

KENTON CITY COUNCIL

17th REGULAR SESSION

September 14, 2026

7:00 PM

Council Chambers

AGENDA

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

APPROVAL OF PRIOR MINUTES

CITIZENS REQUESTING TIME TO SPEAK

EXECUTIVE SESSION

- Per ORC 121.22(G)(4) to review labor negotiations.

COMMUNICATIONS

- Liquor Permit
- Planning Commission Letter

PETITIONS

ADMINISTRATION REPORTS:

- Police Chief
- Fire Chief
- Public Works
- Economic Development*
- Income Tax*
- Auditor
- Treasurer
- Law Director
- Safety Service Director*
- Mayor

* Denotes written report included in packet

REPORTS & SCHEDULING OF STANDING COMMITTEES AND/OR SPECIAL COMMITTEES:

- | | | |
|--|----------------------------|--------|
| - Finance | October 12 th | 5:30pm |
| - Management, Organization and Personnel | | |
| - Public Utilities | September 16 th | 3:30pm |
| - Streets, Alleys, and Sidewalks | September 30 th | 3:30pm |
| - Legislation, Codes and Regulations | September 17 th | 3:30pm |

REPORTS FROM COUNCIL MEMBERS:

- | | | |
|--------------------------------|----------------------------|--------|
| - Regional Planning | | |
| - Parks & Rec Board | September 16 th | 6:00pm |
| - Grove Cemetery Board | | |
| - Shade Tree Commission | September 23 rd | 6:00pm |
| - BKP Ambulance District Board | | |

OLD BUSINESS:

NEW BUSINESS:

ORDINANCES / RESOLUTIONS:

1ST READING:

- **ORDINANCE NO. 26-023, TITLE ONLY;** AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ADVERTISE FOR ANNUAL COMMODITY BIDS FOR CALENDAR YEAR 2027 AND TO CONTRACT WITH THE LOWEST AND/OR BEST BIDDERS AND DECLARING AN EMERGENCY.
- **ORDINANCE NO. 26-024, TITLE ONLY;** AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND RECISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; AND TO REPEAL ORDINANCE AND RESOLUTIONS IN CONFLICT THEREWITH.
- **ORDINANCE NO. 26-025, TITLE ONLY;** AN ORDINANCE PROVIDING FOR ADDITIONAL APPROPRIATIONS AND FOR TRANSFERRING OF FUNDS FOR THE YEAR 2026, FOR THE CITY OF KENTON, OHIO, AND DECLARING AN EMERGENCY.
- **ORDINANCE NO. 26-026, TITLE ONLY;** AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE DEVELOPMENT OF DATA CENTERS IN THE CITY OF KENTON AND DECLARING AN EMERGENCY.
- **ORDINANCE NO. 26-027, TITLE ONLY;** AN ORDINANCE AUTHORIZING THE CITY OF KENTON, OHIO TO ENTER INTO A HIGHWAY IMPROVEMENT PROJECT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND DECLARING AN EMERGENCY.
- **RESOLUTION NO. 013-26, TITLE ONLY;** A RESOLUTION AUTHORIZING THE SALE OF PERSONAL PROPERTY NOT NEEDED FOR MUNICIPAL PURPOSES, AND DECLARING AN EMERGENCY.
- ***RESOLUTION NO. 014-26, TITLE ONLY;** RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.
- **RESOLUTION NO. 015-26, TITLE ONLY;** A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF KENTON, OHIO TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR LEIGHTON STREET BRIDGE WITH DGL CONSULTING ENGINEERS, LLC AND DECLARING AN EMERGENCY.

2nd READING:

None.

3rd READING:

- **RESOLUTION NO. 012-26, TITLE ONLY;** A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED FOR THE CITY OF KENTON, DETROIT STREET PHASE 2 IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

OTHER MATTERS

COMMENTS FROM THE PUBLIC

COMMENTS FROM THE NEWS MEDIA

COMMENTS FROM COUNCIL MEMBERS AND ADMINISTRATION

ADJOURN

NEXT REGULAR MEETING--Monday, September 28, 2026, 7PM

RECORD OF PROCEEDINGS

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Minutes of

KENTON CITY COUNCIL

Meeting

Lilienthal Southeastern, Inc., 1-800-837-1904, Re-Order 66655K

Held

August 24, 2026

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16th REGULAR SESSION:

Kenton City Council met in their 16th Regular Session on August 24, 2026, at 7:00 PM, in Council Chambers. Present: Sue Fox-Buroker, Lydia Miller, Cliff Wynegar, Chad Miller, Pegg Wren, Doris Blum, Robin Jones, Mayor Lynn Webb, Safety Service Director Cindy Murray, President Joel Althausen. Absent: Law Director John Schwemer.

Prayer given by Mr. Althausen: Heavenly Father, we come before You as a council and administrators for this city. We gather here to consider issues affecting our people and we call upon You to fill us with the wisdom and knowledge needed to address the issues at hand. Thank You, Lord, for guiding us through the many projects and issues we have addressed thus far. We pray that You guide us forward through this meeting and beyond. In Your Name we pray, Amen.

Pledge of Allegiance recited.

MINUTES:

Althausen: Are there any additions or corrections to the minutes from the last meeting? Hearing none, they'll stand approved as submitted.

CITIZENS REQUESTING TIME TO SPEAK:

Althausen: we do have Chuck Dixon here, wants to talk a little bit about the topic of your choice. So, Chuck, I think you know the drill by now. Chuck Dixon: Good evening. As the president said, I'm Chuck Dixon. I have been attending the charter committee meetings. As everyone knows, there are 15 positions available to serve on the committee. I'm pleased to announce there were 17 petitions taken out. 16 were returned, so we will have a full slate of candidates. That's all I have.

Althausen: Excellent. Thanks Chuck. Appreciate that. If anyone else wants to address Council, we can do that now, or we can do that at the end under public comments

COMMUNICATIONS:

None.

PETITIONS:

None.

ADMINISTRATION REPORTS:

Althausen: Chief Musser?

Musser: Nothing tonight, thank you.

Althausen: Chief Donnelly?

Chief Donnelly: I guess I just wanted to say thanks for everybody that came out for the dedication service last Wednesday and stuff. Definitely better attended than what I anticipated and just glad to kind of see the community support on this and everything, and so just appreciate everybody being able to come out for that.

Althausen: Great, thanks Chief. Alright, Theron, Public Works?

Theron Gammon: How you guys doing?

Wren: Good.

Theron Gammon: You see we have a report, everyone has. So, it's been almost a month, we started doing it differently, how we do our daily task reports to give you guys a better breakdown of everything that happens. So, in the last almost month, 50% of our workload has been unplanned or urgent work. It's been added to our workload. Unplanned work includes water leaks, sinkholes, storm cleanup, traffic control, sewer issues, tree and brush removal, and residence requests. With this new log, we're using what piece of equipment, we're keeping track of what equipment was used, how many people on the job, what it took to complete the job if the job was completed, and a part of this daily log, we are getting in with GIS. So, everything is shot in and pictures are taken and then you have a digital copy of what was done. That's about it.

Jones: Did you get your little camera back?

Theron Gammon: Yes.

Jones: Good.

Theron Gammon: We tested it today. It had to go out to get repaired. The drive motor went bad and some seals. So, now we can get back to cameraing the sewers. It came back Thursday, last Thursday.

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Jones: It was a while for it to come back, wasn't it?

Theron Gammon: They had it for about three, four months?

Murray: Yeah.

Theron Gammon: It was a while. It got shipped to Cleveland, to Indianapolis, to Delaware, from Delaware to California, to Atlanta.

Murray: We've got a couple really crucial projects that we have to use that camera on right away.

Theron Gammon: Yep, we have...

Murray: Before September 11th, when Burl leaves.

Theron Gammon: We got Detroit Street, and we have a sewer issue down here for the bank, Peacock Water. Got some stuff going on down there.

Jones: Thank you, Theron.

Wren: Thank you.

Althaus: Any questions for Theron? Alright, this is great information. Thank you.

Theron Gammon: Thank you.

Althaus: Okay, anything you want to talk about Economic Development, Lynn? Alright, we'll just lump Income Tax, Auditor, all into one category, anything?

Kristy Scharf: State Auditor messaged today and they have now started the review for our audit, and I guess it was a warning (laughter). He said that they'll get in contact with me if they have questions. I guess he was putting me on alert. I would say a couple weeks, maybe.

Althaus: Thanks, Kristy. John's not here, so Cindy?

Murray: So, we had the pre-construction meeting at the water treatment plant today. The work probably will not start until the first of the year. So, that was good that at least we had that pre-con meeting and we know that we're on their schedule to come in and do the work. So, just a reminder school starts this Wednesday, so everybody needs to slow down. CSX did shut down the three intersections, or three crossings that they talked about. Again, everybody just needs to be patient. We're all using Main Street and Wayne Street so just everybody just needs to slow down and be patient. I'm sure the mayor is going to talk about fair. A lot happening before we meet again. September 3rd Stephanie Miller from ODNR will be here with the Tree Commission and they're going to walk to downtown to tell us which trees that she thinks are, is viable. They will also talk about the tree training on the downtown trees. We know some of the branches are low, but I would like the tree commission who's gone through the tree training with ODNR to be the ones that identify what needs to be trimmed and things like that, and if we have time we will also walk North Detroit Street to take a look at the trees up there, and the last thing I have, I was not forthcoming enough, but Burl Helton's last day here will be on September 11th. That's after 32 years of work. Maybe we might get him here at that next meeting on September, what, 14th? I don't know if we can get him year or not though. So, we're losing a ton of knowledge up here. We've been trying to gather it, and get it on the GIS and as much as we can, but I'm sure he'll be willing to come back and help us if we need help on certain things, so but I want to thank Burl for a tremendous amount of work that he's done for the city and dedication that he has had for us. That's it.

Althaus: Okay.

C. Miller: Is the meeting on the 3rd for the Tree Commission, is that an all-day type thing?

Murray: She's only going to be here for a couple hours, starting at 8:30.

Althaus: Any other questions? And I think you all got to notice of Burl's? Yeah, everybody got it. It was in the packet. I think we got an email, too didn't we, a separate one? Yeah. Okay, Lynn, anything you want to talk about right now?

Webb: We can talk about trees, and I don't wait for ODNR. So, we went ahead with when the rain came and stuff, street crew split up. Once it was not pouring down rain, part of the crew continued durapatching on two, but we took down the trees here in front of the movie theater, that block there. I don't know if you've noticed how beautiful they are, not. So, we thought that's a good time to go ahead and get those taken down and why we had, and then they were working on some alleys. We thought while they're out there, we would, might as well just hit Jacob Parrot. I would say all of them, but 15, how many were good? Three were good out of 15.

Buroker: They were bad?

Webb: Yeah. So, 12 were bad. Again, it's on top of the storm where they continue to break off, but I don't know, I mean, it might be something that it is a change, but again, for our mower guys that have to mow that, it's not a safe situation going around trees and this, that, and the other, but the condition of those trees were not ideal from a far stretch. So, right now we do not, just to make sure we

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have everybody on the same page, we do not have any plans. We have ideas for Jacob Parrott. The east side of Jacob Parrott is county owned. The west side is city owned. So, we do have some ideas on what we'd like to do out there about, you know, we've talked about possibly taking that boulevard out to widen it, to be able to put sidewalks, but that's just kind of at a think tank right now. We are not, we are not pursuing. We need to get funding for that. So, just to put rest it's not for a project. I made the call since the chipper was out, and I already took those down. I wanted to make sure in front of the movie theater so Rock the Block it was looking good and we don't...

C. Miller: So, were them trees, was it age? Were they bad off age or diseased or?

Webb: Diseased.

Murray: There are those ornamental pear trees which is an invasive species.

Althausen: Yeah.

Bradford pears.

Jones: They're outlawed in the state of Ohio, you can't plant them anymore.

C. Miller: Well, it's just good information to get out to the public.

Webb: So, guys, we'll finish up once everything dries out, level all that out, so if anybody asks or we can clarify, that's the why.

Althausen: Alright, any questions for Lynn and any update on how I mean, obviously making good progress, but they're about to wrap up the sidewalk, aren't they on...

Jones: I think so.

Murray: Yes.

Althausen: Pretty darn close. So, just so someone other folks can have their mind at ease, kind of got to let the contractor get out of there before we really start worrying about mowing and there's still cones sitting there. You don't know if they might have stakes. You can't just go rolling in and start mowing down beside the sidewalk when the contractor's still on the job. Hopefully everybody takes a chill pill.

REPORTS & SCHEDULING OF STANDING COMMITTEES AND/OR SPECIAL COMMITTEES:

Althausen: Finance has a meeting September 14th, but any report?

Blum: None.

Althausen: MOP, I know you've got a meeting coming up.

Jones: August 26th, right before the Streets and Alleys.

Murray: 2:45.

Wren: 2:45.

Althausen: And then Public Utilities looks like their meeting on September 16th

Jones: Yeah, we did made and we just talked about we still have a few from the transition to renters to owners, we have a few of those things we're trying to clear up and clearing up some things. We hired another person that starts next Monday. So, that will free up some time to get back to...

Murray: So that person is for Income Tax.

Jones: Yeah, well, sorry, that person's for Income Tax, but that will free up...

Murray: Lynn Chute.

Jones: Lynn Chute to go to customer service and then Angelica will have more time to concentrate on public utilities and water situations that come up. That's about it.

Althausen: Okay, Streets, Alleys, Sidewalks, got a meeting on August 26th at 3:30. Any kind of report tonight?

Wren: None, none tonight.

Althausen: Alright, and then Legislation, any report?

C. Miller: We are going to meet Thursday the 27th at 3:30. We have some legislation out with John right now that he's working on drafting, and so hopefully he'll have that by Thursday and we'll be able to review it and move forward with that.

Althausen: Okay, any update from Regional Planning?

Blum: They meet October 1st, next at 7 pm at the Sheriff's Department.

Althausen: And then Parks and Rec, kind of winding down, anything you want to talk about Robin?

Jones: We had a meeting and Thom Purcell just kind of went through things that are happening at the quarry. On August 29th there's a bass tournament out there from 7:00-1:00, and then on August 30th there is a Cop & Bobbers event for the first responders, police officers to fish with kids. You have to be accompanied by an adult and hours are from 5:00-8:00. The pool is closed. We're going to have a company come in and check for leak detection, and the shelter house at France Lake is up and Denny

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Hinton will be running the electric after the fair, and then we have Mason Bloom Memorial Disk Golf Tournament September 26th at Wharton Park. Tee-off is at 8:30. That's it.

Althaus: I don't know if any of you have been out to the quarry, I've never seen France like that full.

Jones: In his own pretty way.

Althaus: It's very pretty, but I mean, it is right up right where you come go in. I mean it's right up on the road. Okay, let's see, Grove Cemetery Board?

Buroker: Yeah, we met on September, what was last week, September 18th, I think it was?

Wynegar: August.

Buroker: Or August 18th. Yeah, and then we meet again September 1st.

Althaus: Anything you want to chat about the Tree Commission?

L. Miller: No, we're not going to meet until September the 23rd, but then, you know, I also we'll meet with Stephanie on September the 3rd. So, I don't know what.

Althaus: And the Ambulance District Board met a week ago tonight for their regularly scheduled meeting. Probably the biggest thing to report is the baby box. That is a facility where a newborn can be dropped off privately with no repercussions. That has been installed. It is not operational, but it, and you might think, oh, that's not a big thing. You ought to see it. It's a lot more involved than I thought it would be. There will be a blessing, and that will officially open it on September 15th is when they're planning, at one o'clock, and so that's something we hope it never is used, but it is there if the need arises. If you have any questions on that, feel free to ask me about it or I can have you talk with folks down there and get you in touch if you want more information.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

ORDINANCES /RESOLUTIONS:

1ST READING

- **ORDINANCE NO. 26-022, TITLE ONLY: AN ORDINANCE PROVIDING FOR ADDITIONAL APPROPRIATIONS AND FOR TRANSFERRING OF FUNDS FOR THE YEAR 2026, FOR THE CITY OF KENTON, OHIO, AND DECLARING AN EMERGENCY.**

Althaus: And Kristy has a very nice explanation. Anybody have any questions for her? Do you want to run through it? Pretty, nothing earth shattering, just some clean ups.

Kristy Scharf: The additional appropriations, all of them, all three of them we've already received the money, I just need the approval so that we can use it. This one we pulled new equipment was a memorial donation from the Kauffman family. They will put benches, I don't know how many benches?

Clerk: Two.

Kristy Scharf: Maybe a couple at the pool, and then the \$75.00 From the Rec programs, that was a late registration from the 5K. As far as the transfers, the Street fund and the Parks is mainly for, it'll be the last payroll for like the slide monitors and the cashiers, and then we needed to put some money on the mowers because they'll probably continue, probably till the end of October but those are just transfers. So, the Water, the \$99,800.00 is simply back on Ordinance 26-006, you approved the \$99,800.00, but it was on System Project Engineering, but we're now ready to use it, and it really needs to be on the Downtown Engineering so that we can keep all the downtown expenses together, so that's all that is, is just a transfer, line transfer, and then the \$228,791.00, that too is also getting ready to be used. Cindy, can you explain that one?

Murray: Yeah, so this is the change order, so when we wrote the original requisition for Helms for the water portion of the project, it was for what the bid price was that they submitted for, so four million, two hundred and some thousand. This additional money will cover the change orders that occurred during the project. So, like if we said, hey, we want another fire hydrant here, they would submit a change order and tell us what that additional cost is. All of that money still falls within the \$5 million grant that we got from the Ohio Department of Development. So, Ohio Department of Development paid for the entire water portion of the project, except for \$12,355.17.

Althaus: Any questions? Okay, looking for maybe a motion to move forward.

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Motion by Mrs. Wren and second by Mr. Wynegar that the rules requiring legislation of a permanent or general nature to be read on three separate days, be suspended for Ordinance No. 26-022.

(Roll call vote, 7 ayes, motion carried.)

Motion by Mrs. Buroker and second by Ms. Jones to adopt Ordinance No. 26-022.

Althausen: Any discussion?

(Roll call vote, 7 ayes, motion carried.)

2nd READING

- **RESOLUTION NO. 012-26, TITLE ONLY: A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED FOR THE CITY OF KENTON, DETROIT STREET PHASE 2 IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.**

Althausen: No changes, Cindy, no, still got time? Alright, if it's okay with you, all of you, we'll read that again at the next meeting, and that'll be our third reading.

3rd READING

None.

OTHER MATTERS:

None.

COMMENTS FROM THE PUBLIC:

Thad Gardner: Good evening, members of City Council. My name is Thad Gardner, and I live in Ward 2. I'm here to advocate for our children's future. The Ohio State University is conducting a vital baby tooth study to map long-term toxic and radioactive exposures. While researchers study three other counties, Hardin County's pediatric cancer and leukemia rates remain drastically higher. Our community is hurting and we desperately need answers. The root cause of this localized health crisis in Ohio traces back to a decades-long policy allowing the Ohio Department of Transportation and municipalities to spray raw oil, gas drilling wastewater and radioactive waste on public roads for ice control. State tests confirms this industrial wastewater is heavily laced with radium-226, a radioactive carcinogen with an unstoppable 1,600-year half-life. As this containment decays in our environment, it continuously degrades into dangerous radon gas, infiltrating our roadside dust, air, and soil for generations to come. My mother, father, and brother died from these cancers, and I know everybody in here knows people that have too. OSU incentivizes this critical research by offering participating families gift cards of \$40.00 for baby toenails, \$80.00 for baby teeth, or \$90.00 for both. Because our residents are already highly motivated to protect their kids, these financial incentives make broad community enrollment completely achievable. However, we cannot do this as isolated individuals. We need institutional backing. I'm asking this city council to pass a formal resolution requesting that OSU officially expand its study boundaries to include Hardin County. Give our community a voice, a seat at the table, and the answers our family deserves. Thank you for your attention to this matter, and I have an information packet right here. I'll leave with Lydia, and if you don't have any questions, I'm done.

Althausen: Any questions?

Jones: So, did you take that information to the Health Department? Because I think that would be a really good...

Thad Gardner: Oh, I think my city councilman should do it.

Jones: Well, we don't have a problem with that, but I mean, do you know what I'm saying? It would just be, as a concerned citizen, that would be good information for them to have.

Thad Gardner: Oh, okay. Will you go with me?

Jones: I will. When do you want to go? Let's go.

Thad Gardner: Want to exchange phone numbers?

Jones: We'll find out when the next meeting is and I'll go with you.

Thad Gardner: You want to exchange phone numbers?

Blum: It might be tomorrow.

Jones: It might be tomorrow. Do you have to be on the agenda there?

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Thad Gardner: Everything's right here and everything I gave to Lydia's right here. Everything that you need. It's all self-explanatory, Ohio State, it is all Ohio State stuff.

Jones: Lynn said she would take it for us.

Thad Gardner: She's fellow alumni.

Webb: No. Yeah, I can take it. I can take it. I'll be at the meeting.

Thad Gardner: Yeah, they've been spraying radioactive waste on Ohio roads for 40 years. They just stopped this year. They replaced it with 76.6% water. Guess what it turns into when it gets cold. Thank you.

Jones: Thank you, Thad.

Althausen: Thank you.

Wren: Thank you.

Webb: Thanks, Thad.

COMMENTS FROM THE NEWS MEDIA:

Althausen: Okay, comments from news media, maybe introductions or reintroduction.

Sean Blevins: (inaudible) Looking forward to doing more news stuff and even again (inaudible) when we need it.

Althausen: Great.

Jones: Thank you.

Althausen: Thank you for being here and again anytime you have questions especially right afterwards just corner whoever you need to, and we'll try to, we'll, try to set you straight. We always try to set Tim straight and we were never successful.

COMMENTS FROM COUNCIL MEMBERS AND ADMINISTRATION:

Althausen: Council Members, Administration, Kristy, any last words? Okay, Chief? Chief? The rest of you?

Wren: I have nothing.

C. Miller: No, thanks.

Blum: I understand we had some wonderful entertainment downtown this weekend.

Jones: It was really good, Saturday night.

Blum: Compliments of the Historic District and we've had concerts all summer long as Jennifer Rame has set up, and I think it speaks well of our community that we have something to offer our residents and entertainment that's free.

Jones: It was very, it was a very nice evening, really was good. I think there's the last one's October 5th?

Murray: September.

Jones: September 5th. Okay, and then they have the Halloween walk with, I don't know. It's been a fun set of series of concert. It's something to do on Saturday night.

Althausen: Okay, anything Cindy?

Murray: No.

Althausen: Lynn?

Webb: Hardin County Fair September 8th to the 13th, so we're going to have our booth will be a little smaller since we lost our booth, so we'll be in the Merchant's building somewhere. We have a little smaller one so look for us out there. Community-wide bring your questions we'll try to get you the answers and you'll look different out there, but man, they're working hard out there. They are working hard. So, I encourage everybody to go out support our fair and all the hard work that they've done to get it back to where we can have the fair.

Blum: I would add Mr. President that the event at the fire department with the new engine was quite something. It was very nice with Governor DeWine here, and our fire department looked spiffy and did a nice job with the presentation.

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Althauser: They always look spiffy, but boy, they really did in the pictures I saw, so anything else? Alright, so we've got a few weeks here. Our next meeting is September 14th. Lynn said after the fair, so a whole bunch of things happen between now and the next meeting. School starts, the fair, finished doing the railroads, an awful lot of things going on, so. I look forward to seeing you all back here at 7 o'clock, September 14th. Until then, we're adjourned.

Joel Althauser, Council President

Emma Nelson, Clerk



KENTON CITY COUNCIL
111 W FRANKLIN ST
KENTON OH 43326

NOTICE TO LEGISLATIVE AUTHORITY

10011408-2 PERMIT NUMBER		NEW TYPE	TO A Flight Above 11 North Detroit Kenton OH 43326
ISSUE DATE:			Muni/Village/Twp: Kenton
FILING DATE: 8/5/2026			
PERMIT CLASSES: D-5L			
33055 TAX DISTRICT	JUN	RECEIPT NO	
FROM 9/1/2026			
PERMIT NUMBER		TYPE	
ISSUE DATE:			
FILING DATE:			
PERMIT CLASSES:			
TAX DISTRICT	RECEIPT NO		

MAILED 9/1/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 10/02/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT
THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: **JUN NEW 10011408-2**
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING
BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of City Council
☐ Township Fiscal Officer

(Date)

(Printed Name)

(Email Address)

(Telephone No.)

August 26, 2026

TO: KENTON CITY COUNCIL

FROM: KENTON PLANNING COMMISSION

The Kenton Planning Commission held a Public Hearing on August 25 at 9:00 AM, in the Council Chambers of the Municipal Building, to consider a petition submitted by Anthony Taylor for a change in zoning classification for parcels located at Harris Street, from R1 (One and Two Family Resident District) to B3 (General Business District).

Accordingly, the Planning Commission would like to make the following recommendation:

- ☐ 1. Recommend that the application(s) be granted as requested.
- ☐ 2. Recommend a modification of the application(s).
- ☒ 3. Recommend that the application(s) not be granted.

In making this recommendation, the Commission wishes to advise City Council that its decision is based, in part, on drainage concerns brought to the Commission's attention by residents living near the proposed rezoning area. The Commission believes these concerns should be carefully considered before any change in zoning classification is approved.

David Schwemer, Chairman
Russ Blue
James Ramge



Economic & Community Development Report September 2026

Business Attraction

- Comprehensive Land Use Plan in progress.
 - Coordinating promotion efforts for the Community Survey, which will be open through September 30.

Business Retention & Expansion (BRE)

- Scheduling Remaining BRE meetings

Workforce Development

- Hardin Career Task Force/3E Program: Maddie Stotler is the new coordinator for the 3E program through the Midwest Regional ESC.
 - Hardin Northern has joined the participating schools, which now includes all county districts.
 - Review BAC agreement with Midwest Regional ESC.

Small Business & Entrepreneurship

- See resources in Economic Development Quarterly Newsletter

Community Development

- Village of Forest Council Business & Industry Committee: Continued efforts to revitalize downtown Forest.
 - Received a referral regarding an historic downtown building; outreach is continuing with the goal of returning the building to a revitalized condition and occupancy.
- Housing Coalition: Organized the Villages Committee meeting
 - Working on a Focus Group for Housing as part of the Comprehensive Land Use Plan.
- Consultation with Kenton Eagles

Other / Alliance Operations

- Ohio Auditor of State Keith Faber: Coordinated a roundtable discussion at the courthouse.
- Economic Development Breakfast Presenters: Toledo-Lucas County Port Authority (Jason Bartschy, Craig Teamer, Dana Clark) and Workforce Development Presenter Apollo Career Center (Tara Shepherd and Nick Sammetinger)
- Economic Development Quarterly Newsletter

Help Shape the Future of Hardin County!

Hardin County Comprehensive Land Use Plan Community Survey

Preserving Our Agricultural Roots • Planning Our Growth

Your Vision Through 2055

Hardin County is updating its **Comprehensive Land Use Plan** to guide community growth, infrastructure, and farmland preservation.

We need input from residents, business owners, and agricultural producers in EVERY township!

WHAT IS THE PLAN FOR?

Your survey answers will directly shape local priorities for:



Farmland Preservation

Protecting agricultural land & local farming operations



Infrastructure

Improving county roads, bridges & local drainage



Economic Growth

Supporting local businesses & downtown vitality



Land Use & Zoning

Directing smart development where infrastructure exists

HOW TO TAKE THE SURVEY



Scan Me with Phone

- Scan the QR code with your phone camera
- Complete the quick 5-minute online survey
- Make your voice heard for your township/community!
- **Deadline to participate: SEPTEMBER 30, 2026**

OR VISIT: <https://www.surveymonkey.com/r/XKSX7NB>

Produced in Partnership By:



Hardin County Regional Planning Commission
Hardin County Chamber & Business Alliance
Lima/Allen County Regional Planning Commission & WORPO
(Consultant)
Ohio Department of Agriculture (Grant Funder)



City of Kenton Income Tax 2026 Monthly Revenue Report

						Month: August	
	DIRECT	DIRECT	TOTAL				
	BUSINESS	INDIVIDUAL	DIRECT I/B	WITHHOLDING	MTD TOTAL ALL	YTD TOTALS	PCT
Jan-26	\$ 11,021.00	\$ 19,897.34	\$ 30,918.34	\$ 334,381.49	\$ 365,299.83	\$ 365,299.83	8%
Jan-25	\$36,669.00	\$ 24,990.31	\$ 61,659.31	\$ 296,729.65	\$ 358,388.96	\$ 358,388.96	8%
Feb-26	\$ 1,961.87	\$ 18,584.78	\$ 20,546.65	\$ 318,248.07	\$ 338,794.72	\$ 704,094.55	15%
Feb-25	\$ 40,932.91	\$ 12,650.64	\$ 53,583.55	\$ 326,697.41	\$ 380,280.96	\$ 738,669.92	15%
Mar-26	\$ 41,371.97	\$ 69,526.16	\$ 110,898.13	\$ 279,051.13	\$ 389,949.26	\$ 1,094,043.81	23%
Mar-25	\$ 39,161.03	\$ 67,250.54	\$ 106,411.57	\$ 257,693.54	\$ 364,105.11	\$ 1,102,775.03	23%
Apr-26	\$ 69,349.47	\$ 161,293.59	\$ 230,643.06	\$ 313,462.70	\$ 544,105.76	\$ 1,638,149.57	34%
Apr-25	\$ 61,303.49	\$ 118,762.84	\$ 180,066.33	\$ 345,579.85	\$ 525,646.18	\$ 1,628,421.21	34%
May-26	\$ 11,281.93	\$ 20,329.15	\$ 31,611.08	\$ 263,510.99	\$ 295,122.07	\$ 1,933,271.64	41%
May-25	\$ 19,150.89	\$ 83,106.15	\$ 102,257.04	\$ 251,808.32	\$ 354,065.36	\$ 1,982,486.57	42%
Jun-26	\$ 140,195.96	\$ 24,452.33	\$ 164,648.29	\$ 316,704.48	\$ 481,352.77	\$ 2,414,624.41	51%
Jun-25	\$ 88,197.18	\$ 21,181.82	\$ 109,379.00	\$ 333,926.37	\$ 443,305.37	\$ 2,425,791.94	51%
Jul-26	\$ 8,128.00	\$ 10,201.74	\$ 18,329.74	\$ 361,013.13	\$ 379,342.87	\$ 2,793,967.28	59%
Jul-25	\$ 5,610.00	\$ 9,311.00	\$ 14,921.00	\$ 296,942.25	\$ 311,863.25	\$ 2,737,655.19	57%
Aug-26	\$ 1,886.15	\$ 6,206.05	\$ 8,092.20	\$ 314,564.45	\$ 322,656.65	\$ 3,116,623.93	65%
Aug-25	\$ 15,183.92	\$ 5,024.00	\$ 20,207.92	\$ 301,771.79	\$ 321,979.71	\$ 3,059,634.90	64%
Sep-26			\$ -		\$ -	\$ 3,116,623.93	65%
Sep-25	\$ 31,163.76	\$ 14,895.00	\$ 46,058.76	\$ 324,274.48	\$ 370,333.24	\$ 3,429,968.14	72%
Oct-26			\$ -		\$ -	\$ 3,116,623.93	65%
Oct-25	\$ 11,529.86	\$ 12,965.25	\$ 24,495.11	\$ 321,713.23	\$ 346,208.34	\$ 3,776,176.48	79%
Nov-26			\$ -		\$ -	\$ 3,116,623.93	65%
Nov-25	\$ 11,167.13	\$ 4,114.34	\$ 15,281.47	\$ 302,293.61	\$ 317,575.08	\$ 4,093,751.56	86%
Dec-26			\$ -		\$ -	\$ 3,116,623.93	65%
Dec-25	\$ 35,425.27	\$ 6,263.00	\$ 41,688.27	\$ 303,271.40	\$ 344,959.67	\$ 4,438,711.23	93%
YTD proj	\$ 670,317.00	\$ 540,300.00	\$ 1,210,617.00	\$ 3,559,454.00	\$ 4,770,071.00	\$ 4,770,071.00	
***2026	\$ 285,196.35	\$ 330,491.14	\$ 615,687.49	\$ 2,500,936.44	\$ 3,116,623.93	\$ 3,116,623.93	65%
***2025	\$ 395,494.44	\$ 380,514.89	\$ 776,009.33	\$ 3,662,701.90	\$ 4,438,711.23	\$ 4,438,711.23	93%

AUGUST 2026 PROJECT UPDATE

To: Cindy Murray, Safety Service Director
City of Kenton, Ohio

From: Michele Risko
Wessler Engineering, Inc.

Date: September 4, 2026

Subject: WTP Phase I Improvements

Project No.: 709126-06-001

Current

- Preconstruction Meeting held 8/24/26
- Contractor submitted Schedule of Submittals on 8/26/26 and is currently under review
- Contractor will likely mobilize early next year
- Shop drawings are being reviewed as they are received
- 8 RFIs received to date and are being reviewed

Next Steps

- N/A

Change Orders

- None to Date

Budget

- Wessler \$29,681.32 / \$755,000.00 (4%)
- Kirk Bros. \$0.00 / \$6,384,000.00 (0%)

Items Requested from Owner

- None at this time

END

RKB:mkr:2026-08-21:Monthly Update
cc: File

ORDINANCE NO. 26-023

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR
TO ADVERTISE FOR ANNUAL COMMODITY BIDS
FOR CALENDAR YEAR 2027 AND TO CONTRACT
WITH THE LOWEST AND/OR BEST BIDDERS AND
DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENTON, OHIO:

SECTION I. That the Safety Service Director be and is hereby authorized and directed to advertise for Annual Commodity Bids for the year 2027 in accordance with the attached Schedule A, and to contract with the lowest and/or best bidders for said commodities.

SECTION II. That this Ordinance shall be an emergency measure, the particular emergency being the immediate need to contract for said commodities in order to secure the best prices available and to ensure the efficient functioning of the City. Therefore, for the immediate and best protection of the public welfare and convenience, this Ordinance shall be in force and effect from and after its passage by the Mayor.

Passed this ____ day of _____, 2026.

President of Council

Attest:

Clerk of Council

Approved this ____ day of _____, 2026.

Mayor

SCHEDULE A

2027 ANNUAL COMMODITIES

35,000 GALLONS - UNLEADED GASOLINE
10,000 GALLONS - #1 DIESEL
2,000 TONS - ASPHALTIC CONCRETE #404
100 TONS - BITUMINOUS COLD MIX T-34
35,000 TONS - STONE (#304.01, 1, 2, 4, 6, 68, 310.02, 9 & 8)
CAST IRON SERVICE BOXES
500 TONS - PEBBLE LIME
500 FEET EACH - COPPER TUBING (3/4" AND 1" TYPE K)
250 TONS - SODA ASH
9 TONS - CHLORINE
75,000 POUNDS - LIQUID CO₂
300 TONS - TREATED ROCK SALT

ORDINANCE NUMBER 26-024

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; AND TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City, and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council, but not heretofore included in the Codified Ordinances of the City, have now been made a part thereof, and

WHEREAS, certain sections of the Codified Ordinances of the City have been revised to conform to current State law;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENTON, OHIO:

SECTION I. The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

402.02, 402.04, 402.041, 402.05 to 402.055, 402.071, 402.073, 402.10, 402.111, 402.116, 402.14, 402.145, 402.175, 402.177, 402.179, 402.18, 402.189, 402.193, 402.197, 402.199, 402.226, 402.24, 402.277, 402.28, 402.30, 402.31, 402.32, 402.35, 402.353, 402.387, 402.39, 402.391, 402.399, 402.44, 402.47, 402.48, 402.49, 402.501, 402.515, 402.53, 402.55, 414.02 to 414.04, 414.06, 414.09, 414.10, 416.01, 416.03, 416.11, 416.12, 416.13, 432.155, 432.205, 432.31, 432.32 to 432.34, 432.42, 434.01, 434.03, 434.035, 434.07, 434.08, 434.09, 436.04, 436.071, 436.074, 436.09, 436.14, 438.235, 438.25, 438.28, 440.08, 442.01, 452.05, 606.06, 606.12, 606.165, 606.24, 624.01, 624.02, 624.03, 624.04, 624.05, 624.07, 624.08, 624.14, 624.16, 636.17, 636.20, 636.26, 636.28, 642.01, 642.02, 666.01 to 666.03, 666.21, 672.16, 698.03, 698.05

SECTION II. Pursuant to Ohio 731.23, the Clerk of Council shall publish, in a manner required by law, a notice of the enactment of this ordinance, containing the title of this ordinance, together with a summary of the new matter contained in the 2026 Replacement Pages for the Codified Ordinances, a copy of which summary is attached hereto as Exhibit A.

SECTION III. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section I of this ordinance are hereby repealed as of the effective date of this ordinance, except as follows:

- (a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to June 9, 2025.

SECTION IV. This ordinance shall, if approved by the requisite majority, be an emergency measure, the particular emergency being the immediate need to have an up-to-date codification of the City's legislation, one which is consistent with current State law, as required by the Ohio Constitution, with which to administer the affairs of the City and ensure law and order in the City. If this ordinance is not passed by the requisite majority, it shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

EXHIBIT A

SUMMARY OF NEW MATTER
CONTAINED IN THE 2026 REPLACEMENT PAGES
FOR THE
CODIFIED ORDINANCES OF KENTON, OHIO

New matter in the Codified Ordinances of Kenton, Ohio, as contained in the 2026 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
402.02	Definitions of agricultural tractor and traction engine.
402.04	Definition of arterial street or highway.
402.041	Definition of autocycle.
402.05	Definition of bicycle.
402.051	Definition of bicycle box.
402.052	Definition of bicycle lane.
402.053	Definition of bicycle signal face.
402.054	Definition of bicycle signal sign.
402.055	Definition of bikeway.
402.071	Definition of busway.
402.073	Definition of cab-enclosed motorcycle.
402.10	Definition of crosswalk.
402.111	Definition of driveway.
402.116	Definition of electronic.
402.14	Definition of expressway.
402.145	Definition of farm machinery.
402.175	Definition of highway traffic signal.
402.177	Definition of hybrid beacon.
402.179	Definition of in-road warning light.
402.18	Definition of intersection.
402.189	Definition of lane-use control signal.
402.193	Definition of limited driving privileges.
402.197	Definition of median.
402.199	Definition of motor-driven cycle or motor scooter.
402.226	Definition of natural resources officer.
402.24	Definition of pedestrian.
402.277	Definition of private road.
402.28	Definition of private road or driveway. (Repealed)
402.30	Definition of railroad.
402.31	Definition of railroad sign or signal.
402.32	Definition of railroad train. (Repealed)
402.35	Definition of roadway.
402.353	Definition of roundabout.
402.387	Definition of shoulder.
402.39	Definition of sidewalk.
402.391	Definition of site roadway open to public travel.

402.399 Definition of state.
 402.44 Definition of street or highway.
 402.47 Definition of traffic.
 402.48 Definition of traffic control device.
 402.49 Definition of traffic control signal.
 402.501 Definition of train.
 402.515 Definition of two-stage bicycle turn box.
 402.53 Definition of vehicle.
 402.55 Definition of wildlife officer.
 414.02 Through streets; stop and yield right-of-way signs.
 414.03 Traffic control signal terms and lights.
 414.04 Signal to control lane direction of travel.
 414.06 Bicycle symbol signal indications.
 414.09 Unauthorized possession or sale of devices.
 414.10 Signal preemption devices; prohibitions.
 416.01 Duties of pedestrians and drivers at crosswalks.
 416.03 Right-of-way yielded by pedestrian; crossing roadways.
 416.11 Motorized wheelchair operators. (Repealed)
 416.11 Operation of electric personal assistive mobility devices.
 416.12 Operation of personal delivery device on sidewalks and crosswalks.
 416.13 Low-speed micromobility devices.
 432.155 Intersections at which traffic control signals fail or malfunction.
 432.205 Stop signs on private roads.
 432.31 Driving across grade crossings.
 432.32 Stopping at grade crossings.
 432.33 Slow-moving vehicles or equipment at grade crossings.
 432.34 Obstructing intersections, crosswalks or grade crossings.
 432.42 Texting while driving prohibited.
 434.01 Driving or physical control of vehicle while under the influence of alcohol or drugs.
 434.03 Maximum speed limits; assured clear distance ahead.
 434.035 Speed limits on private roads.
 434.07 Street racing, stunt driving and street takeovers prohibited.
 434.08 Vehicular homicide; vehicular manslaughter; vehicular assault.
 434.09 Operation restricted for mini-trucks and low-speed, under-speed, or utility vehicles.
 436.04 Certain acts prohibited.
 436.071 Driving under suspension or in violation of license restriction.
 436.074 Driving under financial responsibility law suspension or cancellation; driving under a nonpayment of judgment suspension
 436.09 Display of license plates; registration; obstructions.
 436.14 Removal of vehicles after accidents.
 438.235 Tinted glass; materials on glass.
 438.25 Motor vehicle stop lights.
 438.28 Use of child restraints.
 440.08 Occupying travel trailer, fifth wheel vehicle, or manufactured or mobile home while in motion.
 442.01 Definitions pertaining to drivers of commercial vehicles.
 452.05 Willfully leaving vehicles on private or public property.
 606.06 Limitation on criminal prosecutions.
 606.12 Failure to report a crime or death.

606.165 Compliance with lawful order of police officer; fleeing.
606.24 Disposition of unclaimed or forfeited property held by Police Department.
624.01 Definitions of drugs.
624.02 Trafficking in controlled substances; gift of marihuana. (Repealed)
624.03 Drug possession offenses.
624.04 Possession of drug abuse instruments.
624.05 Permitting drug abuse.
624.07 Abusing harmful intoxicants.
624.08 Illegal dispensing of drug samples.
624.14 Use or possession of paraphernalia.
624.16 Pseudoephedrine sales.
636.17 Domestic violence.
636.20 Illegal distribution of cigarettes, other tobacco products, or alternative nicotine products; transaction scans.
636.26 Failure to perform viability testing. (Repealed)
636.28 Illegal use of a tracking device or application.
642.01 Definitions of offenses relating to property.
642.02 Theft.
666.01 Definitions of sex related offenses.
666.02 Unlawful sexual conduct with a minor.
666.03 Sexual imposition.
666.21 Grooming.
672.16 Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession.
698.03 Imposing sentence for misdemeanor.
698.05 Multiple sentences.

EXPLANATION OF ORDINANCE NUMBER 26-025

Additional Appropriations:

SEWER FUND (602):

Sewer DT Engineering – \$40,180.40-we are out of funds on the TS portion of the loan for Phase 2A Construction-Sewer and have OHM invoices to pay.

Fire Loss Claims Fund (907)):

Fire Loss Claims - \$16,480 – fire insurance check received Oct 2024; repairs that were noted Oct 2024 inspection have been completed at Bryan McGrath's shop

Transfers Within the Fund:

General Fund (101)

From IT Refunds to IT Adm Salary \$2,600, IT Hospital \$2,600, & IT Medicare \$25.00 are to cover the health insurance and salary of new income tax employee. The transfer From IT Refunds to IT Telephone \$50 and to IT Postage \$50 is to cover expense line through 12/31/26.

From Fire Incidentals to Fire IT Support \$500 is to cover expense line through 12/31/26.

Street Fund (201)

From ST Material to ST Road Contracts - \$4,050 – for additional paving of E Pattison from Barron to Gilmore.

From ST Material to ST Projects - \$12,000 - Original grant presentation allotted \$92,000. Design split with ODOT is 80/20. The current proposal is about \$316,000 (\$263,000 with only authorized tasks). ODOT payment will be \$76,800 with the city being responsible for up to \$239,200. DGL is asking for \$12,000 for 2026. Remaining amount of city's share, \$227,200 will be in the 2027 budget

R.S.P.O. Fund (204)

From SWP New Equipment \$200 + SWP Incidentals \$850 to SWP Training & Certifications is for an invoice from YMCA for lifeguard training & cert.

R.S.P.O Fund (204)

From SWP New Equipment \$3,000 to SWP Electric is to cover expense line through 12/31/26

Waterworks Fund (601)

From WW System Projects to WW Gasoline - \$4,000 -This is to cover the expense line through 12/31/26.

Sewer Fund (602)

From SR System Projects to SR Gasoline - \$4,000 – this is to cover the expense line through 12/31/26.

From SR Repair to Plant to SR Chemicals - \$10,000- this is for the current polymer order and future orders through 12/31/26

ORDINANCE NUMBER 26-025

**AN ORDINANCE PROVIDING FOR ADDITIONAL APPROPRIATIONS
AND FOR TRANSFERRING FUNDS
FOR THE YEAR 2026, FOR THE CITY OF KENTON, OHIO,
AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENTON, OHIO:

SECTION I. That the following amounts are hereby appropriated as additional for the year 2026.

SEWER FUND (602)

Sewer DT Engineering	40,180.40	
TOTAL GENERAL FUND		40,180.40

FIRE LOSS CLAIMS FUND (907)

Fire Loss Claims	16,480.00	
TOTAL FIRE LOSS CLAIM FUND		16,480.00

TOTAL ADDITIONAL APPROPRIATIONS	\$	56,660.40
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SECTION II. That the following amounts are hereby transferred within the fund as follows for the year 2026.

GENERAL FUND (101)

FROM	IT Refunds		4,225.00
TO	IT Adm Salary	1,500.00	
TO	IT Hospital	2,600.00	
TO	IT Medicare	25.00	
TO	IT Telephone	50.00	
TO	IT Postage	50.00	
 FROM	Fire Incidentals		500.00
TO	Fire IT Support		
TOTAL GENERAL FUND (101)			4,725.00

STREET FUND (201)

FROM	ST Material	4,050.00
TO	ST Road Contracts	

FROM	ST Materials	12,000.00
TO	ST Projects	

TOTAL STREET FUND (201)		16,050.00
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R.S.P.O. FUND (204)

FROM	SWP New Equipment	200.00	
FROM	SWP Incidentals	850.00	
TO	SWP Training and Certifications		1,050.00

FROM	SWP New Equipment		
TO	SWP Electric		3,000.00

TOTAL R.S.P.O. FUND (204)			4,050.00
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WATERWORKS FUND (601)

FROM	WW System Projects		
TO	WW Gasoline		4,000.00

TOTAL WATERWORKS FUND (601)			4,000.00
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SEWER FUND (602)

FROM	SR System Projects		
TO	SR Gasoline		4,000.00

FROM	SR Repair to Plant		
TO	SR Chemicals		10,000.00

TOTAL SEWER FUND (602)			14,000.00
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TOTAL TRANSFERS		\$	42,825.00
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SECTION III. That this Ordinance shall be an emergency measure, the particular emergency being the need to balance accounts for the immediate and best protection of the public welfare, safety, and convenience, this Ordinance shall be in force and effect from and after its passage and approval by the Mayor.

Passed: _____

President of Council

Attest:

Approved:

Clerk of Council

Mayor

ORDINANCE NO. 26-026

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE DEVELOPMENT OF DATA CETERS IN THE CITY OF KENTON AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the power vested in City Council through the Constitution and law of the State of Ohio, City Council has the inherent power to enact planning, zoning, and business regulation laws that further the health, safety, welfare, comfort, and peace of its citizens, including restricting or prohibiting certain business and land uses; and

WHEREAS, over the past few years, interest has increased in developing and constructing data centers in municipalities and, for purposes of this Ordinance, the term data centers shall be defined as a physical facility housing computers and/or networking equipment that is principally used for data processing and storage; and

WHEREAS, the City's Administration and Legislation, Codes, and Regulations Committee of City Council have expressed concerns about data centers and will need time to undertake a thorough review of all applicable state codes, regulations, and local ordinances in order to formulate a proper local response to development and construction of these facilities in the City of Kenton; and

WHEREAS, the Council of the City of Kenton finds that a one-year moratorium on data centers will provide the City officials and City Council a sufficient amount of time to study, plan for, formulate, and draft reasonable and comprehensive regulations with respect to data centers

and that these regulations will further the health, safety, and general welfare of the citizens of the community.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kenton, Ohio:

SECTION I. That, for the reasons stated above, City Council hereby imposes a moratorium beginning with the effective date of this Ordinance and running for a period of one year, on the consideration, approval, or authorization of and permitted use, variance, or accessory use pertaining to the development of data centers in the City of Kenton. This would include the granting of zoning permits or building permits for any building, structure, use, or change of use that would enable said development within the City of Kenton. Said moratorium extends to the submission, consideration, or approval of all applications for general development plans, final development plans, accessory uses, or building permits.

SECTION II. That this moratorium suspends and tolls any time periods prescribed by law within which the Planning Commission or any other official or official body of the City of Kenton is required to take action upon an application for a building permit, site plan approval, or rezoning for the development of a data center. No such application shall be deemed to be approved by the failure of the Planning Commission or any other public official or official body to approve or deny said application during the time when this moratorium shall be in effect.

SECTION III. This Ordinance shall be an emergency measure for the immediate and best protection of the public peace, health, safety, and welfare, the particular emergency being the need to impose a temporary moratorium at the earliest possible date so as to enable the City of Kenton to responsibly begin to study, analyze, and review regulations related to the development of data centers in the City of Kenton. Therefore, if passed by the requisite two-thirds of all members

elected to Council, this Ordinance shall be in force and effect from and after its approval by the Mayor; otherwise, from and after the earliest period allowed by law.

Passed this ____ day of _____, 2026.

President of Council

Attest:

Clerk

Approved this ____ day of _____, 2026.

Mayor



**Department of
Transportation**
transportation.ohio.gov

*Mike DeWine, Governor
Jim Tressel, Lt. Governor
Pamela Boratyn, Director*

September 10, 2026

The Honorable Lynn Webb
Mayor, City of Kenton
111 W. Franklin St.
Kenton, Ohio 43326

Re: Preliminary Participatory Legislation for HAR Leighton Street Bridge

Dear Mayor Webb:

Enclosed is one set of preliminary legislation for the project referenced above, which is scheduled for construction in the summer of 2030.

This project proposes the following work on Leighton Street:

- Replace the bridge on Leighton Street over the Scioto River

The city will be responsible for the entire cost of the improvement, including environmental, preliminary engineering, and construction costs, less the \$1,305,940 of federal bridge funds that are currently allocated toward the project.

The attached legislation verifies the City's consent to proceed with the project and commitment to pay for the project costs as noted above.

Please ask your city council to enact this legislation and return it to me upon completion. All places on the legislation that require your attention have been shaded grey.

Should you have any questions, you can contact me by email at tanner.inkrott@dot.ohio.gov or by phone at (419) 999-6867.

Respectfully,

Chris A. Hughes, P.E.
District One Deputy Director

Tanner Inkrott
Transportation Engineer

ORDINANCE NO. 26-027
AN ORDINANCE AUTHORIZING THE CITY OF KENTON, OHIO TO ENTER INTO A HIGHWAY
IMPROVEMENT PROJECT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND
DECLARING AN EMERGENCY.

PID No. 125036

Preliminary Legislation

Ordinance# 26-027

County/Route/Section: HAR Leighton Street Bridge

The following is an Ordinance enacted by the City of Kenton, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the LPA has identified the need for the described project:

This project proposes the following work on Leighton Street:

- Replace the bridge on Leighton Street over the Scioto River

WHEREAS, a portion of described project is located within the City corporation limits.

NOW THEREFORE, be it ordained by the City of Kenton of Hardin County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA hereby agrees to pay for the entire cost of the improvement, including environmental, preliminary engineering, right-of-way and construction costs, less the amount of State Highway funds allocated to this project by the Ohio Department of Transportation (ODOT). In the event that the LPA requests certain features or appurtenances to be included within the project's design and/or construction, and which features and appurtenances are determined by the State to be not necessary for the project, the LPA shall contribute 100% of the cost of those items.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required (if applicable) for the described project will be

ORDINANCE NO. 26-027
AN ORDINANCE AUTHORIZING THE CITY OF KENTON, OHIO TO ENTER INTO A HIGHWAY
IMPROVEMENT PROJECT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND
DECLARING AN EMERGENCY.

PID No. 125036

acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR 65 and the ODOT Utilities Manual.

SECTION V - Maintenance

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

SECTION VI - Authority to Sign

The Mayor of said City of Kenton is hereby empowered on behalf of the City of Kenton to enter into agreements with the Director of Transportation necessary to complete the above described project.

Passed: _____, 20____.
(Date)

Attested: _____
(Clerk)

_____ (Mayor)

Attested: _____
(President of Council)

This Ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

ORDINANCE NO. 26-027
AN ORDINANCE AUTHORIZING THE CITY OF KENTON, OHIO TO ENTER INTO A HIGHWAY
IMPROVEMENT PROJECT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND
DECLARING AN EMERGENCY.

PID No. 125036

CERTIFICATE OF COPY
STATE OF OHIO

City of Kenton of Hardin County, Ohio

I, _____, as Clerk of the City of Kenton of Hardin County, Ohio, do hereby certify that the foregoing is a true and correct copy of ordinance adopted by the legislative Authority of the said City of Kenton on the _____ day of _____, 20____, that the publication of such ordinance has been made and certified of record according to law: that no proceedings looking to a referendum upon such ordinance have been taken; and that such ordinance certified of publication thereof are of record in _____, Page _____.
(Ordinance/Ordinance Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 20____.

Clerk

(SEAL) City of Kenton of Hardin County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Kenton of Hardin County, Ohio

Attest: _____, Date _____
Contractual Officer (Mayor)

For the State of Ohio

_____, Date _____
Director, Ohio Department of Transportation

ORDINANCE NO. 26-027
AN ORDINANCE AUTHORIZING THE CITY OF KENTON, OHIO TO ENTER INTO A HIGHWAY
IMPROVEMENT PROJECT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND
DECLARING AN EMERGENCY.

PID No. 125036

Attest: _____

RESOLUTION NO. 013-26

**A RESOLUTION AUTHORIZING THE SALE OF PERSONAL
PROPERTY NOT NEEDED FOR MUNICIPAL PURPOSES,
AND DECLARING AN EMERGENCY.**

WHEREAS, the City is the owner of certain personal property which is not needed for municipal purposes, including that hereafter described, the estimated value of which may exceed one thousand dollars.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kenton, Ohio:

SECTION I. That the Safety Service Director be and is hereby authorized to sell personal property not needed for municipal purposes, including the following described property:

- 1995 Ford Fire Truck F80 1FDYF80E7SVA56739
- 1999 Ford Pickup Truck 1FTYR14X1XTA46984
- 2013 Case Loader Backhoe JJGN580NCDC580157
- 2000 International 1HTSDAAR9YH315606
- 2025 Toolcat Utility Work Machine
- John Deere Tractor 2350 with Bush Hog

SECTION II. This Resolution is hereby declared to be an emergency measure, the particular emergency being the need to advertise and sell certain property in a timely manner. Therefore, for the immediate and best protection of the public welfare and convenience, this Resolution shall be in force and effect from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

Passed this _____ day of _____, 2026.

President of Council

Attest:

Clerk of Council

Approved this _____ day of _____, 2024.

Mayor

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(CITY COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the City of **KENTON**

HARDIN

County, Ohio, met in Regular session on the _____ day of _____
(Regular or Special)

2026, at the office of Council Chambers with the following members present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted
a Tax Budget for the next succeeding fiscal year commencing January 1st, 2027; and
(Tax Budget requirement waived by County Budget Commission)

WHEREAS, The Budget Commission of **HARDIN** County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Auditor of
the rate of each tax necessary to be levied by this Council, and what part thereof is without,
and what part within the ten mill tax limitation, therefore be it

RESOLVED, By the Council of the City of **KENTON**, **Hardin County**,
Ohio, that the amounts and rates, as determined by the Budget Commission in its certification,
be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the
rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Com- mission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
General Fund		450,410	3.20	
General Bond Retirement Fund				
Police Pension Fund				
Fire Pension Fund				
Grove Cemetery	107,351			1.00
TOTAL	107,351	450,410	3.20	1.00

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of (Carry to Schedule A, Column II)
General Fund:		
Current expense levy authorized by voters on for not to exceed years.		
Grove Cemetery levy authorized by voters on 11/8/2023 for not to exceed 5 years.	1.00	107,351

and be it further

RESOLVED, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr. _____ , _____

Mr. _____ , _____

Mr. _____ , _____

Mr. _____ , _____

Mr. _____ , _____

Mr. _____ , _____

Mr. _____ , _____

Adopted the _____ day of _____ , 20____

Attest:

President of Council

Clerk of Council

CERTIFICATE TO COPY
ORIGINAL ON FILE

The State of Ohio, HARDIN County, ss.

I, _____, Clerk of the Council of the City of _____, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

No _____

COUNCIL OF THE CITY OF

HARDIN County, Ohio

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR

Adopted _____, 20____

Clerk of Council

Filed _____, 20____

County Auditor

By _____
Deputy

V A L U E:		AGR	RES	SUB-CL1	MIN	COM	IND	UTIL-RE	SUB-CL2	UTIL-PP	TOTAL
06 BUCK TWP /SOUTH KEN	198720	11,644820	11,843540		2,053500	15,539460	4043	17,597003	1,378151		30,818694
36 PLEASANT /KENTON CO	315100	79,158430	79,473530		20,889790	571280	54415	21,515485	8,945566		109,934581
KENTON CITY	513,820	91,317,070			22,943,290	58,458	10,323,717				140,753,275
KENTON CITY	90,803,250				16,110,740	39,112,488					0

T A X:		TX/RT MILLS	EX/RT MILLS	REAL RECEIPTS	UTILITY *PERSONAL PROPERTY*	GENERAL	TOTAL RECEIPTS	TOTAL (includes rollback amts)
CEMETERY-GROVE	1.000			97027.14	10323.72		107350.86	
#116 NO RLKB			.659874000	60257.76			60257.76	
2014/2019/2023			.940093000	36769.38			47093.10	
GENERAL FUND	3.200		417374.59	33035.89			450410.48	
#117 /		3.200000000	292214.63				292214.63	
		3.200000000	125159.96				158195.85	
A L L L E V I E S			43,359.61				557,761.34	

12/30/25 19:15:59		TAX RATES AND REDUCTION			FACTORS		CORPORATION		5E	
RECORD NUMBER	TAX RATE	REDUCTION	EFFECTIVE	* M I L L S *	TAXING		D I S T R I C T S			
votd/tnwd/expd	IN MILLS	FACTORS	RATES	INSIDE	OUTSIDE					

KENTON CITY										
116 CEMETERY-GROVE	1.000	.340126	.6599	1.000		06	36			
2014/2019/2023 NO RLKB		.059907	.9401							

117 GENERAL FUND	3.200		3.2000	3.200		06	36			
/			3.2000							

4.200 TOTAL										
3.8599 TOTAL EFFECTIVE RATE, TAX CLASS ONE										
4.1401 TOTAL EFFECTIVE RATE, TAX CLASS TWO										

Do you propose any changes to levies? (please note above)

RESOLUTION NO. 015-26

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF KENTON, OHIO TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR LEIGHTON STREET BRIDGE WITH DGL CONSULTING ENGINEERS, LLC AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kenton intends to enter into a professional services agreement with DGL Consulting Engineers, LLC in connection with the Leighton Street bridge design; and

WHEREAS, the City of Kenton enters into this resolution to authorize the execution of accompanying agreements and documents for such project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kenton, Ohio:

SECTION I. That the Safety-Service Director, Cynthia A. Murray, of the City of Kenton be and is hereby authorized to enter into an agreement with DGL Consulting Engineers, LLC for professional services and sign all agreement and documents for such purposes.

SECTION II. This Resolution shall be an emergency measure for the immediate and best protection of the public peace, health, safety, and welfare, the particular emergency being the need to apply for said plan to meet project deadlines. Therefore, if passed by the requisite two-thirds of all members elected to Council, this Resolution shall be in force and effect from and after its approval by the Mayor; otherwise, from and after the earliest period allowed by law.

Passed this ____ day of _____, 2026.

President of Council

Attest:

Clerk

Approved this ____ day of _____, 2026.

Mayor



TRANSPORTATION:
ROADWAY & BRIDGE

TRAFFIC / SAFETY

DEVELOPMENT:
SITE & STRUCTURAL

SURVEY

CONSTRUCTION
MANAGEMENT

August 25, 2026

Ms. Cynthia A. Murray, Safety Service Director
City of Kenton
111 W. Franklin St.
Kenton, OH 43326

Re: HAR-Leighton St. Bridge Replacement

Dear Ms. Murray:

Please accept this price proposal for the Leighton Street Bridge Replacement project over the Scioto River. Our proposed fee is a time and expense fee not to exceed the maximum fee. The proposal is based on ODOT's Consultant Fee Estimation Guidance – July 2026 Edition.

Thank you for the opportunity to work with the City on this project and we look forward to completing a successful project. Please contact me directly should you have any questions related to the material included herein.

Sincerely,

DGL Consulting Engineers, LLC

Jeffrey T. Yoder, P.E.
Senior Project Manager

T: 419.535.1015 | C: 419.367.4138 | E: jyoder@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

Maumee, Ohio
419.535.1015

Dublin, Ohio
614.356.7150

Independence, Ohio
440.387.4113

Port Clinton, Ohio
419.635.7541

Wauseon, Ohio
419.330.1360

Fishers, Indiana
317.436.3580

www.DGL-ltd.com

26380

An Agreement for the Provision of Limited Professional Services

DGL Consulting Engineers, LLC (DGL) 3455 Briarfield Blvd., Suite E Maumee, Ohio 43537 P: 419.535.1015	City of Kenton 111 W. Franklin St. Kenton, Ohio 43326
Project Name HAR-Leighton St. Bridge Replacement	
Project No. 26380	
Location Leighton Street over Scioto River	
Scope of Services <i>See Attached Scope of Services for details</i>	
Fee Arrangement <i>See Scope of Services Attachment and Proposal Labor and Cost Summary – Engineering Tasks</i>	
Total Authorized Tasks – (Time and Expense, Not to Exceed) \$262,500	
If Authorized Tasks	
Subsurface Utility Engineering – 2 Test Holes	\$8,940
Mussel Survey	\$12,529
Preconstruction Notification	\$6,069
Waterline Relocation Plans	\$9,758
Right-of-way Plan Preparation	\$15,851
Total, If Authorized Tasks – (Time and Expense, Not to Exceed) \$53,147	
Retainer Amounts \$00.00 due with signed contract. <i>Note: DGL can accept credit card payments with an additional 3% service fee.</i>	
Special Conditions	
Offered by: DGL Consulting Engineers, LLC 	Accepted by: City of Kenton
Signature Jeffrey T. Yoder, PE / Senior Project Manager	Signature Date
Printed Name / Title	Printed Name / Title <i>Signature indicates the authority to bind the company to the terms herein</i>

The Terms and Conditions at the end of this price proposal are part of this Agreement.

Scope of Services

Scope of Work

See attached ODOT Scope of Services attachment based on a field review dated March 31, 2026.

The location of the project is in the City of Kenton on Leighton Street between W. Walnut Street and Riverside Drive over the Scioto River. The existing bridge is a 150' long single span steel truss bridge supported on concrete abutments.

The project will involve the replacement of the existing bridge with an (assumed to be) new three-span composite prestressed concrete box beam bridge. The project will also include a hydraulic analysis of Scioto River in the vicinity of the bridge, including an evaluation of the existing and proposed bridge openings. The Scioto River has a defined floodplain and floodway; therefore, the bridge will need to be designed so that the 100-year (1%) flood elevation is not raised. It is anticipated the approach roadway work will be limited to approximately 50' to the north, stopping prior to the CSX railway crossing and 200' to the south of the bridge.

The project is being funded through the ODOT Municipal Bridge Program and the project will be advertised and contracted through ODOT. The bridge and roadway will be designed in accordance with ODOT design standards and the applicable American Association of State Highway and Transportation Officials (AASHTO) design manuals.

The scope of work activities is per the attached *Proposal Labor and Cost Summary – Engineering Tasks*.

Assumptions

- The proposed bridge will be a three-span composite box beam bridge.
- A sidewalk will be located on the west side of the bridge.
- Project to be advertised and awarded by ODOT
- Base fee is based on obtaining temporary right of way from City property located on the west side of Leighton Street. Temporary right-of-way only to be shown and detailed on the plan and profile sheet(s). If additional right-of-way is required, complete right-of-way plans to be prepared, if authorized.
- No permitting by DGL unless authorized. Any permit fees are to be paid by the owner.

Schedule

- | | |
|----------------------------------|-----------------|
| • Stage 1 Plan Submittal | March 5, 2027 |
| • Stage 2 Plan Submittal | August 27, 2027 |
| • R/W Plans Approved (If needed) | October 5, 2027 |
| • Stage 3 Plan Submittal | May 26, 2028 |
| • PS&E Submittal | August 31, 2028 |

DGL CONSULTING ENGINEERS, LLC (DGL) TERMS & CONDITIONS

These Terms and Conditions ("Terms and Conditions") are attached to and supplement the Proposal for HAR-Leighton St. Bridge Replacement dated August 25, 2026 (the "Proposal") between DGL Consulting Engineers, LLC ("DGL") and the City of Kenton (Client) (as defined in the Proposal). Together, these Terms and Conditions and the Proposal shall form the agreement between the parties (the "Agreement"). Defined terms in these Terms and Conditions shall have the same meaning as set forth in the Proposal unless otherwise defined herein. To the extent that these Terms and Conditions conflict with the Proposal, the Proposal shall control. In the event of a conflict between the terms of this Agreement and the terms of any other agreement entered into by the parties in connection with the project, whether written or oral, the terms of this Agreement shall control. The Proposal and the Terms and Conditions embody the entire agreement between DGL and Client in connection with the project. No prior or contemporaneous oral or written negotiations or understandings shall be of any force or effect with respect to this Agreement.

Standard of Care

In providing services under this agreement, DGL will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality (the "Standard of Care"). Subject to the Standard of Care, DGL will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of DGL's part of the Project. Regardless of any other term or condition of this Agreement, nothing in this Agreement shall require DGL to perform professional services to a standard that exceeds the Standard of Care and DGL makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments (Applies when Full Payment is not received prior to start of work)

Invoices for services and reimbursable expenses shall be submitted, at DGL's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. DGL shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and DGL shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees, resulting from Client's failure to make payment in accordance with the Agreement.

Cooperation & Client Directives

The Client agrees at all times to cooperate fully with the Consultant, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant's timely and efficient performance, and in order to ensure the Consultant's knowledge and understanding in all material respects so as to not delay, interfere with, or affect the Consultant's delivery, Standard of Care, or performance under the terms of this Agreement. The Consultant shall be entitled to rely on the accuracy and completeness of (1) the services and information furnished by the Client or Client's other consultants and (2) Client approvals or directives.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold DGL and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. DGL further agrees, subject to the Limitation of Liability below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and DGL, the client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of DGL and DGL's officers, directors, partners, employees, shareholders, owners and subconsultants to the client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this agreement, from any and all causes, to the total amount of \$250,000 or the amount of DGL's fee, whichever is less (the "limitation amount"). In no event shall the limitation amount exceed the amount of insurance proceeds actually available to DGL for the claim at issue at the time of settlement or final judgment. This limitation shall apply regardless of the cause of action or legal theory pled, claimed, or asserted.

Hidden Conditions (Optional, use if existing structure on project)

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If DGL has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) DGL has no reason to believe that such a condition exists, DGL shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

DGL shall have no responsibility for the discovery, identification, presence, handling, removal, disposal, abatement or exposure of persons to hazardous materials of any form including mold. DGL shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

In the event the Consultant or any other person or entity involved in the Project encounters any Hazardous Materials, or should it become known to the Consultant that any Hazardous Material may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify, abate or remove the Hazardous Materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, agents and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any Hazardous Materials, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Betterment

If a required item or component of the Project is omitted from DGL's deliverables, DGL shall not be responsible for paying the cost required to add or correct such item or component to the extent that the cost would have been incurred had such item or component been included or required in DGL's original deliverables. In no event will DGL be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments produced by DGL under this agreement, including electronic files (collectively "Instruments of Service"), shall remain the property of DGL and DGL shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. Client agrees that the Instruments of Services are intended solely for this Project and may not

DGL CONSULTING ENGINEERS, LLC (DGL) TERMS & CONDITIONS

be used by this Client for any other purpose without the written consent of DGL. Client agrees to waive any and all claims against DGL, its officers, directors, employees and subconsultants arising out of unauthorized use of the Instruments of Service, and any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DGL its officers, directors, employees its subconsultants harmless from any and all claims and/or damages, including reasonable attorneys' fees and defense costs, arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to DGL and its subconsultants.

Mutual Waiver of Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor DGL, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of reputation, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this agreement. Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Construction Activities

DGL shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety. Neither the professional activities of the Consultant, nor the presence of the Consultant, its employees or subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Defects in Service

The Client shall promptly report to DGL any defects or suspected defects in DGL's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify DGL shall relieve DGL of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. Client's failure to timely pay invoices will constitute grounds for termination by DGL. In the event of termination, the Client shall pay DGL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses. Final payment will be due immediately upon receipt of the final invoice.

Dispute Resolution

Any claim or dispute between the Client and DGL shall be submitted to mandatory non-binding mediation as a condition precedent to formal binding dispute resolution, with the parties agreeing to work in good faith to select a mutually agreeable mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Costs of mediation shall be equally borne by DGL and Client. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. If such matter relates to or is the subject of a lien arising out of DGL's services, DGL may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any action unresolved through mediation, shall be subject to litigation in a court of competent jurisdiction. This provision shall survive and continue after execution and delivery of this Agreement.

Relationship of the Parties

All services provided by DGL are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or DGL. The Client and DGL agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure

If an event or circumstance beyond Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, war, riot, terrorism or threat of terrorism, civil unrest, labor problems (including lockouts, strikes and slowdowns) of a third-party, inability to obtain power, internet connectivity or services interruptions, scarcity of ingredients or supplies, or court injunction or order, new laws or governmental regulations or other causes that are beyond the reasonable control of Consultant, whether similar or dissimilar to any of the foregoing, that cause Consultant delay or additional expense ("Force Majeure Event"), then Consultant is entitled to an equitable adjustment in the contract price or time for performance, or both. If a Force Majeure Event lasts more than thirty (30) days, upon written notice either party may terminate this Agreement without liability to the other for such termination.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law, Jurisdiction, and Venue

Client and DGL agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Ohio without regard to any conflict of laws provisions, which may apply to the laws of other jurisdictions. It is further agreed that any legal action between the Client and the DGL arising out of this Agreement or the performance of the services shall be brought solely in a court of competent jurisdiction in Lucas County, Ohio.

Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by DGL as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding.

Waiver. The failure or delay of either party to insist upon a strict performance of any right hereunder shall not be deemed a waiver of any rights or remedies that either party may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants, or conditions.