XENIA CITY COUNCIL
MEETING AGENDA
JULY 23, 2026

LOCATION:
City Administration Building
City Council Chambers
107 E. Main Street
Xenia, OH 45385

NOTE: Regular and Special Meetings are open to the public. Executive Sessions are closed to the public. Only Regular Sessions are live streamed on the City's YouTube channel (eXplore Xenia). There is an opportunity for Audience Comments during Regular Sessions only and during Public Hearings. Please see the note under Audience Comments below.

REGULAR MEETING

- **INVOCATION** (or a moment of silence)

(1) PLEDGE OF ALLEGIANCE Councilman JD Mackiewicz

(2) CALL TO ORDER 6:00 p.m.

(3) ROLL CALL AND EXCUSAL OF ABSENCES Vice President James Crawford, Councilwoman Faith Sorice, Councilman JD Mackiewicz, Councilwoman Rachel Huffman, Councilman Jesse Rubio, Mayor Ethan Reynolds, and President Wesley Smith

(4) APPROVAL OF MINUTES July 9, 2026 Regular Meeting

(5) SPECIAL PRESENTATION(S) None

(6) AUDIENCE COMMENTS The public may also submit comments and/or questions for Council consideration by emailing the City Clerk's Office at xeniacityclerk@cityofxenia.org by 3 p.m. on 07/23/2026.

(7) OLD BUSINESS None

(8) NEW BUSINESS

A. ORDINANCE 2026-024 (Emergency) AMENDING 2026-18 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF XENIA, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY *(Finance Director)*

B. ORDINANCE 2026-25 (Introduction) LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC WAYS BY LIGHTING THEREOF FOR THE YEAR 2026 (*City Manager*)

C. RESOLUTION 2026-045 ACCEPTING THE AMOUNTS AND TAX RATES CERTIFIED BY THE GREENE COUNTY BUDGET COMMISSION FOR 2027, AUTHORIZING THE NECESSARY TAX LEVIES, AND CERTIFYING THE TAX LEVIES TO THE GREENE COUNTY AUDITOR *(Finance Director)*

D. RESOLUTION 2026-046 AUTHORIZING THE EXECUTION OF A SCHOOL RESOURCE OFFICER MOU WITH XENIA COMMUNITY SCHOOLS AND THE GREENE COUNTY CAREER CENTER, AND A MULTI-PARTY SCHOOL RESOURCE

OFFICER MOU WITH LEGACY CHRISTIAN ACADEMY, ST. BRIGID SCHOOL, AND SUMMIT ACADEMY *(City Manager)*

E. <u>RESOLUTION 2026-047</u> AUTHORIZING THE EXECUTION OF A STREET IMPROVEMENT FUNDING AGREEMENT WITH WILLIAM J.AND KIMBERLY R. URSCHEL FOR THE PAVING OF KETKI COUT AS A PART OF THE CITY'S 2026 ANNUAL STREET PAVING PROGRAM *(City Manager)*

(9) APPOINTED OFFICIALS' REPORTS

(10) COUNCIL COMMENTS & REPORTS

(11) EXECUTIVE SESSION: Discussion of Purchase or Sale of Property per ORC §121.22(G)

(12) WORK SESSION: Proposed Charter Review Amendments Discussion

(13) ADJOURNMENT

Published upon approval of the Council President by: Amy E. Brown, City Clerk

XENIA CITY COUNCIL
REGULAR MEETING
JULY 9, 2026

SPECIAL SESSION

(1) CALL TO ORDER: President Smith called the Special Session to order at 5:00 p.m. at the City Administration Building, 107 E. Main Street, Xenia.

(2) ROLL CALL: Vice President James Crawford, Councilwoman Faith Sorice, Councilman JD Mackiewicz, Councilwoman Rachel Huffman, Councilman Jesse Rubio, and President Wesley Smith. Mayor Ethan Reynolds was absent.

Motion by President Smith, seconded by Councilwoman Sorice, to excuse Mayor Reynolds due to work obligations. No discussion followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

Staff Present: City Manager Brent Merriman, Assistant City Manager Eric Henry, Finance Director Ryan Duke, Law Director Donnette Fisher, Administrative Services Director Jackie Potter, Police Chief Chris Stutes, and City Clerk Amy Brown.

(3) EXECUTIVE SESSION: President Smith said an Executive Session was needed for matters pertaining to Labor Negotiations per ORC §121.22(G).

Motion by President Smith, seconded by Councilman Rubio, to go into an Executive Session at 5:01 p.m. for matters pertaining to Labor Negotiations per ORC §121.22(G).

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

(4) RECONVENE: President Smith reconvened the Special Session at 5:58 p.m.

(5) RECESS: President Smith declared there would be a brief recess before the beginning of the Regular Session.

REGULAR SESSION

President Smith asked everyone to stand; Vice President Crawford provided the Invocation.

(1) PLEDGE OF ALLEGIANCE: All present remained standing and recited the Pledge of Allegiance led by Councilman Jesse Rubio.

(2) CALL TO ORDER: President Smith called the Regular Session to order at 6:00 p.m. in the City Administration Building, City Council Chambers, 107 E. Main Street, Xenia.

(3) ROLL CALL: Vice President James Crawford, Councilwoman Faith Sorice, Councilman JD Mackiewicz, Councilwoman Rachel Huffman, Councilman Jesse Rubio, Mayor Ethan Reynolds, and President Wesley Smith. Mayor Ethan Reynolds was absent.

Motion by President Smith, seconded by Councilman Rubio, to excuse Mayor Reynolds due to work obligations. No discussion followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

Staff Present: City Manager Brent Merriman, Assistant City Manager Eric Henry, Finance Director Ryan Duke, Law Director Donnette Fisher, Public Service Director Chris Berger, City Planner Brian Forschner, Administrative Services Director Jackie Potter, City Clerk Amy Brown, Deputy Fire Chief Jeff Bruggeman, Police Major Matt Miller, and Police Chief Chris Stutes.

(4) APPROVAL OF MINUTES: President Smith called for a motion on the minutes of the June 25, 2026, Regular Meeting.

Motion by Councilwoman Sorice, seconded by Councilwoman Huffman, to approve the June 25, 2026, minutes of the Regular Meeting as written. President Smith entertained comments or questions. None were presented. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

(5) SPECIAL PRESENTATION(S): Councilwoman Sorice said she wanted to acknowledge Xenia's Sister City from Ghana. The delegation from Ghana and the King of Asebu visited Xenia just this past week. Xenia's Police Division did a fantastic job watching over the King, guiding him, and protecting him. She said it was so well executed, she felt like she was watching TV. She strongly felt if the President of the United States came through Xenia, the City's Police Division could act in a Secret Service capacity for him. She honored Detective Chad Shelley, Officer Jeremiah Fernbaugh, Major Lon Etchison, and Code Enforcement Officer Fred Barker (who drove the delegation). She asked any of them that were in the audience to come up to the dais to get a picture with Council. She concluded that even the delegation commented they could tell how well trained all of the officers were.

(6) AUDIENCE COMMENTS: President Smith explained the procedures for Audience Comments and invited those who wished to speak to come forward.

Christian Steen, 377 N. King Street, came to address an issue happening at 839 S. Detroit Street, which was his mom's residence. He printed up Xenia City Code 454.07 about prohibition against abandonment of junk motor vehicles. There had been a white pickup truck abandoned out front of 839 S. Detroit Street for going on five years. He had been complaining to City Police and Code Enforcement for years, only to be told they could not do anything about this abandoned vehicle. The pickup truck had flat tires, expired plates, a broken side mirror, and the bed was full of trash. Other neighbors had also called to complain, and still nothing got done. The truck was an eyesore, and he thought since Police and Code Enforcement were not helping him, he would bring this to City Council's attention. He continued, there were junk vehicles all over town. That further down

on S. Detroit Street was a black SUV that had been sitting for so long, on the road, that the rear sub frame and muffler had completely rotted out and were laying on the ground. Xenia's code specifically said no vehicle may be parked on a public street for more than 48 hours, or it was considered a junk vehicle. The disposition said a three-year old vehicle, extensively damaged or not running, missing tires or wheels, or not operable. He asked if Council could look into this to see if there could be a resolution to these junk car issues, specifically his issue at 839 S. Detroit Street. Getting that white pickup truck taken care of would be great. President Smith thanked him for bringing that issue to Council's attention.

John Samuels, 261 Fairview Circle, said he wanted to make an announcement regarding Community Clean-Up Day that was happening on the east end this Saturday, July 11, 2026. He had been passing out flyers hoping to make contact with a couple of people in particular. He did get in touch with Xenia Police Department, and he thought a few of them would be coming out during the course of the event to say hello to community members. He added that it would be great if any members of Council were able to pop in and say hello; and if they felt like cleaning and helping, that would be awesome too. Councilwoman Sorice wanted to confirm that the Community Clean-Up Day was at 578 Market Street from 8:00 a.m. to 12:00 p.m. this coming Saturday. Mr. Samuels said yes, there were specific reasons he chose to do it at that location. He added there would be bouncy houses, a food truck, and great opportunities to make contacts with people that cared. He passed out flyers to Councilmembers, and Council thanked him.

Thomas Scrivens, 725 Lexington Avenue, shared the following:

- He said Xenia did a heck of a job on the fireworks. They were epic. He felt Xenia was head and shoulders above other communities of the same size. He had people come from miles around who were thoroughly impressed with the fireworks display. He thanked the Sonnycalb Foundation, Memorial Foundation, and the City of Xenia. He suggested a couple of fundraisers during the year, specifically to ask people to contribute to the fireworks. This year, they lasted almost 30 minutes. He had a ringside seat on N. Columbus Drive just past Stadium Heights. He added that it was good to see everybody downtown, and it was good to promote the City.
- He asked about progress updates on the so-called Market Square, soon-to-be Hospitality Square. He said he would like an update as there was no formal place to get a straight answer on any progress being made and what could be expected in the near term.
- He asked, again, if Council could can amend the Street Servicing Plan to include N. Patton Street between Church and Main because there was a 45-million-gallon water tank there. That was in front of "our house," and he felt Xenia needed to take care of their house before taking care of other people's houses.
- He concluded that, so far, this Council was doing really well, and he was proud of what they had done so far. He warned there were challenges still ahead. He urged Council to get Councilman Mackiewicz's picture on the wall. And he thanked the IT Director for getting the microphones going so the people who were in Council Chambers listening to the public business being transacted could now actually hear the public business being transacted.

(7) OLD BUSINESS:

A. ORDINANCE 2026-23 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF XENIA, OHIO, TO REZONE THE PROPERTY AT 805 UPPER BELLBROOK ROAD AND A PORTION OF THE PROPERTY AT 817 UPPER BELLBROOK ROAD FROM A-1 AGRICULTURAL DISTRICT OT RB REGIONAL BUSINESS DISTRICT,

introduced by Councilman Mackiewicz on 06/25/2026. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said the proposed rezoning area included the 2.787-acre property at 805 Upper Bellbrook Road, and 1.444 acres of the 32.654-acre property at 817 Upper Bellbrook Road. The 1.444-acre portion of 817 Upper Bellbrook Road was the remainder of the property that was not rezoned by Ordinance 2026-09, which was a 31.21-acre PUD including 160 townhomes. The property boundaries would be resurveyed to match the rezoning boundary upon approval of the rezoning. The applicant had requested this rezoning in order to allow for development of a hotel and one or two commercial out lots. The staff report reflected a review of the rezoning by Planning and Zoning Division staff. Planning and Zoning Commission voted to recommend approval of this rezoning after holding a public hearing at their June 10, 2026, meeting, based on the findings of the staff report.

President Smith entertained comments or questions. Hearing none, he opened the public hearing at 6:18 p.m. and invited those who wished to speak for or against Ordinance 2026-23 to amend the zoning map to rezone property on Upper Bellbrook Road from A-1 Agricultural District to RB Regional Business District to come forward.

Jake Morrison, Van Atta Engineering, 570 Congress Parkway, Dayton, Ohio, was there on behalf of his client, Tashi Hospitality, who was the applicant and would be the owner/operator of Townplace Suites. He wanted to express his client's excitement about this property in particular. His client was a resident of Greene County in Xenia, and this location would be his home office where he would also operate a handful of other hotels out of. When he attended the Planning and Zoning Commission meeting, the largest concern he heard from the public was they wanted the construction of a screening fence along the east property boundary. His client would be building a screening fence along that east property boundary as part of their landscape buffer. He concluded that his client was very excited.

President Smith closed the public hearing at 6:19 p.m. and entertained a motion on Ordinance 2026-23.

Motion by Councilman Mackiewicz, seconded by Vice President Crawford, to adopt Ordinance 2026-23 as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

(8) NEW BUSINESS:

A. RESOLUTION 2026-039 APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 42 CULVERT REPAIR PROJECT (PID 114656) WITHIN THE CITY OF XENIA'S CORPORATE LIMITS. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said Engineering Division staff received a request from the Ohio Department of Transportation (ODOT) for City consent to allow ODOT to repair a stormwater culvert under U.S. 42 near Ledbetter Road that was located within the City's corporate limits. This project would be administered by ODOT, and there would be no City funds expended to complete this work. To grant ODOT the requested consent for this project, Council must pass ODOT's standard

preliminary consent legislation. Passage of this resolution would allow the project design to be completed in 2026 and construction to begin in 2027.

President Smith entertained comments or questions. Hearing none, he called for a motion to pass Resolution 2026-039.

Motion by Councilwoman Huffman, seconded by Councilman Rubio, to pass Resolution 2026-039 as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

B. RESOLUTION 2026-040 APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 68 RESURFACING PROJECT (PID 116328) WITHIN THE CITY OF XENIA'S CORPORATE LIMITS. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said Engineering Division staff received a request from the Ohio Department of Transportation (ODOT) for City consent to allow ODOT to resurface a small portion of U.S. Route 68 at the U.S. 35/U.S. 68 interchange, which was located within the City's corporate limits. This project would be administered by ODOT, and there would be no City funds expended to complete this work. To grant ODOT the requested consent for this project, Council must pass ODOT's standard preliminary consent legislation. Passage of this resolution would allow the project design to be completed in 2026 and construction to begin in 2027.

President Smith entertained comments or questions. Councilman Mackiewicz wanted to confirm there would not be any additional lanes. Mr. Merriman concurred. Vice President Crawford asked how long traffic would be restricted for that project. Mr. Merriman said it would be a fairly simple project, and any extended inconvenience should be minimized. Hearing nothing further, President Smith called for a motion to pass Resolution 2026-040.

Motion by Councilwoman Huffman, seconded by Councilwoman Sorice, to pass Resolution 2026-040 as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

C. RESOLUTION 2026-041 AUTHORIZING THE EXECUTION OF THE LPA FEDERAL LOCAL-LET AGREEMENT WITH ODOT FOR THE W. CHURCH STREET (W. MAIN ST. TO N. DETROIT ST.) IMPROVEMENT PROJECT. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said in October 2025, the City applied for and was awarded federal Surface Transportation Program (STP) funds through the Miami Valley Regional Planning Commission (MVRPC) for major improvements to W. Church Street, between W. Main Street and N. Detroit Street. With multi-family development expected in the Xenia Market District along this corridor over the next three to five (3-5) years, safety upgrades and enhancements were needed to support increased pedestrian and bicycle traffic. Engineering Division staff planned to include lane reductions, narrower travel lanes, protected on-street parking, and intersection improvements as a part of the project. Per the grant application submitted

to MVRPC, the total project cost was estimated to be $2,530,797. The federal STP grant would cover up to $1,746,250, or 69%, leaving the City responsible for a local share of $784,547, or 31%, plus any construction-related cost overruns. Construction was expected to begin in spring 2031.

President Smith entertained comments or questions. Vice President Crawford said he heard a rumor that the City was already planning for 2031. He asked if that was true. Mr. Merriman said 2031 was when the grant funds would be available. For these types of programs, the approval cycle was years out from the availability of funds. The only concern he had right now was the expected pace of development at the Market District site may be out in front of a lot of this. In this case, the City would take the grant funds, and try to adjust in the meantime. Councilwoman Huffman asked if the City's portion was locked in. Mr. Merriman replied escalation was built into the estimate. Hearing nothing further, President Smith called for a motion to pass Resolution 2026-041.

Motion by Councilman Mackiewicz, seconded by Councilwoman Sorice, to pass Resolution 2026-041 as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

D. RESOLUTION 2026-042 AUTHORIZING THE EXECUTION OF A ROADWAY MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said on May 13, 2021, by Resolution 2021-W, Council approved a five-year roadway maintenance agreement with the Ohio Department of Transportation (ODOT) for the removal of snow and ice and for certain roadway maintenance. This had been an ongoing agreement between the City and State, whereby ODOT agreed to maintain certain portions of roadway that would otherwise be the responsibility of the City, and the City agreed to maintain certain portions of roadway that would otherwise be the responsibility of the State. Specifically, the City maintained certain portions of State and U.S. Routes outside the City's corporate limits in exchange for ODOT maintaining certain portions of U.S. Route 35 within the City's boundaries. The maintenance agreement with ODOT was once again due for renewal for another five-year term. However, Public Service Department staff was recommending some adjustments to the agreement because of the anticipated annexation of the Central State University (CSU) campus. If the CSU annexation was approved, the City would assume certain roadway maintenance responsibilities currently handled by ODOT on U.S. Route 42, as the annexation would include a portion of that U.S. Route. Rather than the City perform routine maintenance on this approximately 2,300' portion of U.S. Route 42, staff recommended pursuing a maintenance responsibility "swap" with ODOT. The City Manager and Public Service Department staff met with ODOT officials on June 17, 2026, and ODOT was amenable to the proposed U.S. Route 42 responsibility swap. This swap would entail the State maintaining that portion of U.S. Route 42 that would be in the City if the CSU annexation was approved, in exchange for the City maintaining U.S. Route 42 from the City corporation line to Old Town Crossing, rather than the existing limit of Stevenson Road. If the annexation was not approved, staff would later seek Council approval to amend the maintenance agreement to remove the portion of U.S. Route 42 that was not annexed.

President Smith asked if this would be a swap of services. Mr. Merriman concurred. Hearing no further questions or comments, President Smith called for a motion to pass Resolution 2026-042.

Motion by Vice President Crawford, seconded by Councilwoman Huffman, to pass Resolution 2026-042 as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

E. RESOLUTION 2026-043 ACCEPTING THE ANNEXATION OF 121.558 ACRES OF LAND IN XENIA TOWNSHIP, LOCATED EAST OF 997 NORTH COLUMBUS STREET, TO THE CITY OF XENIA, OHIO. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said an expedited type 2 petition to annex 121.558 acres from Xenia Township to the City of Xenia, which was part of the Mannarino property, was filed by the property owner, Mannarino Family Partnership, Ltd. The property was located on the south side of U.S. Route 42 and east of 997 North Columbus Street. If the annexation was accepted by Council, the developer Rockford Homes intended to acquire the property, as well as an adjacent 62-acre parcel at 1634 Old US-35 East, which was already located in the City. Upon acquisition, Rockford Homes would develop a subdivision of single-family homes, to be called Trailside Run. The subdivision would require City of Xenia water and sewer services and would contain an estimated 517 homes. If the annexation was approved, the developer's next steps would be to submit a rezoning application, followed by subdivision plat applications. City staff conducted a fiscal impact analysis of Trailside Run and found that General Fund operating revenues were estimated to exceed general fund service costs, excluding water and sewer funds.

President Smith confirmed this action was not initiated by the City of Xenia, that this was initiated by the property owner. Mr. Merriman concurred. Vice President Crawford asked if there would be an additional substation in that area. Mr. Merriman said there were plans in the works for a new substation to serve the southeastern quadrant of the City. That had been in the works with AES for a number of years. President Smith noted this petition was filed in March with Greene County, and Greene County Commissioners approved it on April 23, 2026. Councilman Mackiewicz appreciated Mr. Duke crunching the numbers. Mr. Duke said he wanted to give credit where credit was due. Mr. Forschner put together the original analysis and did most of the work. President Smith said in previous meetings, there were discussions about new subdivisions creating their own TIF to help pay for the streets. Mr. Merriman said there was a meeting tomorrow to discuss a variety of potential options, including impact fees, TIFs, and a new function approved by the state legislature that would allow the City to use TIF proceeds for construction of public safety facilities. Staff would be reviewing options tomorrow, and he anticipated coming back to do a Work Session with Council in August to discuss their options. President Smith asked if there were planning designs for this. Mr. Merriman said Mr. Forschner had seen some conceptual plans. Hearing nothing further, President Smith called for a motion to pass Resolution 2026-043.

Motion by Vice President Crawford, seconded by Councilwoman Sorice, to pass Resolution 2026-043 as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

F. RESOLUTION 2026-044 APPROVING AND RATIFYING THE TENTATIVE COLLECTIVE BARGAINING AGREEMENT WITH THE XENIA POLICE OFFICERS

ASSOCIATION AND THE FRATERNAL ORDER OF POLICE, POLICE SERGEANTS. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said the City negotiation team engaged in bargaining with the Xenia Police Officers Association and the Fraternal Order of Police, Police Sergeants, and the parties had reached tentative agreements. The negotiation team, the City Manager, and the Finance Director believed the terms and conditions of the proposed tentative agreements were fair and satisfied the interests of the City. The City had been notified that the unions ratified their respective agreements. The tentative agreements had been reviewed with Council in Executive Session, as authorized by Xenia City Charter §13.03(C) and ORC §121.22(G)(4), prior to Council's consideration of this Resolution. Council's rejection of the terms of the tentative agreements, as presented, would return the parties to the bargaining process, but Council's approval would close negotiations.

President Smith entertained comments or questions. Vice President Crawford said this had been a very good discussion among Councilmembers about supporting police officers and the idea of retaining current positions and drawing talent to the community was important. President Smith thanked Ms. Potter, her staff, and the police unions for working together and coming to an agreement. Hearing nothing further, President Smith called for a motion to pass Resolution 2026-044.

Motion by Councilwoman Sorice, seconded by Councilman Rubio, to pass Resolution 2026-044 as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

G. Procedural Motion: Authorizing the Finance Director to Provide the Greene County Budget Commission with a Preliminary Budget as Required by Ohio Revised Code §5705.281. President Smith asked Mr. Duke for a brief summary of this item. Mr. Duke said while §5705.28 of Ohio's Uniform Tax Levy Law required all taxing authorities in a county to annually adopt a tax budget for the next succeeding fiscal year, ORC §5705.281 authorized the county budget commissions to waive this requirement. When a county budget commission waived the tax budget requirement, the commission must still require each taxing authority to provide such financial information as the commission required to perform its duties, including the establishment of tax rates for each taxing authority for the next fiscal year. For the second year, the Greene County Budget Commission had waived the requirement that the City adopt and file a formal tax budget. In lieu of a formal tax budget, the Commission had requested financial information regarding the City's expected cash balances as of January 1, 2027 and the expected 2027 revenue by fund, in order to set the City's tax rates for 2027. Finance Department staff had prepared a preliminary budget, with positive balances in each fund, to meet the County Budget Commission's request. The Finance Director was requesting that Council authorize, by procedural motion, his submittal of this information to the Greene County Budget Commission as required by law. The submittal of this preliminary budget did not authorize or allocate any funding, nor did it commit Council to any future expenditures. The information in the preliminary budget would only be used by the County Budget Commission to set the City's tax rates for the coming fiscal year. As the County Budget Commission had not modified inside millage rates in decades, it was unlikely that the preliminary budget provided would impact the City's rates moving forward. Considerable revisions to the 2027 Operating Budget could be expected as subsequent rounds of internal review

continue over the course of the summer. As part of this, various renditions of the budget would be presented and reviewed with Council's Finance & Budget Committee in the coming months. The comprehensive 2027 Operating Budget and five-year capital plan would be submitted for Council consideration in the fall, in accordance with the process outlined in Article IX of the City Charter.

President Smith entertained comments or questions. Hearing none, he called for a motion to pass this Procedural Motion.

Motion by Councilwoman Sorice, seconded by Councilwoman Huffman, to pass this Procedural Motion as presented. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

H. Procedural Motion: Appointments to the Board of Zoning Appeals and the Planning and Zoning Commission. Vice President Crawford noted there were two vacancies on the Board of Zoning Appeals. After speaking with several applicants, he respectfully recommended and endorsed the appointment of former Planning and Zoning Vice Chair, Ms. Mary Haller, to one of the vacant seats, with a term expiration date of April 11, 2029. Ms. Haller had expressed her interest in serving on the Board of Zoning Appeals instead of Planning and Zoning Commission due to her conflicting work schedule. She began volunteering with the City as a member of the Board of Zoning Appeals in 2017, and was excited about returning to BZA. After vetting other applicants, he also respectfully recommended the appointment of Mr. Kurt Sanders to fill the other vacant seat on the Board of Zoning Appeals, with a term expiration date of April 11, 2029.

President Smith said with Ms. Mary Haller stepping down from Planning and Zoning Commission to serve on the Board of Zoning Appeals, a vacancy now existed on the Planning and Zoning Commission. He respectfully recommended and endorsed the appointment of Mr. Frank Trappanotto to the vacant seat, with a term expiration date of December 31, 2026.

Motion by Vice President Crawford, seconded by Councilwoman Sorice, to appoint Ms. Mary Haller to the vacant seat on the Board of Zoning Appeals with a term expiration date of April 11, 2029, and appoint Mr. Kurt Sanders to the vacant seat on the Board of Zoning Appeals with a term expiration date of April 11, 2029. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

Motion by President Smith, seconded by Councilwoman Huffman, to appoint Mr. Frank Trappanotto to the vacant seat on the Planning and Zoning Commission with a term expiration date of December 31, 2026. No comments followed. The Roll on this was the following:

Ayes: Crawford, Sorice, Mackiewicz, Huffman, Rubio, Smith
Nays: None motion carried.

President Smith asked Mr. Trapanotto if he would like to make any comments since he was present this evening. Mr. Trapanotto said this was a surprise. He was eager to serve, and he appreciated the opportunity.

(9) APPOINTED OFFICIALS' REPORTS

President Smith asked the Finance Director for his comments. Mr. Duke said he had nothing this evening.

President Smith asked the City Manager for his comments. Mr. Merriman said Council should anticipate a Quarterly Development Report to them by the end of the month with updates on all the various economic development projects around the City and any incentive programs that would be applicable. He meets annually with the Ministerial Association of Xenia. That meeting was scheduled for Tuesday, July 14, 2026, at 8:30 a.m. He added if any Councilmembers wanted to join them for a small breakfast with the local ministerial team, they would be talking about collaboration opportunities that existed. He expressed his thanks to everyone involved in the Red, White, and Blue Block Party. Everyone from the Xenia Rotary to all the various sponsors of the sand art, all the many volunteers, churches that put in time and resources, and to the City's staff members. July 4th was an all hands on deck situation from administrative staff to Fire, Police, and Public Service. It was a great opportunity to take pride in the community and the country. He thanked Council for their support. He added that Council had received concerns about Shawnee Park, and he provided them with a rather lengthy call information report at their last meeting. Major Matt Miller was there to give the highlights on the analysis performed.

Major Miller said there were some citizen complaints that had come in about Shawnee Park. In looking at the call data from the last 18 months, there had been 268 calls there. 98 of those calls were extra patrols, and 49 of them were juvenile complaints – ducks being taken from the pond, underage drinking, cussing, yelling, and a couple fights. In the winter, there were calls about juveniles walking on the ice. The remaining calls included welfare checks, suspicious people, fights, and e-bike complaints. There were two ways to log patrols. One was tied to an address. Shawnee Park's address was 591 Park Street. The other was neighborhood checks. Shawnee Park was part of a neighborhood. Last year, Police did 154 neighborhood checks that included Shawnee Park. This year Police had already done 157. The busiest call time was from 6:00 p.m. to midnight.

Mr. Merriman added that Shawnee Park was the crown jewel of downtown. It was a beautiful natural asset in the core of the community and a space that staff wanted families, especially with kids, to feel safe and comfortable in. Safety at the park was a top priority. Concerns had been raised about issues in the restrooms, and the City was in the process of getting materials ordered. Security at the park was being taken very, very seriously. He had recommended to Council looking into investing in additional full-time officers, as well as creating a fifth patrol district concentrated in downtown, within which the park would be located. The best way to address some of the behavioral issues was by increasing the frequency and presence of law enforcement at the park. Most evenings, there were four officers and one sergeant patrolling the City of Xenia. They were spread pretty thin. He recommended that when citizens saw issues at the park, to call 911.

Vice President Crawford asked in determining whether a call should be 911 or a non-emergency call, he struggled with what truly constituted an emergency. Major Miller said it boiled down to if

someone's life was in danger. If the call was to make a report about a non-pressing issue, that would be to the non-emergency line. There was a brief discussion about the ducks at Shawnee Park. Mr. Merriman concluded that staff's Quarterly Development Report would include the Market District, and staff would look at putting updates on social media so citizens would have access to that information.

President Smith asked Ms. Brown to include the email she received from Cindi Stein as a public comment in the record:

To All Xenia City Council Members:

I am writing this letter to voice my opinion about any data center which may be built in or near Xenia at any time in the future. Data Centers make people ill. They emit a constant noise and pollute the area with sounds that do not correspond to the health of the people living around them. Data Centers rob farmers of badly needed water, and consequently they rob people of food and water needed for life. Data centers can consume up to five million gallons of water per day. Our area rivers, streams and aquifers cannot keep up with that kind of demand. We need to eat. The builders of Data Centers say that they will employ human workers, but as a Michigan facility is experiencing, robots are actually doing the jobs. (The Midwesterner, dated June 22, 2026 by Derek Draplin entitled Dowagiac data center to deploy Chinese humanoid robots to support development of 'autonomous workflows'). Cities are not getting the boondoggle they think they are getting. In the last several years, there has been a remarkable upgrade to electrical facilities in the Xenia area. Was this done in order to not only accommodate new housing, but one or more Data Centers also? The simple truth is, Data Centers collect data on YOU, YOUR family, and consolidate those little bits of data into a massive data base. It collects every key stroke, every car trip, every conversation and every daily routine of YOU. It creates an avatar for you, a little digital person that is used in economic, and social planning. It knows your likes and dislikes, your moods, and the choices you have made, good or bad, of your past and present, no matter how private you may think they are. YOU are war-gamed. Rich men somewhere use your data to guess your reactions to certain stimuli; they guess your future. In short, the collection of data in this manner is nothing more than divination, using technology to give it a more "digestible, scientific spin" for their own power, not yours. For these reasons, I will resist any attempts to build one in this area.

Sincerely,
Cindi Stine
38 year resident of Xenia
1391 Raybell Drive

President Smith asked the Law Director for her comments. Ms. Fisher said there would be a discussion this evening after the Regular Meeting regarding a review of the proposed Charter amendments. She suggested they do audience comments first, and then they could move to the conference room; or they could do it right there, right now. Councilmembers agreed they wanted to go to the conference room. Ms. Fisher said there would not be any action tonight. The most Council could do was instruct her how they wanted the ordinance written. She acknowledged it may just be the beginning of their discussions, and they may not come to a final decision. She said it was an open meeting and anyone was able to stay and listen.

(10) COUNCIL COMMENTS & REPORTS:

Councilman Mackiewicz thanked the staff for the endless hours they put in for the Red, White, and Blue Block Party and the fireworks. It was a good time for him and his family, and he heard another family expressing that Xenia always did a good job with the fireworks, and they appreciated the creativity and hard work. He had noticed a huge increase of mini pocket gas or electric bikes that accelerated at high speeds. They looked cool, but they could also be a danger. He asked if staff could work on an infographic on different types of bikes and what was legal where, because there was a lot of misunderstanding. Mr. Merriman noted Ms. Fisher actually put something together about a year ago when legislative changes were made. It probably needed to be updated since there were even more products out there; these devices were a big problem, and they were getting out of control. Councilman Mackiewicz said there had been a lot of complaints about speeding on Greystoke Drive. He asked if the City could install one of those speed signs, those residents would be appreciative. In the Sterling Green neighborhood, updated ADA ramps and sidewalk repairs were being done, and those residents were appreciative. He noted there was fresh asphalt in the Market District area. People patronized those businesses, and there had been comments about how narrow it was to go into. He believed that was intentional, because the Market District was designed to be a walkable area with the ability to visit multiple stores, so it was designed to slow people down. He noted there was a recent map showing where different data centers were planned, and one mapping service had Xenia Township on there. That was an error; there was no data centers planned for Xenia Township; however, it did have a similar address to a data center in Wilmington.

Councilwoman Sorice said she could join Mr. Merriman on Tuesday at 8:30 a.m. She stated the Police and Fire Divisions did an exceptional job the night of the fireworks. As she stated earlier, the City hosted the King and his contingent of Xenia's sister city in Ghana. The City administration staff had done a phenomenal job all while simultaneously organizing the Red, White, and Blue Block Party. It was amazing and everything was perfectly orchestrated. She knew it took a lot of time and energy from everyone, from the Ghana display in the City Administration Building to accommodating all the dignitaries. She thanked everyone who worked to make that happen because it was a fantastic day. The contingent from Ghana loved it, and they were very grateful. They were mesmerized and blown away by the tours of the fire division, police division, dispatch, business park, and water department. She added they gave away over 200 bike helmets to kids at the block party, and she noted even in the extreme heat, people showed up.

Councilwoman Huffman echoed what everyone had said. Everyone did a great job on Friday, and she was proud of what they did in Xenia in terms of getting the community together. She added the fireworks show was hands down the best in the area.

Councilman Rubio echoed previous comments. He had so much pride sitting there with everyone sharing that moment in this country. He said they were blessed to sit with each other, in a mixed group of people of all colors and races. The staff did awesome, including the police and fire divisions. It was hot, and he thanked the public service staff that handled the cleanup afterwards to keep the City looking great. They were often overlooked, but he saw them out there, not complaining and handling their job. He thanked Mr. Merriman for the tour at the last Council meeting. They toured Lexington Park, and it was nice to see that and meet the people that cared for that space. He noted they also looked at Monroe Street, and stated the streets were in Council's hearts and minds, and he hoped they could make more progress soon.

Vice President Crawford noted that everyone had commented very nicely. He observed the contingent from Ghana, and he stated they were taking everything in. The staff that shared their facilities were fascinating, and the police division did an incredible job. He felt the day was absolutely impressive. He also helped to hand out bike helmets to kids. The City provided those helmets, and he knew the kids and parents appreciated those helmets. He thought that was a small step in the right direction for the way the City was headed, and he was looking forward to the next adventure, whatever that might be.

President Smith stated the next Fourth of July celebration would be on Friday, July 2, 2027, as it was always on the first Friday of every July. He thanked the Rotary for the fireworks show. Also, this year, people might have noticed the Parade of Flags down Main Street. Those flags were donated by members of the community and the Rotarians at no cost to taxpayers. He thanked public service for helping to display them. It was very impressive and patriotic, and it would be an ongoing program. He thanked Chief Stutes for the tour with the contingent from Ghana. Ten years ago, the police division was in the basement of the Justice Center, and it was almost unimaginable how tight those quarters were. He knew the City got some heat for the City Administration Building, but they could not operate as a City at the degree that they do without this building. As nice as it was, it was not super fancy, but it did get the job done. He thanked the citizens for their support. A lot of people got letters in the mail from the County Auditor, and the appraised values went up on properties. He reminded everyone that 6% of that or less of the property tax bill actually came to the City of Xenia. There were a lot of comments about the property taxes going up and questions about streets being paved. Again, the City was not seeing the portion of what was needed, so there was some inequity there. He asked Mr. Merriman for an update on the traffic calming measures on Hollywood Boulevard. Mr. Merriman said he received a report from Mr. Berger today that the company had completed fabrication of the raised crosswalks. He anticipated the shipping would go our as early as next week, and the installation should happen as soon as they took delivery, hopefully within the next couple of weeks.

(11) EXECUTIVE SESSION: President Smith said an Executive Session was not needed this evening, but there would be a Work Session for a discussion on the Charter Review amendments. There would be a short recess and Council would reconvene in the Conference and Training Room. The public was welcome to stay for the Work Session, and the Regular meeting was recessed at 7:12 p.m.

WORK SESSION

The Work Session began at 7:30 p.m. with the same Councilmembers present.

Staff Present: City Manager Brent Merriman, Assistant City Manager Eric Henry, Finance Director Ryan Duke, Law Director Donnette Fisher, and City Clerk Amy Brown.

Ms. Fisher explained it was up to Council to decide if they wanted any of the charter amendments on the ballot in November. At this point, there would have to be an emergency ordinance, which was standard when doing charter amendments because there was a certain window of time the state gave to get the ordinance done. The last meeting in August was the date for the ordinance to be done in time for the November election. She reminded Councilmembers they could not change

what the Charter Review Commission (CRC) had done, but they could pick and choose by sections which items they would like to present to voters.

Amendment #1: Ms. Fisher said there were two separate changes, but they would be presented as one ballot item because they were tied together. Since more properties were being received by the City through tax forfeiture, approving those sales by ordinance put a 60-day wait for the ordinance to become effective. This would still require the same number of votes and there would still be a public hearing, but it would be a resolution instead of an ordinance so the sale could start sooner.

There was a brief discussion about getting the information about the charter amendments out to voters, and the suggestion of including information on the City's website, social media, and including it with utility bills.

Ms. Fisher asked the Councilmembers if they had questions or comments about this amendment. Councilman Mackiewicz noted this amendment would be a reduction in red tape and maintenance, and the remaining Councilmembers agreed

Amendment #2: Ms. Fisher noted this amendment was regarding Council elections and terms. The current language said all elected members of Council would hold office for a term of four years. Successors will be elected in the next general municipal election before the expiration of their term. This was the second time the CRC had recommended this, and it had been the same recommendation both times. The Commission looked at every possible option as to how to stagger Council terms, and the recommendation was to change from 4-3 to a 3-2-2. If this could begin with the 2027 election, only two members would be affected one year each, because at that election, there were four Councilmember seats up for election. So, the two highest vote getters would do four-year terms, and the third and fourth vote getters would do three-year terms. After that, everyone would then be on four-year terms, so it would be a one-time adjustment. She knew Mayor Reynolds had some concerns, and unfortunately he could not be here tonight, but she did not understand his concern about how this would make elections partisan. Councilman Mackiewicz thought Mayor Reynolds had a good point. There was only one election here in 2030 that ran the same time as the partisan races. He asked if there was a way to do this in odd years. Ms. Fisher noted there would be an election with the 3-2-2 format, so there would be an election every year for three years, then there would be an off year. Councilman Mackiewicz noted the governor's race falls on even years. Mr. Duke concurred, and adding it would avoid the presidential race, but it would hit the same time as the governor's race. There was a brief discussion about the proposed timeline flow for the various local, state, and federal elections. President Smith pointed out there was always a potential of a Councilmember resigning and there would have to be an election to fill that open seat. Ms. Fisher noted if there was a vacancy on Council, how the seat was filled depended on how much was left of the term. Mr. Merriman said they recently had a cycle where there was significant turnover, and there were only two people on Council that had the requisite two years of experience to be President or Vice President. Theoretically, right now, there could be back-to-back turnover, and there could be seven members that did not have the two years of experience. He thought people had to go through at least a full year of Council experience to appreciate and know what to expect. When there was a lot of turnover in a short period of time, it could be disruptive to policy flow and some longer term plans that had been established because it could take extra time to bring the newer Councilmembers up to speed. Mr. Duke did not have a

strong persuasion one way or another, but in making this change, some of the politics would be taken out of the local government decision making process. There was a brief discussion about the impacts and issues regarding the two members that would only serve three-year terms. The Councilmembers noted there were pros and cons to both options, and they wanted to wait to have further discussion with Mayor Reynolds.

Amendment #3: Ms. Fisher noted this amendment concerned Council salaries. The current charter allowed for a 3% raise each year. Councilmembers were on two different pay tiers because they were not allowed to vote themselves an interim increase, and they were voting on raises for the next group of members. Looking at surrounding communities, Xenia was near the bottom in terms of pay and underpaid compared to those other communities. Also, Councilmembers did not currently earn the Ohio Public Employees Retirement System (OPERS) minimum monthly credit. They were serving, but they were not receiving that credit. OPERS had historically tied the minimum earnable monthly amount required to earn that credit into what township trustees received. Township salaries were set by statute, so this change would be tied into that. Councilmembers would no longer have to vote on their own salaries because it would be built into the charter, and it would be fairer. A total three-year increase for all Councilmembers would be slightly over $100,000, and they would begin to earn retirement credit towards OPERS. There was further discussion among Councilmembers about how to present this item to voters in a positive way and how to get that messaging out. Ms. Fisher asked if Councilmembers were good with moving forward on this amendment, and Councilmembers were in agreement to move forward.

Amendment #4: Ms. Fisher reported this change would be a minor language change. The last CRC changed what had formerly been called "administrative" motions for Council to "procedural" motions, and this one item in the language had not been previously changed. Ms. Fisher asked if Councilmembers had any issues with changing this language, and no Councilmembers had any objections.

Amendment #5: Ms. Fisher noted this amendment regarding elections. In determining qualifications, how candidates were nominated, and determining how those candidates got on the ballot was within the purview of the Council. For the nominating process, Xenia differed from state law in requiring 75 signatures and not 50 signatures. However, the City could not tell the Board of Elections (BOE) how to count the ballots and deviate from what their state-mandated duties were. In the last CRC process, there were issues with the Board of Elections trying to interfere, so they wanted to cut them out and have the City Clerk decide it all. This article did not make it on the ballot the last time because Council was not comfortable with putting it all on the City Clerk. This CRC removed that language, and as far as elections for City office, none of it would come through the City Clerk. Ms. Fisher stated the biggest change would be regarding petitions. State law said petitions should be on forms approved by the BOE, but they were handing out the forms that said only 50 signatures were needed. This change would be the nominating petitions would be on forms approved by Council, which would show 75 signatures needed instead of 50. Most of the other added language in this section was out of the Ohio Revised Code and addressed items that had not previously been addressed in the charter.

Ms. Fisher noted if a City was a charter City and did not specifically set forth a process for recall in the charter, the residents did not get to use the statutory process. She referred to the recent

Maumee versus Lucas County Board of Elections case that said the statutory provision for recall only applied to statutory cities. So, absent of something in the charter, the residents had zero right of recall. The CRC did recommend some tweaks from state law in this provision, including a person had to serve at least six months before a recall petition could be filed against them. On the petition, there was space to provide reasoning for recalling someone, and the state said 200 words, but the CRC recommended 500 words. The CRC also recommended adding a process that said if there were no candidates included on the recall petition, Council would fill that vacancy under the existing provisions in the charter.

Ms. Fisher stated Mayor Reynolds had previously referenced the Supreme Court ruling that judges were allowed to be partisan and their elections were now partisan, but that did not have any application to the City because Xenia was a charter City; courts were controlled by state law. There was a short discussion among Councilmembers and staff regarding local partisan and non-partisan politics and the effects on local elections. Ms. Fisher suggested Councilmembers could leave that section out and address it in the rules of Council.

There was a short conversation about Ohio Sunshine Laws and the discussion of City business needing to be done in public meetings. Ms. Fisher raised concerns about one person speaking for all of Council and she wanted to make sure all Councilmembers were on the same page regarding someone speaking for all of Council. Councilmembers expressed they each had individual voices, but if one person was speaking for the group, it was because they were all in agreement with that. There was an agreement among Councilmembers to remove the section concerning political activity and revisit the remaining items in the amendment at a future meeting.

Amendment #6: Ms. Fisher said this would mirror state law, with the exception of one item. In September, the state passed a law regarding referendum petitions stating that 35% of the electors who voted in the last gubernatorial election was the required number of signatures needed for a referendum petition, but the CRC recommended keeping the percentage at 10%. The only other change on initiative and referendum under state law was those petitions would be presented to the Finance Director, but the CRC recommended those be presented to the City Clerk. Initiative petitions occurred when voters wanted Council to adopt an ordinance and they did not. A referendum petition was when Council adopted an ordinance, and voters did not like it and they wanted to vote it down. With this change, the initiative petition would first have to be referred to Council, which differed from state law. That way, if Council agreed with the initiative, they could pass legislation and it would never have to go to the ballot. For referendums, state law required that an actual committee was needed to do a referendum. The committee had to notify the City within 10 days of the publication of an ordinance that they intended to proceed with a referendum. For a City ordinance, unless it was an emergency, it did not go into effect for 30 days. The 10 day requirement would just give the City notice ahead of time so staff and Council could be prepared. In addition, currently, there was no process if Council wanted to present an ordinance to the voters. CRC recommended a section be added so Council could submit an ordinance to the electors in order to give Council an additional option. There was a brief discussion among Councilmembers and Ms. Fisher regarding examples about how this option could be applied and utilized. Councilmembers decided they would like to have further discussion about this proposed amendment at the next meeting.

Amendment #7: Ms. Fisher said for this item, the language had been in the charter, and the CRC had discussed removing it altogether because those protections already existed under federal and state law. However, the CRC recommended changing it to mirror state law. This did not make it to the voters during the last CRC process because one Councilmember did not like the word "sex" included in the language. At that time, there was a lack of definition in state law that defined what male and female meant. In the following section, there was language included about a person being convicted for violating this action. But, there was no way to convict anyone for a violation of this action because there was nothing provided there. There had to be a penalty provision and that had to be done legislatively by Council. There was further conversation about the "age" language in this provision and the minimum and maximum age requirements for police and fire positions. Ms. Fisher asked if any Councilmembers had any issues with the changes suggested, and the Councilmembers had no objections.

(12) ADJOURNMENT: Motion by Vice President Crawford, seconded by Councilwoman Huffman, to adjourn the Regular Meeting at 9:03 p.m. No discussion followed. The Roll on this was the following:

Ayes: Sorice, Mackiewicz, Huffman, Rubio, Reynolds, Smith
Nays: None motion carried.

Amy E. Brown
City Clerk

Wesley E. Smith
President, Xenia City Council

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Meeting Date: July 23, 2026
Effective Date: July 23, 2026

Agenda Item: **ORDINANCE 2026– 24**
AMENDING ORDINANCE 2026-18 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF XENIA, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

Submitted & Presented By: Ryan Duke, Finance Director

Summary: In accordance with Xenia City Code § 1602.13, which is authorized by ORC § 3929.86, insurance companies must pay a security payment to the City when a structure within the City sustains fire damage in an amount that exceeds $5,000 and equals or exceeds 60% of the aggregate limits of liability on the fire insurance policy. The security payments are to ensure that fire damage to the structure is abated, either by demolishing or repairing the structure, and to ensure the structure is secured when needed. If the City has to secure, repair, or demolish the structure, the costs of doing so may be paid from the security payment. If the property owner secures, repairs, or demolishes the structure, then the security payment is required to be released to the property owner. In 2026, the security payments required to be released to property owners have exceeded the amount budgeted. Therefore, Finance Department staff is requesting an additional appropriation of $50,000 to properly account for these transactions. No City resources are used for these payments; they are simply a return of insurance proceeds receipted by the City as security payments for fire damage.

The second requested appropriation is to allow for the paving of Ketki Court. A resident of Ketki Court has volunteered to make a donation for the purposes of repaving Ketki Court. The cost of this paving project is estimated to be $37,857.05 and will be done through a change order to the City's contract with John R. Jurgensen for the City's Annual Street Paving Program. Council will be asked later in the evening to authorize a donation agreement for this purpose. An appropriation is required in order to facilitate the project.

Cover Memo Attachments: None.

Budgetary Impact:

361-1441-55508-000309	$37,858.00
901-1225-59210	$50,000.00

Vote Required for Adoption: Per § 5.04 of the City Charter, the affirmative vote of at least four (4) members of City Council is required for adoption.

Recommendation: Adopt Ordinance 2026-24, as an emergency, to make an amendment to appropriations for the 2026 fiscal year for the reasons stated above.

CITY OF XENIA, OHIO
ORDINANCE 2026 – 24

AMENDING ORDINANCE 2026-18 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF XENIA, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

WHEREAS, this Council finds it necessary, upon the recommendation of the City Manager and the Finance Director, to make certain amendments to the appropriations made by Ordinance 2026-18, passed by this Council on May 28, 2026, which provides appropriations for the fiscal year ending December 31, 2026; and

WHEREAS, City Charter §§ 5.04 and 9.05(D) of the City's Charter provide for such emergency appropriations, when such appropriations are made pursuant to an emergency ordinance,

NOW, THEREFORE, THE CITY OF XENIA HEREBY ORDAINS, at least four (4) members of the City Council concurring, that:

Section 1. This Ordinance is an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Xenia, Ohio. The reason for such necessity arises from the need to amend the appropriations for current expenses and other expenditures, for the fiscal year ending December 31, 2026, to ensure the continued, usual, daily operation of the City government.

Section 2. To provide for current expenses and other expenditures of the City of Xenia, Ohio, for the fiscal year ending December 31, 2026, the following sums in Exhibit A are hereby appropriated, with the following sums to show the following amendments:

Capital Permanent Improvements Fund (361)	
Capital	Increase $37,858
Insurance Reserve Fund (901)	
Refunds	Increase $50,000

Section 3. The Finance Director is hereby authorized to make payments from any of the appropriations herein made, upon receiving proper claims, certificates and/or vouchers approved by the appropriate official or department head, or their respective designees, authorized by law, City Charter or this Ordinance to approve the same, or upon an ordinance or resolution of Council approving specific expenditures; provided, however, that no payments for salaries or wages shall be made except to persons employed in accordance with the ordinances of the City of Xenia and/or laws of the State of Ohio.

Section 4. In accordance with City Charter § 9.07, no warrant for payment of any claim shall be issued by the Finance Director unless there is an available appropriation sufficient to cover the payment and the Finance Director is satisfied that the same is in proper form, correctly computed, and that the claim is legally due and payable. No warrant for payment of any contract for goods or services shall be issued by the Finance Director unless the contract has been executed by the City Manager and endorsed by the Law Director; provided, however that contracts for the employment of special counsel shall be executed by the Law Director. No warrant for payment of legal services

of special counsel shall be issued by the Finance Director unless such special counsel has been employed by the Law Director, who is hereby authorized to employ special counsel to handle particular legal matters for the City within the limits of the appropriation for such services made by this Council.

Section 5. The Finance Director is hereby authorized, in accordance with City Charter § 9.05(G), to adjust appropriations within any fund or department, so long as the adjustments made do not exceed the total appropriations authorized within any fund or department and such adjustment is not in violation of City Charter, City ordinance or state law. In addition, the Finance Director is hereby authorized to establish additional cost centers within any Fund as may from time to time be required to ensure proper accounting or by the State of Ohio.

Section 6. The Finance Director shall maintain an updated Annual Appropriation Ordinance, showing any and all supplements and amendments thereto made by Council in one document, which shall be available to the public upon request.

Section 7. Existing Ordinance 2026-18 is hereby repealed.

Section 8. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

Section 9. This Ordinance shall take effect upon its adoption and shall not be automatically repealed, as provided in City Charter § 5.04.

Adopted: July 23, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
GENERAL FUND (101, 198, 199, 203)			
COST CENTER 101			
1001 - GEN GOVT/LEG AFF			
PERSONNEL	$42,111.57		
OPERATING	$226,040.63	$268,152.20	
1002 - MUNICIPAL COURT			
PERSONNEL	$1,591,112.44		
OPERATING	$555,309.99	$2,146,422.43	
1003 - LAW DIRECTOR			
PERSONNEL	$186,852.67		
OPERATING	$314,183.70	$501,036.37	
1004 - CITY MANAGER			
PERSONNEL	$183,943.66		
OPERATING	$79,776.79	$263,720.45	
1005 - HUMAN RESOURCES			
PERSONNEL	$31,520.21		
OPERATING	$35,401.74	$66,921.95	
1006 - FINANCE OFFICE			
PERSONNEL	$116,412.07		
OPERATING	$166,736.49	$283,148.56	
1007 - INCOME TAX			
PERSONNEL	$7,735.74		
OPERATING	$292,379.44	$300,115.18	
1009 - MUNICIPAL BLDG & GENERAL SERVICES			
OPERATING	$245,261.24	$245,261.24	
1010 - MANAGEMENT INFORMATION SERVICES			
PERSONNEL SERVICES	$193,988.45		
OPERATING	$192.87	$194,181.32	
1011 - CITY CLERK			
PERSONNEL	$68,809.97		
OPERATING	$49,831.89	$118,641.86	
1013 - PUBLIC AFFAIRS AND CATV ADMIN			
PERSONNEL	$0.00		
OPERATING	$61,882.90	$61,882.90	

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
1017 - SUPPORT SERVICES DIVISION			
PERSONNEL	$0.00		
OPERATING	$0.00	$0.00	
1018 - MUNICIPAL ADMINISTRATIVE BUILDING			
PERSONNEL	$27,330.51		
OPERATING	$121,965.10	$149,295.61	
1020 - OTHER FACILITIES/PROPERTIES			
OPERATING	$124,335.84	$124,335.84	
1050 - CEMETERY			
OPERATING	$31,500.00	$31,500.00	
1228 - STREET LTS			
OPERATING	$325,885.95	$325,885.95	
1229 - HOMELAND SECURITY/RISK MGT.			
OPERATING	$62,257.88	$62,257.88	
1442 - GEN PARK MAINT			
PERSONNEL	$197,811.24		
OPERATING	$203,600.62	$401,411.86	
1550 - ECONOMIC DEVELOPMENT			
PERSONNEL	$120,872.86		
OPERATING	$60,264.95	$181,137.81	
1551 - NEIGHBORHOOD SERVICES			
PERSONNEL	$91,371.93		
OPERATING	$226,503.15	$317,875.08	
1552 - PLANNING			
PERSONNEL	$142,399.33		
OPERATING	$116,785.31	$259,184.64	
1553 - PROPERTY MAINT.			
PERSONNEL	$61,813.09		
OPERATING	$200,585.79	$262,398.88	
1555 - ENGINEERING			
PERSONNEL	$80,631.37		
OPERATING	$90,614.74	$171,246.11	
1556 - CONSTRUCTION INSPECTION			
PERSONNEL	$41,753.40		
OPERATING	$12,715.71	$54,469.11	
1557 - XENIA STATION			
OPERATING	$49,324.08	$49,324.08	
7001 - INTERFUND LOANS			
INTERFUND LOANS	$400,000.00	$400,000.00	
9001 - TRANSFERS	$10,855,000.00	$10,855,000.00	

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
COST CENTER 198			
1227 - BUILDING INSPECTION			
PERSONNEL	$142,453.77		
OPERATING	$545,795.85	$688,249.62	
COST CENTER 199			
1224 - DARE			
OPERATING	$6,577.10	$6,577.10	
COST CENTER 203			
1661 - RECREATION PROGRAMMING			
OPERATING	$22,052.42	$22,052.42	
1671 - SHAWNEE EVENTS			
OPERATING	$9,062.66	$9,062.66	
1673 - DOWNTOWN EVENTS			
OPERATING	$84,399.00	$84,399.00	
1674 - HOMETOWN CHRISTMAS			
OPERATING	$9,525.31	$9,525.31	
COST CENTER 999			
0000 - IMPREST CASH			
OPERATING	$0.00	$0.00	
TOTAL GENERAL FUND			$18,914,673.42
Less Encumbrances - 12/31/2025			($614,903.64)
2026 APPROPRIATION			$18,299,769.78

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
II. SPECIAL REVENUE FUNDS			
INDIGENT DRIVERS INTERLOCK & ALCOHOL MONITORING FUND (211)			
OPERATING	$14,844.50		
TOTAL INDIGENT DRIVERS INTERLOCK & ALCOHOL MONITORING FUND			$14,844.50
Less Encumbrances - 12/31/2025			($4,844.50)
2026 APPROPRIATION			$10,000.00
INDIGENT DRIVERS ALCOHOL TREATMENT FUND (212)			
OPERATING	$39,584.90		
TOTAL INDIGENT DRIVERS ALCOHOL TREATMENT FUND			$39,584.90
Less Encumbrances - 12/31/2025			($25,084.90)
2026 APPROPRIATION			$14,500.00
ALCOHOL ENFORCEMENT & EDUCATION FUND (213)			
OPERATING	$3,000.00		
TOTAL ALCOHOL ENFORCEMENT & EDUCATION FUND			$3,000.00
Less Encumbrances - 12/31/2025			$0.00
2026 APPROPRIATION			$3,000.00
MUNICIPAL COURT PROBATION SERVICES FUND (214)			
PERSONNEL	$478,623.03		
OPERATING	$117,567.90		
CAPITAL	$0.00		
TOTAL MUNICIPAL COURT PROBATION SERVICES FUND			$596,190.93
Less Encumbrances - 12/31/2025			($34,466.90)
2026 APPROPRIATION			$561,724.03
STREET FUND (221,228,229)			
PERSONNEL	$1,140,570.56		
OPERATING	$783,656.25		
CAPITAL	$669,779.11		
INTERFUND LOAN	$0.00		
REFUND	$0.00		
TOTAL STREET FUND			$2,594,005.92
Less Encumbrances - 12/31/2025			($194,594.59)
2026 APPROPRIATION			$2,399,411.33
STATE ROUTE REPAIR FUND (222)			
PERSONNEL	$90,740.12		
OPERATING	$91,765.45		
TOTAL STATE ROUTE REPAIR FUND			$182,505.57
Less Encumbrances - 12/31/2025			($16,729.45)
2026 APPROPRIATION			$165,776.12

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
PROPERTY IMPROVEMENTS FUND (233, 236)			
PERSONNEL	$23,340.00		
OPERATING	$307,928.63		
CAPITAL	$0.00		
TRANSFERS	$0.00		
TOTAL PROPERTY IMPROVEMENTS FUND			$331,268.63
Less Encumbrances - 12/31/2025			($101,250.63)
2026 APPROPRIATION			$230,018.00
911 FUND (250)			
PERSONNEL	$51,427.73		
OPERATING	$85,421.75		
CAPITAL	$500,000.00		
DEBT SERVICE	$0.00		
TOTAL 911 FUND			$636,849.48
Less Encumbrances - 12/31/2025	$0.00		($13,266.75)
2026 APPROPRIATION	$0.00		$623,582.73
LAW ENFORCEMENT TRUST FUND (251)			
OPERATING	$92,663.63		
CAPITAL	$0.00		
TOTAL LAW ENFORCEMENT TRUST FUND			$92,663.63
Less Encumbrances - 12/31/2025			($1,764.48)
2026 APPROPRIATION			$90,899.15
DRUG LAW ENFORCEMENT FUND (252)			
OPERATING	$4,500.00		
TOTAL DRUG LAW ENFORCEMENT FUND			$4,500.00
Less Encumbrances - 12/31/2025			$0.00
2026 APPROPRIATION			$4,500.00
MUNICIPAL COURT VICTIM ADVOCATE FUND (253)			
PERSONNEL	$302,039.09		
OPERATING	$39,341.10		
TOTAL MUNICIPAL COURT VICTIM ADVOCATE FUND			$341,380.19
Less Encumbrances - 12/31/2025			($6,872.57)
2026 APPROPRIATION			$334,507.62
ONE OHIO FUND (254)			
PERSONNEL	$8,785.61		
OPERATING	$36,689.54		
CAPITAL	$10,000.00		
TOTAL ONE OHIO FUND			$55,475.15
Less Encumbrances - 12/31/2025			($11,189.54)
2026 APPROPRIATION			$44,285.61

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
PUBLIC SAFETY FUND (270)			
PERSONNEL	$17,814,300.29		
OPERATING	$4,056,579.25		
CAPITAL	$44,860.00		
TOTAL PUBLIC SAFETY FUND			$21,915,739.54
Less Encumbrances - 12/31/2025			($461,608.14)
2026 APPROPRIATION			$21,454,131.40
COURT SPECIAL PROJECTS FUND (363)			
PERSONNEL	$62,027.45		
OPERATING	$743,538.09		
CAPITAL	$0.00		
TOTAL COURT SPECIAL PROJECTS FUND			$805,565.54
Less Encumbrances - 12/31/2025			($2.15)
2026 APPROPRIATION			$805,563.39
PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND (500, 501, 502, 503)			
OPERATING	$0.00		
CAPITAL	$0.00		
TOTAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND			$0.00
Less Encumbrances - 12/31/2025			$0.00
2026 APPROPRIATION			$0.00
COMMUNITY DEVELOPMENT GRANTS FUND (601, 603)			
PERSONNEL	$0.00		
OPERATING	$31,630.67		
CAPITAL	$170,000.00		
INTERFUND LOAN	$1,700.00		
TOTAL COMMUNITY DEVELOPMENT GRANTS FUND			$203,330.67
Less Encumbrances - 12/31/2025			($28,933.67)
2026 APPROPRIATION			$174,397.00
ECONOMIC DEVELOPMENT LOAN PROGRAMS FUND (602)			
OPERATING	$200,000.00		
TOTAL ECONOMIC DEVELOPMENT LOAN PROGRAMS FUND			$200,000.00
Less Encumbrances - 12/31/2025			$0.00
2026 APPROPRIATION			$200,000.00
GRAND TOTAL SPECIAL REVENUE FUNDS			$27,116,296.38

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
III. CAPITAL PROJECTS FUNDS			
CAPITAL PERMANENT IMPROVEMENTS FUND (361, 362, 364)			
OPERATING	$1,973,801.49		
CAPITAL	$12,041,559.70		
DEBT SERVICE	$812,530.67		
INTERFUND LOAN	$0.00		
TRANSFERS	$531,922.00		
TOTAL CAPITAL PERMANENT IMPROVEMENTS FUND			$15,359,813.86
Less Encumbrances - 12/31/2025			($5,465,039.85)
2026 APPROPRIATION			$9,894,774.01
GRAND TOTAL CAPITAL PROJECTS FUNDS			$9,894,774.01
IV. DEBT SERVICE FUNDS			
BOND RETIREMENT FUND (472, 473, 474)			
OPERATING	$0.00		
DEBT SERVICE	$1,211,155.00		
BOND RETIREMENT FUND			$1,211,155.00
Less Encumbrances - 12/31/2025			$0.00
2026 APPROPRIATION			$1,211,155.00
GRAND TOTAL DEBT SERVICE FUNDS			$1,211,155.00

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
V. ENTERPRISE FUNDS			
WATER FUND (611, 664)			
PERSONNEL	$2,686,585.45		
OPERATING	$2,486,710.58		
DEBT SERVICE	$466,646.00		
CAPITAL	$3,018,098.89		
TRANSFERS	$3,310,283.00		
TOTAL WATER FUND			$11,968,323.92
Less Encumbrances - 12/31/2025			($710,689.60)
2026 APPROPRIATION			$11,257,634.32
SEWER FUND (612, 665)			
PERSONNEL	$2,907,152.72		
OPERATING	$3,282,800.44		
DEBT SERVICE	$449,958.00		
CAPITAL	$2,327,384.59		
TRANSFERS	$1,067,088.00		
TOTAL SEWER FUND			$10,034,383.75
Less Encumbrances - 12/31/2025			($811,484.30)
2026 APPROPRIATION			$9,222,899.45
SANITATION SERVICES FUND (613, 666)			
PERSONNEL	$766,074.68		
OPERATING	$3,202,296.46		
DEBT SERVICE	$0.00		
CAPITAL	$430,695.98		
TRANSFERS	$472,363.00		
TOTAL SANITATION SERVICES FUND			$4,871,430.12
Less Encumbrances - 12/31/2025			($391,686.25)
2026 APPROPRIATION			$4,479,743.87
STORMWATER FUND (614, 667, 668)			
PERSONNEL	$654,913.62		
OPERATING	$418,902.72		
DEBT SERVICE	$141,459.81		
CAPITAL	$1,833,675.34		
TRANSFERS	$600,000.00		
TOTAL STORMWATER FUND			$3,648,951.49
Less Encumbrances - 12/31/2025			($421,472.16)
2026 APPROPRIATION			$3,227,479.33
PARKING REVENUE FUND (615)			
PERSONNEL	$52,688.54		
OPERATING	$31,611.62		
INTERFUND LOAN	$0.00		
TOTAL PARKING REVENUE FUND			$84,300.16
Less Encumbrances - 12/31/2025			($2,430.16)
2026 APPROPRIATION			$81,870.00
GRAND TOTAL ENTERPRISE FUNDS			$28,269,626.97

CODE/FUND DEPARTMENT PURPOSE	AMOUNTS	DEPARTMENT TOTAL	FUND TOTAL
VI. INTERNAL SERVICE FUNDS			
UTILITY BILLING INTERNAL SERVICE FUND (708)			
OPERATING	$422,704.80		
TOTAL UTILITY BILLING INTERNAL SERVICE FUND			$422,704.80
Less Encumbrances - 12/31/2025			($34,686.75)
2026 APPROPRIATION			$388,018.05
CITY GARAGE REVENUE FUND (709)			
PERSONNEL	$238,329.07		
OPERATING	$1,061,772.37		
CAPITAL	$0.00		
TOTAL CITY GARAGE REVENUE FUND			$1,300,101.44
Less Encumbrances - 12/31/2025			($150,293.90)
2026 APPROPRIATION			$1,149,807.54
INFORMATION TECHNOLOGY FUND (710)			
OPERATING	$2,241,514.52		
CAPITAL	$956,518.62		
DEBT SERVICE	$0.00		
TOTAL INFORMATION TECHNOLOGY FUND			$3,198,033.14
Less Encumbrances - 12/31/2025			($603,912.07)
2026 APPROPRIATION			$2,594,121.07
INSURANCE FUND (711)			
OPERATING	$3,050,558.00		
INTERFUND LOAN	$0.00		
TOTAL INSURANCE FUND			$3,050,558.00
Less Encumbrances - 12/31/2025			($16,558.00)
2026 APPROPRIATION			$3,034,000.00
GRAND TOTAL INTERNAL SERVICE FUNDS			$7,165,946.66
VII. TRUST FUNDS			
INSURANCE RESERVE FUND (901)			
OPERATING	$40,000.00		
REFUNDS	$90,000.00		
TOTAL INSURANCE RESERVE FUND			$130,000.00
Less Encumbrances - 12/31/2025			$0.00
2026 APPROPRIATION			$130,000.00
UNCLAIMED FUNDS (902)			
OPERATING	$0.00		
REFUNDS	$40,000.00		
TOTAL UNCLAIMED FUNDS			$40,000.00
Less Encumbrances - 12/31/2025			$0.00
2026 APPROPRIATION			$40,000.00
GRAND TOTAL TRUST FUNDS			$170,000.00

GRAND TOTAL ALL FUNDS	$92,127,568.80
Less Encumbrances - 12/31/2025	
2026 APPROPRIATION	

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Resolution of Necessity:	Resolution 2026-012, passed on February 26, 2026
Ordinance to Proceed:	Ordinance 2026-19, adopted on May 28, 2026
Introduction:	July 23, 2026
Public Hearing & Vote:	August 13, 2026
Effective Date:	September 12, 2026
Assessment Filing Deadline:	September 14, 2026

Agenda Item: **ORDINANCE 2026 – 25**
LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC WAYS BY LIGHTING THEREOF FOR THE YEAR 2026

Submitted by: Chris Berger, Public Service Director
Presented by: Brent Merriman, City Manager

Summary: This Ordinance represents the third and final step of state law-mandated actions that City Council must take to implement a one-year citywide street lighting assessment for the 2026 tax year. The cost for the street lighting improvement project for 2026 is $279,591. Per state law, the City must pay 2% of the total cost ($5,591.00), leaving an assessment amount of $274,000, to be divided amongst all properties in the City. Upon adoption of this Ordinance and the filing of the same with the Greene County Auditor, a street lighting assessment will be included on each lot and parcel within the City for the 2026 tax year, to be collected in 2027. In accordance with the Resolution of Necessity, the assessments will be levied by percentage of the tax value of the property assessed and shall be paid in two semi-annual installments (with the normal property tax bills).

Each property owner shall have the option of paying the entire special assessment in cash to the Finance Department within thirty (30) days of the adoption of this Ordinance. Doing so would save the property owner the administrative fees that are added by the County Auditor's Office to collect the assessments.

Cover Memo Attachments: None.

Budgetary Impact: The City's share of the 2026 street lighting project is $5,591.

Vote Required for Adoption: The affirmative vote of a majority of the members of Council present at the meeting, per Charter § 5.02(E).

Recommendation: It is the recommendation of staff that City Council adopt Ordinance 2026-25 to complete the state-mandated process to place a citywide street lighting assessment on the County's property tax duplicate for tax year 2026 (collectible in 2027).

CITY OF XENIA, OHIO
ORDINANCE 2026 – 25

LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CITY STREETS AND PUBLIC WAYS BY LIGHTING THEREOF FOR THE YEAR 2026

WHEREAS, this Council, on February 26, 2026, duly adopted Resolution 2026-012, declaring it necessary to improve City streets and public ways within the corporate limits of the City by the lighting thereof, said lighting to be provided by electrical lighting, for the year 2026 ("the Improvement");

WHEREAS, this Council by Ordinance 2026-19, adopted on May 28, 2026, determined to proceed with said Improvement;

WHEREAS, the actual cost of the Improvement has been ascertained, and the amount of the special assessments have been increased or decreased in the same proportion to the estimated assessments as the actual cost of the Improvement bears to the estimated cost of the Improvement upon which the estimated assessments were based; and

WHEREAS, Ohio Revised Code ("ORC") § 727.25 requires this Council, by ordinance, after the actual cost of the Improvement has been ascertained, to assess upon each lot or parcel of land enumerated in the estimated assessment, that portion of the total costs of the Improvement to be paid for by special assessments,

NOW, THEREFORE, THE CITY OF XENIA HEREBY ORDAINS, a majority of the City Council members present concurring, that:

Section 1. The cost of improving the streets and public ways by lighting thereof, said lighting to be provided by electrical lighting, in the City of Xenia, Ohio, for the year 2026, as reported to this Council and filed in the office of the City Clerk, aggregating Two Hundred Seventy-Nine Thousand Five Hundred Ninety-One Dollars ($279,591) is adopted and affirmed. The City shall pay two percent (2%) of the cost of the Improvement.

Section 2. There are hereby levied and assessed upon all lots and parcels of land lying within the corporate limits of the City of Xenia, Ohio ("the benefited properties"), the several amounts reported as the adjusted assessments, which assessments are in proportion to the tax value of said lots and parcels of land. The assessments do not exceed any statutory limitations.

Section 3. The portion of the cost of the Improvement to be assessed against the benefited properties, in the amount of Two Hundred Seventy-Four Dollars ($274,000), shall be assessed in the amount, manner, and number of installments provided in Resolution 2026-012, passed on February 26, 2026, which declared the necessity of the Improvement.

Section 4. The adjusted assessments are in the same proportion to the estimated assessments as the actual cost of the Improvement bears to the estimated cost upon which such estimated assessments were based.

Section 5. The total assessment against each lot and parcel of land shall be payable in cash to the Finance Director within thirty (30) days after the adoption of this Ordinance or, at the option of the property owner assessed, in two (2) semi-annual installments, except as otherwise provided in ORC § 727.27. All assessments that have not been paid at the expiration of the thirty- (30) day period

shall be certified by the Finance Director to the County Auditor, to be placed on the tax duplicate and collected in the same as other taxes are collected, as provided by law.

Section 6. The City Clerk is directed to cause notice of the adoption of this Ordinance to be published once in a newspaper of general circulation in the City, in accordance with ORC § 727.26.

Section 7. The Finance Director is directed to cause notice of the levy of the assessments herein to be filed with the County Auditor within twenty (20) days of the adoption of this Ordinance, in accordance with ORC § 319.62.

Section 8. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

Section 9. This Ordinance shall become effective on September 13, 2026.

Introduced: July 23, 2026
Adopted:

Wesley E. Smith
Attest: Xenia City Council President

Amy E. Brown
City Clerk

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Presentation & Vote:	July 23, 2026
Effective Date:	July 23, 2026

Agenda Item: **RESOLUTION 2026 – 045**
ACCEPTING THE AMOUNTS AND TAX RATES CERTIFIED BY THE GREENE COUNTY BUDGET COMMISSION FOR 2027, AUTHORIZING THE NECESSARY TAX LEVIES, AND CERTIFYING SAID LEVIES TO THE GREENE COUNTY AUDITOR

Submitted & Presented By: Ryan Duke, Finance Director

Summary: In a letter dated December 9, 2025, the Greene County Budget Commission waived the requirement that the City file a formal tax budget for 2027. Instead, the City was asked to submit expected cash balances as of January 1, 2027, and expected revenue by fund, excluding property taxes and state reimbursements for homestead, owner occupancy credit, and non-business credit. City Council approved the submittal of this information to the County Budget Commission by procedural motion on July 9, 2026.

Based on the City's submitted information, the Greene County Budget Commission has issued the Official Certificate of Estimated Resources, providing the estimated tax rates necessary to be levied by the City for 2027. ORC § 5705.34 requires City Council to formally accept these estimates and authorize the necessary property tax levies in order to collect the City's inside millage for the succeeding tax year. For 2027, the Greene County Budget Commission has certified the total estimated revenue from general property taxes as $2,117,465. This is an increase of $225,465 compared to what was certified for 2026.

Cover Memo Attachments: None.

Budgetary Impact:

Account #101-0001-40001	$1,528,007.00
Account #101-0100-40117	$192,276.00
Account #270-0001-40002	$198,591.00
Account #270-0001-40003	$198,591.00

Vote Required for Passage: The affirmative vote of a majority of the members of Council present at the meeting, per Charter § 5.05(A).

Recommendation: As required by ORC § 5705.34, City Council must pass this resolution to accept the Greene County Budget Commission's certified amounts and tax rates, and to authorize the necessary tax levies for inside millage for 2027.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 045

ACCEPTING THE AMOUNTS AND TAX RATES CERTIFIED BY THE GREENE COUNTY BUDGET COMMISSION FOR 2027, AUTHORIZING THE NECESSARY TAX LEVIES, AND CERTIFYING THE TAX LEVIES TO THE GREENE COUNTY AUDITOR

WHEREAS, on December 9, 2025, the Greene County Budget Commission waived the requirement for filing of a formal tax budget for 2027, but requested the City to submit expected cash balances as of January 1, 2027, and projected revenue by fund, excluding property taxes and certain state tax reimbursements; and

WHEREAS, in July 2026, the City submitted to the County Budget Commission the requested balances and projections for 2027;

WHEREAS, in accordance with ORC § 5705.34, the Greene County Budget Commission has certified its action thereon to this Council through the provision of its Official Certificate of Estimated Resources, which estimates the rate of each tax necessary to be levied by this Council, and what part thereof is without and what part within the ten-mill tax limitation; and

WHEREAS, ORC § 5705.34 requires this Council to accept the amounts set forth in said Certificate, to authorize the necessary tax levies for 2027, and to certify them to the Greene County Auditor before the first day of October,

NOW, THEREFORE, THE CITY OF XENIA HEREBY RESOLVES, a majority of the members of City Council present concurring, that:

Section 1. The tax amounts and tax rates necessary to be levied for 2027, as determined by the Greene County Budget Commission in the Official Certificate of Estimated Resources, are hereby accepted.

Section 2. There is hereby levied on the tax duplicate of the City of Xenia for 2027 the rate of each tax necessary to be levied within and without the ten-mill limitation as follows:

Summary of Amounts Required from General Property Tax Approved by the Greene County Budget Commission and County Auditor's Estimated Tax Rates

	LEVIES		**AUDITOR'S ESTIMATE OF RATES**	
Fund	Outside Ten-Mill Limitation	Inside Ten-Mill Limitation	Outside Ten-Mill Limitation	Inside Ten-Mill Limitation
General (M40)		$1,720,283.00		2.60
General (M55)		$662.00		1.15
General (K57)		$1.00		1.40
Police Pension		$198,591.00		0.30
Fire Pension		$198,591.00		0.30
TOTAL		$2,117,465.00		3.20/1.75/2.00

Levies Outside 10-Mill Limitation, Exclusive of Debt Levies

General Fund	Maximum Rate Authorized to be Levied	Auditor's Estimate of Yield of Levy
Total General Fund Outside 10-Mill Limitation	0	$0
TOTAL	0	$0

Section 3. The City Clerk is hereby directed to certify a copy of this Resolution to the Greene County Auditor on or before October 1, 2026, as required by ORC § 5705.34.

Section 4. It is hereby found that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

Section 5. This Resolution shall become effective immediately upon its passage.

Passed: July 23, 2026

Attest:

Wesley E. Smith
Xenia City Council President

Amy E. Brown
City Clerk

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Presentation & Vote:	July 23, 2026
Effective Date:	July 23, 2026

Agenda Item: **RESOLUTION 2026 - 046**
AUTHORIZING THE EXECUTION OF A SCHOOL RESOURCE OFFICER MOU WITH XENIA COMMUNITY SCHOOLS AND THE GREENE COUNTY CAREER CENTER, AND A MULTI-PARTY SCHOOL RESOURCE OFFICER MOU WITH LEGACY CHRISTIAN ACADEMY, ST. BRIGID SCHOOL, AND SUMMIT ACADEMY

Submitted by: Police Chief Chris Stutes
Presented by: Brent Merriman, City Manager

Summary: In 2023, pursuant to contract, the Xenia Police Division began providing School Resource Officer (SRO) services to several of our local schools, including Xenia Community School, the Greene County Career Center, and shared SRO services to Legacy Academy, Summit Academy, and St. Brigid School. The contracts/MOUs for those services were for three years, ending July 31, 2026, and were all based on a 60% school – 40% city split in costs. All the schools would like to renew SRO services for another three-year term, and so the Police Division is asking for Council's approval for those new MOUs.

The proposed new MOUs are based on a 65% (school) - 35% (City) split pay plan for each SRO takes into consideration the amount of time the SRO spends in the school each day within the average school year of 1,408 hours, plus the required 40 hours of yearly SRO training. Taking vacation days, sick days, and training into consideration, the SRO spends approximately 1,352 hours (65% of the work year) dedicated to the schools. Thus, the proposed split pay plan asks the schools to pay for the time spent on SRO duties, while the City picks up the cost of the SROs while the schools are on summer break and the officers are assigned to other duties.

The new MOUs continue to set forth the goals, roles, expectations, and responsibilities of the SROs, as required under Ohio Revised Code Section 3313.951. The Police Division is asking Council to authorize three new MOUs, as follows:

- An MOU with Xenia Community Schools for four (4) SROs.
- An MOU with Greene County Career Center for one (1) SRO.
- An MOU with Legacy Academy, Summit Academy, and St. Brigid whereby the three schools share one (1) SRO.

Cover Memo Attachments: Draft MOUs.

Budgetary Impact: Approximately $1,885,000 revenue to offset 65% of the cost of providing SROs over the next three years (August 2026 – August 2029).

Vote Required for Passage: The affirmative vote of a majority of the members of Council present at the meeting, per Charter § 5.05(A).

Recommendation: Pass Resolution 2026-046 to authorize the execution of new three-year MOUs for the provision of SROs to Xenia Community Schools, the Greene County Career Center, Legacy Academy, Summit Academy, and St. Brigid.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 046

AUTHORIZING THE EXECUTION OF A SCHOOL RESOURCE OFFICER MOU WITH XENIA COMMUNITY SCHOOLS AND THE GREENE COUNTY CAREER CENTER, AND A MULTI-PARTY SCHOOL RESOURCE OFFICER MOU WITH LEGACY CHRISTIAN ACADEMY, ST. BRIGID SCHOOL, AND SUMMIT ACADEMY

WHEREAS, ORC § 3313.951 requires a memorandum of understanding (MOU) between any law enforcement agency and a school to provide School Resource Officer ("SRO") services to the school;

WHEREAS, the Xenia Police Division has provided SRO services to the Xenia Community Schools, the Greene County Career Center, Legacy Christian Academy, St. Brigid School, and Summit Academy for the last three (3) years pursuant to MOUs;

WHEREAS, the Xenia Community School District and the Greene County Career Center desire to maintain SROs at their facilities through the execution of another MOU for a three-year period beginning on August 1, 2026; and

WHEREAS, Legacy Christian Academy, St. Brigid School and Summit Academy Community School desire to maintain the shared SRO for their facilities through the execution of another new multi-party MOU for a three-year period, beginning August 1, 2026,

NOW, THEREFORE, THE CITY OF XENIA HEREBY RESOLVES, a majority of the members of Council present concurring, that:

Section 1. The City Manager is authorized to execute, on behalf of the City:

- A three-year MOU with Xenia Community Schools for the provision of four (4) SROs;
- A three-year MOU with Greene County Career Center for the provision of one (1) SRO; and
- A multi-party, three-year MOU with Legacy Christian Academy, St. Brigid School, and Summit Academy Community School for the provision of one (1) shared SRO.

Section 2. All MOUs authorized under Section 1, above, for the provision of SROs to the named schools shall be based on a cost split of 65% school(s) and 35% City for each individual SRO. The MOUs shall comply with ORC § 3313.951 and shall be upon such terms and conditions as are approved by the Law Director.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

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

Passed: July 23, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

School Resource Officer Memorandum of Understanding
Between the City of Xenia and the Xenia Community Schools District

This Memorandum of Understanding (MOU) is entered into by and between the City of Xenia, Ohio, ("City"), 107 E. Main Street, Xenia, Ohio 45385, as approved by the Xenia City Council by Resolution 2026-046, passed July 23, 2026, and the Xenia Community Schools District Board of Education ("School"), 819 Colorado Drive, Xenia, Ohio 45385, as approved by the Board of Education by Resolution _____, passed on _____, 2026.

Recitals

I. As the School has decided to utilize School Resource Officers ("SRO") services, this MOU meets the requirements of ORC 3313.951(C), which requires the parties to enter into an MOU before such services may be provided.

II. This MOU provides a series of guidelines and policies relevant to the performance of the School Resource Officers, as well as roles, duties, and responsibilities of the parties to this MOU. This MOU will be the guiding document for Officers, school administration, city administration, students and their caregivers for structure and accountability. This document shall be reviewed and updated, as needed, considering input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating entities listed above and all community stakeholders.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, the parties do hereby agree as follows:

A. PURPOSE. This MOU establishes and delineates the mission of the School Resource Officer Program ("the Program"), as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive Program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and minimize the number of youth formally referred to the juvenile justice system.

B. MISSION. The mission of the Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The Program also seeks to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency. Through education and enforcement and by cooperative efforts with the School staff, the parents, the courts, the community and the community's social service organization, the Program will strive to promote a safe, secure, and orderly learning environment for students, teachers, and staff. The SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SROs is not to enforce school discipline or punish students; rather the SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SROs will provide information on community resources available to students and parents. The goals and objectives of the Program are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

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C. GOALS OF THE SRO PROGRAM.

(1) Improvement of safety and security in the School.

(2) Friendly contact and communication between the SROs and the student body.

(3) Assistance and information sharing between the City and the School concerning problems and issues affecting students and the School's facilities.

(4) Education of children regarding the roles of laws, courts, and law enforcement in our community.

(5) Prevention and reduction in potential harm related to incidents of school violence.

(6) Effective problem solving and liaison with behavioral health providers, community service providers, or other community organizations for the students and their families.

(7) Acting swiftly and cooperatively when responding to major disruptions and criminal offenses in the School, such as disorderly conduct by trespassers, the possession and use of weapons on School property, the illegal sale and/or distribution of controlled substances on School property, and student assaults.

(8) Reporting serious crimes that occur on School property and cooperating with law enforcement officers in their investigation of crimes that occur on School property.

(9) Cooperating with law enforcement officials with their investigation of criminal offenses which occur away from School property, but involve issues related to the School.

D. SCHOOL RESOURCE OFFICERS.

(1) Four (4) SROs will be appointed by the City's Chief of Police, after interviews are conducted by a panel, including a representative of the School, one SRO to serve at Xenia High School, one SRO to serve at Warner Middle School, and the other two (2) SROs to rotate between Xenia Preschool, Arrowood Elementary, Cox Elementary, McKinley Elementary, Shawnee Elementary, Tecumseh Elementary. Such appointments shall be in the Chief's sole discretion; however, each appointed SRO should meet three general criteria:

(a) College or degree coursework – SROs operate in an educational atmosphere, so a college education or some degree coursework, particularly in the fields of child and adolescent development, would be beneficial and is preferred.

(b) Experience as a police officer and commitment to student well-being – each SRO must have a minimum of three (3) years' experience as a patrol officer.

(c) Successful performance – each appointed SRO should have proven satisfactory performance in his or her role as a police officer, as reflected by prior performance evaluations.

(2) The appointed SROs shall be a certified police officers in the State of Ohio, having completed a basic training program approved by the Ohio Peace Officer Training Commission, as described in ORC 109.77.

(3) The appointed SROs shall have completed, or shall complete within one (1) year of appointment, at least forty (40) hours of school resource officer training through one of the following entities, as approved by the Ohio Peace Officer Training Commission:

(a) The National Association of School Resource Officers;

(b) The Ohio School Resource Officer Association; or

(c) The Ohio Peace Officer Training Academy.

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(d) Any other SRO training course as approved by the Ohio Peace Officers Training Commission.

(4) It is recommended that each appointed SRO receive additional training on a yearly basis to increase his or her professional development, including training that focuses on age-appropriate practices for conflict resolution and developmentally informed de-escalation as well as crisis intervention methods.

E. SCHOOL RESOURCE OFFICERS RESPONSIBILITIES.

(1) The primary functions of the SROs are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the School and the City's Police Division. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

(2) Basic responsibilities of the SROs may include, but will not be limited to:

(a) Enforcement of criminal laws and protection of the students, staff, and public at large against criminal activity. The SROs are expected to keep the Superintendent/Principal or his or her designee informed about law enforcement action that occurs on School property or that may involve a student at a school related function, as allowed by the laws of the State of Ohio.

(b) While the main responsibility of the SROs will be law enforcement activities and not general student discipline, if an issue occurs that would disrupt school activities or place students, faculty and/or staff at risk of harm if not dealt with immediately, the SROs may address the issue to preserve the school climate. In all other cases, disciplining students is a School responsibility and the SROs will report such instances to the Principal, or his or her designee, or will escort the offending student to the Principal's office.

(c) Foster mutually respectful relationships with students and staff to support a positive school climate. The SROs are encouraged to work as a team with other School officials.

(d) Provide information concerning questions about law enforcement topics to students and staff.

(e) Assist teachers with classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills when requested and able. Work with families, individual students and School staff members with counseling and guidance efforts when requested and appropriate.

(f) Coordinate investigative procedures between the City's Police Division and the School's administrators.

(g) Handle initial police reports as needed.

(h) Take enforcement action on criminal matters when appropriate and after consultation with school administrators; however, nothing in this section shall be deemed to affect the SRO's discretion to act when he or she deems it appropriate as a law enforcement officer.

(i) Attend School special events as needed, recognizing that these assignments provide further opportunities to build rapport with the students. Any work by the SROs in this capacity will be approved by the SRO's Police Division supervisor and will be consistent with the FLSA and any collective bargaining agreement covering the SRO's employment. The SRO will not be used as a replacement officer by the School for off-duty/special duty assignments, and the School will not be relieved of its responsibility to provide adequate security at special events.

(j) Collect data on SRO activities (arrests, citations, etc.).

(k) Each SRO will be in his or her uniform when performing SRO duties. The City will provide any required uniform and/or equipment, including radios and vehicles to the SROs.

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(l) The daily schedule of the SRO when school is in session will be determined by the City's Police Chief, with input from the School administrator. When school is not in session, the SRO may be required to work regular police duty assignments.

(m) Each SRO's employment will be governed by the rules, policies, shifts, schedules, procedures and practices of the City's Police Division, as well as any applicable collective bargaining agreement. If a SRO has to attend a City Police Division training or meeting that conflicts with the SRO's availability at the School's facilities during normal school hours, the conflict will be minimized as much as possible but the School recognizes that the potential exists that attendance at such training or meeting takes precedence over the SRO's presence at the School's facilities. The SROs shall strive to keep the Principal or his or her designee informed about any absences on a need-to-know basis.

F. SCHOOL RESPONSIBILITIES.

(1) The School will provide the SROs with a private, appropriately furnished and climate-controlled office at the school that can be secured and is reasonably acceptable to the City. This shall include, but is not limited to, a desk with drawers, chair, filing cabinet that can be secured, telephone, computer and unrestricted internet access. A secured and lockable safe for weapon and ammunition storage will also be provided upon request.

(2) The School will provide, as appropriate, opportunity for the SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.

(3) The School will provide the SROs with the School's Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.

(4) The School will assign the SROs a staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

(5) The School will provide training to teachers, administrators, and staff about when to directly involve the SROs with student misconduct.

G. PROTOCOLS FOR HANDLING SUSPECTED CRIMINAL ACTIVITY VERSUS SCHOOL DISCIPLINE AND OTHER ISSUES.

(1) Criminal Activity: One of the roles of the SROs, as a law enforcement officers, is to engage in traditional criminal investigation and report taking. As police officers, the SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion; however, each SRO should perform his or her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SROs be as effective as possible in this role:

(a) School staff will contact the SRO to inform him or her of all violent or other criminal activity that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, each SRO will inform school administration of all criminal activity they observe on the school campus.

(b) For any offense on school property, the SROs, working cooperatively with the school administration, will endeavor to minimize arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SROs' powers to arrest will be governed by the Ohio Revised Code.

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(2) School Discipline:
   (a) The primary function of the SROs is not school disciplinarian and violations of the student code of conduct or school rules that are not criminal matters should be handled by school faculty and staff, not the SROs.
   (b) The SROs should not directly intervene in issues of discipline unless the situation involves an imminent disruption to the education climate or a threat to the health, safety, and security of the student, other students, faculty, or staff.
   (c) Student discipline is the responsibility of the appropriate School administrator and clear guidelines on the SROs' involvement should be developed and distributed to the School's staff. The SROs will report School policy violations through the proper channels to be handled by the Principal, or the Principal's designee, or will escort the offending student to the Principal's office.
   (d) The SROs will become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SROs to enforce the rules in these documents.

(3) SROs' Role in Locker, Vehicle, Personal, and Other Searches:
   (a) The SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student is committing, has committed or is about to commit a criminal offense. The SROs will not ask a school employee to conduct a search for law enforcement purposes.
   (b) Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SROs shall not initiate or participate in other physically invasive searches of a student, unless that student has been placed under arrest and/or if the student is otherwise subject to search pursuant to criminal law.

(4) Arrests: Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, may be considered school discipline issues to be handled by the School's officials rather than criminal law issues warranting formal law enforcement intervention, unless in the sole discretion of the SROs, criminal action should be taken.
   (a) The Principal or his or her designee shall be notified by the SROs when a student is arrested at a School facility as soon as is practical.
   (b) The Principal, SRO, or their designees shall notify the student's parent(s) or guardian(s) of his or her arrest immediately or as soon as practical and in a timely manner.
   (c) The SROs shall not use physical force or restraints on students, unless the use of such force or restraints is permitted under the policies, rules and regulations of the City's Police Division.

(5) SROs' Role in Critical Incidents: The SRO is expected to be familiar with the emergency operations manual of the School. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

(6) SRO's Role in Truancy Issues: Truancy will be handled by the School's personnel. The SROs will not take an active role in the tracking of truants. The SROs will act as a liaison between the School and police personnel should police involvement become necessary due to safety concerns.

H. SHARING OF INFORMATION.

(1) Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant policies of the City's Police Division and the School.

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(2) The sharing of arrest related information by the SROs with the School's administration upon request or at the direction of the SRO will involve the dissemination of police reports filed with the City's Police Division or from other Police agencies coming into contact with students from the School.

(3) Information that the SROs obtain from the School's personnel which deals with criminal or possible criminal intelligence will be maintained by the SROs as a criminal justice file and will not be part of the student's school record.

(4) When any felony occurs or any crime that prompts a public response from the School or the City, or if a School facility is evacuated, the SRO shall contact his or her immediate supervisor as soon as possible.

(5) The School shall designate the SROs as "School Officials" and grant access to any public records maintained by the School to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

(6) The School shall provide the SRO access to all security cameras and recorded video.

(7) When School personnel discover weapons, drugs, alcohol or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If criminal charges are to be filed by the SRO, the contraband may be confiscated by the SRO in accordance with State law and/or City Police Division policies.

(8) The School shall notify the SRO, as soon as reasonably possible, when any of the following occur:
   (a) A student has made suicidal statements or statements indicating he/she wishes to harm someone else;
   (b) A student has made threats towards the school or other facility;
   (c) Serious altercations, including any potential physical altercations, that occur between students and/or staff; and/or
   (d) Meetings with a student's family members that became or may become controversial or violent.

   If the SRO is unavailable, the School shall notify the Police Division by calling the dispatch center and requesting the dispatch of an officer.

I. CRISIS PLANNING.

(1) The School and the City will coordinate crisis planning and training and will be involved in updates and creation of new Crisis Plans.

(2) Lock-down drills shall be included as part of the School's Crisis Plan. The City's Police Division shall be included in the creation of lock-down procedures so that first responders are familiar with procedures. Lock-down procedures should be consistent throughout the School's District.

J. REVIEWING THE MOU AND SRO PROGRAM.

(1) The parties shall review the MOU/SRO Program periodically and make adjustments as needed. Any revisions will be reflected in an updated MOU.

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(2) Complaints against the SRO shall follow the normal complaint process of the City's Police Division and include notice to the appropriate School administrators.

K. PROBLEM RESOLUTION. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of School and the City's Chief of Police or their designees.

L. TERM. This MOU shall be in effect for three (3) years, beginning August 1, 2026, through July 31, 2029. Either party may terminate this MOU as of July 31st of any year during the Term upon sixty (60) days advanced written notice to the other party. Notice shall be provided as follows:

To the School:
Xenia Community Schools
819 Colorado Drive
Xenia, Ohio 45385
Attn: Superintendent

To the City:
City of Xenia
107 E. Main Street
Xenia, Ohio 45385
Attn: Chief of Police

M. COST AND PAYMENT.

(1) The personnel cost of the SROs shall be based on the top hourly officer contract rate and then current insurance costs, and shall include holiday pay, training costs and overtime costs based on the average usage of City Police Officers without special assignments (e.g., SWAT or other specialty unit).

(2) The sharing of personnel cost for the SROs between the parties during the Term of this MOU shall be as follows: The School shall pay sixty percent (60%) of the cost and the City shall pay forty percent (40%) of the cost.

(3) The attached Exhibit A sets forth estimates regarding the amounts to be paid by each party during the term of this Agreement. The parties hereby recognize and agree that the amounts set forth in Exhibit A are only estimates, provided solely for budget planning purposes, and that the actual cost of the SRO may be subject to change due to changes in the SRO's collective bargaining agreement. The City's Chief of Police shall notify the School of the actual cost per SRO per year of the term of this MOU as soon as is reasonably practicable.

(4) The School's payment for its share of the total cost of the SRO shall be made for the first year in one (1) payment, due on or before February 1st, and for the remaining years in two (2) payments, with the first payment due on or before August 1st and the second payment due on or before February 1st of each year of the Term.

(5) Failure of the School to make the required payments in a timely manner may result in the SRO being removed from the School's facilities, in the sole discretion of the City, until such payments are made.

N. MISCELLANEOUS.

(1) Neither the City nor the School shall assign, sublet, or transfer their interest in this MOU without the express written consent of the other party.

(2) This MOU represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral.

(3) This MOU may only be modified or amended by a written agreement between the parties, evidenced as an addendum to this MOU.

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(4) This MOU, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this MOU is held to be invalid, that provision shall be deemed deleted from this MOU and the remaining provisions shall remain in full force and effect, unless the deletion of such provision renders either party unable to perform its obligations or duties under this MOU.

(5) The School and the City agree to be individually and solely liable for any claim for liability or loss which result from the death or injury to any person or property caused by the negligent acts or omissions of their officials, employees, agents, or personnel, and each party agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this MOU shall impute or transfer such responsibility from one party to the other.

(6) Ohio Revised Code Chapter 2744 shall apply to each party and their personnel, to the extent permitted by law, and nothing herein shall be deemed a waiver of any immunity or defense provided by law.

(7) Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity who is not a party to this MOU.

(8) This MOU shall be signed by the use of electronic signatures, which shall be deemed valid and binding upon the parties.

IN WITNESS WHEREOF the parties hereto have executed this MOU by and through their duly authorized representatives:

SCHOOL:
Xenia Community School District
Board of Education

By: _____
Gabriel E. Lofton, PhD, Superintendent

By: _____
Thomas Massie, Treasurer

CITY:
City of Xenia, Ohio

By: _____
Brent W Merriman, City Manager

Approved as to form:

_____
Donnette A. Fisher,
Xenia Law Director

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EXHIBIT A

Xenia Police Division SRO Program

Xenia Community Schools District Cost

	Year 26/27	Year 27/28	Year 28/29
SRO salary	$ 148,494.69	$ 153,251.38	$ 157,266.44
Vehicle- market value	$ 6,000.00	$ 6,000.00	$ 6,000.00
Vehicle fuel/maintenance	$ 2,332.00	$ 2,332.00	$ 2,332.00
equipment/uniform (contract)	$ 1,100.00	$ 2,548.25	$ 1,100.00
Total	**$ 157,926.69**	**$ 164,131.63**	**$ 166,698.44**
XCC Cost Per SRO	$ 102,652.35	$ 106,685.56	$ 108,353.98
City Cost per SRO	$ 55,274.34	$ 57,446.07	$ 58,344.45
4 SROs (School cost)	**$ 410,609.40**	**$ 426,742.24**	**$ 433,415.93**
4 SROs (City cost)	$ 221,097.37	$ 229,784.28	$ 233,377.81

* OH law requires minimum of 176 instructional days in school year; 8 hr. days = 1408 hrs. + 40 hrs. required SRO training brings total hours to 1448 hrs. dedicated to SRO duties.

*1352 hrs. = 65% of 2080 hr. work year. Leaves 96 hrs. of unpaid/flex time where SROs may not be in the school.

* Vehicle fuel & maintenance cost averaged for the school yr.

*Uniform cost is based on contractual $1,100 uniform allowance/**2027- cost of body armor**.

***SRO-related overtime will be invoiced monthly.**

***Pension costs are estimated based on current law; if the state increases the pension pick up from 19.5% to 24% the amount will be adjusted.**

School Resource Office Salary for the 2026 - 2027 School Year

SALARY - Hourly					$ 46.39	$ 96,491.20	6% union increase
PENSION %	19.50%				$ 9.05	$ 18,815.78	
W/C %	2.00%				$ 0.93	$ 1,929.82	
MEDICARE %	1.45%				$ 0.67	$ 1,399.12	
HEALTH INS	$ 2,286.00	per month	#Months	12	$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12	$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12	$ 0.31	$ 642.84	
LONGEVITY/PROFESSIONAL DEV.	$ 141.66	per month	#Months	12	$ 0.82	$ 1,699.92	
Total Expected Cost per Officer						**$148,494.69**	

(1) SROs

Total Cost

$ 148,494.69

School Resource Office Salary for the 2027 - 2028 School Year

SALARY - Hourly					$ 48.25	$ 100,360.00	4% union increase
PENSION %	19.50%				$ 9.41	$ 19,570.20	
W/C %	2.00%				$ 0.97	$ 2,007.20	
MEDICARE %	1.45%				$ 0.70	$ 1,455.22	
HEALTH INS	$ 2,286.00	per month	#Months	12	$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12	$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12	$ 0.31	$ 642.84	
LONGEVITY/PROFESSIONAL DEV.	$ 141.66	per month	#Months	12	$ 0.82	$ 1,699.92	
Total Expected Cost per Officer						**$153,251.38**	

(1) SROs

Total Cost

$ 153,251.38

School Resource Office Salary for the 2028 - 2029 School Year

SALARY - Hourly					$ 49.82	$ 103,625.60	3.25% union increase
PENSION %	19.50%				$ 9.71	$ 20,206.99	
W/C %	2.00%				$ 1.00	$ 2,072.51	
MEDICARE %	1.45%				$ 0.72	$ 1,502.57	
HEALTH INS	$ 2,286.00	per month	#Months	12	$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12	$ 0.04	$ 84.00	
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(1) SROs

Total Cost

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School Resource Officer Memorandum of Understanding
Between the City of Xenia and the Greene County Career Center

This Memorandum of Understanding (MOU) is entered into by and between the City of Xenia, Ohio, ("City"), 107 E. Main Street, Xenia, Ohio 45385, as approved by the Xenia City Council by Resolution 2026-046, passed July 23, 2026, and the Greene County Career Center Board of Education ("School"), 532 Innovation Drive, Xenia, Ohio 45385, as approved by the Board of Education by Resolution _____, passed on _____, 2026.

Recitals

I. As the School has decided to utilize School Resource Officer ("SRO") services, this MOU meets the requirements of ORC 3313.951(C), which requires the parties to enter into an MOU before such services may be provided.

II. This MOU provides a series of guidelines and policies relevant to the performance of the School Resource Officer, as well as roles, duties, and responsibilities of the parties to this MOU. This MOU will be the guiding document for Officer, school administration, city administration, students and their caregivers for structure and accountability. This document shall be reviewed and updated, as needed, considering input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating entities listed above and all community stakeholders.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, the parties do hereby agree as follows:

A. PURPOSE. This MOU establishes and delineates the mission of the School Resource Officer Program ("the Program"), as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive Program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and minimize the number of youth formally referred to the juvenile justice system.

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(2) Friendly contact and communication between the SRO and the student body.

(3) Assistance and information sharing between the City and the School concerning problems and issues affecting students and the School's facilities.

(4) Education of children regarding the roles of laws, courts, and law enforcement in our community.

(5) Prevention and reduction in potential harm related to incidents of school violence.

(6) Effective problem solving and liaison with behavioral health providers, community service providers, or other community organizations for the students and their families.

(7) Acting swiftly and cooperatively when responding to major disruptions and criminal offenses in the School, such as disorderly conduct by trespassers, the possession and use of weapons on School property, the illegal sale and/or distribution of controlled substances on School property, and student assaults.

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(1) One (1) SRO will be appointed by the City's Chief of Police, after interviews are conducted by a panel, including a representative of the School. Such appointments shall be in the Chief's sole discretion; however, each appointed SRO should meet three general criteria:
   (a) College or degree coursework – SROs operate in an educational atmosphere, so a college education or some degree coursework, particularly in the fields of child and adolescent development, would be beneficial and is preferred.
   (b) Experience as a police officer and commitment to student well-being – each SRO must have a minimum of three (3) years' experience as a patrol officer.
   (c) Successful performance – each appointed SRO should have proven satisfactory performance in his or her role as a police officer, as reflected by prior performance evaluations.

(2) The appointed SRO shall be a certified police Officer in the State of Ohio, having completed a basic training program approved by the Ohio Peace Officer Training Commission, as described in ORC 109.77.

(3) The appointed SRO shall have completed, or shall complete within one (1) year of appointment, at least forty (40) hours of school resource officer training through one of the following entities, as approved by the Ohio Peace Officer Training Commission:
   (a) The National Association of School Resource Officers;
   (b) The Ohio School Resource Officer Association; or
   (c) The Ohio Peace Officer Training Academy.
   (d) Any other SRO training course as approved by the Ohio Peace Officers Training Commission.

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(4) It is recommended that each appointed SRO receive additional training on a yearly basis to increase his or her professional development, including training that focuses on age-appropriate practices for conflict resolution and developmentally informed de-escalation as well as crisis intervention methods.

E. SCHOOL RESOURCE OFFICER RESPONSIBILITIES.

(1) The primary functions of the SRO is to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the School and the City's Police Division. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

(2) Basic responsibilities of the SRO may include, but will not be limited to:

(a) Enforcement of criminal laws and protection of the students, staff, and public at large against criminal activity. The SRO is expected to keep the Superintendent/Principal or his or her designee informed about law enforcement action that occurs on School property or that may involve a student at a school related function, as allowed by the laws of the State of Ohio.

(b) While the main responsibility of the SRO will be law enforcement activities and not general student discipline, if an issue occurs that would disrupt school activities or place students, faculty and/or staff at risk of harm if not dealt with immediately, the SRO may address the issue to preserve the school climate. In all other cases, disciplining students is a School responsibility and the SRO will report such instances to the Principal, or his or her designee, or will escort the offending student to the Principal's office.

(c) Foster mutually respectful relationships with students and staff to support a positive school climate. The SRO is encouraged to work as a team with other School officials.

(d) Provide information concerning questions about law enforcement topics to students and staff.

(e) Assist teachers with classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills when requested and able. Work with families, individual students and School staff members with counseling and guidance efforts when requested and appropriate.

(f) Coordinate investigative procedures between the City's Police Division and the School's administrators.

(g) Handle initial police reports as needed.

(h) Take enforcement action on criminal matters when appropriate and after consultation with school administrators; however, nothing in this section shall be deemed to affect the SRO's discretion to act when he or she deems it appropriate as a law enforcement officer.

(i) Attend School special events as needed, recognizing that these assignments provide further opportunities to build rapport with the students. Any work by the SRO in this capacity will be approved by the SRO's Police Division supervisor and will be consistent with the FLSA and any collective bargaining agreement covering the SRO's employment. The SRO will not be used as a replacement officer by the School for off-duty/special duty assignments, and the School will not be relieved of its responsibility to provide adequate security at special events.

(j) Collect data on SRO activities (arrests, citations, etc.).

(k) Each SRO will be in his or her uniform when performing SRO duties. The City will provide any required uniform and/or equipment, including radios and vehicles to the SRO.

(l) The daily schedule of the SRO when school is in session will be determined by the City's Police Chief, with input from the School administrator. When school is not in session, the SRO may be required to work regular police duty assignments.

(m) The SRO's employment will be governed by the rules, policies, shifts, schedules, procedures and practices of the City's Police Division, as well as any applicable collective bargaining

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agreement. If the SRO has to attend a City Police Division training or meeting that conflicts with the SRO's availability at the School's facilities during normal school hours, the conflict will be minimized as much as possible but the School recognizes that the potential exists that attendance at such training or meeting takes precedence over the SRO's presence at the School's facilities. The SRO shall strive to keep the Principal or his or her designee informed about any absences on a need-to-know basis.

F. SCHOOL RESPONSIBILITIES.

(1) The School will provide the SRO with a private, appropriately furnished and climate-controlled office at the school that can be secured and is reasonably acceptable to the City. This shall include, but is not limited to, a desk with drawers, chair, filing cabinet that can be secured, telephone, computer and unrestricted internet access. A secured and lockable safe for weapon and ammunition storage will also be provided upon request.

(2) The School will provide, as appropriate, opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.

(3) The School will provide the SRO with the School's Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.

(4) The School will assign the SRO a staff designee for referrals for counseling and other school-based and/or community-based supportive services for students and families.

(5) The School will provide training to teachers, administrators, and staff about when to directly involve the SRO with student misconduct.

G. PROTOCOLS FOR HANDLING SUSPECTED CRIMINAL ACTIVITY VERSUS SCHOOL DISCIPLINE AND OTHER ISSUES.

(1) Criminal Activity: One of the roles of the SRO, as a law enforcement officer, is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion; however, each SRO should perform his or her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

(a) School staff will contact the SRO to inform him or her of all violent or other criminal activity that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

(b) For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to minimize arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

(2) School Discipline:

(a) The primary function of the SRO is not school disciplinarian and violations of the student code of conduct or school rules that are not criminal matters should be handled by school faculty and staff, not the SRO.

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(b) The SRO should not directly intervene in issues of discipline unless the situation involves an imminent disruption to the education climate or a threat to the health, safety, and security of the student, other students, faculty, or staff.
(c) Student discipline is the responsibility of the appropriate School administrator and clear guidelines on the SRO's involvement should be developed and distributed to the School's staff. The SRO will report School policy violations through the proper channels to be handled by the Principal, or the Principal's designee, or will escort the offending student to the Principal's office.
(d) The SRO will become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

(3) SRO's Role in Locker, Vehicle, Personal, and Other Searches:
(a) The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student is committing, has committed or is about to commit a criminal offense. The SRO will not ask a school employee to conduct a search for law enforcement purposes.
(b) Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student, unless that student has been placed under arrest and/or if the student is otherwise subject to search pursuant to criminal law.

(4) Arrests: Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, may be considered school discipline issues to be handled by the School's officials rather than criminal law issues warranting formal law enforcement intervention, unless in the sole discretion of the SRO, criminal action should be taken.
(a) The Principal or his or her designee shall be notified by the SRO when a student is arrested at a School facility as soon as is practical.
(b) The Principal, SRO, or their designees shall notify the student's parent(s) or guardian(s) of his or her arrest immediately or as soon as practical and in a timely manner.
(c) The SRO shall not use physical force or restraints on students, unless the use of such force or restraints is permitted under the policies, rules and regulations of the City's Police Division.

(5) SRO's Role in Critical Incidents: The SRO is expected to be familiar with the emergency operations manual of the School. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

(6) SRO's Role in Truancy Issues: Truancy will be handled by the School's personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the School and police personnel should police involvement become necessary due to safety concerns.

H. SHARING OF INFORMATION.
(1) Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant policies of the City's Police Division and the School.
(2) The sharing of arrest related information by the SRO with the School's administration upon request or at the direction of the SRO will involve the dissemination of police reports filed with the City's Police Division or from other Police agencies coming into contact with students from the School.

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(3) Information that the SRO obtains from the School's personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file and will not be part of the student's school record.

(4) When any felony occurs or any crime that prompts a public response from the School or the City, or if a School facility is evacuated, the SRO shall contact his or her immediate supervisor as soon as possible.

(5) The School shall designate the SRO as "School Officials" and grant access to any public records maintained by the School to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

(6) The School shall provide the SRO access to all security cameras and recorded video.

(7) When School personnel discover weapons, drugs, alcohol or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If criminal charges are to be filed by the SRO, the contraband may be confiscated by the SRO in accordance with State law and/or City Police Division policies.

(8) The School shall notify the SRO, as soon as reasonably possible, when any of the following occur:
   (a) A student has made suicidal statements or statements indicating he/she wishes to harm someone else;
   (b) A student has made threats towards the school or other facility;
   (c) Serious altercations, including any potential physical altercations, that occur between students and/or staff; and/or
   (d) Meetings with a student's family members that became or may become controversial or violent.

   If the SRO is unavailable, the School shall notify the Police Division by calling the dispatch center and requesting the dispatch of an officer.

I. CRISIS PLANNING.

(1) The School and the City will coordinate crisis planning and training and will be involved in updates and creation of new Crisis Plans.

(2) Lock-down drills shall be included as part of the School's Crisis Plan. The City's Police Division shall be included in the creation of lock-down procedures so that first responders are familiar with procedures. Lock-down procedures should be consistent throughout the School's District.

J. REVIEWING THE MOU AND SRO PROGRAM.

(1) The parties shall review the MOU/SRO Program periodically and make adjustments as needed. Any revisions will be reflected in an updated MOU.

(2) Complaints against the SRO shall follow the normal complaint process of the City's Police Division and include notice to the appropriate School administrators.

K. PROBLEM RESOLUTION. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of School and the City's Chief of Police or their designees.

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L. TERM. This MOU shall be in effect for three (3) years, beginning August 1, 2026, through July 31, 2029. Either party may terminate this MOU as of July 31st of any year during the Term upon sixty (60) days advanced written notice to the other party. Notice shall be provided as follows:

To the School:
Greene County Career Center
532 Innovation Drive
Xenia, Ohio 45385
Attn: Superintendent

To the City:
City of Xenia
107 E. Main Street
Xenia, Ohio 45385
Attn: Chief of Police

M. COST AND PAYMENT.

(1) The personnel cost of the SRO shall be based on the top hourly officer contract rate and then current insurance costs, and shall include holiday pay, training costs and overtime costs based on the average usage of City Police Officers without special assignments (e.g., SWAT or other specialty unit).

(2) The sharing of personnel cost for the SRO between the parties during the Term of this MOU shall be as follows: The School shall pay sixty percent (60%) of the cost and the City shall pay forty percent (40%) of the cost.

(3) The attached Exhibit A sets forth estimates regarding the amounts to be paid by each party during the term of this Agreement. The parties hereby recognize and agree that the amounts set forth in Exhibit A are only estimates, provided solely for budget planning purposes, and that the actual cost of the SRO may be subject to change due to changes in the SRO's collective bargaining agreement. The City's Chief of Police shall notify the School of the actual cost per SRO per year of the term of this MOU as soon as is reasonably practicable.

(4) The School's payment for its share of the total cost of the SRO shall be made for the first year in one (1) payment, due on or before February 1st, and for the remaining years in two (2) payments, with the first payment due on or before August 1st and the second payment due on or before February 1st of each year of the Term.

(5) Failure of the School to make the required payments in a timely manner may result in the SRO being removed from the School's facilities, in the sole discretion of the City, until such payments are made.

N. MISCELLANEOUS.

(1) Neither the City nor the School shall assign, sublet, or transfer their interest in this MOU without the express written consent of the other party.

(2) This MOU represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral.

(3) This MOU may only be modified or amended by a written agreement between the parties, evidenced as an addendum to this MOU.

(4) This MOU, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this MOU is held to be invalid, that provision shall be deemed deleted from this MOU and the remaining provisions shall remain in full force and effect, unless the deletion of such provision renders either party unable to perform its obligations or duties under this MOU.

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(5) The School and the City agree to be individually and solely liable for any claim for liability or loss which result from the death or injury to any person or property caused by the negligent acts or omissions of their officials, employees, agents, or personnel, and each party agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this MOU shall impute or transfer such responsibility from one party to the other.

(6) Ohio Revised Code Chapter 2744 shall apply to each party and their personnel, to the extent permitted by law, and nothing herein shall be deemed a waiver of any immunity or defense provided by law.

(7) Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity who is not a party to this MOU.

(8) This MOU shall be signed by the use of electronic signatures, which shall be deemed valid and binding upon the parties.

IN WITNESS WHEREOF the parties hereto have executed this MOU by and through their duly authorized representatives:

SCHOOL:
Greene County Career Center

By: _____
David Deskins, Superintendent

Date: _____

CITY:
City of Xenia, Ohio

By: _____
Brent W Merriman, City Manager

Date: _____

Approved as to form:

_____
Donnette A. Fisher,
Xenia Law Director

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EXHIBIT A

Xenia Police Division SRO Program

Greene County Career Center Cost

	Year 26/27	Year 27/28	Year 28/29
SRO salary	$ 148,494.69	$ 153,251.38	$ 157,266.44
Vehicle- market value	$ 6,000.00	$ 6,000.00	$ 6,000.00
Vehicle fuel/maintenance	$ 2,332.00	$ 2,332.00	$ 2,332.00
equipment/uniform (contract)	$ 1,100.00	$ 2,548.25	$ 1,100.00
Total	**$ 157,926.69**	**$ 164,131.63**	**$ 166,698.44**
GCCC Cost	$ 102,652.35	$ 106,685.56	$ 108,353.98
City Cost	$ 55,274.34	$ 57,446.07	$ 58,344.45

* OH law requires minimum of 176 instructional days in school year; 8 hr. days = 1408 hrs. + 40 hrs. required SRO training brings total hours to 1448 hrs. dedicated to SRO duties.

*1352 hrs. = 65% of 2080 hr. work year. Leaves 96 hrs. of unpaid/flex time where SROs may not be in the school.

* Vehicle fuel & maintenance cost averaged for the school yr.

*Uniform cost is based on contractual $1,100 uniform allowance/**2027- cost of body armor**.

***SRO-related overtime will be invoiced monthly.**

*Pension costs are estimated based on current law; if the state increases the pension pick up from 19.5% to 24% the amount will be adjusted.

School Resource Officer Salary for the 2026 - 2027 School Year

SALARY - Hourly						$ 46.39	$ 96,491.20	6% union increase
PENSION %	19.50%					$ 9.05	$ 18,815.78	
W/C %	2.00%					$ 0.93	$ 1,929.82	
MEDICARE %	1.45%					$ 0.67	$ 1,399.12	
HEALTH INS	$ 2,286.00	per month	#Months	12		$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12		$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12		$ 0.31	$ 642.84	
LONGEVITY/PROFFESIONAL DEV	$ 141.66	per month	#Months	12		$0.82	$ 1,699.92	
Total Expected Cost per Officer							**$148,494.69**	

(1) SROs

Total Cost

$ 148,494.69

School Resource Officer Salary for the 2027 - 2028 School Year

SALARY - Hourly						$ 48.25	$100,360.00	4% union increase
PENSION %	19.50%					$ 9.41	$ 19,570.20	
W/C %	2.00%					$ 0.97	$ 2,007.20	
MEDICARE %	1.45%					$ 0.70	$ 1,455.22	
HEALTH INS	$ 2,286.00	per month	#Months	12		$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12		$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12		$ 0.31	$ 642.84	
LONGEVITY/PROFFESIONAL DEV	$ 141.66	per month	#Months	12		$0.82	$ 1,699.92	
Total Expected Cost per Officer							**$153,251.38**	

(1) SROs

Total Cost

$ 153,251.38

School Resource Officer Salary for the 2028 - 2029 School Year

SALARY - Hourly						$ 49.82	$103,625.60	3.25% union increase
PENSION %	19.50%					$ 9.71	$ 20,206.99	
W/C %	2.00%					$ 1.00	$ 2,072.51	
MEDICARE %	1.45%					$ 0.72	$ 1,502.57	
HEALTH INS	$ 2,286.00	per month	#Months	12		$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12		$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12		$ 0.31	$ 642.84	
LONGEVITY/PROFFESIONAL DEV	$ 141.66	per month	#Months	12		$0.82	$ 1,699.92	
Total Expected Cost per Officer							**$157,266.44**	

(1) SROs

Total Cost

$ 157,266.44

School Resource Officer Memorandum of Understanding
Between the City of Xenia and Legacy Christian Academy, St. Brigid School and Summit Academy Community School

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Xenia, Ohio**, ("City") and **Legacy Christian Academy,** 1101 Wesley Avenue, Xenia, Ohio 45385, **St. Brigid School**, 312 Fairground Road, Xenia, Ohio 45385, and **Summit Academy Community School**, 1694 Pawnee Drive, Xenia, Ohio 45385, herein collectively referred to as "the Schools" or individually as "the School."

Recitals

I. As the Schools have decided to utilize School Resource Officers ("SRO") services, this MOU meets the requirements of ORC 3313.951(C), which requires the parties to enter into an MOU before such services may be provided.

II. This MOU provides a series of guidelines and policies relevant to the performance of the School Resource Officers, as well as roles, duties, and responsibilities of the parties to this MOU. This MOU will be the guiding document for Officers, school administration, city administration, students and their caregivers for structure and accountability. This document shall be reviewed and updated, as needed, considering input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating entities listed above and all community stakeholders.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, the parties do hereby agree as follows:

A. PURPOSE. This MOU establishes and delineates the mission of the School Resource Officer Program ("the Program"), as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive Program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and minimize the number of youth formally referred to the juvenile justice system.

B. MISSION. The mission of the Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The Program also seeks to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency. Through education and enforcement and by cooperative efforts with the School staff, the parents, the courts, the community and the community's social service organization, the Program will strive to promote a safe, secure, and orderly learning environment for students, teachers, and staff. The SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SROs is not to enforce school discipline or punish students; rather the SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SROs will provide information on community resources available to students and parents. The goals and objectives of the Program are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

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C. GOALS OF THE SRO PROGRAM.

(1) Improvement of safety and security in the Schools.

(2) Friendly contact and communication between the SROs and the Schools student bodies.

(3) Assistance and information sharing between the City and the Schools concerning problems and issues affecting students and the Schools' facilities.

(4) Education of children regarding the roles of laws, courts, and law enforcement in our community.

(5) Prevention and reduction in potential harm related to incidents of school violence.

(6) Effective problem solving and liaison with behavioral health providers, community service providers, or other community organizations for the students and their families.

(7) Acting swiftly and cooperatively when responding to major disruptions and criminal offenses in the Schools, such as disorderly conduct by trespassers, the possession and use of weapons on the Schools' properties, the illegal sale and/or distribution of controlled substances on the Schools' properties, and student assaults.

(8) Reporting serious crimes that occur on the Schools' properties and cooperating with law enforcement officers in their investigation of crimes that occur on the Schools' properties.

(9) Cooperating with law enforcement officials with their investigation of criminal offenses which occur away from School property, but involve issues related to the School.

D. SCHOOL RESOURCE OFFICER.

(1) One (1) SROs will be appointed by the City's Chief of Police, after interviews are conducted by a panel, including a representative of the Schools, to rotate between the Schools. Such appointment shall be in the Chief's sole discretion; however, the appointed SRO should meet three general criteria:
   (a) College or degree coursework – SROs operate in an educational atmosphere, so a college education or some degree coursework, particularly in the fields of child and adolescent development, would be beneficial and is preferred.
   (b) Experience as a police officer and commitment to student well-being – the SRO must have a minimum of three (3) years' experience as a patrol officer.
   (c) Successful performance – the appointed SRO should have proven satisfactory performance in his or her role as a police officer, as reflected by prior performance evaluations.

(2) The appointed SRO shall be a certified police officers in the State of Ohio, having completed a basic training program approved by the Ohio Peace Officer Training Commission, as described in ORC 109.77.

(3) The appointed SRO shall have completed, or shall complete within one (1) year of appointment, at least forty (40) hours of school resource officer training through one of the following entities, as approved by the Ohio Peace Officer Training Commission:
   (a) The National Association of School Resource Officers;
   (b) The Ohio School Resource Officer Association; or
   (c) The Ohio Peace Officer Training Academy.
   (d) Any other SRO training course as approved by the Ohio Peace Officers Training Commission.

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(4) It is recommended that the appointed SRO receive additional training on a yearly basis to increase his or her professional development, including training that focuses on age-appropriate practices for conflict resolution and developmentally informed de-escalation as well as crisis intervention methods.

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(1) The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the Schools and the City's Police Division. The SRO and Schools' administrators will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, the SRO should never be assigned to duties within schools in place of or in lieu of a certified teacher.

(2) Basic responsibilities of the SRO may include, but will not be limited to:

(a) Enforcement of criminal laws and protection of the students, staff, and public at large against criminal activity. The SRO is expected to keep the School administrator or his or her designee informed about law enforcement action that occurs on School property or that may involve a student at a school related function, as allowed by the laws of the State of Ohio.

(b) While the main responsibility of the SRO will be law enforcement activities and not general student discipline, if an issue occurs that would disrupt school activities or place students, faculty and/or staff at risk of harm if not dealt with immediately, the SRO may address the issue to preserve the school climate. In all other cases, disciplining students is the responsibility of the respective School and the SRO will report such instances to the Principal, or his or her designee, or will escort the offending student to the Principal's office.

(c) Foster mutually respectful relationships with students and staff to support a positive school climate. The SRO is encouraged to work as a team with other School officials.

(d) Provide information concerning questions about law enforcement topics to students and staff.

(e) Assist teachers with classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills when requested and able. Work with families, individual students and School staff members with counseling and guidance efforts when requested and appropriate.

(f) Coordinate investigative procedures between the City's Police Division and the Schools' administrators.

(g) Handle initial police reports as needed.

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(i) Attend School special events as needed, recognizing that these assignments provide further opportunities to build rapport with the students. Any work by the SRO in this capacity will be approved by the SRO's Police Division supervisor and will be consistent with the FLSA and any collective bargaining agreement covering the SRO's employment. The SRO will not be used as a replacement officer by the School for off-duty/special duty assignments, and the School will not be relieved of its responsibility to provide adequate security at special events.

(j) Collect data on SRO activities (arrests, citations, etc.).

(k) The SRO will be in his or her uniform when performing SRO duties. The City will provide any required uniform and/or equipment, including radios and vehicles to the SRO.

(l) The daily schedule of the SRO when the Schools are in session will be determined by the City's Police Chief, with input from the Schools' administrators. When the Schools are not in session, the SRO may be required to work regular police duty assignments.

(m) The SRO's employment will be governed by the rules, policies, shifts, schedules, procedures and practices of the City's Police Division, as well as any applicable collective bargaining

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(1) Each School will provide the SRO with a private, appropriately furnished and climate-controlled office at the school that can be secured and is reasonably acceptable to the City. This shall include, but is not limited to, a desk with drawers, chair, filing cabinet that can be secured, telephone, computer and unrestricted internet access. A secured and lockable safe for weapon and ammunition storage will also be provided upon request.

(2) Each School will provide, as appropriate, opportunity for the SRO to address teachers, school administrators and student families about the SRO Program, goals, and objectives.

(3) Each School will provide the SRO with the School's Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.

(4) Each School will assign the SRO a staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

(5) Each School will provide training to teachers, administrators, and staff about when to directly involve the SRO with student misconduct.

G. PROTOCOLS FOR HANDLING SUSPECTED CRIMINAL ACTIVITY VERSUS SCHOOL DISCIPLINE AND OTHER ISSUES.

(1) Criminal Activity: One of the roles of the SRO, as a law enforcement officer, is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at his or her discretion; however, each SRO should perform his or her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

(a) School staff will contact the SRO to inform him or her of all violent or other criminal activity that occurs on the school campus. The SRO and the School's officials shall discuss and agree in writing on what levels of violent activity would prompt the School's officials to notify the SRO. This information will be conveyed to the School's staff. In turn, each SRO will inform school administration of all criminal activity they observe on the school campus.

(b) For any offense on the School's property, the SRO, working cooperatively with the School's administration, will endeavor to minimize arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with the School's officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

(2) School Discipline:

(a) The primary function of the SRO is not school disciplinarian and violations of the student code of conduct or school rules that are not criminal matters should be handled by the School's faculty and staff, not the SRO.

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(b) The SRO should not directly intervene in issues of discipline unless the situation involves an imminent disruption to the education climate or a threat to the health, safety, and security of the student, other students, faculty, or staff.
(c) Student discipline is the responsibility of the appropriate School administrator and clear guidelines on the SRO's involvement should be developed and distributed to the School's staff. The SRO will report School policy violations through the proper channels to be handled by the School's administrator, or his or her designee, or will escort the offending student to the Principal's office.
(d) The SRO will become familiar with the School's Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

(3) SRO's Role in Locker, Vehicle, Personal, and Other Searches:
(a) The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student is committing, has committed or is about to commit a criminal offense. The SRO will not ask any school employee to conduct a search for law enforcement purposes.
(b) Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student, unless that student has been placed under arrest and/or if the student is otherwise subject to search pursuant to criminal law.

(4) Arrests: Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, may be considered school discipline issues to be handled by the School's officials rather than criminal law issues warranting formal law enforcement intervention unless, in the sole discretion of the SRO, criminal action should be taken.
(a) The School's administrator or his or her designee shall be notified by the SRO when a student is arrested at the School's facility as soon as is practical.
(b) The School's administrator, SRO, or their designees shall notify the student's parent(s) or guardian(s) of his or her arrest immediately or as soon as practical and in a timely manner.
(c) The SRO shall not use physical force or restraints on students, unless the use of such force or restraints is permitted under the policies, rules, and regulations of the City's Police Division.

(5) SRO's Role in Critical Incidents: The SRO is expected to be familiar with the emergency operations manual of the School. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

(6) SRO's Role in Truancy Issues: Truancy will be handled by the School's personnel. The SRO will not take an active role in the tracking of truants. The SRs will act as a liaison between the School and police personnel should police involvement become necessary due to safety concerns.

H. SHARING OF INFORMATION.

(1) Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant policies of the City's Police Division and each School.

(2) The sharing of arrest related information by the SRO with the School's administration upon request or at the direction of the SRO will involve the dissemination of police reports filed with the City's Police Division or from other Police agencies coming into contact with students from the respective School.

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(3) Information that the SRO obtains from the School's personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file and will not be part of the student's school record.

(4) When any felony occurs or any crime that prompts a public response from the School or the City, or if a School facility is evacuated, the SRO shall contact his or her immediate supervisor as soon as possible.

(5) Each School shall designate the SRO as a "School Official" and grant access to any public records maintained by the School to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

(6) The School shall provide the SRO access to all security cameras and recorded video.

(7) When the School's personnel discover weapons, drugs, alcohol or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If criminal charges are to be filed by the SRO, the contraband may be confiscated by the SRO in accordance with State law and/or City Police Division policies.

(8) Each School shall notify the SRO, as soon as reasonably possible, when any of the following occur:
   (a) A student has made suicidal statements or statements indicating he/she wishes to harm someone else;
   (b) A student has made threats towards the school or other facility;
   (c) Serious altercations, including any potential physical altercations, that occur between students and/or staff; and/or
   (d) Meetings with a student's family members that became or may become controversial or violent.

   If the SRO is unavailable, the School shall notify the Police Division by calling the dispatch center and requesting the dispatch of an officer.

I. CRISIS PLANNING.

(1) The School and the City will coordinate crisis planning and training and will be involved in updates and creation of new Crisis Plans.

(2) Lock-down drills shall be included as part of each School's Crisis Plan. The City's Police Division shall be included in the creation of lock-down procedures so that first responders are familiar with procedures.

J. REVIEWING THE MOU AND SRO PROGRAM.

(1) The parties shall review the MOU/SRO Program periodically and make adjustments as needed. Any revisions will be reflected in an updated MOU.

(2) Complaints against the SRO shall follow the normal complaint process of the City's Police Division and include notice to the appropriate School administrators.

K. PROBLEM RESOLUTION. Unforeseen difficulties or questions will be resolved by negotiation between the respective School's administration and the City's Chief of Police or their designees.

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L. TERM. This MOU shall be in effect for three (3) years, beginning August 1, 2026, through July 31, 2029. This MOU may be terminated as of July 31st of any year during the Term upon the written agreement of at least three (3) of the parties, and upon sixty (60) days advanced written notice to the remaining party. Notice shall be provided as follows:

To Legacy Christian Academy:
1101 Wesley Avenue
Xenia, Ohio 45385
Attn: Head of School

To the St. Brigid School:
312 Fairgrounds Road
Xenia, Ohio 45385
Attn: Principal

To Summit Academy Community School:
1694 Pawnee Drive
Xenia, Ohio 45385
Attn: Principal

To the City:
107 E. Main Street
Xenia, Ohio 45385
Attn: Chief of Police

M. COST AND PAYMENT.

(1) The personnel cost of the SROs shall be based on the top hourly officer contract rate and then current insurance costs, and shall include holiday pay, training costs and overtime costs based on the average usage of City Police Officers without special assignments (e.g., SWAT or other specialty unit).

(2) The sharing of personnel cost for the SROs between the parties during the Term of this MOU shall be as follows: The Schools shall collectively pay sixty-five percent (65%) of the cost (1/3 each) and the City shall pay thirty-five percent (35%) of the cost.

(3) The attached Exhibit A sets forth estimates regarding the amounts to be paid by each party during the term of this Agreement. The parties hereby recognize and agree that the amounts set forth in Exhibit A are only estimates, provided solely for budget planning purposes, and that the actual cost of the SRO may be subject to change due to changes in the SRO's collective bargaining agreement. The City's Chief of Police shall notify the School of the actual cost per SRO per year of the term of this MOU as soon as is reasonably practicable.

(4) Each School's payment for the total cost of the SRO shall be made for the first year in one (1) payment, due on or before February 1st, and for the remaining years in two (2) payments, with the first payment due on or before August 1st and the second payment due on or before February 1st of each year of the Term.

(5) Failure of a School to make the required payments in a timely manner may result in the SRO being removed from the School's facilities, in the sole discretion of the City, until such payments are made.

N. MISCELLANEOUS.

(1) Neither the City nor the Schools shall assign, sublet, or transfer their interest in this MOU without the express written consent of the other party.

(2) This MOU represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral.

(3) This MOU may only be modified or amended by a written agreement between the parties, evidenced as an addendum to this MOU.

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(4) This MOU, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this MOU is held to be invalid, that provision shall be deemed deleted from this MOU and the remaining provisions shall remain in full force and effect, unless the deletion of such provision renders either party unable to perform its obligations or duties under this MOU.

(5) The Schools and the City agree to be individually and solely liable for any claim for liability or loss which result from the death or injury to any person or property caused by the negligent acts or omissions of their officials, employees, agents, or personnel, and each party agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this MOU shall impute or transfer such responsibility from one party to the other.

(6) Ohio Revised Code Chapter 2744 shall apply to the City and its personnel, to the extent permitted by law, and nothing herein shall be deemed a waiver of any immunity or defense provided by law.

(7) Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity who is not a party to this MOU.

(8) This MOU shall be signed by the use of electronic signatures, which shall be deemed valid and binding upon the parties.

IN WITNESS WHEREOF the parties hereto have executed this MOU by and through their duly authorized representatives:

SCHOOLS:

Legacy Christian Academy

By: _____ Date: _____
Emery Nickerson, Head of School

Summit Legacy Community School

By: _____ Date: _____
Evan M. W. McIntosh, Director of
Health, Safety & Security

St. Brigid School

By:_____ Date: _____
Father Jason Bedel, Pastor of Family Parishes

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CITY:

City of Xenia, Ohio

By: _____
Brent W Merriman, City Manager

Approved as to form:

_____
Donnette A. Fisher,
Xenia Law Director

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EXHIBIT A

Xenia Police Division SRO Program

Legacy Christian Academy, Summit Legacy Community School & St. Brigid School Cost

	Year 26/27	Year 27/28	Year 28/29
SRO salary	$ 148,494.69	$ 153,251.38	$ 157,266.44
Vehicle- market value	$ 6,000.00	$ 6,000.00	$ 6,000.00
Vehicle fuel/maintenance	$ 2,332.00	$ 2,332.00	$ 2,332.00
equipment/uniform (contract)	$ 1,100.00	$ 2,548.25	$ 1,100.00
Total	**$ 157,926.69**	**$ 164,131.63**	**$ 166,698.44**
Schools Cost	$ 102,652.35	$ 106,685.56	$ 108,353.98
City Cost	$ 55,274.34	$ 57,446.07	$ 58,344.45
Legacy Cost	**$ 34,206.92**	**$ 35,550.91**	**$ 36,106.88**
Summit Legacy Cost	**$ 34,206.92**	**$ 35,550.91**	**$ 36,106.88**
St Brigid Cost	**$ 34,206.92**	**$ 35,550.91**	**$ 36,106.88**

* OH law requires minimum of 176 instructional days in school year; 8 hr. days = 1408 hrs. + 40 hrs. required SRO training brings total hours to 1448 hrs. dedicated to SRO duties.

*1352 hrs. = 65% of 2080 hr. work year. Leaves 96 hrs. of unpaid/flex time where SROs may not be in the school.

* Vehicle fuel & maintenance cost averaged for the school yr.

*Uniform cost is based on contractual $1,100 uniform allowance/**2027- cost of body armor**.

***SRO-related overtime will be invoiced monthly.**

*Pension costs are estimated based on current law; if the state increases the pension pick up from 19.5% to 24% the amount will be adjusted.

School Resource Officer Salary for the 2026 - 2027 School Year

SALARY - Hourly					$ 46.39	$ 96,491.20	6% union increase
PENSION %	19.50%				$ 9.05	$ 18,815.78	
W/C %	2.00%				$ 0.93	$ 1,929.82	
MEDICARE %	1.45%				$ 0.67	$ 1,399.12	
HEALTH INS	$ 2,286.00	per month	#Months	12	$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12	$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12	$ 0.31	$ 642.84	
LONGEVITY/PROFESSIONAL DEV.	$ 141.66	per month	#Months	12	$ 0.82	$1,699.92	
Total Expected Cost per Officer						**$148,494.69**	

(1) SROs

Total Cost

$ 148,494.69

School Resource Officer Salary for the 2027 - 2028 School Year

SALARY - Hourly					$ 48.25	$100,360.00	4% union increase
PENSION %	19.50%				$ 9.41	$ 19,570.20	
W/C %	2.00%				$ 0.97	$ 2,007.20	
MEDICARE %	1.45%				$ 0.70	$ 1,455.22	
HEALTH INS	$ 2,286.00	per month	#Months	12	$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12	$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12	$ 0.31	$ 642.84	
LONGEVITY/PROFESSIONAL DEV.	$ 141.66	per month	#Months	12	$ 0.82	$1,699.92	
Total Expected Cost per Officer						**$153,251.38**	

(1) SROs

Total Cost

$ 153,251.38

School Resource Officer Salary for the 2028 - 2029 School Year

SALARY - Hourly					$ 49.82	$103,625.60	3.25% union increase
PENSION %	19.50%				$ 9.71	$ 20,206.99	
W/C %	2.00%				$ 1.00	$ 2,072.51	
MEDICARE %	1.45%				$ 0.72	$ 1,502.57	
HEALTH INS	$ 2,286.00	per month	#Months	12	$ 13.19	$ 27,432.00	
LIFE INS	$ 7.00	per month	#Months	12	$ 0.04	$ 84.00	
DEN INS	$ 53.57	per month	#Months	12	$ 0.31	$ 642.84	
LONGEVITY/PROFESSIONAL DEV.	$ 141.66	per month	#Months	12	$ 0.82	$1,699.92	
Total Expected Cost per Officer						**$157,266.44**	

(1) SROs

Total Cost

$ 157,266.44

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: July 23, 2026
Effective Date: July 23, 2026

Agenda Item: **RESOLUTION 2026 – 047**
AUTHORIZING THE EXECUTION OF A STREET IMPROVEMENT FUNDING AGREEMENT WITH WILLIAM J. AND KIMBERLY R. URSCHEL FOR THE PAVING OF KETKI COURT AS A PART OF THE CITY'S 2026 ANNUAL STREET PAVING PROGRAM

Submitted by: Chris Berger, Public Service Director
Presented by: Brent Merriman, City Manager

Summary: As a part of the City's 2026 Annual Street Paving Program, several neighborhood collector streets within the Sterling Green Subdivision are scheduled for rehabilitation. One of the streets within this subdivision, Ketki Court, was not included in this year's Paving Program because it is a cul-de-sac that primarily serves only the residents who live on that street. Engineering staff was contacted by Mr. and Mrs. William Urschel, who live on Ketki Court, about adding their street to the Paving Program as a donated project, with no City funds used.

Although Ketki Court would not normally be prioritized for inclusion, staff supports adding it to this year's Paving Program as Mr. and Mrs. Urschel have generously offered to cover the expense of the paving. Engineering discussed adding Ketki Court to this year's Paving Program with the contractor, John R. Jurgensen Co., which confirmed that it would honor its submitted unit prices for the Paving Program for the addition of Ketki Court to the Program. The Engineer estimates the cost for the paving of Ketki Ct. at $37,857.05. Mr. and Mrs. Urschel will ultimately be responsible for the actual cost as determined at the completion of the work since the stated cost can only be estimated at this juncture.

Cover Memo Attachments: Engineer's Opinion of Cost.
Draft Street Improvement Funding Agreement.

Budgetary Impact: N/A

Vote Required for Passage: The affirmative vote of a majority of the members of Council present at the meeting, per Charter § 5.05(A).

Recommendation: Pass Resolution 2026-047 to authorize the execution of a funding agreement with William J. and Kimberly R. Urschel, whereby the Urschels will fund the paving of Ketki Court.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 047

AUTHORIZING THE EXECUTION OF A STREET IMPROVEMENT FUNDING AGREEMENT WITH WILLIAM J. AND KIMBERLY R. URSCHEL FOR THE PAVING OF KETKI COURT AS A PART OF THE CITY'S 2026 ANNUAL STREET PAVING PROGRAM

WHEREAS, the City annually undertakes street paving and resurfacing projects as part of its Annual Street Paving Program, which will include areas in the Sterling Green Subdivision in 2026;

WHEREAS, William J. and Kimberly R. Urschel have voluntarily offered to pay the cost of paving Ketki Court in the Sterling Green Subdivision so that Ketki Court may be included in the 2026 Annual Street Paving Program;

WHEREAS, this Council finds it would in the public interest to include the paving of Ketki Court in the 2026 Annual Street Paving Program, pursuant to the terms of a Street Improvement Funding Agreement with the Urschels,

NOW, THEREFORE, THE CITY OF XENIA HEREBY RESOLVES, a majority of the members of City Council present concurring, that:

Section 1. The City Manager is hereby authorized to execute a street improvement funding agreement with William J. and Kimberly R. Urschel to establish the terms under which the Urschels will voluntarily fund the cost incurred by the City to pay Ketki Court as a part of the City's 2026 Annual Street Program, upon such terms and conditions as are approved by the Law Director.

Section 2. It is hereby found that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

Section 3. This Resolution shall become effective immediately upon its passage.

Passed: July 23, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

STATE ROUTE 380 PAVEMENT RESURFACING
BID TAB

ENGINEER'S OPINION OF COST

Ketki Ct. Re-Surfacing

(Sterling Commons Blvd. to Cul-de-Sac)

Bid Item	ODOT#	Description	Qty	Unit	Unit Cost	Total
1	832	EROSION CONTROL	1	LUMP	$500.00	$500.00
2	611	MANHOLE ADJUSTED TO GRADE (REMOVED/REPLACED CASTING)	4	EA	$1,100.00	$4,400.00
3	254	2" PAVEMENT PLANING, ASPHALT CONCRETE	1,800	SY	$1.60	$2,880.00
4	407	NON-TRACKING TACK COAT	135	GAL	$1.00	$135.00
5	441	ASPHALT CONCRETE SURFACE COURSE, TYPE I, (449), PG64-22	111	CY	$195.50	$21,700.50
6	638	VALVE BOX ADJUSTED TO GRADE (REMOVED/REPLACED CASTING)	2	EA	$950.00	$1,900.00
7	SPECIAL	ASPHALT REJUVENATING AGENT	1,800	SY	$1.25	$2,250.00
8	614	MAINTAINING OF TRAFFIC	1	LUMP	$250.00	$250.00
9	624	MOBILIZATION	1	LUMP	$400.00	$400.00

SUBTOTAL: $34,415.50

Add: Contingency (10%) $3,441.55

TOTAL CONSTRUCTION COST: **$37,857.05**

STREET IMPROVEMENT FUNDING AGREEMENT

This Street Improvement Funding Agreement ("Agreement") is entered into by and between the **City of Xenia, Ohio**, an Ohio municipal corporation ("City"), 107 E. Main Street, Xenia, Ohio 45385, and William J. and Kimberly R. Urschel ("Residents"), 2624 Ketki Court, Xenia, Ohio 45385.

RECITALS

A. The City annually undertakes street paving and resurfacing projects as part of its Annual Street Paving Program, which will include areas in the Sterling Green Subdivision in 2026.

B. Residents have voluntarily offered to pay the cost of paving Ketki Court so that the street may be included in the City's 2026 Annual Street Paving Program.

C. The City has determined that it is in the public interest to include the paving of Ketki Court in the 2026 Annual Street Paving Program, subject to the terms and conditions of this Agreement.

D. The paving of Ketki Court will be performed pursuant to a change order under the City's existing contract for the Annual Street Paving Program.

FOR AND IN CONSIDERATION OF the mutual promises contained herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the terms under which Residents will voluntarily fund the cost incurred by the City to pave Ketki Court as part of the City's 2026 Annual Street Paving Program ("the Work").

2. Engineer's Estimate. The City Engineer has prepared an estimate of the cost of the Work in the amount of Thirty-Seven Thousand Eight Hundred Fifty-Seven Dollars and Five Cents ($37,857.05). Residents acknowledge that this estimate is provided solely for informational and budgeting purposes and does not constitute a guaranteed or fixed total cost for the Work.

3. Resident's Voluntary Assumption of Payment.

(a) Residents voluntarily agree to pay the actual total cost incurred by the City in connection with adding the paving of Ketki Court to the City's Annual Street Paving Program.

(b) Residents acknowledge that no statute, ordinance, or assessment proceeding requires Residents to bear the entire cost of the Work and that Residents are voluntarily undertaking this obligation.

(c) The actual total cost of the Work shall be determined by the City based upon the amount payable to the City's paving contractor pursuant to the executed change order, together with any additional costs incurred by the City that are directly attributable to the Work, including, but not limited to:

- contractor charges;
- approved change orders;
- engineering;
- construction administration;
- inspection;
- testing;
- traffic control;
- pavement marking or restoration, if applicable; and
- any other reasonable costs directly attributable to the project.

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(d) Residents agree to pay the actual total final cost for the Work, regardless of whether it is greater than or less than the Engineer's estimate.

4. **Final Accounting.** Upon completion of the Work, the City shall determine the actual total cost incurred by the City. The City shall provide the Residents with a detailed invoice showing the actual total cost incurred by the City for the Work, which Residents shall pay in full within thirty (30) days of receipt of the invoice from the City.

5. **City's Control of the Work.**
   (a) The Work shall remain a public improvement of the City. Residents acknowledge that the Work will be performed pursuant to the City's existing public improvement contract, as modified by one or more change orders.

   (b) Residents shall have no authority to direct or control the contractor or the performance of the Work. The City shall retain sole discretion over the Work regarding:
   - Issuance of the change order(s);
   - Administration of the construction contract;
   - Approval of change orders;
   - Scheduling of the Work;
   - Inspection and acceptance of the Work;
   - Payment of the contractor; and
   - All other decisions relating to the construction and administration of the Work.

6. **No Ownership Interest.** Upon completion, the Work and all paving improvements shall be owned exclusively by the City as part of its public street system. Residents acquire no ownership interest, preferential right, or special maintenance rights by funding the Work.

7. **No Reimbursement or Contribution.** Residents acknowledge that multiple properties benefit from the Work. Residents voluntarily assume responsibility for payment of the actual total cost incurred by the City and shall have no claim against the City for reimbursement, contribution, or collection of any portion of those costs from any other property owner. The City assumes no responsibility to seek payment from, allocate costs among, or otherwise involve any other property owner.

8. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Residents. Nothing contained herein shall create any right or cause of action in favor of any other property owner or any other third party.

9. **Term.** This Agreement shall become effective upon execution by both parties and shall remain in effect until Residents have paid all amounts due under this Agreement, unless earlier terminated by mutual written agreement of the parties.

10. **Miscellaneous.**
    (a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action arising from this Agreement shall be brought in a court of competent jurisdiction located in Greene County, Ohio.

    (b) Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior discussions or understandings.

    (c) Amendments: No amendment or modification to this Agreement shall be effective unless made in writing and signed by both parties.

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(d) Electronic Signatures: This Agreement may be executed with the use of digital or electronic signatures, which shall be deemed valid and binding upon the parties, in accordance with Ohio Revised Code Section 1306.06.

IN WITNESS WHEREOF, the parties have executed this Agreement for themselves or by and through their duly authorized representatives on the dates below given.

RESIDENTS

_____
William J. Urschel

Date: _____

_____
Kimberly R. Urschel

Date: _____

CITY OF XENIA, OHIO

By: _____
Brent W Merriman, City Manager

Date: _____

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Approved as to form:

_____
Donnette Fisher, Xenia Law Director