continue in effect after the Closing Date;
- g. To the extent required to effectuate the donation and recordation of the Deed, Donor has obtained (or will obtain on or before Closing) the prior written consent of each holder of any mortgage, deed of trust, security interest, or other lien encumbering the Donation Property, including any required partial releases, satisfactions, or subordination instruments, so that the Deed may be recorded and fee simple title to the Donation Property conveyed to the City free and clear of all liens and encumbrances other than the Permitted Exceptions. Donor further represents that, other than such mortgagee/lienholder consents (if any), no third-party consent, approval, or authorization is required for Donor to execute, deliver, and perform this Agreement and to convey the Donation Property as contemplated herein;
- h. Donor acknowledges and agrees that the consideration and covenants set forth in this Agreement constitute full, fair, and adequate compensation for Donor's transfer of the Donation Property to the City. Accordingly, Donor irrevocably waives, releases, and disclaims any and all rights, claims, or causes of action against the City arising out of or relating to the City's acquisition of the Donation Property, whether such claims are framed as appropriation/ eminent domain, inverse condemnation, regulatory taking, or "damaging" under the Ohio Constitution, the Ohio Revised Code, or any other federal, state, or local law. This waiver includes any claim to additional compensation, severance damages, relocation benefits, interest, costs, or attorneys' fees related to the foregoing. Nothing in this subsection waives Donor's right to enforce this Agreement or to assert claims arising from the City's breach of this Agreement. This subsection shall survive Closing; and
- i. Donor represents that it is entering into this Agreement voluntarily, without threat or coercion and not under compulsion of any pending appropriation action, and that Donor has had the opportunity

to consult independent legal counsel of its choosing regarding this Agreement and the waiver in subsection (h).

If, prior to Closing, the City becomes aware of any breach, inaccuracy, or untruthfulness of any of the foregoing representations, covenants, or warranties, the City shall have the right, as its sole remedy, to terminate this Agreement by giving Donor timely written notice of such election prior to or upon the Closing Date. If, prior to Closing, Donor becomes aware of any breach, inaccuracy, or untruthfulness of any of the foregoing representations, covenants, or warranties, Donor shall immediately provide written notice thereof to the City describing such breach, inaccuracy, or untruthfulness.

5. Representations, Warranties and Covenants of the City.

- a. The City represents, warrants and covenants to and with Donor that the City is an Ohio municipal corporation and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.
- b. As of the Effective Date, the City has no present intention to extend Deergate Drive beyond its existing terminus above Fayette Court. If City policy changes, the City shall, to the extent legally permissible, consult and cooperate with Donor regarding any future extension and related subdivision planning.

6. Donor's Documentation and Delivery of Instruments. On or before the Closing Date, Donor shall deposit in escrow with the Title Company, and deliver copies thereof to the City, the following (collectively, the "Donor's Closing Documents"):

- a. The Deed, in a form and substance satisfactory to the City and its counsel, conveying to the City fee simple title to the Donation Property, free and clear of all liens and encumbrances whatsoever except for the Permitted Exceptions;
- b. A Donor's Affidavit in form and substance reasonably acceptable to the Title Company, in favor of the City and the Title Company, stating that all labor and materials furnished in connection with any improvements or construction by Donor at or relating to the Donation Property within the period provided by law for the filing of mechanic's liens have been paid in full; and
- c. Such other documents, certificates, or instruments as may be necessary to effectuate the terms and conditions of this Agreement and to complete the conveyance of the Donation Property to the City.

7. City's Documentation and Delivery of Instruments. On or before the Closing Date, the City shall deposit in escrow with the Escrow Agent, and deliver copies thereof to the Donor, the following (collectively, the "City's Closing Documents"):

- a. A copy of a resolution or ordinance of the City Council of Huber Heights, Ohio, duly adopted and confirming and ratifying the authority of the City Manager to execute this Agreement and consummate the transaction contemplated herein; and
- b. Such other documents, certificates, or instruments as may be necessary to effectuate the terms and conditions of this Agreement and to complete the conveyance of the Donation Property from Donor to the City.

8. Conditions Precedent to City's Obligations. The City's obligation to close is contingent and conditioned upon the following, to be determined in the City's reasonable discretion:

- a. The City's satisfactory completion of inspections, analyses, environmental assessments, and testing of the Donation Property;
- b. The City's satisfaction with the status of title to the Donation Property; and
- c. Adoption by City Council of the authorization necessary to enter into this Agreement and accept the Donation Property.

9. Closing. If all conditions of this Agreement have been satisfied or waived, Closing shall occur on or before December 31, 2025, or on such later date as the parties may agree in writing. The term "Closing" or "Closing Date" means the date the Deed is recorded. This Agreement shall serve as escrow instructions to the Title Company. The Title Company is authorized to make all prorations and pay all costs and expenses required to close. On the Closing Date, if (i) the Title Company is prepared to issue the Title Policy in favor of the City as provided herein, (ii) all documents required have been deposited with the Title Company, and (iii) all terms and conditions of this Agreement have been satisfied or waived in writing, the Title Company shall cause the Deed to be recorded and disburse documents and funds as appropriate.

10. Possession; Condition of Property. The City shall be entitled to possession of the Donation Property upon Closing, vacant of all tenancies and occupants except as disclosed in the Title Commitment. The City acknowledges it has had the opportunity to inspect and accepts the Donation Property "AS IS, WHERE IS," with all faults, without representation or warranty by Donor, express or implied, except as expressly set forth herein.

11. Post Closing Obligations. Following Closing, the parties acknowledge and agree to the following post-closing obligations:

- a. Within ninety (90) days after the Closing Date (the "Utility Deadline"), the City shall, at the City's sole cost, extend public water and sanitary sewer service to an agreed upon boundary of the Donor's Property (the "Utility Extension Work"). The City shall obtain (or cause to be obtained) all governmental permits, approvals, and inspections required for the Utility Extension Work and for placing the new mains into service. The parties shall in good faith jointly select a qualified and bonded plumber to perform the private-side connection from Donor's improvements to the City's extended lines. The City will coordinate scheduling so that the private-side connection can occur promptly after the Utility Extension Work is approved for service. Each party shall provide reasonable site access and cooperation to facilitate timely completion. The Utility Deadline is of the essence, subject only to delays caused by events beyond the City's reasonable control (including force-majeure events, third-party utility conflicts, or material/labor shortages). The City shall provide written notice to Donor when the Utility Extension Work has passed required inspections and is available for Donor's private-side connection.
- b. Within sixty (60) days after the Donor's private-side connection to the City's water/sewer lines, Donor shall, at Donor's cost, properly decommission and close any existing leach field serving the Donor's Property in accordance with all applicable laws and regulations.
- c. The City shall act in good faith to commence and diligently prosecute construction of the Charlesgate Extension within a commercially reasonable period following Closing, subject to funding, design, permitting, bidding, and procurement requirements. During such work, the City shall use reasonable efforts to minimize material interference with Donor's access to, and use and enjoyment of, its adjacent retained property. Nothing herein prohibits temporary construction activities necessary to complete public improvements in accordance with applicable standards.

- d. The City shall commence in good faith and diligently pursue construction of the Charlesgate Extension, subject to applicable approvals, procurement, and funding. During construction, the City shall use reasonable efforts to minimize interference with Donor's use and enjoyment of Donor's adjacent property and shall repair any damage caused by the City or its contractors to substantially the same condition as existed immediately prior to such work, ordinary wear excepted.
- e. Upon Substantial Completion of the Charlesgate Extension (meaning the road is open for its intended public use subject only to minor punch-list items), the parties shall negotiate in good faith regarding the possible extension of Deer Knolls Road (the "Deer Knolls Extension"). The parties anticipate that any such project, if pursued, would require (i) a separate donation agreement for any additional land Donor may convey and (ii) separate City action to fund, design, and construct the Deer Knolls Extension. This subsection is an agreement to negotiate in good faith only and does not obligate either party to reach agreement or to proceed with any donation or extension absent further mutually executed, legally binding documentation and any required legislative approvals.
- f. Donor may, at Donor's sole discretion, elect to share equally (50/50) with the City the reasonable, third-party costs of subdividing lots immediately adjacent to the Charlesgate Extension (the "Charlesgate Subdivision"). If Donor elects to participate: (i) equal sharing applies to plats/replats, surveys and legal descriptions, application fees, recording fees, and reasonable outside professional fees (e.g., civil engineering and planning consultants) directly related to the Charlesgate Subdivision. The City may contract for the above services in its own name to comply with public procurement; the City will provide Donor reasonable backup with each invoice and an anticipated budget prior to engaging the professionals, and Donor shall reimburse the City for Donor's 50% share within thirty (30) days after receipt. Any further subdivision (including any future lots adjacent to a Deer Knolls/Deergate extension) shall be at Donor's sole cost unless otherwise agreed in a separate written agreement.

12. Commissions. Neither the City nor the Donor has engaged or authorized any real estate broker, finder, or agent in connection with this transaction. Each party shall be solely responsible for any commissions, fees, or compensation claimed by any broker, finder, or agent engaged by or acting on behalf of such party. Donor shall indemnify, defend, and hold the City harmless from and against all claims, demands, or causes of action asserted by any broker, finder, or agent claiming to have acted for, or because of any dealings with, Donor.

13. Miscellaneous.

- a. The captions, headings and arrangements used in this Donation Agreement are for convenience only and do not in any way affect, limit, simplify or modify the terms and provisions of this Donation Agreement.
- b. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when (i) personally delivered, (ii) sent by electronic mail with confirmation of receipt, or (iii) deposited in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed to the parties as follows (or such other address as a party may designate by notice in writing):

To City:

City of Huber Heights
Attn: John Russell, City Manager

6131 Taylorsville Road
Huber Heights, Ohio 45424

With a copy to:

Coolidge Wall Co., L.P.A.
Attn: Christopher R. Conard, Law Director
33 West First Street, Suite 200
Dayton, Ohio 45402

To Donor:

Nomada Ventures LLC
Attn: Samuel Munoz
1173 Scarlett Oak Drive
Tipp City, Ohio 45371

With a copy to:

McNamee Law Group LLC
Attn: Cynthia P. McNamee, Esq.
2625 Commons Boulevard
Beavercreek, Ohio 45431

- c. This Agreement constitutes the entire understanding between the parties as to the subject matter. This Agreement supersedes all prior understandings between the parties concerning the subject matter of this Agreement, if any.
- d. No modification of this Agreement shall be effective unless in writing and signed by both parties.
- e. To the extent that any provision of this Agreement shall be considered unenforceable, the remaining provisions of the Agreement shall remain intact and fully enforceable, with such offending provision to be deemed stricken, to the extent reasonable under the circumstances.
- f. The parties acknowledge that performance under this Agreement may be prevented or delayed by causes beyond their control, including but not limited to acts of God, war, riot, or civil unrest. Should such events occur, performance may be excused or delayed for a period commensurate with the interruption.
- g. The captions set forth in this Agreement are for informational purposes only and have no meaning separate and apart from the actual provisions of this Agreement.
- h. This Agreement may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be resolved in the courts of Montgomery County, Ohio.

- j. Donor acknowledges that this Agreement is subject to the Ohio Public Records Act (Ohio R.C. 149.43). The City is not responsible for protecting Donor's confidential information from disclosure.
- k. The City is a political subdivision of the State of Ohio. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses that the City, its officials, or its employees may have under the Ohio Revised Code or other applicable law, all of which are expressly reserved.
- l. Nothing in this Agreement shall be construed to create any personal liability on the part of any officer or employee of the City. In no event shall any officer or employee of the City shall be held personally liable for any breach or default of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

CITY OF HUBER HEIGHTS, OHIO

An Ohio municipal corporation

By: _____

John Russell, City Manager

NOMADA VENTURES LLC

an Ohio limited liability company

By: _____

Samuel Munoz, Managing Member

Approved as to Form:

By: _____

Christopher R. Conard, Law Director

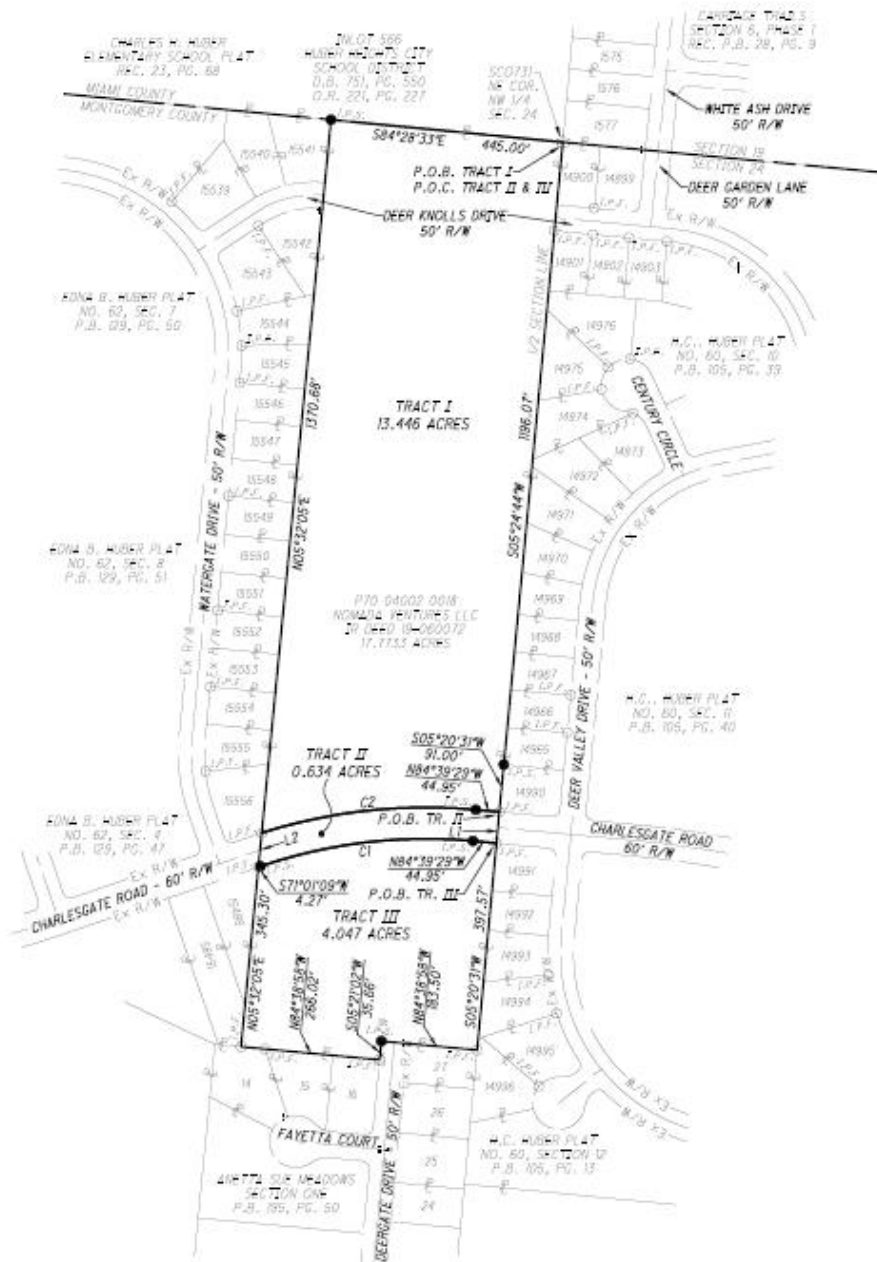
020251\00555\4923-8058-4755.3

Exhibit A

PLAT OF SURVEY

SECTION 24 T 2, R 8 M.R.S.,
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO

CONTAINING 18.127 ACRES TOTAL



AI-11281

Topics Of Discussion H.

Council Work Session

Meeting Date: 12/02/2025

Cybersecurity Program/Mandates

Submitted By: Dave Warren

Department: City Manager

Council Committee Review?: Council Work Session

Audio-Visual Needs: None

Emergency Legislation?: No

Division: Information Technology

Date(s) of Committee Review: 12/02/2025

Legal Review: Completed

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Cybersecurity Program/Mandates

Purpose and Background

Pursuant to Ohio Revised Code Section 9.64, it is necessary for the City to adopt a cybersecurity program to safeguard the City's data and information technology resources to help ensure the availability, confidentiality, and integrity of the City's data and technology.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Policy Summary

Cybersecurity Policy

Resolution



Executive Summary & Resolution for Adoption of Written Information Security Program (WISP)

This Executive Summary and Resolution is provided to assist the Legislative Authority in adopting the Written Information Security Program (WISP) in compliance with Ohio House Bill 96 (ORC 9.64). The WISP establishes a comprehensive cybersecurity program aligned with recognized best practices to protect the confidentiality, integrity, and availability of organizational data.

Key HB 96 Requirements Addressed

- Adoption of a cybersecurity program aligned with recognized best practices (e.g., NIST CSF 2.0, CIS Controls)
- Formal adoption of the program by the legislative authority
- Annual Risk Assessment
- Access Controls and User Management
- Incident response plan with state reporting timelines (7 days to DPS/OC3; 30 days to Auditor of State)
- Ransomware payments only with legislative approval by resolution or ordinance
- Employee Security Training (onboarding and annual)
- Vendor and third-party risk management
- Annual program review and updates
- Enforcement and accountability provisions



CITY OF HUBER HEIGHTS

Written Information Security Program (WISP) Template

Updated: October 2025

Dave Warren

Change Log

Date	Change	By
October 2025	Document Creation	Dave Warren
11/7/2025	Edited Draft Comments	Dave Warren
11/25/25	Submitted for Council Agenda	Dave Warren

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2. Scope.....	4
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4. Governance and Roles.....	4
5. Risk Assessment Process.....	5
6. Data Classification and Handling.....	6
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1. Purpose

The purpose of this WISP is to establish and document the information security practices at CITY OF HUBER HEIGHTS, ensuring the confidentiality, integrity, and availability of organizational data. This program guides the implementation of security controls, supports compliance with industry regulations, and promotes a culture of risk-aware behavior. It also ensures compliance with Ohio HB 96 by establishing a cybersecurity program aligned with recognized frameworks (e.g., NIST CSF 2.0, CIS Controls).

2. Scope

This WISP applies to all CITY OF HUBER HEIGHTS employees, contractors, consultants, and third-party service providers with access to company-owned data, systems, or infrastructure. It covers all information systems, computing devices, and digital communication channels used to conduct company business.

3. Security Program Objectives

- Protect organizational assets and sensitive data from threats.
- Ensure legal and regulatory compliance (HB 96, NIST CSF 2.0, CIS Controls, HIPAA, CJIS, etc.)
- Promote a proactive risk management culture.
- Support business continuity and incident preparedness.
- Demonstrate commitment to data protection for stakeholders.
- Adopt and maintain a cybersecurity program consistent with a recognized framework (e.g., NIST CSF 2.0, CIS Controls, ISO 27001) to meet HB 96 expectations.

4. Governance and Roles

Role	Responsibility
Legislative Authority – Huber Heights City Council	Formally adopts the Information Security Program
Executive Leadership – John Russell, City Manager	Approves and supports the WISP
Information Security Lead – Dave Warren, IT Director	Develops, implements, and maintains the program
IT Department – Huber Heights IT Staff	Implements technical controls and performs system monitoring

HR / Compliance Officer – Kathryn Knisley, HR Director	Coordinates training and policy compliance
All Employees	Follow policies and report security incidents

CITY OF HUBER HEIGHTS has formally selected NIST Cybersecurity Framework 2.0 as the guiding framework for this cybersecurity program.

All policies, controls, and practices described in this WISP are aligned to this framework. The framework selection will be reviewed at least annually during the program review process and re-approved by the governing authority as required by Ohio HB 96.

5. Risk Assessment Process

CITY OF HUBER HEIGHTS conducts an annual risk assessment and reviews it following major system changes or incidents. The process includes:

- Asset inventory and classification
- Threat and vulnerability identification
- Risk Analysis and prioritization
- Control selection remediation planning

Risk assessments will reference the selected framework to ensure risks are identified across Identify, Protect, Detect, Respond, and Recover functions.

6. Data Classification and Handling

Data at CITY OF HUBER HEIGHTS is categorized as follows:

Public	No restrictions on access
Internal Use	Limited to employees
Confidential	Requires access controls and encryption
Regulated	Protected by law (e.g., CUI, PHI)

Each classification has specific handling requirements defined in the Data Classification Policy.

7. Security Controls Overview

Administrative	Security policies, user training, vendor management
Technical	Firewalls, MFA, encryption, vulnerability management
Physical	Controlled facility access, secured server rooms, visitor logs

Controls are mapped to the organization's chosen framework (e.g., NIST CSF 2.0 categories or CIS Controls) to ensure consistent review and measurement.

8. Access Control and User Management

Access to systems is based on job roles and the principle of least privilege. Processes include:

- Account provisioning and de-provisioning.
- MFA for privileged and remote access.
- Periodic access reviews

9. Incident Response

CITY OF HUBER HEIGHTS maintains an Incident Response Plan that includes:

- Incident detection and classification
- Notification and escalation procedures
- Containment, eradication, and recovery actions
- Post-incident review and documentation

In addition to internal notification procedures, CITY OF HUBER HEIGHTS will notify the Ohio Department of Public Safety and the Auditor of State within the timeframes required by HB 96 (7 days for DPS/OC3; 30 days for Auditor of State). Ransomware payments require legislative authority approval by resolution or ordinance.

10. Training and Awareness

All users must complete information security awareness training upon onboarding and annually. Topics include:

- Phishing and social engineering
- Password management
- Data handling and acceptable use

Phishing simulations and refresher training may be conducted periodically.

11. Vendor and Third-Party Risk Management

Third-party service providers with access to sensitive data must undergo security due diligence. Contracts must include security clauses and breach notification requirements. Vendor risk assessments should align with the organization's chosen framework and HB 96 expectations.

12. Compliance and Legal Requirements

CITY OF HUBER HEIGHTS aligns this program with applicable standards and regulations, including:

- NIST CSF 2.0
- HIPAA (if applicable)
- CJIS
- Sector-specific rules (EPA for water, FERPA for schools)

13. Program Review and Maintenance

This WISP is reviewed at least annually or after:

- Significant changes to systems or data
- Security incidents
- Regulatory or business changes

Updates are documented in the Change Log. Reviews ensure alignment with HB 96 obligations and the chosen cybersecurity framework.

14. Enforcement

Failure to comply with this WISP or related policies may result in disciplinary action, up to and including termination. Exceptions must be documented and approved by the Information Security Lead and Executive Management.

Appendix A – Definitions and Acronyms

- MFA – Multi-Factor Authentication
- NIST CSF – National Institute of Standards and Technology Cybersecurity Framework
- CIS – Center for Internet Security Controls
- HIPPA - Health Insurance Portability and Accountability Act
- CJIS - Criminal Justice Information Services
- FERPA - Family Educational Rights and Privacy Act
- EPA - Environmental Protection Agency
- PHI – Protected Health Information
- OC3 – Ohio Collaboration Committee

Appendix B – Data Classification Matrix

Written Information Security Program

Classification	Description	Examples	Handling Requirements
Public	No restrictions on access.	Press releases, published website content.	May be shared freely. No special handling required.
Internal Use	Limited to employees and authorized contractors.	Internal memos, project plans.	Store on internal systems. Do not post publicly.
Confidential	Sensitive business or operational information requiring access controls.	Financial records, employee data, vendor contracts.	Encrypt at rest and in transit. Access restricted to authorized personnel.
Regulated	Data protected by law or regulation.	CUI, PHI, CJIS, FERPA records.	Strict access controls. Encryption required. Follow applicable legal/regulatory requirements.

Appendix C – Referenced Policy

- Acceptable Use Policy
- Data Classification Policy
- Incident Response Plan (IRP)
- Disaster Recovery Plan
- Business Continuity Plan
- Vendor Management Policy
- Password Policy
- Access Control Policy

Appendix D – HB 96 Crosswalk

HB 96 Requirement	WISP Section
Adopt a cybersecurity program aligned with best practices	Section 1 – Purpose; Section 4 – Governance and Roles
Formally adopt program by legislative authority	Section 4 – Governance and Roles
Conduct annual risk assessment	Section 5 – Risk Assessment Process
Implement access controls and user management	Section 8 – Access Control and User Management
Establish incident response plan	Section 9 – Incident Response
Report cybersecurity incidents (7-day DPS/OC3; 30-day Auditor of State)	Section 9 – Incident Response
Require legislative approval for ransomware payments	Section 9 – Incident Response
Provide annual training and awareness	Section 10 – Training and Awareness
Manage third-party and vendor risk	Section 11 – Vendor and Third-Party Risk Management
Align with applicable frameworks and sector regulations	Section 12 – Compliance and Legal Requirements
Review and update program annually	Section 13 – Program Review and Maintenance
Document and enforce compliance	Section 14 – Enforcement

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

ADOPTING A CYBERSECURITY PROGRAM, PURSUANT TO OHIO REVISED CODE SECTION 9.64, THAT SAFEGUARDS THE CITY'S DATA AND INFORMATION TECHNOLOGY RESOURCES TO HELP ENSURE AVAILABILITY, CONFIDENTIALITY, AND INTEGRITY OF THE CITY'S DATA AND TECHNOLOGY.

WHEREAS, pursuant to Ohio Revised Code Section 9.64 (the "Cybersecurity Law"), enacted through House Bill 96, the City is required to adopt a cybersecurity program (the "Program") that safeguards its data and information technology ("IT") systems to ensure confidentiality, availability, and integrity of its IT systems; and

WHEREAS, the Cybersecurity Law requires that the Program be consistent with generally accepted best practices for cybersecurity, such as those best practices established by the National Institute of Standards and Technology ("NIST") Cybersecurity Framework and the Center for Internet Security ("CIS") Cybersecurity Best Practices; and

WHEREAS, the City's Program may include, but is not limited to: (1) identifying and addressing the critical functions and cybersecurity risks of the political subdivision; (2) identifying the potential impacts of a cybersecurity breach; (3) specifying mechanisms to detect potential threats and cybersecurity events; (4) specifying procedures for the City to establish certain communication channels, analyze incidents, and take actions to contain cybersecurity incidents; (5) establishing procedures for the repair of infrastructure impacted by any cybersecurity incident, as well as the maintenance of security after a cybersecurity incident; and (6) establishing cybersecurity training requirements for all City employees, including the frequency, duration, and details of the training, which shall correspond to the duties of each City employee; and

WHEREAS, pursuant to Ohio Revised Code Section 9.64(E), all records, documents, and reports related to the City's Program are not public records pursuant to Ohio Revised Code Section 149.43; and

WHEREAS, the City Council has reviewed the Program proposed by the City's IT Coordinator in executive session pursuant to Ohio Revised Code Section 121.22(G)(5) and (6); and

WHEREAS, the City Council, having reviewed the proposed Program and the recommendation of the City's IT Coordinator, hereby adopts the Program created by the City's IT Department, which is consistent with, and follows the guidance of, Ohio Revised Code Section 9.64; and

WHEREAS, the implementation of the Program is not only required by law, but it is in the best interest of the health, safety, and welfare of the citizens of Huber Heights.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. City Council hereby adopts the Program prepared by the City's IT Department, which Program is consistent with, and follows the guidance of, Ohio Revised Code Section 9.64 as its official Program for cybersecurity. The protocols and controls set forth in the Program include, among other things, a prioritized set of actions proven to defend against the most common cyber threats.

Section 2. The protocols and controls set forth in the Program provide guidance and protocols to aid in managing the City's assets, protecting sensitive data, controlling access to data, securing and updating IT systems, defending against malware and other vulnerabilities, monitoring logs and network traffic, responding to cybersecurity incidents, training employees, and ensuring third-party providers meet security standards. These measures are an effective step in reducing cyber security risks, including but not limited to risks associated with malware, ransomware, and phishing.

Section 3. The City will continue making improvements to its Program as needed to ensure all reasonable, appropriate precautions are being taken against cybersecurity attacks. The City, working with its IT Department, shall make a complete review of its Program annually to assess progress, update practices, and to ensure alignment with evolving threats, best practices, and the requirements set forth in Ohio Revised Code Section 9.64.

Section 4. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date: _____, 2025.

AUTHENTICATION

Clerk of Council

Mayor

Date

Date

AI-11282

Topics Of Discussion I.

Council Work Session

Meeting Date: 12/02/2025

Gas Station Moratorium

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/02/2025

Audio-Visual Needs: None

Legal Review:

Emergency Legislation?: No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Gas Station Moratorium

Purpose and Background

This agenda item is for a discussion regarding adopting a 12-month moratorium on new fueling stations and new car wash facilities in the City. A potential moratorium will allow the City to examine appropriate locations and land use regulations for these uses while a new Zoning Code is being drafted.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

No file(s) attached.

AI-11277

Topics Of Discussion J.

Council Work Session

Meeting Date: 12/02/2025

Culture And Diversity Citizen Action Commission Appointment - R. Knight

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work
Session

Date(s) of Committee Review: 12/02/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Board And Commission Appointments

* Culture And Diversity Citizen Action Commission - Appointment

Purpose and Background

The City's interview panel recommends the appointment of Rubin Knight to the Culture And Diversity Citizen Action Commission for a term ending December 31, 2028. A background check on Mr. Knight has been processed through Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Application - R. Knight

Rodgers, Anthony

From: noreply@civicplus.com
Sent: Thursday, November 6, 2025 12:19 PM
To: Rodgers, Anthony
Subject: Online Form Submittal: Board And Commission Application Form

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

External sender <noreply@civicplus.com>

Make sure you trust this sender before taking any actions.

Board And Commission Application Form

APPLICATION FOR CITY BOARDS AND COMMISSIONS

Qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, marital or veteran status, or disability.

PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION COMPLETELY AND ACCURATELY.

Select the City board, commission, or committee applying for:	Culture And Diversity Citizen Action Commission
---	---

Are you currently serving on any other City boards, commissions, or committees?	No
---	----

If Yes, which?	<i>Field not completed.</i>
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Have you served on a City board, commission, or committee before?	No
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If Yes, which?	<i>Field not completed.</i>
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PERSONAL INFORMATION

Personal Information

Last Name	knight
First Name	Rubin
Middle Name	D
Address	6751 Locustview dr.
City	Dayton
State	OH
Zip	45424
Home Phone Number	9374789512
Email Address	whirl5241@aol.com

EDUCATION & COMMUNITY INVOLVEMENT

EDUCATION

High School	Trotwood Madison
Course of Study or Degree Earned	Diploma
College	<i>Field not completed.</i>

Course of Study or Degree Earned	Field not completed.
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Graduate School	Field not completed.
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Course of Study or Degree Earned	Field not completed.
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Other (Specity)	Field not completed.
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Course of Study or Degree Earned	Field not completed.
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COMMUNITY INVOLMENT

Please list all civic, community, or nonprofit organizations to which you have belonged or currently belong, and your dates of service.

Organization	Field not completed.
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Dates of Service	Field not completed.
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Organization	Field not completed.
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Dates of Service	Field not completed.
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Organization	Field not completed.
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Dates of Service	Field not completed.
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Organization	Field not completed.
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Dates of Service	Field not completed.
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EMPLOYMENT HISTORY

Name of Employer	Dayton Public Schools
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Position(s) Held	Teacher
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Dates of Employment	11/1/2006 - 10/12/2023
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Name of Employer	USA
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Position(s) Held	Field not completed.
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Dates of Employment	Field not completed.
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Name of Employer	Field not completed.
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Position(s) Held	Field not completed.
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Dates of Employment	Field not completed.
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Name of Employer	Field not completed.
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Position(s) Held	Field not completed.
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Dates of Employment	Field not completed.
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STATEMENT OF INTEREST

Statement Of Interest	Commitment to give to the community and assist where nee
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Additional Documentation (You can upload resume or other supporting documentation):	Field not completed.
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REQUIREMENTS & APPLICANT STATEMENT

Are you at least 18 years of age?	Yes
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Are you a registered voter	Yes
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Do you currently reside in the City of Huber Heights?	Yes
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Have you resided int he City of Huber Heights for at least one year prior to making this application?	Yes
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Are you willing to sign a release to allow the City of Huber Heights perform a background screening and criminal records check?	Yes
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Electronic Signature Agreement	I agree.
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I certify that all of the information furnished in this application and its addenda are true and complete to the best of my knowledge. I understand that the City of Huber Heights may investigate the information I have furnished and I realize that any omissions, misrepresentation or false information in this application and/or its addenda may lead to revocation of any volunteer appointment.

I hereby acknowledge that I, voluntarily and of my own free will, have applied for a volunteer position with the City of Huber Heights with the understanding that the City may use a variety of screening procedures to evaluate my qualifications and suitability for appointment. I have been advised that these screening procedures might include, but are not limited to, interviews, criminal record checks, driving records checks and reference checks. I also acknowledge that any such screening procedures, as reasonably required by the City of Huber Heights, are prerequisites to my appointment to a volunteer position with the City of Huber Heights.

In addition, I also hereby understand that the City of Huber Heights cannot guarantee the confidentiality of the results of, or information obtained through the aforementioned screening procedures. Decisions of the Ohio Supreme Court regarding the Ohio Public Records Act indicate that, with certain enumerated exceptions, records maintained by a governmental entity are a matter of public record and, should a proper request be made by a member of the public for such records, the governmental entity would be required to make such records available to

that member of the public within a reasonable time. Additionally, all information furnished in this application is subject to disclosure under the Ohio Public Records Act.

Therefore, in consideration of my application being reviewed by the City of Huber Heights, under no legal disability and on behalf of my heirs and assigns, hereby release and agree to hold harmless the City of Huber Heights and any of its agents, employees, or related officials from any and all liability, whatever the type and nature resulting from the administration of any such screening procedures and/or release of the results therefrom

Electronic Signature	Rubin D Knight
Date	11/6/2025

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