XENIA CITY COUNCIL
MEETING AGENDA
FEBRUARY 12, 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.

SPECIAL MEETING

(1)	**CALL TO ORDER**	5:00 p.m.
(2)	**ROLL CALL**	Councilman James Crawford, Councilwoman Faith Sorice, Councilwoman Rachel Huffman, Councilman Jesse Rubio, Mayor Ethan Reynolds, and President Wesley Smith
(3)	**DISCUSSION**	2026 Street Program Update Other Updates on Current Projects and Programs
(4)	**EXECUTIVE SESSION**	Confidential business information related to requests for Economic Development Assistance per ORC §121.22(G) and Charter §13.03C.(2)
(5)	**RECONVENE**	Reconvene the Special Meeting
(6)	**ADJOURN**	Regular Meeting to begin at 6 p.m.

REGULAR MEETING

•	**INVOCATION**	(or moment of silence)
(1)	**PLEDGE OF ALLEGIANCE**	President Wesley Smith
(2)	**CALL TO ORDER**	6:00 p.m.
(3)	**ROLL CALL AND EXCUSAL OF ABSENCES**	Councilman James Crawford, Councilwoman Faith Sorice, Councilwoman Rachel Huffman, Councilman Jesse Rubio, Mayor Ethan Reynolds, and President Wesley Smith
(4)	**APPROVAL OF MINUTES**	January 22, 2026 Regular Meeting
(5)	**SPECIAL PRESENTATION(S)**	Honoring Past Mayors *(Mayor Ethan Reynolds)*
(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 02/12/2026.

(7) OLD BUSINESS

A.	ORDINANCE 2025-39 (Tabled on 12/22/2025) (To Remain Tabled)	AMENDING SECTIONS 881.01, 881.03(a), 881.04(a)(1), 881.06(a)(3), AND 881.26(b)(2) OF THE CITY'S INCOME TAX CODE TO PROVIDE FOR THE INCREASE OF THE CITY'S MUNICIPAL INCOME TAX RATE BY TWENTY-FOUR HUNDREDTHS OF ONE PERCENT (0.24%) FOR A

PERIOD OF TEN (10) YEARS, COMMENCING JANUARY 1, 2027, FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET REPAIRS AND MAINTENANCE, *introduced by (former) Mayor Urschel on 12/22/2025*

B. ORDINANCE 2026-03 (Public Hearing) — AMENDING SECTION 1002.07(b)(3) OF THE XENIA CITY CODE REGARDING PROVIDER MAPPING DATA, *introduced by Mayor Reynolds on 01/22/2026*

C. ORDINANCE 2026-04 (Public Hearing) — AMENDING SECTION 422.12 OF THE CITY OF XENIA'S TRAFFIC CODE REGARDING THE USE OF ELECTRIC BICYCLES ON SIDEWALKS, *introduced by Councilwoman Sorice on 01/22/2026*

(8) NEW BUSINESS

A. ORDINANCE 2026-05 (Introduction) — ENACTING SECTION 810.07, TITLED "CITY-SPONSORED COMMUNITY EVENTS," OF THE CITY'S BUSINESS REGULATION AND TAXATION CODE AND AMENDING TABLE P8.2. OF THE CITY'S FEE SCHEDULE *(City Manager)*

B. RESOLUTION 2026-006 — AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE BUSINESSFIRST! PROGRAM FOR A FIVE-YEAR TERM *(City Manager)*

C. RESOLUTION 2026-007 — AUTHORIZING THE EXECUTION OF AN LPA AGREEMENT WITH ODOT FOR THE S. PATTON STREET BRIDGE REPLACEMENT PROJECT *(City Manager)*

D. RESOLUTION 2026-008 — AUTHORIZING THE EXECUTION OF AN INCOME TAX REBATE AGREEMENT WITH AEROVIRONMENT, INC. *(City Manager)*

E. RESOLUTION 2026-009 — AUTHORIZING THE EXECUTION OF AN INCOME TAX REBATE AGREEMENT WITH AMCON DISTRIBUTING COMPANY *(City Manager)*

F. RESOLUTION 2026-010 — AUTHORIZING THE PURCHASE OF THREE MARKED SUVS FROM KEY CHRYSLER JEEP DODGE RAM, INC., FOR THE XENIA POLICE DIVISION'S ANNUAL POLICE VEHICLE REPLACEMENT PROGRAM *(City Manager)*

G. RESOLUTION 2026-011 — DETERMINING THE CITY OWNED PROPERTY AT 714 E. MARKET STREET IS NOT NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE CITY MANAGER TO USE NEGOTIATIONS OR INFORMAL COMPETITION FOR THE SALE OF SAID PROPERTY *(City Manager)*

H. Procedural Motion — Council Standing Committee Assignments and Board and Commission Appointments for 2026 *(President Smith)*

(9) APPOINTED OFFICIALS' REPORTS

(10) COUNCIL COMMENTS & REPORTS

(11) EXECUTIVE SESSION

(12) ADJOURNMENT

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

XENIA CITY COUNCIL
REGULAR MEETING
JANUARY 22, 2026

REGULAR SESSION

Vice President Crawford asked everyone to stand; Pastor Todd Martin, Liberty Life Church, provided the Invocation.

(1) PLEDGE OF ALLEGIANCE: All present remained standing and recited the Pledge of Allegiance led by Councilwoman Faith Sorice.

(2) CALL TO ORDER: Vice President Crawford 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, Councilwoman Rachel Huffman, Councilman Jesse Rubio, and Mayor Ethan Reynolds. President Wesley Smith was absent.

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

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

Staff Present: City Manager Brent Merriman, Assistant City Manager Eric Henry, Finance Director Ryan Duke, Assistant Finance Director Jason Lake, Law Director Donnette Fisher, City Planner Brian Forschner, Xenia Municipal Court Judge David McNamee, Community Development Director Ryan Baker, Administrative Services Director Jackie Potter, City Clerk Amy Brown, Fire and EMS Chief Mike Bogan, and Police Chief Chris Stutes.

(4) APPROVAL OF MINUTES: Vice President Crawford called for a motion on the minutes of the January 5, 2026, Special Meeting.

Motion by Mayor Reynolds, seconded by Councilman Rubio, to approve the January 5, 2026, minutes of the Special Meeting as written. Vice President Crawford entertained comments or questions. None were presented. The Roll on this was the following:

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

Vice President Crawford called for a motion on the minutes of the January 8, 2026, Regular Meeting.

Motion by Mayor Reynolds, seconded by Councilman Rubio, to approve the January 8, 2026, minutes of the Regular Meeting as written. Vice President Crawford entertained comments or questions. None were presented. The Roll on this was the following:

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

(5) SPECIAL PRESENTATION(S): Vice President Crawford invited Joe Braden, West Regional Liaison, Ohio Auditor of State, to make his presentation. Mr. Braden said it was his pleasure to be at the Xenia City Council meeting *again* on behalf of Keith Faber, Ohio Auditor of State, to present the Auditor of State Award with Distinction to the City of Xenia for the seventh consecutive year. This award put the City of Xenia into a very select group. The Auditor of State audited about 6,000 Ohio local governments and school districts every year and fewer than four percent of them met the following eligibility criteria of a "clean" audit report:

- The entity filed financial reports with the Auditor of State's office by the statutory due date, without extension, on a GAAP accounting basis and prepared an Annual Comprehensive Financial Report (ACFR);
- The audit report did not contain any findings for recovery, material citations, material weaknesses, significant deficiencies, Uniform Guidance (Single Audit) findings or questioned costs;
- The entity's management letter did not contain any comments related to ethics referrals, questioned costs, lack of timely annual financial report submission, bank reconciliation issues, failure to obtain a timely Single Audit in accordance with Uniform Guidance, findings for recovery, or public meetings or public records issues; and
- The entity had no other financial or other concerns.

Mr. Braden said this award represented the hard work and effort of the Mayor and Council, the Appointed Officials, management personnel, and every single employee every day to achieve accounting excellence. He specifically recognized and congratulated Mr. Duke, who joined him at the podium, for his outstanding leadership, professionalism, and exceptional commitment to fiscal integrity. (Applause followed.) Mr. Duke thanked Mr. Braden for taking the time to attend the meeting and present the award. He agreed it was a testament to staff, who all worked hard to achieve this recognition. He recognized Assistant Finance Director Jason Lake who spent a lot of time on the ACFR to ensure its excellence, as well as several key members of the Finance staff who put a lot of time and effort into presenting a great report. As Mr. Braden mentioned, many things needed to be achieved to be eligible for this award, and he thanked every single City employee for their efforts to do things the correct way. It spoke to their commitment to be good stewards of taxpayer dollars. Again, he thanked Mr. Braden for attending the meeting to present the award, which he was honored to receive on behalf of the City. (Pictures followed.) Vice President Crawford thanked Mr. Braden for attending the meeting and presenting the award.

(6) AUDIENCE COMMENTS: Vice President Crawford explained the procedures for Audience Comments and invited those who wished to speak to come forward. No one came forward to speak.

(7) OLD BUSINESS:

A. ORDINANCE 2025-39 AMENDING SECTIONS 881.01, 881.03(a), 881.04(a)(1), 881.06(a)(3), AND 881.26(b)(2) OF THE CITY'S INCOME TAX CODE TO PROVIDE FOR THE INCREASE OF THE CITY'S MUNICIPAL INCOME TAX RATE BY TWENTY-FOUR HUNDREDTHS OF ONE PERCENT (0.24%) FOR A PERIOD OF TEN (10) YEARS, COMMENCING JANUARY 1, 2027, FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET REPAIRS AND MAINTENANCE, introduced by previous Mayor Will

Urschel on December 22, 2025, and tabled on December 22, 2025. Vice President Crawford said this item would remain tabled until after the May election.

B. ORDINANCE 2026-01 AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR THE WESTERN PORTION OF THE FIRST FLOOR AT THE XENIA STATION BUILDING, LOCATED AT 151 MIAMI AVENUE, TO KAVA HAUS XENIA, LLC. Vice President Crawford asked Mr. Merriman for a brief summary of this item. Mr. Merriman said staff recommended that Council authorize a lease with Kava Haus Xenia, which was looking to expand its operations at the Xenia Station facility. He noted Xenia Station was originally designed with the intent of having a food service/retail tenant, which had not been achieved to date. This was a good opportunity to allow for more utilization of the western portion of the first floor. The terms of the lease were consistent with Council's direction. He respectfully requested that Council conduct the public hearing and then adopt the ordinance to authorize the lease.

Vice President Crawford opened the public hearing at 6:10 p.m. and invited those wishing to speak for or against the lease agreement with Kava Haus, Xenia, LLC at 151 Miami Avenue to come forward. No one came forward to speak.

Vice President Crawford entertained comments or questions from Council. Hearing none, he closed the public hearing at 6:11 p.m. and entertained a motion on Ordinance 2026-01.

Motion by Mayor Reynolds, seconded by Councilwoman Huffman, to adopt Ordinance 2026-01 as presented. No discussion followed. The Roll on this was the following:

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

C. ORDINANCE 2026-02 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF XENIA, OHIO, TO REZONE AN APPROXIMATELY 0.651-ACRE PROPERTY ON VINE STREET, LOCATED BETWEEN 693 VINE STREET AND 38 NORTH ORANGE STREET, FROM R-2 TWO-FAMILY RESIDENTIAL DISTRICT TO B-3 GENERAL BUSINESS DISTRICT. Vice President Crawford asked Mr. Merriman for a brief summary of this item. Mr. Merriman said the applicant requested rezoning to expand the marketability of the site and potential business options. No known businesses were anticipated at this time. The applicant may choose to market the property with the amended zoning or build something on it per the Xenia City Code. Based on staff's review, the rezoning request met the criteria per the criteria in the Land Development Code. He respectfully requested Council hold the public hearing and then adopt the Ordinance to enact the requested rezoning.

Vice President Crawford opened the public hearing at 6:13 p.m. and invited those wishing to speak for or against the zoning map amendment for Vine Street, located between 693 Vine Street and 38 N. Orange Street, from R-2 Two-Family Residential to B-3 General Business District, to come forward. No one came forward to speak.

Vice President Crawford entertained comments or questions from Council. Hearing none, he closed the public hearing at 6:13 p.m. and entertained a motion on Ordinance 2026-02.

Motion by Councilwoman Sorice, seconded by Mayor Reynolds, to adopt Ordinance 2026-02 as presented. Vice President Crawford entertained further comments or questions. No comments followed. The Roll on this was the following:

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

(8) NEW BUSINESS:

A. Introduction of ORDINANCE 2026-03 AMENDING SECTION 1002.07(b)(3) OF THE XENIA CITY CODE REGARDING PROVIDER MAPPING DATA. Vice President Crawford asked Ms. Fisher for a brief summary of this item. Ms. Fisher said in 2022, Council enacted legislation to establish right-of-way administration in the City. Through this legislation, currently codified as Xenia City Code Chapter 1002, utility companies that were currently located in or who wished to locate in the City's rights-of-way must register with the City and obtain permits before undertaking any installation or repair work in the rights-of-way and also provide mapping data. This allowed the City to know where that infrastructure was located. Since 2022, the provision to provide mapping data was the biggest pushback from utility companies. They eventually turned that information over, but they had concerns due to security issues. The State amended ORC §149.433, which now specifically stated that any infrastructure record of a private entity that was submitted to a public office for use by that public office was exempt from release or disclosure as a public record. Thus, under current Ohio law, any mapping data that was submitted to the City as a part of an application for a Certificate of Registration was not a public record. As current City Code did not address this protection, this Ordinance amended the City Code, specifically §1002.07(b)(2) to mirror ORC §149.433 and make explicitly clear that any utility mapping data that was submitted to the City would not be disclosed as a public record.

Vice President Crawford entertained comments or questions. Mayor Reynolds asked if any City officials had spoken with AES, Spectrum, etc., about this amendment to the City's Code. Ms. Fisher said yes. Mayor Reynolds said he assumed they were all in favor of this amendment due to the change in state law. Ms. Fisher said if any pushback from providers was received with regard to providing mapping data, they were shown the state law to assure them that their data would not be disclosed. Mr. Merriman agreed the biggest issue with the providers was their fear of the disclosure of records, and this amendment to the Xenia City Code should help alleviate that fear and help to streamline the City's process to approve the right-of-way permits.

Hearing nothing further, Vice President Crawford called for the introduction of Ordinance 2026-03.

Mayor Reynolds introduced ORDINANCE 2026-03 AMENDING SECTION 1002.07(b)(3) OF THE XENIA CITY CODE REGARDING PROVIDER MAPPING DATA.

B. Introduction of ORDINANCE 2026-04 AMENDING SECTION 422.12 OF THE XENIA CITY TRAFFIC CODE REGARDING THE USE OF ELECTRIC BICYCLES ON SIDEWALKS. Vice President Crawford asked Ms. Fisher for a brief summary of this item. Ms. Fisher said a few years ago, the City's Traffic Code was comprehensively reviewed and

updated. She noted the traffic laws in Ohio were considered general laws of the state; therefore, the City could not deviate from state law. However, there were certain areas of the state law that the City could regulate further. ORC §4511.711 addressed the operation of electric bicycles on sidewalks, stipulating that they may be driven on sidewalks "if the motor is not engaged." Accordingly, §422.12 of the City's Traffic Code mirrored this state-level provision. Despite this alignment, staff had observed that the existing language in §422.12 may not be sufficiently clear for the public or for enforcement purposes. To provide greater clarity, staff recommended amending §422.12 to explicitly state that electric bicycles with the motor engaged were prohibited from being operated on any sidewalk. This revision would clarify that electric bicycles may only be driven on sidewalks using pedal power, without motor assistance. This proposed change was intended to clearly communicate to the public that operating an electric bicycle on a sidewalk with the motor engaged was not permitted. Additionally, the clarification would assist the Xenia Police Division in more effectively citing individuals who violated this regulation because now there would be a clear prohibition.

Vice President Crawford entertained comments or questions. Councilwoman Sorice asked if this would be difficult to enforce; specifically, she asked how officers would be able to determine if the motor was engaged. Ms. Fisher said the term "pedal power" was included in the legislation for that reason. If the motor was not engaged, the rider would need to be pedaling for the bicycle to move. If a bicycle was moving and the rider was not pedaling, then an officer should assume the motor was engaged. Councilwoman Sorice assumed the majority of electric bicycles were heavy, and she had not observed many people peddling them. At times when she had been walking on the sidewalk, she had experienced people going by her with the motor engaged. There were general rules for the bike path, such as letting people know when there was a need to pass, but that was not occurring with bicycle users on sidewalks. In fact, she had seen people almost get hit and knocked over because the electric bikes are quiet. Therefore, she was happy this amendment to the City Code was being put in place, and she hoped people followed the rules. She asked what would happen if they did not. Ms. Fisher said the existing penalties section of the code would apply. Councilwoman Sorice asked if electric bicycles were required to have license plates. Ms. Fisher said no. Mr. Merriman noted some electric bicycles could go up to 20 mph, which was dangerous for pedestrians and other non-motorized bicycle users.

Vice President Crawford said he and his wife owned both regular bicycles and pedal-assist motorized bicycles. Therefore, it could appear that he was just pedaling, but the motor could be engaged. It may be difficult to determine if there was a violation with pedal-assist electric bicycles.

Mayor Reynolds asked if there had been a lot of reports about electric bicycles being a nuisance or causing incidents. Chief Stutes said the Police Division received a lot of complaints about them, noting most of the complaints were about electric bicycles that did not have any pedals. Mayor Reynolds asked if similar complaints were received about electric scooters, and if that was reason the City Code disallowed electric scooters on sidewalks as well. He noted many neighboring cities allowed electric scooters on sidewalks. Ms. Fisher said state law did not allow them. She noted the City of Xenia was unique in that it maintained its own Traffic Code; she reviewed it twice per year to make the necessary updates. Most cities just allowed their codifier to update their traffic codes, and in that circumstance, many municipalities may not even realize what was in their traffic codes. They should not be deviating from state law.

Councilwoman Sorice said for those who had a medical condition and were using electric scooters, electric bicycles, or something similar, she asked where they should ride. Ms. Fisher said electric personal assistive mobility devices had different regulations and restrictions and were permitted to be used on sidewalks.

Hearing nothing further, Vice President Crawford called for the introduction of Ordinance 2026-04.

Councilwoman Sorice introduced ORDINANCE 2026-04 AMENDING SECTION 422.12 OF THE XENIA CITY TRAFFIC CODE REGARDING THE USE OF ELECTRIC BICYCLES ON SIDEWALKS.

C. RESOLUTION 2026-003 ESTABLISHING THE CITY'S 2026 ORGANIZATIONAL PLAN, LISTING POSITION TITLES AND THE NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF XENIA PERSONNEL. Vice President Crawford asked Mr. Merriman for a brief summary of this item. Mr. Merriman said City Charter §10.06 required the Administrative Steering Committee (ASC) to recommend to Council a yearly Organizational Plan to set forth all City positions by title, both classified and unclassified, the number of positions for each title, and the pay grade or pay range number for each position. Council must then approve the recommended yearly Organizational Plan, by resolution, with or without amendment (modification). At its meeting on December 9, 2025, the ASC voted to recommend to Council the following changes from the 2025 Organizational Plan to the proposed 2026 Organizational Plan:

- Administrative Services Department: Change the title of the "Secretary" position to "Administrative Services Specialist" and increase the pay range.

- Public Safety Department:
  - Add "Community Resources Coordinator" position and authorize one (1) full-time position at Pay Grade 3.
  - Fire & EMS Division – Increase the number of authorized part-time positions for "Fire Inspector" from one (1) to two (2).
  - Emergency Communications Division – Increase the number of authorized full-time positions for "Emergency Communications Supervisor" from one (1) to two (2) and delete the "Public Safety Technology Specialist" and the "Public Safety Technology Analyst" positions.

- Public Service Department:
  - Combine "Equipment Operator In Training," "Equipment Operator I," and "Lead Equipment Operator" into one position title to accurately reflect the total number of positions authorized at any one time as eight (8); delete the "Equipment Operator II" position.
  - Decrease "Facility & Ground Attendant" from three (3) to two (2) part-time positions.
  - Combine "WWTP Operator I (w/o EPA cert. II)" and "WWTP Operator I (w/ EPA cert. II)" into one position title to accurately reflect the total number of positions authorized at any one time as four (4).

- Xenia Municipal Court:
  - Change the title of "Court Administrator" to "Court Administrator/Magistrate."
  - Change the individual "Magistrate" position from full-time to part-time.

- Remove the "Chief Deputy Clerk" position and increase the number of authorized full-time positions for "Deputy Clerk" from seven (7) to eight (8).

Mr. Merriman noted all the above items had been previously discussed with the Finance & Budget Committee and/or Council as a whole. At its meeting on January 13, 2026, the ASC voted to recommend to Council the following additional changes from the 2025 Organizational Plan to the proposed 2026 Organizational Plan:

- Public Service Department: Add (1) Assistant City Engineer position.

- Xenia Municipal Court: Upon the request of the Municipal Court Judge and Court Administrator, exchange a Probation Officer position for another Deputy Clerk position. This would decrease the number of Probation Officer positions from five (5) to four (4) and increase the number of Deputy Clerk positions from eight (8) to nine (9). There were some special circumstances that had caused an employee to be away from work regularly, thus necessitating the additional Deputy Clerk position. This arrangement was expected to last until May 2026, after which the Court would reevaluate its staffing and may request to amend the Plan back to five (5) Probation Officers and eight (8) Deputy Clerks.

Mr. Merriman recommended that Council pass Resolution 2026-003 this evening. He offered to answer any questions Council may have, noting Judge McNamee was present in the audience to answer any questions about the Court's request as well. He noted the above amendments were incorporated into the 2026 budget documents that Council had already reviewed. He further commented on the growing call volume across the board and not just public safety services, which had been discussed with Council on multiple occasions. This community was in a growth phase, and as new homes and businesses were added, service delivery demands and administrative burdens would continue to increase. Existing staff was trying to keep up, but there had been very little increase in the number of positions over the last decade. It was now the time to increase the number of positions so existing staff did not get burned out. He looked forward to additional conversations with Council at the upcoming retreat regarding staffing in the Public Safety and Public Service Departments.

Vice President Crawford asked if there was a determined financial impact of the above changes to the organizational plan. Mr. Merriman said when staff met with the Finance & Budget Committee to discuss the proposed changes, they were cognizant of any added increase to the budget. He noted the costs for some positions, such as Public Service, were broadly distributed over many fund sources including water, sewer, streets, general fund, etc. Other positions would have more of a direct impact on the general fund. He reiterated that the 2026 budget, as presented to Council, included assumptions about the above-mentioned changes to the 2026 organizational plan. Mr. Duke concurred, noting most of the changes were reclassifications of existing positions. For the new positions, including the additional Fire Inspector, the additional Dispatch Supervisor, and the Assistant City Engineer, had been a point of discussion for quite some time. As Mr. Merriman noted, key operating funds would not bear the brunt of most of those positions and/or adjustments to existing positions. Overall, there would be an overall increase in the cost of personnel, which they had been anticipating for several years and were equipped to handle. Regarding the Assistant City Engineer position, Mr. Merriman said a Construction Inspector was due to retire in about two years; at that time, they would reevaluate whether it would need to be backfilled. If development

remained on pace, the vacancy would likely need to be filled. However, if things slowed down and the volume of work did not warrant it, the position could be eliminated through attrition.

Vice President Crawford entertained other comments or questions. Hearing none, he called for a motion to pass Resolution 2026-003.

Motion by Councilwoman Huffman, seconded by Mayor Reynolds, to pass Resolution 2026-003 as presented. No comments followed. The Roll on this was the following:

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

D. RESOLUTION 2026-004 WAIVING THE COLA INCREASE FOR WATER USAGE RATES FOR 2026 PURSUANT TO XENIA CITY CODE SECTION 1010.05(c)(2). Vice President Crawford asked Mr. Duke for a brief summary of this item. Mr. Duke said in November, City Council adopted Ordinance 2025-31, which increased the City's water rate effective March 1, 2026. When this rate adjustment was presented to City Council for approval, the Finance Director advised City Council that, with the new rate taking effect on March 1, 2026, he would also recommend forgoing the 2026 cost of living adjustment (COLA) to the City's water usage rates. Per the City's Utility Code, Council was required to take action to waive the COLA increase. Therefore, he respectfully requested Council pass Resolution 2026-004 to waive the COLA increase to water rates in 2026.

Vice President Crawford entertained comments or questions. Hearing none, he called for a motion to pass Resolution 2026-004.

Motion by Mayor Reynolds, seconded by Councilwoman Sorice, to pass Resolution 2026-004 as presented. No comments followed. The Roll on this was the following:

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

E. RESOLUTION 2026-005 AUTHORIZING THE EXECUTION OF A LEASE FOR 56 E. SECOND STREET (PARKING LOT 8), WITH JAMES W. SCHMIDT. Vice President Crawford asked Mr. Merriman for a brief summary of this item. Mr. Merriman said over the past year, staff had been in negotiations with Mr. Jim Schmidt to purchase Parking Lot 8 and two (2) adjoining properties that had been leased since 1989, and from Mr. Schmidt since 2007. Acquiring these parcels would give the City permanent control for expanding public parking and improving the downtown area. Negotiations stalled in 2025, but Mr. Schmidt was now interested in selling and had requested a temporary lease extension. The last lease ended in 2025 without an option to extend, so staff sought Council approval for a new lease for Parking Lot 8. Staff recommended a six-month lease, through June 30, 2026, with up to three additional six-month extensions, if needed, to allow time for further negotiations and avoid returning to Council within the year. This action would also allow the parking lot to remain open for public use.

Vice President Crawford asked why the term was six months instead of the full calendar year. Mr. Merriman said staff was trying to accommodate Mr. Schmidt's request. He hoped to present to Council in 2026 legislative action to acquire the property.

Vice President Crawford entertained other comments or questions. Hearing nothing further, he called for a motion to pass Resolution 2026-005.

Motion by Mayor Reynolds, seconded by Councilman Rubio, to pass Resolution 2026-005 as presented. No comments followed. The Roll on this was the following:

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

(9) APPOINTED OFFICIALS' REPORTS

Vice President Crawford asked the City Manager for his comments. Mr. Merriman said he wanted to let the public know that staff would be issuing some alerts, probably tomorrow morning, regarding the upcoming forecasted storm. For virtually half of the country geographically, and two thirds of the country by population, the forecast was dire for the forthcoming weekend. He encouraged everyone to take steps to prepare for the storm, including filling prescriptions and preparing for power outages. Based on everything he had seen, it was likely at least six inches of snow and up to ten to twelve inches of snow would fall between Saturday afternoon and overnight Sunday night. He reported that City crews would be out as soon as the snow started to fall, and the roadways would be pre-treated, with many of them already having been treated. It was projected there would be snowfall rates of up to an inch per hour, which would be hard to stay on top of. He encouraged everyone to try and stay off the roads on Sunday and Monday and urged people to move their vehicles off the street to their garages or driveways. Crews could do a much better job of clearing snow on roads without cars in the way, and that also helped to protect the resident's vehicles as well as allowing crews to clear the streets more efficiently and comprehensively. He would keep Council apprised of the treatments over the weekend along with updates on any service modifications or closures for next week. On the backside of this weather system, there would be bitterly cold temperatures with lows in the single digits and wind chills into the negative teens expected. He anticipated some water main breaks as a result. There would be some rough winter weather in the week ahead, and he asked everyone to exercise some patience and plan ahead accordingly.

Mr. Merriman reminded Council that staff was still working on a planning retreat for Council, and he thought March 7th was the date that worked for generally everyone. He would be working with Council leadership to identify a specific agenda to publish soon, and he met with the Council President last week to discuss elements of that agenda. Staff would start to plan ahead to compile data and information to help guide Council in their decision making process for the retreat. He distributed calendars to Councilmembers for the month of February. Finally, he requested an Executive Session at the end of the meeting for the need to discuss a couple of important matters.

Vice President Crawford asked the Law Director for her comments. Ms. Fisher said she had nothing this evening.

Vice President Crawford asked the Finance Director for his comments. Mr. Duke said City staff was going through a transition with the phone systems, and there had been some minor issues with some call queues and the inability for people to reach certain departments. He asked the public to be patient if they were having trouble reaching those departments via phone. There were a lot of

other options to contact the City, and staff was very responsive to emails. Information was available on the City's website on how to reach each department. For example, one of the call queues that had issues was the Utility Billing Division, but an email could be sent to that group email box, and someone would respond quickly. He appreciated people's patience as staff worked through those issues. He was thankful to Mr. Braden for coming tonight, and he noted there were some minor inconsequential things that could happen to be ineligible for that award. It was a little bit of luck, but it was also staff paying attention to details and making sure things were done correctly. He appreciated the award, and he was grateful to all the people throughout the organization for making that happen. Vice President Crawford congratulated Mr. Duke.

(10) COUNCIL COMMENTS & REPORTS:

Councilwoman Huffman said she had no items this evening.

Councilman Rubio stated he would like to make a motion that the City Manager and staff look at traffic calming measures, specifically speedbumps, on Hollywood Boulevard. If anyone had been out to Jasper Kitchen, there were speedbumps on the way that looked to be removable. He thought that would be great to have in the Hollywood Boulevard neighborhood. Mr. Merriman clarified that Councilman Rubio wanted staff to put together something that would look at the options and prices of removable and perhaps permanent speedbumps. Councilman Rubio concurred.

Motion by Councilman Rubio, seconded by Mayor Reynolds, to direct staff to investigate speedbump options on Hollywood Boulevard. No discussion followed. The Roll on this was the following:

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

Councilwoman Sorice noted spring was March 1st, and it could not come soon enough. As a nurse herself, she encouraged everyone to use caution in shoveling snow. It was amazing how much internal pressure was caused by shoveling, which was a big strain on the heart. She urged everyone to be careful, stay hydrated, wear layers, and bring pets inside. She thanked Mr. Duke and his department, and added he was very gracious and accepted the award with humbleness. Of course, Mr. Duke did a fantastic job, and she thanked him and his department.

Mayor Reynolds attended the Martin Luther King, Jr. event this past Monday at Wilberforce. The event was heavily attended, and it was awesome. The choir was great, and the message was good. On Wednesday, he attended the Xenia Business Network meeting with about twelve local business owners. Earlier this week, he met with the Strong Towns organization, which was a think tank focused on housing, financial policies, and job creation, and he was looking forward to some follow up conversations with the group. He wished a Happy Birthday to Mr. Duke and congratulated him and his staff on the award from the Auditor's office.

Vice President Crawford stated he was glad to be at the meeting and see everyone.

(11) EXECUTIVE SESSION

Mr. Merriman asked the Executive Session be invoked under City Charter §13.03C.(1), with possible action afterwards. He anticipated being in the Executive Session for an extended period of time, but the audience members were still welcome to wait.

Motion by Mayor Reynolds, seconded by Councilwoman Sorice, to go into Executive Session at 6:53 p.m. to discuss general legal advice per Charter §13.03C.(1). No discussion followed. The Roll on this was the following:

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

The Council convened in Executive Session with the same members present. At 8:59 p.m., Vice President Crawford reconvened the Regular Session.

Vice President Crawford said there was an additional item, which was a Procedural Motion to initiate a zoning map amendment for a rezoning at 39 Weaver Street from P-1 Public Institutional District to B-1 Convenience Business District.

Mr. Merriman reported staff had recently learned this month that the State of Ohio would be moving forward with the process to divest of the property at 39 Weaver Street, locally known as the Armory building. For many decades, it had been home to local military reserve operations, and the state had made public its intentions to go through a solicitation process in the forthcoming months. Given the significant historic value of the facility and the importance of the location, which was next to a thoroughfare, the bike trail, and the premier park within the City's park system, staff recommended Council look to initiate some actions to rezone the site from P-1 Public Institutional District to a B-1 Convenience Business District. He recommended Council approve a Procedural Motion to direct staff to initiate the procedure to send this to the Planning and Zoning Commission to follow City code on that process.

Motion by Mayor Reynolds, seconded by Councilwoman Sorice, to initiate a zoning map amendment to rezone 39 Weaver Street from P-1 Public Institutional District to a B-1 Convenience Business District, as recommended by staff. No discussion followed. The Roll on this was the following:

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

(12) ADJOURNMENT: Motion by Mayor Reynolds, 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: Crawford, Sorice, Huffman, Rubio, Reynolds
Nays: None motion carried.

Amy E. Brown
City Clerk

James Crawford
Vice President, Xenia City Council

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Introduced:	January 22, 2026, by Mayor Ethan Reynolds
Public Hearing & Vote:	February 12, 2026
Effective Date:	March 14, 2026

Agenda Item: **ORDINANCE 2026 – 03**
AMENDING SECTION 1002.07(b)(3) OF THE XENIA CITY CODE REGARDING PROVIDER MAPPING DATA

Submitted & Presented by: Donnette Fisher, Law Director

Summary: In 2022, Council enacted legislation to establish right-of-way administration in the City. Through this legislation – currently codified as Xenia City Code Chapter 1002 – utility companies that are currently located in or who wish to locate in the City's rights-of-way must register with the City and obtain permits before undertaking any installation or repair work in the rights-of-way. This allows the City to know when such projects are taking place, coordinate any needed City work to happen concurrently, and allows us to ensure that the utility companies perform proper restoration of any disturbed areas in the rights-of-way.

In order to obtain a Certificate of Registration, all utility companies must provide the City with mapping data that shows the general location of their lines. Having mapping data that shows not only where the City's utility lines are located but also the private utility companies' lines is necessary to be able to effectively manage the rights-of-way. Providing this data, however, is the one item for which the City has received the majority of push back from private utilities, who do not want their mapping data made public.

After the adoption of the City's right-of-way administration legislation, the State amended ORC § 149.433, which now specifically states that any infrastructure record of a private entity that is submitted to a public office for use by that public office is exempt from release or disclosure as a public record. Thus, under current Ohio law, any mapping data that is submitted to the City as a part of an application for a Certificate of Registration is not a public record. As current City Code does not address this protection, this Ordinance amends the City Code, specifically § 1002.07(b)(2) to mirror ORC § 149.433 and make explicitly clear that any utility mapping data that is submitted to the City will not be disclosed as a public record.

Cover Memo Attachments: None.

Budgetary Impact: N/A

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

Recommendation: Adopt Ordinance 2025-03 to amend § 1002.07(b)(3) of the Xenia City Code to add the public records exemption regarding a utility company's mapping data, as contained in ORC § 149.433.

CITY OF XENIA, OHIO
ORDINANCE 2026 – 03

AMENDING SECTION 1002.07(b)(3) OF THE XENIA CITY CODE REGARDING PROVIDER MAPPING DATA

WHEREAS, this Council enacted Right-of-Way Administration legislation, currently codified as Chapter 1002 of the Xenia City Code, to allow the City to effectively manage and administer the use of the City's rights-of-way by public and private utility providers;

WHEREAS, § 1002.07(b) requires all utility providers in the City's rights-of-way to submit to the City certain mapping data regarding the location of their lines;

WHEREAS, ORC § 149.433 specifically exempts such mapping data from disclosure and release as a public record as the same is an infrastructure record as defined in that section; and

WHEREAS, this Council finds it to be in the best interests of the health, safety, and welfare of the City and its citizens to amend Xenia City Code § 1002.07(b)(3) to incorporate the language of ORC § 149.433 to assure utility providers that their mapping data is not releasable as a public record pursuant to state law,

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

Section 1. § 1002.07(b)(3), as contained in Chapter 1002, Rights-of-Way Administration, Title Two: Streets and Sidewalk Areas, of Part Ten – Streets, Utilities, and Public Services Code of the Xenia City Code, is hereby amended, as shown in the attached Exhibit A.

Section 2. Existing § 1002.07(b)(3) is hereby repealed.

Section 3. 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 4. This Ordinance shall take effect March 14, 2026.

Introduced: January 22, 2026
Adopted: February 12, 2026

Attest:

Wesley E. Smith
Xenia City Council President

Amy E. Brown
City Clerk

1002.07 REPORTING REQUIREMENTS.

(b) Mapping Data.

(3) **Any mapping data submitted by a Provider in accordance with this section shall be deemed an "infrastructure record of a private entity" and shall be exempt from release or disclosure as a public recorder under ORC 149.43 for a period of twenty-five (25) years after its creation if it is retained by the City for that length of time; provided, however, that the mapping data is accompanied by the following written statement, signed by the Provider's duly authorized representative:**

"This mapping data and information is voluntarily submitted to the City in expectation of protection from disclosure as provided by ORC 149.433."
(Statutory Reference: ORC 149.433)
(Ord.2026-03. Adopted **/**/26)

~~A Provider shall notify the City if the Provider believes that any specific document or portion of a document being submitted to the City is exempt from the public records disclosure requirements of ORC 149.43. The notification shall be in writing and indicate the specific document or portion of a document that the Provider believes is exempt from disclosure. The notification shall include the legal basis for the claimed exemption, including the applicable statutory reference and any additional information necessary to make a determination of exemption for each specific document or portion of a document. If a public records request is made for documents submitted by a Provider, the City will consider the written notification in making its own independent determination of whether a specific document or a portion of a document is exempt from the disclosure requirements of ORC 149.43. To the extent permitted by law, the City will endeavor to use reasonable best efforts to notify the Provider of the request prior to making the document available for inspection or copying.~~

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Introduced: January 22, 2026, by Councilmember Faith Sorice
Public Hearing & Vote: February 12, 2026
Effective Date: March 14, 2026

Agenda Item: **ORDINANCE 2026 – 04**
AMENDING SECTION 422.12 OF THE XENIA CITY TRAFFIC CODE REGARDING THE USE OF ELECTRIC BICYCLES ON SIDEWALKS

Submitted & Presented by: Donnette Fisher, Law Director

Summary: In recent years, the increased use of electric bicycles has led to a growing number of incidents involving individuals operating these bicycles at high speeds on city sidewalks. This situation has raised significant concerns regarding pedestrian safety and the proper use of electric bicycles within city limits. As Council is aware, state traffic laws are considered "general laws" of the State, and the City is not permitted to establish traffic regulations that conflict with state traffic laws. Specifically, ORC § 4511.711 addresses the operation of electric bicycles on sidewalks, stipulating that they may be driven on sidewalks "if the motor is not engaged." Accordingly, § 422.12 of the City's Traffic Code mirrors this state-level provision.

Despite this alignment, staff has observed that the existing language in § 422.12 may not be sufficiently clear for the public or for enforcement purposes. To provide greater clarity, staff recommends amending § 422.12 to explicitly state that electric bicycles with the motor engaged are prohibited from being operated on any sidewalk. Under this revision, it will be clearer that electric bicycles may only be driven on sidewalks using pedal power, without motor assistance. This proposed change is intended to clearly communicate to the public that operating an electric bicycle on a sidewalk with the motor engaged is not permitted. Additionally, the clarification will assist the Xenia Police Division in more effectively citing individuals who violate this regulation.

Cover Memo Attachments: None.

Budgetary Impact: N/A

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

Recommendation: Adopt Ordinance 2026–04 to amend § 422.12 of the City's Traffic Code to make it clearer that electric bicycles may NOT be driven on the sidewalks in the City with the motor engaged.

CITY OF XENIA, OHIO
ORDINANCE 2026 – 04

AMENDING SECTION 422.12 OF THE CITY OF XENIA'S TRAFFIC CODE REGARDING THE USE OF ELECTRIC BICYCLES ON SIDEWALKS

WHEREAS, Ohio Revised Code §§ 4511.06 and 4511.07 allow this Council to enact traffic laws and regulations that are not in conflict with the general laws of the State;

WHEREAS, the City has in place a Traffic Code, contained in Part Four, Titles Two, Four, Six, Eight, Ten, and Twelve of the Xenia City Code; and

WHEREAS, ORC § 4511.711 prohibits the operation of electric bicycles on sidewalks with the motor engaged, and this language is mirrored in § 422.12 of the Traffic Code; and

WHEREAS, this Council finds it to be in the best interests of the health, safety, and welfare of the residents of the City to amend § 422.12 of the Traffic Code to further clarify that electric bicycles may only be operated on sidewalks under pedal-power and not motor-power,

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

Section 1. § 422.12, titled "Driving or Parking on Sidewalks," of the City's Traffic Code, as contained in Part Four – Traffic Code, Title Six – Pedestrians; Bicycles; Motorcycles; Skateboards, is hereby amended as shown in the attached Exhibit A.

Section 2. Existing § 422.12 is hereby repealed.

Section 3. 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 4. This Ordinance shall take effect March 14, 2026.

Introduced: January 22, 2026
Adopted: February 12, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

422.12 DRIVING OR PARKING ON SIDEWALKS.

(a) Bicycles and Electric Bicycles.

(1) Bicycles and electric bicycles, if the motor is not engaged **and is operating under pedal-power**, may be driven upon any sidewalk and sidewalk area, except as otherwise posted. **Bicycles and electric bicycles with the motor engaged may not be driven upon any sidewalk or sidewalk area.** Bicycles and electric bicycles may only be parked upon a sidewalk or sidewalk area in a manner that does not interfere with pedestrian traffic.

(2) A law enforcement officer, or other person sworn to enforce this Traffic Code, may use an electric bicycle with the motor engaged on any sidewalk or sidewalk area while in the performance of the officer's duties.
(ORC 4511.711; Ord. 2026-04. Adopted **/**/26)

(b) Motorcycles, Motor-Driven Cycles or Scooters, Motorized Bicycles or Mopeds. No motorcycle, motor-driven cycle or scooter, motorized bicycle, or moped may be driven upon any sidewalk or sidewalk area, except upon a permanent or duly authorized temporary driveway, and no motorcycle, motor-driven cycle or scooter, or motorized bicycle or moped may be parked upon any sidewalk or sidewalk area at any time.
(ORC 4511.711)

(c) Low-Speed Micromobility Devices. Low-speed micromobility devices may be driven upon any sidewalk and sidewalk area, except as otherwise posted. Low-speed micromobility devices may only be parked upon a sidewalk or sidewalk area in a manner that does not interfere with pedestrian traffic.
(ORC 4511.514)

(d) Electric Personal Assistive Mobility Devices. Electric personal assistive mobility devices may be driven upon any sidewalk and sidewalk area, except as otherwise posted. Electric personal assistive mobility devices may only be parked upon a sidewalk or sidewalk area in a manner that does not interfere with pedestrian traffic.
(ORC 4511.512)

(e) Authority of Public Safety Director. The City's Public Safety Director is hereby authorized to make and issue, by administrative directive, rules and regulations regarding the use of City sidewalks, **including** ~~and~~ parking thereon, by bicycles, electric bicycles, low-speed mobility devices, electric personal assistive mobility devices, motorized wheelchairs, and personal delivery devices and shall assure appropriate signage is posted regarding such rules and regulations.
(Ord. 2022-14. Adopted 05/26/22; Ord. 2024-25. Adopted 10/10/24)

(f) Penalties.

(1) A. Except as otherwise provided in this division (f)(1), whoever violates division (a) or (b) of this section, or any rule or regulation of the Public Safety Director promulgated pursuant to division (e) of this section, is guilty of a minor misdemeanor. If, within one (1) year of the offense, the offender previously has been convicted of or pled guilty to one (1) predicate motor vehicle or traffic offense, whoever violates division (a) or (b) of this section or any rule or regulation of the Public Safety Director promulgated pursuant to division (e) of this section, is guilty of a misdemeanor of the fourth degree. If, within one (1) year of the offense, the offender previously has been convicted of or pled guilty to two (2) or more predicate motor vehicle or traffic offenses, whoever violates division (a) or (b) of this section or any rule or regulation of the Public Safety Director promulgated pursuant to division (e) of this section, is guilty of a misdemeanor of the third degree.

B. If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 402.99 of this Traffic Code.
(ORC 4511.711)

(2) A violation of division (c) of this section is a strict liability offense and ORC 2901.20 does not apply. The designation of a violation of division (c) of this section as a strict liability offense shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.
(ORC 4511.514)

(3) Whoever violates division (d) of this section is guilty of a minor misdemeanor.
(Ord. 2022-14. Adopted 05/26/22; Ord. 2024-25. Adopted 10/10/24)

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Introduction:	February 12, 2026
Public Hearing & Vote:	February 26, 2026
Effective Date:	March 28, 2026

Agenda Item: **ORDINANCE 2026 – 05**
ENACTING SECTION 810.07, TITLED "CITY-SPONSORED COMMUNITY EVENTS," OF THE CITY'S BUSINESS REGULATION AND TAXATION CODE AND AMENDING TABLE P8.2. OF THE CITY'S FEE SCHEDULE

Submitted by: Karly French, Executive Assistant to the City Manager
Presented by: Brent Merriman, City Manager

Summary: This ordinance enacts Section 810.07, as a part of Part Eight – Business Regulation and Taxation Code of the Xenia City Code, to authorize the City Manager to approve City-sponsored community events and to establish associated fees to offset associated administrative and operational costs. This proposed new XCC Section will provide a mechanism to offset City costs associated with the review, approval, and management of community event vendor permits and City-provided services (e.g., fire, police, sanitation) at those events. This ordinance also proposes an amendment to the City's Fee Schedule to add vendor fees for participating in City-sponsored community events. Collectively, these updates establish a vendor permit process for both food/drink vendors and art & craft/retail vendors setting up at City-sponsored events; authorize the City Manager to issue said permits; and establish a fee schedule for the two types of permits. Overall, these changes will help the City respond more effectively to community needs while preserving transparency and fiscal responsibility.

Cover Memo Attachments: None

Budgetary Impact: The implementation of these fees is anticipated to generate revenue to offset administrative and operational costs associated with City-sponsored community events.

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

Recommendation: Adopt Ordinance 2026-05 to enact Section 810.07 and to amend the City's Fee Schedule to establish vendor permit fees to offset costs to the City as City-sponsored community events.

CITY OF XENIA, OHIO
ORDINANCE 2026 – 05

ENACTING SECTION 810.07, TITLED "CITY-SPONSORED COMMUNITY EVENTS," OF THE CITY'S BUSINESS REGULATION AND TAXATION CODE AND AMENDING TABLE P8.2. OF THE CITY'S FEE SCHEDULE

WHEREAS, Chapter 810 of the City's Business Regulation and Taxation Code establishes regulations regarding carnivals, circuses, and other exhibitions for which the public must pay an admission fee;

WHEREAS, the City Manager's Office has recommended the enactment of Section 810.07 to address City-sponsored events and exhibition for which there is no admission fee to add vendor permit fees;

WHEREAS, the implementation of vendor permit fees will offset costs incurred by the City including, but not limited to, staff time, processing, inspections and compliance activities related to City-sponsored community events; and

WHEREAS, City Council finds it reasonable and necessary to establish fees to recover such administrative and operational costs,

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

Section 1. Section 810.07, to be titled "City-Sponsored Community Events," to be added to Chapter 810, "Carnivals, Circuses and Other Exhibitions," as contained in Title Two: Business Regulation of Part Eight – Business Regulation and Taxation Code, is hereby enacted, as shown in the attached Exhibit A.

Section 2. Table P8.2 of the City's Fee Schedule, as contained in Appendix A to the City's Administrative Code, is hereby amended, as shown in the attached Exhibit B.

Section 3. Existing Table P8.2 of the City's Fee Schedule is hereby repealed.

Section 4. 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 5. This Ordinance shall take effect March 28, 2026.

Introduced: February 12, 2026
Adopted:

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

810.07 CITY-SPONSORED COMMUNITY EVENTS.

(a) Permit Required. No person shall participate, set up, or otherwise engage in any business activity at any City-sponsored community event without having first obtained a vendor's permit from the City Manager.

(b) Permit Application. The City Manager's Office shall prepare and maintain a vendor's permit application for all City-sponsored community events at which food or retail vendors are participating. The application shall contain, at minimum, the following:

(1) The name of the vendor;
(2) The entity number assigned to the vendor's business by the Ohio Secretary of State;
(3) The address and phone number of the vendor;
(4) A copy of the vendor's insurance, with the City named as an additional insured, in the amounts set forth by the City Manager by administrative directive.
(4) If the vendor is a Food or Drink Vendor, a copy of the vendor's food license issued by the County in which the vendor resides.

(c) Permit Fee. No permit application shall be considered unless the vendor also submits with the vendor's application the applicable permit fee, as set forth in Table P8.2 of the City's Fee Schedule, as contained in Appendix A to the City's Administrative Code. Permit fees shall be nonrefundable.

(d) Rules and Regulations. The City Manager is hereby authorized to establish, by administrative directive, any rules and regulations necessary to administer and enforce the provisions of this section or to provide for the orderly vendor permitting process for all City-sponsored community events at which vendors are participating.

(e) Permit Issuance; Revocation. A permit issued pursuant to this section shall be valid only for the City-sponsored community event for which it was issued and shall not carry over to any other event. The City Manager may, after the issuance of a permit, revoke the same if he or she finds the vendor misrepresented any material fact to secure the issuance of such permit.

(f) Definitions. For the purposes of this section, the following definitions shall apply:

(1) "Food or Drink Vendors" shall mean vendors who are selling food or drink for immediate consumption on or off the premises that does not qualify as cottage food, as the same is defined by the Ohio Revised Code.
(2) "Art & Craft or other Retail Vendors" shall mean vendors who are selling homemade goods and shall include products defined as cottage food by the Ohio Revised Code.

Table P8.2

Xenia Code Section	Chapter 810: Carnivals, Circuses & Other Exhibitions	Fee
810.03(b)	Cash bond	$1,545
810.03(c)	Carnivals, circuses and other exhibitions	$321 per day
<u>810.07(c)</u>	**<u>City-Sponsored Community Events</u>**	
	<u>Food or Drink Vendors</u>	**<u>$200</u>**
	<u>Art & Craft or Other Retail Vendors</u>	**<u>$100</u>**

(Ord. 97-08. Adopted 02/27/97; Ord. 06-62. Adopted 09/28/06; Ord. 08-32. Adopted 05/22/08; Ord. 12-09. Adopted 03/22/12; Ord. 2021-04. Adopted 02/11/21; Ord. 2023-38. Adopted 12/28/23; Em. Ord. 2024-01. Adopted 02/08/24; Ord. 2024-02. Adopted 02/22/24; Ord. 2026-05. Adopted **/**/26)

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: February 12, 2026
Effective Date: February 12, 2026

Agenda Item: **RESOLUTION 2026 – 006**
AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE BUSINESSFIRST! PROGRAM FOR A FIVE-YEAR TERM

Submitted By: Steve Brodsky, Economic Development Coordinator
Presented By: Brent Merriman, City Manager

Summary: The City of Xenia has been a part of the BusinessFirst! Greater Dayton Region Business Retention Program ("the Program") since 2007, initially joining the Program through the Xenia Economic Growth Corporation. National studies have shown that approximately eighty percent (80%) of job growth is the result of expansion of the businesses already located in a jurisdiction. The Program is designed to assist participating jurisdictions in working together in an integrated and systematic manner to connect with the wealth-generating companies who are already present in the community and determine what they need to grow and be successful. This nationally-recognized Program provides the City with access to more than one hundred (100) resource partners who have committed to providing timely response and service to our businesses when needed and a customized, comprehensive customer management system/database dedicated to business retention.

The Program also establishes clear protocols for participating jurisdictions to follow when dealing with the expansion or relocation of a business from one community to another. While these protocols cannot prevent a business from moving to another community, they will ensure we have an opportunity to work with the company and try to retain them here. The cost for participating in the Program is $1,500 per year, which pays for the Program design and implementation, including marketing and website maintenance that is facilitated by Montgomery County. It also includes survey design, database, and technology development, which is facilitated by ExecutivePulse, Inc. based in Erie, Pennsylvania. The Program cost will remain the same through calendar year 2030.

Cover Memo Attachment(s): None.

Budgetary Impact: 101-1550-53290 $1,500 (Cost per year.)

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

Recommendation: Pass Resolution 2026-006 to authorize the City Manager to execute the intergovernmental agreement for the BusinessFirst! Program, so that Xenia can remain a participating jurisdiction in the Program, for a five-year term, beginning January 1, 2026.

CITY OF XENIA, OHIO
RESOLUTION 2026 - 006

AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE BUSINESSFIRST! PROGRAM FOR A FIVE-YEAR TERM

WHEREAS, the BusinessFirst! Program assists local jurisdictions in the greater Dayton Region with a business retention program, providing access to resource partners and creating a framework to deal fairly with local interjurisdictional expansions and relocations; and

WHEREAS, the City of Xenia has been a member of the BusinessFirst! Program since 2007 and desires to remain a part of this Program for the next five (5) years,

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, on behalf of the City, the Intergovernmental Agreement for the City's participation in the BusinessFirst! Program, attached hereto as Exhibit A, for a five-year term.

Section 2. It is 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: February 12, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

BUSINESSFIRST! FOR A GREATER DAYTON REGION
BUSINESS RETENTION AND EXPANSION PROGRAM

Intergovernmental Cooperation Agreement
2026-2030

This Intergovernmental Cooperation Agreement ("Agreement"), dated this _____ day of _____, 2026, is between the City of Beavercreek, Ohio – *county of Greene*; the City of Brookville, Ohio; Butler Township, Ohio; the City of Centerville, Ohio; the City of Clayton, Ohio; the City of Dayton, Ohio; Darke County, Ohio; the City of Eaton, Ohio – *county of Preble*; the City of Englewood, Ohio; the City of Fairborn, Ohio – *county of Greene*; the City of Germantown, Ohio; Greene County, Ohio; Harrison Township, Ohio; the City of Huber Heights, Ohio; the City of Kettering, Ohio; Miami Township, Ohio; the City of Miamisburg, the City of Middletown, Ohio – *county of Butler;* the City of Moraine, Ohio; the City of Oakwood, Ohio; Preble County, Ohio; the City of Riverside, Ohio; the City of Springboro, Ohio; the City of Trotwood, Ohio; the City of Vandalia, Ohio; Washington Township, Ohio; the City of West Carrollton, Ohio; the City of Xenia, Ohio – *county of Greene*; Yellow Springs, Ohio – *county of Greene*; and Montgomery County, Ohio (hereinafter collectively referred to as "Member Jurisdictions").

Recitals

The Member Jurisdictions desire to participate in a region-wide Economic Development initiative called the "BusinessFirst! Program" ("Program").

The mission of the Program is to support the growth and retention of local businesses by identifying their needs and providing information and resources to satisfy those needs.

The Member Jurisdictions desire to clarify the roles of its participants, the composition of the Program, the relationships between the Program and the current Member Jurisdictions, and the projected outcomes of the Program.

The Program will provide benefits to all Member Jurisdictions and the Regional Resource Partners (as defined below).

In consideration of the mutual promises and covenants set forth below, the Member Jurisdictions agree as follows:

I. The BusinessFirst! Program. The BusinessFirst! Program is an economic development initiative that was initially designed to retain businesses in Montgomery County, Ohio. BusinessFirst! has grown throughout the Dayton region to include additional counties and jurisdictions. National studies have shown that approximately eighty percent (80%) of job growth is the result of the expansion of business already located in a jurisdiction.

The Program is designed to assist the participating jurisdictions to work in an integrated and systematic manner among economic development organizations to connect with the wealth generating companies which are already present in the community and determine what they need to grow and be successful. Our communities are committed to meeting the needs of businesses of all sizes. The Program was designed, and an initial test implementation was undertaken in 2001. In 2002 and in subsequent years, additional Member Jurisdictions were added as part of full implementation of the Program regionwide.

The Program design and implementation, including survey design, database, and technology development, have been facilitated by *ExecutivePulse, Inc.*, (ExecutivePulse) a company based in Erie, Pennsylvania.

The Program will continue through calendar year 2030.

II. Definitions.

A. "Business Client" means any business included in the Program database.

B. "Regional Resource Partner" is any government department, or community and economic development organization at the city, county, or state level, but not a Member Jurisdiction, that has formally agreed to participate in the Program through execution by its employees or agents of the Member Jurisdiction Employee/Representative Protocol Agreement Certification (included in Appendix A).

III. Role of Member Jurisdictions. Each Member Jurisdiction, throughout the term of its participation in the Program, is responsible for the following:

A. To provide computer equipment and internet access for its own use to access the shared Program database.

B. To develop retention and expansion teams, called "Outreach Professionals," to survey companies within its respective jurisdiction.

C. To identify target industries and businesses to be surveyed.

D. To collect Program business and industry data and upload into the Program database from businesses and industries located in its jurisdiction.

E. To appoint one representative to serve on the Program Advisory Committee.

F. To require all of its employees and representatives who will be involved in the Program, who will conduct the Program business or industry surveys, or who will have access to the Program database to execute the "Member Jurisdiction Employee/Representative Protocol Agreement Certification" (Protocol Agreement Certification), a copy of which is attached as Appendix A. Copies of all executed Protocol Agreement Certifications will be maintained by the Montgomery County Department of Community and Economic Development. Each Member Jurisdiction will keep all executed Protocol Agreement Certifications and provide copies of those certifications to the Montgomery County Department of Community and Economic Development. Upon request, a Member Jurisdiction will also provide copies of executed Protocol Agreement Certifications to any other Member Jurisdiction.

G. To participate in training with *ExecutivePulse* or other Customer Relationship Management (CRM) system provider and the Montgomery County Department of Community and Economic Development in order to improve the knowledge and skillset of its employees and to attend periodic Program training and refresher courses.

H. Jurisdictions joining the Program that are outside of Montgomery County, Ohio, will provide financial support for the Program through a one-time entry fee of $3,000 to Montgomery County to manage and maintain the BusinessFirst! System by Montgomery County.

I. To provide annual financial support for the Program in an amount not to exceed $1,500 per year (due by June 1 of each calendar year) beginning in 2026 through 2030, with the exception of Montgomery County, Ohio, which will provide Program staffing and other services, as defined in Section IV. Failure to pay by the June 1 deadline in any given calendar year may result in a review of the delinquency circumstances by the Executive Committee for possible referral to the Program Advisory Committee for sanctions.

J. To contact Regional Resource Partners within 24-48 hours of visiting a business to request assistance on behalf of Business Clients.

K. To follow-up with Regional Resource Partners and Business Clients to ensure that their needs were addressed.

L. To update the Program database records with the actions taken on behalf of any Business Client by the Regional Resource Partner.

M. To maintain the confidentiality of Program information in accordance with the Member Jurisdiction Employee/Representative Protocol Agreement (Appendix A), subject to any disclosures required by Ohio's public records laws.

N. To notify Montgomery County Department of Community and Economic Development of all public records requests regarding Program data or information concerning Program data.

IV. <u>Role of Montgomery County Department of Community and Economic Development</u>. In addition to participating in the Program as a Member Jurisdiction, the Montgomery County Department of Community and Economic Development agrees to function as the Contract Manager for the Program. In this capacity, the Montgomery County Department of Community and Economic Development agrees to be responsible for administering the contract with *ExecutivePulse*, or other CRM system provider, for the Program on behalf of the Member Jurisdictions and acting as the point of contact for Member Jurisdictions in all matters relating to *ExecutivePulse* invoices for the services rendered for the Program, including training, technology upgrades, and customer service calls.

In addition to acting as the Contract Manager, the Montgomery County Department of Community and Economic Development also agrees to function as the Implementing Agency for the Program.

In this capacity, the Department of Community and Economic Development will be responsible for the following:

A. To facilitate the development and implementation of the Program, including coordination of all ongoing training about BusinessFirst!.

B. To provide, on a quarterly basis aggregate, regional reports based on BusinessFirst! visits.

C. To serve as liaison between the Member Jurisdictions, Regional Resource Partners, and *ExecutivePulse*.

D. To provide technical assistance to the Member Jurisdictions, as needed.

E. To provide "Outreach Professionals" and Regional Resource Partners with password access to the Program database. New database program users will be given "Outreach Professional" level of access for their respective jurisdiction and service areas (See Appendix B for access level descriptions).

F. To coordinate all technology upgrades and improvements made to the Program survey tool.

G. Provide support for an Executive Committee for the purpose of being a recommended body to the Program Advisory Committee. The Executive Committee makes recommendations on policies, procedures, new expenses, and program changes, including but not limited to improvements to the software system and creating working committees.

H. As the Member Jurisdictions' point of contact regarding the *ExecutivePulse* contract, Montgomery County will provide the Program Advisory Committee with an annual financial statement of the BusinessFirst! Program.

V. <u>Role of Executive Committee</u>. The purpose of the Executive Committee is that of a recommending body to the Program Advisory Committee. The Executive Committee makes recommendations on policies, procedures, written grievances, new expenses, and program changes, including but are not limited to improvements to the software system and creating working committees. The Executive Committee will meet as often as needed but no fewer than four times per year.

A. Selection and Term of Executive Committee Members:
   1. Members will be made up of one representative from a participating Member Jurisdiction from each county in the BusinessFirst! region. Member Jurisdictions in each of the represented counties will nominate and select their county's representative for the Executive Committee. For purposes of selection and representation on the Executive Committee, the City of Springboro will be included in Montgomery County.

      As the Program's Implementing Agency, Member Jurisdiction Montgomery County will have a permanent seat on the Executive Committee. Montgomery County's seat is in addition to the seat allocated to a Member Jurisdiction from Montgomery County. Montgomery County is ineligible to hold the seat allocated to a Member Jurisdiction from Montgomery County.

   2. By December 31 of each year, Montgomery County and the Member Jurisdictions of each county will select their respective representatives for the Executive Committee to serve a one-year term commencing January 1 of the next year through a process mutually agreed by the county's Member Jurisdictions.

B. If an Executive Committee member is unavailable to appear at a meeting or temporarily unable to serve, they may vote by proxy. This person's Member Jurisdiction may also nominate a substitute to serve during the person's period of unavailability. An Executive Committee member's unavailability may not exceed a total of 90 days during their term.

   If an Executive Committee member becomes or is reasonably expected to be unavailable for a period exceeding 90 days of their term, then the person's seat will be deemed vacant. Within 30 days of the seat becoming vacant, the Member Jurisdiction(s) represented by the vacant seat will select a new representative for the Executive Committee to serve the remainder of the vacant seat's one-year term through a process mutually agreed by those Member Jurisdictions.

VI. <u>Role of Regional Resource Partners</u>. As each Member Jurisdiction's Outreach Professionals visit local businesses related to the Program, these businesses may have a need for further assistance. The Member Jurisdiction will contact Regional Resource Partners—defined as any government department, or community and economic development organization at the city, county, or state level, but not a Member Jurisdiction, that has formally agreed to participate in the Program through

execution by its employees or agents of the Protocol Agreement—to request additional assistance for their business clients. Regional Resource Partners are asked to do the following:

A. To respond directly to the referred Program business within 24-48 hours from time of contact by a Member Jurisdiction or the Montgomery County Department of Community and Economic Development.

B. To appoint a contact person who will be responsible for attending meetings related to issues affecting the Program and serving as a liaison with the Montgomery County Department of Community and Economic Development.

C. To require all employees and representatives who will be involved in the Program or who will have access to the Program database, to execute the Protocol Agreement Certification. Copies of all executed Protocol Agreement Certifications will be maintained by the Montgomery County Department of Community and Economic Development. Each Regional Resource Partner will keep all executed Protocol Agreement Certifications and provide copies of those certifications to the Montgomery County Department of Community and Economic Development. Upon request, a Regional Resource Partner will also provide copies of executed Protocol Agreement Certifications to any Member Jurisdiction.

D. To update the Program database records with the actions taken on behalf of any Program business client by the Regional Resource Partner.

E. To maintain the confidentiality of Program information in accordance with the Member Jurisdiction Employee/Representative Protocol Agreement (Appendix A), subject to any disclosures required by Ohio's public records laws.

F. To assist the Member Jurisdictions on Program retention and expansion visits when requested.

G. In the event that a Regional Resource Partner is contacted by a business regarding an interjurisdictional relocation or expansion, the Regional Resource Partner agrees to inform the business of the BusinessFirst! Program relating to company relocations and the Montgomery County Department of Community and Economic Development.

VII. <u>Additional Participant Expectations</u>. As a participant in the Program, the Member Jurisdiction agrees to abide by the following Program protocols:

<u>Relations with Business Clients</u>: No Member Jurisdiction or Regional Resource Partner, nor their employees or representatives, may release any information about any Business Client without permission of the particular client to the extent permitted by law and except as noted in this section of the Agreement and as required by Ohio's public records laws.

<u>Pursuit of Businesses</u>: The BusinessFirst! program was created to establish a systematic method for retaining and expanding businesses within the Member Jurisdictions. The underlying philosophy of the program is that we as a region agree that it is desirable, whenever possible, to retain and expand businesses in the jurisdictions in which they reside. In the event a BusinessFirst! Member Jurisdiction is unable to retain a business, it is the explicit goal to retain the business in the county in which it resides, and if not the county, the Dayton region. Therefore, no employee or representative of any Member Jurisdiction may actively pursue businesses in another Member Jurisdiction. "Actively pursue" is defined as when a Member Jurisdiction contacts businesses within another participating BusinessFirst! community by methods including but not limited to cold calls, mail, or visits.

Relocation of Businesses: If a Member Jurisdiction is contacted by a business or the representative of a business residing in another Member Jurisdiction regarding a relocation or expansion, and the business or their representative requests available site or incentive information, Member Jurisdictions will adhere to the following protocol:

A. Notify the business that in the county where they reside, incentives such as enterprise zones or other incentive programs that require county approval or participation may require the consent of the affected jurisdiction. The BusinessFirst! Program is and will continue to be a forum for discussion between individual communities regarding JEDDs, tax sharing, and other innovative Economic Development initiatives. Articulate the BusinessFirst! philosophy to the business. Member Jurisdictions will state that they will work with the business, but they will inform the Member Jurisdiction that may be negatively impacted so that the Member Jurisdiction may attempt to conduct a BusinessFirst! interview to ascertain how the business may be assisted and retained in the community. The Member Jurisdiction that has been contacted by the business should explain the BusinessFirst! philosophy to the business:
    1. Communities want to assist the business so that they are successful regardless of where they are located. In so doing, it is the intent to do whatever may be done to keep the business in the community where they currently reside, but if not, keep them in the county or the Dayton region.

    2. If unable to keep the business in the community due to a variety of business issues (e.g. current space too small or too large, market conditions change, etc.), the Member Jurisdiction that may be negatively impacted due to a loss will work with the county where the business resides to begin assisting the business to find alternative locations. Member Jurisdictions that adhere to the protocol are in no way prohibited from assisting the business.

    3. Also, Member Jurisdiction/Member Jurisdictions are to do the following:
        a. Notify the affected Member Jurisdiction and BusinessFirst! participating county with a phone call.
        b. Post an electronic journal entry with a "BusinessFirst! Relocation Notification" through ExecutivePulse technology to the affected Member Jurisdiction and county.
        c. If applicable, a conference call with all affected communities can be facilitated about the potential relocation of the business at the request of any of the communities involved. The intent is to exchange information about the business' needs (e.g., why they need to relocate) and to ensure an open line of communication among the communities approached by the business.
        d. It is possible that if a relocation occurs, incentives may be used on a case-by-case basis.

    4. When a participating BusinessFirst! county becomes aware of a potential business relocation or consolidation from a participating BusinessFirst! community to a non-participating community, the county will have the responsibility to institute the BusinessFirst! protocol as stated above.

Business Consolidations: When a Member Jurisdiction learns of a potential consolidation, it will notify all of the other BusinessFirst! Member Jurisdictions in which the business has existing operations. The situation is to be treated as a business relocation as described above.

Information Sharing/Database Access – No employee or representative of a Member Jurisdiction or Regional Resource Partner may access or attempt to access information about Business clients outside of its respective jurisdictional responsibility. Program database design will include password and other protections. The Member Jurisdictions and Regional Resource Partners are strictly responsible for the security of the Program database passwords and will take all precautions necessary

to avoid disclosure to non-authorized persons.

Administration – The Montgomery County Department of Community and Economic Development will administer and assign passwords necessary to access the Program database and to retrieve and input data. The Member Jurisdictions agree that the Montgomery County Department of Community and Economic Development will have full and unrestricted access to all information contained in the Program database for the limited purpose of monitoring and evaluating the data and information to analyze business issues and trends on an aggregate basis.

Public Records - In the event a Member Jurisdiction receives a public records request relating to the Program, the Member Jurisdiction will promptly forward the request to the Program Implementing Agency, the Montgomery County Department of Community and Economic Development.

VIII. Addition of New Member Jurisdiction(s). The BusinessFirst! Program may add new Member Jurisdictions upon approval by a simple majority of existing Member Jurisdictions. Upon approval, the new Member Jurisdiction will be added by legislation from the Montgomery County Board of County Commissioners and the new Member Jurisdiction, as well as by a separately executed signature page to this Agreement.

IX. Role of Program Advisory Committee. The Program Advisory Committee will be the decision-making body for the Program. It will be composed of one representative from each Member Jurisdiction. It will meet every other month to discuss policies and procedures of the Program, to identify areas of the Program that require further improvements, and to review and act upon recommendations of the Executive Committee.

X. Penalties and Grievances. In general, the penalty for violation of any Program policy, protocol, or any requirement by the Member Jurisdiction may include, but is not limited to, written reprimand, suspension, or termination of Program database access.

If a Member Jurisdiction suspects or believes a violation has occurred of this Agreement or any of the Program policies, conditions, or requirements, it will advise the Executive Committee by filing a written grievance. The Executive Committee will make a recommendation to the Program Advisory Committee. The determination of whether a violation has occurred and any penalty to be imposed will be made by the majority vote of the Program Advisory Committee.

XI. Term. The Member Jurisdiction agrees that the Program intends to operate for a minimum of five (5) additional years, starting in 2026. A Program evaluation will occur in 2030 to determine the continued implementation of the Program.

This Agreement will remain effective until December 31, 2030, unless terminated earlier in accordance with Section XII. In the event all Member Jurisdictions agree to renew this Agreement to continue the Program, the renewal will be reduced to writing, executed by an authorized representative of all Member Jurisdictions, and if applicable or required, approved by the legislative body of each Member Jurisdiction.

XII. General Provisions.

A. Termination – This Agreement may be terminated in its entirety by mutual written agreement between all Member Jurisdictions active at the time of the termination. If a Member Jurisdiction seeks to terminate its participation in the Program, it must provide written notice of its intent to terminate its participation to the Montgomery County Department of Community and Economic Development. The termination will be effective at the date specified in the written notice, and

the terminating Member Jurisdiction will promptly complete any termination activities specified by the Montgomery County Department of Community and Economic Development. The terminating Member Jurisdiction will be prohibited from using for its economic benefit any confidential information gained through its participation in the Program.

B. Amendment or Modification – This Agreement may be amended or modified by the parties, provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing, is signed by an authorized representative of each Member Jurisdiction, and if required or applicable, is approved by the legislative or governing body of the Member Jurisdiction(s).

C. Capacity to Execute – The Member Jurisdictions certify that all actions necessary to execute this Agreement with Montgomery County were taken and that the person executing this Agreement is authorized to do so and has the power to bind the jurisdiction to the terms and conditions of this Agreement.

D. Liability – Each Member Jurisdiction agrees to release the other parties to this Agreement from any and all liability, which may be caused by or arise from the wrongful or negligent conduct of the parties' respective employees, contractors, or agents in the performance of this Agreement or during participation in the Program. Notwithstanding, none of the parties waive any available immunities under the law.

E. Integration – This Agreement represents the entire agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

F. Governing Law – This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

G. Relationship of Parties – At no time may the relationship between the parties under this Agreement be construed, held out, or considered as a joint venture, principal-agent, or employer-employee, except as stated otherwise in this Agreement.

H. Representations – In executing this agreement, the Member Jurisdiction represents that it has the legislative authority to meet its financial obligation to fund the Program from 2026 through 2030 in accordance with federal, state, and local law governing the encumbrance and expenditure of public funds.

I. Severability - If any term or provision of this Agreement or the application thereof to any person or circumstance is determined to any extent be invalid or unenforceable, the remainder of the Agreement and the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected and will be valid and enforceable to the fullest extent permitted by law.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2026.

Signed and acknowledged in the presence of:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO (Board)

_____
Witness

By: _____
Judy Dodge, Commission President

_____
Witness

By: _____
Carolyn Rice, Commissioner

_____
Witness

By: _____
Mary A. McDonald, Commissioner

OR

_____
Witness

By: _____
Michael B. Colbert, County Administrator

By: _____
Director

By: _____
Assistant County Administrator

Approved as to Form:
Mathias H. Heck, Jr.,
Prosecuting Attorney

By: _____ DATE: _____
Assistant Prosecuting Attorney

Jurisdiction: CITY OF XENIA, OHIO

_____
Witness

By: _____
Brent W Merriman, Xenia City Manager

Approved as to form:

_____
Donnette A. Fisher, Esq.
Xenia Law Director

Appendix A: Protocol Agreement

Related to the BusinessFirst! Retention and Expansion Program

Purpose: The purpose of this agreement is to prevent any persons employed or otherwise engaged by a Member Jurisdiction or Regional Resource Partner (as these terms are defined in the **BUSINESSFIRST! FOR A GREATER DAYTON REGION, BUSINESS RETENTION AND EXPANSION PROGRAM, Intergovernmental Cooperation Agreement 2026-2030**) from breaching the established protocols, rules, policies, and procedures of the BusinessFirst! Retention and Expansion Program ("Program") and to provide the operational protocol between all Member Jurisdictions and Regional Resource Partners participating in the Program.

Definitions:

A. Business Client – Any business included in the Program database.

B. Employee or representative – Any person currently employed by or retained on behalf of a Member Jurisdiction or Regional Resource Partner and has access to Program data and information or otherwise assists the Member Jurisdiction in participating in the Program.

Confidentiality:

A. Relations with Business Clients - No Member Jurisdiction or Regional Resource Partner, nor their employees or representatives, may release any information about any Business Client without permission of the particular client to the extent permitted by law, except as noted in Section VII of the BusinessFirst! Intergovernmental Agreement and as required by Ohio's public records laws.

B. Information Sharing/Database Access - No employee or representative may view or attempt to view information about Business Clients outside of their respective jurisdictional responsibility. Program database design will include passwords and other protections. Member Jurisdictions and Regional Resource Partners will be strictly responsible for the security of the Program database passwords and will take all precautions necessary to avoid disclosure to non-authorized people.

C. Administration - Montgomery County, Ohio, will administer and assign passwords necessary to access the Program database and to retrieve and input Business Client information. Montgomery County Department of Community and Economic Development will have full and unrestricted access to all information contained in the Program database for the limited purpose of monitoring and evaluating the data and information to analyze business issues and trends on an aggregate basis.

D. Public Records - If any Member Jurisdiction or Regional Resource Partner receives a public records request relating to the Program or information concerning Program data, the Member Jurisdiction will promptly forward the request to the Program Implementing Agency, the Montgomery County Department of Community and Economic Development.

Penalties and Grievances: In general, the penalty for violation of any Program policy, protocol, or any requirement by a Member Jurisdiction, Regional Resource Partner, or their respective employees and representatives may include but is not limited to written reprimand, suspension, or termination of Program database access.

If a Member Jurisdiction suspects or believes a violation has occurred of this Agreement or any of the Program policies, conditions, or requirements, it will advise the Executive Committee by filing a written grievance. The Executive Committee will make a recommendation to the Program Advisory Committee. The determination of whether a violation has occurred and any penalty to be imposed will be made by the

majority vote of the Program Advisory Committee.

Action: All Member Jurisdictions and Regional Resource Partners will require all employees and representatives who may have access to the Program database or are otherwise associated with the Member Jurisdiction's or Regional Resource Partner's participation in the Program to read and execute the Employee/Representative Protocol Agreement Certification. The Certification requires signers to attest that they will follow the requirements, protocols, rules, regulations, and policies of the Program. Copies of all executed Protocol Agreement Certifications will be maintained by the Montgomery County Department of Community and Economic Development. Each Member Jurisdiction and Regional Resource Partner will keep all executed Protocol Agreement Certifications and provide copies of those certifications to the Montgomery County Department of Community and Economic Development. Upon request, a Member Jurisdiction or Regional Resource Partner will also provide copies of executed Protocol Agreement Certifications to any Member Jurisdiction.

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EMPLOYEE/REPRESENTATIVE
PROTOCOL AGREEMENT
CERTIFICATION

I, _____, as (an employee)/(a representative) of the Member Jurisdiction/Regional Resource Partner identified below, have read a copy of the Protocol Agreement governing participation in the BusinessFirst! Program ("Program").

I hereby agree to abide by all terms, conditions, protocols, and policies of Program, especially those regarding the confidential nature of the Program information and data that I may possess, access, or gain during the course of my employment with the Member Jurisdiction/Regional Resource Partner and association with the BusinessFirst! Program. I further declare that no promise, inducement, or agreement has been made to me for executing this Certification.

Signed this _____ day of _____, _____.

Signed in the presence of:

_____ _____
Witness

_____
(Print Name)

Member Jurisdiction/Regional Resource Partner:

_____

APPENDIX B
Jurisdiction and Partner Access Levels

User Role Options

Each ExecutivePulse CRM System provides data access by User Roles. User Roles generally consist of the following, but may vary based on your unique CRM system configuration:

Regional Administrator — Full management control over contacts, companies, and all other entities in the database across all jurisdictions. Full reporting capabilities.

Administrator — Full management control over contacts, companies, and all other entities in the database within their assigned jurisdiction/community. Full reporting capabilities.

Resource Provider — Can see only basic "need-to-know" information about entities in the database.

BSC Outreach – Full management control over contacts and companies. Full reporting capabilities. Ability to manage facility resources at the Business Solutions Center.

BusinessFirst! Outreach – All capabilities of the Administrator, minus the ability to manage other database users.

Viewer — All capabilities of the Outreach Professional, minus the ability to manage companies.

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: February 12, 2026
Effective Date: February 12, 2026

Title: **RESOLUTION 2026 – 007**
AUTHORIZING THE EXECUTION OF AN LPA AGREEMENT WITH ODOT FOR THE S. PATTON STREET BRIDGE REPLACEMENT PROJECT

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

Summary: Each year, the Engineering Division staff utilizes the services of the Ohio Department of Transportation (ODOT) to conduct inspections of bridges across the City. In 2024, ODOT notified staff that the S. Patton Street bridge, which serves as the main access point to the Xenia Industrial Park, should be considered for replacement within five (5) years due to evidence of deteriorating concrete on both the abutments and beams. Consequently, staff commissioned a structural assessment from a local engineer, resulting in a report (for grant funding purposes) that estimated the cost for construction of the bridge replacement from $2.5 and $3.0 million. This past summer, the Engineering Division submitted a grant application to ODOT for the S. Patton Street Bridge Replacement Project ("Project") under ODOT's Municipal Bridge Replacement Program, with an estimated construction cost of $2,622,797.90.

While ODOT's Municipal Bridge Replacement Program typically covers an 80% ODOT – 20% local split, ODOT has additionally allocated toll revenue credit funds to cover an extra fifteen percent (15%) of total construction cost. Accordingly, the bridge construction costs will be split as follows: $2,491,658 (95% in grant funds) and $131,139.90 (5% local match). The City will also be responsible for engineering design, right-of-way acquisition, and inspection services at its own expense. The City's anticipated total contribution is $784,735.90, with $470,000 allocated in 2026 for engineering design and right-of-way acquisition, and $314,735.90 reserved for construction and inspection in 2029.

Cover Memo Attachments: LPA Agreement from the Ohio Department of Transportation

Budgetary Impact:		
	361-1441-53290-111125 (2026 CIP)	$470,000.00 (local)
	361-1441-55599-111125 (2029 CIP):	$2,491,658.00 (grant)
	361-1441-55599-111125 (2029 CIP)	$314,735.90 (local)

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

Recommendation: Approval of Resolution 2026-007 is necessary to advance the Project, enabling the availability of construction funds in 2029. The City will administer the bid letting process and oversee Project construction. ODOT officials requested formal legislative approval from Council to authorize the execution of a standard LPA Agreement, and prompt return of the Agreement, to maintain the projected Project timeline.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 007

AUTHORIZING THE EXECUTION OF AN LPA AGREEMENT WITH ODOT FOR THE S. PATTON STREET BRIDGE REPLACEMENT PROJECT

WHEREAS, the Ohio Department of Transportation (ODOT) Municipal Bridge Replacement Program is a federal grant opportunity providing funding for the rehabilitation and replacement of deteriorating bridges within Ohio's municipalities;

WHEREAS, the City's annual bridge inspection program completed by ODOT in 2024 revealed deteriorating conditions associated with the structural integrity of the S. Patton Street Bridge;

WHEREAS, the City applied for and received Municipal Bridge Replacement funds for the S. Patton Street Bridge Replacement Project in 2025; and

WHEREAS, this Council must, by legislative action, authorize the execution of an LPA Agreement with ODOT for said Project,

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 an LPA Agreement with ODOT for the S. Patton Street Bridge Replacement Project and is further authorized to sign all documents necessary to complete the City's portion of the Project.

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: February 12, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

Agreement Number: 43766

PID Number: 125442

County-Route-Section: GRE MR 1789 S Patton Bridge

SAM Unique Entity ID: DML4NNAQUYT3

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation ("ODOT"), 1980 West Broad Street, Columbus, Ohio 43223, and City of Xenia, Ohio ("LPA"), 107 E. Main Street, Xenia, Ohio 45385.

1. PURPOSE.

1.1. The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration ("FHWA") designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2. Section 5501.03(D) of the Ohio Revised Code ("ORC") provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3. The replacement of South Patton Street Bridge (SFN 2960168) ("PROJECT") is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4. The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE.

2.1. This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

(a) FEDERAL.

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 23 CFR 1.33 – Conflicts of Interest.
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service".
- 23 CFR 630.106 – Authorization to Proceed.
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities.
- 48 CFR Part 31 – Contract Cost Principles and Procedures.
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- 23 USC § 112 – Letting of Contracts.
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers".
- Federal Funding Accountability and Transparency Act (FFATA).

(b) STATE.

- ORC 102.03.
- ORC 153.65 -153.71.
- ORC 5501.03(D).

- ORC 2921.42 and 2921.43.
- Ohio Administrative Code 4733-35-05.

(c) ODOT.

- ODOT's Manual for Administration of Contracts for Professional Services.
- ODOT's Specifications for Consulting Services – 2016 Edition.
- ODOT's Consultant Prequalification Requirements and Procedures.
- ODOT's Construction and Material Specifications Manual.
- ODOT's Construction Administration Manual of Procedures.
- ODOT's Local-let Manual of Procedures.

2.2. The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3. The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form ("FORM") before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING.

3.1. The total cost for the PROJECT associated with Federal funds is estimated to be **$2,806,393.90**. ODOT shall provide to the LPA ninety-five percent (95%) of the eligible costs, utilizing Spending Authority Code (SAC) 4R87 CITY LOCAL BRIDGE (Assistance Listing Number: 20.263 Bridge Formula Program,) up to a maximum of **$2,491,658** in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding maximum does include Toll Revenue Credit at fifteen percent (15%), up to a maximum of **$373,748.70**. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2. If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 14.1 of this Agreement.

3.3. The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1, above.

3.4. The LPA is administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the PROJECT and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN.

4.1. The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2. The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3. The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been reviewed and accepted by ODOT or

ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

4.4. The LPA shall designate a Project Design Engineer, who is a registered professional engineer, to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection ("QBS") process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.

4.5. If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6. ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES.

5.1. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act ("NEPA") and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.

5.2. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3. ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4. The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5. The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.

5.6. The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System ("NPDES") Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity ("EDA") are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice (BMP) criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION.

6.1. All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.

6.2. If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

6.3. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

6.4. All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5. The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

6.7. The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

6.8. Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD.

7.1. The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2. Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3. Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4. The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes–Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5. The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program ("DFSP"), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6. Only ODOT prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in effect/current at the time of award. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7. In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8. Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9. Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management ("SAM"). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.10. Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11. After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION.

8.1. The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

8.2. The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE), if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of the LPA Materials Management Process in the Local-let Manual.

8.3. The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4. The Federal-Aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To ensure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

8.5. ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, the Direct Payment to Contractor form shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio ("STATE"). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.

8.6. The LPA shall not withhold retainage on projects with federal funding received as a subrecipient through ODOT. However, a prime contractor will still be permitted to hold retainage on sub-contractors who do not provide a performance bond. Should a prime contractor exercise its option to retain funds, it must be done in strict accordance with Sections 153.12 and 153.14 of the Ohio Revised Code, and pursuant to 49 CFR 26.29(b)(3), and LPAs shall monitor the prompt release in accordance with these ORC and CFR requirements. Additionally, no subcontract provision shall permit the contractor to delay subcontractor's retainage payments until the project's final payment.

8.7. The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

8.8. Payment or reimbursement to the LPA shall be submitted to:

Dominic Miller, City Engineer
City of Xenia
107 E. Main Street
Xenia, Ohio 45385

8.9. If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.10. If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in Section 3.1 and, if necessary, unilaterally modify any other term of this Agreement to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.11. Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT ("the Claim(s)"), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

8.12. After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

8.13. The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.14. The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

8.15. The LPA shall be responsible for monitoring all DBE/SBE Subcontractors on the project to ensure they are performing a Commercially Useful Function ("CUF") as directed in the Local-let Manual.

8.16. The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications ("C&MS") 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS.

9.1. This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2. Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under Section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION.

10.1. In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2. The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

10.4. During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(a) Compliance with Regulations: The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) Nondiscrimination: The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(d) Information and Reports: The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
(1) Withholding of payments to the LPA under the contract until the LPA complies; and/or
(2) Cancellation, termination, or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The LPA will include the provisions of Divisions 10.4(a) through (e), above, in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE.

11.1. The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2. The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3. In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT.

12.1. Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with Sections 12.2 through 12.4 of this Agreement.

12.2. If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3. The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contract(s) it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4. No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5. This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6. In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS.

13.1. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2. The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE. Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Brent W Merriman, City Manager	Doug Gruver, P.E., District Deputy Director
City of Xenia	Ohio Department of Transportation, D08
107 E. Main Street	505 South State Route 741
Xenia, Ohio 45385	Lebanon, Ohio 45036
bmerrima@CityOfXenia.org	Doug.gruver@dot.ohio.gov

15. GENERAL PROVISIONS.

15.1. Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs: To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected*.]

[x] (a) *No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs*.
- (1) The LPA ***does not*** currently maintain an ODOT approved Federally compliant time-tracking system[1]; ***and***
- (2) The LPA ***does not*** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT; ***and/or***
- (3) The LPA ***does not*** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

[ ] (b) *Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate*. [2]
- (1) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system; ***and***
- (2) The LPA ***does not*** currently have, and ***does not*** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

[ ] (c) *Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate*. [3]
- (1) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***
- (2) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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[1] A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

[2] [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

[3] [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

☐ (d) *Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.* [4]

(1) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system; ***and***

(2) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT; ***and***

(3) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the Local-let Manual.

15.2. If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to Section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3. Financial Reporting and Audit Requirements: One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

(a) All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of $1,000,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

(b) Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

(c) The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

(d) When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

[4] [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

15.4. Record Retention: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5. Ethics and Conflict of Interest Laws: LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.

15.6. State Property Drug-Free Workplace Compliance: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7. Trade:

(a) Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

(b) The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.
These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8. Lobbying: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal

contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

15.9. Debarment: LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10. Governing Law: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11. Assignment: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.12. Merger and Modification: This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13. Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14. Signatures: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15. Facsimile Signatures: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

[Signature Page Follows]

Agreement Number: 43766

PID Number: 125442

County-Route-Section: GRE MR 1789 S Patton Bridge

SAM Unique Entity ID: DML4NNAQUYT3

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Xenia	**STATE OF OHIO** **OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title: Brent W Merriman City Manager	Pamela Boratyn Director
Date:	Date:

Approved as to form:

_____
Donnette A. Fisher, Esq.
Xenia Law Director

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: February 12, 2026
Effective Date: February 12, 2026

Agenda Item: **RESOLUTION 2026 – 008**
AUTHORIZING THE EXECUTION OF AN INCOME TAX REBATE AGREEMENT WITH AEROVIRONMENT, INC.

Submitted By: Steve Brodsky, Economic Development Coordinator
Presented By: Brent Merriman, City Manager

Summary: AeroVironment, Inc., an aerospace research, development and manufacturing company, is considering leasing space at 1003 Bellbrook Avenue, the former SuperValu building, for bio-manufacturing and advanced light manufacturing operations. The company will create 200 new jobs with an annual payroll exceeding $19 million. Total investment in the project will exceed $14 million.

As an incentive to locate to Xenia, Department of Development Services staff is recommending Council grant this company an Income Tax Rebate Agreement. Under the City's Income Tax Rebate Program, the company would be eligible for a rebate of one percent (1%) of their payroll tax for five (5) years. The actual amount of the rebate will depend on the actual amount of City withholding. The company has estimated the total payroll will be approximately $19.2 million.

The City will still receive approximately one and one-quarter percent (1.25%) withholding. As part of the agreement, the company is required to maintain employment in the City for at least ten (10) years, with claw back provisions should they fail to do so. Department of Development Services staff believes that the proposed agreement will help provide the company with funds for necessary talent attraction and allow it to expand, while continuing to grow the employment and income tax base in the City.

Staff has requested some further financial details on the company's five -year payroll projections, to complete the company's application for the rebate. Staff is requesting authorization to execute the agreement conditioned on receipt of the requested payroll data.

Cover Memo Attachment(s): Draft Income Tax Rebate Agreement.

Budgetary Impact: To Be Determined.

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

Recommendation: It is the recommendation of staff that Council pass Resolution 2026-008 to authorize the City Manager to execute an Income Tax Rebate Agreement with AeroVironment, Inc., as an incentive to locate at 1003 Bellbrook Avenue, upon the company's completion of its application for the rebate.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 008

AUTHORIZING THE EXECUTION OF AN INCOME TAX REBATE AGREEMENT WITH AEROVIRONMENT, INC.

WHEREAS, AeroVironment, Inc., is considering opening a location in the City of Xenia, creating new jobs and investment in the City;

WHEREAS, this Council, pursuant to Section 881.26 of the Xenia City Code, created an Income Tax Rebate Program as an incentive to create new jobs within the City;

WHEREAS, AeroVironment, Inc., has applied for, and meets the eligibility requirements of, the Xenia Income Tax Rebate Program, and such rebate will provide funds for future employment expansion at the new Xenia location; and

WHEREAS, this Council finds it to be in the best interests of the City and its citizens to provide such incentive to expand the tax base and provide employment opportunities to City residents,

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

Section 1. The City Manager is hereby authorized to execute, on behalf of the City, an Income Tax Rebate Agreement with AeroVironment, Inc., in accordance with Section 881.26 of the Xenia City Code, 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 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 3. This Resolution shall become effective immediately upon its passage.

Passed: February 12, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

INCOME TAX REBATE PROGRAM
AGREEMENT BETWEEN THE CITY OF XENIA, OHIO
AND AEROVIRONMENT, INC.

This Agreement is entered into by and between the **City of Xenia, Ohio**, an Ohio municipal corporation ("City"), as approved by the Xenia City Council by Resolution 2026-008, passed on February 12, 2026, and **AeroVironment, Inc**., a Delaware corporation authorized to do business in the State of Ohio (Entity #1933610) ("Company"), whose Project, as hereinafter defined, is or will be located in the City of Xenia, Ohio, at 1003 Bellbrook Avenue.

RECITALS

I. The Company is willing to undertake the Project, as defined in Section A.(1); provided that the appropriate development incentives are available from the City to support the economic viability of said Project. The Project shall be located in the City of Xenia, Ohio, at the following location: 1003 Bellbrook Avenue ("the Project Site").

II. The Xenia City Council, by Ordinance 2015-33, adopted on July 23, 2015, and subsequent amendments thereto, created an Income Tax Rebate Program ("the Program") to enhance the tax base and provide employment opportunities for residents of the City of Xenia.

III. The Company is a qualifying non-retail business subject to the City's Municipal Income Tax Code ("Tax Code"), as contained in Chapter 881. Of the Xenia City Code, and the Tax Code's imposition of withholding tax under Section 881.04 and, therefore, is eligible for the Program.

IV. The Company submitted a Program application, attached hereto as Exhibit B, and the City has approved said application, by resolution of the City Council, on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

WITNESS, that for and in consideration of the mutual promises, covenants, and obligations agreed to and contained herein, and based on the benefits to be derived by both parties from the execution hereof, the parties herein agree as follows:

A. Company's Obligations.

(1) The Company shall undertake in the City the following substantial fixed-asset investment in land, building, machinery/equipment, and/or infrastructure ("the Project"): tenant buildout and new equipment at a multi-tenant building at 1003 Bellbrook Avenue, creating a minimum of two hundred (200) jobs and providing employment opportunities within the City of, Ohio.

(2) The Project will begin in June 2026 ("the Beginning Date") and all acquisition, construction, and installation will be completed by December 31, 2028 ("the Completion Date"). Any change to the Beginning Date and/or the Completion Date must be agreed to by the parties, as evidenced by a written addendum to this Agreement.

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(3) As required under Section 881.26 the City's Tax Code, and as set forth in detail in "Company's Job Creation/Retention at the Project Site," attached hereto as Exhibit A, which is hereby incorporated and made a part of this Agreement, the Company shall create, at the Project Site and within a time period not exceeding thirty-six (36) months from the Beginning Date, new full-time jobs as follows:

☐ Average Income Jobs: At least forty-five (45) new, full-time, permanent jobs* with as hourly base wage rate (excluding benefits) of one hundred fifty percent (150%) of the federal minimum wage in effect at the time of the execution of this Agreement.

☒ High Income Jobs: At least twenty (20) new, full-time, permanent jobs* with an hourly base wage rate (excluding benefits) of four hundred percent (400%) of the federal minimum wage in effect at the time of the execution of this Agreement.

☐ A combination of the above Average Income Jobs and High Income Jobs in which the total payroll exceeds Seven Hundred Fifty Thousand Dollars ($750,000) for the new Average Income Jobs.

* *"New" jobs do not include transfers from affiliated companies or sites within the City of Xenia, nor for wage and salary increases of existing jobs within the City. "New" jobs mean jobs for which the Company does not currently withhold City income taxes.*

(4) The Company hereby agrees, as required by Section 881.26 of the City's Tax Code, that least twenty percent (20%) of the new jobs created in accordance with Section A.(3) of this Agreement will be held by City residents. To meet this goal, the Company agrees to adopt hiring practices giving preference to qualified residents of the City relative to nonresidents when hiring new employees.

(5) The Company hereby commits to retain the Project and the jobs created thereby (i.e., the Company shall not significantly reduce employment) within the City's corporate limits for at least ten (10) years from the Beginning Date.

(6) The Company shall annually file Annual Reports, outlining the number and types of jobs created in accordance with this Agreement, the wages of those jobs, and the yearly City income tax withholding for those jobs, with the Xenia Department of Development Services ("XDODS"). Such Annual Reports shall be filed in the manner and time set by the XDODS.

(7) The Company hereby acknowledges and agrees that the minimum, annual gross payroll to qualify for the Rebate outlined in Section B., below, is at least Seven Hundred and Fifty Thousand Dollars ($750 ,000).

B. City's Obligations.

(1) In accordance with Section 881.26 of the City's Tax Code, if the Company adds the requisite number of employees and payroll required under Section A. hereof, the City will grant to the Company the following income tax rebate ("the Rebate"):
   (a) A credit of 44.44% per tax year on withholding tax collected from the qualifying new jobs and remitted to the City by the Company. The Rebate will be calculated on the actual income tax collected by the City from withholding tax remitted by the Company during the tax year prior to the Beginning Date, and each subsequent tax year during the duration of the Agreement.
   (b) The Rebate shall commence beginning with 2028 tax year and shall not extend beyond the 2032 tax year. In no instance shall any rebate be extended beyond five (5) years.

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(2) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain rebates of taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such rebates.

C. Breach of Agreement.

(1) The following acts or omissions by the Company shall be deemed a breach of this Agreement:
   (a) The Company fails to begin the Project by the Beginning Date and/or complete the Project by the Completion Date, as set forth in Section A.(2) hereof;
   (b) The Company fails to create the jobs required under Section A.(3) hereof within thirty-six (36) months, as required;
   (c) The Company fails to meet the requirements of Section A.(4) hereof, unless this requirement has been excused, in writing, by the City for that reason that Company has established it was unable to meet this requirement due to lack of qualified residents;
   (d) The Company leaves the City's corporate limits or significantly reduces its employment during the time of its commitment under Section A.(5) hereof;
   (e) The Company fails to submit Annual Reports, as required under Section A.(6) hereof;
   (f) The Company fails to withhold or remit withheld income taxes to the City, or otherwise violates any provision of the City's Tax Code;
   (g) The City determines that Company's certifications and/or representations under Section this Agreement were fraudulent;
   (h) The Company otherwise fails to comply with any term, condition or obligation of this Agreement.

(2) Upon breach of this Agreement by the Company, the City may terminate this Agreement; may terminate or rescind any outstanding/subsequent Rebates for the duration of this Agreement; may modify the Rebate granted hereunder; and/or may require repayment, in full or in part, of any Rebate that was granted. The amount of any repayment by the Company of any Rebate already granted shall be determined by the City, in its sole discretion, and will be based on factors including, but not limited to, the number of years the Company has been located in the City of Xenia, the number of jobs created by the Company, the amount of payroll created by the Company and/or, if the Company is relocating, the reasons for its relocation outside of the City's corporate limits.

D. Company's Certifications and Representations. As a material inducement for the City to enter into this Agreement, the Company hereby certifies or represents as follows:

(1) The Company affirmatively covenants that it does not owe: (a) any delinquent real or personal property taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not;

(2) The Company has full power and authority to enter into this Agreement in accordance with its terms and is capable of meeting all its obligations hereunder;

(3) The Company hereby represents and warrants that the person signing on behalf of the Company has full power, legal capacity and authority to sign this Agreement on behalf of the Company; and

(4) Neither this Agreement nor any written application or statement furnished in connection therewith contains or will contain any untrue statement of a material fact nor omits or will omit any material fact necessary to make the statements contained therein.

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E. Miscellaneous.

(1) *Assignment*: This Agreement, or any of the rights or interests herein, shall not be assigned or transferred by the Company except upon the express written consent of the City.

(2) *Governing Law*: This Agreement shall be construed and interpreted according to the laws of the State of Ohio.

(3) *Entire Agreement*: This Agreement, together with the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto and supersedes any and all prior and contemporaneous agreements, arrangements and understandings between the parties.

(4) *Execution*: This Agreement shall be executed by the use of electronic signatures, which shall be deemed valid and binding upon the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their duly authorized representatives:

COMPANY:
AeroVironment, Inc

By: _____

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

Job Creation/Retention at the Project Site

(1) The Company currently has 0 full-time permanent employees and 0 part-time or temporary employees and the Company currently [ ] does [x] does not withhold City income tax on these jobs due to the jobs being located outside the corporate boundaries of the City.

(2) The Company will create/relocate the following jobs at the following rates at the Project site: *Two hundred (200) new jobs, hired or transferred from current locations in Ohio.*

(3) The Company's schedule for hiring is as follows: create two hundred (200) new (or transferred) full-time permanent jobs within three (3) years of the Beginning Date. All new jobs to be created under this Agreement shall be created (or transferred) within three (3) years of the Beginning Date.

(4) Company's anticipated payroll is:

Year One: $ _____

Year Two: $ _____

Year Three: $ _____

Year Four: $ _____

Year Five: $ _____

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EXHIBIT B

City of Xenia Income Tax Rebate Program Application

Qualifying non-retail businesses that are subject to the provisions of the City's Municipal Income Tax Code, specifically the imposition of withholding tax, may be eligible for the City's Income Tax Rebate Program. All information in the following application must be provided before a rebate can be considered.

1. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

   AeroVironment Inc.
   Enterprise Name

   Lucas Beagle
   Contact Person

   706-206-6180
   Telephone Number

   241 18th Street
   Arlington, VA 22202
   Address

   lucas.beagle@avinc.com
   E-mail address

2. Xenia Project Site: **1003 Bellbrook Ave Ste A8, Xenia, OH 45385**

3. Business Information:
   3a. Nature of business (manufacturing, distribution, R&D, etc.): **Aerospace research, development, and manufacturing.**

   3b. List primary 6-digit North American Industry Classification System (NAICS) # **541713** (Business may list other relevant NAICS numbers.)

   3c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred as attachments): **N/A**

   3d. Form of business (corporation, partnership, proprietorship, or other): **Corporation.**

4. Name of principal owners(s) or officers of the business (attach list if necessary).

   https://www.avinc.com/about/team

5. Number of employees at current Xenia operations: **0**

6. Total amount of City of Xenia Income Tax withheld in the last full quarter: **0**

7. Number of new employees to be hired for Xenia location: **200**

8. Please attach spreadsheet listing each full-time position to be hired, starting salary range and anticipated annual withholding tax:

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9. Does the business owe:

9a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes _____ No **X**

9b. Any moneys to the State or a state agency for the administration or enforcement of environmental laws of the State?

Yes _____ No **X**

9c. Any other moneys to the State, or a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes _____ No **X**

9d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

N/A

10. Project description (attach additional pages if necessary): **Conducting a competitive search for a building to host a mixed use facility to include biomanufacturing, light advanced manufacturing and security space.**

11. Project will begin in **2026** and be completed by **2028** provided a tax exemption is provided.

12. State the time frame (not to exceed (3) years) of the projected hiring: **3** years.

13. Market value of existing facility as determined for local property taxation: **$4.5M as per the county auditor's site for the entire warehouse space**.

14. Business's total current investment in the facility as of the proposal's submission: $ 0

15. An estimate of the amount to be invested by the business to establish, expand, renovate or occupy a facility:

A.	Acquisition of Buildings:	$
B.	Additions/New Construction:	$ 6,000,000
C.	Improvements to Existing Buildings:	$ 1,500,000
D.	Machinery & Equipment:	$ 7,000,000
E.	Furniture & Fixtures:	$ 350,000
F.	Inventory:	$
	Total New Project Investment:	**$ 14,850,000**

16. Business reason for requesting tax incentives (be quantitatively specific as possible): **Offsetting the cost of employing highly skilled people in Ohio vs Indiana in the context of a highly competitive site selection process.**

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Submission of this application expressly authorizes the City of Xenia to contact the Ohio Environmental Protection Agency to confirm statements contained within this application (Section 9b) and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release, specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

AeroVironment, Inc. Date: 01/16/2026



Lucas K. Beagle, Sr.
Director Advanced Research and Development

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Title/Role	Qualifications	# of hires	Salary/benchmark data	
Software Developer	Bachelors; 3 years	18	$85,000	$ 1,530,000.00
Full Stack Developer	Bachelors; 5 years; Secret Clearance	9	$115,000	$ 1,035,000.00
Engineer	Bachelors; 5 years	18	$102,000	$ 1,836,000.00
Software Engineer	Bachelors; 5 years	18	$117,000	$ 2,106,000.00
Product Manager	Bachelor's; 10 years	5	$180,000	$ 900,000.00
Program Manager	Masters or PhD; 7 years	7	$125,000	$ 875,000.00
Scientist	PhD; 5 years	36	$100,000	$ 3,600,000.00
Technician	HSD; Associate; 3 years	52	$75,000	$ 3,900,000.00
Commerical Support	HSD; Bachelor's; 5 years	15	$100,000	$ 1,500,000.00
Administrator	Bachelor's degree; 5 years	22	$90,000	$ 1,980,000.00
		200		$ 19,262,000.00

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XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: February 12, 2026
Effective Date: February 12, 2026

Agenda Item: **RESOLUTION 2026 – 009**
AUTHORIZING THE EXECUTION OF AN INCOME TAX REBATE AGREEMENT WITH AMCON DISTRIBUTING COMPANY

Submitted By: Steve Brodsky, Economic Development Coordinator
Presented By: Brent Merriman, City Manager

Summary: AMCON Distributing Company is the nation's third largest convenience store distributor (by geography) and the sixth largest (by annual sales) in the United States. The company is considering the purchase of 635 Bellbrook Avenue for their next location to service various convenience stores within the region. The company will create seventeen (17) new jobs with an annual payroll exceeding $750,000, and will bring stability to a building that has a long history of turnover. Total investment in the project will exceed $39 million.

As an incentive to locate in Xenia, Department of Development Services staff is recommending Council grant this company an Income Tax Rebate Agreement. Under the City's Income Tax Rebate Program, the company would be eligible for a rebate of one percent (1%) of their payroll tax for five (5) years. The actual amount of the rebate will depend on the actual amount of City withholding. The company has estimated the total payroll will be approximately $751,320.

The City will still receive approximately one and one-quarter percent (1.25%) withholding. As part of the agreement, the company is required to maintain employment in the City for at least ten (10) years, with claw back provisions should they fail to do so. Department of Development Services staff believes that the proposed agreement will help provide the company with funds for the purchase of new equipment and allow it to expand, while continuing to grow the employment and income tax base in the City.

Cover Memo Attachment(s): Draft Agreement.

Budgetary Impact: To Be Determined.

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

Recommendation: It is the recommendation of staff that Council pass Resolution 2026-009 to authorize the City Manager to execute an Income Tax Rebate Agreement with AMCON Distributing Company as an incentive to locate at 635 Bellbrook Avenue.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 009

AUTHORIZING THE EXECUTION OF AN INCOME TAX REBATE AGREEMENT WITH AMCON DISTRIBUTING COMPANY

WHEREAS, AMCON Distributing Company is considering opening a location in the City of Xenia, creating new jobs and investment in the City;

WHEREAS, this Council, pursuant to Section 881.26 of the Xenia City Code, created an Income Tax Rebate Program as an incentive to create new jobs within the City;

WHEREAS, AMCON Distributing Company has applied for, and meets the eligibility requirements of, the Xenia Income Tax Rebate Program, and such rebate will provide funds for future employment expansion at the new Xenia location; and

WHEREAS, this Council finds it to be in the best interests of the City and its citizens to provide such incentive to expand the tax base and provide employment opportunities to City residents,

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

Section 1. The City Manager is hereby authorized to execute, on behalf of the City, an Income Tax Rebate Agreement with AMCON Distributing Company, in accordance with Section 881.26 of the Xenia City Code, 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 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 3. This Resolution shall become effective immediately upon its passage.

Passed: February 12, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

INCOME TAX REBATE PROGRAM AGREEMENT
Between the City of Xenia, Ohio
and AMCON Distributing Company

This Agreement is entered into by and between the **City of Xenia, Ohio**, an Ohio municipal corporation ("City"), and **AMCON Distributing Company**, a Delaware corporation authorized to do business in the State of Ohio (Entity #5223749) ("Company"), whose Project, as hereinafter defined, is or will be located in the City of Xenia, Ohio at 635 Bellbrook Avenue.

RECITALS

I. The Company is willing to undertake the Project, as defined in Section A.(1), provided that the appropriate development incentives are available from the City to support the economic viability of said Project. The Project shall be located in the City of Xenia, Ohio, at the following location: 635 Bellbrook Avenue ("Project Site").

II. The Xenia City Council, by Ordinance 2015-33, adopted on July 23, 2015, and subsequent amendments thereto, created an Income Tax Rebate Program ("the Program") to enhance the tax base and provide employment opportunities for residents of the City of Xenia.

III. The Company is a qualifying non-retail business subject to the City's Municipal Income Tax Code ("Tax Code"), as contained in Chapter 881. of the Xenia City Code, and the Tax Code's imposition of withholding tax under Section 881.04 and, therefore, is eligible for the Program.

IV. The Company submitted a Program application, attached hereto as Exhibit B, and the Xenia City Council approved said application by Resolution 2026-009, passed on February 12, 2026, on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

WITNESS, that for and in consideration of the mutual promises, covenants, and obligations agreed to and contained herein, and based on the benefits to be derived by both parties from the execution hereof, the parties herein agree as follows:

A. Company's Obligations.

(1) The Company shall undertake in the City the following substantial fixed-asset investment in land, building, machinery/equipment, and/or infrastructure ("the Project"): *purchase and new equipment of the building at 635 Bellbrook Avenue*, creating a minimum of seventeen (17) jobs and providing employment opportunities within the City.

(2) The Project will begin on March 1, 2026 ("Beginning Date"), and all acquisition, construction, and installation will be completed by December 31, 2026 ("Completion Date"). Any change to the Beginning Date and/or the Completion Date must be agreed to by the parties, as evidenced by a written addendum to this Agreement.

(3) As required under Section 881.26 the City's Tax Code, and as set forth in detail in *Company's Job Creation/Retention at the Project Site Form*, attached hereto as Exhibit A, which is hereby incorporated and made a part of this Agreement, the Company shall create, at the Project Site and within a time period not exceeding thirty-six (36) months from the Beginning Date, new, full-time jobs as follows:

☐ Average Income Jobs: At least forty-five (45) new, full-time, permanent jobs* with as hourly base wage rate (excluding benefits) of one hundred fifty percent (150%) of the federal

minimum wage in effect at the time of the execution of this Agreement.

☐ High Income Jobs: At least twenty (20) new, full-time, permanent jobs* with an hourly base wage rate (excluding benefits) of four hundred percent (400%) of the federal minimum wage in effect at the time of the execution of this Agreement.

☒ A combination of the above Average Income Jobs and High Income Jobs in which the total payroll exceeds Seven Hundred Fifty Thousand Dollars ($750,000) for the new Average Income Jobs.

* *"New" jobs do not include transfers from affiliated companies or sites within the City of Xenia, nor for wage and salary increases of existing jobs within the City. "New" jobs mean jobs for which the Company does not currently withhold City income taxes.*

(4) The Company hereby agrees, as required by Section 881.26 of the City's Tax Code, that at least twenty percent (20%) of the new jobs created in accordance with Section A.(3) of this Agreement will be held by City residents. To meet this goal, the Company agrees to adopt hiring practices giving preference to qualified residents of the City relative to nonresidents when hiring new employees.

(5) The Company hereby commits to retain the Project and the jobs created thereby (i.e., the Company shall not significantly reduce employment) within the City's corporate limits for at least ten (10) years from the Beginning Date.

(6) The Company shall annually file Annual Reports, outlining the number and types of jobs created in accordance with this Agreement, the wages of those jobs, and the yearly City income tax withholding for those jobs, with the Xenia Department of Development Services ("XDODS"). Such Annual Reports shall be filed in the manner and time set by the XDODS.

(7) The Company hereby acknowledges and agrees that the minimum, annual gross payroll to qualify for the Rebate outlined in Section B., below, is at least Seven Hundred and Fifty Thousand Dollars ($750,000).

B. City's Obligations.

(1) In accordance with Section 881.26 of the City's Tax Code, if the Company adds the requisite number of employees and payroll required under Section A. hereof, the City will grant to the Company the following income tax rebate ("the Rebate"):

(a) A credit of 44.44% per tax year on withholding tax collected from the qualifying new jobs and remitted to the City by the Company. The Rebate will be calculated on the actual income tax collected by the City from withholding tax remitted by the Company during the tax year prior to the Beginning Date, and each subsequent tax year during the duration of the Agreement.

(b) The Rebate shall commence beginning with 2026 tax year and shall not extend beyond the 2030 tax year. In no instance shall any rebate be extended beyond five (5) years.

(2) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain rebates of taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such rebates.

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C. Breach of Agreement.

(1) The following acts or omissions by the Company shall be deemed a breach of this Agreement:

(a) The Company fails to begin the Project by the Beginning Date and/or complete the Project by the Completion Date, as set forth in Section A.(2) hereof;

(b) The Company fails to create the jobs required under Section A.(3) hereof within thirty-six (36) months, as required;

(c) The Company fails to meet the requirements of Section A.(4) hereof, unless this requirement has been excused, in writing, by the City for that reason that Company has established it was unable to meet this requirement due to lack of qualified residents;

(d) The Company leaves the City's corporate limits or significantly reduces its employment during the time of its commitment under Section A.(5) hereof;

(e) The Company fails to submit Annual Reports to the XDODS, as required under Section A.(6) hereof;

(f) The Company fails to withhold or remit withheld income taxes to the City, or otherwise violates any provision of the City's Tax Code;

(g) The City determines that Company's certifications and/or representations under Section this Agreement were fraudulent;

(h) The Company otherwise fails to comply with any term, condition or obligation of this Agreement.

(2) Upon breach of this Agreement by the Company, the City may terminate this Agreement; may terminate or rescind any outstanding/subsequent Rebates for the duration of this Agreement; may modify the Rebate granted hereunder; and/or may require repayment, in full or in part, of any Rebate that was granted. The amount of any repayment by the Company of any Rebate already granted shall be determined by the City, in its sole discretion, and will be based on factors including, but not limited to, the number of years the Company has been located in the City, the number of jobs created by the Company, the amount of payroll created by the Company and/or, if the Company is relocating, the reasons for its relocation outside of the City's corporate limits.

D. Company's Certifications and Representations. As a material inducement for the City to enter into this Agreement, the Company hereby certifies or represents as follows:

(1) The Company affirmatively covenants that it does not owe: (a) any delinquent real or personal property taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not;

(2) The Company has full power and authority to enter into this Agreement in accordance with its terms and is capable of meeting all its obligations hereunder;

(3) The Company hereby represents and warrants that the person signing on behalf of the Company has full power, legal capacity and authority to sign this Agreement on behalf of the Company; and

(4) Neither this Agreement nor any written application or statement furnished in connection therewith contains or will contain any untrue statement of a material fact nor omits or will omit any material fact necessary to make the statements contained therein.

E. Miscellaneous.

(1) *Assignment*: This Agreement, or any of the rights or interests herein, shall not be assigned or transferred by the Company except upon the express written consent of the City.

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(2) *Governing Law*: This Agreement shall be construed and interpreted according to the laws of the State of Ohio.

(3) *Entire Agreement*: This Agreement, together with the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto and supersedes any and all prior and contemporaneous agreements, arrangements and understandings between the parties.

(4) *Execution*: This Agreement shall be executed by the use of electronic signatures, which shall be deemed valid and binding upon the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their duly authorized representatives:

COMPANY:

AMCON Distributing Company

By: _____
Charles J. Schmaderer
CFO, Vice President, and Corporate Secretary

Date: _____

CITY:

City of Xenia, Ohio

By: _____
Brent W Merriman, City Manager

Date: _____

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Approved as to form:

_____
Donnette A. Fisher, Esq.
Xenia Law Director

EXHIBIT A

Job Creation/Retention at the Project Site Form

(1) The Company currently has **0** full-time permanent employees and 0 part-time or temporary employees and the Company currently [ ] does [x] does not withhold City income tax on these jobs due to the jobs being located outside the corporate boundaries of the City.

(2) The Company will create/relocate the following jobs at the following rates at the Project site: *Seventeen (17) new jobs, hired or transferred from current locations in Ohio.*

(3) The Company's schedule for hiring is as follows: create seventeen (17) new (or transferred) full-time permanent jobs within one (1) year of the Beginning Date. All new jobs to be created under this Agreement shall be created (or transferred) within one (1) year of the Beginning Date.

(4) Company's anticipated payroll is:

Year One: $ 751,320

Year Two: $ 751,320

Year Three: $ 751,320

Year Four: $ 751,320

Year Five: $ 751,320

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EXHIBIT B

City of Xenia Income Tax Rebate Program Application

Qualifying non-retail businesses that are subject to the provisions of the City's Municipal Income Tax Code, specifically the imposition of withholding tax, may eligible for the City's Income Tax Rebate Program. All information in the following application must be provided before a rebate can be considered.

1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

AMCON Distributing Company	**Jack Lambert**
Enterprise Name	Contact Person
7405 Irvington Road	**914-391-7240**
	Telephone Number
Omaha, NE 68122	**jlambert@amcon.com**
Address	E-mail address

1b. Xenia Project Site:

AMCON Distributing Company	**Jack Lambert**
Enterprise Name	Contact Person
635-671 Bellbrook Ave	**914-391-7240**
	Telephone Number
Xenia, OH 45385	**jlambert@amcon.com**
Address	E-mail address

2a. Nature of business (manufacturing, distribution, R&D, etc.).

Wholesale Distribution

2b. List primary 6-digit North American Industry Classification System (NAICS) # **423990** (Business may list other relevant NAICS numbers.)

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred as attachments)

N/A

2d. Form of business (corporation, partnership, proprietorship, or other).

AMCON Distributing Company - Corporation

3. Name of principal owners(s) or officers of the business (attach list if necessary).

Christopher Atayan, Chairman and CEO (principal owner)
Andy Plummer, President and COO (principal owner)
Jack Lambert, VP Implementation and Launch (officer)

4. Number of employees at current Xenia operations: **N/A**

5. Total amount of City of Xenia Income Tax withheld in the last full quarter: **N/A**

6. Number of new employees to be hired for Xenia location: **17 employees in year 1**

Please attach spreadsheet listing each full-time position to be hired, starting salary range and anticipated annual withholding tax. i.e. Chemical Operator, $42,500-59,000, $725

7. Does the business owe:

7a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes _____ No X

7b. Any moneys to the State or a state agency for the administration or enforcement of environmental laws of the State?

Yes _____ No X

7c. Any other moneys to the State, or a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes _____ No X

7d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

8. Project description (attach additional pages if necessary):

New distribution facility

9. Project will begin after due diligence period and closing, and be completed in 2026 provided a tax exemption is provided.

10. State the time frame (not to exceed (3) years) of the projected hiring: 1 years.

11. Market value of existing facility as determined for local property taxation: $ TBD

12. Business's total current investment in the facility as of the proposal's submission.
$ N/A

13. An estimate of the amount to be invested by the business to establish, expand, renovate or occupy a facility:

A.	Acquisition of Buildings:	$ 8,000,000
B.	Additions/New Construction:	$ 375,000 (fencing/windows)
C.	Improvements to Existing Buildings:	$
D.	Machinery & Equipment:	$ 600,000 (Power Equipment/Conveyance)
E.	Furniture & Fixtures:	$
F.	Inventory:	$ 30,000,000
G.	Other: IT	$650,000 (400K IT Admin; 250K IT Security)
	Total New Project Investment:	**$ 39,625,000**

14. Business reason for requesting tax incentives (be quantitatively specific as possible):

We are seeking job creation tax incentive opportunities for 17 employees in year 1. We are seeking property tax incentives (abatements, qualifications for CRA or opportunity zone) for investments made by the business as noted in section 13 above. We are seeking grant opportunities to offset start-up costs, training and operating expenses.

Submission of this application expressly authorizes the City of Xenia to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

AMCON Distributing Company 1/14/26

Company

Date



Signature

Jack Lambert – VP, Implementation and Launch

Typed Name and Title

Labor - New Employees

This tab is designed to help calculate the financial impact of "new jobs" please fill in the colums in red. The positions listed below are simply examples, please be as specific as possible but it is fine to use labels like "general office, or warehouse personnel, if needed.

Job Type	Year 1	Year 2	Year 3	Total Employees After Year 3	Annual salary	Weight	Weighted Hourly Wage	Hourly Wage	Annual Wage	Y1 Addition		Y2 Addition	Y3 Addition	Total New Payroll by Position	Anticipated Annual Tax Withholdings	
Office Management																
Operations Manager	1	0	0	1	$125,000	0.059	3.535067873	$60.10	$125,000	$125,000.00		$0.00	$0.00	$125,000.00	$3,437.50	*Calculated Ohio state tax withholdings based on 2.75% of income
Buyer	1	0	0	1	$52,000	0.059	$1.47	$25.00	$52,000	$52,000.00		$0.00	$0.00	$52,000.00	$1,430.00	
Warehouse						0.000										
Receiving Manager	1	0	0	1	$50,000	0.059	$1.41	$24.04	$50,000	$50,000.00		$0.00	$0.00	$50,000.00	$1,375.00	
Shift Supervisor	2	0	0	2	$50,000	0.118	$2.83	$24.04	$50,000	$100,000.00		$0.00	$0.00	$100,000.00	$1,375.00	
Material Handler - Loading/Unloading	2	0	0	2	$35,360	0.118	$2.00	$17.00	$35,360	$70,720.00		$0.00	$0.00	$70,720.00	$972.40	
Material Handler - Palletize/Stage	5	0	0	5	$35,360	0.294	$5.00	$17.00	$35,360	$176,800.00		$0.00	$0.00	$176,800.00	$972.40	
Material Handler - Picking	5	0	0	5	$35,360	0.294	$5.00	$17.00	$35,360	$176,800.00		$0.00	$0.00	$176,800.00	$972.40	
Totals	17	0	0	17		1.000	$21.25	$26.31	$54,725.71	$751,320.00		$0.00	$0.00	$751,320.00		

Do you anticipate a training need for new employees over the course of the next 3 years? (Technical or certificate type training)?

Yes/NO	yes	
If Yes how many employees needing Training?	17	Training Cost Per Employee
If Yes,what do you anticipate the average cost of Training to be per Employee?		$2,000
		Total Training cost Anticipated
		$34,000

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: February 12, 2026
Effective Date: February 12, 2026

Agenda Item: **RESOLUTION 2026 – 010**
AUTHORIZING THE PURCHASE OF THREE MARKED SUVS FROM KEY CHRYSLER JEEP DODGE RAM, INC., FOR THE XENIA POLICE DIVISION'S ANNUAL POLICE VEHICLE REPLACEMENT PROGRAM

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

Summary: There are funds available in the 2026 CIP budget to continue the Division's annual vehicle replacement program. For 2026, the Division is planning to replace three cruisers. The Police Division evaluate the purchase of three (3) Dodge Durango Pursuit vehicles from three sources: the Ohio Department of Administrative Services Cooperative Purchasing Program, Contract ID CTR033143/Contract #RS1033143 ($47,790 per vehicle; $143,270 total), the Sourcewell Service Cooperative, Contract ID 34143/Contract #081325-NAF ($49,264.88 per vehicle; $147,491.64 total); and Key Chrysler, the local Chrysler Doge dealership ($44,900 per vehicle; $134,700 total).

Key Chrysler offered the lowest price. Under Ohio Revised Code § 9.48(D) and § 125.04(C), the City may make a purchase from a third party instead of through a government cooperative purchasing program when that purchase can be made upon equivalent terms, conditions, and specifications but at a lower price than the cooperative purchasing programs. Purchases made under these ORC sections are also exempt from competitive bidding.

Cover Memo Attachments: Ohio DAS Cooperative Purchasing Program contract information; Sourcewell contract information; quote from Key Chrysler.

Budgetary Impact: $44,900 from 364-1221-55401-011101;
$44,900 from 364-1221-55401-011105;
$44,900 from 364-1221-55401-011113;
Totaling $134,700

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

Recommendation: Pass Resolution 2026–010 to authorize the purchase of three (3) 2026 Pursuit Dodge Durangos from Key Chrysler for the Police Division's annual vehicle replacement program.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 010

AUTHORIZING THE PURCHASE OF THREE MARKED SUVS FROM KEY CHRYSLER JEEP DODGE RAM, INC., FOR THE XENIA POLICE DIVISION'S ANNUAL POLICE VEHICLE REPLACEMENT PROGRAM

WHEREAS, the City's Police Division, as a part of its annual vehicle replacement program, needs to purchase three (3) Dodge Durango Pursuit vehicles;

WHEREAS, the new vehicles needed by the Police Division are available through both the Ohio DAS Cooperative Purchasing Program (Contract ID CTR033143/Contract #RS1033143) and the Sourcewell Service Cooperative (ID 34143/Contract #081325-NAF);

WHEREAS, Ohio Revised Code §§ 9.48(D) and 125.04(C) authorize the purchase of vehicle from another party, instead of participation through a cooperative purchasing program, when that equipment can be purchased upon equivalent terms, conditions and specifications, but at a lower price, without competitive bidding;

WHEREAS, the new vehicles available through the Ohio DAS Cooperative Purchasing Program and the Sourcewell Service Cooperative can be purchased upon equivalent terms, conditions, and specifications from Key Chrysler Jeep Dodge Ram, Inc., of Xenia, Ohio ("Key Chrysler"), at a lower price than is available on the Ohio DAS Cooperative Purchasing Program or Sourcewell Cooperative Purchasing Program; and

WHEREAS, § 214.01 of the City's Legislative Code requires Council's approval for any expenditure over $77,250, even if competitive bidding is not required pursuant to City Charter,

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 purchase, on behalf of the City's Police Division, three (3) 2026 Pursuit Dodge Durangos from Key Chrysler, 2020 N. Detroit Street, Xenia, Ohio 45385, in the total amount of One Hundred Thirty-Four Thousand Seven Hundred Dollars ($134,700), and to execute a contract or any other documents necessary to complete said purchase.

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: February 12, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

PDT_CODE	PDT_LABEL	PDT_SUP_CODE_MANUF	PDT_SUP_REF	ITEM_SUP_CODE	ITEM_SUP_EMAIL	ITEM_CTR_REF	ITEM_PUBLIC_PRICE	ITEM_UNIT_CURRENCY	ITEM_UNIT
RSI033143-2-1	Item 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD- Dodge Durango	GREVE CHRYSLER JEEP DODGE OF VAN WERT	WDEE75	65288	dave.matarese@grevechrysler.com	RSI033143	39486.00	USD	EA
RSI033143-2-2	45-Day Tags	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Temp	65288	dave.matarese@grevechrysler.com	RSI033143	25.00	USD	EA
RSI033143-2-3	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	GREVE CHRYSLER JEEP DODGE OF VAN WERT	XCS	65288	dave.matarese@grevechrysler.com	RSI033143	400.00	USD	SET
RSI033143-2-4	Wheel Cover	GREVE CHRYSLER JEEP DODGE OF VAN WERT	WP1	65288	dave.matarese@grevechrysler.com	RSI033143	430.00	USD	SET
RSI033143-2-5	Engine: 5.7L V8 HEMI MDS VVT	GREVE CHRYSLER JEEP DODGE OF VAN WERT	EZH	65288	dave.matarese@grevechrysler.com	RSI033143	3240.00	USD	EA
RSI033143-2-6	Inside Rear-Door Locks Inoperable, Inside Rear-Door Handles Inoperable, Inside Windows-Rear-Power Delete	GREVE CHRYSLER JEEP DODGE OF VAN WERT	CW6	65288	dave.matarese@grevechrysler.com	RSI033143	95.00	USD	SET
RSI033143-2-7	Carpet	GREVE CHRYSLER JEEP DODGE OF VAN WERT	CKD	65288	dave.matarese@grevechrysler.com	RSI033143	160.00	USD	EA
RSI033143-2-8	Perimeter Anti-Theft Alarm with remote start option	GREVE CHRYSLER JEEP DODGE OF VAN WERT	LSR	65288	dave.matarese@grevechrysler.com	RSI033143	950.00	USD	EA
RSI033143-2-9	Grille LED Lights, Siren & Speaker Pre-Wiring	GREVE CHRYSLER JEEP DODGE OF VAN WERT	GRL	65288	dave.matarese@grevechrysler.com	RSI033143	599.00	USD	EA
RSI033143-2-10	Skid Plate Group	GREVE CHRYSLER JEEP DODGE OF VAN WERT	ADL	65288	dave.matarese@grevechrysler.com	RSI033143	370.00	USD	EA
RSI033143-2-11	Rear Light Solution – Blue/Blue for Cargo Area	GREVE CHRYSLER JEEP DODGE OF VAN WERT	RLS	65288	dave.matarese@grevechrysler.com	RSI033143	990.00	USD	EA
RSI033143-2-12	Street Appearance Package (factory console, spot light delete, full wheel covers, cloth rear seats, carpeting)	GREVE CHRYSLER JEEP DODGE OF VAN WERT	SPA	65288	dave.matarese@grevechrysler.com	RSI033143	960.00	USD	EA
RSI033143-2-13	Additional Paint Colors: PAS Vapor Grey	GREVE CHRYSLER JEEP DODGE OF VAN WERT	PAS	65288	dave.matarese@grevechrysler.com	RSI033143	395.00	USD	EA
RSI033143-2-14	Additional Paint Colors: PRV Octane Red Pearl	GREVE CHRYSLER JEEP DODGE OF VAN WERT	PRV	65288	dave.matarese@grevechrysler.com	RSI033143	395.00	USD	EA
RSI033143-2-15	Additional Paint Colors: P79 Michigan State Blue	GREVE CHRYSLER JEEP DODGE OF VAN WERT	P79	65288	dave.matarese@grevechrysler.com	RSI033143	600.00	USD	EA
RSI033143-2-16	Additional Paint Colors: PDN Destroyer Grey	GREVE CHRYSLER JEEP DODGE OF VAN WERT	PDN	65288	dave.matarese@grevechrysler.com	RSI033143	395.00	USD	EA
RSI033143-2-17	Delivery Charge Per Mile	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Delivery	65288	dave.matarese@grevechrysler.com	RSI033143	0.00	USD	AMT
RSI033143-2-18	Minimum Delivery Charge	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Min	65288	dave.matarese@grevechrysler.com	RSI033143	0.00	USD	AMT
RSI033143-2-19	Delayed Delivery Daily Storage Charge	GREVE CHRYSLER JEEP DODGE OF VAN WERT	Delay	65288	dave.matarese@grevechrysler.com	RSI033143	15.00	USD	EA
RSI033143-2-20	Additional Option Package: LSA Security Alarm with out remote start	GREVE CHRYSLER JEEP DODGE OF VAN WERT	LSA	65288	dave.matarese@grevechrysler.com	RSI033143	190.00	USD	EA
RSI033143-2-21	Additional Option Package - Police Console	GREVE CHRYSLER JEEP DODGE OF VAN WERT	CUG	65288	dave.matarese@grevechrysler.com	RSI033143	1195.00	USD	EA
RSI033143-2-22	Additional Option Package: GX* Single Key System	GREVE CHRYSLER JEEP DODGE OF VAN WERT	GX*	65288	dave.matarese@grevechrysler.com	RSI033143	600.00	USD	EA

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

1/27/2026

Quote ID: **34143**

Order Cut Off Date: **5/24/2026**

Mr Chris Stutes
City of Xenia Police Division

101 N Detroit St

Xenia, Ohio, 45385

Dear Chris Stutes,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2026 Dodge Durango (WDEE75) Pursuit AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$51,949.00	$49,163.88	5.361 %	$2,785.12
Tax (0.0000 %)		$0.00		
Tire fee		$0.00		
Total		$49,163.88		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
EZH	Engine: 5.7L V8 HEMI MDS VVT, -inc: 160 mph Primary Certified Speedometer, 3.09 Rear Axle Ratio, Dual Rear Exhaust w/Bright Tips, 230MM Rear Axle, 800 Amp Maintenance Free Battery, 2 Speed On Demand Transfer Case, GVWR: 7,100 lbs
TRANSMISSION	
Code	**Description**
DFD	Transmission: 8-Speed Automatic (8HP70)
WHEELS	
Code	**Description**
WBN	Wheels: 18" x 8" Black Steel, (STD)
PRIMARY PAINT	
Code	**Description**
PXJ	DB Black Clearcoat
SEAT TYPE	
Code	**Description**
C5X9	Black, Cloth Bucket Seats w/Shift Insert, -inc: cloth rear seat
AXLE RATIO	
Code	**Description**
DPM	3.09 Rear Axle Ratio
GVWR	
Code	**Description**
Z6J	GVWR: 7,100 lbs
ADDITIONAL EQUIPMENT	
Code	**Description**
CUF	Full Length Floor Console, -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders
ADL	Skid Plate Group, -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate
LNF	Black Left LED Spot Lamp
XCS	4 Additional Key Fobs
JCJ	160 mph Primary Certified Speedometer

2026 Fleet/Non-Retail Dodge Durango Pursuit AWD

WINDOW STICKER

2026 Dodge Durango Pursuit AWD

CODE	MODEL	MSRP
WDEE75	2026 Dodge Durango Pursuit AWD	$44,879.00
	OPTIONS	
EZH	Engine: 5.7L V8 HEMI MDS VVT, -inc: 160 mph Primary Certified Speedometer, 3.09 Rear Axle Ratio, Dual Rear Exhaust w/Bright Tips, 230MM Rear Axle, 800 Amp Maintenance Free Battery, 2 Speed On Demand Transfer Case, GVWR: 7,100 lbs	$3,240.00
DFD	Transmission: 8-Speed Automatic (8HP70)	$0.00
WBN	Wheels: 18" x 8" Black Steel, (STD)	$0.00
PXJ	DB Black Clearcoat	$0.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert, -inc: cloth rear seat	$0.00
DPM	3.09 Rear Axle Ratio	INC
Z6J	GVWR: 7,100 lbs	INC
CUF	Full Length Floor Console, -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders	$370.00
ADL	Skid Plate Group, -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	$370.00
LNF	Black Left LED Spot Lamp	$695.00
XCS	4 Additional Key Fobs	$400.00
JCJ	160 mph Primary Certified Speedometer	INC

Please note selected options override standard equipment

SUBTOTAL	**$49,954.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,995.00
TOTAL PRICE	**$51,949.00**

Est City: 14 (Est) MPG
Est Highway: 21 (Est) MPG
Est Highway Cruising Range: 516.60 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)

EXTERIOR

Wheels: 18" x 8" Black Steel (STD)

TIRES

Tires: 255/60R18 BSW On/Off Road

ADDITIONAL EQUIPMENT

50 State Emissions
Transmission w/Sequential Shift Control
Full-Time All-Wheel
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
Police/Fire
1250# Maximum Payload
Front And Rear Anti-Roll Bars
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
Nivomat Suspension
HD Suspension
Electric Power-Assist Speed-Sensing Steering
24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches

Wheels w/Chrome Hub Covers
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
Black Side Windows Trim
Body-Colored Door Handles
Chrome Bodyside Insert and Black Wheel Well Trim
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Laminated Glass
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation and Radio Data System
Radio: Uconnect 5 Nav w/10.1" Display
6 Speakers
Streaming Audio
Integrated Roof Antenna
Wireless Phone Connectivity
2 LCD Monitors In The Front
Connected Travel & Traffic Services Real-Time Traffic Display
Front Seats w/Power 4-Way Driver Lumbar
12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
60-40 Folding Split-Bench Front Facing Fold Forward Seatback Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
4G LTE Wi-Fi Hot Spot (3-month or 3 GB trial included) Mobile Hotspot Internet Access
Leather Steering Wheel

Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Carpet Floor Trim
Full Vinyl/Rubber Floor Covering
Cargo Area Concealed Storage
Cargo Space Lights
Integrated Navigation System w/Voice Activation
Smart Device Integration
FOB Controls -inc: Keyfob Cargo Access and Keyfob Window Activation
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest w/Storage and Rear Center Armrest

#7 Seat Foam Cushion
Sentry Key Immobilizer
3 12V DC Power Outlets
Air Filtration
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dodge Connect Emergency Sos Capability
ParkSense with Stop Rear Parking Sensors
Rear Cross Path Detection
Blind Spot w/Trailer Detection Blind Spot
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera

2020 North Detroit Street
Xenia, Ohio 45385
(800) 539-3325 Ph (937) 372-9677 Fax
Bob Riggs (937) 545-1422
briggs@Tobeyauto.com
Contractors ID #31-0797562 Ohio Registration #405989

QUOTE

Title To:	V.I.N	Date:	1/5/2026
City of Xenia, Ohio 107 E. Main St. Xenia, Ohio 45385		INVOICE #	
		CUSTOMER ID	
		P.O.# :	
		FED. TAX I.D.	
		COUNTY:	Greene
		Contact Phone	Contact Fax
	email:	davel3083@yahoo.com	
	Contact Cell:		
	FAN# & Bid Number:		

SALESPERSON	DEAL NUMBER (S)	STOCK NUMBER(S)	
Bob Riggs			

Check Here	Qty		Description	Unit Price	Line Total
	3	2026	DODGE DURANGO PURSUIT AWD	$44,900.00	$134,700.00
			5.7 LITER Hemi V8		
			Cloth Bucket Seats with Rear Vinyl Seat		
			Police floor console		
			Deactivate Rear Doors and Windows		
			Black LED Spotlamp		
			18.0 x 8.0 painted aluminum wheels		
			skid plate group		
			PW7 White Knuckle Paint		
			TAX EXEMPT		

TRADE-INS ARE GLADLY ACCEPTED - CALL FOR APPRAISAL FORM & TRADE PHOTO DETAILS
MUNICIPAL LEASE PROGRAMS ARE AVAILABLE – CALL FOR A QUOTE

Each Vehicle	$134,700.00
Vehicle Total	

Invoice Accepted By: _____ Date: NET 30

THE SIGNEE VERIFIES ACCEPTANCE OF THE ABOVE VEHICLE(S), EQUIPMENT & TERMS FROM KEY CHRYSLER JEEP DODGE RAM, INC.

Make all checks payable to KEY CJD, Inc.
2020 N. Detroit St., Xenia, OH 45385

Thank you for your business!
(937) 372-4451 Phone / (937) 502-4202 Fax

KEY COPY 1

CUSTOMER COPY 2

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

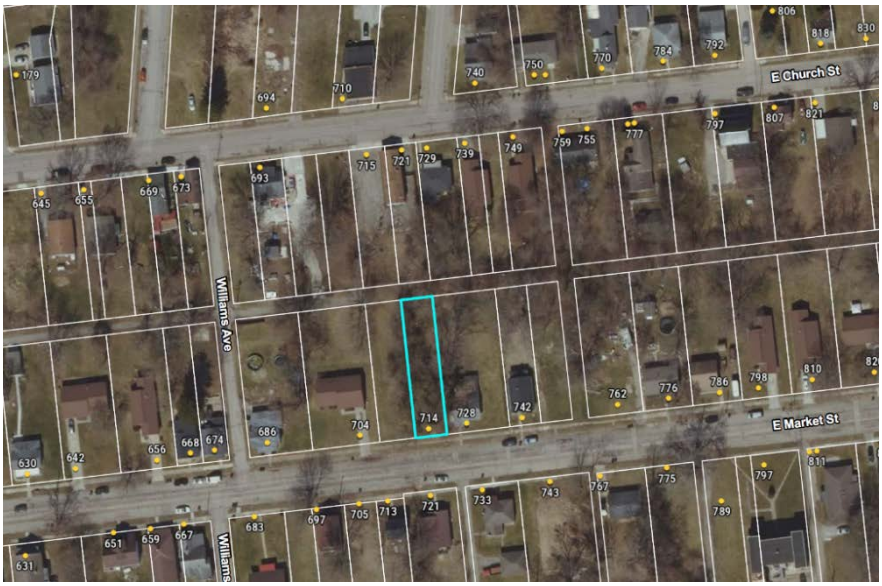
Procedural History & Timeline:
Presentation & Vote: February 12, 2026
Effective Date: February 12, 2026

Agenda Item: **RESOLUTION 2026 – 011**
DETERMINING THE CITY OWNED PROPERTY AT 714 E. MARKET STREET IS NOT NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE CITY MANAGER TO USE NEGOTIATIONS OR INFORMAL COMPETITION FOR THE SALE OF SAID PROPERTY

Submitted by: Ryan Baker, Community Development Coordinator
Presented by: Brent Merriman, City Manager

Summary: Staff recommends Council declare that the City-owned property at 714 E. Market Street is not needed for any municipal use and authorize the City Manager to use negotiations or informal competition for the sale of said property, in accordance with City Charter Section 4.01 G., so it can be returned to private, productive use. The sale of this property will also relieve the City from the maintenance, mowing, and liability costs. If the City Manager is able to negotiate the sale of this property, the sale will be brought back to Council for approval, as required by City Charter.

714 E. Market Street



Cover Memo Attachments: None.

Budgetary Impact: To be determined.

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

Recommendation: Pass Resolution 2026-011 to find the property at 714 E. Market Street is not needed for any municipal purpose and authorize the City Manager to begin the process of disposing of this property through negotiation or informal competition.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 011

DETERMINING THE CITY OWNED PROPERTY AT 714 E. MARKET STREET IS NOT NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE CITY MANAGER TO USE NEGOTIATIONS OR INFORMAL COMPETITION FOR THE SALE OF SAID PROPERTY

WHEREAS, Section 4.01 G.(2) of the City Charter grants this Council the power to convey real property owned by the City upon the adoption of an ordinance approving such conveyance;

WHEREAS, the City currently owns the property located at 714 E. Market Street, which was acquired by forfeiture through the tax foreclosure process in 2015;

WHEREAS, the sale of this property will promote private investment and community improvement and relieve the City taxpayers of the burden of ongoing maintenance of this property; and

WHEREAS, Section 4.01 G.(2) of the City Charter requires this Council to make, by resolution, a determination that the property is not needed for any municipal purpose before Council may approve any sale of the property,

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

Section 1. Council hereby determines that the property listed below is not needed for any municipal purpose:

Street Address	Greene County Parcel ID
714 E Market Street	M40000200080026600

Section 2. The City Manager is hereby authorized, through negotiations or informal competition, to pursue the sale of the property listed in Section 1., above, and any fixtures thereon, and may list said property with a relator if, in the City Manager's discretion, such listing would help promote the sale of said property.

Section 3. 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 4. This Resolution shall become effective immediately upon its passage.

Passed: February 12, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

XENIA CITY COUNCIL
AGENDA ITEM REPORT

Meeting Date: February 12, 2026

Title: **Procedural Motion –** Council Standing Committee Assignments and Commission Appointments for 2026

Prepared by: Amy Brown, City Clerk
Presented by: Wesley Smith, Council President

Scope/Description: COUNCIL STANDING COMMITTEES FOR 2026 – Council President appoints. Per the Rules of Council, the Council President is to appoint members to the Standing Committees of Council, which do not require the approval of Council.

- **Economic Development Advisory Committee:**
  President Wes Smith, Chair; Councilman Jesse Rubio, Mayor Ethan Reynolds (Alternate: Vice President James Crawford)
- **Finance & Budget Committee:**
  Mayor Ethan Reynolds, Chair; Councilwoman Rachel Huffman, Vice President James Crawford (Alternate: President Wes Smith)
- **Legislative Review & Government Affairs Committee:**
  Councilwoman Rachel Huffman, Chair; President Wes Smith, Councilwoman Faith Sorice (Alternate: Council Appointee TBD)
- **Property Management Committee:**
  Vice President James Crawford, Chair; Council Appointee TBD, Councilman Jesse Rubio (Alternate: Councilwoman Rachel Huffman)
- **Public Safety Committee:**
  Councilman Jesse Rubio, Chair; Vice President James Crawford, Council Appointee TBD (Alternate: Councilwoman Faith Sorice)
- **Public Service & Utilities Committee:**
  Councilwoman Faith Sorice, Chair; Mayor Ethan Reynolds, Councilwoman Rachel Huffman (Alternate: Council Appointee TBD)

COMMISSIONS – City Council appoints. Per City Charter and the City Code, the Council President recommends the appointees, but appointment requires Council approval.

The following appointments must be Council members, and are for a two-year term:

- **Board of Zoning Appeals Chair:** Vice President James Crawford
- **Planning & Zoning Commission Chair:** President Wes Smith
- **Xenia Public Art Commission Chair:** Councilwoman Faith Sorice
- **Recreation and Events Commission Chair:** Mayor Ethan Reynolds

The following appointments are for a one-year term:

- **Miami Valley Regional Planning Commission:**
  President Wes Smith (Alternate: To Be Determined)
- **Greene County Regional Planning & Coordinating Commission:**
  Mayor Ethan Reynolds (Alternate: Councilwoman Faith Sorice)

NOTE: The Commission recommendations must be approved by a majority vote of the Council as a whole (4 votes) and may be approved as a whole by one motion, or individually by Commission.