



LEGISLATIVE COVER MEMO

Date: November 10, 2025

Agenda Item: **Resolution 2025-80**

AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT IN ACCORDANCE WITH OHIO REVISED CODE SECTION 709.192 WITH FRANKLIN TOWNSHIP RELATING TO THE CITY'S ANNEXATION OF WARREN COUNTY, OHIO PERMANENT PARCEL NUMBERS 824126002, 824101002, 824176002, 824200005, and 824400033

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: City staff recommends that Council approve this annexation agreement, which, following Franklin Township approval, will allow for an Expedited Type 1 annexation petition to be filed with the Warren County Board of County Commissioners in accordance with Ohio Revised Code Section 709.022.

Budget Impact: None

Exhibits: Exhibit A: Annexation Agreement with Franklin Township

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-80

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT IN ACCORDANCE WITH OHIO REVISED CODE SECTION 709.192 WITH FRANKLIN TOWNSHIP RELATING TO THE CITY'S ANNEXATION OF WARREN COUNTY, OHIO PERMANENT PARCEL NUMBERS 824126002, 824101002, 824176002, 824200005, AND 824400033

WHEREAS, the City and Franklin Township (the "Township") are political subdivisions located adjacent and contiguous to each other within Warren County, Ohio; and

WHEREAS, certain property owners seek annexation of certain property into the City; and

WHEREAS, in accordance with Ohio Revised Code Section 709.192 the City and Township have agreed to the terms of an annexation agreement in order to facilitate the filing of an Expedited Type 1 annexation petition;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members present concurring, that:

Section 1. The City Manager is hereby authorized to execute an annexation agreement with Franklin Township relating to the City's annexation of Warren County, Ohio, permanent parcel numbers 824126002, 824101002, 824176002, 824200005, and 824400033, substantially in the same form as reflected in Exhibit 1 which is attached to this Resolution and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Resolution.

Section 2. The City Manager is further authorized to take all steps necessary to effectuate the filing of an Expedited Type 1 annexation petition with the Warren County Board of County Commissioners.

Section 3. All formal actions of this City Council concerning and relating to the passage of this Resolution were taken in an open meeting and all deliberations of this City Council that resulted in those formal actions were in meetings open to the public in compliance with law.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: November 10, 2025

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on November 10, 2025.

Khristi Dunn, Clerk of Council

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made by and between the **FRANKLIN TOWNSHIP BOARD OF TRUSTEES**, the legislative authority of and for Franklin Township, Warren County, Ohio (“Township”); and the **CITY OF FRANKLIN, OHIO**, the legislative authority of and for the City of Franklin, Warren County, Ohio (“City”); effective as of the date it becomes fully executed below (“Effective Date”), pursuant to Ohio Revised Code Section 709.192.

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within Warren County, Ohio; and

WHEREAS, the Township and City (each a “party” or together the “parties”) have cooperated in numerous matters in the past, including but not limited to, cooperation in the development and provision of services to citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the parties’ respective jurisdictional areas; and

WHEREAS, certain landowners have expressed a desire to pursue annexation of approximately 294.8933 acres of property located in the Township contiguous to the City, as more specifically identified in Exhibit A hereto (“Annexation Parcels”); and

WHEREAS, the annexation of the Annexation Parcels will, if successful, facilitate its orderly development, to the mutual benefit of both parties; and

WHEREAS, the City met during a public meeting on November 10, 2025, and adopted Resolution No. ____ approving the terms of this Agreement, and authorizing the City Manager to execute this Agreement on behalf of the City; and

WHEREAS, the Township Trustees met during a public meeting on November 12, 2025 and passed Resolution No. ____ approving the terms of this Agreement.

NOW, THEREFORE, concerning the annexation of the approximately 294.8933 acres known as the Annexation Parcels, the Township and City agree as follows:

ARTICLE I ANNEXATION AND LIMITATIONS

Section 1.1: Designation of the Annexation Parcels. This Agreement shall apply only to the annexation of the Annexation Parcels described in Exhibit A hereto.

Section 1.2: Annexation of Annexation Parcels. The Township, the City, and the undersigned property owners agree and consent to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

A. Procedure: The petitioners for the annexation of the Annexation Parcels to the City shall file the annexation petition pursuant to and shall comply with the provisions of the ‘Type 1’ expedited

annexation procedure as contained in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.

B. Scope of Petition: The agent for the annexation petitioner(s) shall process the annexation of the Annexation Parcels under one annexation petition which includes the entirety of the Annexation Parcels.

C. Cooperative Efforts: Upon the filing of any petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Warren County, Ohio Board of Commissioners.

D. De-Annexation: If the Annexation Parcels are not developed, or in the process of being developed, by December 31, 2027, the City and Township will have the option to cooperate in de-annexation/detachment process to have all or a portion of the Annexation Parcels detached from the City.

ARTICLE II

ZONING, UTILITIES, AND SERVICES

Section 2.1: City Responsibilities. Upon completion of the annexation, as between the Township and the City, the City shall provide police and fire services, zoning, land use and building matters, including, land use, plan review, inspections, permitting, law enforcement, income tax collection and other municipal services, with the exception of utilities, to the Annexation Parcels. City may extend utilities to the Annexation Parcels if owner or developer incurs the cost of extension of water and sewer lines. "Land use and building matters" as used herein shall also include, but not be limited to, zoning, site plan approval, landscape plan approval, development standards, plan check review, permitting, civil engineering plan review, inspections, issuance of certificates of use or occupancy, storm water management, transportation, environmental and historic matters and any other rules, ordinances, regulations and enforcement pertaining to the development, construction, use and operation of any project on the Annexed Parcels. The Township shall have no further right, duty, or obligation with respect to any such matters as they pertain to the Annexation Parcels.

Section 2.2: Township Responsibilities. The City shall not exclude the Township from any portion of the Annexation Parcel by initiating a change to the Township boundaries under Ohio Revised Code Section 503.07, so that the Annexation Parcels remain subject to the Township's real property taxes, with the possible sole exception of the Township's road and bridge millage which may only be levied in the unincorporated portion of the Township.

Section 2.3: Zoning. Upon the acceptance by City Council of the annexation, per Section 1115.03 of the City's Zoning Code, the annexation territory will be zoned in the same zoning district as land already within the City and adjacent to the land to be annexed. Within 3 months of annexation, Planning Commission shall recommend the appropriate zoning district to Council.

Section 2.4: Limitations. Nothing in this Agreement shall be construed as obligating either party to provide a particular service, level of service, or financial commitment. Such matters shall be left to the further mutual agreement of the parties if necessary.

ARTICLE III GENERAL PROVISIONS

Section 3.0: Support of Agreement. In the event that this Agreement, or any of its terms, conditions, or provisions, are 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 3.1: 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 3.2: Mediation. In the event the parties have a dispute as to any of the terms 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 3.3: Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available.

Section 3.4: Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the parties by means of appropriate legislation authorizing such amendment passed by each of the parties.

Section 3.5: 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 Ohio Revised Code Chapter 2744.

Section 3.6: 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 3.7: 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 townships under any provisions of the Ohio Revised Code, except as set forth herein.

Section 3.8: 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 3.9: 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 3.10: 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 3.11: 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 3.12: 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 3.13: 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 Warren County, Ohio.

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

CITY OF FRANKLIN, WARREN COUNTY, OHIO

By: _____

Jonathan Westendorf, City Manager

Date: _____

FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Ben Yoder, Law Director
City of Franklin, Ohio

By: _____

_____, Legal Counsel
for Franklin Township

Date: _____

Date: _____

PROPERTY OWNER'S CONSENT AND AGREEMENT

The undersigned Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to affect the terms contemplated herein.

By: _____
Authorized Representative for
DVAf, LLC

PROPERTY OWNER'S CONSENT AND AGREEMENT

The undersigned Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to affect the terms contemplated herein.

By: _____
Authorized Representative for
the Robert Todd Henderson
Revocable Trust

PROPERTY OWNER'S CONSENT AND AGREEMENT

The undersigned Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to affect the terms contemplated herein.

By: _____
Authorized Representative for
HDC VI, LLC

EXHIBIT A

Parcels Included in Annexation Territory:

#	Owner	Parcel Number	Account #	Acreage
1	DVAF, LLC	824126002	2125331	35.013
2	DVAF, LLC	824101002	2125315	41.6442
3	DVAF, LLC	824126002	2125358	93.228
4	DVAF, LLC	824176002	1407767	67.219
5	DVAF, LLC	824176002	2109662	6.299
6	Robert Todd Henderson Revocable Trust	824200005	1412507	46.488
7	HDC VI, LLC	824400033	1442599	5.0021
			Total	294.8933