



ORDINANCES / RESOLUTIONS:

1<sup>ST</sup> READING:

- **RESOLUTION NO. 001-26, TITLE ONLY**; A RESOLUTION FINALIZING ACTIONS UNDER CODIFIED ORDINANCE NO. 25-005 TO PERMIT THE CITY OF KENTON TO ENTER INTO A HIGHWAY IMPROVEMENT PROJECT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND DECLARING AN EMERGENCY.
- **\*RESOLUTION NO. 002-26, TITLE ONLY**; A RESOLUTION ADOPTING A CYBERSECURITY POLICY FOR THE CITY OF KENTON, OHIO, AND DECLARING AN EMERGENCY.
- **\*RESOLUTION NO. 003-26, TITLE ONLY**; A RESOLUTION AUTHORIZING THE CITY OF KENTON, OHIO TO ENTER INTO A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION AND DECLARING AN EMERGENCY.
- **RESOLUTION NO. 004-26, TITLE ONLY**; A RESOLUTION AUTHORIZING THE SALE OF PERSONAL PROPERTY NOT NEEDED FOR MUNICIPAL PURPOSES, AND DECLARING AN EMERGENCY.
- **ORDINANCE NO. 26-003, TITLE ONLY**; AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTIONS 1437.05, 1437.07 AND 1437.10 RELATING TO THE DOWNTOWN HISTORIC DISTRICT IN THE CITY OF KENTON.

2<sup>ND</sup> READING:

None.

3<sup>RD</sup> READING:

None.

OTHER MATTERS

COMMENTS FROM THE PUBLIC

COMMENTS FROM THE NEWS MEDIA

COMMENTS FROM COUNCIL MEMBERS AND ADMINISTRATION

ADJOURN

**NEXT REGULAR MEETING—Monday March 9, 2026, 7PM**

## RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

Lilienthal Southeastern, Inc., 1-800-837-1904, Re-Order 68665K

Held

February 9, 2026

20

**3<sup>rd</sup> REGULAR SESSION:**

Kenton City Council met in their 3<sup>rd</sup> Regular Session on February 9, 2026, at 7:00 PM, in Council Chambers. Present: Sue Fox-Buroker, Lydia Miller, Cliff Wynegar, Chad Miller, Pegg Wren, Doris Blum, Robin Jones, Law Director John Schwemer, Mayor Lynn Webb, Safety Service Director Cindy Murray, President Joel Althausser.

Prayer given by Mr. Althausser: With a spirit of compassion and cooperation, we gather this evening for City Council, mindful of the cold season, but recognizing the warmth our shared work can bring. Grant our leaders wisdom, our neighbors safety, and our community courage to face any challenges the future may bring. Help us listen with humility, decide with fairness, and act with compassion for the most vulnerable among us. May our efforts sow hope as the days begin to lengthen. AMEN.  
Pledge of Allegiance recited.

**MINUTES:**

Althausser: The prior minutes were included in your packet. Are there any additions or corrections to those minutes as they were submitted? I think sometime Emma's going to put a trick sentence in there just to catch us. Hearing no corrections or additions, they'll stand approved as submitted.

**CITIZENS REQUESTING TIME TO SPEAK:**

Althausser: We do not have anyone on the agenda tonight to address the meeting. However, there will be time, anyone who's in attendance, to address us at the end of the night under public participation. Right now, though, I would mention we have Paul Osborne here, and Paul has a quick message for us, so if you'd like to come up.

Paul Osborne: All right, thank you very much. I appreciate the time, just a minute, but a couple of you I know, a couple others I'm familiar with, the rest of you, it's an honor meeting you. I'm Paul Osborne. I'm the current village administrator of Alger. I'm a three-term trustee over in Marion Township, and I'm big fan of Hardin County, and I want to do anything I can to help. Economic growth, stability, I think, is top priority, and that's kind of my bent. I was talking to Robin over here about Alger and McGuffey, and it used to be such a happening place, didn't it? Well, we hope to see that again. So, we're working hard at it, and I just wanted to introduce myself, so you have a familiar face, a familiar name. The card I gave you, I have all my contact information. If you'd like to ask any question or you'd like to tell me whatever you want to tell I'd be happy to hear it, but anyway, I'm running for commissioner, and if it wasn't for Joe Sherman, I'd have tied for first place last time, but that didn't happen, but I'm glad to meet you all, and thank you for the moment you've given me.

C. Miller: Thank you.

Jones: Thank you.

**COMMUNICATIONS:**

None.

**PETITIONS:**

None.

**ADMINISTRATION REPORTS:**

Althausser: Chief Musser?

Chief Musser: Just real quick, I wanted to let council know we have gotten a new guy hired as of last week. We had hired him some time ago, in a conditional sense. He was finishing the academy. Name's Garrett Warner, Kenton kid. So, hopefully he'll stay Kenton kid for a long time. We will bring him up here when he gets around to his second shift rotation. Secondly, the grant that I spoke about some time ago with the government shut down and, and all that that was happening, it got delayed, gosh almost eight months now, I believe but we did end up getting the funds for that. So, we're moving ahead with, you know, a five-year plan that's going to be done in about a month with new body cameras, new radios, and again, that was a Kolt Buckenroth thing. I really didn't do anything other than write a letter of support, and tell them what I wanted. So, kind of highlights our relationship with the schools these days. It's pretty awesome. So, I got to give Kolt a shout out for that again. I mean we're talking between \$150,000.00 and \$200,000.00. So, kind of a big deal for Kenton. It's a big deal. So, that's all I got. Thanks.

Althausser: Thank you, Chief. Chief Donnelly?

Held

February 9, 2026

20

Chief Donnelly: Nothing.

Althaus: Nothing? Okay, Economic Development, there is in the packet, is their report. We actually had that last meeting, but anyway there's a report in your packet, anything else to add on that topic? Lynn or Cindy?

Murray: I don't have anything.

Althaus: Yeah, there's Chamber of Business Alliance, Economic Development. All right, Income Tax again, the report in your packet. Any questions there? Okay, Auditor, anything Kristy you would like to talk about?

Kristy Scharf: No.

Althaus: I would just highlight we received the January email for the January reports over the weekend.

Kristy Scharf: I did make, I tried to make the fund report. I made an explanation page for that, or you know, put an explanation out, trying to make it simpler for you to read.

Althaus: And the, notice that, so that's number one, really positive thing. Thank you. Secondly though, we got that over the weekend. Today is February 9th. We got that, probably.

Kristy Scharf: Don't get used to it.

Althaus: I don't care, I'm going to brag about it right now. So, we got that like February 6th. That's six days after Monday. That's excellent. So, thank you. If you ever have any questions on those reports, reach right out to Kristy and a good backup if you can't reach Kristy, it would be Cindy. All right, move on.

(Laughter)

Althaus: Well, she did an awful lot of it for a long time. Yeah, and then remember, as time goes by, the Finance committee, they already met last Friday. Doris is the chair. She'll become an expert in no time, Robin already, and Chad, know. Do I have it right? Yeah, Robin and Chad already have been around the block on that committee, so don't be afraid to ask your fellow council persons either. Treasurer? Law Director, John, anything to talk about?

Schwemer: No.

Althaus: All right, Cindy?

Murray: Yes, I'm probably going to steal Robin's thunder, but the Utility Board, meeting on Wednesday RCAP will be here to present to them the initial findings from the rate studies. The installation of the sanitary sewer that's going in on Perry Street, the closing of Main Street has been delayed until sometime in March. We're still trying to get a good date. You'll see some trees coming down on Detroit Street for the roundabout. There's four on Detroit and a couple smaller ones on Main Street. Those have to be down by April 1<sup>st</sup> to help protect the endangered species bats. You cannot tear these trees down from April 1<sup>st</sup> through October 1<sup>st</sup>. So, we need to get them down before the roundabout starts, so.

Buroker: What, why was it?

Murray: For the bats. Indiana bat, and there's several species of bats that are endangered species.

Buroker: That's what I thought you said.

Murray: And I don't know if you look at the legal advertising, but we advertised for engineering services for the water treatment plant updates. That's the \$6 million, the \$3 million principal forgiveness and \$3,000,000.00 loan that we got from the EPA. So, we're asking for help trying to get secure, to secure that money correctly. I didn't know what I was doing first time around. So that, those bids are due at the end of this month. So, I'll be coming to you with who we'd like to award that bid to once we do the scoring and things like that, and that's it.

Althaus: Alright thanks Cindy. Lynn, anything right now?

Webb: A couple things with the warm weather, warmer weather before we get to probably to another freeze. Just the guys are still going to work trying to push some of this slop back, the plows. They've been working on some sewer issues and some water line issues, so but once they start warming up hopefully we can get some of these even pushed back more. I know it's difficult once it gets up to a certain height, because they don't have anywhere for it to go. So, but we'll keep pressing on that. Also with, it's just a plea right now. It's just the plea, but with the courthouse entrance being at the south doors now, entrance and exit, we really have some parking issues. So, I implore that anybody that needs to park all day downtown needs to find a parking lot to park in. Whether it be Twirl parking lot, the theater parking lot, the Middlefield which is the city/county-owned parking lot, they need to find somewhere to park not here on Franklin Street. You have Job and Family Services, Health Department, people getting birth certificate, death certificate people paying their water bill, it's now tax time, income

## RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

Lilienthal Southeastern, Inc., 1-800-837-1904, Re-Order 68665K

Held

February 9, 2026

20

tax people. You have people going into the courthouse paying property taxes and other businesses. We need to be fluid. So, this is to everyone, if you work downtown all day, please don't park around the square all day. It is a total disservice to the community members and the members of the county. So, with that being said, I'm just asking right now. We might have to look at some timed parking, but I'd take that up with Chief and how we do that, so.

Althaus: Thanks, Lynn.

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

Althaus: I would just mention, before we get into each of them, didn't receive any emails, communications, verbal assaults of what the assignments were, so we'll assume that those assignments are good with everybody, and just to firm up, and I'll get an updated sheet out. Finance chair is Doris. MOP, for now because they have not met, Pegg is just going to keep that role as chair. Utilities, I believe is Robin. Streets is also Pegg on Streets, as well as MOP, and then Chad is Legislation. So there's your points of contact if you have a question for any particular committee, and I'll get you all an updated sheet, you too Tim, and then administration, so everybody's got that. If you ever need to, if you need it again, lose your copy, Emma will have copies. So, we'll go ahead with Finance, they have a written report that's in your package. Doris, anything you want to add to that?

Blum: Nothing to add to it, but we do meet again the 23<sup>rd</sup>. Scheduled that so our Auditor could be present and we're asking our Treasurer, Auditor, anyone who took this money to be there, and then may discuss a different meeting time of day that we can meet earlier in the month following the previous month, so we're not working month-to-month. Any then questions about the written report?

Althaus: Alright, I know MOP hasn't met and hasn't had any need to so far, so we'll go on Utilities, see their scheduled meeting, anything you want to add Robin?

Jones: No, thank you.

Streets, Alleys, again, their scheduled meetings. Pegg anything to add to that?

Wren: No, there is a, from our last meeting there's minutes at your chair. So, read that if you have any questions just call me and ask. Text or call me.

Althaus: It was in the packet?

Murray: No, it was at the committee members' chairs.

Althaus: Oh, okay. Just, okay, did you get it, you got it copy?

Clerk: Yes.

Althaus: Legislation, again their meeting time scheduled....

C. Miller: We actually met.

Althaus: Which was today, never mind. Go head, Chad.

C. Miller: Yeah, we met prior to council tonight. Some of the things were reviewed; we are looking at updating our M1 and M2 manufacturing policy, being that it's, I think, 1968 was when it was written. So, we need to come into the times. We are looking at updating that and making and relevant to today's manufacturing needs and practices. Our Architectural Review Board, it also needs an update to an ordinance, so as a committee we are looking at how we are going to structure that going forward and revamp who and how, who serves on it and how they're confirmed and things of that nature so we're working on that. Cindy has some signage ordinance that you'd like to get done. I think we're still working on one last aspect of that, and we'll probably see some of that before council, before as long as well. Other than that, we are just diving in headfirst.

Althaus: That's great. Alright, thanks Chad. Any questions for him? Okay, then we'll move on to council members. I know a few of these won't have met or won't have a report. Doris, Regional Planning, you've got all the dates though, right? And I don't think you're going to meet for a little while yet.

Blum: April.

Althaus: April, right, okay. Again, Parks and Rec, pretty slow time, nothing to probably update. Robin, is there?

Jones: Well, I think we start up again in March. That's what we decided, so.

Althaus: Grove Cemetery Board, Sue.

Buroker: Yeah, we've had two meetings, and then the February meeting we actually had in January, early. I believe the next one is March 3rd. It's the first Tuesday of every month.

Althaus: Again, the time of year kind of slow out there too as far as...any update on the chapel or?

Buroker: Well, the roof, I believe, is done, and they reached an agreement with the Catholic Church, with the St. Mary's Cemetery. So that's been taken care of.

*Held*

February 9, 2026

*20*

Althaus: Tree Commission, Lydia probably hasn't met.

L. Miller: February 25.

Althaus: Okay, and BKP has not met since our last meeting. They will meet next week. Really not much going on there other than just finishing up some reorganization. Couple different new members we have to put on our accounts up here over at Middlefield, but beyond that, there's a very little to report.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

None.

**ORDINANCES /RESOLUTIONS:****1<sup>ST</sup> READING**

None.

**2<sup>ND</sup> READING**

None.

**3<sup>RD</sup> READING**

None.

**OTHER MATTERS:**

None.

**COMMENTS FROM THE PUBLIC:**

None.

**COMMENTS FROM THE NEWS MEDIA:**

None.

**COMMENTS FROM COUNCIL MEMBERS AND ADMINISTRATION:**

Althaus: Kristy, last chance, anything? Chief Musser? Chief Donnelly? I just like when Donnelly's quiet. It means there's no equipment broken or anything. Okay, I guess Sue, go right ahead.

Buroker: Just reiterate how nice the job the city crew did with all the removal of the snow, and I thought they did a great job.

L. Miller: I really don't have to add anything.

Althaus: Okay, Cliff?

Wynegar: I have nothing to add.

C. Miller: No.

Wren: Me either, except I'm looking forward to the nice weather next week. Let's hope no snow.

Blum: What Sue said.

Althaus: Robin?

Jones: Thanks to Chief Donnelly and our fire department for helping put out the fire at Viva Maria's. There were some pretty detailed pictures from a drone company and it was pretty amazing to see that fire truck and the ladder up like where it was because I think Bluffton, did they have a ladder to a fire but I mean I'm sure that was a great help to keep the other buildings from not catching on fire, but those pictures were pretty amazing to me. I was very proud of you guys, so thank you.

Althaus: All the fire departments, yeah.

Jones: Yeah, all of them that came, but...

Althaus: John, anything?

Schwemer: Nothing.

Althaus: Cindy?

Murray: No.

Althaus: Lynn?

Webb: No.

RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

Lilienthal Southeastern, Inc., 1-800-837-1904, Re-Order 66665K

Held

February 9, 2026

20

Althaus: And I was just going to echo that. I thought maybe you'd even have any comments on that, chief, but my first thought when I saw that fire, and I know time gets away from me, that's the white and the facial hair here. If you think about Ada, and you think the last couple of decades, some of the fires they've had in the downtown area. It can happen, folks, and they've had three in the last 20, 25 years, very close calls where they could have had a better part of the block go, and if it wasn't for quick responses of Ada fire and then well beyond that, and I'm talking about the one that we just had, the church several years ago, before that there beside kind of down from Grimslid's office. There's been some pretty close calls, as far as a disaster. So, it's always something to keep in mind, and there's the reason we need some of the equipment we have in this county, those fires.

Chief Donnelly: (inaudible).

Althaus: Exactly.

Chief Donnelly: Well, we were off, that's, we are at this last one about seven hours I think, but I know that first one, I think we were there for close to eighteen hours. (inaudible)

Althaus: So, I know everyone said it, but it just seems like in the winter it's especially apparent. I can't thank all of our services, police, fire, streets, everybody through this kind of weather for what they're doing. I guess I think with the kind of winter we've had so far, it's been from my perspective as well run of a situation as we've ever had, so thank you all. So, our next meeting in two weeks here, February 23<sup>rd</sup>, and until then, unless there are objections, we're adjourned.

Joel Althaus, Council President

Emma Nelson, Clerk

# KENTON FIRE DEPARTMENT DECEMBER MONTHLY ACTIVITY SHEET

 Date 

 No. Personnel on Duty 

 Shift 

Maintenance & Duties	
Hours Cleaning Apparatus	70
Hours Apparatus Checkout	97
Hrs. Equipment Maintenance	21
Hours Air Pack Maint.	5
Hours Cleaning Quarters	105
Hours Building Maintenance	23
Hours Office Time	50
Hours Meeting Time	0
Hours Training	41
Hours Hose Maintenance	12
Hours Hydrant Maintenance	0
Number Hydrants Maintained	0
Hours Yard Maintenance	0
Miscellaneous Hours	28

Alarm Information	
Fire Alarms in City	30
Fire Alarms Buck Twp.	3
Fire Alarms Pleasant Twp.	6
Fire - Mutual Aid Given	1
Fire - Mutual Aid Received	0
EMS Runs in City	64
EMS Runs Buck Twp.	0
EMS Runs Pleasant Twp.	0
EMS - Mutual Aid Given	0
EMS - Mutual Aid Received	0
Pump Time Hrs./Min.	1.0
Aerial Ladder Time Hrs./Min.	0.0
Alarm Time Hrs./Min.	152.4
Water Usage	1500.0

Services Provided	
Public & Other Agency Assists	0
Hours On Assist Calls	0
Alarm And Sprinkler Tests	0
Hours on System Tests	0
Number Public Tours	0
Hours on Public Tours	0
Number Familiarization Tours	1
Hours Familiarization Tours	8
Number Inspections Made	7
Hours Spent- Inspections	18
Number Fire Investigations	0
Hours Spent-Investigations	0
Hours Public Education	0

Property Values / Losses	
Value City	\$ 54,130.00
Loss City	\$ 25,000.00
Value Buck Twp.	\$ -
Loss Buck Twp.	\$ -
Value Pleasant Twp.	\$ 110,000.00
Loss Pleasant Twp.	\$ 500.00
Total Value for Day	\$ 164,130.00
Total Loss for Day	\$ 25,500.00

Personnel Information	
Hours on Sick Leave	196
Employee Name	
Vacation Days	5
Employee Name	
Personal / Comp / Military Hrs	65
Employee Name	
Bonus Leave Days	0
Employee Name	
Holiday Leave Days	9
Employee Name	
Funeral Leave Days	0
Employee Name	

Other Information	
No. Firefighter Casualties	0
No. Civilian Casualties	0

Fuel Used - Gallons	184.727
Oil Used - Quarts	1

Hours Overtime	180.642
Chiefs Hours	134
Shift Man Hours	630.35
Total Man Hours	944.992

 Officer in Charge for Day 

 Remarks 

Revised 7/2025

*Chief Bruce Donnelly*

# KENTON FIRE DEPT MONTHLY ACTIVITY SHEET FOR JANUARY 2026

Date

No. Personnel on Duty

Shift

Maintenance & Duties	
Hours Cleaning Apparatus	69
Hours Apparatus Checkout	117
Hrs. Equipment Maintenance	23
Hours Air Pack Maint.	0
Hours Cleaning Quarters	120
Hours Building Maintenance	50
Hours Office Time	61
Hours Meeting Time	1
Hours Training	40
Hours Hose Maintenance	11
Hours Hydrant Maintenance	0
Number Hydrants Maintained	0
Hours Yard Maintenance	0
Miscellaneous Hours	26

Services Provided	
Public & Other Agency Assists	0
Hours On Assist Calls	0
Alarm And Sprinkler Tests	0
Hours on System Tests	0
Number Public Tours	0
Hours on Public Tours	0
Number Familiarization Tours	2
Hours Familiarization Tours	8
Number Inspections Made	6
Hours Spent- Inspections	13.4
Number Fire Investigations	0
Hours Spent-Investigations	0
Hours Public Education	0

Personnel Information	
Hours on Sick Leave	0
Employee Name	
Vacation Days	1
Employee Name	
Personal / Comp / Military Hrs	74
Employee Name	
Bonus Leave Days	0
Employee Name	
Holiday Leave Days	1
Employee Name	
Funeral Leave Days	0
Employee Name	

**Remarks**

Alarm Information	
Fire Alarms in City	22
Fire Alarms Buck Twp.	2
Fire Alarms Pleasant Twp.	2
Fire - Mutual Aid Given	6
Fire - Mutual Aid Received	1
EMS Runs in City	51
EMS Runs Buck Twp.	0
EMS Runs Pleasant Twp.	0
EMS - Mutual Aid Given	0
EMS - Mutual Aid Received	0
Pump Time Hrs./Min.	5.9
Aerial Ladder Time Hrs./Min.	0.0
Alarm Time Hrs./Min.	191.9
Water Usage	4200.0

Property Values / Losses	
Value City	\$ 34,800.00
Loss City	\$ 34,800.00
Value Buck Twp.	\$ -
Loss Buck Twp.	\$ -
Value Pleasant Twp.	\$ -
Loss Pleasant Twp.	\$ -
<b>Total Value for Month</b>	<b>\$ 34,800.00</b>
<b>Total Loss for Month</b>	<b>\$ 34,800.00</b>

Other Information	
No. Firefighter Casualties	0
No. Civilian Casualties	0

Fuel Used - Gallons	227.458
Oil Used - Quarts	0

Hours Overtime	45
Chiefs Hours	169
Shift Man Hours	731.3
Total Man Hours	945.3

Officer in Charge for Day

# KENTON FIRE DEPARTMENT YEARLY ACTIVITY SHEET FOR 2025

Date

No. Personnel on Duty

Shift

Maintenance & Duties	
Hours Cleaning Apparatus	775.5
Hours Apparatus Checkout	1193
Hrs. Equipment Maintenance	167
Hours Air Pack Maint.	69
Hours Cleaning Quarters	1185
Hours Building Maintenance	129
Hours Office Time	652
Hours Meeting Time	82
Hours Training	499
Hours Hose Maintenance	198
Hours Hydrant Maintenance	167
Number Hydrants Maintained	540
Hours Yard Maintenance	75
Miscellaneous Hours	418.25

Alarm Information	
Fire Alarms in City	309
Fire Alarms Buck Twp.	38
Fire Alarms Pleasant Twp.	47
Fire - Mutual Aid Given	39
Fire - Mutual Aid Received	3
EMS Runs in City	683
EMS Runs Buck Twp.	7
EMS Runs Pleasant Twp.	9
EMS - Mutual Aid Given	5
EMS - Mutual Aid Received	0
Pump Time Hrs./Min.	43.4
Aerial Ladder Time Hrs./Min.	16.5
Alarm Time Hrs./Min.	1864.0
Water Usage	154313.9

Services Provided	
Public & Other Agency Assists	4
Hours On Assist Calls	4.5
Alarm And Sprinkler Tests	0
Hours on System Tests	0
Number Public Tours	14
Hours on Public Tours	18
Number Familiarization Tours	9
Hours Familiarization Tours	31
Number Inspections Made	98
Hours Spent- Inspections	297
Number Fire Investigations	0
Hours Spent-Investigations	0
Hours Public Education	

Property Values / Losses	
Value City	\$ 2,930,530.00
Loss City	\$ 651,720.00
Value Buck Twp.	\$ -
Loss Buck Twp.	\$ -
Value Pleasant Twp.	\$ 150,000.00
Loss Pleasant Twp.	\$ 40,500.00
Total Value for Month	\$ 3,080,530.00
Total Loss for Month	\$ 692,220.00

Personnel Information	
Hours on Sick Leave	0
Employee Name	
Vacation Days	0
Employee Name	
Personal / Comp / Military Hrs	0
Employee Name	
Bonus Leave Days	0
Employee Name	
Holiday Leave Days	0
Employee Name	
Funeral Leave Days	0
Employee Name	

Other Information	
No. Firefighter Casualties	0
No. Civilian Casualties	0

Fuel Used - Gallons	3018.878
Oil Used - Quarts	1

Hours Overtime	925.642
Chiefs Hours	1754
Shift Man Hours	7926.76
Total Man Hours	10606.402

Officer in Charge for Day

Remarks

Revised 7/2025

*Chief Bruce Donnelly*

## City of Kenton Income Tax 2025 Monthly Revenue Report

							Month: December	
	DIRECT BUSINESS	DIRECT INDIVIDUAL	TOTAL DIRECT I/B	WITHHOLDING	MTD TOTAL ALL	YTD TOTALS	PCT	
Jan-25	\$36,669.00	\$ 24,990.31	\$ 61,659.31	\$ 296,729.65	\$ 358,388.96	\$ 358,388.96	8%	
Jan-24	\$ 380.00	\$ 19,573.31	\$ 19,953.31	\$ 357,047.06	\$ 377,000.37	\$ 377,000.37	8%	
Feb-25	\$ 40,932.91	\$ 12,650.64	\$ 53,583.55	\$ 326,697.41	\$ 380,280.96	\$ 738,669.92	15%	
Feb-24	\$ 15,501.65	\$ 9,705.64	\$ 25,207.29	\$ 243,204.12	\$ 268,411.41	\$ 645,411.78	14%	
Mar-25	\$ 39,161.03	\$ 67,250.54	\$ 106,411.57	\$ 257,693.54	\$ 364,105.11	\$ 1,102,775.03	23%	
Mar-24	\$ 12,569.19	\$ 45,154.48	\$ 57,723.67	\$ 249,209.19	\$ 306,932.86	\$ 952,344.64	20%	
Apr-25	\$ 61,303.49	\$ 118,762.84	\$ 180,066.33	\$ 345,579.85	\$ 525,646.18	\$ 1,628,421.21	34%	
Apr-24	\$ 114,587.58	\$ 138,231.09	\$ 252,818.67	\$ 314,860.32	\$ 567,678.99	\$ 1,520,023.63	33%	
May-25	\$ 19,150.89	\$ 83,106.15	\$ 102,257.04	\$ 251,808.32	\$ 354,065.36	\$ 1,982,486.57	42%	
May-24	\$ 34,519.79	\$ 89,661.16	\$ 124,180.95	\$ 310,270.13	\$ 434,451.08	\$ 1,954,474.71	42%	
Jun-25	\$ 88,197.18	\$ 21,181.82	\$ 109,379.00	\$ 333,926.37	\$ 443,305.37	\$ 2,425,791.94	51%	
Jun-24	\$ 185,973.74	\$ 20,594.03	\$ 206,567.77	\$ 282,908.62	\$ 489,476.39	\$ 2,443,951.10	53%	
Jul-25	\$ 5,610.00	\$ 9,311.00	\$ 14,921.00	\$ 296,942.25	\$ 311,863.25	\$ 2,737,655.19	57%	
Jul-24	\$ 4,127.00	\$ 9,741.73	\$ 13,868.73	\$ 313,914.00	\$ 327,782.73	\$ 2,771,733.83	60%	
Aug-25	\$ 15,183.92	\$ 5,024.00	\$ 20,207.92	\$ 301,771.79	\$ 321,979.71	\$ 3,059,634.90	64%	
Aug-24	\$ 9,631.36	\$ 9,914.67	\$ 19,546.03	\$ 311,171.24	\$ 330,717.27	\$ 3,102,451.10	67%	
Sep-25	\$ 31,163.76	\$ 14,895.00	\$ 46,058.76	\$ 324,274.48	\$ 370,333.24	\$ 3,429,968.14	72%	
Sep-24	\$ 201,625.86	\$ 25,275.24	\$ 226,901.10	\$ 296,076.54	\$ 522,977.64	\$ 3,625,428.74	78%	
Oct-25	\$ 11,529.86	\$ 12,965.25	\$ 24,495.11	\$ 321,713.23	\$ 346,208.34	\$ 3,776,176.48	79%	
Oct-24	\$ 4,120.32	\$ 13,939.29	\$ 18,059.61	\$ 295,924.22	\$ 313,983.83	\$ 3,939,412.57	85%	
Nov-25	\$ 11,167.13	\$ 4,114.34	\$ 15,281.47	\$ 302,293.61	\$ 317,575.08	\$ 4,093,751.56	86%	
Nov-24	\$ 8,445.92	\$ 5,638.42	\$ 14,084.34	\$ 262,203.17	\$ 276,287.51	\$ 4,215,700.08	91%	
Dec-25	\$ 35,425.27	\$ 6,263.00	\$ 41,688.27	\$ 303,271.40	\$ 344,959.67	\$ 4,438,711.23	93%	
Dec-24	\$ 81,696.50	\$ 4,976.42	\$ 86,672.92	\$ 345,332.98	\$ 432,005.90	\$ 4,647,705.98	100%	
YTD proj	\$ 671,817.00	\$ 541,200.00	\$ 1,213,017.00	\$ 3,557,054.00	\$ 4,770,071.00	\$ 4,770,071.00		
***2025	\$ 395,494.44	\$ 380,514.89	\$ 776,009.33	\$ 3,662,701.90	\$ 4,438,711.23	\$ 4,438,711.23		
***2024	\$ 673,178.91	\$ 392,405.48	\$ 1,065,584.39	\$ 3,582,121.59	\$ 4,647,705.98	\$ 4,647,705.98		

# January 2026 WWTP Daily Discharge Flow

3.000

2.500

Million Gallons

2.000

1.500

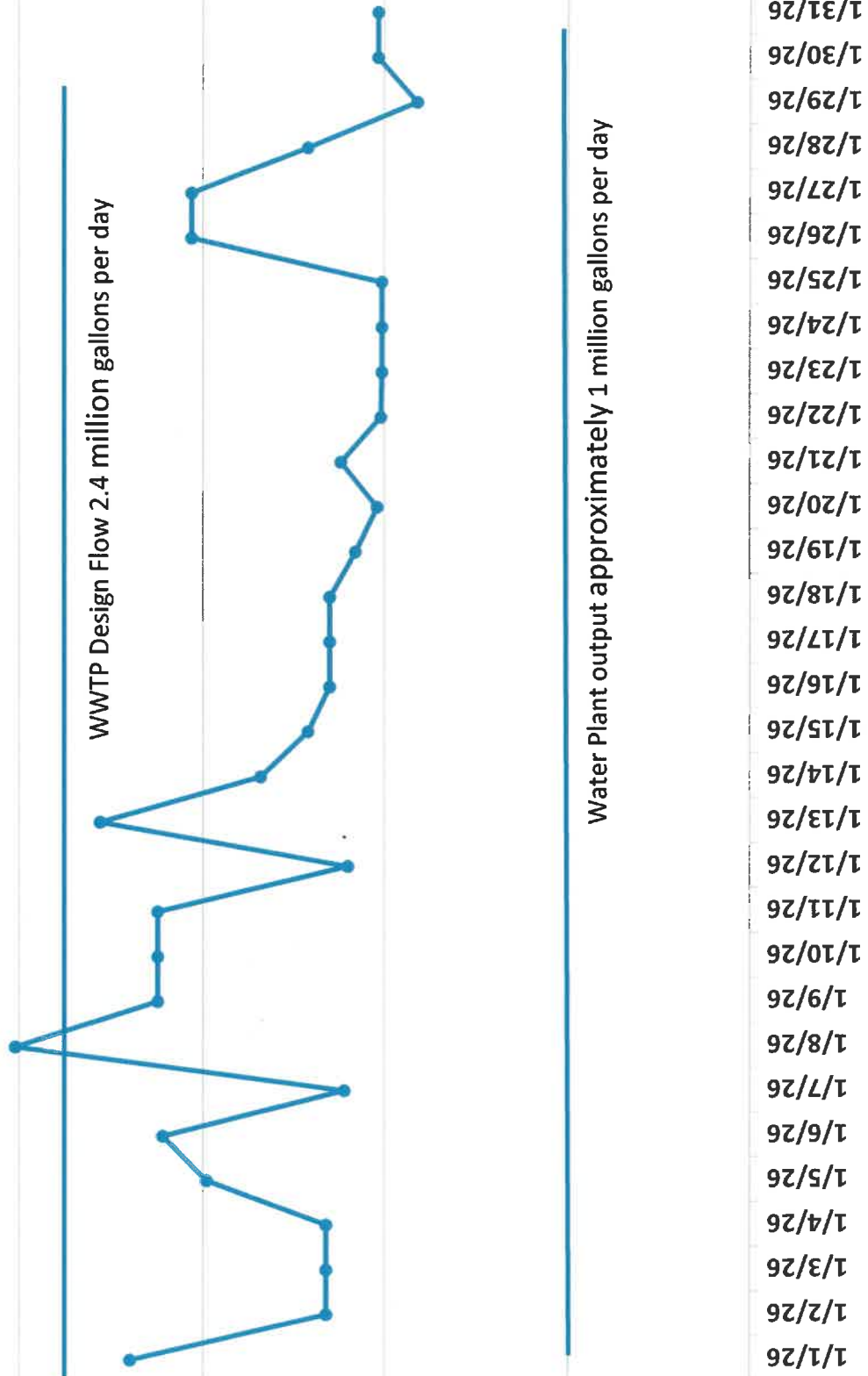
WWTP Design Flow 2.4 million gallons per day

1.000

0.500

Water Plant output approximately 1 million gallons per day

1/1/26  
1/2/26  
1/3/26  
1/4/26  
1/5/26  
1/6/26  
1/7/26  
1/8/26  
1/9/26  
1/10/26  
1/11/26  
1/12/26  
1/13/26  
1/14/26  
1/15/26  
1/16/26  
1/17/26  
1/18/26  
1/19/26  
1/20/26  
1/21/26  
1/22/26  
1/23/26  
1/24/26  
1/25/26  
1/26/26  
1/27/26  
1/28/26  
1/29/26  
1/30/26  
1/31/26



A RESOLUTION FINALIZING ACTIONS UNDER CODIFIED ORDINANCE NO. 25-005 TO PERMIT THE CITY OF KENTON TO ENTER INTO A HIGHWAY IMPROVEMENT PROJECT WITH THE OHIO DEPARTMENT OF TRANSPORTATION AND DECLARING AN EMERGENCY.

(Resolution/Ordinance No. **24-005**)

PID No. **119796**

**FINAL RESOLUTION**

The following Final Resolution enacted by the City of **Kenton**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **26th day of February 2024**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of the installation of new sidewalks along Columbus Street (S.R. 67) from Broadway Street to the Kenton Station Senior Villas, including resurfacing, curb ramps, drainage upgrades, traffic signal upgrades, signage, and pavement markings, lying within the City of Kenton; and**

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

**The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **Three Hundred Forty-Seven Thousand Nine Hundred Eighty-Two and - - - - 74/100 Dollars, (\$347,982.74)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Three Hundred Forty-Seven Thousand Nine Hundred Eighty-Two and - - - 74/100 Dollars, (\$347,982.74)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal funds**.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Mayor** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume \_\_\_\_\_, at Page \_\_\_\_\_, and under date of \_\_\_\_\_, 20\_\_\_\_.

Legislative Authority of the  
City of **Kenton**, Ohio

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
Clerk (Secretary Ex-Officio)

SEAL  
(If Applicable)

**OHIO DEPARTMENT OF TRANSPORTATION  
ACCOUNT RECEIVABLE**

**Make check payable to: Treasurer of State**

**Mail to: Helene Ware  
Funding Analyst  
Ohio Department of Transportation  
Office of Contract Sales & Estimating - #4110  
1980 West Broad Street, 4th Floor  
Columbus, Ohio 43223**

**PID No. 119796  
Invoice No. 11964**

**To: City of Kenton  
111 West Franklin Street  
Kenton, Ohio  
43326**

**Federal Project No. E230877  
Hardin County  
City of Kenton  
S.R. 67 Sidewalks**

**PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE**

Proposal of Participation	Type of Agreement	Amount
		<b>\$347,982.74</b>

Contract amount . . . . . \$249,882.74  
 ODOT Engineering amount. . . . . \$ 98,100.00

For the improvement of that portion of **S.R. 67 Sidewalks**, more particularly described as follows:

**The project consists of the installation of new sidewalks along Columbus Street (S.R. 67) from Broadway Street to the Kenton Station Senior Villas, including resurfacing, curb ramps, drainage upgrades, traffic signal upgrades, signage, and pavement markings, lying within the City of Kenton.**

<b>Total Amount Due</b>	<b>\$347,982.74</b>
-------------------------	---------------------

Ohio Department of Transportation

E-SIGNED by Nathan Fling  
on 2026-02-06 18:54:25 GMT

By: \_\_\_\_\_  
 Administrator, Office of Contract  
 Sales & Estimating

**FISCAL OFFICER'S CERTIFICATE**  
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$347,982.74** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **S.R. 67 Sidewalks**, lying within the corporate limits of the City of **Kenton**, more particularly described as follows:

**The project consists of the installation of new sidewalks along Columbus Street (S.R. 67) from Broadway Street to the Kenton Station Senior Villas, including resurfacing, curb ramps, drainage upgrades, traffic signal upgrades, signage, and pavement markings, lying within the City of Kenton; and**

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of **Kenton**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume \_\_\_\_\_, at Page \_\_\_\_\_,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Fiscal Officer's Seal)  
(If Applicable)

\_\_\_\_\_  
Fiscal Officer of the City of  
**Kenton, Ohio**

**C O N T R A C T**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Kenton**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the STATE; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**            **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**        **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of the installation of new sidewalks along Columbus Street (S.R. 67) from Broadway Street to the Kenton Station Senior Villas, including resurfacing, curb ramps, drainage upgrades, traffic signal upgrades, signage, and pavement markings, lying within the City of Kenton.**

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the STATE.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Three Hundred Forty-Seven Thousand Nine Hundred Eighty-Two and - - - - 74/100 Dollars, (\$347,982.74).**
5. **The LPA agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the LPA limits, less the amount of Federal-Aid funds set aside by the STATE for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the STATE and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be 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.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;

- B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the STATE.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

**City of Kenton  
111 West Franklin Street  
Kenton, Ohio  
43326**

**Ohio Department of Transportation  
Office of Contract Sales & Estimating  
1980 West Broad Street, MS 4110  
Columbus, Ohio 43223**

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The STATE may monitor the Contractor's compliance with Title VI.

#### **SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

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

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

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY  
City of Kenton**

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
Date

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Corinna Efke  
Unit Coordinator, Transportation  
Executive Agencies Section

**RESOLUTION NO. 002-26**

**A RESOLUTION ADOPTING A CYBERSECURITY POLICY  
FOR THE CITY OF KENTON, OHIO, AND DECLARING AN  
EMERGENCY.**

WHEREAS, the State of Ohio has implemented O.R.C. Section 9.64, enacted in HB 96, requiring all local governments and jurisdictions establish a cybersecurity policy;

WHEREAS, the purpose of this requirement is to strengthen protections of public data, information systems, and technology resources from cybersecurity threats and risks;

WHEREAS, the Administration and Council of the City of Kenton recognize the importance of safeguarding sensitive and confidential information entrusted to the City of Kenton;

WHEREAS, a draft cybersecurity policy has been prepared and reviewed by the Administration and is recommended for adoption as a framework for compliance with O.R.C. Section 9.64 and HB 96; and

WHEREAS, the policy provides guidance on access control, system security, data protection, incident response, training, and vendor management, while requiring consultation with IT professionals for implementation and customization.

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

SECTION I. To be compliant with O.R.C. Section 9.64, enacted in HB 96, the City of Kenton, Ohio, hereby adopts the attached City of Kenton Cybersecurity Policy, to take effect immediately upon passage.

SECTION II. The Administration shall distribute the adopted policy to all departments, employees, and relevant contractors to ensure compliance.

SECTION III. 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 timely adopt the City of Kenton Cybersecurity Policy. 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



## City of Kenton Cybersecurity Policy

### I. Purpose

The purpose of this policy is to establish a framework for protecting the confidentiality, integrity, and availability of the City of Kenton’s information systems, data, and technology resources in compliance with R.C. §9.64 cybersecurity requirements.

### II. Scope

This policy applies to all elected officials, employees, contractors, vendors, and third parties who access or manage City of Kenton’s technology resources, including but not limited to:

- a. Desktop and laptop computers, servers, NAS, and mobile devices
- b. Cloud services, hosted applications and VPNs
- c. Off-site backup silos
- d. Networks and telecommunications systems
- e. Sensitive or confidential data (e.g., PII, financial, law enforcement, health-related, or other protected records).

### III. Policy Statement

City of Kenton is committed to safeguarding its information systems against cybersecurity threats and ensuring compliance with R.C. §9.64 by:

- a. Establishing baseline cybersecurity practices.
- b. Providing ongoing cybersecurity awareness training.
- c. Preparing for detection, response, and recovery from incidents.
- d. Reviewing and updating cybersecurity policies annually.

### IV. Roles and Responsibilities

- a. **City Council:** Approves cybersecurity policy and ensures resources are allocated.
- b. **IT Provider:** Implements technical safeguards, monitors for threats, and reports incidents.
- c. **Employees/Users:** Follow cybersecurity protocols, complete training, and report suspicious activity.

## V. **Cybersecurity Controls**

- a. **Access Control**—Require unique user IDs and strong passwords. Enforce multi-factor authentication (MFA) for local, remote or administrative access. Limit access to sensitive data on a "least privilege" basis.
- b. **Network and System Security**—Maintain up-to-date firewalls, endpoint security, and intrusion detection/prevention. Apply software patches and updates within 30 days of release. Segregate critical systems from public networks when possible.
- c. **Network Isolation**—Utilize network segmentation (VLANs) to isolate individual department networks.
- d. **Data Protection**—Encrypt sensitive data at rest and in transit. Regularly back up critical data and test restoration procedures. Retain records according to Ohio records retention schedules. Disaster Recovery Plans are department specific.
- e. **Incident Response**—Designate an **Incident Response Lead**. Establish procedures for detecting, reporting, and escalating incidents. In the event of a cybersecurity incident, notify the following parties in the manner listed:
  - i. The executive director of the division of homeland security within the department of public safety, in a manner prescribed by the executive director, as soon as possible but not later than seven days after the political subdivision discovers the incident.
  - ii. The auditor of state, in a manner prescribed by the auditor of state, as soon as possible but not later than thirty days after the political subdivision discovers the incident.
  - iii. Kenton Police Department.
  - iv. Kenton City Council
  - v. Conduct a post-incident review and update policies as needed. Establish procedures for the repair and subsequent maintenance of infrastructure after a cybersecurity incident.
- f. **Training and Awareness**—Require all employees to complete cybersecurity awareness training annually. Provide role-specific training for IT administrators and staff handling sensitive data.
- g. **Vendor and Third-Party Management**—Require vendors to comply with City of Kenton's cybersecurity standards. Maintain contracts with cybersecurity clauses and breach notification requirements.

## VI. **Effective Date**

- a. This policy takes effect on **December 31, 2025**. Implementation of technical and training requirements must be completed no later than **June 30, 2026**.

**RESOLUTION NO. 003-26**

**A RESOLUTION AUTHORIZING THE CITY OF KENTON,  
OHIO TO ENTER INTO A FACILITY ENCROACHMENT  
AGREEMENT WITH CSX TRANSPORTATION AND  
DECLARING AN EMERGENCY.**

WHEREAS, in connection with Sanitary Sewer Replacement Project, the City of Kenton, Ohio, will be performing work within the land owned/operated by CSX Transportation, Inc., a Virginia corporation (“CSX”);

WHEREAS, prior to undertaking such work, CSX requires the City of Kenton to enter into a Facility Encroachment Agreement (the “Agreement”); and

WHEREAS, the Council of the City of Kenton now desires to enter into this Resolution to approve the Agreement with CSX.

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

SECTION I. That the Council hereby authorizes the City of Kenton to enter into the Agreement with CSX in substantially the form attached hereto and the Mayor and/or Safety-Service Director be and are hereby authorized and directed to execute such Agreement.

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 get timely approval from CSX in order to proceed with Sanitary Sewer Replacement Project of the City of Kenton, Ohio. 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

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of January 27, 2026, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and KENTON CITY OF, a municipal corporation, political subdivision or state agency, under the laws of the State of Ohio, whose mailing address is 111 W. Franklin Street, Kenton, Ohio 43326, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) six inch (6") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Kenton, Hardin County, Ohio, Great Lakes Division, Toledo Branch Subdivision, Milepost QT-72.25, Latitude N40:38:37., Longitude W83:36:29.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its employees, agents and contractors ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby grant a non-exclusive license to Licensee for the Encroachment for the sole purpose of permitting Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of SEVEN HUNDRED FIFTY-FIVE AND 00/100 U.S. DOLLARS (\$755.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual written consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express prior written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.9 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit A, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.10 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including zoning, building, construction, health, safety or environmental matters),

letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, and for costs or expenses of compliance or remedy.

## **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor in a manner satisfactory to Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property in a manner satisfactory to Licensor; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

## **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor ("Rail Corridor") or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense

and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's sole risk, cost and expense.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole risk, cost and expense.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

**9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge, cost or expense (including

attorneys' fees) (collectively, "Claims and Losses") which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad Rail Corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all Claims and Losses which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad Rail Corridor, Licensee's Contractor's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's Rail Corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's Rail Corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from any and all Claims and Losses arising from, under or in connection with or as a consequence of: (a) (i) any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of the Encroachment or (ii) any leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) any

drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the Rail Corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence (limit may be satisfied through a combination of both primary and umbrella/excess liability policies) for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its parent, subsidiaries and affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this Agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.
- (vii) Licensor's acceptance of any certificate of insurance does not constitute a waiver, release or modification of any of the insurance coverages or endorsements required under this Article 10.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall

be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's sole discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's Contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's Rail Corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk, cost and expense, shall (a) remove the Facilities from the Rail Corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the Rail Corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

14.3 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so

including the indemnification, Facilities removal, restoration and reimbursement provisions herein.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days' written notice before doing any work on Licensor's Rail Corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 419-674-6431.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein (by operation of law or otherwise); said consent shall not be unreasonably withheld. Any assignment of this Agreement by Licensee, by operation or law or otherwise, or any interest herein, without the prior written consent of Licensor, shall be void.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and Rail Corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend Licensor from and against any and all Claims and Losses arising out of or in connection with claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based

upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages; provided that Licensor shall have the right to participate in the defense of any such claim.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. APPROVALS:**

18.1 Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor therefor; and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates Licensor not to unreasonably withhold its approval or consent to any of Licensee's actions or requests, Licensor has the absolute right, in its sole and arbitrary discretion, to refuse any request Licensee makes or to withhold its approval of any of Licensee's proposed or effected actions that require Licensor's approval.

18.2 Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent, or suggestion to Licensee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

## **19. GENERAL PROVISIONS:**

19.1 This Agreement, and the attachments hereto, contains the entire understanding between the parties hereto, and supersedes all other oral or written agreements and understandings between them, with respect to the subject matter hereof.

19.2 Except as otherwise expressly provided in this Agreement, neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

19.3 Except as otherwise provided herein, or in any Exhibit, Schedule or other attachment hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

19.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

19.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located. In interpreting this Agreement, the singular shall be read as the plural in each instance as sense shall require. The words "include," "includes" and "including" when used in this Agreement will be interpreted as if they were followed by the words "without limitation."

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

19.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

19.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto,

each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19.11 Notwithstanding any other provision in this Agreement to the contrary, Licensor expressly reserves and does not waive any rights it may have under the Interstate Commerce Commission Termination Act of 1995, 49 U.S.C. § 10101, *et seq.*, the Federal Railroad Safety Act, 49 U.S.C. § 20101, *et seq.*, and/or any other federal law governing rail transportation and related operations.

**20. CONTRACTOR'S ACCEPTANCE:**

20.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**KENTON CITY OF**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX1054840, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, INC. ("Licensor") and to induce Licensor to permit the undersigned Licensee's Contractor on or about Licensor's property for the purposed of performing work in accordance with the Facility Encroachment Agreement dated January 27, 2026, between Licensee and Licensor, Licensee's Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

\_\_\_\_\_  
LICENSEE'S CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee's Contractor has the authority to do so and to bind the Licensee's Contractor to the terms and conditions of this Agreement

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESOLUTION NO. 004-26**

**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:

- 2019 Dodge Charger 2C3CDXKT0KH617709
- Fomax M1500 Folding/Stuffing Machine PA1341006625
- 1996 International Dump Truck 1HTSDAAR9TH398530
- 1995 Ford F80 Fire Truck 1FDYF80E7SVA56739
- 1998 Ford Pickup Truck Water/Public Works 1FDXF80C5WVA31578
- 2006 Chevrolet Pickup Truck Water/Public Works 1GCHK34U66E218869
- 2004 GMC Yukon 1GKEK63U74J245965

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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 26-003**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTIONS 1437.05, 1437.07 AND 1437.10 RELATING TO THE DOWNTOWN HISTORIC DISTRICT IN THE CITY OF KENTON.**

WHEREAS, the Administration of the City of Kenton desires to enter into this ordinance to amend Sections 1437.05, 1437.07, and 1437.10 of the Kenton Codified Ordinances with respect to the Downtown Historic District in the City of Kenton.

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

SECTION I. That Section Sections 1437.05, 1437.07, and 1437.10 of the Kenton Codified Ordinances, the Downtown Historic District in the City of Kenton, be and is hereby amended to read as follows:

**1437.05 BOARD MEMBERSHIP.**

The Architectural and Historic Board of Review shall consist of five voting members appointed by the Mayor with the approval of Council. The Members of the Board shall be appointed by the Mayor with due regard for the need for professional expertise and balance among the diverse interests within the Downtown Historic District. Members shall be appointed for three-year terms to serve without compensation. In the initial appointment of Board members, one shall be appointed for a one-year term, two for a two-year term, and two for a three-year term. Thereafter, members shall be appointed for three-year terms. Any Member of the Board that has been absent for two (2) consecutive meetings or more than one-third (1/3) of the total number of scheduled meetings during the previous twelve (12) months, after having been properly advised as to the date, time, and place of said meetings, may be subject to removal. The Board will review each case individually to determine if removal is necessary and be subject to the final approval of the Mayor.

1437.07 MEETINGS AND RULES.

The Architectural and Historic Board of Review shall elect one of its members as Chairman, a second member as Vice-Chairman and a third member as Secretary. Meetings of the Board shall be held at the call of the Safety Service Director or the Chairman and at such other times as the Board may determine. The elected Chairman, who shall serve until a successor is elected, shall be responsible for the proper administration of the Board's work. In the absence of the Chairman responsibility shall fall to the Vice-Chairman. The elected Secretary shall keep, or cause to be kept, in the Municipal offices, a complete and accurate record of all meetings and proceedings of the Board.

Three members of the Board shall constitute a quorum, and a majority vote shall be required to take action. In order to better carry out the provisions of the chapter, the Board, by formal motion, may adopt rules for the conduct of its business.

1437.10 PERMITS.

(a) No applicant shall construct, erect, alter, remove, move or demolish any structure or building within the Downtown Historical District without a permit issued as provided in this section.

(b) Applications for any permit required by this chapter shall be submitted to the City Clerk who shall then submit them to the Safety Service Director. If the Safety Service Director is satisfied that the application complies with the requirements of this chapter, the Safety Service Director shall issue the appropriate permit. Notice of the issuance of a permit or denial of an application shall be given to the applicant in writing within thirty days of submission.

(c) Any applicant whose application has been denied by the Safety Service Director may, within twenty days of the date of the notification, appeal the denial to the Architectural and Historic Board of Review. The appeal shall be in writing and shall specify the grounds therefor. The Board shall hear the appeal at a regular or special meeting, provided that the applicant shall be given at least ten days advance notice of the hearing date. The Board shall decide the appeal within thirty days after the hearing, and shall notify the applicant in writing, of its decision. If the application is denied for a second time by the Board, the applicant may appeal the denial to the Kenton City Council. The City Council shall hear the appeal at a regular scheduled meeting, provided the applicant shall be given ten (10) days advance notice of the meeting/hearing. City Council will vote on the application at the hearing or the immediately following regularly-scheduled meeting of City Council. The applicant shall be notified of the decision within ten (10) days of the decision. Such decision shall be binding upon the Architectural and Historic Board of Review or the Kenton City Council, as applicable, and the terms and conditions thereof shall be incorporated in the permit required hereunder.

(d) Any applicant whose application request does not comply with the requirements of this chapter must submit a variance application along with their permit application. Included with the variance application shall be an explanation as to why the request cannot be completed in compliance with the requirements of this Chapter.

(e) In determining whether a permit shall be issued, the Architectural and Historic Board of Review shall consider whether the proposed change will adversely affect or destroy any significant historic or architectural feature of the structure, whether it is inappropriate or inconsistent with the spirit and purpose of this chapter, and whether it will adversely affect or destroy the general historic and architectural significance of the District. With respect to a proposed demolition, a determination shall be made as to whether preservation or rehabilitation is economically feasible for the applicant and a permit shall be issued if the denial of the same would result in practical difficulty or unnecessary hardship that would deprive the applicant of the reasonable use of the land or building involved.

SECTION II. That this Ordinance shall be in force and effect 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