# XENIA CITY COUNCIL
# MEETING AGENDA
# JULY 9, 2026

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

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

## SPECIAL SESSION

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| **(1) CALL TO ORDER** | 5:00 p.m. |
| **(2) ROLL CALL AND EXCUSAL OF ABSENCES** | Vice President James Crawford, Councilwoman Faith Sorice, Councilman JD Mackiewicz, Councilwoman Rachel Huffman, Councilman Jesse Rubio, Mayor Ethan Reynolds, and President Wesley Smith |
| **(3) EXECUTIVE SESSION** | Labor Negotiations per ORC §121.22(G) |
| **(4) RECONVENE** | Reconvene in Special Session |
| **(5) RECESS** | |

## REGULAR MEETING

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| • **INVOCATION** | (or a moment of silence) |
| **(1) PLEDGE OF ALLEGIANCE** | Councilman Jesse Rubio |
| **(2) CALL TO ORDER** | 6:00 p.m. |
| **(3) ROLL CALL AND EXCUSAL OF ABSENCES** | Vice President James Crawford, Councilwoman Faith Sorice, Councilman JD Mackiewicz, Councilwoman Rachel Huffman, Councilman Jesse Rubio, Mayor Ethan Reynolds, and President Wesley Smith |
| **(4) APPROVAL OF MINUTES** | June 25, 2026 Regular Meeting |
| **(5) SPECIAL PRESENTATION(S)** | None |
| **(6) AUDIENCE COMMENTS** | The public may also submit comments and/or questions for Council consideration by emailing the City Clerk's Office at xeniacityclerk@cityofxenia.org by 3 p.m. on 07/09/2026. |

**(7) OLD BUSINESS**

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| **A. <u>ORDINANCE 2026-23</u>** (Public Hearing) | AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF XENIA, OHIO, TO REZONE THE PROPERTY AT 805 UPPER BELLBROOK ROAD AND A PORTION OF THE PROPERTY AT 817 UPPER BELLBROOK ROAD FROM A-1 AGRICULTURAL DISTRICT TO RB REGIONAL BUSINESS DISTRICT, *introduced by Councilman Mackiewicz on 06/25/2026* |

**XENIA CITY COUNCIL**
**MEETING AGENDA**
**JULY 9, 2026**

**(8) NEW BUSINESS**

**A. RESOLUTION 2026-039** APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 42 CULVERT REPAIR PROJECT (PID 114656) WITHIN THE CITY OF XENIA'S CORPORATE LIMITS *(City Manager)*

**B. RESOLUTION 2026-040** APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 68 RESURFACING PROJECT (PID 116328) WITHIN THE CITY OF XENIA'S CORPORATE LIMITS *(City Manager)*

**C. RESOLUTION 2026-041** AUTHORIZING THE EXECUTION OF THE LPA FEDERAL LOCAL-LET AGREEMENT WITH ODOT FOR THE W. CHURCH STREET (W. MAIN ST. TO N. DETROIT ST.) IMPROVEMENT PROJECT *(City Manager)*

**D. RESOLUTION 2026-042** AUTHORIZING THE EXECUTION OF A ROADWAY MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION *(City Manager)*

**E. RESOLUTION 2026-043** ACCEPTING THE ANNEXATION OF 121.558 ACRES OF LAND IN XENIA TOWNSHIP, LOCATED EAST OF 997 NORTH COLUMBUS STREET, TO THE CITY OF XENIA, OHIO *(City Manager)*

**F. RESOLUTION 2026-044** APPROVING AND RATIFYING THE TENTATIVE COLLECTIVE BARGAINING AGREEMENTS WITH THE XENIA POLICE OFFICERS ASSOCIATION AND THE FRATERNAL ORDER OF POLICE, POLICE SERGEANTS *(City Manager)*

**G. Procedural Motion** Authorizing the Finance Director to Provide the Greene County Budget Commission with a Preliminary Budget as Required by Ohio Revised Code § 5705.281 *(Finance Director)*

**H. Procedural Motion** Appointments to the Board of Zoning Appeals and the Planning and Zoning Commission *(Vice President Crawford and President Smith)*

**(9) APPOINTED OFFICIALS' REPORTS**

**(10) COUNCIL COMMENTS & REPORTS**

**(11) EXECUTIVE SESSION**

**(12) ADJOURNMENT**

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

**XENIA CITY COUNCIL**
**REGULAR MEETING**
**JUNE 11, 2026**

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## SPECIAL SESSION

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

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

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

**Charter Review Commission Members Present:** Chair Nancy McPeak, Vice Chair Chelsey Garrett, Howard Horstman, Thomas Scrivens, and Councilwoman Faith Sorice.

President Smith stated the Charter Review Commission (CRC) members would be voting on the approval of the June 9, 2026, Charter Review Commission meeting minutes.

Motion by Mr. Horstman, seconded by Councilwoman Sorice, to approve the June 9, 2026, CRC meeting minutes as written. The Roll on this was the following:

Ayes: Garrett, Horstman, McPeak, Scrivens, Sorice
Nays: None motion carried.

**(3) DISCUSSION:** Review of 2026 Xenia Charter Review Commission Report

Ms. Fisher noted the CRC members divided up the amendments, so each of the members had been assigned a different amendment to present for discussion. They would be making their presentation to Councilmembers, and the goal was for the CRC members to answer any questions Councilmembers had about the recommendations they were making.

**Recommended Amendment #1**

Mr. Horstman reviewed Amendment #1 concerning real property. Right now, property acquisition sales regarding real estate required a City ordinance. Because of the timeline, which required public input and a 30-day waiting period, it took about two months to move on a piece of real estate. Normally, that should not be a big deal, but when it came to tax delinquencies, the goal was to try to get those properties back into private hands as soon as possible. To try and reduce that delay, the proposal would be to remove the ordinance requirement for actions dealing with real estate, and have a resolution instead. The CRC members thought it was important to maintain the public input aspect, so while it would shorten the timeline to get real estate into private hands in the case of tax delinquencies, it would still give the public an opportunity for input, which normally resolutions did not require.

Councilman Mackiewicz asked if this was for only tax delinquent properties. Ms. Fisher said it would be any property. Mr. Horstman noted the anticipation was if a good deal came up on a piece of property, that person might not want to wait 60 days to sell it. Mr. Merriman said there could also be situations where the City was involved in a land transaction as a pass-through to take advantage of certain liberties that the City had. Those types of transactions were sometimes delayed because of the legislative process that was required. The public hearing process would still be a part of this, and they were not discouraging public input. This was just truncating the approval process, mostly to eliminate that 30 days to allow for a more timely transaction process.

**Recommended Amendment #2**

Ms. Garrett said there were currently no provisions made in the charter as to when elections for offices were to occur. In the proposed revision, it would keep the terms for members of Council and Mayor at four years each; however, those terms would be staggered. The members believed this approach would create more stability and less turnover. The current pattern was 4-3, where there were two seats of Council and the Mayor in one cycle, and then four seats of Council in the next cycle. The proposed new pattern would be 3-2-2, and the goal was the next election year in 2027, two members would run for their typical four-year term, and two members would be on a three-year term. This would only be a one-time adjustment until everyone cycled through, and just a one-year break in between was suggested for less turnover and more consistency. Mr. Horstman said this was admittedly a big change, as current Councilmembers were all beneficiaries in the current system. However, one of the rationales was to try and avoid a large loss of members or experience in one election cycle. Not long ago, there was a majority turnover in one election cycle, so there was a period of time where there were only two people on Council with more than a couple years of experience. That was kind of concerning because with a City growing like Xenia was, there should be an experienced base of members in place. The current cycle gave citizens two chances for input on City Council, and under this proposal on a four-year cycle, citizens would get three chances. This could encourage more participation, and the idea was to try and avoid a large loss of members or experience in one election cycle. Mr. Scrivens noted it would also preserve institutional memory, because there would always be at least two people who had been there at least two or more years.

Councilman Mackiewicz asked if the candidates would either file for a three-year or four-year term for the 2027 election. Ms. Fisher stated the way the language was written would be the top two vote getters would get the four-year terms, and the third and fourth vote getters would be the two three-year terms. When the CRC first looked at this in 2021, they looked at every type of possible pattern that could be used for elections, and decided on this. But, it would just be that one election, and it would be the third and fourth vote getter who would lose one year each on their terms, and the next election it would be back to four years. Mayor Reynolds confirmed those candidates would lose one year of their term, and he was also concerned with tying it directly to a gubernatorial cycle. While the City had a non-partisan charter, tying this process directly into a partisan election, which would be the next gubernatorial election in 2030, it would be tied into the partisanship. Ms. Fisher did not think there was any discussion to tie this into the partisan elections. Mayor Reynolds said that might not have been discussed, but it ultimately would be that. Vice President Crawford commented that was an unintended effect. Mayor Reynolds concurred, and noted that everyone ran on a partisan label already, but this would even be more so. He did

not like that it would be more partisan that it already was. Mr. Scrivens said no one would care about the other names on the ballot, because this was a non-partisan election. Mayor Reynolds said it would become partisan by both political parties. There was a brief discussion about election cycles, partisanship, and unforeseen consequences. Mr. Scrivens noted that since the CRC was a non-partisan commission, they did not even consider partisanship in terms of the City's non-partisan election, and that did not control how they made their decision. Vice President Crawford understood, and noted the members came up with a resolvable piece for what they saw to be a problem. Mr. Horstman said they were looking at local government, and how to avoid a large loss of institutional knowledge in one election cycle. Mayor Reynolds noted Council would discuss it further. Councilman Mackiewicz agreed with Mayor Reynolds, but that could also mean the possibility of a majority of new people potentially with very different ideas. Mayor Reynolds stated that was what elections were for. If the voters voted everyone out, they were determining they wanted a change, and that was on the Councilmembers that had failed to convince voters to reelect them. Ms. Garrett noted the fear was it could cause the City to lose momentum because there was a learning curve for new Councilmembers. Mayor Reynolds understood, and it was a problem the members found a decent solution to. He was okay with the 4-3 as they had it now. As far as he could go back, which was 1993, it had been a 4-3 system, and he liked the way it was. Mr. Merriman noted one of the things discussed was a previous circumstance that concerned the current rule of the two years' experience required for eligibility for Council President and Vice President, and there were only two Councilmembers that met that provision. Councilmember Mackiewicz asked Mayor Reynolds if he would still be concerned if this were reworked to begin in odd years. Mayor Reynolds stated he liked the system they had currently.

**Recommended Amendment #3**

Ms. McPeak said this amendment concerned pay raises. She knew Councilmembers were not paid well, and this proposal would allow them to at least get some credit towards their Ohio Public Employees Retirement System (OPERS) account. Councilmembers would not be voting for their own pay raise, and she did not know how long it had been since they actually had to vote for a pay raise. Mr. Duke noted it was every four years. Ms. McPeak knew the public would love that Councilmembers would have no control over the pay raise because it would be set by OPERS. Mayor Reynolds agreed with Ms. McPeak. President Smith asked what the salary for Council would be compared to now. Ms. Fisher said she tried to look at what the salaries would be for the year, and she noted Councilmembers were not allowed to take an in-term increase on their salary because it was an ethics violation. Part of what this amendment would do was it would get Councilmembers on the same playing field as each other, because right now, they were making different salaries. Mr. Scrivens noted it was an embarrassing amount by any measure. Mr. Duke said the increase would be over a three-year period for all seven members, and it would cost about $100,000 total for that increase. It would be tied into the OPERS monthly minimum amount, and OPERS based that amount on what township trustees made. Ms. Fisher said in 2021, the CRC said Council salaries were something that needed to be addressed, but they chose not to address it at that time because there were so many other recommended changes. This time, the CRC members did look at a lot of different options, but they thought this was most fair. Since they were paying into OPERS and serving as public servants but not getting the credit with OPERS for serving, this would address that as well. Current Council pay in comparison to surrounding communities was almost at the very bottom. Mayor Reynolds thought Ms. McPeak was right, because voters would

love the idea, and the pay raises would be locked in. Mr. Scrivens noted that would depend on how well that message was communicated. Vice President Crawford stated after the pay raise, it would put Councilmembers in line with other communities. Mr. Scrivens concurred. There was a short discussion about surrounding communities and their Council pay.

President Smith asked if these amendments would be presented to the voters separately or together. Ms. Fisher said that would be up to Council. Mr. Horstman stated in his opinion, Council would still be vastly underpaid, but it was an improvement over the current system. Mr. Duke said the OPERS credit would be tied to the township schedule, which was in state law and evaluated on a regular basis, so it was an objective metric. Mr. Merriman said the biggest challenge would be explaining it to people. The Commission did a great job of looking at a lot of different options and trying to find something that could be politically acceptable with the populous. There was some independence created from the Council and how it tied to OPERS, but staff agreed this was the best approach that was sellable to people, if they understood.

Ms. Fisher said when Council had their discussion about which of these amendments they wanted to present, they would decide if it was best to present them together or separately. There was a brief discussion about how amendments were presented during the last Charter Review process. Mr. Horstman was concerned if this amendment was split for its own separate vote, he did not see it passing. If this was put as a packaged item with the other amendments, it made more sense. The CRC members wanted to focus on the fairness aspect, because what Councilmembers did was at least as important as what the township trustees did. Even more so. Councilmembers ought to at least get what the township trustees got.

**Recommended Amendment #4**

Councilwoman Sorice noted within 30 days of presentation of the operating budget and Capital Improvement Plan to Council, the Council may approve the proposed estimated operating budget and Capital Improvement Plan by procedural motion as opposed to an administrative motion. Ms. Fisher said this was basically just a correction of a typo from the charter amendments in 2022. That administrative language was missed. Mr. Merriman noted Council did procedural motions instead of administrative motions; it was the same thing, just properly titled.

**Recommended Amendment #5**

Mr. Scrivens said under Ohio law, the City had the authority to provide, by charter, the process for the nomination and election of officers. The Commission was recommending that the City establish its own process and methods for nomination to City office in order to help preserve the non-partisan nature of City elections. The Commission also recommended adding language to clarify the City's elections were conducted at-large rather than by ward or party. There had been language in this section that was struck, and any added language was underlined. The Commission recommended several amendments in the section to clarify the required form of nominating petitions to retain the 75 signature requirement. This would clarify that a sworn statement from the petitioner was circulated, and there were amendments to expand the charter's current provisions by adding petition requirements that largely mirrored state law. Most importantly, that section would make it clear that City Council, not the county Board of Elections (BOE), must approve the petition form. This section would also add a detailed statement of candidacy requirements for

candidates seeking office by nomination. Although the existing charter briefly referenced that statement in §11.02(6), the proposed amendments explained the requirement more fully and aligned with state law. Ms. Fisher noted most of what was in this amendment mirrored state law. The major changes were state law said 50 signatures, but the City had always required 75, so the Commission recommended keeping that at 75. State law currently said that nominating petitions were to be set by the Ohio Secretary of State, but City charter currently said the form was to be created by the BOE. The Commission was recommending that Council approve and set their own form, so there would actually be a nominating petition that said 75 signatures were required. The petition that was handed out at the BOE said 50, and there were some issues several years ago. Mr. Merriman noted the BOE misadvised candidates on the number of signatures required, because the charter was different from what the state required.

Ms. Fisher stated one of the things not currently addressed in the charter was recall. All the charter said about recall was that the provisions of Chapter 705 were fine. Recently, Fairborn had an election on their charter amendment because of a recent case that came out of the Ohio Supreme Court. The case was Maumee versus Lucas County, and the Ohio Supreme Court said the reference to Chapter 705, as what was in the City's charter, was not enough to create the right of recall for a municipality's citizens. If something was not put in the charter specifically as to recall, there was a very strong argument that residents did not have a right to recall. The suggestion was to follow the recall provision in state law with the exception that the person had to serve at least six months of their term before a recall petition could be filed against them. Mayor Reynolds said the state required a year. Ms. Fisher said there was no requirement in the state at all as to how long. The recall petition under state law said, there had to be a statement on the petition as to the number of words used as to why a person should be recalled, and state law said 200, but the Commission recommended 500. Also, if there was a recall petition, there was supposed to be nominating petitions for candidates to replace that person if they were recalled. State law said the filing deadline was 20 days, but the Commission recommended 30 days. For election results, some language was added that if no one filed as a candidate to replace that recalled person, Council would fill that vacancy. If the person was not removed, then no further recall petition could be filed against them for at least one year.

Mayor Reynolds asked to run for office, who the petitions would be filed with. Ms. Fisher said the BOE. Mayor Reynolds confirmed it did not go to the City Clerk, and then the BOE, because that was in the last one. Ms. Fisher concurred, but the Commission chose to take that out, and the only thing that would be filed with the City Clerk were initiative and referendum petitions. In state law, initiative and referendum petitions were to be filed with the City Auditor. Because under state law, they were to be filed with the City first. For those types of petitions, rather than the Finance Director, who was closest to City Auditor, the Commission chose the City Clerk. But, that was just on initiative and referendum. For nominating petitions for election, that would go right to the BOE, and would not go through the City. The Council set the requirements, the qualifications, and number of signatures required. It was also important for Council to approve the form, since the BOE was handing out the state form that said 50 signatures, which was not right.

Mayor Reynolds said there was an item regarding political activity that said no elected official, appointed official, or employee of the City shall engage in political activity and campaigns for candidates for City office. He noted the Ohio Supreme Court negated that recently with the ruling

that judges were now allowed to be partisan, active members; and historically, they had not been allowed to endorse, campaign, or support candidates. Since they were elected officials, that would be his concern with this section. Ms. Fisher noted the City charter did not apply to the judge. Mayor Reynolds said not to the judge, but to the Councilmembers. If the Ohio Supreme Court said judges had that right to political activities, it would allow elected officials at a City level, whether it be himself or anyone else here, to also be allowed to endorse, campaign, and actively support someone. That was his concern, but that ruling came out after Ms. Fisher had already submitted this report. Ms. Fisher noted the courts were completely controlled by the Ohio Revised Code. Mayor Reynolds stated the ruling said the court was inherent in their First Amendment rights, and he asked why those rights would not be inherent to Council. Councilwoman Huffman asked what the justification was for adding this section because this was all new. Ms. Fisher thought the Commission was more worried about, not so much elected officials, appointed officials or employees. It did not look good if an employee was circulating a Councilmember's nominating petition, or the petition for someone running against a Councilmember. Councilwoman Huffman confirmed this concerned City employees as well. Mr. Merriman concurred.

Vice President Crawford asked if there was currently a recall. Mr. Merriman said, no. Vice President Crawford asked why that language would even be included. Ms. Fisher said that was up to Council whether or not they wanted to present that to the voters. She thought the Commission felt the voters should have that right. If someone bad was elected, voters should have the right to remove that person from Council. Mr. Horstman thought there should be rules of recall for City Councilmembers. Mayor Reynolds said his concern about this amendment would be accepting the language for all of it, and he asked if they would have to accept the language regarding political activity. Ms. Fisher said they could not change the language, but they could choose which parts of the amendment they would like to present to voters. Mayor Reynolds said he needed to do some further reading on this. Ms. Garrett noted all of the members also served on the Commission five years ago, except for one. They had a fun group, and they had a history together. They were not just showing up; they were making sure every "i" was dotted and every "t" was crossed.

**Recommended Amendment #6**

Mr. Horstman reported the state constitution allowed initiative and referendums, but the City charter did not really address it, and it was basically left up to state law. The CRC wanted to put language in the charter to make it clear how to participate. Citizen initiatives would involve ordinances that the citizens wanted to put forward for a vote, and referendums would be actions concerning ordinances already established by City Council. This was language mostly based on state law, without a whole lot of difference, and it would put in the City charter procedures to follow. If a group of citizens wanted to propose an ordinance for a speed bump on a street somewhere, and they did not feel it was being adequately addressed by City Council, this would be an avenue for them to proceed. If they wanted to take action to overturn an established ordinance on the books, there would be a clear process to do that. Ms. Fisher noted there was not a process right now by which Council could refer an ordinance to the voters. This would implement a process to allow Council to submit an ordinance to the voters, if it chose, and the other changes were in initiative petitions. There was an extra step in the state law process which gave Council the chance to decide whether or not it wanted to pass an ordinance that was proposed by an initiative before

it got to the ballot. Because if Council was on board with the proposed ordinance, there was no reason to take it to the ballot. The only other big change for initiative and referendum petitions was the percentage required was 10% of the electorate who voted for governor in the last election. As far as referendum, the state upped that to 35% last year, and the Commission did not agree with that. The Commission recommended keeping that at 10% because based on the last election in 2022, it would be 793 signatures. At 35%, that would require 2,775 signatures based on the last election. Mr. Horstman noted those percentages for signatures were at a minimum, because the reality was they had to accumulate more because a lot of the signatures were likely to get thrown out by the BOE.

**Recommended Amendment #7**

Ms. Fisher said this was presented to the voters last time, and the City Council at that time chose to present everything except a certain section. The current language in the charter regarding employment discrimination and how an applicant or candidate could not be discriminated against based on race, color, religion, sex, military status, national origin, disability, age, ancestry, or political affiliation, was word for word out of state law. This did not create a right necessarily, because that right already existed to not be discriminated against under federal and state law. This would just change the language to make it match state law. Council did not pass this in 2021 because there was one Councilmember that had a problem with adding the word "sex". There was no definition in state code at that time of what male or female meant, and that was why it did not get presented. The other change concerned the way the language was currently written that said any person convicted of a violation of this section, but a charter in and of itself could not create a mechanism for its own violation. If this was going to be in the charter, with the ability to enforce it, it would read the person needed to be found guilty of a provision of the City's criminal code that Council would enact. Mayor Reynolds said state law now defined "sex". Ms. Fisher concurred, and added that language was word for word out of the ORC.

**(4) RECESS**

President Smith declared a recess of the Special Session at 5:54 p.m. in order to prepare for the Regular Council meeting at 6:00 p.m.

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## REGULAR SESSION

President Smith asked everyone to stand; Kevin Poole from Cornerstone Bible Church provided the Invocation.

**(1) PLEDGE OF ALLEGIANCE:** All present remained standing and recited the Pledge of Allegiance led by Vice President James Crawford.

**(2) CALL TO ORDER:** President Smith called the Regular Session to order at 6:02 p.m. in the City Administration Building, City Council Chambers, 107 E. Main Street, Xenia.

**(3) ROLL CALL:** Vice President James Crawford, Councilwoman Faith Sorice, Councilman JD Mackiewicz, Councilwoman Rachel Huffman, Councilman Jesse Rubio, Mayor Ethan Reynolds, and President Wesley Smith.
**Staff Present:** City Manager Brent Merriman, Finance Director Ryan Duke, Assistant Finance Director Jason Lake, Law Director Donnette Fisher, Public Service Director Chris Berger, City Planner Brian Forschner, City Clerk Amy Brown, Police Major Matt Miller, and Police Chief Chris Stutes.

**(4) APPROVAL OF MINUTES:** President Smith called for a motion on the minutes of the June 11, 2026, Regular Meeting.

Motion by Mayor Reynolds, seconded by Councilwoman Sorice, to approve the June 11, 2026, minutes of the Regular Meeting as written. President Smith entertained comments or questions. None were presented. The Roll on this was the following:

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

**(5) SPECIAL PRESENTATION(S):** President Smith noted there would be a quick report on the success of Saturday's Fishing Derby. There were several people in the audience tonight that were involved in the Fishing Derby, including sponsors and volunteers, and he invited those people to come forward. The gentleman that helped organize it this year, Austin Fouts, was unable to attend this evening, but he did a phenomenal job. There were 170 kids that fished; he thought that was a record, and it rivaled the amount of kids that participated in the annual Easter Egg Hunt. Mayor Reynolds said the highest number they had in the last five years was 75 kids. President Smith was very grateful, and he was thankful that the City was able to stock the pond. He appreciated everyone, especially Troy Copley, who generously donated a large amount of money that was used to buy fishing poles. He thanked Xenia Walmart management and staff that were not only at the event to help, but they also cooked the food, as well as donated the hot dogs, buns, chips, and water. There were probably close to 400 people in total that were able to eat. Mayor Reynolds stated without everyone's help, this event would not have happened. Budget cuts had been made last year, but luckily Mr. Fouts stepped up. He thanked Troy Copley, Nancy McPeak, Frank Trappanotto, Tom McCarthy, Shane Barker, the manager from Walmart, and staff members from Walmart. He also thanked sponsors Copley Construction, Speed Zone Carryout, and Council President Smith and his company, Better Images, for their donations. Without these volunteers, this event would not have happened. He said Mr. Fouts reported it was a great event, and he was happy to do it. He could not wait until next year and could not wait to do it with Mr. Fouts. President Smith and Mayor Reynolds presented the sponsors and volunteers that were present with commemorative coins.

Applause followed and pictures were taken for social media.

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

Clayton Brady, 370 Hollywood Boulevard, welcomed the new members of Council. He represented the Lexington Park group, and he thanked the Councilmembers for their Juneteenth

participation at Lexington Park. Anything they could do for Lexington Park was deeply appreciated, it went a long way, and spoke volumes to the citizens. He had not attended a Council meeting in a while, but he had been busy organizing flag football and basketball summer leagues for 11-year-olds. He reiterated that what Council did for the park was deeply appreciated.

Krista Magaw, 993 S. High Street, Yellow Springs, thanked Council for the opportunity to speak. She was running for Ohio House District 71 seat, and she wanted to introduce herself. She needed to get to know Xenia, because it was the biggest City in House District 71 by a longshot. The District included all of Clinton County, eastern Greene County, and four southern townships in Clark County. She previously worked for the Tecumseh Land Trust, so she kind of knew some people in those rural areas, since she did some farmland preservation in that area. She appreciated hearing from anyone, and KristaMagawforohio.org was her website, and she wanted to be invited to places that she needed to go to learn about the City and its important work.

Kole Patterson, 645 Emerson Avenue, noted he had been in Xenia since he was born in the same home, which he had just purchased from his parents, and he was raising his family in that home. He wanted to talk about McKinley Logistics, which had bought the property behind his home. The company went through the proper process to have an eight-foot-tall fence with barbed wire at the top horizontally on the side of their building where the residences were. His home was on a dead-end street, and he had a three-year-old and one-year-old that played in a huge, open field next to his house, which concerned him because of the history of storms in Xenia. There were a couple of options the company had been given to move forward with, and one of them was to put up more greenery. They had previously taken down all of the trees and shrubs, which created open space. Recently, within the last two weeks, the company had planted four to six-foot tall spruce trees to try and solve the problem for him and his neighbor next door. But, there was only about eight of them about five to six feet apart, and it would take about five to 10 years to grow for them to have their privacy. He did not want to feel like they lived next to a prison, and he wanted to figure out what next steps could be. He wanted the company to do well, and this had nothing to do with the company. He had to put his family first, and he asked to help ensure that the growth of Xenia did not come at the expense of families who already called the neighborhood home. He did not want the curb appeal of his home to go from residential to industrial.

## (7) OLD BUSINESS:

**A. ORDINANCE 2026-21 AUTHORIZE SALE OF A PORTION OF PARNELL PARK, COMPRISING 0.02 ACRES, MORE OR LESS, TO THE OWNER OF 488 ACKERMAN PLACE,** introduced by Councilman Mackiewicz on 06/11/2026. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said this matter was concerning potential for a sale of a small portion of property adjacent to Parnell Park. Staff believed this was originally intended to be an entryway to the park, but there was no evidence there was any sidewalk or driveway as an entrance. The space was unused, and there was consideration from an adjoining neighbor to purchase it. The concept was discussed by the Property Management Committee, who endorsed the concept of putting it up for sale. The ordinance this evening would present the option for Council to consider authorizing the sale.

President Smith opened the public hearing at 6:18 p.m. and invited those who wished to speak for or against Ordinance 2026-21 to authorize the sale of a portion of Parnell Park to the owner of 488 Ackerman Place to come forward. No one came forward.

President Smith closed the public hearing at 6:18 p.m. and entertained a motion on Ordinance 2026-21.

Motion by Councilman Mackiewicz, seconded by Mayor Reynolds, to adopt Ordinance 2026-21 as presented. No comments followed. The Roll on this was the following:

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

**B. ORDINANCE 2026-22 INSTITUTING A ONE-YEAR MORATORIUM ON THE ESTABLISHMENT OR COMMENCEMENT OF DATA CENTERS WITHIN THE CITY OF XENIA,** introduced by Mayor Reynolds on June 11, 2026. President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said if approved, there would be a one-year moratorium on the advancement of a data center project in the City of Xenia. The intent of this was based on what was articulated by members of Council to give time to study the concept. The current zoning code did not specifically identify this use, so this would give an opportunity to do some research and identify what standards or regulations would be appropriate for the community to apply for this type of use. He reiterated, as they had said multiple times, there were no pending projects concerning a data center in the City of Xenia, either publicly or confidentially. Staff was not involved in any dialogue related to any firm for the purpose of a data center, and he thought it was important to understand that. This was a preventative step for the Council to take to study the matter and determine how best to proceed in terms of any regulations.

Ms. Fisher stated for anyone interested in this topic, the most important part of this process they could participate in was the Planning and Zoning Commission (PZC). Anything that was done would be done through the zoning code, which would start with PZC, and then come to Council. Council's decision tonight was not to allow or not allow data centers; all they were doing was putting a moratorium in place. As Mr. Merriman said, there had not been any applications, and there were limitations right now in the City. Staff did not believe a data center could come here even if they wanted to. But, those limitations could change. This started with the Mayor being proactive, and wanting to get out ahead of this. There was no threat of one coming, and this moratorium said no applications for a year. She encouraged anyone that had strong feelings for or against to attend PZC meetings.

President Smith entertained comments or questions.

Mayor Reynolds said this action would prevent data centers from being built in the City limits for one year, while the City looks at legal regulations to minimize or change code to potentially stop data centers. He had been clear from the beginning that he did not want a data center in Xenia. This step allowed them to develop zoning regulations to potentially prevent or keep something like this out of town. He thanked Ms. Fisher, Mr. Merriman, and Councilmembers for supporting this measure thus far, and added it was better to be proactive than reactive.

President Smith opened the public hearing at 6:22 p.m. and invited those who wished to speak for or against Ordinance 2026-22 to institute a one-year moratorium on the establishment or commencement of data centers within the City of Xenia to come forward. No one came forward.

President Smith closed the public hearing at 6:22 p.m. and entertained a motion on Ordinance 2026-22.

Motion by Mayor Reynolds, seconded by Vice President Crawford, to adopt Ordinance 2026-22 as presented. Councilwoman Huffman said it was wise to give it time. She was in Columbus about three weeks ago, and they were having hearings about all of this. It was such a hot topic right now, and until they had things sorted at the state level, it was a good idea to wait and see what happened. President Smith concurred. Councilman Mackiewicz appreciated Mayor Reynolds leading this initiative, because it was a vital step to protect the City. He worked in IT, and there were different sizes of data centers. There was a data center that came before the AI boom operating out of Springboro, just off the interstate in the industrial park. It was a normal warehouse, and had computers; those smaller buildings used about 1.4 megawatts of power and were smaller than most big box stores. Anyone that did business that had a website would need a data center. The hyper scale data center use started at 100 megawatts; there was one outside of Columbus in New Albany that used 192 megawatts, which was staggering. Huge data centers would consume as much power as a third of the state in the summer, when everyone was using air conditioning. He thought it was very important to help Council dial in where they were at, and he appreciated this. With no further comments, the Roll on this was the following:

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

**(8) NEW BUSINESS:**

**A. Introduction of ORDINANCE 2026-23 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF XENIA, OHIO, TO REZONE THE PROPERTY AT 805 UPPER BELLBROOK ROAD AND A PORTION OF THE PROPERTY AT 817 UPPER BELLBROOK ROAD FROM A-1 AGRICULTURAL DISTRICT TO RB REGIONAL BUSINESS DISTRICT.** President Smith asked Mr. Merriman for a brief summary of this item. Mr. Merriman said the proposed rezoning area included the 2.787-acre property at 805 Upper Bellbrook Road, and 1.444 acres of the 32.654-acre property at 817 Upper Bellbrook Road. The 1.444-acre portion of 817 Upper Bellbrook Road was the remainder of the property that was not rezoned by Ordinance 2026-09, which presumably would include a 31.21-acre PUD including 160 townhomes. Upon approval of this rezoning, the property boundaries would be resurveyed to match the rezoning boundary. The applicant had requested this rezoning in order to allow for development of a hotel and one or two commercial outlots. The staff report that was given to the Planning and Zoning Commission (PZC) and provided to Council contained additional details and analysis of this rezoning according to applicable criteria in the Land Development Code. The PZC voted to recommend approval of this rezoning after holding a public hearing at their June 10, 2026, meeting. The rezoning was also endorsed by City staff, and he recommended introduction of the ordinance as presented to allow for an opportunity for Council to have consideration of this item.

President Smith confirmed this was an introduction tonight, and there would be a public hearing at the next meeting on July 9th. Ms. Fisher concurred.

Hearing nothing further, he called for the introduction of Ordinance 2026-23.

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

## (9) APPOINTED OFFICIALS' REPORTS

President Smith asked the Finance Director for his comments. Mr. Duke said he had no items this evening.

President Smith asked the Law Director for her comments. Ms. Fisher thanked Council and the Charter Review Commission (CRC) for meeting at 5:00 p.m. to go over the CRC's recommendations. She thanked the CRC volunteers for their time, and noted they spent the last six months going through the charter to make these recommendations. Council had a Work Session scheduled at the second meeting in July, which was July 23rd. If Council was amenable, she would like to take some time at the next meeting on July 9th to start the dialogue about which of the amendments presented to Council were amendments Council would want to present to the voters. There was a deadline, and Council would have to act by emergency to get any ordinance effective in time. The deadline was August 27th, so the ordinance would have to be introduced at the next meeting if Council wanted the regular process without an emergency. From the conversation she heard tonight, she did not think Council was ready for that. When the charter amendments were done in 2021, those were done by emergency. It was important to start the dialogue, so Council could direct staff which of the amendments they wanted to present. President Smith thanked the CRC members for their time and professionalism.

President Smith asked the City Manager for his comments. Mr. Merriman said a report was shared with him from Councilwoman Huffman concerning restroom conditions in Shawnee Park. He had the opportunity this week to view that himself, and there were some issues that were unacceptable. Staff would be working to make some adjustments and improvements there, but he could not promise those would be done immediately because there would be items that had to be ordered. However, there should be some improvements in the month of July. He encouraged the general public to help police these spaces. The taxpayers put resources toward improvements like these restrooms, and unfortunately, some unruly folks in the community vandalize these things. If someone witnessed unruly behavior or vandalism, he encouraged them to call 911. He and Councilmembers also received an email from a concerned citizen about some behavioral issues they had observed in the park. In response to that, he asked the Police Division to put together a report, which was provided to Council tonight. He had discussed the situation with Police Division leadership, and he would like to have a little more discussion with Council at their next meeting in two weeks. There would be an opportunity to entertain questions and talk about what staff could do to proactively try and improve the situation. There had been some decreases in terms of calls this year, and part of that was because there was a more consistent presence, but there was always

room for improvement. On CBS News this morning, there was a great piece featuring Xenia as part of their A to Z segment highlighting cities in the U.S. He often said one of the special things about Xenia was the resilience that it had shown over devastating events in its history. The video would be linked to the City's Facebook page. Finally, next Friday was the Red, White, and Blue Block Party and the fireworks festival as a joint effort between the City of Xenia and Xenia Rotary. There would be lots of exciting activities, and almost everything at the event, except for food, was free. He was proud of all the sponsors and volunteers that made the event possible. The activities started downtown at 4:00 p.m., followed by additional activities starting at 6:00 p.m. At Shawnee Park, fireworks would begin launching at 10:00 p.m. rain or shine unless there was severe, inclement weather. In general, even if it was raining, but not windy, the fireworks would still be launched. The extended forecast showed a 40% chance of rain next week, but things could change. He thanked all the people who had already committed to that event, and he was looking for that to be bigger and better than ever to celebrate the 250th birthday of the country.

**(10) COUNCIL COMMENTS & REPORTS:**

Councilman Mackiewicz attended the Juneteenth event at Lexington Park. He thought it was great event, and he met a lot of great people. He also received some feedback on Lexington Park, which he would address during the walking tour.

Councilwoman Sorice attended the Juneteenth celebration as well, and said it was very well-organized and well-attended, which she appreciated. She also attended the Flag Day ceremony, but it rained horribly that day, and she thought somehow it was not going to work. But, it cleared up and there were a record number of people there. It was a very moving, wonderful ceremony, and she was glad for that event to honor the flags.

Councilwoman Huffman appreciated those that showed up to the meeting this evening. It seemed like there had been some good activity on the community forums lately. There was attention needed at Shawnee Park. She had young children, as many others did; she had grown up in Xenia, and it could be hit or miss sometimes at the park. She had been there at times where there was vulgar language and profanity by some of the teenagers there. But, people did not want to call the police on something that might not be considered an emergency. She hoped to discuss how they could step up and creatively problem solve, and she thought there were some steps that could be taken. She also appreciated addressing the bathrooms.

Councilman Rubio said for all those who were in the audience and watching at home, the Councilmembers heard and saw them. This group was aware of the issues, and it was important to Council as a group to work for all. It was a privilege to serve, and he acknowledged Mayor Reynolds, who was very visible in the community.

Vice President Crawford attended the Fishing Derby, and he enjoyed that. He helped to measure fish with a new process implemented this year, which worked well. He was looking forward to next year's Fishing Derby. On Monday, there was a Board of Zoning Appeals meeting with two cases on the agenda. One case allowed a lot to be subdivided, one without frontage, that was located on a public street, and it was approved. He was excited for the businesses that were interested in coming to the City, and he thanked Mr. Forschner for all the work he did. For the

second case, someone wanted an extension to their driveway of an additional 20 ft. A compromise was made, which showed Xenia was willing to work with those that were willing to invest.

Mayor Reynolds read an email that he received into the record:
*Good afternoon, Mayor Reynolds and Council, I apologize I will be missing the City Council meeting this Thursday, but I am requesting that the Council address the prevalent speeding occurring on E. Third in downtown Xenia. We have children playing close to the street and sometimes on the street, who are in danger of being hit. I am requesting that a camera or a device that can be used to slow down cars attempting to speed on residential streets to keep it safe for children, pets, and families. Best regards, Cameron Rattiford*

Mayor Reynolds then shared the following:

- Juneteenth was a fabulous event, and it was great to see Councilwoman Sorice and Councilman Mackiewicz there.
- He reiterated that without Austin Fouts, and the other volunteers that were present this evening, the Fishing Derby would not have happened. He thanked them all, and said it was a great event.
- The flag retirement ceremony was awesome, and it was a moving thing to see.
- Xenia was on CBS, and it was declared as a comeback city by CBS. Additionally, the 1974 tornado was the most destructive tornado on record in the U.S.
- He thanked the Charter Review Commission for all the work they had done.
- With the Fourth of July coming up and the Red, White, and Blue Block Party, he thanked Xenia Community Schools, Copley Construction, and Altafiber for sponsoring the sand sculptures.
- On Friday, there had been an unveiling of the painted fire hydrants. There were 22 that had been painted in red, white, and blue themes across the downtown and Shawnee Park area. Rosie the Riveter, Frederick Douglass, the U.S. Constitution, and other patriotic items had been painted on them, and he heard a lot of great compliments. He thanked his mother, Kathy, along with other volunteers, Dan and Natalie, who had helped. It had been awesome to see that happen in their beautiful little downtown.

President Smith thanked Mr. Patterson for voicing his concerns tonight, and he thanked everyone in the audience for attending tonight. There were seven individuals on Council that were committed to the community, and they loved it when there was a full house and audience participation. Council really did care about what was said to them. He received an email on June 17th from Andrew Meineke regarding Shawnee Park, and he would like to set aside some time at the July 9th meeting to address some of those concerns. Mr. Merriman said Police Division staff would be at that meeting to help address and answer questions that Council might have. President Smith said he was looking forward to the July 3rd celebration, and he thanked Xenia Rotary and the other sponsors that had donated to the event.

**(11) EXECUTIVE SESSION:** President Smith said an Executive Session was not needed this evening.

President Smith said they would move into the Work Session, which was a walking tour. Council would be going to various sites tonight with City staff. Mr. Merriman noted the public was welcome to attend those sites, but the City could not provide transportation; however, there would be transportation for Council. They would be going to Lexington Park first, the second stop would be on Monroe Drive, roughly behind the preschool, and time permitting, they would go out to the

Public Service Center to discuss the closed landfill. President Smith called for a short recess at 6:44 p.m., and said Councilmembers should be on the bus in less than five minutes.

## WORK SESSION

**(12) WORK SESSION:** Offsite Walking/Bus Tour to Various Locations

The Work Session began at 7:00 p.m. at Lexington Park with the same Councilmembers present.

**Staff present:** City Manager Brent Merriman, Finance Director Ryan Duke, Assistant Finance Director Jason Lake, Public Service Director Chris Berger, and City Clerk Amy Brown.

Council visited the following sites on the tour:

**1. Lexington Park:** Mr. Merriman said there would be a discussion about proposed changes at Lexington Park. There had been developer discussions with Mr. Forschner, pursuant to City code, to have a dedication of land for park space for the neighborhood. This dedicated land would be adjacent to Lexington Park and expand it, and Mr. Forschner had a concept plan. Also, there was an existing restroom at Lexington Park that had been out of service since at least 2000, and there had been multiple conversations about rehabbing it. But, the building was in an advanced state of disrepair, and staff had done their best to keep it sealed up. There was a small crack in the fascia, and bats were in the building, which was an environmental concern. Because the City once received federal grant money for the restrooms, they were periodically audited for compliance. That audit identified that the City must fix the restrooms and open them or raze the building to take it out of service. Mr. Berger gave a brief description of the issues in the building, and expressed it was not safe to go into. Two thirds of the structure was not usable. Mr. Merriman understood it was not an easy decision for Council to make, but this issue was on the state's radar. The cost to raze it would really be nothing because the City's public service crews could demolish it. They would have to look at how much bat guano was in there, and depending on how bad that was, they might have to look at what steps to take from a biohazard standpoint.

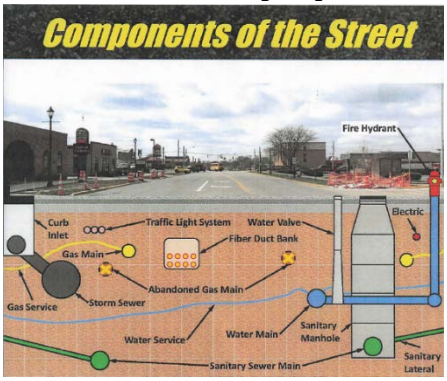
Mr. Forschner distributed handouts regarding Lexington Park. He understood this park generated strong opinions, and it should be a park to be proud of and something that enhanced the neighborhood around it. There was an opportunity to make that happen, because there was a future neighborhood being proposed on the other side of that park, and it was currently going through the annexation process. The developer conceptually agreed to dedicate some additional land to expand the park, with a proposed bike trail that would connect to the Ohio-Erie Trail by old US 35 and would run all the way up to US 42 right through this park. He reviewed the Conceptual Master Plan of what could be done with the park, shown at right. The developer had to have an extra access



point, so a driveway would be extended through the park to Lexington Avenue to intersect with that neighborhood. President Smith asked if the road would be open all the time or only open for emergency vehicle access. Mr. Forschner said it would be open all the time or at least during park hours. Mr. Merriman said it would not be a dedicated road, but it would be accessible most of the time. Mr. Forschner reviewed the proposed updated amenities along with the amenities that would remain and be improved. The new neighborhood would require improvements to the water infrastructure, and the developer would be required to put in a water booster station. Lexington Park would be a good spot to put that on land north of the parking lot, which was the highest spot in the park. As they continued to grow, there might be a need for a water tower, and that would also be a good spot. There was a brief discussion about financing and fundraising efforts. Mr. Merriman said in the Capital Improvement Plan, there was a placeholder in 2028 in the $300,000 to $400,000 range for playground equipment replacement. Also, anytime additional amenities and park acreage was added, maintenance obligations also increased. There was a short discussion about the safety issues surrounding the playground equipment, and difficulty in maintaining the aging equipment. Councilman Mackiewicz said it was brought to his attention at the Juneteenth event that there was no easy access to the shelters for ambulances or emergency vehicles because of the fence. He asked if it was possible to get a couple of railings removed. Mr. Merriman said, yes. Councilman Mackiewicz asked if there could be lights at the basketball court. Mr. Merriman did not think there was electric service or a meter to there anymore. There would probably have to be a new line installed with a new meter; however, by City code, all parks closed at dusk, and were only open basically from dawn to dusk.

Mr. Merriman said he was not asking Council to make any decisions on the restroom tonight, but direction was needed because this issued had been lingering a long time.

**2. Monroe Drive:** Mr. Merriman said this discussion concerned what Council wanted to do with investments, primarily in the water system, but also in the sewer and storm sewer as well, from a rate increase perspective. He explained a good portion of Monroe Drive was repaved about

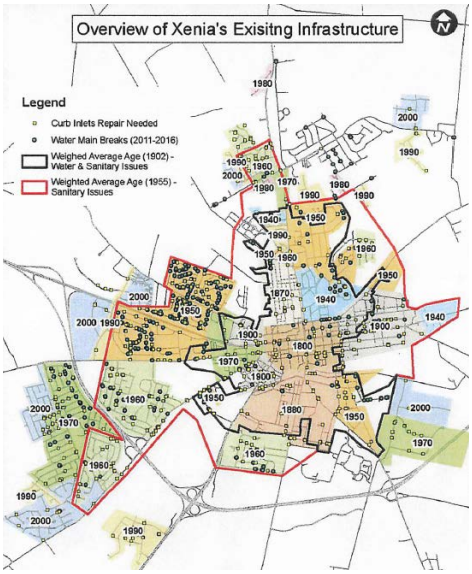



15 to 20 years ago, and this stretch of road showed a good demonstration of multiple conditions associated with street degradation and utilities. Mr. Berger distributed handouts to Councilmembers. The first handout showed a cross section of what the road looked like under the surface. He discussed the issues on the streets, including patching, pavement settling, gravel repair, and water main breaks. Mr. Merriman reviewed the second handout below, showing water main breaks, and he explained that each one of the red dots represented a different water main break. There were entire neighborhoods that needed comprehensive water main replacement, and the price point for replacement on King Street right now just for water was $1.7 million. The Laynewood neighborhood bordered on a crisis, and it was not just about



having enough money for road replacement in neighborhoods like Laynewood. Every side street was going to need water main replacement and probably storm sewer, and the price for those utilities was two to three times more than the road. There needed to be some detailed discussions this year on the direction Council wanted to go with rates. There were still roads that qualified for mill and fill where the utilities were still in pretty good shape. Unfortunately, those roads happened to be in newer neighborhoods that were not as bad as some of the older neighborhoods. There was a brief discussion about the costs of water main breaks, crews, materials, labor, service interruptions, boil orders, and at-risk areas in the City. Mr. Merriman said there was a classification of roadway based on age and condition, and with the ones that had utility issues, there was a risk of putting new asphalt down that had to be dug up to address those utility issues. Mr. Duke said the age of a road was obviously a factor, and a camera could be used on some of the storm and sanitation systems to get a better idea of the condition. There were a variety of tools depending on the infrastructure, and he thought the Public Service Department had a good idea of where the significant risks were.

Mr. Merriman reviewed the next map, which showed the neighborhoods color-coded by area. This gave a rough timeline on when a particular neighborhood was built out. Anything in the 1960s or before probably would require comprehensive water main and storm sewer replacement. Probably




60% of the City required comprehensive water and storm sewer replacement. Mayor Reynolds asked what the cost would be. Mr. Merriman knew the road issues were estimated in the $40 million range, and if water and storm sewer were included, it would be at least $100 million. Mr. Merriman said it would take a couple of decades of consistent spending to get caught up. Mr. Duke noted they had previously looked at assessments, but if it was spread across the City, it would probably be $60 to $70 a month. It would be a significant amount of money to replace all this infrastructure. He knew nobody wanted to raise rates, and he was not advocating that Council make huge increases right now. But, the City's rate payers had been paying some of the lowest rates in the region for 60 or 70 years. At some point, they would have to pay some of the highest rates in the region because they had not been reinvesting in that infrastructure. Mayor Reynolds stated they raised rates two years ago, and now staff was saying it needed to be done again. Mr. Merriman said if Council wanted to begin fixing the water issue over the next decade, they were probably talking about a 15% increase next year, and then significant annual increases year over year moving beyond. There had to be enough cash flow coming in to cover operations so that the remaining balance could be used to afford these seven figure projects every year. Rates had been so affordable in Xenia, and Xenia had been such an affordable community for so long that it had become a legacy of deferred maintenance.

Vice President Crawford noted this messaging was not getting to the public, and this tour should have been recorded because the education had to happen. Mr. Merriman concurred, and said he would be willing to go to door-to-door in neighborhoods with Councilmembers to talk to people. Mayor Reynolds stated they needed to be upfront with people about the increases. Mr. Merriman

concurred, and said when rate increases were talked about a couple of years ago, that was to build out the existing Capital Improvement Plan and complete the projects that were in the queue at that time. Mayor Reynolds said he would like to be deficit neutral where water rates were increased, but sewer rates were decreased, so people were not seeing a massive spike. Mr. Duke said in trying to make this cost neutral, they wanted to make sure to include the Consumer Price Index and inflationary factors. Trying to decrease sanitary sewer rates and increase water rates would be a one-year fix, and he thought that should be the approach for this year. Councilwoman Sorice noted that would also allow time to inform and educate the public. Councilman Rubio asked how they would ensure the funding went where it was supposed to go. Mr. Merriman said that water money had to go toward water-oriented projects, so any increase in water rates had to go toward mains, the plant, or water tower, etc. There was a brief discussion about the issues and costs to completely repair Monroe Drive. Mr. Merriman noted there were major Americans with Disabilities Act (ADA) accessibility issues that needed to be addressed. Mr. Berger said because of the costs, it would have to be broken up in three or four phases. Mr. Merriman added it would probably be in the multi-millions for each phase.

3. **Public Service Center:** Mr. Merriman reviewed the areas surrounding the Public Service Center. He noted there were additional storage facilities to the side of the building, but they were out of covered storage for the equipment. A lot of items that needed to be undercover were not because a building project would take a long time and would be very costly. He was not sure they would be able to do it without a lot of engineering. The whole complex to the back of the service center, all way to the elevated area of the landfill, was all decade-by-decade sections of municipal landfill. In the newest section, there was a cap, and the landfill officially closed in 1995. By federal legislation, there was a 30-year monitoring period on all landfills. Staff had been monitoring gas ventilation pipes surrounding the area, and they were also monitoring wells off Richard Drive, as well as some of the ventilation infrastructure. There had abundant issues with gas migration there, but the groundwater issues had been less of a concern. The City had now reached the end of that 30-year post-closure monitoring period, and should be absolved of any responsibilities moving forward. However, because there were existing known gas migration issues that had been encountered over the years, the City received notification of a draft called “findings and orders” from the director of the Ohio Environmental Protection Agency (EPA). That stipulated a set of enduring conditions for monitoring of this site ad infinitum, and staff was not going to accept that on face value; there was a process to negotiate with them. He said Mr. Berger had been working with his staff and Ms. Fisher to try and minimize the obligations that the City would have with those orders moving forward. Mr. Berger noted when that 30-year window had ended, the City would have had to have a perfect slate of monitoring for three years minimum. Otherwise, it started back over again. He was working with Ms. Fisher, and staff would continue monitoring. Once a month, a staff member took samples and submitted them to the Ohio EPA. Mr. Duke reported the sanitation fund structure was good because increases automatically commiserated with the contract increase, and that contract increase was typically higher than what was needed to do things like landfill monitoring. Mr. Berger pointed out the passive vents that were sticking up out of ground, which were wind turbines that created upward drafts to get the methane out. There was also a flare system near the back of the service center that vacuumed out methane and burned it off. There was a short discussion about the surrounding houses and occupied structures, and the need to provide gas alarms for structures within 200 feet, and notifications to surrounding houses within 1,000 feet of the landfill. Mr. Merriman mentioned earlier about the problem with storage out there, and the

need to erect a pole barn or two. The problem was they could not just erect a building. Because it would be considered an occupied structure, they had to go through a process, including environmental review, engineering controls, and monitoring systems. There had not been many landfill conversations with the new Councilmembers because the City had mostly been in compliance. This issue had come up in the last few months, and staff would probably bring back an agreement for Council to authorize these orders later this summer.
As this was the final stop, they returned to the City Administration Building.

**(13) ADJOURNMENT:** Motion by Mayor Reynolds, seconded by Vice President Crawford, to adjourn the Regular Meeting at 8:46 p.m. No discussion followed. The Roll on this was the following:

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

Amy E. Brown
City Clerk

Wesley E. Smith
President, Xenia City Council

**XENIA CITY COUNCIL**
LEGISLATIVE COVER MEMO

**Procedural History & Timeline:**
Planning and Zoning Commission: June 10, 2026
Introduction: June 25, 2026, by Councilman Mackiewicz
Public Hearing & Vote: July 9, 2026
Effective Date: August 8, 2026

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

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

**Summary:** The proposed rezoning area includes the 2.787-acre property at 805 Upper Bellbrook Road (single-family home), and 1.444 acres of the 32.654-acre property at 817 Upper Bellbrook Road (agricultural land). The 1.444-acre portion of 817 Upper Bellbrook Road is the remainder of the property that was not rezoned by Ordinance 2026-09 (a 31.21-acre PUD including 160 townhomes). The ordinance exhibit visually depicts the requested rezoning area. The property boundaries will be resurveyed to match the rezoning boundary upon approval of the rezoning. The applicant has requested this rezoning in order to allow for development of a hotel and one or two commercial out lots.

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 June 10, 2026, meeting, based on the findings of this staff report.

**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, per Charter § 5.02(E).

**Recommendation:** It is the recommendation of the Planning and Zoning Commission that Council adopt Ordinance 2026 -23 to amend the Official Zoning Map of the City of Xenia, Ohio, to rezone an approximately 4.231-acre property consisting of the 2.787-acre property at 805 Upper Bellbrook Road and a 1.444-acre portion of the property at 817 Upper Bellbrook Road, from A-1 Agricultural District to RB Regional Business District.

**CITY OF XENIA, OHIO**
**ORDINANCE 2026 – 23**

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

**WHEREAS,** Tashi Hospitality, a prospective property owner with authorization from the current property owner, has filed an application to rezone the above-mentioned property from A-1 Agricultural District to RB Regional Business District (Case PZC2026-08);

**WHEREAS,** the Xenia Planning and Zoning Commission, at its June 10, 2026, meeting, held the required public hearing and voted to recommend to this Council that the requested rezoning be approved;

**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 A-1 Agricultural District to RB Regional Business District for the 2.787-acre property at 805 Upper Bellbrook Road (Greene County Parcel ID M40-0001-0058-0-0007-00) and an approximately 1.444-acre portion of 817 Upper Bellbrook Road (Greene County Parcel ID M40-0001-0058-0-0006-00), together comprising 4.231 acres and labeled as "Lot 2" 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. The City Planner is hereby directed to make the approved amendments to the City's Official Zoning Map.

**Section 2**. All ordinances or parts of ordinances that conflict with this ordinance are 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 August 8, 2026.

Introduced: June 25, 2026
Adopted: July 9, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

**MAP OF PROPOSED REZONING OF 805 UPPER BELLBROOK ROAD AND A PORTION OF 817 UPPER BELLBROOK ROAD**



**XENIA CITY COUNCIL**
LEGISLATIVE COVER MEMO

**Procedural History & Timeline:**
Presentation & Vote: July 9, 2026
Effective Date: July 9, 2026

**Agenda Item:** **RESOLUTION 2026 – 039**
APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 42 CULVERT REPAIR PROJECT WITHIN THE CITY OF XENIA'S CORPORATE LIMITS

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

**Summary:** Engineering Division staff received a request from the Ohio Department of Transportation (ODOT) for City consent to allow ODOT to repair a stormwater culvert under U.S. 42 near Ledbetter Road that is located within the City's corporate limits. This project will be administered by ODOT, and there will be no City funds expended to complete this work. To grant ODOT the requested consent for this project, Council must pass ODOT's standard preliminary consent legislation. Passage of this resolution will allow the project design to be completed in 2026 and construction to begin in 2027.

**Cover Memo Attachments:** N/A

**Budgetary Impact:** N/A

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

**Recommendation:** Pass Resolution 2026-039 to approve the preliminary consent legislation to authorize ODOT to undertake the U.S. Route 42 Culvert Repair Project within the City's corporate limits.

**CITY OF XENIA, OHIO**
**RESOLUTION 2026 – 039**

**APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 42 CULVERT REPAIR PROJECT (PID 114656) WITHIN THE CITY OF XENIA'S CORPORATE LIMITS**

**WHEREAS,** the State, through the Ohio Department of Transportation ("ODOT"), has determined the need for the following described project: Pave inverts of bridge size culverts and perform other related repairs including GRE-68-0462, GRE-42-0825, GRE-343-0050 and GRE-444-0455 ("Project");

**WHEREAS,** ODOT has requested this Council approve preliminary consent legislation for the portion of the Project that lies within the City's corporate limits; and

**WHEREAS,** this Council finds it to be in the best interests of the health, safety and welfare of the citizens of Xenia to grant consent to ODOT for the Project,

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

**Section 1.** Being in the public interest, the City, as a Local Public Authority ("LPA"), hereby gives consent to the Director of Transportation to complete the Project (PID Number 114656). The City, as LPA, shall cooperate with the Director of Transportation in the development and construction of the Project. The State shall assume and bear 100% of all costs of the Project.

**Section 2.** The City Manager is hereby authorized, on behalf of the City of Xenia, to enter into and execute any contracts with the Director of Transportation that are necessary to develop plans for and to complete the Project, within the limitations set by City Charter and Xenia City Code.

**Section 3.** The City, as LPA, agrees that all right-of-way required for the Project will be made available in accordance with current State and Federal regulations.

**Section 4.** Upon completion of the Project, and unless otherwise agreed, the City, as LPA, shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, 23 USC Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**Section 5.** It is found that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

**Section 6.** This Resolution shall become effective immediately upon its passage.

Passed: July 9, 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: July 9, 2026
Effective Date: July 9, 2026

**Agenda Item:** **RESOLUTION 2026 –040**
APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 68 RESURFACING PROJECT WITHIN THE CITY OF XENIA'S CORPORATE LIMITS

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

**Summary:** Engineering Division staff received a request from the Ohio Department of Transportation (ODOT) for City consent to allow ODOT to resurface a small portion of U.S. Route 68 at the U.S. 35/U.S. 68 interchange, which is located within the City's corporate limits. This project will be administered by ODOT, and there will be no City funds expended to complete this work. To grant ODOT the requested consent for this project, Council must pass ODOT's standard preliminary consent legislation. Passage of this resolution will allow the project design to be completed in 2026 and construction to begin in 2027.

**Cover Memo Attachments:** N/A

**Budgetary Impact:** N/A

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

**Recommendation:** Pass Resolution 2026-040 to approve the preliminary consent legislation with ODOT to undertake the U.S. Route 68 Resurfacing Project at the U.S. 35 interchange within the City's corporate limits.

**CITY OF XENIA, OHIO**
**RESOLUTION 2026 – 040**

**APPROVING PRELIMINARY CONSENT LEGISLATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION U.S. ROUTE 68 RESURFACING PROJECT (PID 116328) WITHIN THE CITY OF XENIA'S CORPORATE LIMITS**

**WHEREAS,** the State, through the Ohio Department of Transportation ("ODOT"), has determined the need for the following described project: Resurfacing on a portion of U.S. Route 68 in Clinton and Greene Counties ("Project");

**WHEREAS,** ODOT has requested this Council approve preliminary consent legislation for the portion of the Project that lies within the City's corporate limits; and

**WHEREAS,** this Council finds it to be in the best interests of the health, safety and welfare of the citizens of Xenia to grant consent to ODOT for the Project,

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

**Section 1.** Being in the public interest, the City, as a Local Public Authority ("LPA"), hereby gives consent to the Director of Transportation to complete the Project (PID Number 116328). The City, as LPA, shall cooperate with the Director of Transportation in the development and construction of the Project. The State shall assume and bear 100% of all costs of the Project.

**Section 2.** The City Manager is hereby authorized, on behalf of the City of Xenia, to enter into and execute any contracts with the Director of Transportation that are necessary to develop plans for and to complete the Project, within the limitations set by City Charter and Xenia City Code.

**Section 3.** The City, as LPA, agrees that all right-of-way required for the Project will be made available in accordance with current State and Federal regulations.

**Section 4.** Upon completion of the Project, and unless otherwise agreed, the City, as LPA, shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, 23 USC Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**Section 5.** It is found that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

**Section 6.** This Resolution shall become effective immediately upon its passage.

Passed: July 9, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

**XENIA CITY COUNCIL**
LEGISLATIVE COVER MEMO

**Procedural History & Timeline:**

Council approval of STP grant application: September 25, 2025, by Resolution 2025-052
Presentation & Vote: July 9, 2026
Effective Date: July 9, 2026

**Title:** **RESOLUTION 2026 – 041**
AUTHORIZING THE EXECUTION OF THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH ODOT FOR THE W. CHURCH STREET (W. MAIN ST. TO N. DETROIT ST.) IMPROVEMENT PROJECT

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

**Summary:** In October 2025, the City applied for and was awarded federal Surface Transportation Program (STP) funds through MVRPC for major improvements to W. Church Street, between W. Main Street and N. Detroit Street. With multi-family development expected in the Xenia Market District along this corridor over the next three to five (3-5) years, safety upgrades and enhancements are needed to support increased pedestrian and bicycle traffic. Engineering Division staff plans to include lane reductions, narrower travel lanes, protected on-street parking, and intersection improvements as a part of the project. These improvements are also expected to discourage semitrucks from using this section of W. Church Street as a "cut-through" to avoid Detroit/Main intersection.

Per the grant application submitted to MVRPC, the total project cost is estimated to be $2,530,797. The federal STP grant will cover up to $1,746,250, or sixty-nine percent (69%), leaving the City responsible for a local share of $784,547, or thirty-one percent (31%), plus any construction-related cost overruns. Construction is expected to begin in Spring 2031.

**Cover Memo Attachments:** None

**Budgetary Impact:** $784,547 local share using 221, 228, 229, 361, 667, 668 funds (TBD).

**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 2026-041 to authorize the execution of the necessary Federal Local Let Agreement with ODOT for the W. Church Street (W. Main St. to N. Detroit St.) Improvement Project.

**CITY OF XENIA, OHIO**
**RESOLUTION 2026 – 041**

**AUTHORIZING THE EXECUTION OF THE LPA FEDERAL LOCAL-LET AGREEMENT WITH ODOT FOR THE W. CHURCH STREET (W. MAIN ST. TO N. DETROIT ST.) IMPROVEMENT PROJECT**

**WHEREAS,** the Surface Transportation Program ("STP") provides federal funding to States and localities for the purpose of rehabilitating deteriorated streets within their jurisdictions;

**WHEREAS,** the Ohio Department of Transportation ("ODOT") provides federal funding to local communities by application through the Miami Valley Regional Planning Commission ("MVRPC");

**WHEREAS,** the City applied for and received STP funds for the W. Church Street (from W. Main St. to N. Detroit St.) Improvement Project (PID Number 126368); and

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

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

**Section 1.** The City Manager is hereby authorized to execute the LPA Federal Local-Let Project Agreement with ODOT for the W. Church Street (from W. Main St. to N. Detroit St.) Improvement Project (Agreement Number 44169), attached hereto as Exhibit A, and is further authorized to sign all documents necessary to complete the City's portion of the Project.

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

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

Passed: July 9, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

Agreement Number: 44169

PID Number: 126368

County-Route-Section: GRE – Church St. – IMP/PED 00.00

SAM Unique Entity ID: DML4NNAQUYT3

# LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

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

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

1.3 The GRE – Church St. – IMP/PED 00.00 (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

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

2. LEGAL REFERENCES AND COMPLIANCE

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

A. FEDERAL

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

- 40 USC §§ 1101-1104 – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

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

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

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

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be $ 2,530,797.00.

ODOT shall provide to the LPA 69 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4TA7 MPO AREA LOCAL GOVT PROJECTS - STP (Assistance Listing Number: 20.287 Surface Transportation Block Grant Program,) up to a maximum of $ 1,746,250.00 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

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

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

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

4. PROJECT DEVELOPMENT AND DESIGN

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

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

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT **or** ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

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

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

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

5. ENVIRONMENTAL RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. ADVERTISING, SALE, AND AWARD

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

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

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

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

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

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

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

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

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

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

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

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

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

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO

and Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE), if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of the LPA Materials Management Process in the Local-let Manual.

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

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

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

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

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

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

| |
|---|
| Dominic A. Miller, P.E. |
| City of Xenia |
| 966 Towler Road |
| Zenia, Ohio 45385 |

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

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

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

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

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

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

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

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

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and

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

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

10. NONDISCRIMINATION

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

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

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

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

(a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

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

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

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

(e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or
(2) cancellation, termination, or suspension of the contract, in whole or in part.

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT

and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

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

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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

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

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

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to

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

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

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

| | |
|---|---|
| Dominic A. Miller, P.E. | Blake A. Simpson, P.E. |
| City of Xenia | Ohio Department of Transportation |
| 966 Towler Road | 1001 St. Marys Ave. |
| Xenia, Ohio 45385 | Sidney, Ohio 45365 |
| dmiller@cityofxenia.org | blake.simpson@dot.ohio.gov |

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs*:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

☐ **1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

(A) The LPA ***does not*** currently maintain an ODOT approved Federally compliant time-tracking system[1], ***and***

(B) The LPA ***does not*** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, ***and/or***

(C) The LPA ***does not*** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐ **2. Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate. [2]**

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

(B) The LPA ***does not*** currently have, and ***does not*** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐ **3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate. [3]**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

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

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

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

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

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

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

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

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

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

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

legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

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

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

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

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

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

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

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

Agreement Number: 44169

PID Number: 126368

County-Route-Section: GRE – Church St. – IMP/PED 00.00

SAM Unique Entity ID: DML4NNAQUYT3

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

| **CITY OF XENIA** | **STATE OF OHIO**<br>**OHIO DEPARTMENT OF TRANSPORTATION** |
|---|---|
| By: | By: |
| Brent Merriman<br>City Manager | Pamela Boratyn<br>Director |
| Date: | Date: |

**XENIA CITY COUNCIL**
LEGISLATIVE COVER MEMO

**Procedural History & Timeline:**
Presentation & Vote: July 9, 2026
Effective Date: July 9, 2026

**Agenda Item:** **RESOLUTION 2026 – 042**
AUTHORIZING THE EXECUTION OF A ROADWAY MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION

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

**Summary:** On May 13, 2021, by Resolution 2021-W, Council approved a five-year roadway maintenance agreement with the Ohio Department of Transportation (ODOT) for the removal of snow and ice and for certain roadway maintenance. This has been an ongoing agreement between the City and State, whereby ODOT agrees to maintain certain portions of roadway that would otherwise be the responsibility of the City, and the City agrees to maintain certain portions of roadway that would otherwise be the responsibility of the State. Specifically, the City maintains certain portions of State and U.S. Routes outside the City's corporate limits in exchange for ODOT maintaining certain portions of U.S. Route 35 within the City's boundaries. The maintenance agreement with ODOT is once again due for renewal, for another five-year term.

However, Public Service Department staff is recommending some adjustments to the agreement because of the anticipated annexation of the Central State University (CSU) campus. If the CSU annexation is approved, the City will assume certain roadway maintenance responsibilities currently handled by the Ohio Department of Transportation (ODOT) on U.S. Route 42, as the annexation will include a portion of that U.S. Route. Rather than the City perform routine maintenance on this approximately 2,300' portion of U.S. Route 42, which lies beyond the City's current road maintenance limit at Stevenson Road, staff recommends pursuing a maintenance responsibility "swap" with ODOT.

The City Manager and Public Service Department staff met with ODOT officials on Wednesday, June 17, 2026, and ODOT is amenable to the proposed U.S. Route 42 responsibility swap. This swap would entail the State maintaining that portion of U.S. Route 42 that will be in the City if the CSU annexation is approved, in exchange for the City maintaining U.S. Route 42 from the City corporation line to Old Town Crossing (rather than the existing limit of Stevenson Road). If the annexation is not approved, staff will later seek Council approval to amend the maintenance agreement to remove that portion of U.S. Route 42 that was not annexed.

**Cover Memo Attachment(s):** None.

**Budgetary Impact:** N/A

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

**Recommendation:** Pass Resolution 2026-042 to authorize the execution of another five-year Roadway Maintenance Agreement with ODOT.

**CITY OF XENIA, OHIO**
**RESOLUTION 2026 – 042**

**AUTHORIZING THE EXECUTION OF A ROADWAY MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION**

**WHEREAS,** pursuant to Ohio Revised Code ("ORC") § 5501.41 , the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of a municipal corporation, remove snow and ice and use snow and ice control material on State highways within the corporate limits of the municipal corporation;

**WHEREAS,** pursuant to ORC § 5535.16, the City of Xenia may provide snow and ice removal on the roads under the control of the State or any political subdivision;

**WHEREAS,** pursuant to ORC § 5511.01, the Director of ODOT may, upon the consent of the legislative authority of a municipal corporation, perform maintenance and/or repair on the State highways within the corporate limits of the municipal corporation;

**WHEREAS,** pursuant to ORC § 5535.15, the City of Xenia, may maintain or improve any section of a road under the control of the State when such maintenance or improvement is declared reasonably necessary by Council and when the City certifies to the State that the funds necessary for such maintenance or improvement are available;

**WHEREAS,** portions of U.S. Route 35 lie within the corporate limits of the City of Xenia and upon which ODOT is willing to perform snow and ice removal and perform certain maintenance and repair for the City of Xenia as long as a Maintenance Agreement ("Agreement") is entered into;

**WHEREAS,** portions of State Route 380, U.S. Route 42, and U.S. Route 68 lie outside the corporate limits of the City of Xenia and upon which the City of Xenia is willing to perform snow and ice removal and perform certain maintenance and repair for ODOT as long as an Agreement is entered into;

**WHEREAS,** this Resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City of Xenia and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions; and

**WHEREAS,** this Council finds it to be in the best interest of the health, safety, and welfare of the City of Xenia to enter into an Agreement with ODOT,

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

**Section 1.** It is hereby declared to be in the public interest that the consent of the City of Xenia be, and such consent is hereby given to ODOT if an Agreement is entered into, for ODOT to remove snow and ice from, use snow and ice control materials on, and perform certain maintenance and/or repair on any State highways listed in the Agreement, in accordance with the standard practices of ODOT.

**Section 2.** It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given if an agreement is entered into, for the City to remove snow and ice from, use snow and ice control materials on, and perform certain

maintenance and/or repair on any State highways outside the City's corporate limits, as listed in the Agreement and in accordance with the standard practices of the City and ODOT.

**Section 3.** The City Manager is hereby authorized to execute, on behalf of the City, the Roadway Maintenance Agreement with ODOT, attached hereto as Exhibit A, for the mutual removal of snow and ice, the use of snow and ice control material, and for the mutual performance of certain maintenance and/or repair of the State highways listed in the Agreement, as determined by the City and ODOT.

**Section 4.** It is hereby declared that the City has all funds necessary to perform the maintenance and/or repair on portions of State Route 380, U.S. Route 42, and U.S. Route 68, as set forth in the Agreement.

**Section 5.** The City Clerk is hereby directed to furnish the Director of ODOT with a certified copy of this Resolution.

**Section 6.** It is hereby found that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including ORC § 121.22.

**Section 7.** This Resolution shall become effective immediately upon its passage.

Passed: July 9, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

**AGREEMENT BETWEEN**
**THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION**
**AND THE CITY OF XENIA, OHIO**
**FOR THE REMOVAL OF SNOW AND ICE AND FOR CERTAIN ROADWAY MAINTENANCE AND/OR REPAIR**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director (hereinafter referred to as "ODOT"), and the City of Xenia, Ohio, 107 East Main Street, Xenia, Ohio 45385, as approved by the Xenia City Council (hereinafter referred to as the "CITY"), and either may be referred to singularly as "Party" and shall collectively be referred to as "Parties."

RECITALS

A. Pursuant to Ohio Revised Code § 5501.41, the Director of ODOT may remove snow and ice from roads under the control of the State that lie within municipalities, but before doing so, the Director must obtain the consent of the legislative authority of such municipality.

B. Pursuant to Ohio Revised Code § 5521.01, the Director of ODOT may enter upon roads under the control of the State that lie within any municipality to maintain, and repair them, but before doing so, the Director must obtain the consent of the legislative authority of such municipality.

C. The Xenia City Council, as the legislative authority of the CITY, has, by Resolution 2026-042, passed on July 9, 2026, granted its consent to the Director to remove snow and ice and to use snow and ice control material on certain roads under the control of the State that lie within its corporate limits and has granted its consent to the Director to perform maintenance and/or repair on said roads within its corporate limits, in accordance with the terms and conditions of this Agreement.

D. Pursuant to Ohio Revised Code § 5535.16, the CITY may provide snow and ice removal on roads under the control of the State of Ohio or any political subdivision that lie outside its corporate limits.

E. Pursuant to Ohio Revised Code § 5535.15, a legislative authority of a municipal corporation may maintain or repair a road under the control of the State of Ohio that lies outside its corporate limits, if the conditions outlined in said Section are met.

F. The Xenia City Council, as the legislative authority of the CITY, has, by Resolution 2026-042, passed on July 9, 2026, granted its consent for CITY personnel to remove snow and ice and to use snow and ice control material, and to perform certain maintenance and/or repair on roads under the control of the State that lie outside its corporate limits.

G. The Parties agree it is in the interest and safety of the traveling public and serves to more efficiently manage the public resources of ODOT and CITY that ODOT perform snow and ice removal and control and perform certain maintenance and repair on U.S. Route 35 and U.S. Route 42 within the CITY's corporate limits (hereinafter referred to as "City highways").

H. The Parties agree it is in the interest and safety of the traveling public and serves to more efficiently manage the public resources of ODOT and CITY that the CITY perform snow and ice removal and control and perform certain maintenance and repair on portions of State Route 380, U.S. Route 68 and U.S. Route 42 outside the CITY's corporate limits (hereinafter collectively referred to "the State highways").

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I. The Director of ODOT is willing to allow the CITY to perform maintenance and/or repair on the State highways, in accordance with the terms and conditions of this Agreement.

J. The Parties agree as to the work limits more fully described in Exhibit A attached to this Agreement, which is incorporated as if fully set forth and written herein.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties as follows:

**1. OBLIGATIONS OF ODOT.**

1.1 ODOT will, on all City highways designated on Exhibit A within the CITY's corporate limits, remove snow and ice and apply snow and ice control material during the normal course of removing snow and ice and applying snow and ice control material on highways/roads for which ODOT is responsible. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting City roads and streets.

1.2 ODOT will, on all City highways designated on Exhibit A within the CITY's corporate limits, perform day-to-day routine roadway maintenance and/or repair activities including, but not limited to, emergency response (assisting with traffic control or clean-up for accidents and natural/weather related incidents), pothole patching, pavement repairs, striping and marking, highway lighting, signals, litter pick-up, vegetation maintenance, drainage repairs and maintenance, and sign maintenance during ODOT's normal course of operations. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed.

1.3 ODOT agrees to utilize all material and equipment necessary to perform maintenance and repairs to the City highways, traffic signals, and appurtenances that are in accordance with the current copy of the Construction and Material Specifications. In the performance of all work, ODOT agrees to comply with all applicable guidance including, but not limited to, Maintenance of Traffic Plans and the Ohio Manual of Uniform Traffic Control Devices.

1.4 ODOT grants to the CITY the right to use and occupy the right-of-way in and abutting the designated State highways shown on Exhibit A for the purpose of removing snow and ice and applying snow and ice control material and for the purpose of performing maintenance and/or repair on State highways described in Section 2.2 below.

**2. OBLIGATIONS OF THE CITY.**

2.1 The CITY will, on all State highways designated on **Exhibit A** outside of the CITY's corporate limits, remove snow and ice and apply snow and ice control material during the normal course of removing snow and ice and applying snow and ice control material on roads for which the City is responsible. The CITY shall not perform this work more frequently nor alter the schedule of when this work is to be performed.

2.2 The CITY will, on all State highways designated on **Exhibit A** outside of the CITY's corporate limits, perform day-to-day routine roadway maintenance and/or repair activities, including, but not limited to emergency response (assisting with traffic control or clean-up for accidents and natural/weather related incidents), pothole patching, pavement repairs, striping and marking, highway lighting, signals, litter pick-up, vegetation maintenance, drainage repairs and maintenance, and sign

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maintenance during the CITY's normal course of operations. The CITY shall not perform this work more frequently nor alter the schedule of when this work is to be performed.

2.3 The CITY will provide all maintenance for the traffic signal at the intersection of U.S. Route 68 and Patton/Union Road. This includes, but is not limited to, call outs for signal malfunctions and burned out signal indications; repair and replacement of malfunctioning signal components or those damaged either by accident or deterioration; and replacement or repair of damaged detectors or lead-in cables, including the detectors installed as a part of the closed loop signal system; testing the conflict monitor at twelve- (12) month intervals for proper operation; and re-lamp the LED signal heads every seven (7) years.

2.4 The CITY agrees to utilize all material and equipment necessary to perform maintenance and repairs to the State highways, traffic signals and appurtenances that are in accordance with the current copy of the Construction and Material Specifications and subject to approval by ODOT. In the performance of all work, the CITY agrees to comply with all applicable ODOT guidance including, but not limited to Maintenance of Traffic Plans and the Ohio Manual of Uniform Traffic Control Devices.

2.5 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the designated areas shown on Exhibit A for the purpose of removing snow and ice and applying snow and ice control material and maintenance and/or repair described in subsection 1.2 above.

**3. REIMBURSEMENT.**

3.1 Neither ODOT nor the CITY shall provide reimbursement for costs incurred as a result of the work performed by the other Party under this Agreement. It is agreed by both ODOT and the CITY that the work outlined in this Agreement will be performed at their sole cost and at no cost to the other party.

3.2 This Agreement in no way alters the means by which current and future capital projects are and will be funded.

**4. INSPECTIONS.**

4.1 Periodic inspections may be performed jointly by representatives of the Parties to determine the level of service being provided pursuant to this Agreement to the State highways and/or City highways.

**5. TERM OF AGREEMENT.**

5.1 This Agreement shall commence on the date of the last signature, below, and shall be for a term of five (5) years unless terminated sooner pursuant to Section 5.2 of this Agreement.

5.2 This Agreement may be terminated by either Party upon sixty (60) days' written notice to the other Party, such notice to be given in accordance with Section 7.1.

5.3 This Agreement, including Exhibit A, may be amended upon the written agreement of the parties.

**6. GENERAL PROVISIONS.**

6.1 This Agreement shall be to the benefit of, and be binding upon, the respective Parties herein, their successors, and assigns.

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6.2 Either Party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing, shall be delivered in accordance with Section 7.1, and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications, then an addendum to this Agreement shall be drawn, approved, and executed in the same manner as the original Agreement.

6.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

6.4 The State of Ohio and ODOT are self-insured.

6.5 Each Party shall be responsible for liability associated with that Party's own errors, actions, or failures to act.

6.6 The Parties agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this Agreement, with the exception of matters identified in this Agreement requiring approval solely and finally by ODOT.

6.7 Ohio Ethics Law: The Parties, by signing this Agreement, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code; and (2) will take no action inconsistent with those laws.

6.8 In carrying out their respective obligations under this Agreement, the Parties shall comply with all applicable federal, state and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.

6.9 In no event shall the contractors, subcontractors, workers, employees or agents of either Party be considered agents or employees of the other Party. Each Party shall be responsible for the full payment of all taxes including, without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

## 7. NOTICE.

7.1 Notices under this Agreement shall be sent by ordinary U.S. mail, postage prepaid, as follows:

| | |
|---|---|
| City of Xenia, Ohio | Ohio Department of Transportation |
| City Administration Building | District 7 Office |
| 107 East Main Street | 2190 OH-29 |
| Xenia, Ohio 45385 | Sidney, Ohio 45365 |

## 8. SIGNATURES.

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

8.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

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8.3 This Agreement may be signed with the use of digital or electronic signatures, which shall be considered valid and binding, in accordance with Ohio Revised Code § 1306.06.

The Parties hereunto have caused this Agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

STATE OF OHIO
Department of Transportation

By: _____ Date:_____, 2026
Pamela Boratyn
Director

CITY OF XENIA, OHIO

By: _____ Date:_____, 2026
Brent W Merriman
Xenia City Manager

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Approved as to form:

_____
Donnette A. Fisher
Xenia Law Director

EXHIBIT A

CITY will be responsible for all maintenance/repairs and snow and ice on the following routes outside the City:

**S.R. 380:** Mile marker 6.45 to 7.0 (Innovation Dr. to the City corporation line).

**U.S. 68:** Mile marker 7.75 to 8.75 (Innovation Dr. to the City corporation line) including the Signal at US 68 and Patton/Union Road as well as the school flashers for the Greene County Career Center both directions on US 68.

**U.S. 42:** Mile marker 11.25 – 12.447 (City corporation line to Old Town Creek Crossing).

ODOT will be responsible for all maintenance/repairs and snow and ice on the following roads in the City of Xenia corporate limits:

**U.S. 35:** Mile marker 8.81 to 9.616; and
Mile marker 10.916 to 12.025; and
Mile marker 12.448 to 12.891.

**U.S. 42:** Mile Marker 13.786 to 14.223 (Campus Drive to N.E. Corner of 130.9930-acre State of Ohio parcel.

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**XENIA CITY COUNCIL**
LEGISLATIVE COVER MEMO

**Procedural History & Timeline:**

| | |
|---|---|
| Annexation Petition Filed: | March 10, 2026 |
| Statement of Services: | March 26, 2026, by Resolution 2026-021 |
| Zoning Buffer Statement: | March 26, 2026, by Resolution 2026-022 |
| County Commissioners' Approval: | April 23, 2026 |
| County Files Received by Clerk: | April 27, 2026 |
| Presentation & Vote: | July 9, 2026 |
| Effective Date: | July 9, 2026 |

**Agenda Item:** **RESOLUTION 2026 – 043**
ACCEPTING THE ANNEXATION OF 121.558 ACRES OF LAND IN XENIA TOWNSHIP, LOCATED EAST OF 997 NORTH COLUMBUS STREET, TO THE CITY OF XENIA, OHIO

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

**Summary:** An expedited type 2 petition to annex 121.558 acres from Xenia Township to the City of Xenia (part of the Mannarino property), was filed by the property owner, Mannarino Family Partnership, Ltd. The property is located on the south side of U.S. Route 42 East and east of 997 North Columbus Street (Greene County Parcel ID of M36-0002-0026-1-0021-00). If the annexation is accepted by Council, the developer Rockford Homes intends to acquire the property, as well as an adjacent 62-acre parcel at 1634 Old US-35 East, which is already located in the City. Upon acquisition, Rockford Homes will develop a subdivision of single-family homes, to be called Trailside Run. The subdivision will require City of Xenia water and sewer services and will contain an estimated 517 homes (see preliminary concept plan on following page). If the annexation is approved, the developer's next steps will be to submit a rezoning application, followed by subdivision plat applications.

City staff conducted a fiscal impact analysis of Trailside Run (based on the assumption that it is approved and completed over a period of thirteen (13) years) and found that General Fund operating revenues are estimated to exceed general fund service costs, excluding water and sewer funds. Estimated annual/cumulative revenues and costs are shown in the table on the following page.

**Cover Memo Attachments:** None.

**Budgetary Impact:** N/A

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

**Recommendation:** Based on the consistency with neXtPlan, the City's ability to serve the annexation territory, and positive fiscal impact analysis, Planning & Zoning staff recommends that City Council accept this annexation.

**Fiscal Impact Analysis**

| YEAR | UNITS BUILT | TOTAL REVENUE | TOTAL COSTS | NET REVENUE (ANNUAL) | NET REVENUE (CUMULATIVE) |
|---|---|---|---|---|---|
| 2027 | 5 | **$11,915** | **$9,823** | **$2,092** | $2,092 |
| 2028 | 30 | **$71,491** | **$58,940** | **$12,550** | $14,642 |
| 2029 | 67 | **$159,663** | **$131,634** | **$28,029** | $42,671 |
| 2030 | 112 | **$266,899** | **$220,044** | **$46,855** | $89,526 |
| 2031 | 157 | **$374,136** | **$308,455** | **$65,681** | $155,207 |
| 2032 | 202 | **$481,372** | **$396,866** | **$84,506** | $239,713 |
| 2033 | 247 | **$588,608** | **$485,277** | **$103,332** | $343,045 |
| 2034 | 292 | **$695,845** | **$573,687** | **$122,158** | $465,203 |
| 2035 | 337 | **$806,865** | **$662,098** | **$144,767** | $609,969 |
| 2036 | 382 | **$921,195** | **$750,509** | **$170,686** | $780,656 |
| 2037 | 427 | **$1,035,525** | **$838,919** | **$196,606** | $977,262 |
| 2038 | 472 | **$1,149,856** | **$927,330** | **$222,526** | $1,199,788 |
| 2039 | 517 | **$1,264,186** | **$1,015,741** | **$248,446** | $1,448,233 |

**CITY OF XENIA, OHIO**
**RESOLUTION 2026 – 043**

**ACCEPTING THE ANNEXATION OF 121.558 ACRES OF LAND IN XENIA TOWNSHIP, LOCATED EAST OF 997 NORTH COLUMBUS STREET, TO THE CITY OF XENIA, OHIO**

**WHEREAS,** on March 10, 2026, a petition was filed with the Greene County Board of Commissioners pursuant to Ohio Revised Code (ORC) § 709.021 and § 709.023, for the annexation of 121.558 acres, more or less, located on the south side of US-42, east of 997 North Columbus Street in Xenia Township (the "Territory"), which Territory is owned by Mannarino Family Partnership, Ltd.;

**WHEREAS,** on April 23, 2026, the Greene County Board of Commissioners approved and granted, by Resolution 26-4-23-23, attached hereto as Exhibit B, the petition to annex the Territory to the City of Xenia;

**WHEREAS,** on April 27, 2026, the Clerk of the Greene County Board of County Commissioners provided the Xenia City Clerk with a certified copy of the annexation proceedings, which have been on file with the City Clerk for the sixty (60) days required under ORC § 709.023; and

**WHEREAS,** pursuant to ORC § 709.04, the City Clerk has placed before City Council the resolution of the Greene County Board of Commissioners granting the petition, the petition, and the accompanying map/plat; and

**WHEREAS,** this Council is authorized under ORC § 709.04 to accept or reject the petition for annexation within one hundred and twenty (120) days of placement of the petition before it,

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

**Section 1.** The petition for annexation of +/-121.558 acres (Greene County Parcel ID M36-0002-0026-1-0021-00) from Xenia Township, Greene County, Ohio, to the City of Xenia, Ohio, filed by the Mannarino Family Partnership, Ltd. on March 10, 2026, and granted by the Greene County Board of Commissioners on April 23, 2026, is hereby accepted. The petition and accompanying map/plat and legal description are attached hereto as Exhibit A, which depicts and describes the territory that is the subject of the annexation.

**Section 2.** In accordance with ORC § 709.06, the City Clerk is hereby directed to make three (3) copies of this Resolution, to each of which shall be attached the petition for annexation, the map accompanying the petition for annexation, the transcript of the proceedings of the Board of County Commissioners of Greene County, Ohio, any resolutions and ordinances related to this annexation, and a certificate as to the correctness of each copy. The certificate shall be signed by the Clerk, in the Clerk's official capacity, and shall be authenticated by the seal of the City of Xenia, Ohio. The Clerk shall then deliver one (1) copy to the Greene County Auditor; one (1) copy to the Greene County Recorder; and one (1) copy to the Ohio Secretary of State on or after the effective date of this Resolution.

**Section 3.** The City Clerk shall also file notice with the Greene County Board of Elections within thirty (30) days of the effective date of this Resolution and shall do all other things required by law.

**Section 4.** The annexation accepted herein shall become effective as of the effective date of this Resolution.

**Section 5.** 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 6.** This Resolution shall become effective immediately upon its passage.

Passed: July 9, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

RECEIVED - GC BOCC
25 MAR 20 AM 9:57

***EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023) TO THE CITY OF XENIA OF 121.558 +/- ACRES, MORE OR LESS, FROM XENIA TOWNSHIP***

*TO THE BOARD OF COUNTY COMMISSIONERS*
*OF GREENE COUNTY, OHIO*

The undersigned, petitioner in the premises, and being the SOLE OWNER OF REAL ESTATE in the territory described, consisting of 121.558 +/- acres, more or less, with a total length of the annexation perimeter of 10,683.56 +/- feet, more or less, in the Township of Xenia, which area is contiguous along 4,853.51 +/- feet, or 45.43% is contiguous to the City of XENIA, do hereby pray that said territory be annexed to the City of XENIA, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibits "A" and "B" and made part hereof.

In support of said Petition, the petitioner states that it is the SOLE OWNER OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the GREENE County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THE SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."**

Mannarino Family Partnership Ltd.
1905 Wickersham Holw
Cumming, GA 30041

By: Catherine Mannarino
Catherine Mannarino, Partner

DATE: 01/21/26

By: Christina Lenahan
Christina Lenahan, Partner

DATE: 01/21/26

# EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

## LEGAL DESCRIPTION

## ANNEXATION OF 121.558 ACRES TO THE CITY OF XENIA, OHIO

Situate in V.M.S. No. 548, Xenia Township, Greene County, Ohio, being part of the 122.042-acre (by deed) parcel as conveyed to Mannarino Family Partnership, LTD. in Official Record 1005, Page 674 and being more fully described as follows;

Commencing at the MAG Nail found marking the northeasterly corner of Eastern Knolls as Recorded in Plat Cabinet 32, Page 7B, being on the centerline of North Columbus Avenue (U.S. Route 42, 60' wide), thence northeasterly along said centerline, North 50°02'45" East, 84.11 feet to the northeasterly corner of the 0.5460-acre parcel as conveyed to Kathleen James in Instr. 2024006243 and the northwesterly corner of said Mannarino Family Partnership, LTD. parcel;

thence southerly along the easterly line of said James parcel and the westerly line of said Mannarino parcel, South 24°22'32" East, 31.14 feet to the southerly right-of-way line of North Columbus Avenue, witness a 5/8" iron pin with Haley-Dusa cap found bearing North 21°00' East 0.15 feet, being **the point of beginning** for the annexation;

thence, North 50°02'45" East, 679.14 feet along said southerly right-of-way line, to an iron pin set on the westerly line of the 1.9667-acre parcel as conveyed to Marcus Kraushaar in Instr. 2025005401;

thence, South 33°43'06" East, 215.06 feet along said westerly line, to a 5/8" iron pin with Verdantas cap found marking the southwesterly corner of said Kraushaar parcel;

thence, North 70°23'54" East, 412.50 feet along the southerly line of said Kraushaar parcel, to a wood post found marking the southeasterly corner of said Kraushaar parcel and the southwesterly corner of the 4.354-acre parcel as conveyed to David T. & Monica L. Ervin in Official Record 3702, Page 137, witness iron pins set on the previous line and following line 5.00 feet from the corner;

thence, North 61°45'54" East, 552.64 feet along the southerly line of said Ervin parcel, to a 5/8" iron pin with Tri-City cap found marking the easterly corner of said Ervin parcel, being on the southerly line of the 5.001-acre parcel as conveyed to John E. Cowherd in Official Record 3084, Page 290;

thence, South 71°58'34" East, 698.74 feet along the southerly line of Cowherd and then the southerly line of the 7.271-acre parcel as conveyed to Sherri & James D. (Jr.) Taylor in Instr. 2017002847, passing a 5/8" iron pin with Kline cap found marking the corner to said Cowherd and Taylor at 436.72 feet, to the northwesterly corner of the original 40.004-acre parcel as conveyed to Debra J. Gillespie in Official Record 1049, Page 323, witness a 5/8" iron pin with Verdantas cap found bearing N 64°34' W, 0.17 feet;

thence, South 07°59'04" West, 1,318.15 feet along the westerly line of said Gillespie parcel, to a westerly corner of Gillespie, witness a 5/8" iron pin with Verdantas cap found bearing South 23°04' West, 0.88 feet;

thence, South 34°56'29" East, 445.95 feet along the westerly line of said Gillespie parcel to an iron pin set;

thence, North 77°59'26" East, 868.92 feet along the southerly line of said Gillespie parcel, passing a 5/8" iron pin found at 20.00 feet, to the southeasterly corner of said Gillespie parcel, being on the westerly line

4

02/7/2026

of the original 79.95-acre parcel as conveyed to Ann Wightman & Julia Davis in Official Record 669, Page 315, witness a 5/8" iron pin found bearing North 4°06' East, 0.27 feet;

thence, South 04°06'17" West, 733.13 feet along the westerly line of said Wightman-Davis parcel to a wood post found on the northeasterly corner of the original 43.43-acre parcel as conveyed to Alan G. & Kathleen A. Anderson, Tr. in Instr. 2023001053, witness iron pins set on the previous line and following line 5.00 feet from the corner;

thence, South 74°31'10" West, 2,149.85 feet along the northerly line of said Anderson Trustees parcel, passing a 1" iron pipe found at 1,857.83 feet marking the northeasterly corner of the 2.00-acre tract as conveyed to Urmah M. Grimes in Official Record 2404, Page 867, to the northwesterly corner of said Grimes parcel on the easterly line of the 3.11-acre parcel as conveyed to the City of Xenia in Deed Book 156, Page 480;

thence, North 24°22'32" West, 2,262.55 feet along the easterly line of the City of Xenia property, passing a 5/8" iron pin found at 866.79 feet 0.10 feet left of the line marking the southeasterly corner of the 23.4373-acre parcel as conveyed to John T. & Rachel Howard in Instr. 2022003110, to the southwesterly corner of said James parcel, witness a bent 5/8" iron pin found bearing South 5°40' East, 0.63 feet;

thence, North 50°00'29" East, 84.12 feet along the southerly line of said James parcel to an iron pin set at the southeasterly corner of said parcel;

thence, North 24°22'32" West, 262.81 feet along the easterly line of said James parcel to the place of beginning.

Containing 121.558-acres more or less to be annexed to the City of Xenia, 0.466-acres remaining in the Township of Xenia contained within the right-of-way of North Columbus Avenue (U.S. Route 42, 60' wide) and all being subject to any legal highways and easements of record.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, Ohio Real Time Network (ORTN).

The above description was prepared by Charles J. Kluener, Ohio Professional Surveyor Number 8057, based on a field survey performed under his direct supervision and dated January 16, 2026. A plat of survey is on file in the Greene County Engineer's Survey Records in Volume _____, Page _____.

All iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGINEERING"

Charles J. Kluener, PS #8057

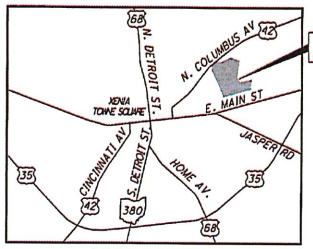
RECORDATION CHECK
Greene County Engineer's Facility Dept.
X Legally Sufficient As Described
_____ Legally Sufficient With Corrections Needed
_____ Legally Insufficient, New Survey Required
By: _____ Date: 02/17/2026

STATE OF OHIO
CHARLES J. KLUENER
S-8057
REGISTERED
PROFESSIONAL SURVEYOR

01/27/2026
Date

M36-2-26A-21 EOC 1513,214

# GREENE COUNTY SURVEYOR'S RECORD No. _____, PAGE _____




VICINITY MAP

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 84.11' | N50°02'45"E |
| L2 | 31.14' | S24°22'32"E |

THE BEARINGS ARE BASED ON NAD 83 CORS 2011 ADJUSTMENT, OHIO SOUTH ZONE, OHIO REAL TIME NETWORK (ORTN).

SCALE 1"=300'

0 150 300 600

## LEGEND

- I.P.S. 5/8" X 30" REBAR W/ CAP STAMPED "CHOICE ONE ENGINEERING" SET
- I.P.F. 5/8" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
- M.N.S. MAG NAIL SET
- M.N.F. MAG NAIL FOUND
- P.F. IRON PIPE FOUND
- △ POST FOUND
- CORP. LINE

## NOTES

1. DEED REFERENCES USED AS SHOWN
2. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
3. LINES OF OCCUPATION, WHEREVER THEY EXIST, GENERALLY AGREE WITH THE BOUNDARY LINES EXCEPT AS NOTED.
4. SURVEY COMPLETED WITHOUT A TITLE REPORT.

## SURVEY REFERENCE

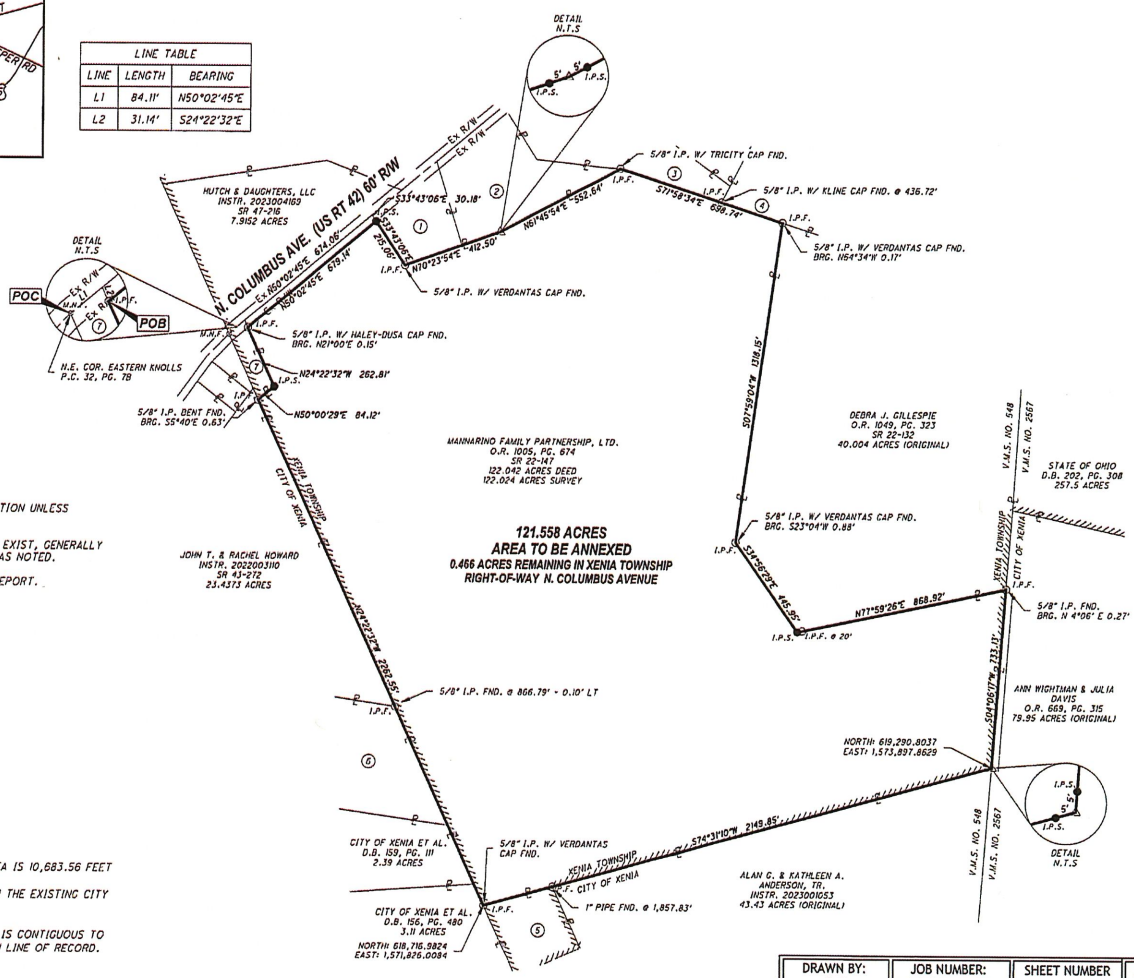
P.C. 32, PG. 78
S.R. 9, PG. 385
S.R. 11, PG. 161
S.R. 22, PG. 132
S.R. 22, PG. 147
S.R. 23, PG. 239
S.R. 29, PG. 112
S.R. 29, PG. 200
S.R. 29, PG. 269
S.R. 36, PG. 209
S.R. 39, PG. 202
S.R. 43, PG. 272
S.R. 47, PG. 216
S.R. 48, PG. 70

## CONTIGUITY NOTE

TOTAL PERIMETER OF THE ANNEXATION AREA IS 10,683.56 FEET

TOTAL OF 4,853.51 FEET CONTIGUOUS WITH THE EXISTING CITY OF XENIA CORPORATION LINE OF RECORD.

45.43% CONTIGUITY OF THE ANNEXED AREA IS CONTIGUOUS TO THE EXISTING CITY OF XENIA CORPORATION LINE OF RECORD.




1. MARCUS KRAUSHAAR INSTR. 2025005401 SR 11-161 1.9667 ACRES
2. DAVID T. & MONICA L. ERVIN O.R. 3702, PG. 137 SR 29-269 4.354 ACRES
3. JOHN E. COWHERD O.R. 3084, PG. 290 SR 29-112 5.001 ACRES
4. SHERRI & JAMES D. (JR) TAYLOR INSTR. 2017002847 SR 29-112 7.271 ACRES
5. URMAH M. GRIMES O.R. 2404, PG. 867 2.00 ACRES
6. DAYTON POWER & LIGHT COMPANY D.B. 369, PG. 679 SR 9-385 4.811 ACRES
7. KATHLEEN JAMES I.R. NO. 2024006243 SR 48-70 0.5460 ACRES

## CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED IN ACCORDANCE WITH O.A.C, CHAPTER 4733.37 STANDARDS FOR BOUNDARY SURVEYS AND PERFORMED IN JANUARY, 2026. ALL MEASUREMENTS ARE CORRECT AND MONUMENTS ARE SET OR TO BE SET AS SHOWN.

CHARLES J. KLUENER, P.S. #8057 — 1/27/2026 DATE

APPROVED GREENE COUNTY ENGINEER
By _____ Date 02/17/2026

APPROVED BY:
ZONING _____ DATE _____
RPCC, CITY, OR VILLAGE DATE

| DRAWN BY: | JOB NUMBER: | SHEET NUMBER |
|---|---|---|
| CJK | GREXEN2513 | 1 OF 1 |

STATE OF OHIO — CHARLES J. KLUENER S-8057 — REGISTERED PROFESSIONAL SURVEYOR

THIS INSTRUMENT WAS PREPARED BY:
Choice One Engineering
SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

GRANTOR MANNARINO FAMILY PARTNERSHIP, LTD.
GRANTEE

LOCATION
Section _____ Town _____ Range _____
or Survey No. 548
XENIA TOWNSHIP
GREENE COUNTY, OHIO

DATE JANUARY 27, 2026 SCALE 1" = 300'

B

## EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. M36-0002-0026-1-0020-00
   635 US Rte. 42 E.
   David T. and Monica L. Ervin
   635 US 42E
   Xenia, OH 45385
   and
   Davd T. and Monica L. Ervin
   352 Maple Ridge Drive
   Wilmington, OH 45177

2. Parcel No. M36-0002-0026-1-0110-00
   John E. Cowherd
   651 US 42 E.
   Xenia, OH 45385

3. Parcel No. M36-0002-0026-1-0018-00
   Hutch & Daughters LLC
   590 US 42 E.
   Xenia, OH 45385

4. Parcel No. M36-0002-0026-1-0019-00
   0.546 ac US 42 E.
   Kathleen James
   917 Sligh Avenue
   Seffner, FL 33584-3143

5. Parcel No. M36-0002-0026-1-0070-00
   1.9660 ac. US 42 E.
   Marcus Kraushaar
   1851 Jones Road
   Xenia, OH 45385-9442

6. Parcel No. M36-0002-0026-1-0113-00
   Sherri & James Taylor Jr.
   731 US Rte. 42 E.
   Xenia, OH 45385

7. Parcel No. M36-0002-0026-1-0025-00
   35.0030 ac. US 42 NE
   Debra J. Gillespie

610 Rising Hills Drive
Xenia, OH 45385

8. Parcel No. M40-0002-0026-0-0001-00
62.0770 ac. US 35
Ann Wightman & Julia Davis
326 Rue Marseille
Dayton, OH 45429

9. Parcel No. M40-0002-0009-0-0047-00
38.78 ac. Old Route 35, E. Main St.
Alan & Kathleen Anderson, Trustees
2420 Winchester Road
Xenia, OH 45385-7638

10. Parcel No. M36-0002-0026-1-0022-00
Urmah M. Grimes
40 S. Columbus St.
Xenia, OH 45385

11. Parcel No. M40-0002-0007-0-0016-00
23.4373 ac. Tremont Road
John & Rachel Howard
3309 Sunrise Way
Bellbrook, OH 45305

12. Parcel No. M40-0002-0007-0-0095-00
4.8110 ac. Lexington Ave.
Dayton Power & Light Co.
1 Monument Cir.
Indianapolis, IN 46204-3025

13. Parcel Nos. M40-0002-0007-0-0015-00
And M40-0002-0009-0-0036-00
Lexington Avenue
City of Xenia
107 E. Main St.
Xenia, OH 45385

**RESOLUTION BY THE GREENE COUNTY BOARD OF COMMISSIONERS GRANTING THE ANNEXATION OF 121.558 ACRES, MORE OR LESS, IN XENIA TOWNSHIP, GREENE COUNTY, OHIO TO THE CITY OF XENIA, GREENE COUNTY, OHIO (EXPEDITED TYPE 2 UNDER R.C. 709.023)**

**RESOLUTION NO. 26-4-23-23**

**WHEREAS**, a Petition for annexation of property consisting of 121.558 acres, more or less, in Xenia Township, was filed with the Board of Commissioners of Greene County, Ohio, on March 10, 2026, by the property owners, Catherine Mannarino and Christina Lenahan, Mannarino Family Partnership Ltd., with Thomas L. Hart, Painter & Associates, as agent for the petitioner; and,

**WHEREAS**, on March 12, 2026, the Board of Commissioners of Greene County, Ohio, by Resolution No. 26-3-12-15, entered the Petition upon its journal; and,

**WHEREAS**, the Greene County Engineer has found that the map and legal description of the property filed with the petition are legally sufficient, but noted that the proposed annexation creates an island at the southwest corner; and,

**WHEREAS**, the Greene County Regional Planning Commission and the Greene County Prosecutor's Office have also reviewed the Petition; and,

**WHEREAS**, the petition has met the requirements of O.R.C. 709.02, 709.021, and 709.023(A); and,

**WHEREAS**, the City of Xenia filed with the Board a statement of municipal services (Resolution 2026-021) and a statement regarding zoning buffers (Resolution 2026-022) on March 30, 2026; and,

**WHEREAS**, the Xenia Township Board of Trustees filed an objection to the proposed annexation petition in a letter dated April 3, 2026 to the Board of Commissioners, listing one objection to the proposed annexation.

**WHEREAS**, the Board of Commissioners held a review of the proposed annexation petition on April 23, 2026 weighing the evidence presented, and determined that the conditions for annexation in an Expedited Type 2 Annexation, pursuant to Ohio Revised Code Section 709.023(E), have been met.

**THEREFORE, BE IT RESOLVED**, the Greene County Board of Commissioners grants the petition for annexation, and asks the Clerk to refund any excess funds on deposit to the agent for petitioner and submit a copy of the annexation record to the Clerk of the City of Xenia.

The foregoing Resolution was introduced by Commissioner Gould and seconded by Commissioner Mays.

Upon roll call, the following vote resulted:

Commissioner Koogler Aye Commissioner Mays Aye Commissioner Gould Aye

Resolution duly adopted the 23rd day of April, 2026, by Resolution No. 26-4-23-23

**BOARD OF COUNTY COMMISSIONERS OF GREENE COUNTY, OHIO**

Tom Koogler, President

Sarah Mays, Vice President

Richard D. Gould, Commissioner

26-4-23-23

Attest: _____
Acting Clerk

COMMISSIONERS OFFICE
GREENE COUNTY, OHIO

Certified to be a true copy of the original recorded in Commissioners' Journal, Vol. 254

Page 22, Date April 23, 2026

Lisa Mock
Clerk, Greene County Commissioners

Board of Commissioners

Richard D. Gould, CPA
Tom Koogler
Sarah J. Mays

35 Greene Street
Xenia, Ohio 45385-3101

Phone: (937) 562-5006
Fax: (937) 562-5331
Administrator: (937) 562-5002
Clerk: (937) 562-5165
www.greenecountyohio.gov

April 27, 2026

## CERTIFICATION

The undersigned hereby certifies that the foregoing information contained in this file is a true and correct copy of the original file of the Petition for Annexation of 121.558 acres, more or less, from Xenia Township, to the City of Xenia, (Expedited Type 2, pursuant to ORC 709.023).

Lisa Mock

Lisa Mock, Clerk

COMMISSIONERS OFFICE ★ GREENE COUNTY, OHIO ★

(County Seal)

File contains copies of:

- Annexation petition
- Legal description
- Map
- Resolution No. 26-4-23-23 granting annexation
- All other documents

**XENIA CITY COUNCIL**
LEGISLATIVE COVER MEMO

**Procedural History & Timeline:**
Presentation & Vote: July 9, 2026
Effective Date: July 9, 2026

**Agenda Item:** **RESOLUTION 2026 – 044**
APPROVING AND RATIFYING THE TENTATIVE COLLECTIVE BARGAINING AGREEMENTS WITH THE XENIA POLICE OFFICERS ASSOCIATION AND FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, POLICE SERGEANTS

**Submitted By:** Jackie Potter, Administrative Services Director
**Presented By:** Brent Merriman, City Manager

**Summary:** The City negotiation team engaged in bargaining with the Xenia Police Officers Association and the Fraternal Order of Police, Police Sergeants, and the parties have reached tentative agreements. The negotiation team, the City Manager, and the Finance Director believe the terms and conditions of the proposed tentative agreements are fair and satisfy the interests of the City. The City has been notified that the unions ratified their respective agreements. The tentative agreements will be reviewed with Council in executive session, as authorized by Xenia City Charter § 13.03(C) and ORC § 121.22(G)(4), prior to Council's consideration of this Resolution.

Council's rejection of the terms of the tentative agreements, as presented, will return the parties to the bargaining process. Council's approval will close negotiations.

**Cover Memo Attachment(s):** None.

**Budgetary Impact:** Sufficient funds are budgeted in the 2026 budget.

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

**Recommendation:** The City Manager's Office recommends passage of Resolution 2026-044 to approve, accept, and ratify the terms and conditions of the proposed collective bargaining agreements and authorize the City Manager to execute the agreements with the Xenia Police Officers Association and the Fraternal Order of Police, Police Sergeants.

**CITY OF XENIA, OHIO**
**RESOLUTION 2026 – 044**

**APPROVING AND RATIFYING THE TENTATIVE COLLECTIVE BARGAINING AGREEMENTS WITH THE XENIA POLICE OFFICERS ASSOCIATION AND THE FRATERNAL ORDER OF POLICE, POLICE SERGEANTS**

**WHEREAS,** in accordance with Ohio law and the rules and regulations of the State Employment Relations Board, the City and the Xenia Police Officers Association and the Fraternal Order of Police, Police Sergeants ("Union") have negotiated tentative collective bargaining agreements regarding the employees who are members of their said Union;

**WHEREAS,** the members of the above-mentioned Unions met and voted to ratify the tentative collective bargaining agreements in full; and

**WHEREAS,** this Council, in accordance with Ohio law, must approve said tentative agreements before the same can take effect,

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

**Section 1.** The tentative collective bargaining agreements between the City of Xenia and the Xenia Police Officers Association and the Fraternal Order of Police, Police Sergeants are hereby approved and ratified.

**Section 2.** The City Manager is hereby authorized to execute, on behalf of the City, the approved three-year collective bargaining agreement with the Xenia Police Officers Association for the term of August 16, 2026, to August 11, 2029.

**Section 3.** The City Manager is hereby authorized to execute, on behalf of the City, the approved three-year collective bargaining agreement with the Fraternal Order of Police, Police Sergeants for the term of August 30, 2026, to August 25, 2029.

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

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

Passed: July 9, 2026

Wesley E. Smith
Xenia City Council President

Attest:

Amy E. Brown
City Clerk

**XENIA CITY COUNCIL**
AGENDA ITEM REPORT

**Meeting Date:** July 9, 2026

**Title:** **Procedural Motion** –Authorizing the Finance Director to Provide the Greene County Budget Commission with a Preliminary Budget as Required by Ohio Revised Code § 5705.281.

**Submitted & Presented By:** Ryan Duke, Finance Director

**Summary:** While § 5705.28 of Ohio's Uniform Tax Levy Law requires all taxing authorities in a county to annually adopt a tax budget for the next succeeding fiscal year, ORC § 5705.281 authorizes the county budget commissions to waive this requirement. When a county budget commission waives the tax budget requirement, the commission must still require each taxing authority to provide such financial information as the commission requires to perform its duties, including the establishment of tax rates for each taxing authority for the next fiscal year. For the second year, the Greene County Budget Commission has waived the requirement that the City adopt and file a formal tax budget. In lieu of a formal tax budget, the Commission has requested financial information regarding the City's expected cash balances as of January 1, 2027 and the expected 2027 revenue by fund, in order to set the City's tax rates for 2027.

Finance Department staff have prepared a preliminary budget, with positive balances in each fund, to meet the County Budget Commission's request. The Finance Director is requesting that Council authorize, by procedural motion, his submittal of this information to the Greene County Budget Commission as required by law. The submittal of this preliminary budget does not authorize or allocate any funding, nor does it commit Council to any future expenditures. The information in the preliminary budget will only be used by the County Budget Commission to set the City's tax rates for the coming fiscal year. As the County Budget Commission has not modified inside millage rates in decades, it is unlikely that the preliminary budget provided will impact the City's rates moving forward.

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

**Item Report Attachment(s):** Budget Summary Report to be submitted to the Greene County Budget Commission.
Detailed Budget Worksheet (available upon request)

**Budgetary Impact:** None

**Recommendation:** Authorizing the Finance Director, by procedural motion, to provide the Greene County Budget Commission with a preliminary budget as required by Ohio Revised Code § 5705.281.

# BUDGET REPORT FOR CITY OF XENIA

Calculations As Of 12/31/2026

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **101 GENERAL FUND - GENERAL** | | | | | | | | | |
| 101 | GENERAL FUND - GENERAL | 193,930.68 | (467,366.73) | (824,947.26) | 4,830,247.14 | 4,663,920.05 | 4,718,959.31 | 4,121,715.01 | 616,182.45 |
| Fund 101 - GENERAL FUND - GENERAL: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 12,455,075.13 | 13,535,567.33 | 6,986,743.26 | 13,608,912.00 | 13,334,250.00 | 13,375,848.00 | 13,375,848.00 | 15,820,059.15 |
| TOTAL APPROPRIATIONS | | 12,649,005.81 | 13,068,200.60 | 6,161,796.00 | 18,439,159.14 | 17,998,170.05 | 18,094,807.31 | 17,497,563.01 | 16,436,241.60 |
| NET OF REVENUES & APPROPRIATIONS: | | (193,930.68) | 467,366.73 | 824,947.26 | (4,830,247.14) | (4,663,920.05) | (4,718,959.31) | (4,121,715.01) | (616,182.45) |
| BEG. FUND BALANCE | | 5,070,883.09 | 4,876,952.41 | 5,344,319.14 | 5,070,883.09 | 4,876,952.41 | 5,344,319.14 | 5,344,319.14 | 625,359.83 |
| END FUND BALANCE | | 4,876,952.41 | 5,344,319.14 | 6,169,266.40 | 240,635.95 | 213,032.36 | 625,359.83 | 1,222,604.13 | 9,177.38 |
| **198 GENERAL FUND - BUILDING INSPECTION** | | | | | | | | | |
| 198 | GENERAL FUND - BUILDING INSPECTI | (165,903.46) | (110,421.83) | (45,127.62) | (16,598.88) | 15,217.46 | (12,250.38) | (23,991.23) | (33,050.21) |
| Fund 198 - GENERAL FUND - BUILDING INSPECTION: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 549,449.37 | 599,967.02 | 307,666.97 | 592,500.00 | 592,000.00 | 700,500.00 | 700,500.00 | 722,300.00 |
| TOTAL APPROPRIATIONS | | 383,545.91 | 489,545.19 | 262,539.35 | 575,901.12 | 607,217.46 | 688,249.62 | 676,508.77 | 689,249.79 |
| NET OF REVENUES & APPROPRIATIONS: | | 165,903.46 | 110,421.83 | 45,127.62 | 16,598.88 | (15,217.46) | 12,250.38 | 23,991.23 | 33,050.21 |
| BEG. FUND BALANCE | | 23,669.82 | 189,573.28 | 299,995.11 | 23,669.82 | 189,573.28 | 299,995.11 | 299,995.11 | 312,245.49 |
| END FUND BALANCE | | 189,573.28 | 299,995.11 | 345,122.73 | 40,268.70 | 174,355.82 | 312,245.49 | 323,986.34 | 345,295.70 |
| **199 GENERAL FUND - DARE** | | | | | | | | | |
| 199 | GENERAL FUND - DARE | 2,354.39 | 1,422.90 | 756.00 | 3,000.00 | 3,645.61 | 6,577.10 | 5,000.00 | 0.00 |
| Fund 199 - GENERAL FUND - DARE: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL APPROPRIATIONS | | 2,354.39 | 1,422.90 | 756.00 | 3,000.00 | 3,645.61 | 6,577.10 | 5,000.00 | 0.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (2,354.39) | (1,422.90) | (756.00) | (3,000.00) | (3,645.61) | (6,577.10) | (5,000.00) | 0.00 |
| BEG. FUND BALANCE | | 11,742.18 | 9,387.79 | 7,964.89 | 11,742.18 | 9,387.79 | 7,964.89 | 7,964.89 | 1,387.79 |
| END FUND BALANCE | | 9,387.79 | 7,964.89 | 7,208.89 | 8,742.18 | 5,742.18 | 1,387.79 | 2,964.89 | 1,387.79 |
| **203 GENERAL FUND - RECREATION** | | | | | | | | | |
| 203 | GENERAL FUND - RECREATION | 284.31 | 2,334.76 | 4,409.73 | 2,872.43 | 52,243.38 | 39.39 | (56,600.00) | (1,600.00) |
| Fund 203 - GENERAL FUND - RECREATION: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 54,314.31 | 101,387.41 | 18,139.36 | 210,000.00 | 190,000.00 | 125,000.00 | 125,000.00 | 70,000.00 |
| TOTAL APPROPRIATIONS | | 54,598.62 | 103,722.17 | 22,549.09 | 212,872.43 | 242,243.38 | 125,039.39 | 68,400.00 | 68,400.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (284.31) | (2,334.76) | (4,409.73) | (2,872.43) | (52,243.38) | (39.39) | 56,600.00 | 1,600.00 |
| BEG. FUND BALANCE | | 4,041.74 | 3,757.43 | 1,422.67 | 4,041.74 | 3,757.43 | 1,422.67 | 1,422.67 | 1,383.28 |
| END FUND BALANCE | | 3,757.43 | 1,422.67 | (2,987.06) | 1,169.31 | (48,485.95) | 1,383.28 | 58,022.67 | 2,983.28 |
| **211 INDIGENT DRIVERS INTERLOCK & ALCOHOL MON** | | | | | | | | | |
| 211 | INDIGENT DRIVERS INTERLOCK & ALC | (4,609.65) | (3,127.90) | (3,577.80) | 18,000.00 | 9,111.50 | 3,844.50 | (1,000.00) | (11,000.00) |
| Fund 211 - INDIGENT DRIVERS INTERLOCK & ALCOHOL MON: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 10,498.15 | 10,523.90 | 3,577.80 | 17,000.00 | 8,000.00 | 11,000.00 | 11,000.00 | 11,000.00 |
| TOTAL APPROPRIATIONS | | 5,888.50 | 7,396.00 | 0.00 | 35,000.00 | 17,111.50 | 14,844.50 | 10,000.00 | 0.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 4,609.65 | 3,127.90 | 3,577.80 | (18,000.00) | (9,111.50) | (3,844.50) | 1,000.00 | 11,000.00 |
| BEG. FUND BALANCE | | 38,613.70 | 43,223.35 | 46,351.25 | 38,613.70 | 43,223.35 | 46,351.25 | 46,351.25 | 42,506.75 |
| END FUND BALANCE | | 43,223.35 | 46,351.25 | 49,929.05 | 20,613.70 | 34,111.85 | 42,506.75 | 47,351.25 | 53,506.75 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **212 INDIGENT DRIVERS ALCOHOL TREATMENT FUND** | | | | | | | | | |
| 212 | INDIGENT DRIVERS ALCOHOL TREATME | (7,794.07) | (16,233.93) | (9,119.55) | 67,601.50 | 23,267.26 | 18,084.90 | (7,000.00) | (5,700.00) |
| Fund 212 - INDIGENT DRIVERS ALCOHOL TREATMENT FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 21,667.81 | 17,308.72 | 9,739.12 | 22,000.00 | 21,300.00 | 21,500.00 | 21,500.00 | 20,200.00 |
| TOTAL APPROPRIATIONS | | 13,873.74 | 1,074.79 | 619.57 | 89,601.50 | 44,567.26 | 39,584.90 | 14,500.00 | 14,500.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 7,794.07 | 16,233.93 | 9,119.55 | (67,601.50) | (23,267.26) | (18,084.90) | 7,000.00 | 5,700.00 |
| BEG. FUND BALANCE | | 117,271.65 | 125,065.72 | 141,299.65 | 117,271.65 | 125,065.72 | 141,299.65 | 141,299.65 | 123,214.75 |
| END FUND BALANCE | | 125,065.72 | 141,299.65 | 150,419.20 | 49,670.15 | 101,798.46 | 123,214.75 | 148,299.65 | 128,914.75 |
| **213 ALCOHOL ENFORCEMENT AND EDUCATION FUND** | | | | | | | | | |
| 213 | ALCOHOL ENFORCEMENT AND EDUCATIO | (1,325.67) | (1,360.83) | (545.26) | 2,700.00 | 1,550.00 | 550.00 | 550.00 | 17,200.00 |
| Fund 213 - ALCOHOL ENFORCEMENT AND EDUCATION FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 1,325.67 | 1,360.83 | 545.26 | 300.00 | 1,450.00 | 2,450.00 | 2,450.00 | 1,300.00 |
| TOTAL APPROPRIATIONS | | 0.00 | 0.00 | 0.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 18,500.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 1,325.67 | 1,360.83 | 545.26 | (2,700.00) | (1,550.00) | (550.00) | (550.00) | (17,200.00) |
| BEG. FUND BALANCE | | 16,891.94 | 18,217.61 | 19,578.44 | 16,891.94 | 18,217.61 | 19,578.44 | 19,578.44 | 19,028.44 |
| END FUND BALANCE | | 18,217.61 | 19,578.44 | 20,123.70 | 14,191.94 | 16,667.61 | 19,028.44 | 19,028.44 | 1,828.44 |
| **214 MUNICIPAL COURT PROBATION SERVICES FUND** | | | | | | | | | |
| 214 | MUNICIPAL COURT PROBATION SERVIC | (7,936.95) | 18,567.53 | 26,470.16 | 35,369.65 | 39,489.43 | (61,009.07) | (95,475.97) | 85,643.92 |
| Fund 214 - MUNICIPAL COURT PROBATION SERVICES FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 550,796.94 | 507,232.41 | 218,657.67 | 625,450.00 | 652,200.00 | 657,200.00 | 657,200.00 | 503,729.00 |
| TOTAL APPROPRIATIONS | | 542,859.99 | 525,799.94 | 245,127.83 | 660,819.65 | 691,689.43 | 596,190.93 | 561,724.03 | 589,372.92 |
| NET OF REVENUES & APPROPRIATIONS: | | 7,936.95 | (18,567.53) | (26,470.16) | (35,369.65) | (39,489.43) | 61,009.07 | 95,475.97 | (85,643.92) |
| BEG. FUND BALANCE | | 35,386.03 | 43,322.98 | 24,755.45 | 35,386.03 | 43,322.98 | 24,755.45 | 24,755.45 | 85,764.52 |
| END FUND BALANCE | | 43,322.98 | 24,755.45 | (1,714.71) | 16.38 | 3,833.55 | 85,764.52 | 120,231.42 | 120.60 |
| **215 COURT COMPUTERIZATION FUND** | | | | | | | | | |
| 215 | COURT COMPUTERIZATION FUND | 0.00 | 12,605.60 | 34,511.35 | 0.00 | 0.00 | 8,100.00 | 8,100.00 | 70,250.00 |
| Fund 215 - COURT COMPUTERIZATION FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 12,605.60 | 34,511.35 | 0.00 | 0.00 | 8,100.00 | 8,100.00 | 70,250.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 12,605.60 | 34,511.35 | 0.00 | 0.00 | 8,100.00 | 8,100.00 | 70,250.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 12,605.60 | 0.00 | 0.00 | 12,605.60 | 12,605.60 | 20,705.60 |
| END FUND BALANCE | | 0.00 | 12,605.60 | 47,116.95 | 0.00 | 0.00 | 20,705.60 | 20,705.60 | 90,955.60 |
| **216 CLERK COMPUTERIZATION FUND** | | | | | | | | | |
| 216 | CLERK COMPUTERIZATION FUND | 0.00 | 42,570.62 | 9,147.36 | 0.00 | 0.00 | 30,000.00 | 30,000.00 | 25,500.00 |
| Fund 216 - CLERK COMPUTERIZATION FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 42,570.62 | 9,147.36 | 0.00 | 0.00 | 30,000.00 | 30,000.00 | 25,500.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 42,570.62 | 9,147.36 | 0.00 | 0.00 | 30,000.00 | 30,000.00 | 25,500.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 42,570.62 | 0.00 | 0.00 | 42,570.62 | 42,570.62 | 72,570.62 |
| END FUND BALANCE | | 0.00 | 42,570.62 | 51,717.98 | 0.00 | 0.00 | 72,570.62 | 72,570.62 | 98,070.62 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **221 STREET FUND - STATE GAS TAX** | | | | | | | | | |
| 221 | STREET FUND - STATE GAS TAX | 114,661.21 | (118,173.59) | 196,412.90 | 276,867.95 | 161,537.63 | 282,720.46 | 120,598.33 | (1,103.81) |
| Fund 221 - STREET FUND - STATE GAS TAX: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 1,483,446.80 | 1,715,626.78 | 616,590.73 | 1,851,000.00 | 1,869,000.00 | 2,080,000.00 | 2,080,000.00 | 2,158,000.00 |
| TOTAL APPROPRIATIONS | | 1,598,108.01 | 1,597,453.19 | 813,003.63 | 2,127,867.95 | 2,030,537.63 | 2,362,720.46 | 2,200,598.33 | 2,156,896.19 |
| NET OF REVENUES & APPROPRIATIONS: | | (114,661.21) | 118,173.59 | (196,412.90) | (276,867.95) | (161,537.63) | (282,720.46) | (120,598.33) | 1,103.81 |
| BEG. FUND BALANCE | | 283,854.19 | 169,192.98 | 287,366.57 | 283,854.19 | 169,192.98 | 287,366.57 | 287,366.57 | 4,646.11 |
| END FUND BALANCE | | 169,192.98 | 287,366.57 | 90,953.67 | 6,986.24 | 7,655.35 | 4,646.11 | 166,768.24 | 5,749.92 |
| **222 STATE ROUTE REPAIR FUND** | | | | | | | | | |
| 222 | STATE ROUTE REPAIR FUND | (63,585.71) | (37,544.28) | 6,646.76 | 71,568.71 | 43,881.56 | 47,505.57 | 30,776.12 | 32,680.95 |
| Fund 222 - STATE ROUTE REPAIR FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 142,512.69 | 134,017.85 | 57,760.33 | 111,000.00 | 139,000.00 | 135,000.00 | 135,000.00 | 135,000.00 |
| TOTAL APPROPRIATIONS | | 78,926.98 | 96,473.57 | 64,407.09 | 182,568.71 | 182,881.56 | 182,505.57 | 165,776.12 | 167,680.95 |
| NET OF REVENUES & APPROPRIATIONS: | | 63,585.71 | 37,544.28 | (6,646.76) | (71,568.71) | (43,881.56) | (47,505.57) | (30,776.12) | (32,680.95) |
| BEG. FUND BALANCE | | 494,139.26 | 557,724.97 | 595,269.25 | 494,139.26 | 557,724.97 | 595,269.25 | 595,269.25 | 547,763.68 |
| END FUND BALANCE | | 557,724.97 | 595,269.25 | 588,622.49 | 422,570.55 | 513,843.41 | 547,763.68 | 564,493.13 | 515,082.73 |
| **228 STREET FUND - MUN VEHICLE LICENSE TAX** | | | | | | | | | |
| 228 | STREET FUND - MUN VEHICLE LICENS | (188,307.41) | 850.03 | (74,968.94) | (187,389.73) | 43,500.00 | 50,285.46 | 14,000.00 | (88,000.00) |
| Fund 228 - STREET FUND - MUN VEHICLE LICENSE TAX: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 188,307.41 | 191,864.51 | 82,286.46 | 196,800.00 | 185,500.00 | 181,000.00 | 181,000.00 | 188,000.00 |
| TOTAL APPROPRIATIONS | | 0.00 | 192,714.54 | 7,317.52 | 9,410.27 | 229,000.00 | 231,285.46 | 195,000.00 | 100,000.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 188,307.41 | (850.03) | 74,968.94 | 187,389.73 | (43,500.00) | (50,285.46) | (14,000.00) | 88,000.00 |
| BEG. FUND BALANCE | | 130,802.68 | 319,110.09 | 318,260.06 | 130,802.68 | 319,110.09 | 318,260.06 | 318,260.06 | 267,974.60 |
| END FUND BALANCE | | 319,110.09 | 318,260.06 | 393,229.00 | 318,192.41 | 275,610.09 | 267,974.60 | 304,260.06 | 355,974.60 |
| **229 STREET FUND - COUNTY VEHICLE LICENSE TAX** | | | | | | | | | |
| 229 | STREET FUND - COUNTY VEHICLE LIC | 29,342.05 | (31,353.79) | (468.20) | (600.00) | 72,908.40 | (500.00) | (500.00) | (700.00) |
| Fund 229 - STREET FUND - COUNTY VEHICLE LICENSE TAX: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 73,849.64 | 104,553.79 | 468.20 | 658,600.00 | 20,600.00 | 500.00 | 500.00 | 700.00 |
| TOTAL APPROPRIATIONS | | 103,191.69 | 73,200.00 | 0.00 | 658,000.00 | 93,508.40 | 0.00 | 0.00 | 0.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (29,342.05) | 31,353.79 | 468.20 | 600.00 | (72,908.40) | 500.00 | 500.00 | 700.00 |
| BEG. FUND BALANCE | | 29,358.04 | 15.99 | 31,369.78 | 29,358.04 | 15.99 | 31,369.78 | 31,369.78 | 31,869.78 |
| END FUND BALANCE | | 15.99 | 31,369.78 | 31,837.98 | 29,958.04 | (72,892.41) | 31,869.78 | 31,869.78 | 32,569.78 |
| **233 PROPERTY IMPROVEMENTS FUND - XTS LEASE** | | | | | | | | | |
| 233 | PROPERTY IMPROVEMENTS FUND - XTS | 17,152.01 | (16,373.80) | (10,001.98) | 77,618.85 | 2,190.83 | 231.33 | (2,134.00) | 33,094.15 |
| Fund 233 - PROPERTY IMPROVEMENTS FUND - XTS LEASE: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 32,965.00 | 32,965.00 | 15,544.78 | 31,150.00 | 31,150.00 | 31,150.00 | 31,150.00 | 32,965.00 |
| TOTAL APPROPRIATIONS | | 50,117.01 | 16,591.20 | 5,542.80 | 108,768.85 | 33,340.83 | 31,381.33 | 29,016.00 | 66,059.15 |
| NET OF REVENUES & APPROPRIATIONS: | | (17,152.01) | 16,373.80 | 10,001.98 | (77,618.85) | (2,190.83) | (231.33) | 2,134.00 | (33,094.15) |
| BEG. FUND BALANCE | | 138,941.72 | 121,789.71 | 138,163.51 | 138,941.72 | 121,789.71 | 138,163.51 | 138,163.51 | 137,932.18 |
| END FUND BALANCE | | 121,789.71 | 138,163.51 | 148,165.49 | 61,322.87 | 119,598.88 | 137,932.18 | 140,297.51 | 104,838.03 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **236 PROPERTY IMPROVEMENTS FUND - XTS DEVELOP** | | | | | | | | | |
| 236 | PROPERTY IMPROVEMENTS FUND - XTS | 269,450.99 | (3,665.22) | (43,572.29) | 192,254.77 | (39,487.12) | (136,912.70) | (236,545.00) | (120,300.00) |
| Fund 236 - PROPERTY IMPROVEMENTS FUND - XTS DEVELOP: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 308,686.73 | 347,160.31 | 122,496.81 | 1,170,800.00 | 636,800.00 | 436,800.00 | 436,800.00 | 256,800.00 |
| TOTAL APPROPRIATIONS | | 578,137.72 | 343,495.09 | 78,924.52 | 1,363,054.77 | 597,312.88 | 299,887.30 | 200,255.00 | 136,500.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (269,450.99) | 3,665.22 | 43,572.29 | (192,254.77) | 39,487.12 | 136,912.70 | 236,545.00 | 120,300.00 |
| BEG. FUND BALANCE | | 271,220.90 | 1,769.91 | 5,435.13 | 271,220.90 | 1,769.91 | 5,435.13 | 5,435.13 | 142,347.83 |
| END FUND BALANCE | | 1,769.91 | 5,435.13 | 49,007.42 | 78,966.13 | 41,257.03 | 142,347.83 | 241,980.13 | 262,647.83 |
| **250 911 FUND** | | | | | | | | | |
| 250 | 911 FUND | (120,085.26) | (104,034.62) | (50,450.90) | 10,897.65 | (86,430.21) | 441,849.48 | 428,582.73 | (131,400.22) |
| Fund 250 - 911 FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 216,924.36 | 189,370.77 | 79,920.50 | 204,000.00 | 231,000.00 | 195,000.00 | 195,000.00 | 185,000.00 |
| TOTAL APPROPRIATIONS | | 96,839.10 | 85,336.15 | 29,469.60 | 214,897.65 | 144,569.79 | 636,849.48 | 623,582.73 | 53,599.78 |
| NET OF REVENUES & APPROPRIATIONS: | | 120,085.26 | 104,034.62 | 50,450.90 | (10,897.65) | 86,430.21 | (441,849.48) | (428,582.73) | 131,400.22 |
| BEG. FUND BALANCE | | 674,197.34 | 794,282.60 | 898,317.22 | 674,197.34 | 794,282.60 | 898,317.22 | 898,317.22 | 456,467.74 |
| END FUND BALANCE | | 794,282.60 | 898,317.22 | 948,768.12 | 663,299.69 | 880,712.81 | 456,467.74 | 469,734.49 | 587,867.96 |
| **251 LAW ENFORCEMENT TRUST FUND** | | | | | | | | | |
| 251 | LAW ENFORCEMENT TRUST FUND | 95,051.09 | (7,696.93) | 2,048.96 | 106,046.30 | (5,755.00) | 61,663.63 | 59,899.15 | 27,900.00 |
| Fund 251 - LAW ENFORCEMENT TRUST FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 29,183.82 | 36,085.29 | 10,921.04 | 36,500.00 | 44,800.00 | 31,000.00 | 31,000.00 | 20,500.00 |
| TOTAL APPROPRIATIONS | | 124,234.91 | 28,388.36 | 12,970.00 | 142,546.30 | 39,045.00 | 92,663.63 | 90,899.15 | 48,400.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (95,051.09) | 7,696.93 | (2,048.96) | (106,046.30) | 5,755.00 | (61,663.63) | (59,899.15) | (27,900.00) |
| BEG. FUND BALANCE | | 294,308.57 | 199,257.48 | 206,954.41 | 294,308.57 | 199,257.48 | 206,954.41 | 206,954.41 | 145,290.78 |
| END FUND BALANCE | | 199,257.48 | 206,954.41 | 204,905.45 | 188,262.27 | 205,012.48 | 145,290.78 | 147,055.26 | 117,390.78 |
| **252 DRUG LAW ENFORCEMENT FUND** | | | | | | | | | |
| 252 | DRUG LAW ENFORCEMENT FUND | (11,281.60) | (1,756.51) | 487.26 | 550.00 | 2,400.00 | (1,700.00) | (1,700.00) | 800.00 |
| Fund 252 - DRUG LAW ENFORCEMENT FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 11,281.60 | 1,756.51 | (487.26) | 2,450.00 | 2,100.00 | 6,200.00 | 6,200.00 | 2,200.00 |
| TOTAL APPROPRIATIONS | | 0.00 | 0.00 | 0.00 | 3,000.00 | 4,500.00 | 4,500.00 | 4,500.00 | 3,000.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 11,281.60 | 1,756.51 | (487.26) | (550.00) | (2,400.00) | 1,700.00 | 1,700.00 | (800.00) |
| BEG. FUND BALANCE | | 38,653.48 | 49,935.08 | 51,691.59 | 38,653.48 | 49,935.08 | 51,691.59 | 51,691.59 | 53,391.59 |
| END FUND BALANCE | | 49,935.08 | 51,691.59 | 51,204.33 | 38,103.48 | 47,535.08 | 53,391.59 | 53,391.59 | 52,591.59 |
| **253 MUNICIPAL COURT VICTIM ADVOCATE FUND** | | | | | | | | | |
| 253 | MUNICIPAL COURT VICTIM ADVOCATE | 24,729.66 | (5,489.87) | (30,435.56) | 12,381.13 | 3,650.04 | 6,187.19 | (685.38) | (339.19) |
| Fund 253 - MUNICIPAL COURT VICTIM ADVOCATE FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 268,852.93 | 310,521.96 | 158,758.40 | 305,593.00 | 320,193.00 | 335,193.00 | 335,193.00 | 319,593.00 |
| TOTAL APPROPRIATIONS | | 293,582.59 | 305,032.09 | 128,322.84 | 317,974.13 | 323,843.04 | 341,380.19 | 334,507.62 | 319,253.81 |
| NET OF REVENUES & APPROPRIATIONS: | | (24,729.66) | 5,489.87 | 30,435.56 | (12,381.13) | (3,650.04) | (6,187.19) | 685.38 | 339.19 |
| BEG. FUND BALANCE | | 31,200.48 | 6,470.82 | 11,960.69 | 31,200.48 | 6,470.82 | 11,960.69 | 11,960.69 | 5,773.50 |
| END FUND BALANCE | | 6,470.82 | 11,960.69 | 42,396.25 | 18,819.35 | 2,820.78 | 5,773.50 | 12,646.07 | 6,112.69 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **254 ONE OHIO FUND** | | | | | | | | | |
| 254 | ONE OHIO FUND | (82,410.31) | (52,771.94) | 12,731.82 | 3,714.51 | (2,073.52) | (4,524.85) | (15,714.39) | (13,585.05) |
| Fund 254 - ONE OHIO FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 101,599.83 | 60,159.54 | 6,608.35 | 30,000.00 | 30,000.00 | 60,000.00 | 60,000.00 | 60,000.00 |
| TOTAL APPROPRIATIONS | | 19,189.52 | 7,387.60 | 19,340.17 | 33,714.51 | 27,926.48 | 55,475.15 | 44,285.61 | 46,414.95 |
| NET OF REVENUES & APPROPRIATIONS: | | 82,410.31 | 52,771.94 | (12,731.82) | (3,714.51) | 2,073.52 | 4,524.85 | 15,714.39 | 13,585.05 |
| BEG. FUND BALANCE | | 41,232.24 | 123,642.55 | 176,414.49 | 41,232.24 | 123,642.55 | 176,414.49 | 176,414.49 | 180,939.34 |
| END FUND BALANCE | | 123,642.55 | 176,414.49 | 163,682.67 | 37,517.73 | 125,716.07 | 180,939.34 | 192,128.88 | 194,524.39 |
| **270 PUBLIC SAFETY FUND** | | | | | | | | | |
| 270 | PUBLIC SAFETY FUND | 45,301.75 | 60,015.52 | 318,489.01 | 291,823.37 | 407,388.42 | 311,049.54 | (164,371.60) | (95,519.75) |
| Fund 270 - PUBLIC SAFETY FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 17,852,046.91 | 19,020,678.41 | 9,007,007.63 | 20,042,797.65 | 20,538,490.40 | 21,604,690.00 | 21,604,690.00 | 22,462,593.94 |
| TOTAL APPROPRIATIONS | | 17,897,348.66 | 19,080,693.93 | 9,325,496.64 | 20,334,621.02 | 20,945,878.82 | 21,915,739.54 | 21,440,318.40 | 22,367,074.19 |
| NET OF REVENUES & APPROPRIATIONS: | | (45,301.75) | (60,015.52) | (318,489.01) | (291,823.37) | (407,388.42) | (311,049.54) | 164,371.60 | 95,519.75 |
| BEG. FUND BALANCE | | 478,377.05 | 433,075.30 | 373,059.78 | 478,377.05 | 433,075.30 | 373,059.78 | 373,059.78 | 62,010.24 |
| END FUND BALANCE | | 433,075.30 | 373,059.78 | 54,570.77 | 186,553.68 | 25,686.88 | 62,010.24 | 537,431.38 | 157,529.99 |
| **361 CAPITAL PERMANENT IMPROVEMENTS FUND** | | | | | | | | | |
| 361 | CAPITAL PERMANENT IMPROVEMENTS F | (8,717,043.34) | 4,724,547.59 | 1,233,593.56 | 3,139,200.32 | 12,214,555.87 | 6,042,982.08 | 738,777.07 | (93,877.19) |
| Fund 361 - CAPITAL PERMANENT IMPROVEMENTS FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 13,637,918.67 | 3,817,983.02 | 1,178,607.04 | 15,401,738.48 | 3,512,156.70 | 3,933,616.00 | 3,933,616.00 | 7,012,657.00 |
| TOTAL APPROPRIATIONS | | 4,920,875.33 | 8,542,530.61 | 2,412,200.60 | 18,540,938.80 | 15,726,712.57 | 9,976,598.08 | 4,672,393.07 | 6,918,779.81 |
| NET OF REVENUES & APPROPRIATIONS: | | 8,717,043.34 | (4,724,547.59) | (1,233,593.56) | (3,139,200.32) | (12,214,555.87) | (6,042,982.08) | (738,777.07) | 93,877.19 |
| BEG. FUND BALANCE | | 3,183,557.03 | 11,900,600.37 | 7,176,052.78 | 3,183,557.03 | 11,900,600.37 | 7,176,052.78 | 7,176,052.78 | 1,133,070.70 |
| END FUND BALANCE | | 11,900,600.37 | 7,176,052.78 | 5,942,459.22 | 44,356.71 | (313,955.50) | 1,133,070.70 | 6,437,275.71 | 1,226,947.89 |
| **362 ISSUE II IMPROVEMENTS FUND** | | | | | | | | | |
| 362 | ISSUE II IMPROVEMENTS FUND | (389.82) | (1,975.78) | (1,490.40) | 0.00 | 1,306.82 | 0.00 | (44,564.47) | 0.00 |
| Fund 362 - ISSUE II IMPROVEMENTS FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 300,000.00 | 1,071,978.46 | 16,729.66 | 1,255,051.00 | 1,487,861.00 | 44,564.47 | 44,564.47 | 0.00 |
| TOTAL APPROPRIATIONS | | 299,610.18 | 1,070,002.68 | 15,239.26 | 1,255,051.00 | 1,489,167.82 | 44,564.47 | 0.00 | 0.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 389.82 | 1,975.78 | 1,490.40 | 0.00 | (1,306.82) | 0.00 | 44,564.47 | 0.00 |
| BEG. FUND BALANCE | | 917.89 | 1,307.71 | 3,283.49 | 917.89 | 1,307.71 | 3,283.49 | 3,283.49 | 3,283.49 |
| END FUND BALANCE | | 1,307.71 | 3,283.49 | 4,773.89 | 917.89 | 0.89 | 3,283.49 | 47,847.96 | 3,283.49 |
| **363 COURT SPECIAL PROJECTS FUND** | | | | | | | | | |
| 363 | COURT SPECIAL PROJECTS FUND | 202,627.43 | (233,117.89) | (22,802.05) | 295,367.66 | 116,821.17 | 320,565.54 | 320,563.39 | 128,947.15 |
| Fund 363 - COURT SPECIAL PROJECTS FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 105,248.03 | 298,431.84 | 53,971.49 | 79,600.00 | 486,500.00 | 485,000.00 | 485,000.00 | 100,000.00 |
| TOTAL APPROPRIATIONS | | 307,875.46 | 65,313.95 | 31,169.44 | 374,967.66 | 603,321.17 | 805,565.54 | 805,563.39 | 228,947.15 |
| NET OF REVENUES & APPROPRIATIONS: | | (202,627.43) | 233,117.89 | 22,802.05 | (295,367.66) | (116,821.17) | (320,565.54) | (320,563.39) | (128,947.15) |
| BEG. FUND BALANCE | | 491,536.20 | 288,908.77 | 522,026.66 | 491,536.20 | 288,908.77 | 522,026.66 | 522,026.66 | 201,461.12 |
| END FUND BALANCE | | 288,908.77 | 522,026.66 | 544,828.71 | 196,168.54 | 172,087.60 | 201,461.12 | 201,463.27 | 72,513.97 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **364 PUBLIC SAFETY PERMANENT IMPROVEMENT FUND** | | | | | | | | | |
| 364 | PUBLIC SAFETY PERMANENT IMPROVEM | (900,166.15) | 674,211.66 | 695,226.64 | 582,503.97 | 1,643,798.92 | 977,094.16 | 311,823.79 | (2,297.69) |
| Fund 364 - PUBLIC SAFETY PERMANENT IMPROVEMENT FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 1,886,879.97 | 889,952.00 | 48,435.61 | 3,309,446.00 | 2,328,000.00 | 4,323,699.15 | 4,323,699.15 | 1,862,451.00 |
| TOTAL APPROPRIATIONS | | 986,713.82 | 1,564,163.66 | 743,662.25 | 3,891,949.97 | 3,971,798.92 | 5,300,793.31 | 4,635,522.94 | 1,860,153.31 |
| NET OF REVENUES & APPROPRIATIONS: | | 900,166.15 | (674,211.66) | (695,226.64) | (582,503.97) | (1,643,798.92) | (977,094.16) | (311,823.79) | 2,297.69 |
| BEG. FUND BALANCE | | 751,532.78 | 1,651,698.93 | 977,487.27 | 751,532.78 | 1,651,698.93 | 977,487.27 | 977,487.27 | 393.11 |
| END FUND BALANCE | | 1,651,698.93 | 977,487.27 | 282,260.63 | 169,028.81 | 7,900.01 | 393.11 | 665,663.48 | 2,690.80 |
| **472 BOND RETIREMENT FUND - ADMIN BLDG 2015** | | | | | | | | | |
| 472 | BOND RETIREMENT FUND - ADMIN BLD | (5,791.11) | (5,265.40) | (358,279.20) | (295.00) | (5,501.00) | (6,001.00) | (6,001.00) | (2,001.00) |
| Fund 472 - BOND RETIREMENT FUND - ADMIN BLDG 2015: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 522,991.11 | 458,015.40 | 450,754.20 | 517,501.00 | 458,252.00 | 455,952.00 | 455,952.00 | 451,352.00 |
| TOTAL APPROPRIATIONS | | 517,200.00 | 452,750.00 | 92,475.00 | 517,206.00 | 452,751.00 | 449,951.00 | 449,951.00 | 449,351.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 5,791.11 | 5,265.40 | 358,279.20 | 295.00 | 5,501.00 | 6,001.00 | 6,001.00 | 2,001.00 |
| BEG. FUND BALANCE | | 20,462.00 | 26,253.11 | 31,518.51 | 20,462.00 | 26,253.11 | 31,518.51 | 31,518.51 | 37,519.51 |
| END FUND BALANCE | | 26,253.11 | 31,518.51 | 389,797.71 | 20,757.00 | 31,754.11 | 37,519.51 | 37,519.51 | 39,520.51 |
| **473 BOND RETIREMENT FUND - XTS 2021** | | | | | | | | | |
| 473 | BOND RETIREMENT FUND - XTS 2021 | (1,544.48) | (220.71) | (120,364.31) | 13,431.00 | 50,000.00 | 0.00 | 0.00 | 0.00 |
| Fund 473 - BOND RETIREMENT FUND - XTS 2021: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 2,992,975.04 | 2,953,792.93 | 241,604.00 | 2,978,000.00 | 2,980,000.00 | 241,704.00 | 241,704.00 | 240,967.00 |
| TOTAL APPROPRIATIONS | | 2,991,430.56 | 2,953,572.22 | 121,239.69 | 2,991,431.00 | 3,030,000.00 | 241,704.00 | 241,704.00 | 240,967.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 1,544.48 | 220.71 | 120,364.31 | (13,431.00) | (50,000.00) | 0.00 | 0.00 | 0.00 |
| BEG. FUND BALANCE | | 9,488.45 | 11,032.93 | 11,253.64 | 9,488.45 | 11,032.93 | 11,253.64 | 11,253.64 | 11,253.64 |
| END FUND BALANCE | | 11,032.93 | 11,253.64 | 131,617.95 | (3,942.55) | (38,967.07) | 11,253.64 | 11,253.64 | 11,253.64 |
| **474 URBAN RENEWAL DEBT RETIREMENT FUND** | | | | | | | | | |
| 474 | URBAN RENEWAL DEBT RETIREMENT FU | (1,295,863.89) | 516,613.88 | 259,750.00 | 0.00 | 516,614.00 | 519,500.00 | 519,500.00 | 259,750.00 |
| Fund 474 - URBAN RENEWAL DEBT RETIREMENT FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 1,295,863.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 259,750.00 |
| TOTAL APPROPRIATIONS | | 0.00 | 516,613.88 | 259,750.00 | 0.00 | 516,614.00 | 519,500.00 | 519,500.00 | 519,500.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 1,295,863.89 | (516,613.88) | (259,750.00) | 0.00 | (516,614.00) | (519,500.00) | (519,500.00) | (259,750.00) |
| BEG. FUND BALANCE | | 0.00 | 1,295,863.89 | 779,250.01 | 0.00 | 1,295,863.89 | 779,250.01 | 779,250.01 | 259,750.01 |
| END FUND BALANCE | | 1,295,863.89 | 779,250.01 | 519,500.01 | 0.00 | 779,249.89 | 259,750.01 | 259,750.01 | 0.01 |
| **500 TIF - BUFFALO WILD WINGS** | | | | | | | | | |
| 500 | TIF - BUFFALO WILD WINGS | 0.00 | 0.00 | 8,801.32 | 0.00 | 0.00 | 0.00 | 0.00 | 13,063.00 |
| Fund 500 - TIF - BUFFALO WILD WINGS: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 0.00 | 8,801.32 | 0.00 | 0.00 | 0.00 | 0.00 | 13,063.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 0.00 | 8,801.32 | 0.00 | 0.00 | 0.00 | 0.00 | 13,063.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| END FUND BALANCE | | 0.00 | 0.00 | 8,801.32 | 0.00 | 0.00 | 0.00 | 0.00 | 13,063.00 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **501 TIF - DUNKIN DONUTS** | | | | | | | | | |
| 501 | TIF - DUNKIN DONUTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |
| Fund 501 - TIF - DUNKIN DONUTS: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| END FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |
| **502 TIF - FIFTH THIRD** | | | | | | | | | |
| 502 | TIF - FIFTH THIRD | 0.00 | 0.00 | 3,818.15 | 0.00 | 0.00 | 0.00 | 0.00 | 5,668.00 |
| Fund 502 - TIF - FIFTH THIRD: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 0.00 | 3,818.15 | 0.00 | 0.00 | 0.00 | 0.00 | 5,668.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 0.00 | 3,818.15 | 0.00 | 0.00 | 0.00 | 0.00 | 5,668.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| END FUND BALANCE | | 0.00 | 0.00 | 3,818.15 | 0.00 | 0.00 | 0.00 | 0.00 | 5,668.00 |
| **503 TIF - WAFFLE HOUSE** | | | | | | | | | |
| 503 | TIF - WAFFLE HOUSE | 0.00 | 0.00 | 3,503.04 | 0.00 | 0.00 | 0.00 | 0.00 | 2,600.00 |
| Fund 503 - TIF - WAFFLE HOUSE: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 0.00 | 3,503.04 | 0.00 | 0.00 | 0.00 | 0.00 | 2,600.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 0.00 | 3,503.04 | 0.00 | 0.00 | 0.00 | 0.00 | 2,600.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| END FUND BALANCE | | 0.00 | 0.00 | 3,503.04 | 0.00 | 0.00 | 0.00 | 0.00 | 2,600.00 |
| **504 TIF - PREMIER HEALTH** | | | | | | | | | |
| 504 | TIF - PREMIER HEALTH | 0.00 | 0.00 | 14,991.72 | 0.00 | 0.00 | 0.00 | 0.00 | 22,251.00 |
| Fund 504 - TIF - PREMIER HEALTH: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 0.00 | 14,991.72 | 0.00 | 0.00 | 0.00 | 0.00 | 22,251.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 0.00 | 14,991.72 | 0.00 | 0.00 | 0.00 | 0.00 | 22,251.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| END FUND BALANCE | | 0.00 | 0.00 | 14,991.72 | 0.00 | 0.00 | 0.00 | 0.00 | 22,251.00 |
| **505 TIF - POPEYES** | | | | | | | | | |
| 505 | TIF - POPEYES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |
| Fund 505 - TIF - POPEYES: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |
| TOTAL APPROPRIATIONS | | | | | | | | | |
| NET OF REVENUES & APPROPRIATIONS: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |
| BEG. FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| END FUND BALANCE | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,319.00 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **601 COMMUNITY DEVELOPMENT GRANTS - REVOLVING** | | | | | | | | | |
| 601 | COMMUNITY DEVELOPMENT GRANTS - R | 10,449.25 | 607.29 | (1,769.99) | 9,825.00 | 15.00 | 93.29 | (603.00) | 0.00 |
| Fund 601 - COMMUNITY DEVELOPMENT GRANTS - REVOLVING: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 149,535.75 | 1,696.42 | 2,172.89 | 150,175.00 | 150,000.00 | 152,000.00 | 150,000.00 | 164,000.00 |
| TOTAL APPROPRIATIONS | | 159,985.00 | 2,303.71 | 402.90 | 160,000.00 | 150,015.00 | 152,093.29 | 149,397.00 | 164,000.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (10,449.25) | (607.29) | 1,769.99 | (9,825.00) | (15.00) | (93.29) | 603.00 | 0.00 |
| BEG. FUND BALANCE | | 11,153.59 | 704.34 | 97.05 | 11,153.59 | 704.34 | 97.05 | 97.05 | 700.05 |
| END FUND BALANCE | | 704.34 | 97.05 | 1,867.04 | 1,328.59 | 689.34 | 3.76 | 700.05 | 700.05 |
| **602 ECONOMIC DEVELOPMENT LOAN PROGRAMS FUND** | | | | | | | | | |
| 602 | ECONOMIC DEVELOPMENT LOAN PROGRA | 69,793.62 | (32,489.51) | (31,952.93) | 328,500.00 | 69,500.00 | 172,000.00 | 172,000.00 | (49,000.00) |
| Fund 602 - ECONOMIC DEVELOPMENT LOAN PROGRAMS FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 130,206.38 | 32,489.51 | 31,952.93 | 71,500.00 | 80,500.00 | 28,000.00 | 28,000.00 | 49,000.00 |
| TOTAL APPROPRIATIONS | | 200,000.00 | 0.00 | 0.00 | 400,000.00 | 150,000.00 | 200,000.00 | 200,000.00 | 0.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (69,793.62) | 32,489.51 | 31,952.93 | (328,500.00) | (69,500.00) | (172,000.00) | (172,000.00) | 49,000.00 |
| BEG. FUND BALANCE | | 418,141.70 | 348,348.08 | 380,837.59 | 418,141.70 | 348,348.08 | 380,837.59 | 380,837.59 | 208,837.59 |
| END FUND BALANCE | | 348,348.08 | 380,837.59 | 412,790.52 | 89,641.70 | 278,848.08 | 208,837.59 | 208,837.59 | 257,837.59 |
| **603 COMMUNITY DEVELOPMENT GRANTS - HOUSING** | | | | | | | | | |
| 603 | COMMUNITY DEVELOPMENT GRANTS - H | 60,045.28 | (26,751.26) | 14,701.14 | 66,829.00 | (11,500.00) | 50,437.38 | 24,200.00 | 2,712.72 |
| Fund 603 - COMMUNITY DEVELOPMENT GRANTS - HOUSING: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 12,242.14 | 43,551.26 | 698.86 | 11,700.00 | 54,537.38 | 800.00 | 800.00 | 650.00 |
| TOTAL APPROPRIATIONS | | 72,287.42 | 16,800.00 | 15,400.00 | 78,529.00 | 43,037.38 | 51,237.38 | 25,000.00 | 3,362.72 |
| NET OF REVENUES & APPROPRIATIONS: | | (60,045.28) | 26,751.26 | (14,701.14) | (66,829.00) | 11,500.00 | (50,437.38) | (24,200.00) | (2,712.72) |
| BEG. FUND BALANCE | | 87,242.18 | 27,196.90 | 53,948.16 | 87,242.18 | 27,196.90 | 53,948.16 | 53,948.16 | 3,510.78 |
| END FUND BALANCE | | 27,196.90 | 53,948.16 | 39,247.02 | 20,413.18 | 38,696.90 | 3,510.78 | 29,748.16 | 798.06 |
| **611 WATER FUND - OPERATIONS** | | | | | | | | | |
| 611 | WATER FUND - OPERATIONS | (419,459.82) | 2,562,410.12 | 117,255.51 | 2,356,183.67 | 3,143,708.61 | 1,205,562.08 | 1,004,784.61 | (6,398,675.89) |
| Fund 611 - WATER FUND - OPERATIONS: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 4,556,360.52 | 4,478,220.21 | 2,189,497.65 | 5,529,700.00 | 5,075,907.00 | 6,865,000.00 | 6,865,000.00 | 13,002,000.00 |
| TOTAL APPROPRIATIONS | | 4,136,900.70 | 7,040,630.33 | 2,306,753.16 | 7,885,883.67 | 8,219,615.61 | 8,070,562.08 | 7,869,784.61 | 6,603,324.11 |
| NET OF REVENUES & APPROPRIATIONS: | | 419,459.82 | (2,562,410.12) | (117,255.51) | (2,356,183.67) | (3,143,708.61) | (1,205,562.08) | (1,004,784.61) | 6,398,675.89 |
| BEG. FUND BALANCE | | 2,805,258.41 | 3,224,718.23 | 662,308.11 | 2,805,258.41 | 3,224,718.23 | 662,308.11 | 662,308.11 | (543,253.97) |
| END FUND BALANCE | | 3,224,718.23 | 662,308.11 | 545,052.60 | 449,074.74 | 81,009.62 | (543,253.97) | (342,476.50) | 5,855,421.92 |
| **612 SEWER FUND - OPERATIONS** | | | | | | | | | |
| 612 | SEWER FUND - OPERATIONS | (661,516.94) | (419,552.64) | (195,054.71) | 3,461,346.10 | 3,305,924.51 | 64,314.43 | (227,569.27) | 2,943,732.34 |
| Fund 612 - SEWER FUND - OPERATIONS: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 5,000,945.81 | 5,411,130.54 | 2,586,208.67 | 4,815,000.00 | 5,023,000.00 | 6,159,000.00 | 6,159,000.00 | 8,511,000.00 |
| TOTAL APPROPRIATIONS | | 4,339,428.87 | 4,991,577.90 | 2,391,153.96 | 8,276,346.10 | 8,328,924.51 | 6,223,314.43 | 5,931,430.73 | 11,454,732.34 |
| NET OF REVENUES & APPROPRIATIONS: | | 661,516.94 | 419,552.64 | 195,054.71 | (3,461,346.10) | (3,305,924.51) | (64,314.43) | 227,569.27 | (2,943,732.34) |
| BEG. FUND BALANCE | | 5,289,426.10 | 5,950,943.04 | 6,370,495.68 | 5,289,426.10 | 5,950,943.04 | 6,370,495.68 | 6,370,495.68 | 6,306,181.25 |
| END FUND BALANCE | | 5,950,943.04 | 6,370,495.68 | 6,565,550.39 | 1,828,080.00 | 2,645,018.53 | 6,306,181.25 | 6,598,064.95 | 3,362,448.91 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **613 SANITATION SERVICES FUND - OPERATIONS** | | | | | | | | | |
| 613 | SANITATION SERVICES FUND - OPERA | (49,255.71) | (209,919.64) | 164,371.70 | 736,281.20 | 548,912.64 | 1,008,845.41 | 682,355.14 | 157,351.63 |
| Fund 613 - SANITATION SERVICES FUND - OPERATIONS: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 2,944,063.99 | 3,399,050.78 | 1,727,613.99 | 2,921,500.00 | 3,215,500.00 | 3,271,600.00 | 3,271,600.00 | 3,722,600.00 |
| TOTAL APPROPRIATIONS | | 2,894,808.28 | 3,189,131.14 | 1,891,985.69 | 3,657,781.20 | 3,764,412.64 | 4,280,445.41 | 3,953,955.14 | 3,879,951.63 |
| NET OF REVENUES & APPROPRIATIONS: | | 49,255.71 | 209,919.64 | (164,371.70) | (736,281.20) | (548,912.64) | (1,008,845.41) | (682,355.14) | (157,351.63) |
| BEG. FUND BALANCE | | 1,122,769.28 | 1,172,024.99 | 1,381,944.63 | 1,122,769.28 | 1,172,024.99 | 1,381,944.63 | 1,381,944.63 | 373,099.22 |
| END FUND BALANCE | | 1,172,024.99 | 1,381,944.63 | 1,217,572.93 | 386,488.08 | 623,112.35 | 373,099.22 | 699,589.49 | 215,747.59 |
| **614 STORMWATER FUND - OPERATIONS** | | | | | | | | | |
| 614 | STORMWATER FUND - OPERATIONS | (140,617.42) | (369,835.74) | (217,514.22) | 299,014.42 | 682,688.52 | 658,794.68 | 496,843.43 | 167,172.65 |
| Fund 614 - STORMWATER FUND - OPERATIONS: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 1,919,898.80 | 1,131,283.29 | 567,277.20 | 2,112,500.00 | 1,091,000.00 | 1,102,000.00 | 1,102,000.00 | 1,404,500.00 |
| TOTAL APPROPRIATIONS | | 1,779,281.38 | 761,447.55 | 349,762.98 | 2,411,514.42 | 1,773,688.52 | 1,760,794.68 | 1,598,843.43 | 1,571,672.65 |
| NET OF REVENUES & APPROPRIATIONS: | | 140,617.42 | 369,835.74 | 217,514.22 | (299,014.42) | (682,688.52) | (658,794.68) | (496,843.43) | (167,172.65) |
| BEG. FUND BALANCE | | 316,310.30 | 456,927.72 | 826,763.46 | 316,310.30 | 456,927.72 | 826,763.46 | 826,763.46 | 167,968.78 |
| END FUND BALANCE | | 456,927.72 | 826,763.46 | 1,044,277.68 | 17,295.88 | (225,760.80) | 167,968.78 | 329,920.03 | 796.13 |
| **615 PARKING REVENUE FUND** | | | | | | | | | |
| 615 | PARKING REVENUE FUND | 12,443.74 | 7,823.88 | (6,153.60) | 10,519.14 | 42,003.68 | 1,780.16 | (650.00) | (611.81) |
| Fund 615 - PARKING REVENUE FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 54,577.15 | 97,793.79 | 40,207.56 | 71,600.00 | 72,250.00 | 82,520.00 | 82,100.00 | 83,100.00 |
| TOTAL APPROPRIATIONS | | 67,020.89 | 105,617.67 | 34,053.96 | 82,119.14 | 114,253.68 | 84,300.16 | 81,450.00 | 82,488.19 |
| NET OF REVENUES & APPROPRIATIONS: | | (12,443.74) | (7,823.88) | 6,153.60 | (10,519.14) | (42,003.68) | (1,780.16) | 650.00 | 611.81 |
| BEG. FUND BALANCE | | 22,267.35 | 9,823.61 | 1,999.73 | 22,267.35 | 9,823.61 | 1,999.73 | 1,999.73 | 219.57 |
| END FUND BALANCE | | 9,823.61 | 1,999.73 | 8,153.33 | 11,748.21 | (32,180.07) | 219.57 | 2,649.73 | 831.38 |
| **664 WATER FUND - CAPITAL** | | | | | | | | | |
| 664 | WATER FUND - CAPITAL | 1,040,504.96 | 63,878.79 | 40,318.35 | 2,116,005.84 | 1,165,731.28 | 427,761.84 | (92,157.29) | 398,722.29 |
| Fund 664 - WATER FUND - CAPITAL: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 375,922.81 | 2,884,680.99 | 133,646.44 | 3,783,097.00 | 3,672,455.67 | 3,470,000.00 | 3,470,000.00 | 1,810,000.00 |
| TOTAL APPROPRIATIONS | | 1,416,427.77 | 2,948,559.78 | 173,964.79 | 5,899,102.84 | 4,838,186.95 | 3,897,761.84 | 3,377,842.71 | 2,208,722.29 |
| NET OF REVENUES & APPROPRIATIONS: | | (1,040,504.96) | (63,878.79) | (40,318.35) | (2,116,005.84) | (1,165,731.28) | (427,761.84) | 92,157.29 | (398,722.29) |
| BEG. FUND BALANCE | | 2,171,668.92 | 1,131,163.96 | 1,067,285.17 | 2,171,668.92 | 1,131,163.96 | 1,067,285.17 | 1,067,285.17 | 639,523.33 |
| END FUND BALANCE | | 1,131,163.96 | 1,067,285.17 | 1,026,966.82 | 55,663.08 | (34,567.32) | 639,523.33 | 1,159,442.46 | 240,801.04 |
| **665 SEWER FUND - CAPITAL** | | | | | | | | | |
| 665 | SEWER FUND - CAPITAL | 129,163.11 | 495,318.86 | 103,332.04 | 895,161.08 | (537,461.58) | 2,441,069.32 | 1,793,075.72 | (1,394,985.58) |
| Fund 665 - SEWER FUND - CAPITAL: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 929,374.60 | 826,135.00 | 208,250.01 | 3,285,000.00 | 3,550,000.00 | 1,370,000.00 | 1,370,000.00 | 6,470,000.00 |
| TOTAL APPROPRIATIONS | | 1,058,537.71 | 1,321,453.86 | 311,582.05 | 4,180,161.08 | 3,012,538.42 | 3,811,069.32 | 3,163,075.72 | 5,075,014.42 |
| NET OF REVENUES & APPROPRIATIONS: | | (129,163.11) | (495,318.86) | (103,332.04) | (895,161.08) | 537,461.58 | (2,441,069.32) | (1,793,075.72) | 1,394,985.58 |
| BEG. FUND BALANCE | | 1,689,198.86 | 1,560,035.75 | 1,064,716.89 | 1,689,198.86 | 1,560,035.75 | 1,064,716.89 | 1,064,716.89 | (1,376,352.43) |
| END FUND BALANCE | | 1,560,035.75 | 1,064,716.89 | 961,384.85 | 794,037.78 | 2,097,497.33 | (1,376,352.43) | (728,358.83) | 18,633.15 |

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **666 SANITATION SERVICES FUND - CAPITAL** | | | | | | | | | |
| 666 | SANITATION SERVICES FUND - CAPIT | 81,988.32 | (182,295.86) | 58,923.57 | 253,938.16 | 248,317.73 | 69,284.71 | 3,088.73 | 237,903.65 |
| Fund 666 - SANITATION SERVICES FUND - CAPITAL: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 76,323.24 | 332,990.67 | 47,778.86 | 186,000.00 | 316,000.00 | 521,700.00 | 521,700.00 | 81,700.00 |
| TOTAL APPROPRIATIONS | | 158,311.56 | 150,694.81 | 106,702.43 | 439,938.16 | 564,317.73 | 590,984.71 | 524,788.73 | 319,603.65 |
| NET OF REVENUES & APPROPRIATIONS: | | (81,988.32) | 182,295.86 | (58,923.57) | (253,938.16) | (248,317.73) | (69,284.71) | (3,088.73) | (237,903.65) |
| BEG. FUND BALANCE | | 338,818.96 | 256,830.64 | 439,126.50 | 338,818.96 | 256,830.64 | 439,126.50 | 439,126.50 | 369,841.79 |
| END FUND BALANCE | | 256,830.64 | 439,126.50 | 380,202.93 | 84,880.80 | 8,512.91 | 369,841.79 | 436,037.77 | 131,938.14 |
| **667 STORMWATER FUND - CAPITAL** | | | | | | | | | |
| 667 | STORMWATER FUND - CAPITAL | (1,561,303.80) | 1,440,652.37 | 31,726.42 | (87,325.00) | 1,322,357.00 | 398,903.74 | 162,635.90 | (240,980.61) |
| Fund 667 - STORMWATER FUND - CAPITAL: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 1,967,248.11 | 50,784.49 | 21,380.50 | 2,504,420.00 | 812,000.00 | 628,000.00 | 628,000.00 | 537,500.00 |
| TOTAL APPROPRIATIONS | | 405,944.31 | 1,491,436.86 | 53,106.92 | 2,417,095.00 | 2,134,357.00 | 1,026,903.74 | 790,635.90 | 296,519.39 |
| NET OF REVENUES & APPROPRIATIONS: | | 1,561,303.80 | (1,440,652.37) | (31,726.42) | 87,325.00 | (1,322,357.00) | (398,903.74) | (162,635.90) | 240,980.61 |
| BEG. FUND BALANCE | | 39,837.99 | 1,601,141.79 | 160,489.42 | 39,837.99 | 1,601,141.79 | 160,489.42 | 160,489.42 | (238,414.32) |
| END FUND BALANCE | | 1,601,141.79 | 160,489.42 | 128,763.00 | 127,162.99 | 278,784.79 | (238,414.32) | (2,146.48) | 2,566.29 |
| **668 STORMWATER FUND - CURB AND GUTTER CAP** | | | | | | | | | |
| 668 | STORMWATER FUND - CURB AND GUTTE | (342,388.89) | (225,627.86) | (310,264.69) | (300,000.00) | (101,800.00) | 203,253.07 | 180,000.00 | (62,000.00) |
| Fund 668 - STORMWATER FUND - CURB AND GUTTER CAP: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 342,388.89 | 660,670.08 | 316,705.86 | 300,000.00 | 601,800.00 | 658,000.00 | 658,000.00 | 662,000.00 |
| TOTAL APPROPRIATIONS | | 0.00 | 435,042.22 | 6,441.17 | 0.00 | 500,000.00 | 861,253.07 | 838,000.00 | 600,000.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 342,388.89 | 225,627.86 | 310,264.69 | 300,000.00 | 101,800.00 | (203,253.07) | (180,000.00) | 62,000.00 |
| BEG. FUND BALANCE | | 0.00 | 342,388.89 | 568,016.75 | 0.00 | 342,388.89 | 568,016.75 | 568,016.75 | 364,763.68 |
| END FUND BALANCE | | 342,388.89 | 568,016.75 | 878,281.44 | 300,000.00 | 444,188.89 | 364,763.68 | 388,016.75 | 426,763.68 |
| **708 UTILITY BILLING INTERNAL SERVICE FUND** | | | | | | | | | |
| 708 | UTILITY BILLING INTERNAL SERVICE | (64,753.53) | (13,620.02) | (156,123.56) | 17,037.60 | 32,942.76 | 72,704.80 | 36,913.05 | 7,944.06 |
| Fund 708 - UTILITY BILLING INTERNAL SERVICE FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 367,861.36 | 350,000.00 | 350,000.00 | 400,000.00 | 400,000.00 | 350,000.00 | 350,000.00 | 402,500.00 |
| TOTAL APPROPRIATIONS | | 303,107.83 | 336,379.98 | 193,876.44 | 417,037.60 | 432,942.76 | 422,704.80 | 386,913.05 | 410,444.06 |
| NET OF REVENUES & APPROPRIATIONS: | | 64,753.53 | 13,620.02 | 156,123.56 | (17,037.60) | (32,942.76) | (72,704.80) | (36,913.05) | (7,944.06) |
| BEG. FUND BALANCE | | 21,919.39 | 86,672.92 | 100,292.94 | 21,919.39 | 86,672.92 | 100,292.94 | 100,292.94 | 27,588.14 |
| END FUND BALANCE | | 86,672.92 | 100,292.94 | 256,416.50 | 4,881.79 | 53,730.16 | 27,588.14 | 63,379.89 | 19,644.08 |
| **709 CITY GARAGE REVENUE FUND** | | | | | | | | | |
| 709 | CITY GARAGE REVENUE FUND | (38,138.05) | 70,641.74 | (14,371.09) | 203,687.60 | 220,101.29 | 199,118.44 | 46,952.54 | 3,022.91 |
| Fund 709 - CITY GARAGE REVENUE FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 947,217.22 | 904,887.78 | 480,526.18 | 1,283,407.00 | 1,208,408.00 | 1,100,983.00 | 1,100,983.00 | 1,214,436.00 |
| TOTAL APPROPRIATIONS | | 909,079.17 | 975,529.52 | 466,155.09 | 1,487,094.60 | 1,428,509.29 | 1,300,101.44 | 1,147,935.54 | 1,217,458.91 |
| NET OF REVENUES & APPROPRIATIONS: | | 38,138.05 | (70,641.74) | 14,371.09 | (203,687.60) | (220,101.29) | (199,118.44) | (46,952.54) | (3,022.91) |
| BEG. FUND BALANCE | | 235,185.77 | 273,323.82 | 202,682.08 | 235,185.77 | 273,323.82 | 202,682.08 | 202,682.08 | 3,563.64 |
| END FUND BALANCE | | 273,323.82 | 202,682.08 | 217,053.17 | 31,498.17 | 53,222.53 | 3,563.64 | 155,729.54 | 540.73 |

# BUDGET REPORT FOR CITY OF XENIA

Calculations As Of 12/31/2026

| GL Number | Description | 2024 Activity | 2025 Activity | 2026 Activity | 2024 Amended Budget | 2025 Amended Budget | 2026 Amended Budget | 2026 Requested Final | 2027 Requested Tax Budget |
|---|---|---|---|---|---|---|---|---|---|
| **710 INFORMATION TECHNOLOGY FUND** | | | | | | | | | |
| 710 | INFORMATION TECHNOLOGY FUND | (4,028.00) | 4,315.00 | 58,374.78 | (5,379.00) | (64,557.97) | (2,070.82) | (607,014.89) | (39,900.00) |
| Fund 710 - INFORMATION TECHNOLOGY FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 1,457,916.71 | 1,030,570.09 | 548,521.66 | 3,651,429.00 | 2,506,000.00 | 3,200,103.96 | 3,200,103.96 | 2,455,837.26 |
| TOTAL APPROPRIATIONS | | 1,453,888.71 | 1,034,885.09 | 606,896.44 | 3,646,050.00 | 2,441,442.03 | 3,198,033.14 | 2,593,089.07 | 2,415,937.26 |
| NET OF REVENUES & APPROPRIATIONS: | | 4,028.00 | (4,315.00) | (58,374.78) | 5,379.00 | 64,557.97 | 2,070.82 | 607,014.89 | 39,900.00 |
| BEG. FUND BALANCE | | 1,450.00 | 5,478.00 | 1,163.00 | 1,450.00 | 5,478.00 | 1,163.00 | 1,163.00 | 3,233.82 |
| END FUND BALANCE | | 5,478.00 | 1,163.00 | (57,211.78) | 6,829.00 | 70,035.97 | 3,233.82 | 608,177.89 | 43,133.82 |
| **711 INSURANCE FUND** | | | | | | | | | |
| 711 | INSURANCE FUND | (36,403.10) | (49,955.52) | 231,209.27 | (3,483.08) | 8,463.64 | 58,825.00 | 42,267.00 | 11,046.00 |
| Fund 711 - INSURANCE FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 2,650,698.87 | 2,845,777.25 | 1,286,204.25 | 3,201,500.00 | 2,945,000.00 | 2,991,733.00 | 2,991,733.00 | 3,158,754.00 |
| TOTAL APPROPRIATIONS | | 2,614,295.77 | 2,795,821.73 | 1,517,413.52 | 3,198,016.92 | 2,953,463.64 | 3,050,558.00 | 3,034,000.00 | 3,169,800.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 36,403.10 | 49,955.52 | (231,209.27) | 3,483.08 | (8,463.64) | (58,825.00) | (42,267.00) | (11,046.00) |
| BEG. FUND BALANCE | | 103,266.00 | 139,669.10 | 189,624.62 | 103,266.00 | 139,669.10 | 189,624.62 | 189,624.62 | 130,799.62 |
| END FUND BALANCE | | 139,669.10 | 189,624.62 | (41,584.65) | 106,749.08 | 131,205.46 | 130,799.62 | 147,357.62 | 119,753.62 |
| **901 INSURANCE RESERVE FUND** | | | | | | | | | |
| 901 | INSURANCE RESERVE FUND | 36,565.86 | (50,395.75) | 50,395.75 | 0.00 | 11,000.00 | 0.00 | 0.00 | 0.00 |
| Fund 901 - INSURANCE RESERVE FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 91.24 | 100,929.70 | 60.54 | 80,000.00 | 80,000.00 | 80,000.00 | 80,000.00 | 80,000.00 |
| TOTAL APPROPRIATIONS | | 36,657.10 | 50,533.95 | 50,456.29 | 80,000.00 | 91,000.00 | 80,000.00 | 80,000.00 | 80,000.00 |
| NET OF REVENUES & APPROPRIATIONS: | | (36,565.86) | 50,395.75 | (50,395.75) | 0.00 | (11,000.00) | 0.00 | 0.00 | 0.00 |
| BEG. FUND BALANCE | | 68,565.86 | 32,000.00 | 82,395.75 | 68,565.86 | 32,000.00 | 82,395.75 | 82,395.75 | 82,395.75 |
| END FUND BALANCE | | 32,000.00 | 82,395.75 | 32,000.00 | 68,565.86 | 21,000.00 | 82,395.75 | 82,395.75 | 82,395.75 |
| **902 UNCLAIMED MONEY FUND** | | | | | | | | | |
| 902 | UNCLAIMED MONEY FUND | (5,305.80) | (2,631.56) | (4,641.70) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund 902 - UNCLAIMED MONEY FUND: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 5,285.72 | 2,946.56 | 4,765.94 | 40,000.00 | 40,000.00 | 40,000.00 | 40,000.00 | 40,000.00 |
| TOTAL APPROPRIATIONS | | (20.08) | 315.00 | 124.24 | 40,000.00 | 40,000.00 | 40,000.00 | 40,000.00 | 40,000.00 |
| NET OF REVENUES & APPROPRIATIONS: | | 5,305.80 | 2,631.56 | 4,641.70 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| BEG. FUND BALANCE | | 54,993.69 | 60,299.49 | 62,931.05 | 54,993.69 | 60,299.49 | 62,931.05 | 62,931.05 | 62,931.05 |
| END FUND BALANCE | | 60,299.49 | 62,931.05 | 67,572.75 | 54,993.69 | 60,299.49 | 62,931.05 | 62,931.05 | 62,931.05 |
| Report Totals: | | | | | | | | | |
| TOTAL ESTIMATED REVENUES - ALL FUNDS | | 78,982,821.12 | 71,049,026.62 | 30,311,290.34 | 97,656,717.13 | 80,994,961.15 | 81,584,106.58 | 81,581,686.58 | 96,896,664.35 |
| TOTAL APPROPRIATIONS - ALL FUNDS | | 66,521,450.89 | 78,837,035.41 | 31,330,150.92 | 117,843,992.16 | 111,031,059.76 | 102,163,475.75 | 91,276,210.80 | 93,091,873.22 |
| NET OF REVENUES & APPROPRIATIONS: | | 12,461,370.23 | (7,788,008.79) | (1,018,860.58) | (20,187,275.03) | (30,036,098.61) | (20,579,369.17) | (9,694,524.22) | 3,804,791.13 |
| BEG. FUND BALANCE - ALL FUNDS | | 27,481,844.80 | 39,943,215.03 | 32,179,005.74 | 27,481,844.80 | 39,943,215.03 | 32,179,005.74 | 32,179,005.74 | 11,600,332.86 |
| END FUND BALANCE - ALL FUNDS | | 39,943,215.03 | 32,155,206.24 | 31,160,145.16 | 7,294,569.77 | 9,907,116.42 | 11,599,636.57 | 22,484,481.52 | 15,405,123.99 |

**XENIA CITY COUNCIL**
AGENDA ITEM REPORT

**Meeting Date:** July 9, 2026

**Title:** **Procedural Motions –** Appointments to the Board of Zoning Appeals (BZA) and the Planning and Zoning Commission (PZC)

**Charter/Code Ref.:** BZA: Charter Article VIII (specifically §8.04) and Xenia City Code Chapter 281
PZC: Charter Article VIII (specifically §8.03) and Xenia City Code Chapter 280

**Submitted By:** Amy E. Brown, City Clerk

**Presented By:** Vice President James Crawford, Chair of BZA
President Wesley Smith, Chair of PZC

**Summary:** BZA: There were two vacancies on the Board of Zoning Appeals. After speaking with several applicants, Vice President Crawford respectfully recommends and endorses the appointment of former Planning and Zoning Vice Chair, Ms. Mary Haller to one of the vacant seats, with a term expiration date of April 11, 2029. Ms. Haller has expressed her interest in serving on the Board of Zoning Appeals instead of Planning & Zoning Commission due to her conflicting work schedule. She began volunteering with the City as a member of the Board of Zoning Appeals in 2017 and is excited about returning to the Board of Zoning Appeals.

After vetting other applicants, Vice President James Crawford also respectfully recommends the appointment of Mr. Kurt Sanders to fill the other vacant seat on the Board of Zoning Appeals, with a term expiration date of April 11, 2029.

PZC: With Ms. Mary Haller stepping down from Planning & Zoning Commission to serve on the Board of Zoning Appeals, a vacancy now exists on the Planning & Zoning Commission. President Smith respectfully recommends and endorses the appointment of Mr. Frank Trappanotto to the vacant seat, with a term expiration date of December 31, 2026.

**Item Report Attachments:** N/A

**Budgetary Impact:** N/A

**Vote Required for Adoption:** The affirmative vote of a majority of the members of Council present at the meeting (Charter § 5.06).

**Recommendations:** BZA: Appoint Ms. Mary Haller to the vacant seat on the Board of Zoning Appeals with a term expiration date of April 11, 2029, and appoint Mr. Kurt Sanders to the vacant seat on the Board of Zoning Appeals with a term expiration date of April 11, 2029.

PZC: Appoint Mr. Frank Trappanotto to the vacant seat on the Planning & Zoning Commission with a term expiration date of December 31, 2026.