XENIA CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 22, 2026

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

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

REGULAR SESSION

- **INVOCATION** — Pastor Todd Martin, Liberty Life Church

(1) PLEDGE OF ALLEGIANCE — Councilwoman Faith Sorice

(2) CALL TO ORDER — 6:00 p.m.

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

(4) APPROVAL OF MINUTES — January 5, 2026 Special Meeting
January 8, 2026 Regular Meeting

(5) SPECIAL PRESENTATION(S) — Joe Braden, West Regional Liaison, Ohio Auditor of State

(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 01/22/2026.

(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 Mayor Urschel on 12/22/2025*

B. ORDINANCE 2026-01
(Public Hearing)
— 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, *introduced by Mayor Reynolds on 1/8/2026*

C. ORDINANCE 2026-02
(Public Hearing)
— 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, *introduced by Councilwoman Sorice on 1/8/2026*

XENIA CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 22, 2026

(8) NEW BUSINESS

A.	ORDINANCE 2026-03 (Introduction)	AMENDING SECTION 1002.07(b)(3) OF THE XENIA CITY CODE REGARDING PROVIDER MAPPING DATA *(Law Director)*
B.	ORDINANCE 2026-04 (Introduction)	AMENDING SECTION 422.12 OF THE CITY OF XENIA'S TRAFFIC CODE REGARDING THE USE OF ELECTRIC BICYCLES ON SIDEWALKS *(Law Director)*
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 *(City Manager)*
D.	RESOLUTION 2026-004	WAIVING THE COLA INCREASE FOR WATER USAGE RATES FOR 2026 PURSUANT TO XENIA CITY CODE SECTION 1010.05(c)(2) *(Finance Director)*
E.	RESOLUTION 2026-005	AUTHORIZING THE EXECUTION OF A LEASE FOR 56 E. SECOND STREET (PARKING LOT 8), WITH JAMES W. SCHMIDT *(City Manager)*

(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
SPECIAL MEETING
JANUARY 5, 2026

At 3:45 p.m. before the Special Meeting, Councilmembers Rachel Huffman and Jesse Rubio were sworn in by City Clerk Amy Brown.

(1) CALL TO ORDER: President Smith called the Special Meeting to order at 4:00 p.m. in the City Administration Building, City Council Chambers, 107 E. Main Street, Xenia.

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

Staff Present: City Clerk Amy Brown

(3) EXECUTIVE SESSION: Motion by President Smith, seconded by Mayor Reynolds, to go into Executive Session at 4:00 p.m. to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee per ORC §121.22(G). No discussion followed. The Roll on this was the following:

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

The Councilmembers convened in Executive Session at 4:00 p.m. and remained in Executive Session for the purpose of interviewing twelve (12) applicants for the Council vacancy, taking a short break after interviewing the first six (6) applicants. At 9:16 p.m., the Council reconvened the Special Meeting.

(4) ADJOURNMENT: Motion by President Smith, seconded by Mayor Reynolds, to adjourn the Special Meeting at 9:17 p.m. No discussion followed. The Roll on this was the following:

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

Amy E. Brown
City Clerk

President Wesley Smith
Xenia City Council

XENIA CITY COUNCIL
REGULAR MEETING
JANUARY 8, 2026

REGULAR SESSION

President Wesley Smith asked everyone to stand; Pastor Albert Reffitt, Victory Life Christian Center, provided the Invocation.

(1) PLEDGE OF ALLEGIANCE: All present remained standing and recited the Pledge of Allegiance led by Mayor Ethan Reynolds.

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

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

Motion by President Smith, seconded by Mayor Reynolds, to excuse Councilman Crawford from tonight's meeting due to illness. No discussion followed. The Roll on this was the following:

Ayes: Sorice, Huffman, Rubio, Reynolds, Smith
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, Public Relations Coordinator Lydia Henry, Community Development Coordinator Ryan Baker, City Clerk Amy Brown, Fire and EMS Chief Mike Bogan, and Police Chief Chris Stutes.

B. REORGANIZATION: President Smith stated that once a year, Council reorganization occurred in which Councilmembers elected the Council President and Vice President for the coming year. Councilmembers needed to have two years of service on City Council to be eligible to serve. He entertained nominations for Council President for 2026.

Motion by Mayor Reynolds, seconded by Councilwoman Sorice, to nominate Wesley Smith to serve as the Council President for 2026. No other nominations were presented. The Roll on this was the following:

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

President Smith thanked Council for the opportunity to serve the City as the Council President, and he looked forward to working with the new Councilmembers, City staff, and citizens. After some brief discussion with Councilmembers, and with two members not present tonight, he would like to wait to vote for the office of Vice President if that was allowed. Ms. Fisher believed the City Charter required Council to do both at the first meeting of the year. She read from the Charter, which stated *"At its first regular meeting in January of each year, the Council shall elect from its*

membership … by a majority vote of the members present, a Chairperson and Vice Chairperson…" She noted the Chairperson and Vice Chairperson were also referred to as the President and Vice President, and unfortunately, the Charter required that Council vote this evening. Councilman Crawford was eligible to be nominated in his absence; he did not have to be present.

President Smith entertained nominations for Council Vice President for 2026.

Motion by Mayor Reynolds, seconded by Councilman Rubio, to nominate Councilman Crawford to serve as Council Vice President for 2026. President Smith entertained further nominations.

Motion by Councilwoman Sorice, seconded by President Smith, to nominate herself to serve as Council Vice President for 2026. President Smith confirmed with Ms. Fisher that since there were two nominations, the process required Council to vote for the first nomination first. Ms. Fisher said the process was to call for nominations, and then call for a roll call in the order the nominations were made. If Councilman Crawford received a majority of the vote, then voting would be ceased. If he did not, then Council would proceed for a vote on Councilwoman Sorice's nomination. President Smith stated this had not happened in a while, noting the Vice President had to have the same qualifications as President, which was two years of service as a Councilmember. He asked for a roll call for Vice President, with the nominee being Councilman Crawford.

Ayes: Huffman, Rubio, Reynolds
Nays: Sorice, Smith motion carried.

Ms. Fisher said that was a majority vote, so Councilman Crawford had been elected as the Vice President. President Smith said due to health or other reasons, he asked what would happen if Councilman Crawford wanted to resign. Ms. Fisher stated Council would have to go through this process again.

(4) APPROVAL OF MINUTES: President Smith called for a motion on the minutes of the December 22, 2025, Regular Meeting.

Motion by Mayor Reynolds, seconded by Councilwoman Huffman, to approve the December 22, 2025, minutes of the Regular Meeting as written. President Smith entertained comments or questions. None were presented. The Roll on this was the following:

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

(5) SPECIAL PRESENTATION(S): President Smith said there was a special presentation tonight that was not listed on the agenda. A representative on behalf of the group of Councilmembers that went to the sister city in Ghana last year was present, and he asked former Mayor Will Urschel to share his presentation.

Mr. Urschel reported that last summer the City received a proposal from a professor at Central State University to establish a sister city relationship with an entity in Ghana. One of the kings of the Asebu tribal group came to Xenia and met with Councilmembers and staff to establish that sister city relationship, and Councilmembers and staff were invited to Ghana to sign the sister city

documents during the time of the king's celebration of the 25th anniversary of his coronation. Three members of Council went to Ghana for the event: himself, former Councilman Carlos Walker, and Councilwoman Faith Sorice. The trip was funded by the individual members, and no City funds or public resources were expended for the trip. He distributed handouts to Councilmembers and staff and gave a brief summary and history of the location the group traveled to, along with the history of the tribal and ethnic governments in the region. The sister city documents were signed on the first day of their trip with the District Chief Executive of the Abura Asebu district, which consisted of about 122,000 people compared to the population of about 174,000 in Greene County. That day was spent with the civil government at the district level. The next day was the king's silver jubilee celebration with kings and chiefs from all over the district and region, and about 3,000 people attended the event, which lasted about six hours. There was an amazing procession and a lot of presentations, including the presentation of a stool to the City of Xenia. In Ghana, when a new king was seated, he was given a tribal stool, which gave him the authority to be the king of the area, and that had been the tradition for the past 400 years. The Chief had a replica of his stool built, which he presented to the City of Xenia. This was a big deal to the people in Ghana because it represented a lot of authority, and it was normally only presented to heads of state. On the last day, the Paramount Chief had a worship service, and five local pastors were present for the worship service that lasted about four hours. Councilwoman Sorice said one of the pastors spoke for four hours. The first speaker was Methodist, and he spoke about an hour and fifteen minutes. After that, a Bishop spoke for about an hour and twenty-five minutes, and the Pentecostal speaker spoke for about four hours. She added it was 99 degrees that day with 100% humidity. Mr. Urschel said he was also given the opportunity to also speak as a pastor that day. Mr. Urschel and Councilwoman Sorice showed a banner that was displayed at the district offices that had all three Council representatives pictured on it. Councilwoman Sorice noted the group went to see the hospital, school/career center, fire department, and the bush where people lived. They got an idea of their resources, their struggles, their blessings, and how proud they were.

Mr. Urschel reported they were also given a statue to commemorate friendship along with a flag of the traditional Council there that was flown at the king's palace. It was a very beneficial trip, and the next step would be to invite them back to Xenia. He recommended with this year being the 250th anniversary of America becoming a nation, it would be a great time to invite them for the opportunity to celebrate in Xenia as well as the county and the state in order to continue the relationship. He met with the king, and the king would be setting up a sister city commission or committee both from both the civil and tribal side, so it would be good to have a similar type group set up here on the City's side. He did not know if it was something that had to be chartered by City Council or if a new standing committee or commission needed to be created. He suggested people in the medical, education, and faith community be involved with participation from Councilmembers and staff to begin working out the next steps in the sister city relationship.

President Smith asked if the group was able to get the stool on the airplane coming back. Mr. Urschel said yes; it was just about the size of carry-on luggage. It was wrapped up, and they had to go through X-ray screening in Ghana, and the gentleman at the machine questioned what they were doing with the stool because to him it meant a sign of authority. The lady at the Ghana TSA screening had made them unwrap the stool, and she treated it with reverence. Fortunately, the king had provided a document that allowed them to have the stool in their possession. The stool was a reverent item within their society, and for the king to present that to the City, it was a

big honor. He would like to establish a place downstairs in the City Administration Building to display some of these items so people could see them.

President Smith thanked Mr. Urschel for his presentation, adding he was thankful the group had safe travels to Ghana and back.

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

Perry Nosker, 1040 Independence Drive, wanted to cover what happened in the December 22, 2025, meeting. There was a full house, and roughly half of the audience was there for tax levy reasons, with the other half present for the Forest [Timber] Ridge issue. When it came time for the audience comments part of that meeting, it was noted that if people had comments on Forest [Timber] Ridge or taxes, there would be time for those comments later in the meeting. Those comments were all held, and about twelve names were on the sign-up sheet to speak. When it came time to have an open discussion about that, the issue was not tabled, and audience members were not provided with a further opportunity to say anything. He pointed out that Council looked different than it did three weeks ago, and he asked Council to keep that in mind as they proceeded over the next year on the income tax issue. He did not see how [a levy] was expected to fix anything, and 30% of the filers would be paying that $1.8 million dollar bill. That would discourage people from staying in Xenia along with the businesses. Also, there were two half empty or completely empty industrial parks, and that was another discouragement to grow the area. Another item that came out in that meeting was a lot of the work to recover that $1.8 million had already been done. The 911 call center was expected to cover $600,000, and the back taxes that were now being collected on foreclosed properties that were sold would cover roughly the other half. Those taxes were not an annual item, and if payments were made by Central State University on their water bill, they would be halfway there to the amount needed. A lot of the work had already been done, but it was the easy solution to put it back on the ballot again less than four weeks after the people voted and said no. He construed it as harassment to put it on the ballot every single time especially with 70% of the people not paying taxes, leaving 30% left to foot the bill. He asked Council to consider waiting at least a year before the exact same issue was put back on the ballot.

President Smith said Council did not normally comment after audience comments, but he wanted to let Mr. Nosker know that no one was shut down to speak on behalf of the reciprocity at the last meeting. The reason audience members were asked to speak during the public hearing was to allow people to specifically speak on that agenda item during the public hearing. There was a public hearing on Timber Ridge, not Forest Ridge, and that item failed, so they moved on to the next item, which was the reciprocity. The vote for reciprocity was not tabled; as a Council, they rejected that and it was denied, so there was no need for public comments at that time. As far as Central State making themselves whole with the water funds, those funds could not be used for road funds. Water funds were specifically designed for the water department, so they could not be used for roads. Ms. Fisher noted that was by state law. President Smith stated as far as the levy request, the road issue was not fixed. Some capital improvements were pushed back to create a little bit of money, but the majority of Council felt there was still a need to fix the roads. Council wanted to give the citizens another opportunity to vote, and they could vote yes or no—that was their

decision. There would be some community forums, and the public would be invited to give input, just like what Mr. Nosker did this evening. He thanked Mr. Nosker for attending the meeting and speaking on this issue.

(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. President Smith said this item would remain tabled.

(8) NEW BUSINESS:

A. Introduction of 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. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said the Xenia Station building was designed to host a retail presence in the building; yet, this never came to fruition. Since construction, a large portion of the building had been underutilized, and staff believed a regular presence in the facility would benefit park users and enhance security, thereby attracting additional visitors and keeping the park safer for the community. Staff made multiple attempts to secure a tenant by issuing Requests For Proposals (RFPs), and while interest from the business community was expressed, a lease did not materialize. Recently, staff engaged with Kava Haus Xenia, which was seeking to expand. Staff suggested the Xenia Station Building, and after extensive discussion and negotiation, a mutually beneficial agreement was tentatively reached. Kava Haus as a tenant at Xenia Station was discussed with Council's Property Management Committee at its July 10, 2025, meeting. The Committee expressed support, and Council had also expressed support when some of the terms were previously discussed. He recommended introduction and consideration of the lease agreement with Kava Haus Xenia, LLC, with the terms and conditions as provided.

President Smith entertained comments or questions. Hearing none, he called for the introduction of Ordinance 2026-01.

Mayor Reynolds introduced 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.

B. Introduction of 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. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said the subject property was a vacant lot with frontage on Vine Street and adjacent to W. Main Street, located between the B-3-zoned Tim Horton's and a single-family home. The applicant, who was the property owner, intended to either sell the property or develop a business on the property. Upon review, staff believed the proposed rezoning matched the existing zoning district to the east and provided an opportunity for an additional business adjacent to Tim Horton's or a larger commercial redevelopment project. The adjacent Tim Horton's property was currently for sale. Council had been provided with the staff report to the Planning and Zoning Commission for additional information, including an analysis of this rezoning according to applicable criteria in the Land Development Code. Planning and Zoning Commission voted to recommend approval of this rezoning after holding a public hearing at their December 10, 2025, meeting. This evening, staff recommended introduction of this ordinance so the issue might be considered by the full Council.

President Smith entertained comments or questions. Hearing none, he called for the introduction of Ordinance 2026-02.

Councilwoman Sorice introduced 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.

C. RESOLUTION 2026-001 APPROVING THE FINAL PLAT AND AUTHORIZING THE EXECUTION OF A SUBDIVIDER'S AGREEMENT WITH ARNOLD DEVELOPMENT, INC., FOR THE SUMMER BROOKE SOUTH SUBDIVISION, SECTION 6-B. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said this Resolution involved the fourth and final phase of the Summer Brooke South Subdivision. This project was a 30.502-acre subdivision consisting of 60 single-family home lots and one open space lot. The proposed subdivision would extend Marbella Court, Ashbrooke Lane, and Brooke Lane, to be renamed Connor Drive later, from Section 6-A, along with required utilities. It would also add 12.342 acres to the private, HOA-maintained open space in Summer Brooke South, creating a continuous greenway with an asphalt walking path along Old Town Creek from Kinsey Mound Reserve to Stevenson Road. This final phase was consistent with the most recently approved PUD concept plan for this site, which was accepted by the Planning and Zoning Commission at their meeting on April 7, 2022. Council had been provided with the staff report given to the Planning and Zoning Commission as well as the record plan which provided information on the final phase, including an analysis of this Final Plat according to applicable criteria in the Land Development Code. The staff report reflected a review of the plat and construction plans by the Planning and Zoning Division, Engineering Division, and Fire & EMS Division staff, and all were in concurrence. Planning and Zoning Commission voted to recommend Council approve this Final Plat and Final PUD Plan based on the findings of this staff report. The applicant had subsequently obtained approval from the City Engineer for the road and utility construction plans associated with this plat. Staff recommended approval of the resolution to authorize this final section.

President Smith entertained comments or questions. Mayor Reynolds confirmed that the [new] walking path would connect to the old walking path that was installed. Mr. Merriman concurred. President Smith asked Mr. Forschner if there were some infrastructure improvements going on right now in Summer Brooke going down Highlander Road on the right side. Mr. Forschner said this section was in that direction, and Section 6-A was just finished, so it was probably a continuation of that. President Smith said this section was 6-B, and they were doing work there now. Mr. Forschner replied they might be doing some preliminary grading, but since he had not been out there recently, he could not speak specifically on the work. Mr. Merriman asked if this was utility work being done. President Smith stated they were putting in a road there. For transparency, he and his wife were possibly thinking of moving to that area, and he asked Ms. Fisher if his vote tonight would be an ethical violation. Ms. Fisher confirmed there were no contracts signed yet. President Smith concurred. Ms. Fisher said he would not have an ethics issue at this point, but if he was more comfortable abstaining from the vote, he was welcome to do that. Mr. Forschner clarified that no work was authorized to be done for Section 6-B; therefore, he presumed the work being done now was for Section 6-A.

Hearing nothing further, President Smith called for a motion to pass Resolution 2026-001.

Motion by Mayor Reynolds, seconded by Councilwoman Sorice, to pass Resolution 2026-001 as presented. No comments followed. The Roll on this was the following:

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

D. RESOLUTION 2026-002 SUPPORTING THE CITY OF XENIA'S APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE RESIDENTIAL ECONOMIC DEVELOPMENT DISTRICT GRANT PROGRAM. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said this was a new program to Council and the City. As the expectation of Council had been established, staff would continue to consistently seek new opportunities to bring grant funding opportunities to the City. One such opportunity staff had identified was the Residential Economic Development District (REDD) Program, passed by the Ohio General Assembly in the state's 2025 biennium budget. This program awarded grants to support the creation of workforce housing near major economic development projects across the state. Approximately $10 million in funds was available statewide for this pilot program for the first award period. A "major economic development project" was defined as a project that was expected to create at least 700 jobs and/or $700 million in private investments in new or existing buildings, machinery, equipment, furniture, fixtures or inventory. Further, a REDD project was defined as all parcels of land within a 20-mile radius of a major economic development project. The REDD grant materials identified the following projects, initiated between 2015 to 2025, that were within 20 miles of Xenia:

- Amazon Data Services, Jeffersonville, $10 billion in investment, 1,058 jobs.
- Two Air Force Life Cycle Management Center projects, totaling 2,558 jobs.
- Dmax, Ltd., Moraine, nearly $1 billion in investment, 814 jobs.
- Fuyao Glass America Inc., Moraine, $131 million in investment, 750 jobs.
- Gabriel Brothers, Inc., Springfield, $94 million in investment, 833 jobs.

Not listed in the grant materials was L-H Battery Company, the joint venture between LG and Honda to invest $3.5 billion in an EV battery manufacturing plant in Jeffersonville, projected to employ 2,200 employees, and it was within 20 miles of Xenia. This would seem to position Xenia well for a possible grant opportunity. The REDD Program could provide between $250,000 and $2.5 million to assist with a broad range of capital, site preparation, infrastructure, and service costs to support a housing development of at least 100 units. The program required recipient communities to implement "pro-housing development policies," such as zoning and/or incentives that eliminated barriers to developing housing, particularly high-density developments. The grant did not mandate that housing met a specific affordability metric, but higher scores would be given to projects with greater density of housing, small building setbacks, and public assistance with fees, studies, or infrastructure. The housing development project must be relatively imminent, i.e., site control and developer in place, and funds must be spent by January 31, 2027. Given these factors, staff felt that the residential components of the Xenia Market District project would be a great fit for the REDD program. Approximately 296 units were planned in the Market District, including near-term townhomes and longer-term multi-family, mixed-use buildings. The project's approved density, as well as the public-private partnership in place, should allow the Market District to score well. The City was requesting $1,804,544 in grant funds to cover onsite utilities, earthwork, and paving for the residential phases. Staff would document the City's contributions to date to support the Market District project in the grant application. The REDD grant funds would expedite the residential components of the Market District project and free up developer and City resources for future phases helping to ensure a high level of quality in the development. This assistance would also help to overcome initial housing project funding barriers and reduce any potential builder hesitancy in early phases of housing because this type of housing did not exist in Xenia today. Expediting development would have the added benefit of accelerated payments of TIF revenues to cover the City's debt services associated with the Market District. No local matching funds were required with this grant program, and the application deadline was January 16, 2026. If awarded, the grant period would be February 1, 2026, to January 31, 2027. If the City did not receive the grant, there would be another opportunity to apply to this program in FY 2027. Staff requested approval of the resolution to authorize the application, and if authorized, would apply and let Council know the results.

President Smith entertained comments or questions. Mayor Reynolds stated that due to his job, he would have to abstain from the vote since this program was through the State of Ohio. He thanked Ohio Representative Adam Matthews from Warren County, who had contacted him about this program. He knew Representative Matthews would be excited to hear if this passed tonight, and he was happy they were moving on it. President Smith thanked Mayor Reynolds for stating his position regarding abstaining from the vote. Councilwoman Huffman said this seemed like a great opportunity and asked the requirements for it to be workforce housing. Mr. Merriman said there were none in terms of housing prices, etc. This was more focused on density, and in looking at the types of housing there would be in the Market District, some would be higher value townhomes, but also more density. There would be an opportunity for a variety of price points.

Hearing nothing further, President Smith called for a motion to pass Resolution 2026-002.

Motion by Councilwoman Huffman, seconded by Councilman Rubio, to pass Resolution 2026-002 as presented. No comments followed. The Roll on this was the following:

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

(9) APPOINTED OFFICIALS' REPORTS

President Smith asked the Finance Director for his comments. Mr. Duke said he should have his monthly financial report to Council by the end of next week, which would recap the 2025 year. 2025 was a good year, and they actually outperformed their projections and where they expected to be. There were a variety of good things that happened, and from an operational standpoint, they were on very stable footing. Staff had talked at length over the last few years about streets and the need for capital dollars, and they were still going to have to find solutions for that particular issue. From an operations standpoint, the dollars, the revenues, and the expenses were in a pretty good stead. He would have that report to Council hopefully by the end of next week with some details on how they ended 2025. Staff would also be getting together soon to talk through projections, and included in that report would be an updated, five-year projection model. They would then work with Council through the Finance & Budget Committee after Councilmembers were assigned to work through priorities for the upcoming 2027 year, noting they were always in the budget planning cycle. This report would give Council a good idea of how they ended 2025, and where they were headed for the future financially. Council should expect that report to be emailed next week.

President Smith asked the Law Director for her comments. Ms. Fisher welcomed the two new Councilmembers. She noted for the public that normally the swearing-ins for new Councilmembers took place at the first Council meeting in January. The two new Councilmembers and the new Mayor were all already official. Mayor Reynolds was administered his oath by the Governor, and the two new Councilmembers were administered their oaths by the City Clerk. Everybody was official; therefore, they did not do the ceremonial swearing-ins this evening.

President Smith welcomed the two new Councilmembers, and he thanked their families for being here this evening.

President Smith asked the City Manager for his comments. Mr. Merriman echoed the sentiments and welcomed the new Mayor and Councilmembers; he hoped they enjoyed their four-year terms. In this day and age, it took a special sense of duty and leadership to put their names in and step forward because the problems were many and the solutions were few. He appreciated their commitment to the community.

Mr. Merriman said there had been a little bit of publicity concerning the City's relationship with Central State University (CSU) and the provision of services and some of the payment issues. He wanted to lay out few of the facts for public consumption and the pathway forward. As a reminder to the general public, the City had provided water and sewer services to CSU in some capacity for many decades, since the 1970s. Ms. Fisher said since the 1950s. Mr. Merriman concurred; under more modern contracts, the City had been the exclusive provider of those utilities for 25 to 30 years. The City also provided Fire and EMS services for the past 17 or 18 years. CSU was a part of the community and had been a part of the community and the economic marketplace, and they were an entrenched and well established entity. Over the years, there had been different concerns

with billing issues. Some of those were litigated back in early 2000s, but there had been some ongoing concerns in recent years. One of the problems was that while the City was a service provider, there had been no standing contracts. Over the last few years, he and the other appointed officials had been charged with trying to get a more permanent disposition to this service relationship. Council had instructed him in December 2024 to serve notice to CSU that the City would seek to end services unless some type of replacement arrangement was reached before the end of 2025. It was well documented that the City had made many attempts over the preceding decade to try and engage the university and other officials to come to some long-term arrangement. Prior Councils had taken actions to begin to initiate an annexation process because staff felt an annexation was best for both CSU and the City. An annexation would provide a continuity of services for everyone and predictability for those services; it would provide additional tax base for the City; it would reduce costs for CSU because it eliminated the fees they paid today for Fire and EMS services; and it would reduce their water and sewer bill. That would help their bottom line, and in their state of financial watch, reducing their overhead costs would be very valuable. It was a net benefit to both institutions to see a long-term arrangement. He added there was absolutely no adverse effect or implication to the other political jurisdiction that would be impacted, which was Xenia Township. There was no tax base established from CSU because it was all public property, so the township received no property tax. Staff had been working over this past year to try and advance the annexation conversation, and Council acted at the end of last year to extend the time frame through the first three months of this year in order to arrive at a more permanent conclusion. There were some issues with outstanding payments, and he asked Mr. Duke to speak on that issue.

Mr. Duke noted there was a payment applied to CSU's account that was actually for a grant. There were Issue 2 dollars that came in for a water main on Country Club Drive, and that line served CSU. The check was labeled as "CSU Water" from the state, and it was misapplied to their utility account rather than into the grant revenue line on the City's books. Once that error was caught, CSU was notified that the credit to their account would be removed because it actually needed to be applied to the grant. A portion of their delinquency was related to that, but not the entire delinquency. CSU's utility account was not current prior to that being misapplied, and it was not the reason there was a delinquency, but it contributed to the amount of the delinquency. That had been corrected, and CSU had made a payment this week. The State of Ohio Director of Administrative Services and the State Auditor had been involved, and those two agencies were collaborating with the City to work to get those items current. There was an effort by CSU and those tasked with trying to straighten out those longstanding issues in getting these items resolved. He felt like they were making progress in the right direction.

Mr. Merriman noted as directed by Council, staff had been trying to work with all parties associated with what was necessary to arrive at a long-term conclusion, including the Director of the Department of Administrative Services, Kathleen Madden, and Chancellor Mike Duffey from the Ohio Higher Education Department. City staff had been working with the key state officials, as reported to Council. There was evidence to demonstrate that state officials understood the value, but there was a process the state needed to go through to move this forward. As had been previously noted during these discussions, there was no playbook; this was the first of its kind. All other state universities were located in municipalities today with their services provided. There was a host of unique conditions and circumstances that were being evaluated from a legal standpoint given all of the service issues. He was convinced the parties wanted to find a resolution, and speaking on

behalf of Council, the City was looking for a long-term resolution that benefitted everybody. CSU was not going anywhere, and they were working to restore order to their financial house, so that gave staff the confidence that there would be a growing interest.

Mr. Merriman stated the Law Director worked with CSU's legal counsel and provided to CSU the pre-annexation agreement and extraterritorial utility services agreement. Ms. Fisher added Council authorized a three-month extraterritorial utility service agreement in December. There was also an outstanding Supervisory Control and Data Acquisition (SCADA) access maintenance agreement that was done before the end of the year, but it had been held up to make sure the City would extend the provision of water services. This would allow for equipment to be installed on CSU's lines to monitor breaks or other issues that could affect the system. All three of those items were in process.

Mr. Merriman said in reference to SCADA, it was part of the H2Ohio grant that the Ohio EPA awarded the City to be able to buy the equipment to monitor CSU's water system better and to connect to the water plant. There were also funds associated with that grant to do the assessment of CSU's water and sewer systems. After discussion, staff wanted to wait to expend any of those grant funds until they knew the status of the situation. He had given the Public Service Director the directive to preliminarily move forward with the SCADA piece because there was some benefit to getting that equipment installed in terms of protection for the City's system. President Smith noted there were three alternatives for CSU. The first was the existing contract they had, which put the City at risk because CSU had main breaks in their facility last year. That situation could have caused a public health crisis because as CSU's water tower was draining, the pressure dissipated in the City's system and created additional pressure and problems with the infrastructure. From the City's standpoint, that arrangement was not acceptable. Another option was annexation, which staff had been working on for at least ten years. This would be an annexation without the City accepting responsibility for CSU's aged infrastructure because the City did not have the funds to put in new infrastructure for them, so they would have to get assistance. The third alternative, until an annexation could be reached, was the extraterritorial agreement, which put the City in a better position for collections and fees. Mr. Merriman concurred, which was part of the challenge with the situation previously and partly why Council compelled staff to arrive at a more permanent solution. Without an applicable service agreement, CSU could not be held accountable in the same way residential customers were held accountable because penalty and interest could not be charged, which was not fair. The current system was not sustainable.

Mr. Merriman said there was a fourth alternative, which was to just stop providing the service, but that was not realistic. The only alternative CSU would have would be an existing water line that ran somewhat adjacent to the campus, and the last estimate to connect the university to that system was about $250,000, but that was five or six years ago. The County Commission had been asked and had consistently stated they had no interest nor capacity to connect that right now. But, even if they provided the water service, there would still be no sanitary sewer service, and by Ohio law, CSU had to be connected to a treatment system. The City was within that urban service overlay, and CSU was a part of the overlay system, so they would still be obligated to use the City, and the City would probably have an obligation to continue that service. He noted this still left in question the Fire and EMS services and other issues.

Mr. Merriman understood the reluctance that people in the community may have because there had been some hard feelings in the past. Again, CSU was a part of the community and varied between being the City's second and third largest water customer. The policy question would be whether the City should continue to pump water outside of the municipality to the second or third largest water user when Xenia was growing and could use that capacity for people who wanted to live, work, or operate a business in the City. If so, the option would be an annexation. Again, that would save CSU quite a bit of money per year, and it would provide continuity of their services in perpetuity moving forward. It benefitted the City by generating additional tax bases not available to the City today. There would also be some safeguards in place like requiring CSU to maintain its own police force. CSU would also have to maintain its own infrastructure, and the City would not accept the university's roads or water and sewer mains. However, the City would work in tandem with CSU to help them develop a long-term plan for those items. Staff had taken a long, hard look at this, and this was not a new issue. His predecessor and prior Councils had these same conversations and arrived at the same conclusion. Staff was trying to bring to a more permanent conclusion, so Council's offer of the interim extraterritorial service agreement was a prudent step, and CSU and the state agencies were demonstrating good faith measures to advance toward that. President Smith noted when they met with CSU President Kuti, his main concern was the health and safety of the students to have water for their basic needs. He personally believed that the university had demonstrated good faith efforts to come to a long-term agreement with the City. Mr. Merriman concurred, and noted at this juncture, it was not CSU holding anything up. The university was trying to get the necessary approvals from the state agencies to move forward.

Councilwoman Sorice said Mr. Merriman had given the directive to start putting those safeguards in place, and she asked when that would be accomplished. Mr. Merriman said they needed to get the access agreement executed because the City would be installing some equipment that would technically be the property of the City on CSU's appurtenances, and approval was needed for that. Essentially, equipment would be installed that would have a cellular connection, and it would connect digitally to the City's water plant. In speaking with the Public Service Director today, he did not think it would take more than 30 to 60 days at most for installation, assuming the access agreement was signed in short order. The equipment being installed did not have to be special ordered. Also, the majority of the H2Ohio grant funding was intended to complete a study of CSU's water system. The Director of the Department of Administrative Services and other state officials were very interested in the outcome of that study, and they were actively looking at the state budget for resources that could be directed to CSU. He believed there would likely be an infusion of resources to help deal with the fire alarm systems, HVAC systems, IT systems, water and sanitary sewer systems, and all of the core infrastructure of the campus. Based on everything he had seen and heard from several different sources, he thought the state was taking a very aggressive and serious disposition in terms of trying to direct necessary resources to bring the campus infrastructure up to date, which allayed some of staff's concerns. It would also position the university better to attract more students.

Mr. Merriman stated there had been some questions and speculation about the status and future moving forward with the Xenia Market District (XMD). It was currently the winter season, so a lot of construction slowed down during this time. This was a big and important project for the community, and it was something that Council had made a heavy investment in. He wanted to allay concerns about the project being stalled because that was not the case at all. There had been some

delays in construction because there were some components of the infrastructure, mostly concrete work, that was not acceptable. Staff worked through a process to have corrective action taken, and that did not allow for the installation of the final course of asphalt before the asphalt plants closed for the season; therefore, that asphalt work would be pushed back to April. In the past week, there was additional work going on at the site, and the conclusion of the public infrastructure would occur probably in the first quarter of this year. Staff had always projected that private improvements and vertical construction for private improvements would start in 2026, and they were still on schedule for that. Staff was working with the development partners to put together a 2026 prospectus to present what people could expect to see this year. The hospitality piece and the townhome piece, along with various other elements, including new restaurants, were moving forward. It just took time in this environment to get the lending mechanisms in place as well as all of the design and licensing pieces. The project was not off schedule from a development standpoint, and it had been what was originally projected. It was time to come forward with an update to the community and all the stakeholders at the site, and staff was still excited as things were moving forward. He would work on getting the prospectus put together in the next couple of weeks, and he would also share that with media partners.

Mr. Merriman said in light of tonight's Ghana presentation, he asked Council if they had any directives they would like to issue in terms of next steps on the sister city program. Staff could maybe work with Mr. Urschel or put together some recommendations on how they could form a sister city committee and bring something back for Council to consider. He did not want to leave that topic open ended, and he knew many people had put in a lot of time and the group from Ghana was expecting plans for a return visit. He was happy to entertain any suggestions. President Smith asked if Council needed to make a formal action. Mr. Merriman said they could take a motion directing staff or they could have Mr. Urschel as an emissary to help, whatever Council preferred.

Motion by Councilwoman Sorice, seconded by Mayor Reynolds, to direct staff to implement a sister city welcoming committee and work with Mr. Urschel. No discussion followed. The Roll on this was the following:

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

Mr. Merriman stated for his last item, he did not need any action right now, but staff was working to get a Council Retreat scheduled. Annually, staff tried to take a Saturday with Councilmembers to talk about the strategic direction of the City and other priorities for 2026. This was probably more important now than at any point in the recent past because there were so many growth opportunities and new things to discuss, so it was important to get some strategic direction. Through a process of elimination and based on the status of the Council vacancy appointment process, he thought they were looking at Saturday, February 21st, or Saturday, February 28th. He asked the Councilmembers to let the City Clerk know their availability for those dates, adding it would last from about 8:00 a.m. or 9:00 a.m. to about 2:00 p.m. or 3:00 p.m. President Smith clarified the meeting would be held at the City Administration Building or at a no-cost place. Mr. Merriman concurred, noting it was technically a public meeting. Ms. Fisher stated it <u>was</u> a public meeting. Mr. Merriman concurred, but it was an informal setting with very open roundtable discussion. Staff would present some topics, and he would work with Council leadership to establish an agenda for that day.

(10) COUNCIL COMMENTS & REPORTS:

Councilwoman Sorice thanked everyone who emailed, advocated, or called her to ask questions or express concerns about topics that had come up lately, including Timber Ridge, the roads, or taxes. Their input was invaluable, and she thought it helped to guide thoughtful discussion and informed decision making and policies that reflected the lived experiences of the residents. She appreciated that, and she tried to get back with every single person who reached out because she got a feel for what it was that people truly wanted and desired in the community since she represented everybody. She thanked Mr. Merriman for going over the issues in regard to the construction at the Market District. They could not pour concrete under 40 degrees, and it had been quite cold, so there were things they could not do. The work had not stopped because they were out there every day, and it was shaping up and looking better.

Councilwoman Huffman said she was excited to jump in, and she was humbled and honored to be on Council. She was looking forward to the next four years and being able to serve the community.

Councilman Rubio said he was also excited to be on Council and work with everyone. He was thankful and humbled by the people in the City who had entrusted him with their votes. He looked forward to getting things started and working as a team.

President Smith welcomed both Councilwoman Huffman and Councilman Rubio.

Mayor Reynolds echoed Councilwoman Huffman and Councilman Rubio's comments. He thanked all the voters for voting in the last election and said he appreciated that. He was excited to serve in this new role, and he was excited to work with everyone on Council. He congratulated Councilman Rubio and Councilwoman Huffman on being sworn in, and President Smith on his election for another term as Council President.

President Smith thanked City staff for the job they did. 2026 was here, and he knew there were issues and problems including societal problems they had to deal with. He shared his company took school pictures, and the worst call they could get was the request for an image of a student because he/she died. This affected him yesterday, and the student was from a grade school in Dayton. He noted this was not the first time this year, it was the second or third time, and it was a tragedy. As a world, people were not kind and gentle anymore. People attacked, waited to be attacked, and then attacked back. Everyone should show a little grace, even if they had to sometimes turn off social media because there was not a lot of positive, correct information on Facebook, and it was kind of sad. He appreciated those who came to meetings, asked questions, or picked up the phone to call Councilmembers. Their numbers were public record, and anyone could call and leave a message, and the Councilmember would call them back. It was the same with City staff in that they were very approachable. If someone had a question about a bill, they could call the Finance Department. If someone had a question about legality, they could call the Law Director. If someone had a question about operations or public service, they could call the City Manager. The people who were charged with public safety, i.e., first responders, EMTs, and police, had a very good reputation. The staff did a great job, and he commended them. There were some infrastructure issues, but they were working to address that, and Council and staff would continue to work on a street plan and look for resources to help spread those dollars farther. As

Councilwoman Huffman and Councilman Rubio both stated, it was very humbling to sit on Council. It was an honor and privilege to serve the community, but it was not a decision they took lightly. On Monday, Councilmembers met for six hours to interview twelve people who would like to join them on Council. He commended all twelve of those people because they cared about the community and were willing to put their private lives out there to serve the community. He thanked everybody present this evening and others watching and encouraged everyone to help make 2026 a more positive year for this community and their neighbors.

(11) EXECUTIVE SESSION

President Smith asked if an Executive Session was needed this evening. Mr. Merriman said he did not have any items, unless Council had a need. President Smith believed Council would like one to obtain a little more information from staff. Mr. Merriman said that would be under the category of discussion with the Law Director on legal matters.

Motion by President Smith, seconded by Mayor Reynolds, to go into Executive Session at 7:30 p.m. to discuss general legal advice per Charter §13.03C.(1). No discussion followed. The Roll on this was the following:

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

The Council convened in Executive Session with the same members present. At 8:33 p.m., President Smith reconvened the Regular Session.

(12) ADJOURNMENT: Motion by Councilwoman Sorice, seconded by Mayor Reynolds, to adjourn the Regular Meeting at 8:34 p.m. No discussion followed. The Roll on this was the following:

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

Amy E. Brown
City Clerk

President Wesley Smith
Xenia City Council

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Introduced:	January 8, 2026, by Mayor Ethan Reynolds
Public Hearing & Vote:	January 22, 2026
Effective Date:	February 21, 2026

Agenda Item: **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

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

Summary: The Xenia Station building was designed with the intent of having a food service tenant located in the western portion of the first floor to benefit park users and enhance security, thereby attracting additional visitors and keeping the park safer for the community. Staff made multiple attempts to secure a tenant by issuing Requests For Proposals (RFPs) and while interest from the business community was expressed, a lease did not materialize. Recently, staff engaged with Kava Haus Xenia, which is seeking to expand. Staff suggested the Xenia Station Building and after extensive discussion and negotiation, a mutually beneficial agreement was tentatively reached.

Kava Haus as a tenant at Xenia Station was discussed with Council's Property Management Committee at its July 10, 2025, meeting, and the Committee expressed support. Kava Haus was presented with the proposed lease that was approved by the Property Management Committee; however, the owner of Kava Haus came back to staff with a counterproposal. This counterproposal was reviewed with City Council on December 11, 2025, and Council both accepted the terms of the counterproposal and directed staff to offer the space to Kava Haus rent-free for the first four months of the proposed lease. Staff expects the presence of Kava Haus in this space to add value to one of the City's premier parks.

Cover Memo Attachments: None.

Budgetary Impact: Lease Revenue of $2,500 for the first year, and then $2,700 per year for the remaining two years of the Initial Term, will be received into 101 General Fund.

Vote Required for Adoption: The affirmative vote of at least four (4) members of City Council (Charter § 4.01 G.).

Recommendation: Adopt Ordinance 2026-01 to authorize a three-year lease for the western portion of the Xenia Station building to Kava Haus Xenia, LLC.

CITY OF XENIA, OHIO
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

WHEREAS, City Charter § 4.01 G.(2) states that the power to lease real property owned by the City is vested in the City Council;

WHEREAS, City Charter § 5.01 B.(7) requires the lease of real property to be made by ordinance and approved by the affirmative vote of at least four (4) members of the City Council;

WHEREAS, for over twenty years City Council has desired to have a retail/food establishment tenant in the western half of the Xenia Station building, and a local business has expressed its interest in leasing said space for the establishment of a coffee shop; 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 authorize the lease of the Property for retail use,

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

Section 1. This Council finds that the proposed lease will enhance and not interfere with the use of the City's property known as Xenia Station and, therefore, this Council does not need to make a determination that the property is not needed for any municipal purpose under City Charter § 4.01 G.(2).

Section 2. The City Manager is hereby authorized and directed to sign a three-year lease with Kava Haus Xenia, LLC for the western portion of the first floor of the building at Xenia Station, located at 151 Miami Ave., in the amount of Seven Thousand Nine Hundred Dollars ($7,900), upon such terms and conditions as are approved by the Law Director. The tenant shall not be charged rent for the months of January, February, March, and April 2026.

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 February 21, 2026.

Introduced: January 8, 2026
Adopted: January 22, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

XENIA STATION LEASE

THIS LEASE ("Lease") is entered into by and between the CITY OF XENIA, OHIO, an Ohio municipal corporation ("Landlord"), 107 E. Main Street, Xenia, OH 45385, and KAVA HAUS XENIA, LLC, an Ohio limited liability company, Entity # 4778792 ("Tenant"), 187 E. Locust Street, Wilmington, OH 45177. In consideration of the rents, covenants, and obligations of the parties hereunder, and for other good and valuable consideration, the parties agree as follows:

1. **LEASE.** Landlord leases to Tenant and Tenant leases from Landlord, on the terms and conditions hereinafter set forth, the space described below, ("Premises") located in the building at 150 Miami Avenue, Xenia Ohio, commonly referred to Xenia Station ("Building") and certain non-exclusive use of the Common Areas:
   a. Premises: The Premises is the space within the Building containing approximately 445 sq. ft. on the ground-floor west of the center stairwell, as designated on the floor plan attached hereto as "Exhibit A" which is incorporated herein by this reference. In addition, Landlord shall provide access to a mop sink for the purpose of health/building code compliance.

   b. Common Areas: "Common Areas" shall mean public corridors, foyers, restrooms, the patio and any other areas for the use of all tenants and/or general public in or around the Building and subject to the rights of other tenants. The second floor of the Building shall not be considered a Common Area, but the Tenant shall have the right of first refusal to lease the second floor, as negotiated between the Landlord and Tenant and as evidenced by an executed addendum to this Lease, before the Landlord shall lease the second floor to any other tenant.

   c. Term: The Term of this Lease shall be thirty-six (36) months, beginning on January 1, 2026 (the "Commencement Date"), and ending on December 31, 2028 (the "Expiration Date"), herein referred to as the "Initial Term." Thereafter, the parties may renew this Lease for additional three-year terms ("Renewal Term") at the end of the Initial Term through a written renewal, which shall provide for mutually agreed upon increase of the Rent for any Renewal Term, provided that the increase of the Rent of at least five percent (5%) per year. Any Renewal Term, and the mutually agreed upon Rent for said Renewal Term, shall be evidenced by a written addendum to this Lease, executed by both parties.

   d. Rent: The Rent shall be Seven Thousand Nine Hundred Dollars ($7,900) for the Initial Term, being Two Thousand Five Hundred Dollars ($2,500) for the first year of the Initial Term, and Two Thousand Seven Hundred ($2,700) for the second year and the third year of the Initial Term, payable in monthly increments ("Monthly Rent") of Four Hundred Dollars ($400) for the months of May – October, and Fifty Dollars ($50) a month for the months of November – April. Rent is inclusive of all utilities and taxes.

2. **POSSESSION.** Tenant shall take possession on the Commencement Date. Taking possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession and sufficient for Tenant's purposes. Landlord makes no representation concerning the condition of the Building, or the Premises, and has no obligation to alter, remodel or improve the Building or the Premises, except as specifically set forth herein (Section 4.) or in any Addendum attached hereto.

3. **RENT.**
   a. Payment of Rent: Monthly Rent shall be payable in advance, without deduction or offset, on or before the first day of each and every calendar month during the Initial Term and each Renewal Term, if any. For the months of May, June July, August, September and October ("Operating

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Months"), the Monthly Rent shall be Four Hundred Dollars ($400) during the Initial Term, and for the months of November, December, January, February, March, and April ("Nonoperating Months"), the rent shall be Fifty Dollars ($50) per month.

b. Rent Start Date: The duty to pay monthly rent shall begin on May 1, 2026. The Tenant shall have free use of the Premises from January 1, 2026, to May 1, 2026.

c. No Operation During Nonoperating Months: Tenant shall not operate its business on the Premises during Nonoperating Months; provided, however, that the Tenant may open its business at the Premises during City-sponsored festivals and events occurring at Xenia Station without any additional rent payment.

4. LANDLORD AND TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord will provide the initial plumbing/electrical rough-in as needed for tenant equipment as more specifically described on the attached EXHIBIT B, which is incorporated herein by this reference. Tenant shall be responsible for all other improvements to the Premises and for providing all furniture, fixtures, sinks, and equipment as set forth in EXHIBIT B. Those items listed on Exhibit B as Permanent Improvements shall become the property of the Landlord upon expiration or termination of this Lease. Tenant shall be responsible at its sole cost for obtaining all necessary permits and Certificate of Occupancy, including preparation of all necessary documentation.

5. OPERATING EXPENSES. This Lease is a full-service/gross lease, and all operating expenses, including but not limited to utilities such as heating, air conditioning, water, sewer and trash collection services, are considered included in the Rent except as otherwise expressly provided herein. Landlord shall also pay the full amount of the real estate taxes and assessments as are shown on the tax statement.

6. **QUIET ENJOYMENT.** Landlord warrants that it has full right, power and authority to enter into this Lease, and provided that Tenant observes and performs the covenants and obligations imposed upon Tenant under this Lease, Tenant shall, at all times during the Term, but subject to the express terms and conditions of this Lease, peacefully and quietly have and enjoy possession of the Premises without hindrance from Landlord or anyone claiming through Landlord.

7. INSURANCE.

a. Landlord's Insurance: Landlord shall obtain and maintain during the Initial Term and any Renewal Term of this Lease property and liability insurance on the Building in coverage amounts as it deems appropriate.

b. Tenant's Insurance: Tenant, at Tenant's sole cost and expense, shall obtain and maintain throughout the Term of this Lease, insurance policies providing the following coverages:

(i) "Broad form" or "special form" causes-of-loss property and casualty insurance covering all of Tenant's trade fixtures, equipment, furnishings, merchandise, Permanent Improvements, and other contents in the Premises, with coverage at full replacement value;

(ii) Commercial general liability insurance (including bodily injury, wrongful death, broad form property damage and blanket contractual liability), naming Landlord as an additional insured (with the additional insured endorsement issued on a form reasonably acceptable to Landlord adding Landlord and its elected and appointed officials as additional insureds), which policy shall be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence; and

(iii) Workers' compensation coverage, if required by law, with Tenant to provide Landlord a certificate of workers compensation coverage and proof of payment of premium for each year during the term of this Lease.

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Tenant's insurance policies described in this Section shall be issued by reputable insurance companies of recognized financial responsibility licensed to sell such insurance in Ohio; shall contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's agents, managers, employees, and mortgagees; and shall contain a provision that the policy shall not be canceled unless Landlord has received at least thirty (30) days prior written notice of cancellation or termination. Tenant shall not undertake any activity in the Premises or bring or keep anything therein, which may conflict with any insurance policy upon the Building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authorities.

c. Waiver of Subrogation: Landlord and Tenant each hereby waives and releases, and waives all rights of subrogation against, the other party and its officers, members, directors. manager, employees and agents, with respect to any and all claims and liability for any loss or damage to property and loss of business covered by collectible proceeds of insurance under any insurance policy carried by the releasing and waiving party (or proceeds of insurance that would be collectible under insurance policies required to be carried by the releasing and waiving party pursuant to this Lease), even if the fire or other casualty giving rise to the loss or damage has been caused by the fault or negligence of the other party or anyone for whom such party may be responsible. Each party shall cause its applicable insurance policies to be so endorsed. The foregoing waivers also shall be effective as to any person claiming by, through, or under Landlord or Tenant, as the case may be.

d. Acts of Third Parties: Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption that may be occasioned by or through the acts, omissions or negligence of any tenants or occupants of the Building, their guests or other invitees or licensees, or other third parties.

8. TENANT'S PERSONAL PROPERTY. All personal property of Tenant located within the Premises or otherwise within the Building shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damages to property of Tenant resulting from the failure or the heating, cooling, electrical, plumbing or other Building systems or components, nor shall Landlord be liable for damage to the Permanent Improvements or to Tenant's personal property resulting from water, steam, or other causes.

9. INDEMNIFICATION. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, losses, damages, injuries, costs, and other liabilities that arise from or out of any of the following: (a) any failure by Tenant to make any payment (including the payment of Rent) to be made by Tenant hereunder or fully perform or observe any obligation to be performed or observed by Tenant under this Lease; (b) any cause whatsoever in or on the Premises during the Term, however or by whomever caused (except to the extent caused by Landlord), including without limitation any use, misuse, possession, or occupancy; and (c) any costs or expenses incurred or paid by Landlord in connection with the foregoing, including reasonable attorneys' fees and other costs and expenses in prosecuting or defending any of the foregoing, whether litigated or not litigated. Provided, however, that in all cases, the Tenant’s obligations and liabilities under this Section shall be met through the Tenant’s applicable insurance coverage and shall not exceed the limits of the Tenant’s applicable insurance coverage.

10. MAINTENANCE AND REPAIRS. The Landlord, at its own cost and expense, shall keep in good order and repair the structural parts of the Building of which the Premises are a part, Common Areas and the exterior portions of the Building. The Landlord shall maintain and keep the air conditioning and heating systems and all components thereof, regardless of location, serving the Premises in good repair and maintenance. Landlord shall further maintain and keep the electrical system and plumbing

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and all components thereof, regardless of location, serving the Premises in good repair and maintenance. The Tenant covenants and agrees that it will maintain and keep the Premises and the Permanent Improvements in good repair and maintenance. Tenant shall be responsible for supplying and installing light bulbs and fluorescent bulbs as required in the Premises. Landlord will be responsible for repairs to door hinges and closures, if applicable, but Tenant will be responsible for cost to repair/replace locks, keys, handles or actual doors in or to the Premises. Tenant shall be responsible for damage resulting from abuse, negligence or misuse by the Tenant, guests, invitees, customers or his agents only to the Premises and the Permanent Improvements and not to any Common Areas or other areas which are not a part of the Premises.

11. SERVICES.

a. Services Provided by Landlord: During the Term and provided that Tenant is not in Default of its obligations under this Lease, Landlord shall provide the following services to the Building:
   (i) Air conditioning and heating for comfortable occupancy;
   (ii) Electrical service for lighting and typical small food service equipment for normal use of the Premises for such purposes;
   (iii) Water for drinking, common restroom and restroom supplies;
   (iv) Common Area parking and lighting for the Common Areas;
   (v) Regular janitorial services to the Building (excluding the Premises) and trash removal weekdays, national holidays excepted; and
   (vi) Lawn and landscaping service on Landlord property around the Building.

b. Restrictions on Tenant; Specialized Utility Services: Water and electric power furnished by Landlord is intended to be that consumed in a small food service facility for normal lighting and related equipment and Tenant shall not connect any equipment or device into the conduits or pipes or other Building system components for the purpose of using additional or unusual amounts of such services, without the prior written consent of Landlord. Tenant shall be solely responsible for obtaining any specialized utility services but may do so only with the prior written consent of Landlord, and Tenant shall be responsible for all costs (including additional or increased utility charges) arising out of Tenant's specialized services.

c. Tenant Access; Limitations of Landlord's Liability: Notwithstanding the foregoing, and subject to reasonable rules and restrictions that may be imposed by Landlord from time to time, Tenant shall have access to the Premises seven (7) days a week, twenty-four (24) hours a day, but shall not operate its business during Nonoperating Months except as otherwise provided in Section 3.b. Landlord shall not be liable to Tenant for damages or otherwise if any utilities become unavailable from any public utility company, public authority, or any other person or entity supplying or distributing such utility service, nor for any interruption in any utility service (including, but without limitation, utilities for heating and air conditioning), and the foregoing shall not constitute a default, termination, or an eviction, but Landlord shall make commercially reasonable efforts to cause the service to be restored as soon as practicable.

12. ALTERATIONS. Other than Tenant's improvements and the Permanent Improvements set forth on Exhibit B, Tenant shall have the right to make changes, alterations, or improvements to the Premises only with Landlord's prior written approval.

13. OCCURRENCES OF CASUALTY. If at any time during the Term the Premises are damaged or destroyed or any Common Area, such as the restrooms, are damaged or destroyed to an extent that makes the Tenant's ability to use the Premise for business impossible or in violation of the rules and regulations of the Health Department, Landlord shall have the option to either repair and restore the Premises or Common Area (to the extent of Landlord's obligations hereunder) to the condition that

existed immediately prior to such damage or destruction or terminate this Lease as of the date of such damage or destruction. In the event Landlord chooses to terminate this Lease, the Rent payable by Tenant shall be apportioned as of the date of such damage or destruction by deducting/giving credit on the monthly rent for each day the Tenant is closed for business and deprived of the ability to be open for business. Landlord shall give written notice to Tenant of its election either to repair and restore the Premises or Common Area or to terminate this Lease within sixty (60) days after the date the casualty occurs. Provided that such damage or destruction was not caused by Tenant, in the event that Landlord does not so terminate this Lease as permitted above, the Rent payable by Tenant shall be abated during the period of restoration of the Premises or Common Area, to be computed by deducting/giving credit on the monthly rent for each day the Tenant is closed for business and deprived of the ability to be open for business as a result of the casualty or the restoration work. Notwithstanding anything in this paragraph to the contrary, in the event the Premises or Common Area are damaged to an immaterial or non-substantial degree that does not interfere with or prevent Tenant's ability to be open for business and the balance of the Building has not been materially damaged, Landlord shall cause the Premises or Common Area to be repaired and restored as soon as reasonab1y possible after the date of such damage; provided that in such event, if repairs and restoration are made with three (3) days, Rent shall not be abated or reduced.

14. SURRENDER. At the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises, to Landlord in the condition required herein. No later than the end of the Term, Tenant also shall remove from the Premises: (a) all of Tenant's personal property; (b) if requested by Landlord, any data and communications wiring and cabling installed by Tenant (including above-ceiling and behind walls); and (c) any Alterations, excluding the Permanent Improvements (e.g. sinks, cabinets, counters, etc.) that are to remain and be the property of Landlord pursuant to Exhibit B. Tenant shall leave the Premises in broom-clean condition. Tenant also shall repair any damage caused by any removal of Tenant's personal property. All of Tenant's personal property not removed within three (3) days following Landlord's written demand shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property. The terms of this Section shall survive the expiration or any earlier termination of this Lease.

15. EVENTS OF DEFAULT AND LANDLORD'S REMEDIES.

a. Events of Default: Any one or more of the following events shall constitute a "Default" by Tenant:
   (i) If Tenant fails to pay Rent or any other charges required to be paid by Tenant when the same shall become due and payable, and such failure continues for five (5) business days following written notice of the delinquent payment;
   (ii) If Tenant operates its business during Nonoperating Months, except as otherwise provided in Section 3.b.;
   (iii) If Tenant fails to perform or observe any other nonmonetary terms and conditions of this Lease, and such failure continues for ten (10) business days after written notice from Landlord;
   (iv) If Tenant vacates the Premises for more than fifteen (15) days (except as a result of casualty) and permits the same to remain unoccupied and unattended or substantially ceases to carry on its normal business activities on the Premises, excluding any times the Tenant is closed during Nonoperating Months;
   (v) If Tenant assigns or subleases or otherwise transfers any of its interest or rights under this Lease, except as expressly permitted hereunder;
   (vi) If Tenant shall: (i) convey or assign any substantial portion of its assets for less than fair value, or (ii) make an assignment for the benefit of creditors or file a petition in bankruptcy or reorganization, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

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(vii) If any petition is filed under federal or state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings are not dismissed or vacated within thirty (30) days after such petition is filed; and/or

(viii) If a receiver or trustee is appointed under federal or state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship is not set aside within thirty (30) days after such appointment.

b. Landlord's Remedies: Upon the occurrence of any Default, Landlord may pursue one or more of the following rights and remedies:

(i) Landlord may terminate this Lease by giving fifteen (15) business days written notice of termination to Tenant, whereupon this Lease shall automatically terminate and Tenant shall immediately surrender possession of the Premises to Landlord. Any other notice to surrender or notice of Landlord's intention to reenter the Premises is hereby waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, but Landlord shall retain the right to recover from Tenant all Rent accrued up to the date of termination or the time of recovery of possession by Landlord, whichever is later, plus any other losses and damages arising out of Tenant's Default described in this Section.

(ii) Whether or not Landlord elects to terminate this Lease, Landlord may proceed to recover possession of the Premises (with or without a court order or court proceedings) or by way of summary possession proceedings or similar legal proceedings enabling Landlord to evict Tenant and take possession of the Premises pursuant to the laws of the jurisdiction in which the Building is located.

(iii) If this Lease is terminated before the expiration of the Term by reason of Default, or if Landlord reenters and takes possession of the Premises without terminating this Lease, then Landlord shall have the right to re-let the Premises for such rent and upon such terms as are not unreasonable under the circumstances, and, whether or not Landlord is able to re-let the Premises, Tenant shall be liable for only the following damages sustained by Landlord: all unpaid Rent and other charges under this Lease accruing prior to Landlord's actual recovery of possession of the Premises; Landlord's costs of completing any improvements to the Premises which were incomplete at the time of Tenant's Default; clean-up expenses beyond normal wear and tear, attorneys' fees in connection with pursuing Landlord's rights against Tenant in connection with the Default, and all late charges and interest due hereunder. In determining Landlord's damages, all sums which are past due at the time of the award shall include an interest charge at the Default Rate from the due date until the time of the award, while all sums that, by the terms of this Lease, were to come due after the time of the award, shall be discounted at an annual discount rate of five percent (5%). The "time of the award" means the date of a judgment issued or rendered in a proceeding or action to recover damages from Tenant or the time of Tenant's voluntary payment of the same.

iv. Landlord also shall have the option, but not the obligation, to cure the Default for and on the account of Tenant, and all costs and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees, shall thereupon be due and payable immediately from Tenant to Landlord, with interest thereon at the Default Rate from the time such costs and expenses were paid by Landlord until Landlord is reimbursed in full by Tenant.

c. Landlord's Remedies not Exclusive: Any particular remedy or remedies herein shall not preclude Landlord from any remedy otherwise available to Landlord under law or in equity. Accordingly, each right and remedy of Landlord under this Lease or now or hereafter available to Landlord under applicable law or in equity shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more

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of such rights or remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord of any or all such other rights or remedies. If required under applicable law, Landlord shall use commercially reasonable efforts to mitigate any damages it incurs as a result of Tenant's Default; however, in the event that such mitigation of damages involves attempting to re-let the Premises and there are other vacancies in the Building, then Landlord may give preference to re-letting those other vacant spaces.

16. **TERMINATION BY THE TENANT.** The Tenant may terminate this Lease at any time upon sixty (60) day written notice to the Landlord. Such termination shall not be considered an event of Default under Section 14. hereof. The Tenant may vacate the Premises at any time during the sixty-day notice period, but the Tenant shall be responsible for the payment of Rent to the Landlord up to the date of termination. The Landlord shall have no cause of action against the Tenant for the Tenant's termination under this Section except for unpaid Rent due up to the date of termination, physical damages to the Premises caused by the Tenant beyond normal wear and tear, and removal of any Alterations that are to remain a part of the Premises under Section 13. hereof.

17. **ACCESS AND OTHER RIGHTS OF LANDLORD.** Landlord may, upon twenty-four (24) hours' notice to Tenant (except in the case of an emergency, in which case no such notice is required), enter the Premises for the purpose of inspecting, making any necessary repairs or alterations, and showing the Premises to prospective Tenants. Tenant acknowledges that Landlord shall have the right to maintain a key (along with any key card or access codes) necessary to access the Premises and that Tenant shall not change the locks or other security access cards or codes to the Premises.

18. **LIMITATION OF LIABILITY.** Notwithstanding any provision in this Lease to the contrary or any general rule of law, in no event whatsoever shall any elected official, officer, employee, or agent of Landlord have any personal liability whatsoever with respect to Landlord's obligations under this Lease. Further, any liability of Landlord under this Lease shall be enforced solely against the Landlord's equity interest in the Real Property and no other assets of Landlord shall be subject to this Lease.

19. **ASSIGNMENT AND SUBLETTING.** The Tenant shall not assign the Leased Premises, unless prior written approval for the assignment has been given by the Landlord, which approval may be withheld at Landlord's sole discretion.

20. **PARKING.** The Tenant's use of the parking areas servicing the Building is in common with the other tenants and their employees, customers, suppliers and invitees and general public. Landlord may designate specific spots for Tenant parking upon the request of the Tenant, provided that Landlord has the ability to set limitations on the locations and quantities of such spots, or may refuse such request.

21. **SIGNAGE.** Tenant shall have the right to install and maintain a commercially reasonable sign or signs on or about the Building only with Landlords consent, which shall not be unreasonably withheld. Landlord may regulate the size, specific location, manner of installation, and other specifications for such sign(s). Tenant may also utilize menu board signs upon the property on which the Premises is located, but shall not display any other signs on or about the Building without the prior written consent of Landlord. Upon the expiration of the Term, Tenant shall be responsible for all costs to remove any and all signs bearing Tenant's name and for the cost of repair necessitated thereby.

22. **NOTICES.** Except as otherwise expressly provided in this Lease, no notice or other communication required or permitted to be given hereunder to Landlord shall be effective unless the same is in writing and is delivered to the Xenia City Manager by certified mail return receipt requested, or in the case of Tenant, to the Tenant's statutory agent by certified mail, return receipt requested. Any such notice, statement, request, or demand shall, be deemed to have been given upon notice of receipt.

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23. FORCE MAJEURE. In the event either party shall be delayed or hindered in the performance of any obligations required under this Lease by reason of strike, lockout, inability to procure labor or materials, failure of power, fire, or "acts of God," terrorism, restrictive governmental laws or regulations, riots, insurrection, war, pandemics, or any other reason not within the reasonable control of such party, the performance of such obligations shall be excused for the period of such delay and the period for the performance of any such obligation shall be extended for a period equal to the period of any such delay; provided, however, that this Section shall not apply to the payment of any sums of money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money. Subject to the foregoing, time is of the essence with respect to all obligations to be performed by the parties pursuant to the terms of this Lease.

24. HOLDING OVER. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be obligated to pay one and one-half times the Rent for the entire holdover period. No holding over by Tenant after the term of this Lease shall be construed to extend the Lease; In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other Tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the termination of this Lease. Any holding over with the consent of the Landlord in writing shall thereafter constitute this Tenancy at Sufferance

25. WAIVER OF JURY TRIAL. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other with respect to any matter whatsoever arising out of or in any way connected with this Lease or Tenant's use and occupancy of the Premises.

26. MISCELLANEOUS.

a. Integration: This Lease contains the entire agreement between the parties hereto with respect to Tenant's lease of the Premises and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, between them other than as herein set forth, and any prior promises, agreements, conditions, undertakings, warranties or representations of the parties are intended to survive only to the extent incorporated herein.

b. Modifications: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by both parties.

c. No Waiver: No failure by either party to insist upon the strict performance of any term, covenant, agreement, provision, or condition of this Lease to be kept, observed or performed by the other party, and no failure by either party to exercise any right or remedy upon a breach of any such term, covenant, agreement, provision, or condition of this Lease, shall constitute a waiver of the breach or of any such term, covenant, agreement, provision, or condition.

d. No Deemed Surrender: No act or omission by Landlord, including but not limited to any acceptance of keys to the Premises, shall constitute an acceptance of surrender of the Premises and/or acceptance of a termination of this Lease unless Landlord so elects and expressly agrees to terminate this Lease in writing except as otherwise provided in this Lease, specifically Section 16.

e. No Third-Party Beneficiary: This Lease is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors and assigns, and nothing contained in this Lease shall be construed as creating any rights or benefits in or to any third party.

f. Gender: When the context permits, each pronoun used in this Lease includes pronouns of the neuter and other gender.

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g. Captions: The captions and headings and any table of contents in this Lease are inserted for convenience of reference only, and they are in no way intended to describe, interpret, define, or limit the provisions set forth in this Lease.

h. Severability: The intention of the parties to this Lease is to comply fully with all laws governing leases in the state where the Premises are located, and this Lease shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Lease and holds that part or all of that provision to be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

i. Applicable Law: All questions concerning the validity or intention or other application of the terms of this Lease shall be resolved under the laws of the State of Ohio.

j. Binding: Except as otherwise provided in this lease, all provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each party to this Lease.

k. Authority: Each party executing this Lease represents and warrants that this Lease has been duly approved and is a valid binding obligation of such party and the undersigned individual executing on behalf of a party has the authority to execute this Lease and bind its respective entity.

l. Electronic Signatures: This Lease may be signed with the use of electronic signatures, which shall be deemed valid and binding upon the parties.

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

LANDLORD:
City of Xenia, Ohio
An Ohio municipal corporation

By: _____
Brent Merriman, Xenia City Manager
bmerriman@cityofxenia.org

Date: _____

TENANT:
Kava Haus Xenia, LLC
An Ohio limited liability company

By: _____
Brad Heys, Member/Owner
Bheys5@gmail.com

Date: _____

Approved as to form:

_____
Donnette A. Fisher, Esq.
Xenia Law Director

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XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

P&ZC Public Hearing:	December 10, 2025
P&ZC Recommendation:	December 10, 2025
Introduced:	January 8, 2026, by Councilwoman Faith Sorice
Public Hearing & Vote:	January 22, 2026
Effective Date:	February 21, 2026

Agenda Item: **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

Submitted by: Brian Forschner, City Planner
Presented by: Brent Merriman, City Manager

Summary: The subject property is a vacant lot with frontage on Vine Street and adjacent to West Main Street, located between the B-3-zoned Tim Horton's and a single-family home. The applicant, who is the property owner, intends to either sell the property or develop a business on the property (no specific plans were provided with this request, as none are required with this type of rezoning application). In summary, the proposed rezoning matches the existing zoning district to the east and provides an opportunity for an additional business adjacent to Tim Horton's or a larger commercial redevelopment project. The adjacent Tim Horton's property is currently for sale.

See the attached staff report to the Planning and Zoning Commission for additional details, including an analysis of this rezoning according to applicable criteria in the Land Development Code. The staff report reflects a review of the rezoning by Planning and Zoning Division staff. Planning and Zoning Commission voted to recommend approval of this rezoning after holding a public hearing at their December 10, 2025, meeting, based on the findings of this staff report. No individuals other than the applicant spoke during the public hearing.

Cover Memo Attachments: PZC staff report.

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 2026-02 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.

CITY OF XENIA, OHIO
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

WHEREAS, Haydee Hernandez, the property owner, has filed an application to rezone the above-mentioned property from R-2 Two-Family Residential District to B-3 General Business District;

WHEREAS, the Xenia Planning and Zoning Commission, at their December 10, 2025, meeting, held the required public hearing and voted to recommend to this Council that the requested rezoning be approved, in Case PZC2025-14;

WHEREAS, the procedures with regard to zoning amendments to the City's Official Zoning Map, as set forth in § 1220.03 of the City's Land Development Code, have been followed; and

WHEREAS, this Council finds it to be in the best interests of the health, safety and welfare of the City and its inhabitants to adopt the Planning and Zoning Commission's recommendation and make certain amendments to the City's Official Zoning Map,

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

Section 1. The Official Zoning Map of the City of Xenia, Ohio, is hereby amended by changing the zoning district classification from R-2 Two-Family Residential District to B-3 General Business District for the 0.651-acre parcel located on Vine Street between 693 Vine Street and 38 North Orange Street (Greene County Auditor Parcel ID M40000100200001900), as shown on the attached Exhibit A, which shall be part of this Ordinance and shall be used as a reference for reflecting the zoning district classification change on the City of Xenia's Official Zoning Map.

Section 2. The City Planner is hereby directed to make the approved amendments to the City's Official Zoning Map.

Section 3. All ordinances or parts of ordinances that conflict with this ordinance are hereby repealed.

Section 4. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 5. This Ordinance shall take effect February 21, 2026.

Introduced: January 8, 2026
Adopted: January 22, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

Exhibit A: Area to be Rezoned

Outlined in Light Blue



Zoning Districts

- R-1A One Family Residential (12,500)
- R-1B One Family Residential (10,000)
- R-1C One Family Residential (7,500)
- R-1D One Family Residential (5,000)
- R-2 Two Family Residential
- R-3 Attached Residential
- O-1 Office
- P-1 Public and Institutional
- B-1 Convenience Business
- B-2 Downtown
- B-3 General Business
- I-1 Light Industrial
- I-2 Heavy Industrial
- A-1 Agricultural
- PUD Planned Unit Development
- Properties Outside City or Rights-of-Way

Other Information

- Bike Trails
- City Boundary
- Edge Of Pavement
- Parks
- Historic Districts/Properties

STAFF REPORT
XENIA PLANNING AND ZONING COMMISSION

ITEM:	Zoning Map Amendment (Rezoning)
CASE NUMBER:	PZC2025-14
REPORT DATE:	December 3, 2025
MEETING DATE:	December 10, 2025
APPLICANT NAME:	Haydee Hernandez
PROPERTY ADDRESS:	Vine Street (vacant lot east of 693 Vine Street)
GREENE COUNTY PARCEL IDENTIFICATION NUMBER(S):	M40000100200001900
ORDINANCE SECTION(S):	1220.03
ZONING:	Existing: R-2 Two Family Residential District Proposed: B-3 General Business District

A. Action Requested

Hold a public hearing and vote whether to endorse a proposed rezoning of the above property from R-2 to B-3.

B. Background

The applicant is the owner of the above subject vacant lot and has requested this rezoning in order to improve the development potential of the property.

See Exhibit A for a map of the subject property, surrounding properties and existing zoning districts. The subject property is adjacent to the Tim Horton's site to the east, which is zoned B-3. Properties to the north and west are zoned R-2 and contain a mix of single-family homes, duplexes and vacant land. To the south is an irregularly shaped parcel that consists mostly of undedicated West Main Street right-of-way, although it includes some undeveloped land on both sides of this street. The ownership status of this parcel and the exact right-of-way boundaries are not available to staff.

The applicant has not stated a specific purpose for the requested rezoning, other than improving prospects for development. The Tim Horton's site has been for sale, and the City has been contacted by an entity interested in purchasing the site and adjacent parcels. This could indicate potential interest in assembling land as part of a commercial development or redevelopment project.

The table on the following pages lists the uses permitted in the existing and proposed zoning districts:

Use Type	R-2	Proposed B-3
Agriculture (Raising of Crops)	P	P
Agriculture (Livestock)	---	---
Community Gardens	PS	---
Farm Implement Sales and Service	---	C
Greenhouses and Nurseries	---	P
Residential Facility (Small)	PS	---
Dwelling, Single-Family	P	---
Dwelling, Two-Family	P	---
Narrow Lot Developments	C	---
Permanently Sited Manufactured Homes	PS	---
Animal Hospitals, Clinics or Grooming	---	P
Kennels and Animal Boarding	---	C
Restaurants and Bars	---	P
Mixed Use Buildings (With Residential Uses)	---	PS
Bail Bonding Institutions	---	PS
Banks or Financial Institutions	---	P
Business and Professional Offices	---	P
Contractor Offices	---	P
Outpatient Healthcare Facility	---	PS
Payday Lending, Cash Advance, or Non-Chartered Financial Institutions	---	C
Commercial Recreational Facilities (Indoors)	---	P
Commercial Recreational Facilities (Outdoors)	---	C
Community Clubhouses	C	---
Indoor Shooting Ranges	---	PS
Night Clubs/Private Clubs	---	P
Theaters	---	P
Auction Sales or Flea Markets	---	C
Business Services	---	P
Convenience Stores	---	P
Day Care Facilities (Child or Adult)	C	P
Fireworks Retail Establishments	---	C
Funeral Homes and Mortuaries	---	PS
Massage Establishments	---	PS
Parking Lots or Garages	---	S
Pawnshops	---	PS
Personal Services	---	P
Retail Sales and Services	---	P
Tattoo Establishments	---	PS
Wholesale Establishments	---	PS
Banquet Halls or Conference Centers	---	P
Hotels or Motels	---	P
Transient Guest Lodging	PS	PS

Use Type	R-2	Proposed B-3
Auto Service Stations	---	PS
Automotive Fuel Sales	---	PS
Automotive Repair (Heavy)	---	C
Motor Vehicle Sales and Leasing	---	P
Other Vehicle Type Sales and Leasing	---	P
Vehicle Washing Establishments	---	PS
Machinery and Heavy Equipment Sales, Leasing, and Storage	---	C
Manufacturing and Production (Indoors)	---	C
Research and Development or Laboratories	---	C
Towing Services	---	C
Self-Storage Facilities	---	PS
Cemeteries	C	---
Cultural Institutions	P	P
Educational Facilities (K-12)	C	C
Educational Facilities (Higher Education)	C	C
Religious Institutions	C	C
Improved Park and Recreational Facilities	C	P
Open Space and Conservation Areas	P	P
Public Use or Building	C	C
Radio and Television Studios	---	C
Wireless Telecommunication Facilities (New Towers)	C	C
Wireless Telecommunication Facilities (Antenna Only)	PS	PS
Utility Structures	PS	PS

C. Staff Analysis

Staff reviewed the proposed Zoning Map Amendment application against the review criteria specified in Section 1220.03(e) of the Land Development Code:

Criteria	Analysis
(1) The proposed amendment is consistent with the comprehensive plan, other adopted City plans, and the stated purposes of this code as established in Section 1218.01: Purpose.	**Neutral** neXtPlan recommends Core Neighborhood for the subject parcel and Regional Business District for the Tim Horton's parcel to the east. Core neighborhood recommends 1-4-unit residential buildings, with the potential for corner stores or offices located on thoroughfares. Despite the unclear ownership status of the parcel to the south, the Official Zoning Map considers it to be part of the West Main Street right-of-way and does not assign a zoning district. This would indicate that the subject parcel has frontage on West Main Street, a thoroughfare, which would support commercial uses on the subject parcel. B-3 permits some heavy commercial uses that are more intense than the "corner stores or offices" supported in Core Neighborhood areas. However, the subject property's adjacency to neXtPlan's Regional Business District supports some flexibility in this interpretation. These mixed factors lead staff to believe that neXtPlan is neutral on the requested rezoning.
(2) The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.	**Satisfied** The applicant is requesting this rezoning in order to improve marketability for development. Xenia is facing residential growth unparalleled in recent history, which is generating increasing demand for commercial uses. Xenia contains relatively little B-3-zoned acreage that has not already been developed. Rezoning this parcel will allow this location to better capture the needs of a growing community while encouraging reinvestment and infill development on the edge of an existing commercial district.
(3) The proposed amendment, if amending the zoning map, is consistent with the stated purpose of the proposed zoning district.	**Satisfied** The purpose of the R-2 District, in addition to recognizing older neighborhoods with homes that can be converted to two units, "allows the construction of new two-family residences where slightly greater densities are permitted." The purpose of the B-3 District is to "accommodate professional offices, general commercial uses, and larger scale businesses that sell goods and provide services to the general public in a setting that is focused around nonresidential activity areas." The proposed rezoning will create a larger contiguous area of B-3 zoning adjacent to a major thoroughfare, which will help support larger-scale businesses.
(4) The proposed amendment, if to the zoning map, follows lot lines or the centerlines of streets, railroads, or other rights-of-way.	**Satisfied** The rezoning will follow the subject parcel's boundaries.

Criteria	Analysis
(5) The proposed amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.	**Not Satisfied** The increased intensity of B-3 zoning relative to R-2 zoning, and the subject property's adjacency to existing R-2 zoning, produces inevitable potential for adverse environmental impacts. Stormwater runoff may be mitigated by stormwater regulations. Clearing of the site for development will inevitably impact wildlife habitat. Potential noise of some permitted uses may adversely impact adjacent residential properties. Buffering requirements can help to reduce but not eliminate these impacts.
(6) The proposed amendment will not constitute spot zoning where special treatment is given to a particular property or property owner that would not be applicable to a similar property, under the same circumstances.	**Satisfied** The proposed rezoning continues a contiguous pattern of B-3 zoning established on the adjacent parcel to the east, on a parcel that has frontage on one of the City's primary thoroughfares. The rezoning also follows a trend established earlier this year with the rezoning of 234 Dayton Avenue, which similarly increased B-3 acreage in this area.
(7) The proposed amendment is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract.	**Neutral** Per the analysis of Criterion (5), there is a potential for noise impacts that affect properties abutting roughly half of the subject property's perimeter. These impacts will not adversely impact B-3-zoned land to the east, or the West Main Street right-of-way to the south.

D. Staff Recommendation

Based on the preceding analysis, staff recommends that PZC endorse this rezoning.

City Council is scheduled to introduce an ordinance for this rezoning at their January 8 meeting, and hold a public hearing and vote on the ordinance at their January 22 meeting. If approved, the ordinance will go into effect February 21.

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Introduction:	January 22, 2026
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:

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)

~~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:
Introduction: January 22, 2026
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:

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.

(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**; Ord. 2026-04. Adopted **/**/26**)

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

ASC Meeting: December 9, 2025, and January 13, 2026
Presentation & Vote: January 22, 2026
Effective Date: January 22, 2026

Agenda Item: **RESOLUTION 2026 – 003**
ESTABLISHING THE CITY'S 2026 ORGANIZATIONAL PLAN, LISTING POSITION TITLES AND NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF XENIA PERSONNEL

Submitted By: Administrative Steering Committee
Presented By: Brent Merriman, City Manager

Summary: City Charter § 10.06 requires the Administrative Steering Committee ("ASC") to recommend to Council a yearly Organizational Plan, which is 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 is 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 is 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).

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, to exchange a Probation Officer position for another Deputy Clerk position. This will 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 are some special circumstances that have caused an employee to be away from work regularly, thus necessitating the additional Deputy Clerk position. This arrangement is expected to last until May 2026, after which the Court will reevaluate its staffing and may request to amend the Plan back to five (5) Probation Officers and eight (8) Deputy Clerks.

Cover Memo Attachment(s): None

Budgetary Impact: Changes included in 2026 temporary budget approved by Council.

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

Recommendation: It is the recommendation of the Administrative Steering Committee that Council pass Resolution 2026-003 to establish the Charter-required yearly Organizational Plan, which sets forth all current position titles, number of employees authorized for each position, and the pay grade or pay range number for each position for 2026.

CITY OF XENIA, OHIO
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

WHEREAS, City Charter § 10.06 requires the Administrative Steering Committee to recommend to this Council an Organizational Plan, setting forth all City positions by title, the number of authorized positions for each title, and the pay grade or pay range number for each position;

WHEREAS, the Administrative Steering Committee met on December 9, 2025, and January 13, 2026, and has recommended the required Organizational Plan for 2026 to this Council; and

WHEREAS, City Charter § 10.06 further requires this Council to approve, by resolution, the recommended Organizational Plan, with or without amendment,

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

Section 1. The 2026 Organizational Plan setting forth position titles, the number of positions for each title, and the pay grade or pay range number for each position, as set forth in the attached Exhibit A, is hereby approved, subject to the availability of funds in the Annual Appropriations Ordinance.

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 on January 22, 2026, and shall expire upon Council's adoption of a resolution establishing the City's Organizational Plan for 2027.

Passed: January 22, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

Classification	Position	Full-Time	Part-Time	Pay Grade or Range No.
CITY MANAGER'S OFFICE				
UNC	City Manager	1	0	Set by Council
UNC	Assistant City Manager	1	0	PG 009
UNC	Executive Assistant to the City Manager	1	0	PG 004
ADMINISTRATIVE SERVICES DEPARTMENT				
UNC	Administrative Services Director	1	0	PG 009
SUPPORT SERVICES DIVISION				
C	**Administrative Services Specialist** ~~Secretary~~	2	0	RN **414** ~~412~~
PUBLIC RELATIONS DIVISION				
UNC	Public Relations Coordinator	1	0	PG 004
INFORMATION TECHNOLOGY DIVISION				
UNC	Chief Technology Officer	1	0	PG 008
UNC	Network Administrator	1	0	PG 006
UNC	Systems Administrator	1	0	PG 006
C	IT Technician	1	0	RN 414
C	Management Analyst	1	0	PG 002
DEVELOPMENT SERVICES DEPARTMENT				
UNC	Development Services Director	Filled by Asst. City Manager [XCC 219.02(b)(9)]		
COMMUNITY DEVELOPMENT DIVISION				
UNC	Community Development Coordinator	1	0	PG 004
ECONOMIC DEVELOPMENT DIVISION				
UNC	Economic Development Coordinator	1	0	PG 007
PLANNING & ZONING DIVISION				
UNC	City Planner	1	0	PG 007
C	Code Enforcement Officer	2	0	PG 002
BUILDING DIVISION				
UNC	Chief Building Official	Filled by Contracted Services [XCC 234.02(a)]		
PUBLIC SAFETY DEPARTMENT				
UNC	**Community Resources Coordinator**	**1**	**0**	**PG 003**
POLICE DIVISION				
UNC	Police Chief	1	0	PG 009
UNC	Police Major	2	0	PG 008
C	Police Sergeant	7	0	RN 224
C	Police Officer	38	0	RN 215
UNC	Police Cadet	3	0	RN 215
C	Police Service Aide	4	0	RN 414
C	Court Security Officer	0	6	PG 002

C = Classified
UNC = Unclassified

PG = Pay Grade
RN = Range Number

Classification	Position	Full-Time	Part-Time	Pay Grade or Range No.
FIRE & EMS DIVISION				
UNC	Fire & EMS Chief	1	0	PG 009
UNC	Deputy Fire & EMS Chief	2	0	PG 008
C	Fire Inspector	0	**2** ~~1~~	PG 003
C	Fire & EMS Captain	3	0	RN 327
C	Fire & EMS Lieutenant	6	0	RN 324
C	Firefighter	35	0	RN 315
EMERGENCY COMMUNICATIONS DIVISION				
UNC	Emergency Communications Administrator	1	0	PG 008
UNC	Emergency Communications Supervisor	**2** ~~1~~	0	PG 005
C	Emergency Communications Operator	20	0	RN 312
UNC	Public Safety Technology Officer	1	0	PG 007
~~UNC~~	~~Public Safety Technology Specialist~~	~~1~~	~~0~~	~~PG 005~~
PUBLIC SERVICE DEPARTMENT				
UNC	Director of Public Service	1	0	PG 009
UNC	City Engineer	1	0	PG 007
UNC	**Assistant City Engineer**	**1**		**PG 006**
C	Engineering Project Manager	2	0	PG 005
C	GIS Analyst	1	0	PG 003
C	Management Analyst	1	0	PG 002
C	PS Maintenance Supervisor – Utilities & Streets	1	0	PG 006
C	PS Maintenance Supervisor – Facilities & Fleet	1	0	PG 006
C	Electrician	1	0	RN 117
C	Equipment Operator **- In Training, I, and/or Lead** ~~II~~	8	0	**RN 113, 114 or** 116
~~C~~	~~Equipment Operator I~~	~~1~~	~~0~~	~~RN 114~~
~~C~~	~~Equipment Operator In Training~~	~~4~~	~~0~~	~~RN 113~~
C	Maintenance Worker	19	0	RN 112
UNC	Unskilled Laborer	0	2	PG 001
UNC	Facility & Ground Attendant	1	**2** ~~3~~	PG 001
C	Equipment Mechanic	2	0	RN 115
C	Water Treatment Plant Supervisor	1	0	PG 006
C	Water Treatment Plant Operator I	5	1	RN 114
C	Water Treatment Plant Operator II	1	0	RN 117
C	Wastewater Treatment Plant Supervisor	1	0	PG 006
C	WWTP Operator I ~~(w/out EPA cert. II)~~	**4** ~~3~~	0	RN 114 **or 115**
~~C~~	~~WWTP Operator I (with EPA cert. II)~~	~~1~~	~~0~~	~~RN 115~~
C	Wastewater Treatment Plant Operator II	2	0	RN 117
C	Treatment Plant Lab Technician I	1	0	RN 117
C	Treatment Plant Lab Technician II	1	0	RN 118

C = Classified
UNC = Unclassified
PG = Pay Grade
RN = Range Number

Classification	Position	Full-Time	Part-Time	Pay Grade or Range No.
LAW DEPARTMENT				
UNC	Law Director	1	0	Set by Council
UNC	Assistant to the Law Director	1	0	PG 002
CITY PROSECUTION DIVISION				
UNC	City Prosecutor	1	0	PG 007
VICTIM ADVOCATE DIVISION				
UNC	Victim Advocate Supervisor	1	0	PG 004
C	Victim Advocate	2	1	PG 002
FINANCE DEPARTMENT				
UNC	Finance Director	1	0	Set by Council
UNC	Assistant Finance Director	1	0	PG 008
ACCOUNTING DIVISION				
C	Finance Technician	2	0	RN 416
ACCOUNTS RECEIVABLE & BILLING DIVISION				
UNC	Accounts Receivable Manager	1	0	PG 006
C	Finance Clerk – A/R	4	0	RN 412
TAX DIVISION				
UNC	Tax Administrator	Filled by Contracted Services [XCC 254.02(a)]		
PAYROLL & BENEFITS DIVISION				
C	Finance Clerk – Payroll	1	0	RN 414
CITY CLERK'S OFFICE				
UNC	City Clerk	1	0	Set by Council
UNC	Deputy City Clerk	1	0	PG 003
XENIA MUNICIPAL COURT				
UNC	Court Administrator/**Magistrate**	1	0	PG 006
UNC	Magistrate	**0** ~~1~~	**1** ~~0~~	Set by Judge
UNC	Clerk of Courts	1	0	PG 005
~~UNC~~	~~Chief Deputy Clerk~~	~~1~~	~~0~~	~~Set by Clerk of Court~~
UNC	Deputy Clerk	**9** ~~7~~	0	Set by Clerk of Court
UNC	Chief Bailiff	1	0	Set by Judge
UNC	Bailiff	2	0	Set by Judge
UNC	Chief Probation Officer	1	0	PG 004
UNC	Probation Officer	**4** ~~5~~	0	PG 002
UNC	Court Reporter	1	0	PG 002
UNC	Office Aide	0	1	PG 001

C = Classified
UNC = Unclassified

PG = Pay Grade
RN = Range Number

A. The appointed officials are hereby authorized to hire interns on a temporary, part-time basis, the compensation for such interns to be determined on a case-by-case basis, within the limits of the appropriations set by Council in the Annual Appropriations Ordinance for the Department or Division in which the intern is employed.

B. The Police Division is hereby authorized to use Reserve Police Officers for the purpose of filling Special Duty details.

C. The following positions have been created by Council pursuant to the City's Administrative Code, but are not currently a part of the City's Organizational Plan:
   - Personnel Management Administrator (Admin. Services Dept., Personnel Management Division)
   - Assistant Public Safety Director (Public Safety Dept.)
   - Fire & EMS Cadet (Public Safety Dept., Fire & EMS Division)
   - ~~Public Safety Technology Analyst (Public Safety Dept., Emergency Communications Division)~~

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: January 22, 2026
Effective Date: January 22, 2026

Agenda Item: **RESOLUTION 2026 – 004**
WAIVING THE COLA INCREASE FOR WATER USAGE RATES FOR 2026 PURSUANT TO XENIA CITY CODE SECTION 1010.05(c)(2)

Submitted by: Donnette Fisher, Law Director
Presented by: Ryan Duke, Finance Director

Summary: In November, City Council adopted Ordinance 2025-31, which increased the City's water rate by $0.000771 per gallon, effective March 1, 2026. This increase was implemented through an amendment to the City's Fee Schedule. 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.

In 2024, Council enacted a comprehensive rewrite of the City's Utility Code. As a part of that update, Council established annual COLA increases for water, sanitary sewer, stormwater, and sanitation usage rates, with such increases to begin in March 2026. This approach is intended to ensure that utility rates keep pace with inflation and rising maintenance costs by enacting small yearly increases, rather than imposing large increases every five to ten years. The COLA increase is set to apply automatically each year unless the Finance Director, no later than February 1st, recommends to City Council that all or any part of the yearly COLA increase be waived.

The legal mechanism set forth in City Code to affect such a waiver for water usage rates is § 1010.05(c)(2), which authorizes Council to waive all or any part of the proposed COLA increase by resolution. Thus, even though the Finance Director informed Council at the time of adoption of Ordinance 2026-31 that he recommended waiving the COLA increase for water usage rates for 2026, the process for waiver set forth in Xenia City Code § 1010.05(c)(2) requires Council to specifically act, by resolution, to waive such increase. Per § 1010.05(c)(3), if Council takes no action to waive the COLA increase, then it must be implemented by the Finance Director by March 1, 2026.

Cover Memo Attachments: None.

Budgetary Impact: The COLA increase for 2026 would have been 2.96%; however, the rate increase approved by City Council by Ordinance 2025-31 was in lieu of the COLA increase, and will produce an estimated $508,000 in annual water fund revenue.

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 – 004 to waive the automatic COLA increase for water usage rates for 2026, as authorized by Xenia City Code Section 1010.05(c)(2).

CITY OF XENIA, OHIO
RESOLUTION 2026 – 004

WAIVING THE COLA INCREASE FOR WATER USAGE RATES FOR 2026 PURSUANT TO XENIA CITY CODE SECTION 1010.05(c)(2)

WHEREAS, Xenia City Code § 1010.05(c)(1) states that beginning in 2026, the City's water usage rate shall be subject to an annual cost of living adjustment (COLA), and that a new yearly water usage rate shall be established by adding the COLA to the then current water usage rate;

WHEREAS, Xenia City Code § 1010.05(c)(2) authorizes City Council to waive, by resolution, all or any part of the yearly COLA increase upon the recommendation of the Finance Director;

WHEREAS, the Finance Director has recommended that the COLA increase for the City's water usage rates be waived for 2026, and the water usage rate was increased, effective March 1, 2026, by Ordinance 2025-31, adopted on November 25, 2025; and

WHEREAS, this Council finds it to be in the best interest of the City and its residents to waive the COLA increase for water usage rates for 2026 as recommended by the Finance Director,

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

Section 1. The annual COLA increase to the City's water usage rates for 2026 is hereby waived, as authorized by Xenia City Code § 1010.05(c)(2). Accordingly, the Finance Director shall not implement the yearly COLA increase for water usage rates for 2026.

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: January 22, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: January 22, 2026
Effective Date: January 22, 2026

Agenda Item: **RESOLUTION 2026-005**
AUTHORIZING THE EXECUTION OF A LEASE FOR 56 E. SECOND STREET (PARKING LOT 8) WITH JAMES W. SCHMIDT

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

Summary: Over the past year, staff has been in negotiations with Mr. Jim Schmidt to purchase Parking Lot 8 and two (2) adjoining properties which 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 is now interested in selling and has requested a temporary lease extension. The last lease ended in 2025 without an option to extend, so staff seeks Council approval for a new lease for Parking Lot 8. Staff recommends 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.

Cover Memo Attachments: Draft Lease.

Budgetary Impact: $1,800 per 6-month term, from Fund 615

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

Recommendation: Pass Resolution 2026-005 authorizing the City Manager to sign a short-term lease for 56 E. Second St., known as Municipal Parking Lot 8, with Jim Schmidt.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 005

AUTHORIZING THE EXECUTION OF A LEASE FOR 56 E. SECOND STREET (PARKING LOT 8), WITH JAMES W. SCHMIDT

WHEREAS, the City of Xenia has been leasing the property at 56 E. Second Street, known as Municipal Parking Lot 8 (Parcel ID M40000200120002400), since 1989;

WHEREAS, over the past year, the City has been in negotiations with the lot owner, James W. Schmidt, to purchase the parking lot and two adjacent properties;

WHEREAS, while negotiations remain underway, the City wishes to continue leasing the lot in order to maintain downtown parking opportunities; and

WHEREAS, the new lease will prevent a parking shortfall while City staff continues to pursue a permanent solution,

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 enter into a lease agreement with James W. Schmidt for the property known as "Municipal Parking Lot 8 (Parcel ID M40000200120002400), through June 30, 2026, plus up to three (3) six-month extensions, upon such terms and conditions as are approved by the Law Director.

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

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

Passed: January 22, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made by and between the CITY OF XENIA, OHIO, an Ohio municipal corporation ("the City"), 107 E. Main Street, Xenia, Ohio, 45385, as approved by the Xenia City Council by Resolution 2026-005, passed January 22, 2026, and JAMES W. SCHMIDT ("Owner"), 63½ E. Main Street, Xenia, Ohio.

WITNESS, that for and in consideration of the mutual promises and covenants contained herein, it is agreed by and between the parties hereto as follows:

1. Leased Premises. The Owner, in consideration of the monthly rents to be paid and the covenants and agreements to be performed by the City, hereby leases to the City the property located at 56 E. Second Street, Xenia, Ohio (Greene County Auditor Parcel ID M40000200120002400), hereinafter described as the "Leased Premises."

2. Lease Term. The term of the Lease shall be January 1, 2026, to June 30, 2026. Thereafter, this Lease may be renewed for three (3) additional six-month terms upon the request of the City Manager and the approval of the Owner.

3. Rent. The monthly lease payment under this Agreement shall be Three Hundred Dollars ($300) per month, payable to the Owner in advance of the first day of each month. Alternatively, the City may, at its discretion, pay in quarterly installment or one lump sum. The City shall also pay all property taxes and assessments but shall not be responsible for any unpaid tax liens or private liens, mortgages, or judgments that are placed on the Lease Premises as a result of the Owner's actions or omissions.

4. Maintenance of Leased Premises.
   (a) The City covenants with the Owner that it will properly maintain the Leased Premises during the term of said lease at its sole cost and expense. The City shall not barricade the access to the rear of the buildings north of the parking lot.

   (b) The City and the Owner agree that no dumpsters, trash toters, or other type of trash receptacle shall be placed in or on the Leased Premises at any time during the Lease Term.

5. Insurance; Waiver of Claims.
   (a) The City shall keep the Leased Premises insured against claims for personal injury and property damage under a policy of comprehensive public liability insurance for the protection of the City and the Owner, and the Owner shall be named as an additional insured.

   (b) The City and the Owner hereby waive all claims for recovery from each other for any loss or damage sustained by them, individually, that are attributable to the Leased Premises, which is insured under valid and collectible insurance policies, to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

6. Right of First Refusal. The Owner grants to the City the exclusive and irrevocable right, during the Lease Term, of first refusal or first option to purchase the Leased Premises. This right of first refusal or first option shall be exercised by the City within thirty (30) days of receipt of written notification from the Owner that the Owner desires to sell the Leased Premises. The Owner shall provide such notice to the City prior to offering the Leased Premises to a third party.

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7. Miscellaneous.
   (a) This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect.

   (b) This Agreement shall not be assigned by either party without the prior written consent of the other party. The terms and provisions of this Lease Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and permitted assigns.

   (c) This Agreement may be amended or modified only upon the written agreement of the City and Owner, as evinced by an addendum hereto.

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

OWNER: James W. Schmidt

_____
James W. Schmidt

Date: _____

CITY: City of Xenia, Ohio

By: _____
Brent W Merriman, City Manager

Date: _____

CERTIFICATE OF FISCAL OFFICER

It is hereby certified that the amount of $1,800 required to meet the first term of this Agreement has been lawfully appropriated, authorized, or directed for such purpose and is in the City Treasury or is in the process of collection to the credit of Fund No. _____ free from any previous encumbrances.

Date: _____

_____
Ryan Duke,
Xenia Finance Director

Approved as to form:

_____
Donnette A. Fisher, Esq.
Xenia Law Director

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