XENIA CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 8, 2026

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

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

REGULAR SESSION

- **INVOCATION** — Pastor Albert Reffitt, Victory Life Christian Center

(1) PLEDGE OF ALLEGIANCE — Councilman James Crawford

(2) CALL TO ORDER — 6:00 p.m.

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

B. REORGANIZATION — Elect Council President and Vice President for 2026

(4) APPROVAL OF MINUTES — December 22, 2025

(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 01/08/2026.

(7) OLD BUSINESS

A. ORDINANCE 2025-39
(Tabled on 12/22/2025)
(To Remain Tabled)

AMENDING SECTIONS 881.01, 881.03(a), 881.04(a)(1), 881.06(a)(3), AND 881.26(b)(2) OF THE CITY'S INCOME TAX CODE TO PROVIDE FOR THE INCREASE OF THE CITY'S MUNICIPAL INCOME TAX RATE BY TWENTY-FOUR HUNDREDTHS OF ONE PERCENT (0.24%) FOR A PERIOD OF TEN (10) YEARS, COMMENCING JANUARY 1, 2027, FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET REPAIRS AND MAINTENANCE, *introduced by Mayor Urschel on 12/22/2025*

(8) NEW BUSINESS

A. ORDINANCE 2026-01
(Introduction)

AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR THE WESTERN PORTION OF THE FIRST FLOOR AT THE XENIA STATION BUILDING, LOCATED AT 151 MIAMI AVENUE, TO KAVA HAUS XENIA, LLC *(City Manager)*

B. ORDINANCE 2026-02
(Introduction)

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF XENIA, OHIO, TO REZONE AN APPROXIMATELY 0.651-ACRE PROPERTY ON VINE STREET, LOCATED BETWEEN 693 VINE STREET AND 38 NORTH ORANGE

	STREET, FROM R-2 TWO-FAMILY RESIDENTIAL DISTRICT TO B-3 GENERAL BUSINESS DISTRICT *(City Manager)*
C. RESOLUTION 2026-001	APPROVING THE FINAL PLAT AND AUTHORIZING THE EXECUTION OF A SUBDIVIDER'S AGREEMENT WITH ARNOLD DEVELOPMENT, INC., FOR THE SUMMER BROOKE SOUTH SUBDIVISION, SECTION 6-B *(City Manager)*
D. RESOLUTON 2026-002	SUPPORTING THE CITY OF XENIA'S APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE RESIDENTIAL ECONOMIC DEVELOPMENT DISTRICT GRANT PROGRAM *(City Manager)*

(9) APPOINTED OFFICIALS' REPORTS

(10) COUNCIL COMMENTS & REPORTS

(11) EXECUTIVE SESSION

(12) ADJOURNMENT

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

XENIA CITY COUNCIL
REGULAR MEETING
DECEMBER 22, 2025

REGULAR SESSION

President Wesley Smith asked everyone to stand; Mayor Will Urschel provided the Invocation.

(1) PLEDGE OF ALLEGIANCE: All present remained standing and recited the Pledge of Allegiance led by President Wesley Smith.

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

(3) ROLL CALL: Mayor Will Urschel, Councilman Ethan Reynolds, Councilman Dennis Propes, Councilman Carlos Walker, Councilwoman Faith Sorice, and President Wesley Smith. Councilman James Crawford was absent.

Motion by Councilman Reynolds, seconded by President Smith, to excuse Councilman Crawford from the meeting this evening. No discussion followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

Staff Present: Assistant City Manager Eric Henry, Assistant Finance Director Jason Lake, Law Director Donnette Fisher, City Planner Brian Forschner, City Clerk Amy Brown, Public Relations Coordinator Lydia Henry, Fire and EMS Chief Mike Bogan, Police Major Lon Etchison, Police Major Matt Miller, and Police Chief Chris Stutes.

Council-Elect Rachel Huffman was also present in the audience.

(4) APPROVAL OF MINUTES: President Smith called for a motion on the minutes of the December 11, 2025, Regular Meeting.

Motion by Councilman Reynolds, seconded by Councilwoman Sorice, to approve the December 11, 2025, minutes of the Regular Meeting as written. President Smith entertained comments or questions. None were presented. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

(5) SPECIAL PRESENTATION(S): None.

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

Michael Brice Keller, 1615 Kylemore Drive, stated he had lived in Ohio for 14 years, and he had lived in Xenia for five years. He had been an attorney for 12 years and was a local defense attorney

and Air Force veteran. He noted he had submitted his application to Council for the Council vacancy, and he was present at tonight's meeting to introduce himself to Council.

(7) OLD BUSINESS:

A. ORDINANCE 2025-33 APPROVING A MAJOR CHANGE TO THE CONCEPT PLAN FOR THE 52.364-ACRE TIMBER RIDGE PLANNED UNIT DEVELOPMENT, introduced by Mayor Urschel on November 25, 2025. President Smith said this item was tabled at the last meeting and entertained a motion to untable Ordinance 2025-33.

Motion by Mayor Urschel, seconded by Councilman Walker, to untable Ordinance 2025-33. No discussion followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

President Smith asked Mr. Henry for a brief summary of this item. Mr. Henry said this item was for the PUD change for the Timber Ridge property filed by Arbor Homes. There had been a lot of back and forth and a lot of spirited debate from residents, and he appreciated that level of dialogue. He did not know what more could be said from staff's perspective, but City Planner Brian Forschner was present to answer any questions anyone may have.

President Smith entertained comments or questions from Councilmembers. Councilman Reynolds asked Ms. Fisher if there was any reason legally that Council could vote to deny this item. Ms. Fisher said there was no legal violation, but Council's decision would have to be a factual one. Councilmembers had been provided with the standards, and they needed to decide based on the facts and evidence presented to them whether or not they felt this proposal met those standards. There were no constitutional or legal violations that she was aware of, and the decision was a factual one that only Council could make.

Mayor Urschel stated the developer proposed two phases for the development, and it was not clear to him whether phase one would include the access from the development to US-68. If the developer initiated phase one but delayed or did not execute phase two, there was concern that traffic would be routed strictly through the existing Timber Ridge neighborhood. He asked if the developer was required to have the access on US-68 for phase one in case phase two was delayed or did not happen within a certain time period. Mr. Henry said at this time, the ingress/egress from both US-68 and Ridge Road were locked into phase one per restrictions based on the amount of homes that required that ingress/egress. Mr. Forschner said the new entrance from US-68 would be built in phase one, which was important to staff because they did not want traffic to be forced to go through the existing neighborhood to get to the new neighborhood. Mayor Urschel confirmed the entrance on US-68 would be there even if phase two was delayed or was not executed. Mr. Forschner concurred. Mayor Urschel verified the water retention pond would be part of phase one as well. Mr. Forschner concurred; the developer was required to have one in place before they started to develop lots.

Mayor Urschel said there was some discussion about street studies, including a speed study primarily on US-68, which would be provided to the State of Ohio for a determination. There

would also be an access study off US-68 to be conducted by the City to determine the need for a turning lane, which would be at the expense of the developer and not the City. Mr. Forschner concurred; the City would require the developer to pay for studies to determine whether turn lanes were needed on US-68 and also to determine whether it was possible to reduce the speed limit on US-68. Those studies would be required to be done before the first section was approved for construction. If those studies recommended that improvements be made, the developer would be required to pay for those improvements. Councilman Reynolds said if the traffic study came back and it was not approved, he asked if the developer could still build the homes with the exit through Ridge Road. Mr. Forschner said no; the subdivision could not be approved with only one entrance due to the number of proposed homes. The fire code required a second entrance for any subdivision with more than 30 lots. Councilman Reynolds said if the traffic study came back and said two separate exits were not allowed onto US-68, he asked if the proposed development could proceed. Mr. Forschner said the traffic study would most likely recommend what needed to be done to US-68 North to safely accommodate access to this new entrance, which could include turn lanes or other modifications—traffic studies typically did not say 'it could not be done.' Mayor Urschel said the access study was the City's study, and the speed study was a State of Ohio study that would be submitted to ODOT. Mr. Forschner said the traffic impact study was the study in which the City would have the authority to decide what improvements were going to be made to that roadway. With the speed study, any reduction in speed limit would require additional approval by ODOT. Councilman Walker asked how many houses would be constructed in phase one, if everything was approved. Mr. Forschner said phase one was 45 lots, and phase two was 43 lots.

President Smith commented that no one came up to speak during audience comments, and there were a lot of audience members. He noted there was no public hearing this evening since the public hearing for this item was conducted at the last meeting. However, out of fairness and courtesy to those in the audience, he invited anyone who had anything new they would like to share to come forward to speak. He noted that Council could not consider any comments this evening because it was not information provided in the public hearing. He asked audience members to keep their comments brief for the sake of time.

Alyssa Varvel, 2495 Ridge Road, said she would like to ask the developer a question. President Smith said this was normally not a question and answer session. However, he asked the developer if he was able to answer questions, and the developer agreed. President Smith noted these comments should have been presented during the planning and zoning phase. Ms. Varvel said her lot backed up to US-68 near the guardrail, and there was a dry pond on the property next to hers that had not been maintained by the previous developer. A drainage pipe ran through her yard and another drainage pipe went under US-68. Her concern was the map renderings showed that area as greenspace and a retention pond. She noted her property already flooded and asked what would happen with the dry pond after the removal of the drainage pipes.

Brian Henning, Land Entitlement Manager with Arbor Homes, 2104 Kemper Lane, said he could not speak to current conditions on the site. However, stormwater plans would be designed by a licensed engineer, and they would go through all the regular processes and approvals to ensure it was an adequate plan that addressed all the required regulations. That was as much information that he could give on the specific situation. He believed any improvements or investments they

made would make things better, and everything would be engineered as it should be. He added this was an issue he was not aware of until now.

Kurt Sanders, 2485 Ridge Road, stated the residents brought their comments to the Planning and Zoning Commission as well as City Council. He felt Xenia could do a little bit better on this project and thought the density was too high. There were 90 homes proposed, and the developers gave up one lot to have a jungle gym and a mulched patch. If Council dug deep, he thought they could delay or push this back and listen to the residents. In every meeting that he attended, not a single resident thought this was a good deal, which should resound with Council. Council's job was to take the residents' input and push on the City Planner to work with Arbor Homes to come up with a plan that was not so dense. The [proposed] lots were only five feet apart from each other, so the houses would effectively only have a 10-foot gap between them. There were $600,000 homes in his neighborhood, and if Council looked at the proposed PUD section, they needed to consider housing values, vegetation, wildlife, and items that could be kept as long as Council did their job to push back and say the proposed plan was not good enough.

Mayor Urschel stated when there was a new development next to an old established area, as the stormwater studies were being done, the City had the responsibility for the overall stormwater abatement. He asked Mr. Forschner who had the responsibility to ensure the stormwater had not only been abated within the new development, but problems were not created in the old development based on the new topography. Mr. Forschner said by law the developer was not permitted to make the drainage any worse. They were required to capture drainage generated by the new development within the new development, detain it, and gradually release it offsite using the detention features onsite. To address the concerns that were raised earlier, the City would require the developer to produce plans, and the City Engineer would review those plans to ensure compliance with City and Ohio EPA standards that prevented stormwater from running off the site. It would be up to the City, City Engineer, and ultimately each section would get approved by the Planning and Zoning Commission and City Council to ensure the drainage situation was not made any worse than it was today. Mayor Urschel confirmed Council would have an opportunity to review that with the City Engineer, et al., at that time. Mr. Forschner concurred; City Engineer Dominic Miller would review the detailed drainage plans, which would be prepared at the final plat stage. If this PUD amendment was approved this evening, the developer would then prepare the detailed engineering plans for the roads and utilities, including the stormwater drainage plans. Once they submit those plans, the City would review them so the City could hold the developer to those requirements. The developer would have to meet the law so that no water was discharged offsite and exacerbate any existing drainage issues.

Councilwoman Sorice said she had heard quite a few times about the residents' concerns and the initial plan from 30 years ago to have larger homes at a higher value. She wondered how they went from that plan to now looking at smaller homes on smaller lots. In the fall, there was a Planning and Zoning Workshop for the community that she attended, which was open to the public. At that time, the participants did a few different exercises and looked at the needs of the community and what kind of living arrangements people were looking for, especially as Xenia's population was getting older. The event gave people an opportunity to state what they would like to see in Xenia, and she asked if this development was driven based on the results of that workshop. She noted she served on the Planning and Zoning Commission for years, and the cost of building was exorbitant.

She asked if the decision to build smaller homes on smaller lots was driven out of necessity, the cost of building now, or a combination of both. Mr. Henry said it was all the above. Mr. Forschner concurred. The plan for this community was approved 36 years ago, which was when the existing neighborhood was built, and a lot had changed since then. When comparing sales in Sterling Green in 2020 to Edenbridge in 2025 for entry level homes, costs had skyrocketed. Just since 2020, the cost of new homes had increased by over 50%. In addition, the average number of people per household had decreased considerably as well. In 1990, there was an average of 2.7 people per household, but today it was 2.3 people. The median age of the population had increased from 35 in 2010 to 40 in 2023, and a mix of the population did not need or want big lots or big homes anymore. There were also skyrocketing costs of both home sales and construction costs; as a result, he had not seen a request for a subdivision with lots narrower than 65 feet since well before the great recession in 2007-2008. Mr. Henry pointed out for context, the proposed houses were about 300 to 400 square feet less than the current homes in Timber Ridge. Mr. Forschner concurred; the average square footage of all Arbor Homes' potential home models were about 300 to 400 square feet less than the current average of homes in Timber Ridge. For the lots adjacent to the existing homes in Timber Ridge, those homes would be higher than that because the minimum square footage on those lots was 1,600, which would eliminate the smallest homes in the Arbor Homes' range. The typical sales price of the new homes would be from the high $300,000s to many in the $400,000 range to possibly into the $500,000s. In the past year or two of sales in Timber Ridge, one home sold for about $633,000 and another sold in the low $400,000s, so, in addition to the overlap in home sizes, there was already some overlap in the price range between the new section and the existing section. Finally, there would be a 25- to 30-foot buffer between the new and old sections to provide opportunities to preserve existing trees and/or to install new trees to provide that buffer.

President Smith said he had sat on Council for a long time, and unfortunately, nobody had liked any development during the last five years. He understood that nobody liked for farmland to be eliminated or woods removed. He had lived in Kinsey Meadows for 23 years, and 19 of those 23 years, he had an empty lot behind his house. The neighbors then bought a lot and built a house, and he did not have any recourse because he did not own the land. He was not making light of the situation, adding he received probably one call a year about the farmland that abutted Constitution Drive and whether that land would be developed. He did not think so, but at the end of the day, there would not be anything they could do to stop it because as long as the criteria was met by the developer, the project would have to be approved. He asked Ms. Fisher if that was a fair statement. Ms. Fisher concurred.

President Smith asked if any Councilmembers were interested in calling for the question. Mayor Urschel believed Council was required to call for the question statutorily—they did not have the option of not calling the question. Ms. Fisher said Council needed to take an action either for or against the proposal because there had to be a final appealable order. If either side wished to file an appeal, that could not be done if a decision was not made. If Council did not pass this item, technically that operated as a denial, but there were no findings of fact in that case. If the case proceeded to court, then the court's judgement would replace Council's decision.

President Smith invited anyone else to the podium who did not get to speak at the last meeting.

Nancy Sanders, 2485 Ridge Road, said she had a question and a request. Of all the people on the Planning and Zoning Commission and City Council, she asked how many of those people lived in Xenia. The Councilmembers stated all of them. Ms. Sanders asked if the Mayor lived in Xenia. Mayor Urschel said he lived on Ketki Court. He had lived in Xenia since 1984, and he could not be on Council if he did not live in Xenia because that was a requirement. Ms. Sanders said it seemed like they were all a little detached, but she understood because it was government. She felt that this project would most likely go through, but she had a request. If there was any kindness left in their hearts, she asked that the neighborhoods not be connected. The residents did not want the new development to connect through Ridge Road. She and her husband walked two miles every day, and their neighborhood did not have sidewalks. If 90 or 100 more cars came through, it would not be possible for them to walk in their neighborhood. She did not understand the need to connect the two neighborhoods since another entrance was going to be added on US-68. She asked Mr. Forschner why they were being inconvenienced and if this was something that had to be done.

President Smith stated this was not a question and answer session but asked Mr. Forschner to address the question. Mr. Forschner noted the connection to Ridge Road was being made per the fire code—there could not be more than 30 lots being used by only one access road. While there would be a new entrance off of US-68, if it was not connected to Ridge Road, there could only be 30 lots on that property. There also seemed to be concerns that hundreds of new cars would be traveling through the existing neighborhood every day, which he did not believe would be true. He measured the driving distance to every proposed lot in the subdivision, and for those wishing to drive northbound on US-68, it would be shorter distance to go through the new entrance and not through the existing neighborhood. For those wishing to go southbound on US-68, it would be shorter to drive through the existing neighborhood for only 18 lots. For the remaining 72 lots, it would be quicker to use the new entrance.

Ron Taylor, 2461 Ridge Road, wanted his name on the record tonight because it had been on the record ever since they started talking about Timber Ridge over 34 years ago. One of the main comments that was made, early on, was the residents had covenants. He had been told by the City's Law Director that the covenants did not hold water with the City of Xenia. The citizens who lived in Timber Ridge now were upset because the covenants had future plans for only 44 lots of at least a half an acre each. He did not know if he would be successful in getting Council to deny this request, but he wanted to share his feelings about the proposed project. He had given Timber Ridge all he had and had tried to save the integrity of the original plan. He wondered if phase one of the proposed development would result in the hill being removed because that hill and trees protected residents from US-68. He did not expect the hill or the trees to survive. When the hill was removed, it would expose them to US-68, and he felt they would struggle with lights and the noise from 18 wheelers all day long. He asked Council to keep those things in mind and try to be open-minded with regard to what the existing residents would have to deal with. He felt 89 homes did not belong on 34.5 acres.

President Smith asked Ms. Fisher to speak briefly on the covenants. Ms. Fisher said she had not researched it, so she could not provide a legal opinion. However based on the section one covenants, it did not include the proposed neighborhood. Even if the covenants were applicable to the proposed neighborhood, the City did not have the authority to enforce them. Covenants were enforceable between the neighbors (one against the other). If the residents believed there was a

violation, they could seek to enforce those against the developer, which she believed would be difficult since the developer had changed. If the residents believed there was an issue, she suggested they speak to an attorney.

Hearing nothing further, President Smith entertained a motion on Ordinance 2025-33.

Motion by Mayor Urschel, seconded by Councilwoman Sorice, to adopt Ordinance 2025-33 as presented. President Smith entertained further comments or questions. No discussion followed. The Roll on this was the following:

Ayes: Urschel, Smith
Nays: Reynolds, Propes, Walker, Sorice motion failed.

Councilman Propes said he voted no because he thought the project would negatively impact the existing neighborhood as well as the environment. Councilman Walker said he voted no as well because he believed the project would affect the neighborhood, and it was uncertain as to how many trees would be removed. He did not agree with the project as proposed.

President Smith asked Ms. Fisher the status of the project after Council's action. Ms. Fisher said the motion failed, which was Council's final decision. Council heard the findings of fact and voted, so this issue was decided.

B. ORDINANCE 2025-35 AMENDING CHAPTER 884, TITLED "MOTOR VEHICLE LICENSE TAX," OF THE XENIA CITY CODE AND REPEALING TABLE P8.6 OF THE CITY FEE SCHEDULE, introduced by Councilman Crawford on December 11, 2025. President Smith asked Mr. Henry for a brief summary of this item. Mr. Henry said City Council levied a $5.00 motor vehicle license tax under ORC § 4504.172 in 1987 by the adoption of Ordinance 87-59 but had not levied the license tax available under ORC § 4504.173. Levying this additional $5 fee would raise the total license tax for Xenia residents from $20.00 to $25.00, matching the rate that Beavercreek's and Fairborn's residents pay, and would generate an estimated additional $120,000 per year, which could be levied for street improvements and other infrastructure. Ms. Fisher clarified that of the $25.00, two of those would be two $5.00 taxes from Xenia, and the other $15.00 were County taxes.

President Smith opened the public hearing at 6:41 p.m. and invited those wishing to speak for or against the amendments to Chapter 884 of the Xenia City Code to come forward. Nobody came forward to speak. President Smith closed the public hearing at 6:41 p.m., noting this item was introduced by Councilman Crawford at the last meeting. Since he was not present this evening, President Smith entertained a motion on Ordinance 2025-35.

Motion by Councilman Reynolds, seconded by Councilman Walker, to adopt Ordinance 2025-35 as presented. No comments followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

C. ORDINANCE 2025-36 AMENDING § 881.06 OF THE CITY'S MUNICIPAL INCOME TAX CODE, TITLED "NONREFUNDABLE CREDIT FOR TAX PAID TO

ANOTHER MUNICIPALITY." President Smith stated this was introduced at the last meeting by Mayor Urschel. Mayor Urschel said based upon discussions with the City Manager and Law Director, he would not move for approval of this item tonight in deference to the other items on the agenda to be presented later, which included an action to put the income tax levy back on the ballot in May. However, by not taking action on Ordinance 2025-36 this evening, it would defer enhanced street maintenance for another year to 18 months. If the income tax levy had passed in November, the target would have been 2040 to have all streets rehabilitated. Without additional revenue in 2026, that target would then become 2041 or 2042. Residents needed to realize that there was a really deep hole to fill with regard to street rehabilitation, and it would take a very long time to dig themselves out. The reality was the proposed change to the income tax reciprocity would not have funded 100% of the need, and part of funding for next year was a result of deferring items out of park maintenance, etc. However, those were only funds from next year's budget and not funding from multiple years. To pursue the road restoration plan, they needed to achieve all the funding needed, and the only way to do that for the long term (10-15 years) would be through an income tax increase.

President Smith said since Mayor Urschel did not wish to seek a motion for passage, he asked if this item would be removed for Council consideration permanently. Mayor Urschel believed that other Councilmembers could present a motion for passage. Ms. Fisher concurred. If nobody else wished to present a motion, then the Ordinance would die.

President Smith asked if anyone else wished to present a motion on Ordinance 2025-36. Hearing none, he declared Ordinance 2025-36 dead due to lack of action. The Ordinance would be removed from future Council agendas. As such, there was no need to conduct a public hearing since Council would not be taking any action. For the benefit of the audience, Ms. Fisher clarified that with no motion and no second, the item was dead. For Council to consider any further action on this item, it would have to be re-introduced and re-advertised for a public hearing before it could be considered again.

(8) NEW BUSINESS:

A. ORDINANCE 2025-37 AMENDING ORDINANCE 2025-34 TO PROVIDE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF XENIA, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY. President Smith asked Mr. Lake for a brief summary of this item. Mr. Lake said close to the end of every year, staff presented to Council an appropriation ordinance to make minor appropriations for last minute expenditures, most of which were for payroll lines. Since the final payroll in 2025 had not occurred yet, staff was seeking additional appropriations to ensure ample funding was available for that final payroll of the year. Further, some changes in appropriations were also requested relating to interfund loans to be paid back this year.

President Smith entertained comments or questions. Hearing none, he called for a motion to adopt Ordinance 2025-37.

Motion by Councilwoman Sorice, seconded by Councilman Propes, to adopt Ordinance 2025-37 as presented. No comments followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

B. ORDINANCE 2025-38 PROVIDING TEMPORARY APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF XENIA, OHIO, THROUGH MARCH 31, 2026, AND DECLARING AN EMERGENCY. President Smith asked Mr. Lake for a brief summary of this item. Mr. Lake said this was another annual housekeeping item presented to Council at the end of the year to seek temporary appropriations for the first quarter of the following year. These temporary appropriations would allow the City to continue to operate until the 2026 budget was finalized and the year end balances and encumbrances were finalized. A final budget would be presented before April 1, 2026.

For the benefit of the audience, President Smith noted appropriation ordinances were always presented as an emergency to eliminate the need for a second reading and allow the ordinance to go into effect immediately. Ms. Fisher concurred. President Smith further noted the City was not in any type of a financial crisis even though this Ordinance was presented as an emergency. He entertained further comments or questions. Hearing nothing further, he called for motion to adopt Ordinance 2025-38.

Motion by Councilman Reynolds, seconded by Councilwoman Sorice, to adopt Ordinance 2025-38 as presented. No comments followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

C. Introduction of ORDINANCE 2025-39 AMENDING SECTIONS 881.01, 881.03(a), 881.04(a)(1), 881.06(a)(3), AND 881.26(b)(2) OF THE CITY'S INCOME TAX CODE TO PROVIDE FOR THE INCREASE OF THE CITY'S MUNICIPAL INCOME TAX RATE BY TWENTY-FOUR HUNDREDTHS OF ONE PERCENT (0.24%) FOR A PERIOD OF TEN (10) YEARS, COMMENCING JANUARY 1, 2027, FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET REPAIRS AND MAINTENANCE. President Smith asked Mr. Henry for a brief summary of this item. Mr. Henry said City Council had determined to propose a 0.24% income tax increase on the May 2026 primary ballot to support and fund a comprehensive 10-year street rehabilitation street program. If approved by the voters, this tax increase would generate approximately $1.9 million annually, with a potential for growth as the tax base and wages increased. The revenue from this 0.24% increase would be earmarked for street improvements only. At the end of the 10-year period, the income tax rate would automatically revert to its current 2.25% or, if needed, Council could seek a renewal levy. Ms. Fisher reminded Council that an introduction of Ordinance 2025-39 this evening was all that was needed. This would not increase the income tax—it was just being introduced so it could be presented to the voters in May 2026. President Smith concurred; Council would just introduce the ordinance as the first step to put the levy on the ballot. Ms. Fisher agreed; after the introduction, Council would need to table the ordinance.

Hearing nothing further, President Smith called for the introduction of Ordinance 2025-39.

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

Motion by Councilman Reynolds, seconded by Councilwoman Sorice, to table Ordinance 2025-39. No discussion followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

D. RESOLUTION 2025-066 REQUESTING AND AUTHORIZING THE GREENE COUNTY BOARD OF ELECTIONS TO PLACE UPON THE CITY OF XENIA BALLOT AT THE PRIMARY ELECTION OF MAY 5, 2026, THE QUESTION OF WHETHER ORDINANCE 2025-39, AMENDING §§ 881.01, 881.03(a), 881.04(a)(1), 881.06(a)(3), AND 881.26(b)(2) OF THE CITY'S INCOME TAX CODE TO PROVIDE FOR THE INCREASE THE CITY'S MUNICIPAL INCOME TAX RATE BY TWENTY-FOUR HUNDREDTHS OF ONE PERCENT (0.24%) FOR A PERIOD OF TEN (10) YEARS, COMMENCING JANUARY 1, 2027, FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET REPAIRS AND MAINTENANCE, SHALL BE APPROVED. President Smith asked Mr. Henry for a brief summary of this item. Mr. Henry said this resolution would authorize the Greene County Board of Elections to put the question of the income tax increase on the May 2026 ballot. As previously noted, the revenue from the income tax increase would be used solely to fund street improvements.

President Smith entertained comments or questions. Councilman Reynolds clarified this resolution authorized the May ballot measure so citizens could vote on the increase. This resolution did not amend the reciprocity or anything of that sort. Mayor Urschel said if approved, the addition of the 'new' revenue along with the approximate $1 million already earmarked for street improvements would allow the City to rehabilitate about 8 miles of residential streets per year affecting about 600 homes. Over ten years, the streets in front of over 6,000 homes (or roughly 10,500 residents) would be improved. President Smith asked Mayor Urschel to share information on their conversation with Greene County Engineer Stephanie Goff. Mayor Urschel said he and President Smith met with the County Engineer last week, and when she served as the engineer for the City of Fairborn, she faced a similar situation. One commitment the City of Fairborn made to its population was to identify the specific residential streets that would be improved over the 10-year period if the funding was approved. They did not identify which year the improvements would be done, but they shared the listing of streets. After some necessary modifications, the City of Fairborn was able to achieve about 90% of that plan. Considering Fairborn's success, he proposed that the City of Xenia also publish a listing of streets to be rehabilitated over the 10-year period if the levy was approved to help residents understand the scope of what would be accomplished. Mr. Lake said if the levy was approved by voters, the income tax would be paid by all residents who lived and worked in Xenia. Those working in Xenia but living elsewhere would also pay the income tax. Xenia businesses would also pay based on their net profit returns. Ms. Fisher noted the increased income tax would not start until January 1, 2027, if approved by voters. Mayor

Urschel asked the percentage of those who paid income taxes who were not residents of the City versus those who lived and worked in Xenia. Mr. Lake said he did not have that information readily available at the meeting. Mayor Urschel recalled that Finance Director Ryan Duke had previously stated that about 30% of taxpayers did not live in the City. Hearing nothing further, President Smith called for a motion to pass Resolution 2025-066.

Motion by Councilman Propes, seconded by Councilman Walker, to pass Resolution 2025-066 as presented. No comments followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

E. RESOLUTION 2025-069 AWARDING THE CONTRACT FOR THE 20-LANE ELECTRONIC TARGET SYSTEM FOR THE XENIA POLICE DIVISION FIRING RANGE PROJECT TO ACTION TARGET. President Smith asked Mr. Henry for a brief summary of this item. Mr. Henry said in July 2025, Council authorized a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) to move forward with a project that involved two main components including upgrades and enhancements to the existing firing range and construction of an on-site storage building. The first phase would include a turning target system with two different elements: the first was 20 individual electronically controlled, 360° turning targets and two "running man" targets. As targets moved around, officers could train for real-world scenarios when a suspect tried to flee. This project would enhance officer training, promoting accuracy and rapid decision making. Also included in the project were remote controlled pads for the target system, a rubber coated steel wall to protect the turning target and running man bases, and the option for the purchase of additional spare hardware and preventive maintenance visits by the contractor's technicians. The Xenia Police Division (XPD) issued a Request for Proposals for this 20-lane electronic target system on October 10, 2025. On October 31, 2025, only one proposal was received from a qualified contractor, which was Action Target, a company that specialized in firing range target systems and range supplies. Based on staff's evaluation of the vendor, they believed Action Target could perform as expected. The projected date for completion of the target system would be summer 2026. XPD and the FBI would benefit from this project, as well as the Greene County Sheriff's Office and the Greene County Career Center Criminal Justice Academy. The base price for the range system was $145,295. With two optional spare parts packages and the preventative maintenance visits, the total cost was $155,495. He respectfully requested approval of this resolution to allow the project to move forward.

President Smith said this project was being fully funded by the FBI. Mr. Henry concurred. President Smith congratulated City officials for being awarded the funding for this project. He entertained other comments or questions. Hearing none, he called for a motion to pass Resolution 2025-069.

Motion by Councilman Reynolds, seconded by Councilwoman Sorice, to pass Resolution 2025-069 as presented. No comments followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

F. RESOLUTION 2025-070 AUTHORIZING THE ESTABLISHMENT OF A COMMUNITY PARAMEDICINE (PILOT) PROGRAM WITHIN THE XENIA FIRE & EMS DIVISION. President Smith asked Mr. Henry for a brief summary of this item. Mr. Henry said the Xenia Fire & EMS Division sought Council's approval to establish a one-year community paramedicine pilot program ("Program"), which would operate up to three days per week with current Division staff, equipment, and vehicles. The goal of the Program was to proactively address nonemergent EMS use, cut down on repeated transports, and enhance outcomes for high-risk residents, while limiting expenses by using limited overtime rather than hiring new full-time personnel during the Program's pilot period. The proposed Program would focus on follow-up care for frequent EMS users, fall-prone individuals, and patients recently discharged with chronic issues. The Program would be structured to operate independently of direct social service support but would expand in conjunction with the new Community Services Coordinator position, which Council was poised to authorize in the 2026 Organization Plan in January.

President Smith entertained comments or questions. Councilman Propes said the Healthcare Committee discussed this program, and he was very happy to see it moving forward. He thought it would provide dividends and assist with many areas of public safety, which may result in a reduction of calls/runs. Mayor Urschel said a lot of people in the community were not connecting with available services, either because they did not know about them or they were not following through. This program would provide those individuals the help they needed. Councilman Propes agreed, noting the new Community Services Coordinator position would assist with that coordination. The Paramedicine Program would focus more on non-emergency calls, i.e., those needing medical assistance but did not need a full EMS response.

President Smith invited Fire & EMS Chief Mike Bogan to come forward to speak. Chief Bogan said the Community Paramedicine Program was designed to follow-up with some frequent patients. Staff would visit their homes to do risk assessments and connect them to other entities within the City and County that may be able to provide additional support. He was excited to partner with the new Community Services Coordinator on this initiative to provide an overall holistic approach. He noted staff had already been in contact with representatives from the Health Department and Kettering Health Network. They planned to follow up on overdose calls, et al., to ensure families had the support they needed. He invited Firefighter Cameron Jackson to the podium to further speak on this program, since he was point person for this initiative. He could speak on the metrics they would use to evaluate the first year of the program. Mr. Jackson said the goal of the program was to take a proactive versus reactive approach. There would likely be a lot of overlap with this program and the new Community Services Coordinator's efforts. The goal would be to assist at-risk residents, including homeless community members and those suffering from drug addiction or mental health issues, as well as Xenia's aging population. He noted the Division was currently called out for a large number of non-injury falls. For a typical 9-1-1 response, they would go out and evaluate patients on scene and transport them to the hospital, but they did not get to spend time with them in their homes to identify fall hazards, etc., and get to the root cause of repeated calls. He spent time discussing Dayton's Community Paramedicine Program with one of their staff members, which had seen a lot of success, and Xenia's program was modeled after Dayton's program. As he presented to the City Manager and Chief Bogan, they would look at high users (those who called for assistance more than twice per month), and the goal would be to reduce repeat calls by more than 10% during the first year. As they identified what they needed

to focus on during the first year, the scope of the program could be expanded. He noted a program in the Columbus, Ohio, area provided more medical care in the homes, which reduced repeat admissions into emergency rooms. He reiterated that Xenia received a lot of calls for falls as well as a lot of calls from those who did not have a true emergency. He looked forward to collaborating with community partners on this initiative. Mr. Henry said this initiative was a sign of a healthy organization and strong Division led by Chief Bogan. Ideas like these came from the ground up, and this initiative came from staff who presented the idea to Division leadership in an effort to benefit Xenia residents. He applauded Division staff for their efforts. He further noted that he recently did a ride along with Division staff, and he could honestly say that he could not do what they did every day. The grace and customer service they provided was impressive, and they did not receive enough thanks and appreciation.

Councilwoman Sorice said she worked alongside Councilman Propes on the committee, and there was a lag between a hospital stay and therapy. If a home assessment, such as for fall risks (rugs, electrical cords, low lighting, etc.), could be done, it may provide a safer environment for those individuals in their homes. Sometimes it might be as simple as nobody had checked those things for them. She agreed there were a lot of wraparound services in this community, but they needed to be coordinated. Hopefully, the new Community Services Coordinator could assist with that coordination. She hoped the program would lead to a 10% reduction in repeat calls. She further noted the program outreach may also provide the much-needed social interaction that many people desired. Mr. Jackson said every patient entered into the program would receive a home safety assessment. They would check for tripping hazards, the need for more grab bars in the bathroom, etc. A short list of community resources had already been established but he realized there may be many more, which was part of the groundwork for the first year of the pilot program. Councilwoman Sorice expressed her excitement for the program. President Smith congratulated the Division on this initiative. Hearing nothing further, he called for a motion to pass Resolution 2025-070.

Motion by Councilwoman Sorice, seconded by Councilman Propes, to pass Resolution 2025-070 as presented. Brief discussion followed. Mayor Urschel noted the Council on Aging had an amazing amount of available resources, but many folks might not know those resources were available to them. Those items were already funded by the State of Ohio; the City would not have to pay for anything and only needed to make that connection. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

G. RESOLUTION 2025-071 AUTHORIZING THE CONTINUATION OF THE CONSOLIDATED DISPATCH AGREEMENT AND THE EXECUTION OF ADDENDUM NO. 1 TO SAID AGREEMENT. President Smith asked Mr. Henry for a brief summary of this item. Mr. Henry said since 1989, the City had served as the managing partner of the Xenia-Greene Central Communications Center (XGCCC), a joint Public Safety Answering Point (PSAP) responsible for 9-1-1 call answering and dispatch services to City residents, Greene County agencies, including the Sheriff, and numerous other local safety services agencies with operating costs historically split 50/50 between the City and the County. In 2021, a new Consolidated Dispatch Agreement (Agreement) was executed that reaffirmed that 50/50 split. However, growing participation, evolving technology, and increasing regulatory, financial, and liability demands,

combined with the City's declining proportional use, prompted Council this past spring to question the equity of the current cost-sharing model. Following extensive reevaluation and negotiations in late 2025, staff recommended extending the existing agreement with an addendum that would revise the cost sharing model and assign the County the responsibility for the first 44% of total operating expenses and allotting the remaining 56% to the remaining participating jurisdictions on a per capita basis. Both the City and County Commission intended to codify this revised model within the Greene County 911 Plan, thereby ensuring statutory enforceability. He commended the Greene County Board of Commissioners and County Administrator Brandon Huddleson for their cooperation and collaboration on this long-standing issue. Ms. Fisher said the addendum extended the contract for one year under its current conditions; the changes would go into effect on January 1, 2027.

President Smith entertained comments or questions. Councilman Reynolds asked what percent of the remaining 56% would be paid by the City of Xenia. Mr. Henry and Mr. Lake both indicated they did not have that information readily available at the meeting. Mr. Henry said he would look into that and report back to Council. President Smith said regardless of that number, it would be less than the City was currently paying at 50%. Councilman Reynolds concurred.

Mayor Urschel said he was pleased that the funding would be based on a per capita model, which had never occurred in the past. Mr. Henry agreed; the proposed cost sharing model was a more equitable plan for the City. Mayor Urschel recalled several years ago, City officials were told they could never get a better plan, and he was pleased that a better plan was negotiated after multiple years of discussion. This new cost sharing model would require all participating agencies to pay their fair share starting in 2027. He was happy the City would no longer be subsidizing this important service and could use those funds to support infrastructure improvements.

Mr. Lake looked up the information and said Xenia would be paying 18% of the costs under the new funding model. President Smith said that would result in about a $600,000 savings per year. He thanked all who assisted with this negotiation. Hearing nothing further, he called for a motion to pass Resolution 2025-071.

Motion by Councilman Reynolds, seconded by Councilwoman Sorice, to pass Resolution 2025-071 as presented. No comments followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

(9) APPOINTED OFFICIALS' REPORTS

President Smith asked the Assistant Finance Director for his comments. Mr. Lake wished everyone "Happy Holidays and Happy New Year!" President Smith asked if the Finance Department was gearing up for tax season. Mr. Lake said yes; the deadline to file estimated tax payments was January 15th.

President Smith asked the Law Director for her comments. Ms. Fisher also wished everyone "Happy Holidays," noting she provided homemade treats to the Mayor and Councilmembers. She appreciated working with all of them in 2025 and looked forward to 2026. She thanked Councilman Propes and Councilman Walker for stepping up to serve this year.

President Smith asked the Assistant City Manager for his comments. Mr. Henry lifted up in prayer City Manager Brent Merriman and his family as they were going through a tough time; continued prayers would be appreciated. City offices would close at noon on Christmas Eve and remain closed through the rest of the week. Next week, offices would close at noon on New Year's Eve and remained closed through New Year's Day.

(10) COUNCIL COMMENTS & REPORTS:

President Smith thanked Councilman Propes and Councilman Walker for their professionalism this year as they served the City. He thanked them for stepping up, for their service, and for all they did for this community. He wished everyone a Merry Christmas and Happy New Year! Finally, he thanked staff who spent endless hours helping Council run a kind and hospitable community. He did not think there was a nicer community than Xenia!

Councilman Reynolds also thanked Councilman Propes and Councilman Walker for stepping up to serve, noting he was unable to vote on their appointments as he had to abstain from that decision due to a conflict of interest. They were both fun to work with, and he would miss them both. He appreciated their input on various topics throughout the year.

Councilwoman Sorice said she loved living in Xenia, noting the Sunday edition of the Dayton Daily News included an article about 2025 annual water costs based on 70 local jurisdictions. She reported the City of Xenia was the seventh lowest, and neighboring Yellow Springs was the highest. It was refreshing to see stats that proved Xenia was a very economical place to live. She said she and her granddaughter had the opportunity to visit with Santa and Mrs. Claus at the Greene County Courthouse, which was an exceptional visit. She wished everyone Happy Holidays, Merry Christmas, and Happy New Year!

Councilman Walker wished everyone a Merry Christmas and Happy New Year, noting it had been an honor and pleasure to serve on Council and serve this community. He learned a lot this year, made some new friends, and connected with some old friends. He was excited for the future of Xenia and the projects in the queue. He was thankful and grateful for the opportunity to serve.

Councilman Propes said he was losing his voice but wished to share a few thoughts. It had been an absolute honor to serve the City again in 2025. He recognized there had been some ups and downs; regardless, he thanked his fellow Councilmembers for their trust in him and Councilman Walker. He wished the best of luck to Council-Elects Rachel Huffman and Jesse Rubio, noting it was different to sit on the other side of the table. He was certain they would do a wonderful job. He wished Happy Holidays and a Merry Christmas to all.

Mayor Urschel said he had an opportunity this past Saturday evening to go over to the Carnegie Library where Sweets Boutique held a community fundraiser to support the rehabilitation efforts for the building. When the owner of Sweets Boutique acquired the property, her goal was to turn it into a restaurant and catering business. After some delays through the Covid pandemic, she had done a tremendous job getting the restoration started. It was wonderful to see the inside of the building, noting most Carnegie Libraries were built in the 1920s and 1930s across America. The majority of them had been destroyed, so Xenia was fortunate that its library was still standing and under renovation with great care being taken. He looked forward to great things for that location

and business. Back in August 2024, Council approved objectives for 2025, and he recently reviewed that list. Back in 2024, some of the items were just dreams, but he was happy to report that many items were accomplished including many infrastructure projects, most notably the Towler Road and Sheelin Road project. He noted many of the infrastructure projects were possible since funding sources were established for street lights, stormwater improvements, and curb/gutter/apron improvements. The last piece of funding needed for infrastructure was funding for streets, which they will try for again. If the levy request was successful in May 2026, it would provide the long-term funding for residential street rehabilitation. He hoped the City could transition from a reactive position to a proactive approach that included a long-term plan. The financing for the Xenia Market District (XMD) infrastructure was not in place in 2024, but now everything was set and the improvements (curbs, gutters, streets, and everything below ground) were underway. XMD's vertical improvements were scheduled to begin in spring 2026. He had a lot of concerns about CSU's utilities and the City's relationship with that entity—more to come on that, but he believed there was more hope now for a resolution than in years' past. Regarding the City's elimination of the Parks and Recreation Department back in 2009/2010, Council decided to work with several organizations to help the City provide recreation services and activities in local parks, which were very successful this past year. Regarding Xenia Municipal Court (XMC) funding, the City was subsidizing the court with about $1 million per year due to how State law was written, and Council took action and amended the City's Traffic Code to recover some fees paid on local charges. Another objective was to resolve discrepancies with the dispatch contract, which was finally resolved, saving the City about $600,000 per year. Regarding housing growth in the City, many residential units were approved in 2025. Speaking of homes, about 200 parcels in Xenia were delinquent, and Council and staff worked with five County elected officials for a number of years to recover those properties and get them turned over to people who would invest in them. The above-mentioned items were about half the list of objectives, and many of them were items the City had been struggling with for multiple years. Kudos to Council and staff for their hard work on these items—the City was on good footing for the safety and welfare of this community.

President Smith noted that he and Mayor Urschel attended the annual luncheon with Xenia Township, which he felt extended the City's desire to keep a good working relationship with those officials. Mayor Urschel agreed, noting just receiving the invitation to attend their end-of-year celebration luncheon was an accomplishment.

President Smith said Council had a vacancy due to Councilman Reynolds' election as Mayor. Interviews with the 12 applicants would be conducted on Monday, January 5, 2026. Ms. Brown would be contacting the applicants to coordinate the interview schedule. He thanked all those who applied to fill the vacancy.

Mayor Urschel thanked Council for appointing him as Mayor for 2025. When former Mayor Sarah Mays was elected as a Greene County Commissioner, Council had to appoint a new Mayor. Therefore, he resigned his seat as a Councilmember to be appointed as Mayor. He did not have any idea the amount of time, effort, and love that Mayor Mays put into her role as Mayor. She tirelessly supported all City organizations and collaborated with other mayors in the County and other County officials, resulting in an additional commitment of about 20 hours per week beyond serving on City Council for only about $50 per month. As Councilman Reynolds prepared to step into the role of Mayor, he extended kudos to him for stepping up and thanked him for his

willingness to serve, noting he already had a lot of good connections established in the community. He encouraged his fellow Councilmembers to be considerate of Mayor-Elect Reynolds as he began his new role. While he was retired while serving as Mayor, Mayor-Elect Reynolds had a full-time job outside of his service on Council. He said Mayor-Elect Reynolds may need some support from Council from time to time to attend events that his schedule may not permit him to attend. Councilman (Mayor-Elect) Reynolds thanked Mayor Urschel for his comments. President Smith concurred and also thanked Mayor Urschel for his selfless commitment as Mayor in 2025.

(11) EXECUTIVE SESSION: President Smith said an Executive Session was needed this evening. He presented the following motion and called for a second.

Motion by President Smith, seconded by Councilwoman Sorice, to go into Executive Session at 7:35 p.m. to discuss confidential business information related to requests for Economic Development Assistance per ORC §121.22(G) and Charter §13.03C.(2) and to receive general legal advice per Charter §13.03C.(1). No discussion followed. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

The Council convened in Executive Session with the same members present. At 8:28 p.m., President Smith reconvened the Regular Session.

President Smith presented **RESOLUTION 2025-072 TO AUTHORIZE A THREE-MONTH EXTRATERRITORIAL UTILITY SERVICES AGREEMENT WITH CENTRAL STATE UNIVERSITY (CSU) FOR WATER AND SANITARY SEWER SERVICES**. He asked Mr. Henry for a brief summary of this request. Mr. Henry said in December 2024 at the direction of City Council, CSU was notified that water and sewer services would end as of December 31, 2025, unless a pre-annexation agreement or extraterritorial utility services agreement was executed. Despite ongoing efforts, a final resolution regarding this issue had not yet been made. However, the Ohio Department of Administrative Services (ODAS) Director Kathleen Madden recently became involved in the issue and had engaged with the City Manager's Office to seek an interim solution while the parties continued to negotiate a final solution. Specifically, Director Madden requested a temporary extension of utility services to CSU while the parties finalized the details of the pre-annexation agreement. Based upon this correspondence, it was staff's belief that CSU and ODAS planned to move forward with annexation in early 2026 with current activities addressing tasks that must be completed prior to annexation and the allocation of State resources for CSU's infrastructure improvements to address the City's concerns. For these reasons, staff respectfully recommended that Council consider the 90-day extension of services pursuant to a new extraterritorial utility services agreement.

President Smith entertained comments or questions. Hearing none, he called for a motion to pass Resolution 2025-072.

Motion by Mayor Urschel, seconded by Councilwoman Sorice, to pass Resolution 2025-072 as presented. No comments followed. The Roll on this was the following:

Ayes: Urschel, Propes, Walker, Sorice, Smith
Abstain: Reynolds
Nays: None motion carried.

(12) ADJOURNMENT: Motion by Councilman Propes, seconded by Councilman Walker, to adjourn the Regular Meeting at 8:32 p.m. Brief discussion followed. President Smith once again thanked Councilmen Propes and Walker for their service in 2025. The Roll on this was the following:

Ayes: Urschel, Reynolds, Propes, Walker, Sorice, Smith
Nays: None motion carried.

Amy E. Brown
City Clerk

President Wesley Smith
Xenia City Council

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

Introduction:	January 8, 2026
Public Hearing & Vote:	January 22, 2026
Effective Date:	February 21, 2026

Agenda Item: **ORDINANCE 2026 – 01**
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR THE WESTERN PORTION OF THE FIRST FLOOR AT THE XENIA STATION BUILDING, LOCATED AT 151 MIAMI AVENUE, TO KAVA HAUS XENIA, LLC

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

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

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

Cover Memo Attachments: None.

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

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

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

CITY OF XENIA, OHIO
ORDINANCE 2026 – 01

AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT FOR THE WESTERN PORTION OF THE FIRST FLOOR AT THE XENIA STATION BUILDING, LOCATED AT 151 MIAMI AVENUE, TO KAVA HAUS XENIA, LLC

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

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

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

WHEREAS, this Council finds it to be in the best interests of the health, safety, and welfare of the City and its citizens to authorize the lease of the Property for retail use,

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

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

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

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

Section 4. This Ordinance shall take effect February 21, 2026.

Introduced:
Adopted:

Attest: Xenia City Council President

Amy E. Brown
City Clerk

XENIA STATION LEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

11. SERVICES.

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

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

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

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

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

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

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

15. EVENTS OF DEFAULT AND LANDLORD'S REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:
City of Xenia, Ohio
An Ohio municipal corporation

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

Date: _____

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

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

Date: _____

Approved as to form:

_____
Donnette A. Fisher, Esq.
Xenia Law Director

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XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

P&ZC Public Hearing:	December 10, 2025
P&ZC Recommendation:	December 10, 2025
Introduction:	January 8, 2026
Public Hearing & Vote:	January 22, 2026
Effective Date:	February 21, 2026

Agenda Item: **ORDINANCE 2026 – 02**
AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF XENIA, OHIO, TO REZONE AN APPROXIMATELY 0.651-ACRE PROPERTY ON VINE STREET, LOCATED BETWEEN 693 VINE STREET AND 38 NORTH ORANGE STREET, FROM R-2 TWO-FAMILY RESIDENTIAL DISTRICT TO B-3 GENERAL BUSINESS DISTRICT

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

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

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

Cover Memo Attachments: PZC staff report.

Budgetary Impact: N/A

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

Recommendation: Adopt Ordinance 2026-02 amending the official zoning map of the City of Xenia, Ohio, to rezone an approximately 0.651-acre property on Vine Street, located between 693 Vine Street and 38 North Orange Street, from R-2 Two-Family Residential District to B-3 General Business District.

CITY OF XENIA, OHIO
ORDINANCE 2026 – 02

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF XENIA, OHIO, TO REZONE AN APPROXIMATELY 0.651-ACRE PROPERTY ON VINE STREET, LOCATED BETWEEN 693 VINE STREET AND 38 NORTH ORANGE STREET, FROM R-2 TWO-FAMILY RESIDENTIAL DISTRICT TO B-3 GENERAL BUSINESS DISTRICT

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

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

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

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

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

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

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

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

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

Section 5. This Ordinance shall take effect February 21, 2026.

Introduced: January 8, 2026
Adopted:

Attest: Xenia City Council President

Amy E. Brown
City Clerk

STAFF REPORT
XENIA PLANNING AND ZONING COMMISSION

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

A. Action Requested

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

B. Background

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

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

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

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

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

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

C. Staff Analysis

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

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

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

D. Staff Recommendation

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

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

Exhibit A: Area to be Rezoned

Outlined in Light Blue



Zoning Districts

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

Other Information

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

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:

PZC Recommendation: December 10, 2025
Presentation & Vote: January 8, 2026
Effective Date: January 8, 2026

Agenda Item: **RESOLUTION 2026 – 001**
APPROVING THE FINAL PLAT AND AUTHORIZING THE EXECUTION OF A SUBDIVIDER'S AGREEMENT WITH ARNOLD DEVELOPMENT, INC., FOR THE SUMMER BROOKE SOUTH SUBDIVISION, SECTION 6-B

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

Summary: This Resolution involves the fourth and final phase of the Summer Brooke South Subdivision (labelled 6-B because the numbering starts with the first phase of the older Summer Brooke subdivision), for which Planning and Zoning Commission most recently approved a PUD Concept Plan on April 7, 2022. This project is a 30.502-acre subdivision consisting of 60 single-family home lots and one open space lot. In summary, the proposed subdivision will extend Marbella Court, Ashbrooke Lane and Brooke Lane (to be renamed Connor Drive) from Section 6-A, along with required utilities. It will also add 12.342 acres to the private, HOA-maintained open space in Summer Brooke South, creating a continuous greenway with an asphalt walking path along Old Town Creek, from Kinsey Mound Reserve to Stevenson Road.

See the attached staff report to the Planning and Zoning Commission and the record plan for additional details, including an analysis of this Final Plat (also a Final PUD Plan) according to applicable criteria in the Land Development Code. The staff report reflects a review of the plat and construction plans by Planning and Zoning Division, Engineering Division and Fire & EMS Division staff. Planning and Zoning Commission voted to recommend Council approve this Final Plat and Final PUD Plan, based on the findings of this staff report. The applicant has subsequently obtained approval from the City Engineer for the road and utility construction plans associated with this plat.

Cover Memo Attachments: Planning and Zoning Commission staff report.
Summer Brooke South Section 6-B Record Plan.

Budgetary Impact: N/A

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

Recommendation: Pass Resolution 2026-001 approving the Final Plat and authorizing the execution of a Subdivider's Agreement with Arnold Development, Inc., for the Summer Brooke South Section 6-B.

CITY OF XENIA, OHIO
RESOLUTION 2026 – 001

APPROVING THE FINAL PLAT AND AUTHORIZING THE EXECUTION OF A SUBDIVIDER'S AGREEMENT WITH ARNOLD DEVELOPMENT, INC., FOR THE SUMMER BROOKE SOUTH SUBDIVISION, SECTION 6-B

WHEREAS, the Xenia Planning and Zoning Commission, at its December 10, 2025, regular meeting, voted to recommend to this Council the approval of the proposed Final Plat of Summer Brooke South Subdivision, Section 6-B, as submitted by Arnold Development, Inc., in Case PZC2025-15;

WHEREAS, the procedures with regard to major subdivisions in the City's Land Development Code, as set forth in § 1220.07, 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 accept the recommendation of the Planning and Zoning Commission and approve the proposed final plat,

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

Section 1. The Final Plat for the Summer Brooke South Subdivision, Section 6-B, consisting of 30.502 acres, more or less, and including sixty (60) single-family home lots, as submitted by Arnold Development, Inc., in Case PZC2025-15, is hereby approved.

Section 2. The dedication to the public use of the public rights-of-way and easements, as shown on the Final Plat, are hereby accepted; provided, however, that the streets shown on said Plat shall not become public streets under the care and control of the City until formally accepted by this Council, by ordinance specially passed for such purpose.

Section 3. The President of City Council, on behalf of Council, the City Clerk, the Chair of the Planning and Zoning Commission, and the City Planner are hereby authorized to endorse the Final Plat and any other documentation necessary to record this subdivision approval with the Greene County Recorder.

Section 4. The City Manager is authorized to execute, on behalf of the City, a Subdivider's Agreement with Arnold Development, Inc., for the purpose of ensuring completion of required public improvements, upon such terms and conditions as are approved by the Law Director.

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: January 8, 2026

Attest: Xenia City Council President

Amy E. Brown
City Clerk

STAFF REPORT
XENIA PLANNING AND ZONING COMMISSION

ITEM:	Final Plat/Final PUD Plan, Summer Brooke South Section 6B
CASE NUMBER:	PZC2025-15
REPORT DATE:	December 3, 2025
MEETING DATE:	December 10, 2025
APPLICANT NAME:	Arnold Development Company
PROPERTY ADDRESS:	Highlander Drive
GREENE COUNTY PARCEL IDENTIFICATION NUMBER(S):	M40000200270000200
ORDINANCE SECTION(S):	1220.04, 1220.07 and 1238
ZONING:	PUD Planned Unit Development

A. Action Requested

Vote to approve or deny an application for a Final Plat/Final PUD Plan for Summer Brooke South Section 6B, a 30.502 acre subdivision consisting of 60 single-family home lots and one open space lot.

B. Background

The above project involves the final phase of the Summer Brooke South subdivision. The PUD Concept Plan for Summer Brooke South was approved by Planning and Zoning Commission on April 7, 2022 (itself an update of the original Summer Brooke PUD). Below is a summary of the proposed layout and infrastructure:

1. STREETS
   (a) Extension of Marbella Court and Ashbrooke Lane from Section 6A to cul-de-sacs, parallel to and southwest of Highlander Drive
   (b) Extension of a stub-ended Brooke Lane to Ashbrooke Lane, renaming it to Connor Drive (to avoid duplicating the existing Brooke Lane to the west)
2. LOTS
   (a) Most lots to front on Marbella Court or Ashbrooke Lane, with the exception of six lots fronting on Connor Drive
3. UTILITIES
   (a) Water mains extended from existing mains on Marbella, Ashbrooke and Brooke/Connor
   (b) Sanitary mains extended from existing mains on Marbella and Ashbrooke
   (c) Stormwater mains extended from existing mains on Marbella and Ashbrooke, and the rear of existing lots on Marbella, feeding most of this section into the stormwater detention basin in Section 6A
   (d) Cul-de-sac section of Marbella Court to contain stormwater mains that feed east into the Section 4 stormwater detention basin
4. OPEN SPACE/STREET TREES
   (a) Dedication of a 12.342 acre lot (Lot 271) for private open space to be maintained by a Home Owners' Association
   (b) Lot 271 will complete a continuous greenway along Old Town Creek with an asphalt walking path from Greene County's Mound Preserve to Stevenson Road, with multiple connection points to the neighborhood (including a proposed connection across from Connor Drive in this section)

(c) Street trees along all proposed streets as required

C. Staff Analysis

Planning and Zoning, Engineering, Public Service, and Fire Division staff have reviewed the final plat and associated construction plans with regard to the City's regulations for zoning, subdivision, infrastructure design, and fire protection. In addition, City staff circulated the plans to non-City entities who have an interest in the subdivision process.

Below is an analysis of the PUD Final Development Plan according to PUD review criteria in Section 1220.04(f).

Section 1220.04(f) Criteria	Analysis
A. Where greenspace is required, appropriate arrangements with the applicant have been made which will ensure the reservation of common greenspace as indicated on the PUD concept plan and PUD final plan. Furthermore, the PUD final plan shall demonstrate how the greenspace shall be duly transferred to a legally established homeowner's association or has been dedicated to the City or another public or quasi-public agency.	**Satisfied with Conditions** The applicant has established the Summer Brooke South Homeowners Association (HOA) and will be required to transfer ownership of Lot 271 to the HOA. Additionally, the applicant will be required to record a conservation easement across Lot 271 upon the recording of this plat and transfer of ownership of Lot 271 to the HOA.
B. Appropriate agreements with the applicant have been made to ensure the proper completion of public improvements in compliance with Chapter 1238: Subdivision Design.	**Satisfied with Conditions** As a condition of approval, the applicant will be required to enter into a standard Subdivider's Agreement with the City prior to plat recording. The Agreement will address responsibilities and timeframes for public improvements, as well as required financial guarantees (e.g. bonds) for improvements not installed at the time of plat recording.
C. The proposed PUD final plan for the individual section(s) of the overall PUD is consistent in contents (building location, land uses, densities and intensities, yard requirements, and area and frontage requirements) with the approved PUD concept plan.	**Satisfied** All elements of Section 6B follow the approved Concept Plan.
D. Each individual phase of the development can exist as an independent unit that is capable of creating an environment of sustained desirability and stability, or that adequate assurance will be provided that such objective can be obtained.	**Satisfied** As the final section, Section 6B completes the Summer Brooke South subdivision and PUD as originally planned.

Section 1220.04(f) Criteria	Analysis
E. That any exception from the design standards provided in the PUD concept plan is warranted by the design and amenities incorporated in the detailed PUD final plan.	**Not Applicable** No exceptions from the Concept Plan are requested.
F. That the internal streets and thoroughfares proposed are suitable and adequate to accommodate the anticipated traffic within and through the development.	**Satisfied** The proposed streets meet City standards.
G. The PUD final plan has been transmitted to all other agencies and departments charged with responsibility of review.	**Satisfied** The final plan was transmitted to the City Engineer, Fire Inspector and non-City utility providers.

Below is an analysis of the final plat according to major subdivision review criteria in Section 1220.07(e).

Section 1220.07(e) Criteria	Analysis
(1) That the major subdivision complies with all applicable provisions of this code.	**Satisfied with Conditions** The proposed subdivision complies with regulations, pending final review and approval of revised construction plans by the Engineering Division. Following approval by PZC, the developer will be required to enter into a Subdivider's Agreement with the City and install street lights.
(2) That the major subdivision does not conflict with other regulations, plans, or policies of the City.	**Satisfied** The proposed subdivision is consistent with the recommendations of neXtPlan, Xenia's Comprehensive Plan.
(3) That applicable review agencies have no objections that cannot be resolved by the applicant.	**Satisfied with Conditions** Revised plans were submitted on 12/3. All Planning comments have been addressed, while Engineering staff are still reviewing to ensure their construction plan comments have been addressed.
(4) That the final plat and improvement drawings conform to the approved preliminary plat, if submitted and approved.	**Satisfied** The proposed section conforms with the approved Concept Plan.

D. Staff Recommendation

Based on the preceding analysis, staff recommends approval of this Final Plat/Final PUD Plan as submitted, with the following conditions:

1. To be met no later than 12/19/2025, for submittal to City Council:
   (a) Obtain Engineering staff approval of Construction Plans and Engineering Estimate.
2. To be met after City Council approval but before plat recording:
   (a) Execute a Subdivider's Agreement with the City

(b) Provide required financial guarantee for the construction of any required public improvements not installed at time of plat recording.
(c) Pay Engineering Inspection fee.
(d) Install street lights.

3. To be met after plat recording:
(a) Transfer ownership of the Lot 271 to the Summer Brooke South HOA and record a Conservation Easement across this parcel.

Since the applicant is seeking plat approval prior to installation of public improvements, City Council must also approve the plat. Additionally, City Council must authorize the Subdivider's Agreement between the developer and the City that details the developer's responsibilities to install public improvements in a timely manner, along with provisions for a financial guarantee for such improvements. The applicant intends to seek such approval, enter into the agreement, and install utilities and the base layers of roadway pavement before recording the plat. Any remaining improvements not installed at the time of plat recording must be guaranteed by a performance bond or similar financial guarantee.

RECORD PLAN

SUMMER BROOKE SOUTH SECTION 6B

MILITARY SURVEY No. 548
CITY OF XENIA, XENIA TOWNSHIP,
GREENE COUNTY, OHIO

CONTAINING 30.502 ACRES

NOVEMBER 2025

DEDICATION FOR PUBLIC USE AND ACKNOWLEDGEMENT

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LAND HEREON PLATTED, DO HEREBY ACKNOWLEDGE THE SIGNING AND EXECUTION OF THIS PLAT TO BE OUR VOLUNTARY ACT AND DEED AND DO HEREBY DEDICATE ALL STREETS, RIGHT-OF-WAYS AND RESERVE ANY EASEMENTS SHOWN ON THE WITHIN PLAT TO THE PUBLIC USE FOREVER. EASEMENTS SHOWN ON THIS PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF WATER LINES, GAS LINES, STORM SEWER DRAINAGE, SANITARY SEWER, ELECTRIC, TELEPHONE OR OTHER UTILITIES OR SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND FOR PROVIDING OF INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSE, AND ARE TO BE MAINTAINED AS SUCH FOREVER.

OWNER: ARNOLD DEVELOPMENT COMPANY

SIGNATURE: _____

PRINTED: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20__ BY _____ OF ARNOLD DEVELOPMENT COMPANY AN OHIO CORPORATION.

NOTARY PUBLIC _____

LIEN HOLDERS

NVR, INC., HOLDER OF THAT CERTAIN OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND PROFITS, SECURITY AGREEMENT AND FIXTURE FILING EXECUTED ON NOVEMBER 29, 2021, AND FILED FOR RECORD ON DECEMBER 27, 2021 IN DEED 202103111G, OF THE GREENE COUNTY, OHIO RECORDER'S OFFICE RECORDS, HEREBY CONSENTS TO THE RECORDING OF THIS PLAT THIS DAY OF_____, 20___.

NVR, INC.

SIGNATURE: _____

PRINTED: _____

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED THAT ON THE___ DAY OF_____, 20___ , BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME _____, WHO ON BEHALF OF SAID NVR, INC., ACKNOWLEDGED THE SIGNING AND EXECUTION OF THIS PLAT TO BE HER VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST FORESAID.

_____
NOTARY PUBLIC

HOMEOWNERS ASSOCIATION RESTRICTIONS

ALL OF THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSIGNMENTS AND ARTICLES OF INCORPORATION OR BY-LAWS OF SUMMER BROOKE HOMEOWNERS ASSOCIATION, WHICH WILL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF ALL OPEN SPACE LOTS AND RETENTION/DETENTION PONDS, ALL OF WHICH IS RECORDED IN INSTRUMENT NUMBER _____ OF THE GREENE COUNTY RECORDER'S RECORDS.

CITY OF XENIA - CITY COUNCIL

THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF XENIA ON THIS ___ DAY OF _____ , 20____

_____
WESLEY E. SMITH,
PRESIDENT OF COUNCIL

_____
MICHELLE JOHNSON
CLERK OF XENIA CITY COUNCIL

CITY OF XENIA - PLANNING AND ZONING COMMISSION

THIS PLAT WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF XENIA ON THIS ___ DAY OF _____ , 20____

_____
WILLIAM J. URSCHEL, CHAIR

_____
MICHELLE JOHNSON, CLERK OF XENIA
PLANNING AND ZONING COMMISSION

_____
BRIAN FORSCHNER, CITY PLANNER

GREENE COUNTY AUDITOR

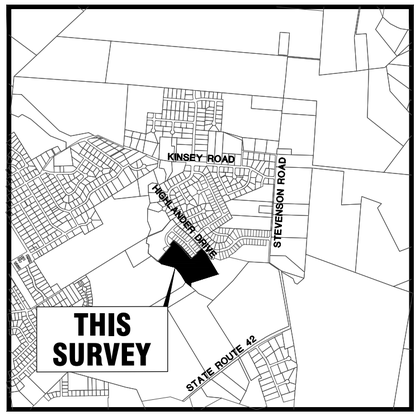
I HEREBY CERTIFY THIS SUBDIVISION WAS APPROVED FOR TRANSFER ON _____ , 20_____

_____
GREENE COUNTY AUDITOR

GREENE COUNTY RECORDER

*FILE NO.*_____
*RECEIVED:*_____
*RECORDED ON:*_____
*TIME:*_____
PLAT CABINET _____ , PAGES _____
*FEE:*_____

_____.
GREENE COUNTY RECORDER



VICINITY MAP

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.14′	N41°43′56″W
L2	30.53′	N50°43′25″W
L3	25.00′	N48°16′04″E
L4	45.02′	N48°16′04″E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH DIST	CH BEARING
C1	550.00′	44.38′	04°37′22″	44.36′	N22°28′49″E
C2	500.00′	13.92′	01°35′43″	13.92′	N25°35′22″E
C3	175.00′	6.98′	02°17′06″	6.98′	N49°34′52″W
C4	680.00′	106.71′	08°59′29″	106.60′	S46°13′40″E
C5	525.00′	221.05′	24°07′29″	219.42′	N36°51′15″E
C6	200.00′	314.16′	90°00′00″	282.84′	N86°43′56″W
C7	655.00′	5.69′	00°29′52″	5.69′	S50°28′29″E
C8	655.00′	76.76′	06°42′51″	76.71′	S46°52′08″E
C9	655.00′	20.34′	01°46′46″	20.34′	S42°37′19″E
C10	705.00′	31.21′	02°32′12″	31.21′	N49°27′19″W
C11	705.00′	62.79′	05°06′12″	62.77′	N45°38′07″W
C12	705.00′	16.63′	01°21′05″	16.63′	S42°24′28″E
C13	25.00′	39.27′	90°00′00″	35.36′	N86°43′56″W
C14	25.00′	39.27′	90°00′00″	35.36′	N03°16′04″E
C15	50.00′	29.77′	34°07′04″	29.34′	S58°47′28″E
C16	50.00′	44.82′	51°21′31″	43.33′	N78°28′15″E
C17	50.00′	44.82′	51°21′31″	43.33′	N27°06′44″E
C18	50.00′	48.44′	55°30′31″	46.57′	N26°19′17″W
C19	50.00′	50.78′	58°11′07″	48.62′	N83°10′06″W
C20	50.00′	218.63′	250°31′44″	81.65′	S13°00′13″W
C21	25.00′	30.77′	70°31′44″	28.87′	N76°59′47″W
C22	25.00′	39.27′	90°00′00″	35.36′	S86°43′56″E
C23	225.00′	77.17′	19°39′09″	76.80′	N51°33′30″W
C24	225.00′	98.84′	25°10′14″	98.05′	N73°58′11″W
C25	225.00′	58.07′	14°47′11″	57.90′	N86°03′07″E
C26	225.00′	58.67′	14°56′21″	58.50′	N71°11′21″E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH DIST	CH BEARING
C27	225.00′	50.68′	12°54′20″	50.57′	N57°16′00″E
C28	25.00′	15.01′	34°24′28″	14.79′	N68°01′03″E
C29	25.00′	5.01′	11°29′19″	5.00′	S89°02′03″E
C30	50.00′	51.81′	59°22′04″	49.52′	N67°01′34″E
C31	50.00′	44.82′	51°21′31″	43.33′	N11°39′46″E
C32	50.00′	43.24′	49°32′57″	41.90′	N38°47′27″W
C33	50.00′	46.40′	53°10′05″	44.75′	S89°51′02″W
C34	50.00′	54.81′	62°48′23″	52.11′	S31°51′48″W
C35	50.00′	241.07′	276°15′00″	66.75′	N41°24′54″W
C36	25.00′	22.62′	51°50′28″	21.86′	S26°22′51″W
C37	175.00′	186.39′	61°01′29″	177.70′	S82°48′49″W
C38	175.00′	76.18′	24°56′31″	75.58′	N54°12′11″W
C39	25.00′	35.85′	82°09′15″	32.85′	N00°39′18″W
C40	550.00′	70.00′	07°17′33″	69.95′	N36°46′33″E
C41	550.00′	62.21′	06°28′49″	62.17′	N29°53′22″E
C42	550.00′	17.83′	01°51′27″	17.83′	N25°43′14″E
C43	500.00′	107.94′	12°22′09″	107.73′	N32°34′18″E
C44	25.00′	43.42′	99°30′42″	38.16′	S88°30′43″W
C45	25.00′	39.27′	90°00′00″	35.36′	S03°16′04″W
C46	525.00′	34.45′	03°45′35″	34.44′	S47°02′12″W
C47	525.00′	186.60′	20°21′54″	185.62′	S34°58′27″W
C48	655.00′	102.79′	08°59′29″	102.68′	S46°13′40″E
C49	705.00′	110.64′	08°59′29″	110.52′	S46°13′40″E
C50	175.00′	262.57′	85°58′00″	238.62′	S84°42′56″E
C51	225.00′	343.43′	87°27′15″	311.05′	S85°27′33″E
C52	25.00′	20.03′	45°53′46″	19.49′	S73°45′43″W

DESCRIPTION

THE WITHIN RECORD PLAN IS A SUBDIVISION OF 30.502 ACRES, BEING ALL OF THE REMAINING 52.309 ACRE TRACT OF LAND, BEING PARCEL M40000200270000200 AS CONVEYED TO ARNOLD DEVELOPMENT COMPANY BY THE DEED RECORDED IN OFFICIAL RECORD 2560, PAGE 853 AND ALL OF THE REMAINING 36.322 ACRE TRACT OF LAND, BEING PARCEL M40000200280000100 AS CONVEYED TO ARNOLD DEVELOPMENT COMPANY BY THE DEED RECORDED IN OFFICIAL RECORD 2501, PAGE 577 OF THE DEED RECORDS OF GREENE COUNTY, OHIO.

AREA SUMMARY

60 BUILDING LOTS (210-270)	*15.082 ACRES*
1 OPEN SPACE LOT	*12.342 ACRES*
DEDICATED STREET R/W (NEW)	*3.078 ACRES*
TOTAL	*30.502 ACRES*

REFERENCES

P.C. 30, PG. 141A-143B
P.C. 30, PG. 279B-282A
P.C. 30, PG. 398A-399B
P.C. 30, PG. 400A-402A
P.C. 32, PG. 291B-292A
P.C. 39, PG. 342B-343B
P.C. 39, PG. 191B-192B
P.C. XX, PG. XXXX-XXXX
S.R. 15-033
S.R. 29-105
S.R. 37-122
S.R. 44-089

OWNER

ARNOLD DEVELOPMENT COMPANY
2495 COMMONS BLVD.
BEAVERCREEK, OHIO 45431

DEVELOPER

ARNOLD ENTERPRISES INC.
630 ORCHARD LANE
P.O. BOX 218
BEAVERCREEK, OHIO 45434
PH. (937) 426-5031

EASEMENTS

A FIVE FOOT (5') PRIVATE DRAINAGE EASEMENT SHALL BE RESERVED ON ALL COMMON LOT LINES UNLESS OTHERWISE NOTED ON PLAT.

EASEMENTS SHOWN ON THE INTERIOR LOTS SHALL BE RESERVED FOR THE PUBLIC USE.

THE OPEN SPACE (LOT #271) SHALL BE RESERVED AS DRAINAGE EASEMENT FOR THE CONSTRUCTION OF STORM WATER RETENTION & DETENTION BASINS, STORM SEWERS, DRAINAGE WAYS, OUTDOOR ACTIVITY AREAS, AND CONSERVATION EASEMENTS.

THE CONSERVATION EASEMENT FOR OPEN SPACE LOT #271 OF SUMMER BROOKE SECTION 6B IS RECORDED IN INSTRUMENT NUMBER_____.

STORM WATER DRAINAGE NOTES:

THE HOMEOWNERS ASSOCIATION SHALL MAINTAIN DRAINAGE EASEMENTS, SWALES, DITCHES, AND DETENTION AND RETENTION BASINS OUTSIDE OF PUBLIC RIGHT-OF-WAY. EASEMENTS SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS THAT COULD PREVENT MAINTENANCE OF DRAINAGE FACILITIES. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "DRAINAGE EASEMENTS" ARE DEDICATED TO SUMMER BROOKE SOUTH HOMEOWNERS ASSOCIATION. THE CITY OF XENIA, GREENE COUNTY COMMISSIONERS, AND THE BOARD OF TRUSTEES OF XENIA TOWNSHIP ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR WATERCOURSE OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT IS A TRUE, COMPLETE SURVEY MADE UNDER MY SUPERVISION, AND THAT ALL MONUMENTS WILL BE SET AT ALL LOT CORNERS AFTER CONSTRUCTION OF STREETS AND UTILITIES. THIS SUBDIVISION WAS PREPARED IN ACCORDANCE WITH THE OHIO ADMINISTRATIVE CODE CHAPTER 4733.37 AND CONFORMS TO OHIO REVISED CODE CHAPTER 711 FOR PLATS.

_____ _____
ALLEN J. BERTKE, P.S. #8629 *DATE*

STATE OF OHIO ALLEN J. BERTKE REGISTERED PROFESSIONAL SURVEYOR

SUBMITTED FOR REVIEW

THIS INSTRUMENT WAS PREPARED BY:

Choice One Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554

www.CHOICEONEENGINEERING.com

DATE:	11-04-2025
DRAWN BY:	RAP
JOB NUMBER:	GREXEN2509
SHEET NUMBER	1 OF 4

RECORD PLAN

SUMMER BROOKE SOUTH SECTION 6B

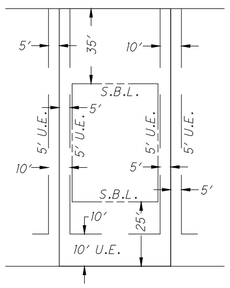
MILITARY SURVEY No. 548
CITY OF XENIA, XENIA TOWNSHIP,
GREENE COUNTY, OHIO

CONTAINING 30.502 ACRES

NOVEMBER 2025

TYPICAL LOT DETAIL

NOT TO SCALE



STREET

MIN. AREA = 8100 SF/0.186 AC.
MIN. WIDTH AT SETBACK = 65'
MIN. FRONT SETBACK = 25'
MIN. REAR SETBACK = 35'
MIN. SIDE SETBACK = 6'
MIN. DWELLING SIZE = 1,550 SF
S.B.L. = SETBACK LINE
U.E. = UTILITY EASEMENT

LOT 206 LOT 205 LOT 204 LOT 203 LOT 202 LOT 201 LOT 200 LOT 199 LOT 198 LOT 197 LOT 196 LOT 207 LOT 208

SUMMER BROOKE SECTION 6A P.C. XX, PG. XXXX-XXXX

ASHBROOKE LANE 50' R/W

#210 0.201 AC. | #211 0.201 AC. | #212 0.209 AC. | #213 0.216 AC. | #214 0.205 AC. | #215 0.201 AC. | #216 0.201 AC. | #217 0.201 AC. | #218 0.201 AC. | #219 0.201 AC. | #220 0.201 AC. | #221 0.201 AC. | #222 0.201 AC.

#270 0.201 AC. | #269 0.201 AC. | #268 0.212 AC. | #267 0.205 AC. | #266 0.201 AC. | #265 0.201 AC. | #264 0.201 AC. | #263 0.201 AC. | #262 0.201 AC. | #261 0.201 AC. | #260 0.201 AC. | #259 0.201 AC. | #258 0.201 AC.

EX. 25' STORM EASEMENT P.C. ___ PG. ___
EX. 75'X50' INGRESS/EGRESS AND WATER EASEMENT
EX. 30' SANITARY EASEMENT
10' UTILITY EASEMENT
25' STORM EASEMENT

OPEN SPACE #271 12.342 AC.

OPEN SPACE LOT 209

EX. 30' SANITARY EASEMENT P.C. ___ PG. ___
EX. 15' SANITARY EASEMENT D.B. 113 PG. 497

OHIO STATE PLANE SOUTH
N:624909.853
E:1570885.762

GOECKE ENTERPRISES INC.
O.R. 1380, PG. 321
66.358 ACRES
S.R. 20/49

SEE SHEET 3 OF 4

LEGEND

- MAG NAIL SET
- MAG NAIL FOUND
- 5/8" X 30" REBAR W/CAP SET
- IRON PIN FOUND
- IRON PIPE FOUND
- NEW EASEMENT LINE
- NEW SETBACK LINE
- EX. SUBDIVISION LINE
- EX. EASEMENT LINE
- EXISTING EASEMENTS AS LABELED PER SUMMER BROOKE SOUTH SECTION 6A SHALL BE VACATED BY THIS PLAT

THE BEARINGS ARE BASED ON NAD 83, OHIO SOUTH ZONE, ODOT RTN CORS NETWORK

SCALE: 1"=60'

0 30 60 120

SEE SHEET 1 OF 4 FOR CURVE TABLE

SUBMITTED FOR REVIEW

STATE OF OHIO ALAN J. BERTKE REGISTERED PROFESSIONAL SURVEYOR

THIS INSTRUMENT WAS PREPARED BY:

Choice One Engineering
SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

DATE:	11-04-2025
DRAWN BY:	RAP
JOB NUMBER:	GREXEN2509
SHEET NUMBER	2 OF 4

RECORD PLAN

SUMMER BROOKE SOUTH SECTION 6B

MILITARY SURVEY No. 548
CITY OF XENIA, XENIA TOWNSHIP,
GREENE COUNTY, OHIO

CONTAINING 30.502 ACRES

NOVEMBER 2025



LEGEND

- MAG NAIL SET
- MAG NAIL FOUND
- 5/8" X 30" REBAR W/CAP SET
- IRON PIN FOUND
- IRON PIPE FOUND
- NEW EASEMENT LINE
- NEW SETBACK LINE
- EX. SUBDIVISION LINE
- EX. EASEMENT LINE
- EXISTING EASEMENTS AS LABELED PER SUMMER BROOKE SOUTH SECTION 6A SHALL BE VACATED BY THIS PLAT

THE BEARINGS ARE BASED ON NAD 83, OHIO SOUTH ZONE, ODOT RTN CORS NETWORK

SCALE: 1"=60'

0 30 60 120

SEE SHEET 1 OF 4 FOR CURVE TABLE

SUBMITTED FOR REVIEW

THIS INSTRUMENT WAS PREPARED BY:

Choice One Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554

www.CHOICEONEENGINEERING.com

DATE:	11-04-2025
DRAWN BY:	RAP
JOB NUMBER:	GREXEN2509
SHEET NUMBER	3 OF 4

RECORD PLAN

SUMMER BROOKE SOUTH SECTION 6B

MILITARY SURVEY No. 548
CITY OF XENIA, XENIA TOWNSHIP,
GREENE COUNTY, OHIO

CONTAINING 30.502 ACRES

NOVEMBER 2025

LEGEND

- MAG NAIL SET
- MAG NAIL FOUND
- 5/8" X 30" REBAR W/CAP SET
- IRON PIN FOUND
- IRON PIPE FOUND
- NEW EASEMENT LINE
- NEW SETBACK LINE
- EX. SUBDIVISION LINE
- EX. EASEMENT LINE
- EXISTING EASEMENTS AS LABELED PER SUMMER BROOKE SOUTH SECTION 6A SHALL BE VACATED BY THIS PLAT

THE BEARINGS ARE BASED ON NAD 83, OHIO SOUTH ZONE, ODOT RTN CORS NETWORK

SCALE: 1"=60'

0 30 60 120

OHIO STATE PLANE SOUTH
N:624911.7830
E:1573000.8120

SUMMER BROOKE SOUTH - SECTION FOUR
P.C. 39, PG. 191B-192B

OPEN SPACE LOT 107

S77°07'11"E R 483.39'

OPEN SPACE
#271
12.342
AC.

EX. 15' SANITARY EASEMENT
D.B. 113 PG. 497

15'

S39°53'22"W 575.64'

HARSON INVESTMENT, LTD.
O.R. 1685, PGS. 832-839
61.754 ACRES
S.R. 28/207

EX. 15' SANITARY EASEMENT
D.B. 113 PG. 497

S45°21'59"W 653.30'

BROOKE LANE 50' R/W

MARBELLA COURT 50' R/W

CONNOR DRIVE 50' R/W

SUMMER BROOKE SECTION THREE-B
P.C. 30, PG. 400A-402A

SUMMER BROOKE SECTION 6A
P.C. XX, PG. XXXX-XXXX

#228 0.201 AC.	#227 0.201 AC.	#226 0.201 AC.	#225 0.201 AC.
#224 0.277 AC.	#229 0.199 AC.	#230 0.199 AC.	#231 0.199 AC.
#232 0.199 AC.	#233 0.284 AC.	#234 0.239 AC.	#235 0.242 AC.
#236 0.373 AC.	#237 0.567 AC.	#238 0.506 AC.	#239 0.438 AC.
#240 0.340 AC.	#241 0.271 AC.	#242 0.202 AC.	#243 0.235 AC.
#244 0.246 AC.	#245 0.417 AC.	#246 0.331 AC.	#247 0.224 AC.

LOT 79, LOT 80, LOT 81, LOT 82, LOT 122, LOT 123, LOT 124, LOT 125, LOT 195, LOT 196

ACCESS, EGRESS AND UTILITY EASEMENT 60' X 75'

SEE SHEET 3 OF 4

SEE SHEET 3 OF 4

SEE SHEET 1 OF 4 FOR CURVE TABLE

SUBMITTED FOR REVIEW

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

DATE: 11-04-2025
DRAWN BY: RAP
JOB NUMBER: GREXEN2509
SHEET NUMBER 4 OF 4

XENIA CITY COUNCIL
LEGISLATIVE COVER MEMO

Procedural History & Timeline:
Presentation & Vote: January 8, 2026
Effective Date: January 8, 2026

Agenda Item: **RESOLUTION 2026 – 002**
SUPPORTING THE CITY OF XENIA'S APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE RESIDENTIAL ECONOMIC DEVELOPMENT DISTRICT GRANT PROGRAM

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

Summary: The Residential Economic Development District (REDD) Program, passed by the Ohio General Assembly in the state's 2025 biennium budget, awards grants to support the creation of workforce housing near major economic development projects across the state. Approximately $10 million in funds is available statewide for the first award period. A "major economic development project" is defined as a project that is expected to create at least 700 jobs and/or $700 million in private investments in new or existing buildings, machinery, equipment, furniture, fixtures or inventory. Further, a REDD is defined as all parcels of land within a 20-mile radius of a major economic development project.

The REDD grant materials identify the following projects, initiated between 2015 to 2025, that are within 20 miles of Xenia:

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

(Not listed in the grant materials was L-H Battery Company, the joint venture between LG and Honda to invest $3.5 billion in an EV battery manufacturing plant in Jeffersonville, projected to employ 2,200 employees, within 20 miles of Xenia)

The REDD Program can provide between $250,000 and $2.5 million to assist with a broad range of capital, site preparation, infrastructure and service costs to support a housing development of at least 100 units. The Program requires recipient communities to implement "pro-housing development policies," such as zoning and/or incentives that eliminate barriers to developing housing, particularly high-density developments. The grant does not mandate that housing meet a specific affordability metric, but higher scores will be given to projects with greater density (units/acre) of housing, small building setbacks, and public assistance with fees, studies or infrastructure. The housing development project must be relatively imminent (i.e., site control and developer in place), and funds must be spent by January 31, 2027.

Given these factors, staff felt that the residential components of the Xenia Market District project would be a good fit for the REDD program. Approximately 296 units are planned in the Market District, including near-term townhomes and longer-term multi-family, mixed-use buildings. The project's approved density, as well as the

public-private partnership in place, should allow the Market District to score well. The City is requesting $1,804,544 in grant funds to cover onsite utilities, earthwork and paving for the residential phases.

No local matching funds are required. Staff will document the City's contributions to date to support the Market District project in the grant application. The REDD grant funds will expedite the residential components of the Market District project and free up developer and City resources for future phases and ensuring a high level of quality in the development. This assistance will also help to overcome potential builder hesitancy in early phases due to a lack of comparable projects in the Xenia market. Expediting development will have the added benefit of expediting payments of TIF revenues to cover the City's debt services associated with the Market District.

The application deadline is January 16, 2026. If awarded, the grant period will be February 1, 2026, to January 31, 2027 (assuming there are no delays in executing a grant agreement). If the City does not receive the grant, there will be another opportunity to apply to this program in FY 2027.

Cover Memo Attachments: None

Budgetary Impact: Total grant request is $1,804,544 (361 fund)

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

Recommendation: Pass Resolution 2026-002, supporting the City of Xenia's application to the Ohio Department of Development for the FY 2026 Residential Economic Development District Grant Program.

CITY OF XENIA, OHIO
RESOLUTION 2025 – 002

SUPPORTING THE CITY OF XENIA'S APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE RESIDENTIAL ECONOMIC DEVELOPMENT DISTRICT GRANT PROGRAM

WHEREAS, The Ohio Department of Development (ODOD) is accepting applications for funding to support workforce housing projects under its new Residential Economic Development District (REDD) program; and

WHEREAS, this Council has determined that the residential component of the Xenia Market District is a needed and appropriate project to submit to ODOD for REDD funding for fiscal year 2026,

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

Section 1. This Council deems the Xenia Market District residential phases to be a top priority for ODOD's REDD program and supports the City Manager's application to ODOD for REDD funding.

Section 2. The City Manager is hereby authorized to execute all necessary documents related to said application and program activities, to take all other necessary and proper actions to secure the funding sought by the application, and to cause compliance with all reporting requirements required by ODOD as required as a part of the funding process.

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

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

Passed: January 8, 2026

Attest: Xenia City Council President

Amy E. Brown
City Clerk