

KENTON CITY COUNCIL

5th REGULAR SESSION

March 9, 2026
7:00 PM
Council Chambers

AGENDA

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

APPROVAL OF PRIOR MINUTES

CITIZENS REQUESTING TIME TO SPEAK

- Thad Garnder

COMMUNICATIONS

PETITIONS

ADMINISTRATION REPORTS:

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

* Denotes written report included in packet

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

- | | | |
|--|------------------------|--------|
| - Finance | April 13 th | 5:30pm |
| - Management, Organization and Personnel | | |
| - Public Utilities | March 11 th | 3:30pm |
| - Streets, Alleys, and Sidewalks | March 25 th | 3:30pm |
| - Legislation, Codes and Regulations | March 25 th | 4:30pm |

REPORTS FROM COUNCIL MEMBERS:

- | | | |
|--------------------------------|------------------------|--------------|
| - Regional Planning | | |
| - Parks & Rec Board | March 11 th | 6:00pm |
| - Grove Cemetery Board | | |
| - Shade Tree Commission | March 25 th | 6:00pm @Elks |
| - BKP Ambulance District Board | | |

OLD BUSINESS:

NEW BUSINESS:

ORDINANCES / RESOLUTIONS:

1ST READING:

- ***RESOLUTION NO. 005-26, TITLE ONLY;** A RESOLUTION TENTATIVELY AWARDING THE CONTRACT FOR THE WATER TREATMENT PLANT REPAIR AND REHAB DESIGN TO WESSLER ENGINEERING AND DECLARING AN EMERGENCY.
- ***ORDINANCE NO. 26-004, TITLE ONLY;** AN ORDINANCE PROVIDING FOR ADDITIONAL APPROPRIATIONS AND FOR TRANSFERRING FUNDS FOR THE YEAR 2026, FOR THE CITY OF KENTON, OHIO, AND DECLARING AN EMERGENCY.

2ND 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.
- (Amendment Requested) **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.

3RD 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 23, 2026, 7PM

RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

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

Held

February 23, 2026

20

4th REGULAR SESSION:

Kenton City Council met in their 4th Regular Session on February 23, 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: Dear Lord, we just thank You tonight for all of these people here, all of these public servants that give their time with very little in return, to try to make the City of Kenton a better place to call home. All of those emergency personnel, police, fire, all the street, water, sewer workers that brave the cold, that deal with some folks that aren't always so pleasant, and do so in a professional and official manner. We thank You for that. We thank you for providing residents that want to have a better home and that are interested in seeing their community and their families aspire to be better. We ask that You continue to look over this community and help all of those here to make the best decisions we can. AMEN
Pledge of Allegiance recited.

MINUTES:

Althausser: Okay, again, welcome, and we'll first ask if there are any additions or corrections to the minutes as they were printed.

Blum: I did submit to Emma, a correction.

Althausser: All right, and Emma's got that. Any others? Okay, we'll let it be said, the minutes will be approved as correct.

CITIZENS REQUESTING TIME TO SPEAK:

None.

COMMUNICATIONS:

None.

PETITIONS:

None.

ADMINISTRATION REPORTS:

Althausser: Chief Musser?

Chief Musser: Nothing tonight, thank you.

Althausser: Fire, Kyle? Okay we'll go on to then Economic Development, anything you want to talk about?

Webb: No, sir.

Althausser: Income Tax, we do have the report in your packet. Discussed quite a bit during Finance Committee meeting earlier this evening. Any questions there? Anything from the Auditor's office you want to talk about now? Alright, Treasurer, we did have our Treasurer here to report the Finance Committee earlier. John, anything with the law side?

Schwemer: Nothing.

Althausser: Okay, and Cindy, if you want too, I know you've got an introduction to make and...

Murray: Yep, and I got a whole bunch of stuff.

Althausser: Okay.

Murray: I want to introduce you to Theron Gammon. He's our new Superintendent of Public Works. So Theron, come up and tell everybody a little bit about yourself.

Webb: And give a report.

Theron Gammon: My name's Theron. I took over, I think it was December 15th, as the Superintendent for the Street Crew and Public Works, I should say. We're chugging along. Had a lot of water breaks with the cold weather, a couple of frozen mains. Got a lot more snow than we anticipated, but I think we stayed afloat with the small crew that we have. If you know anybody looking for a job, we're hiring. We need the help. I live in ward two, born and raised in Kenton, lived here for a while, joined the Army out of school, came back after the Army, and this is where I'm at. If you guys need anything, get ahold of me and we can make it happen.

Blum: Well, super great job on the big snow.

Theron Gammon: Well, thank you.

RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

Lilienthal Southeastern, Inc., 1-800-837-1804, Re-Order 66655K

Held

February 23, 2026

20

Blum: Amazing.

Theron Gammon: We had a, the guys were motivated to get it done. We split up in two shifts, ran twelve-hour shifts to get it hauled away as quick as we could.

Blum: That was great too, hauling it out.

Theron Gammon: While dealing with, I think we had a water main break during that time, a sewer back up. It was, it was fun.

Webb: Some equipment issues the first night.

Theron Gammon: Yeah, first night, but I think you can give a lot of props to Jeff. I mean, you look at the major cities, they had a lot of breakdowns and they couldn't push snow, but Jeff kept our stuff maintained. We had three trucks go down and he had them fixed by the next day.

Althaus: And we just mentioned, one of the things that we'll do on the agenda, we're going to get Public Works back on there, and that's you. Now, do you need to be here at every meeting? No, and I know Cindy and Lynn will counsel with you on that, but we want you to know that your department is just as important as any other, and depending on the time of year, maybe more important. So, there's always a placeholder here for you to come and talk to us, and I can tell you historically, when there's ever been areas where, whether it was council kind of went off the rails on understanding exactly how Public Works, what their needs are it was always because we didn't have good, good communication with the department head. Now, with the individuals we have in the manage, in our administration now that won't happen, but you are absolutely welcome anytime to try to explain needs, whether it's equipment, policy, procedure, to this body, because that helps us understand.

Theron Gammon: Alright.

Jones: Thank you, Theron.

Theron Gammon: Thank you.

Murray: You're still on me.

Althaus: Yes, I'm still on you.

Murray: Okay, so at the beginning of the year I gave, put a flyer out there about the Utility Board training that's in Newark. Some of you did it online, they don't offer it online anymore. If you did online, it's good for five years, but we have to have that in order to even be considered for principal forgiveness. So, I know Sue said she would go with me. We could probably take three more people. The more, the merrier. Kristy, if you want to go that day with us, that would be great.

Jones: What day is that?

Blum: When is it?

Murray: I think it's March 18th, I didn't bring the flyer over here.

Althaus: It's a week day too.

Webb: March 18th.

Murray: Yes, it's a Wednesday.

Althaus: So they don't offer anything outside of normal work hours.

Murray: I don't, I don't think so. They want you, they want you to make that, if they're going to give you principal forgiveness money, they want you make a concerted effort to go.

Althaus: Awful lot of council members have jobs.

Murray: So...

Buroker: How many people have to go? Did you say?

Murray: I can take, probably take five.

Buroker: But I mean, how many people do they say?

Murray: They wanted, at one point they wanted every council member to go through it. So, but I know Chad had gone through it and...

Jones: I think I went through it.

Murray: You only did the one we never got the second half of it, but if you can go that would be great just so that they should know that we had yeah, five of us show up at this thing and...

Blum: I can go, Cindy.

Jones: I can go.

L. Miller: I can go.

Murray: Okay, so that was one thing. That wasn't even on my list. We're going to announce tonight that in the 200 and 300 block of Smith Avenue we're going to make that no parking on the south side of the road. We were just going to notify those people that live there. The street is not wide enough to get a school bus down through there, so. We're going to put a stop sign to make it a four-way stop at the intersection of Leighton and Grove. Right now it is only on Grove, a two-way stopped. So, we're going add the two stop signs to Leighton, and I will send a press release out on that one, Tim, to you.

Held

February 23, 2026

20

The next thing I have is, we signed the agreement for the electrical aggregate for the citizens of the City of Kenton. Last year we only signed a one-year agreement and that was with Dynergy. This year, this time we signed a 36-month agreement. I think that would create a lot less confusion with the citizens because every year a new letter goes out, and every year we get dozens of questions asked of us, more than dozens, hundreds of them, hundreds, maybe thousands.

C. Miller: Still with the same company?

Murray: No.

C. Miller: Oh, sorry.

Murray: That's why, that's why a letter has to go out. So, currently with Dynergy we pay .0964 cents per, or dollars per kilowatt hour, and it's going to go to .0979 with Direct Energy and that will be a three-year agreement.

Webb: Dynergy came in at like a dollar something.

Murray: The current one was a lot higher than that. We also asked them about natural gas, because everybody wants to know about going, get a natural gas. Now, let me see if I can read what he told us. Okay, so Enbridge takes a monthly settlement price and adds fifty cents per MCF, and he thinks that's going to go to seventy cents per MCF, but when you join an aggregation, that fifty or seventy cents increases to \$2.25 because they have to get the gas from Eastern Ohio to Western Ohio for a larger group of people. You can go on the PUCO website and get it cheaper, but once again I'm going to tell everybody that we've always told them all along, you've got to be really careful for what you sign up for. One, is what is the length of your contract? You may only get three months' worth of the cheaper rate, then it's going to go up, probably higher than what we have, and also look out for any kind of early termination fees that may be associated with getting out of your contract. So, that's what he said on the electrical aggregates, that he can't beat anything that you can get individually.

Webb: There's no, natural gas is very limited on the western side of the state. So, it's plentiful on the eastern side. To get it here, he said, the cost. Just to clarify, I think we need to clarify. We don't get anything from accepting an aggregate. It's just a better price. Cindy's not getting \$200.00 in her pocket for it.

Murray: Right.

Schwemer: There used to be community grants available to some offering where they would give a community, but those have not been in any of the proposals. I think since you both have been a part of the city, those grants have kind of gone off so they're just not being offered to us. Obviously, that's something we would look at, but it's not even in the proposals that's submitted by the various suppliers that have submitted bids.

Webb: And we believe, we just want, this is an option for our residents. You don't have to be in the aggregate. You can pick whichever one you want.

Schwemer: And you're not stuck if you stay in now by not, you have to opt out if you don't want in, but let's just say if you don't opt out your automatic in, but that doesn't mean six months from now. We have no early termination on the city contract. So, if you do get an offer in six months, they said this is a good deal, as Cindy said, do your research make sure you're getting yourself, but you can opt out and there's no penalty for early withdrawal. So, our contract's three years, but if you decide in six months, an individual says, I've got a better deal, then you can opt out and then you're gonna get your new carrier, but that's then nothing to do with the city.

Murray: Right, and you can opt out, and opt in, and opt out, and opt in as many times as you want.

Webb: And it doesn't affect if we have 200 people opt out, it doesn't affect the city.

Murray: Right.

C. Miller: So does that .0977 with Direct, is that if you opt in, is that a lock in for 36 months.

Murray: Yes.

Jones: Yes.

Murray: Yes.

C. Miller: And if you opt out after six months, do you go back in at that rate...

Murray: Yes, that is our rate for the next three years. That will be our rate.

Buroker: So, if you don't do anything, you're automatically going to go into what you're talking about.

Murray: Right, and again, and I have an AEP bill at home. I'll bring one in the next time, and I'll show you the section that shows you that you're part of the aggregate. Maybe we'll even make it into the packet. Okay, and we're going to look for that amount. So, any questions on that aggregate? Okay so, it's that time for our utility rate increase. We've gone through all the rates that were supplied with,

RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

Lilienthal Southeastern, Inc., 1-800-637-1904, Re-Order 66665K

Held

February 23, 2026

20

through our last rate study. We have not completed our current rate study. I still have some more work to do, but the Utility Board went ahead and approved or agreed to approve the 3% increase that's a part of the legislation, right down here. So, that will take effect, I think it takes effect March 1st. You won't see that until the May bill that comes out, and with that 3% increase, the current minimum bill for water goes from \$27.42 to \$28.24. It's an increase of 82 cents, and the minimum bill for sewer goes from \$35.07 to \$36.12 for an increase \$1.05. So, the minimum bill increases \$1.87 per month, and the last thing that I have is we have an EPA Asset Management Audit at the water treatment plant this Friday. I think it's either 10:00 or 10:30. Any of you are welcome, 10 o'clock. Any of your welcome to come if you want to. They come and they ask us all kinds of questions to make sure that we are good stewards of the money that they are lending us. So, making sure we take care of the assets that we have and things like that.

Buroker: Is that down at the water?

Murray: It's at the Water Treatment Plant.

C. Miller: What day is it?

Several: Friday.

Althaus: 10 o'clock.

L. Miller: I don't know where the plant is.

Althaus: Cindy, can you remind me of the email that was sent regarding the training, in March.

Did that come from you, or did it come from Emma?

Murray: I put a flyer out on everybody's....

Althaus: That's what it was.

Murray: I've got the flyer. I just don't have it right here. I've got the flyers.

Althaus: But again, you're pretty certain that was March?

Murray: It's like 18th, what's March 18th?

Althaus: The 18th is Wednesday, the 19th is the State of the City.

Murray: I think it's the 18th.

Althaus: Alright, I need to look at that flyer. I might try to take a day off. Okay, Lynn?

Webb: I'll wait till the end.

Althaus: Okay, that'll work.

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

Althaus: Finance if you want to start, if you have anything to report.

Blum: The Finance Committee just met at 6 o'clock here in chambers. We set our regular meeting to be at 5:30 on the second Monday of each month, and we're hoping to have Kristy, our Auditor, our Assistant Auditor, our Treasurer, Lynn Chute with Income Tax, all present so we can discuss how we can improve our collections and the money coming in. Other than that, getting know each other for the first time as we start the new year.

Althaus: Any questions for them? MOP, anything to report?

Wren: MOP has not met, yet.

Althaus: Alright, Public Utilities?

Jones: We did meet and I think Cindy really touched on everything that we discussed at that meeting. We also had a meeting with RCAP that was very informative about rate studies and how that all plans into place. It goes on your income. It's income based also that they do that study for in our town, so he put together some recommendations for us which we'll look at and discuss later.

Althaus: Alright, any questions? And let's move on. Streets, anything to report?

Wren: Nothing extra to report.

C. Miller: But we do have a meeting on February the 25th at 3:30, correct?

Wren: Yes.

Althaus: February 25th?

Wren: Yes. Thank you.

C. Miller: I just wanted to make sure.

Althaus: And finally, Legislation.

C. Miller: So, we haven't met since the previous meeting. Our date is to be determined. We thought we had a plan, but we're going to have to reevaluate when we meet again. So, hopefully by next meeting we'll have a report of Legislation at the next meeting.

Althaus: Alright, Regional Planning I don't think has met. Yeah you don't meet, Regional Planning you don't meet until...

Blum: Oh no, not til April.

Held

February 23, 2026

20

Althaus: April.

Blum: Yeah.

Althaus: Parks and Rec Board, kind of a slow time, but what do you got Robin?

Jones: I think that we decided that we would start up again in March. I saw where Ada starts their early pool passes in April. So, that gives us a little bit of time to go over our schedule for fees for different pool and quarry and I think the quarry opens April 1, always. So, we'll get together with Park & Rec members and decide on a time.

Althaus: Okay. Sue, anything to talk about?

Murray: Our next meeting is March 3rd at 5:00. The cemetery you're talking about?

Althaus: Yep. Cemetery board. Alright, Lydia, Tree Commission?

L. Miller: The Shade Tree will be on February 25th at the Elks between 5.30 and 6 o'clock, but we haven't had a meeting before that.

Althaus: And finally, BKP had a meeting last week. Not really much to report, at all, we had, still trying to get a few new members up to speed, but I think everybody definitely has the ability, so it shouldn't be much of a hiccup there. Nothing, it was a pretty short meeting, let's put it that way, so that's always a good thing. No old business or new business, unless I've missed something.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

ORDINANCES /RESOLUTIONS:

1ST 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.**

Althaus: Looks like this, Columbus Street.

Murray: Yes, this is Columbus Street sidewalk.

Althaus: Columbus Street sidewalks, okay. Got some time on that, so any questions you try to get with Cindy if you have questions on that project or?

Murray: That money is in the budget.

Althaus: And we'll read that again in two weeks at the next meeting. That's okay with everybody else. Let's move on to the next one.

- **RESOLUTION NO. 002-26, TITLE ONLY; A RESOLUTION ADOPTING A CYBERSECURITY POLICY FOR THE CITY OF KENTON, OHIO, AND DECLARING AN EMERGENCY.**

Althaus: Who wants to chat on this one. I know it's a requirement that we've got to get done.

Clerk: You want me to go?

Murray: I sure do.

Clerk: So, this was one of the findings in our state audit, is that we didn't have this policy in place. So, Whitney worked with our IT company and he kind of put this together for us and so we just are in a hurry to get it in place so that we're compliant and up to date.

Motion by Mrs. Blum and second by Mrs. Wren that the rules requiring legislation of a permanent or general nature to be read on three separate days, be suspended for Resolution No. 002-26.

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

Motion by Mr. Miller and second by Ms. Jones to adopt Resolution No. 002-26.

Althaus: Is there any discussion?

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

- **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.**

Althaus: Any time the train comes, the CSX is involved, it's always hurry up and wait maybe.

Murray: Yeah, well, we've waited a long time to get this, so...

Schwemer: Pay too.

RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

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

Held

February 23, 2026

20

Althaus: Yeah, and pay.

Schwemer: You always have to pay.

Murray: Yes. Yes.

Schwemer: That's always the first-time item to be addressed.

Murray: Yes, so this is, there's a \$750.00 fee. So, what this is for is part of our Perry Street project.

Currently there is a siphon, so there is a sewer line that runs underneath the Scioto River and comes back up on the south side. We think that that allows river water to get in and everything else, it's so old. So, we would like to take Village Pantry and AEP's sewage back out to the north and pick up the new sewer line that we put in in phase one. To do that, we have to go underneath the railroad, and to do that you have to have CSX's permission and a fee. So that's what this is for, it's to let me sign the agreement with CSX that says that the city's okay to pay that amount to do that.

Althaus: And you notice a seventeen-page document.

Schwemer: We've done these before, you know, with the downtown phase one we had to do a similar agreement because we were all working when we started that project to get through the railroad.

Motion by Mrs. Buroker and second by Ms. Jones that the rules requiring legislation of a permanent or general nature to be read on three separate days, be suspended for Resolution No. 003-26.

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

Motion by Mrs. Wren and second by Mrs. Blum to adopt Resolution No. 003-26.

Althaus: Any discussion?

Wynegar: How much is the fee on that?

Murray: \$750.00. There is also a requirement for insurance coverage and their cost for the insurance was more than to add it to our insurance, so we just went through our insurance. So, I have the liability certificate saying that we don't need to purchase insurance through them.

Althaus: Any other discussion?

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

- **RESOLUTION NO. 004-26, TITLE ONLY: A RESOLUTION AUTHORIZING THE SALE OF PERSONAL PROPERTY NOT NEEDED FOR MUNICIPAL PURPOSES, AND DECLARING AN EMERGENCY.**

Althaus: And you see the legislation there. Not in a real big hurry, I don't think, but there's the items. We can almost, if it's okay with everyone and move that on to the second reading in a couple weeks.

- **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.**

Althaus: Anyone want to chat on this one a little bit?

Murray: I've got it highlighted here. Okay, so the board membership, what the board membership was, it says, at least one member shall be an owner of property in the Kenton downtown historic district. One shall be a downtown business person who is a member of the Kenton Area Chamber of Commerce. One shall be a downtown business operator and two shall be drawn from the general citizenry of the municipality, and what we would like to change that to is the board members, the members of the board shall be appointed by the mayor with due regard for the need of professional expertise and balance among the diverse interests within the downtown historic district, and that is basically very similar to what Findlay has. We had a hard time getting people to want to serve and had interest and expertise in order to get interest and keep maintaining our historical downtown district. Also...

Schwemer: Just keep in mind though, there have been no change, really any new member is supposed to be approved by city council.

Althaus: Right.

Murray: Right.

Schwemer: So, it would give her discretion, but still it needs to be that person needs to be approved. So, there would still be involvement in city council. It's not just the mayor making decision and running with it. Okay, and that's not changed. It's just how she picks, or whoever the mayor is.

Murray: Right, and also we added any board, the last sentence down there that says any member of the board who has been absent for two consecutive meetings, or more than one-third of the total number scheduled to 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 the final approval of

Held

February 23, 2026

20

the mayor. We get people on the board that we hear lately didn't want to participate and we were kind of had our hands...

Webb: And we have a lot coming down the pipe, so.

C. Miller: So, this this board is strictly voluntary as well, right.

Murray: Yes.

Althaus: Yeah, they're not paid.

C. Miller: Right.

Murray: Okay, in 1437.07, it's, we've changed it, it says, the Architectural and Historic, the old way was Architectural and Historic board of review shall meet within the first 15 days of January of each year and so shall elect members as chairman, second member as vice chairman, and the third member as secretary. The board shall meet monthly and more frequently at the call of the chairman. A scheduled meeting may be canceled by the action of the chairman if it can be determined that there are no applications or issues of the board to address. So, we change that to 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. So, instead of having regularly scheduled with nothing to talk about, only basically as needed.

Webb: It kind of mirrors the Zoning Board of Appeals.

Murray: And then in 1437.10, it used to be, this is in section B, it used to be the applications of any permit required by this chapter shall be submitted to the city clerk who shall then submit them to the Architectural Board of Review, and then if the board, if you had, if they denied it because it didn't meet the requirements, the appeal went right back to the architecture board of review. So, we changed it back to the way it was back in 2020-2021 where the meetings, when Emma gets the permit, it comes to me. If it does not meet the requirements in this chapter, then it goes to the Architectural board for the appeal process. So, basically how everything else works. Any time anybody turns in a building permit, it comes to me. If it doesn't meet what our ordinances say, then it goes to the Zoning Board of Appeals. So, we just took it back to that so that the Architectural Review Board is not approving or denying, and then getting it to go right back to that board on appeal, so.

Althaus: The part you'll notice that's unchanged then is the final step, they could appeal again to council, but you remember we had one that was a little bit clunky, and that's when this all came about. Trying to figure out who really heard the first appeal. Good first steps. That'll make a big difference. Any questions on that? Not, you know, and I would think, I would guess the administration's open to further comment if you have it. We have two more reads, so this is the time to study it up and make comments to them. Ask questions. All right, we'll read that again in two weeks as well.

2nd READING

None.

3rd READING

None.

OTHER MATTERS:

None.

COMMENTS FROM THE PUBLIC:

None.

COMMENTS FROM THE NEWS MEDIA:

None.

COMMENTS FROM COUNCIL MEMBERS AND ADMINISTRATION:

Althaus: Kristy, anything you want to add? Brad? Chief? Chief? Captain?

Captain Brammell: Thanks for the upgrade.

Althaus: Yeah. (laughter) Don't tell Bruce. Theron anything? Alright, Sue?

Buroker: Yes, I would like to mention that within the, since our last meeting, I needed the use of our emergency services here. Jack had an incident and he ended up in the emergency room. I had to call squad, and he was in the hospital and ended up an ICU over in Marion. I can't say enough good things about the care that he got from the squad and from the hospital, and then over to Marion was just as

RECORD OF PROCEEDINGS

019

Minutes of

KENTON CITY COUNCIL

Meeting

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

Held

February 23, 2026

20

good. So, we hear so many negative things, and I just, man, I am very thankful that we have it, very, very thankful.

L. Miller: I have nothing to add.

Wynegar: I've got nothing to add.

C. Miller: No, thank you.

Wren: Nothing, thank you.

Blum: Of course I do. Revitalize Kenton is that energetic group is planning a city cleanup, downtown area, April 25th from 9 to 12. We're inviting everybody in the city to join us.

Althausser: Okay, keep reminding us.

Jones: So, I would like to express my thankfulness for the Kenton Choral Boosters for a great showcase they put on this past weekend. It was pretty amazing to see the talent and the camaraderie between all the teams plus all the volunteers in our community. We have a community full of great volunteers that made that happen, and I had a conversation with one young lady that works at Twirl and she said they sold, I don't know how many, 10 dresses that day. So, it did bring some economic advantages to our town that day, and if you can't put that on your schedule next year to go attend, you're missing a lot of great opportunities for our youth in this community. So, it was a great night full of fun, and it was just a lot of, you could just feel a lot great things in the atmosphere. It was a good night.

Schwemer: I would like to add to that. It really showcased the school, but what I'd really like to say there were so many people that volunteered including half the people up here that put in a lot of volunteer time and that effort would not have happened if not for all the people in the community. The problem is trying to keep that momentum to keep this moving because I do think it's a good thing for the city. It really puts us out there. I think the economic value is really hard to place, but it's just a, I thought it was a very good event. It's always a struggle doing something the first time. They had one at the old high school last year, but it wasn't really the same, it was much larger this year. So again, especially the ladies sitting up here that volunteered, it's greatly appreciated because without that, the school can't put that on themselves. So, it'd be impossible, but it was a great event.

Jones: A shout out to Scooters Coffee because they were out there for two days, and I mean, that's a wonderful experience because we are so blessed to have them in town and everybody was very complimentary of all the drinks that they were making and so it was a win win for them. but I love to see their presence at all the things that they do. They really do a lot of great things for our town. So, support them however you can.

Althausser: Cindy, anything from you? Lynn?

Webb: I just want to reiterate about the parking downtown. All day parkers, let's find a lot that we can park in all day and really open up the front of the city building and the annex building. Also, I'll put a little plug in for just around the corner here by the city lot if we can keep those open. I did talk to Chief Musser about, you know, possibility of putting in some, an ordinance on a timed parking. So, we're gonna work through that and we'll present to, does that go to Legislation or Streets first?

Schwemer: I don't think there would be any, whatever we think would fit best. It would be, ultimately, legislation, but you could...

Murray: Bring in both?

Schwemer: Yeah, you could, because it's one of those that kind of fits a little bit under both. The language itself would be Legislation, but how you get about the ins and outs is a little bit on the Streets, so it could be kind of a joint effort if that's what you would want to do.

Webb: We'll do that. I'll get that in front of you guys. Another, again, I thank every one of our employees from Public Works to Police, Fire, the water treatment plant, sewer plant. I mean, again we talk about gratitude and thankfulness, again, every one, of those I will say it every time we meet because they keep the city running and I can't thank them enough. Thank you Chief Musser for again, we did a big ask on helping with the left-hand turn lane, you know or no left turn and they're out there fighting the battle. So, I appreciate that, and another big thank you, Theron didn't share it, but there was a big sewer line that has been a big issue off Summit Street for years, probably a decade or more, huge, what was it fourteen-feet deep?

Theron Gammon: Nineteen-feet deep. So, Roger Crates helps comes in, and I mean, this has been an issue for a long, long time, and it's finally been corrected. So, that will help a lot of people down through that that way. So, thank you Public Works and Roger Crates Excavating they did great job on that. Finally, State of the City, we'll keep running that. March 19th, 6:30 at the Performing Arts Center at the school. Our theme is Gratitude: where we've been, where we are, and where we're going. Emma's doing a great job in preparing that. So, we put an email out to everybody. So, it's not mandatory, but boy, it's darn close. We just really like a great showing on that, because if we can answer questions,

RECORD OF PROCEEDINGS

Minutes of

KENTON CITY COUNCIL

Meeting

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

Held

February 23, 2026

20

whether it's in that time frame or out in the hall or whatever, that just gives us more transparency and where we're going. That's all I have.

Althausen: Okay, Emma anything you want to add? Alright, I'm going to start asking. I'd just follow up real quick what Robin and John said, we did have a lot of community involvement, including businesses, and you mentioned Scooters, but I think Holly, Sweet Note had some things out there, what, Salsa's and 101 both did too, weren't they? On Saturday, they were serving food. Granted, they were selling food. Don't get me wrong, but you don't have an event like that with that many people with you if you don't have local restaurants, eateries that want to take part. I mean, they serve an awful lot of meals. So, I don't know if there's anyone else. I think those four, so shout out to them. Thank you, and with that, I believe that's all we have unless someone has something else. We're adjourned then until March 9th at 7 p.m.

Joel Althausen, Council President

Emma Nelson, Clerk



Economic & Community Development Report March 2026

Business Attraction

- Comprehensive Economic Development Strategy (CEDS): Public Review period is open until March 11. The link to view and provide feedback is available on the Economic Development page of the Alliance website at hccba.com/divisions/economic-development
 - Attended the Greater Lima Region Inc. Quarterly Engagement Breakfast to participate in a roundtable discussion featuring the work that the five counties (Allen, Hancock, Hardin, Putnam & Van Wert) did to prepare the CEDS.
 - CEDS set for approval at the March 13 Alliance Board of Directors meeting. Once approved by all five counties, it will be submitted to the Economic Development Administration.
- Data Center Inquiry: Received an inquiry for a small data center. Had a consultative meeting with the developer and AEP. Discussed potential locations and provided contact info for potential sites. (This would be a small data center, without the significant utility requirements of the large-scale projects that we see on the news.)
- Opportunity Zones 2.0: See attached Memo.
- Land Use Planning Grant: Provided a letter of support to Mark Doll in Regional Planning for an application for the ODA Land Use Planning Grant.

Business Retention & Expansion (BRE)

- Enterprise Zone (EZ) Management: Tax Incentive Review Council meetings in Ada and Kenton are scheduled for Friday, March 6.
 - Kenton: Stillwater Metal, Graphic Packaging International, Robinson Fin Machines (construction updates), and Vancrest (construction update).
 - Ada: Associated Plastics Corp and Wilson Sporting Goods (construction update).
- BR&E: Scheduling BR&E Days with Regional Growth Partnership.

Workforce Development

- Hardin Career Task Force/3E Program: We have started receiving sponsorships for the 3E Program Coordinator Position. We requested \$500 donations from manufacturers and other major employers and have begun invoicing for those that have opted in.

Small Business & Entrepreneurship

- Small Business Academy: The Small Business Development Center at Rhodes State is currently offering Small Business Academy - VIP: Very Important Planning. The sessions are held Tuesdays, March 3-April 7 at the Borra Center at Rhodes State.

Community Development

- Kenton Historic Courthouse District, Inc.: Collaborating with Jennifer Ramge on a proposal to make significant changes to the structure and organization of KHCD. Presented it to the Alliance Executive Committee, and received preliminary approval. More details to come.

Other / Alliance Operations

- Annual Meeting: Successfully conducted the Online Annual Meeting with a quorum in attendance. The membership approved the 2025 financial report and 2026 budget. Stephanie Jolliff was approved to remain on the board for two additional years to serve as Past Chair. New officers include Tracy Temple of Silver Creek Supply, Chair; Jordan Temple of Quest Federal Credit Union, Vice Chair; and Braden Lewis of Middlefield Bank, Treasurer.
- Economic Development Breakfast Meeting: Featured speakers were Jim Whitaker from OhioHealth Hardin Memorial Hospital and Kayla Zehery from OSU Lima. 44 people were in attendance.

MEMORANDUM

TO: Hardin County Commissioners; Mayor of Kenton; Ada Village Administrator; Buck Township Trustees

FROM: Holli Underwood, President & CEO, Hardin County Chamber & Business Alliance

DATE: February 27, 2026

RE: Opportunity Zones 2.0: Strategic Investment Incentives (2027–2037)

1. Program Overview: Opportunity Zones 2.0

The One Big Beautiful Bill Act (OBBBA) of 2025 permanently established the Opportunity Zone (OZ) program and created a new "decennial" designation process. Starting July 1, 2026, state governors will nominate a new map of census tracts for a 10-year term. Unlike the original 2018 window, the current law provides aggressive, exclusive incentives specifically for rural communities.

2. The "Rural Advantage" Incentives

Hardin County qualifies for a new category called a Qualified Rural Opportunity Fund (QROF). This status provides two primary financial triggers that do not apply to urban areas (e.g., Columbus or Lima):

- 30% "Rural Step-Up": Investors who deploy capital in Hardin County receive a 30% reduction in their original capital gains tax bill after 5 years. Urban zones only receive a 10% reduction.
- 50% Substantial Improvement Rule: To qualify for tax breaks, a developer must improve a property. In our rural tracts, they only need to increase the building's value by 50% (compared to the standard 100% requirement). This makes the renovation of historic or smaller-scale buildings significantly more feasible.
- 10-Year Tax-Free Appreciation: If an investment is held for 10 years, all profit made on the appreciation of that asset is 100% federal tax-exempt.

3. Eligibility & Recommended Census Tracts

The Ohio Department of Development (ODOD) requires tracts to meet one of two "Low-Income Community" tests: a poverty rate of 20%+ or a Median Family Income (MFI) below 70% of the state/metro average.

Recommended Nominations for Hardin County:

- Tract 0005 (Kenton Central): High eligibility; critical for downtown revitalization and converting upper floors to workforce housing.
- Tract 0001 (Village of Ada): Strategic for housing and tech-related investments near Ohio Northern University.
- Tract 0004 (Buck/Pleasant Twps): Targeted for industrial corridor expansion; attracts manufacturing capital via the "Rural 30% Step-Up."

4. Nomination Process & Requirements

The Governor can only nominate 25% of a state's eligible tracts. To ensure Hardin County is selected, we must provide ODOD with:

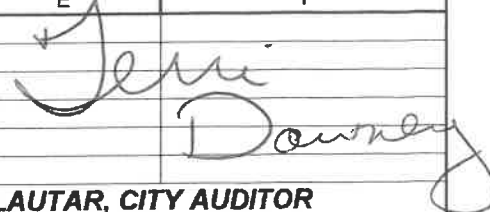
1. Local Government Concurrence: Documented support from the Commissioners and respective local leaders.
2. Demonstrated Readiness: Evidence that the community is actively planning for growth (supported by our recent CEDS and Land Use initiatives).

3. Reporting Compliance: Agreement that local projects will comply with new federal transparency requirements regarding job and housing unit creation.

5. Critical Timeline

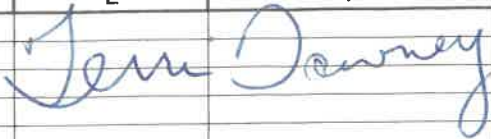
- March – June 2026: Secure local resolutions of support.
- July 1, 2026: 90-day State Nomination Window opens.
- September 2026: Governor submits final Ohio list to U.S. Treasury.
- January 1, 2027: New Opportunity Zones officially go live for a 10-year period.

Next Step: I will be reaching out to schedule brief individual updates to discuss how we can coordinate the formal letters of support required for the July 1 deadline.

A	B	C	D	E	F	
1	MONTHLY REPORT OF THE CITY AUDITOR & CITY TREASURER					
2	TO THE MAYOR OF KEENTON, OHIO					
3	in accordance with the provisions of Section 733.45 Ohio Revised Code, we herewith					
4	submit our report of the conditions of the various funds of the municipality for the					
5		MONTH ENDING-	Jul-25			
6						
7	TERRI L. DOWNEY, CITY TREASURER		BRADFORD C. LAUTAR, CITY AUDITOR			
8	FUND	GEN. FUND	AUDITOR BAL.	CURRENT O.S.	PRIOR O.S.	TREASURERS BAL.
9						
10	101	General Fund	\$4,468,077.21	\$6,456.43	\$3,160.33	\$4,477,693.97
11	201	Street Fund	\$103,173.89	\$402.28		\$103,576.17
12	202	State Highway Fund	\$103,808.19			\$103,808.19
13	204	RSPO Fund	\$41,760.03			\$41,760.03
14	205	CDBG Fund	\$31,302.10			\$31,302.10
15	206	Revolving Loan Fund	\$0.00			\$0.00
16	207	Court Special Pro. Fund	\$82,495.99	\$695.00		\$83,190.99
17	208	Permissive Auto Fund	\$0.00			\$0.00
18	209	County CDBG Fund	(\$2,150.00)			(\$2,150.00)
19	210	Court Comp. Fund	\$51,180.49			\$51,180.49
20	211	Police Pension Fund	\$0.00			\$0.00
21	212	Fire Pension Fund	\$0.00			\$0.00
22	213	KPDAA Fund	\$15,415.18			\$15,415.18
23	214	Law Enforcement Fund	\$70,594.84			\$70,594.84
24	215	Indigent Drivers Alcol. Fd.	\$113,981.67		\$425.00	\$114,406.67
25	216	E.M.H.A. Fund	\$18,415.17			\$18,415.17
26	217	Probation Services Fd	\$48,965.38			\$48,965.38
27	218	Grove Cemetery Fund	\$1,572.72			\$1,572.72
28	220	AGO Police Training	\$0.00			\$0.00
29	222	Local Fiscal Rec. Fund	\$0.00			\$0.00
30	223	Opioid Settlement	\$44,708.67			\$44,708.67
31	303	Cap. Improv.Issue II Fd	\$0.00			\$0.00
32	307	Stormwater Capital Proj.	\$0.00			\$0.00
33	401	Bond Retirement Fund	\$0.00			\$0.00
34	403	Note Retirement Fund	\$0.00			\$0.00
35	601	Waterworks Fund	\$2,485,393.17	\$10.78		\$2,485,403.95
36	602	Sewer Fund	\$2,678,512.56	\$2,512.89		\$2,681,025.45
37	605	Garbage & Refuse	\$308,648.07			\$308,648.07
38	606	Stormwater Fund	\$379,687.84			\$379,687.84
39	608	Waterworks Dep. Fund	\$125,807.04		\$154.34	\$125,961.38
40	907	Fire Loss Claims Fund	\$50,220.00			\$50,220.00
41	908	Unclaimed Monies Fund	\$41,485.44			\$41,485.44
42						
43						
44		Total Deposits	\$11,263,055.65	\$10,077.38	\$3,739.67	\$11,276,872.70
45						
46						
47		Less Investment	Home Sav. & Loan			(\$1,045,237.14)
48		Less Investment	Star Ohio			(\$7,944,862.04)
49		General Dep. Bal.				\$2,286,773.52*
50						
51		Payroll Rotary Acct.	\$15,697.74	\$15,697.74	\$0.00	\$15,697.74
52						
53	*Treas Bal. \$2,286,773.52 -\$3643.23 (offage being corrected) = \$2,283,130.29 Bank Bal.					
54						
55						
56						

A	B	C	D	E	F	
1	MONTHLY REPORT OF THE CITY AUDITOR & CITY TREASURER					
2	TO THE MAYOR OF KEENTON, OHIO					
3	in accordance with the provisions of Section 733.45 Ohio Revised Code, we herewith					
4	submit our report of the conditions of the various funds of the municipality for the					
5		MONTH ENDING-	Aug. 2025			
6						
7	TERRI L. DOWNEY, CITY TREASURER		BRADFORD C. LAUTAR, CITY AUDITOR			
8	FUND	GEN. FUND	AUDITOR BAL.	CURRENT O.S.	PRIOR O.S.	TREASURERS BAL.
9						
10	101	General Fund	\$4,706,045.71	\$18,330.24	\$4,706.73	\$4,729,082.68
11	201	Street Fund	(\$46,532.00)	\$13,701.47		(\$32,830.53)
12	202	State Highway Fund	\$103,477.00	\$1,395.15		\$104,872.15
13	204	RSPO Fund	\$15,673.57	\$4,405.61		\$20,079.18
14	205	CDBG Fund	\$31,427.77			\$31,427.77
15	206	Revolving Loan Fund	\$0.00			\$0.00
16	207	Court Special Pro. Fund	\$82,719.16	\$265.00		\$82,984.16
17	208	Permissive Auto Fund	\$0.00			\$0.00
18	209	County CDBG Fund	(\$2,150.00)			(\$2,150.00)
19	210	Court Comp. Fund	\$53,668.08			\$53,668.08
20	211	Police Pension Fund	\$0.00			\$0.00
21	212	Fire Pension Fund	\$0.00			\$0.00
22	213	KPDAA Fund	\$15,440.18			\$15,440.18
23	214	Law Enforcement Fund	\$71,732.31			\$71,732.31
24	215	Indigent Drivers Alcol. Fd.	\$114,142.20		\$425.00	\$114,567.20
25	216	E.M.H.A. Fund	\$17,948.37	\$233.39		\$18,181.76
26	217	Probation Services Fd	\$49,696.17			\$49,696.17
27	218	Grove Cemetery Fund	\$47,496.03			\$47,496.03
28	220	AGO Police Training	\$0.00			\$0.00
29	222	Local Fiscal Rec. Fund	\$0.00			\$0.00
30	223	Opioid Settlement	\$53,355.65			\$53,355.65
31	303	Cap. Improv. Issue II Fd	\$0.00			\$0.00
32	307	Stormwater Capital Proj.	\$0.00			\$0.00
33	401	Bond Retirement Fund	\$0.00			\$0.00
34	403	Note Retirement Fund	\$0.00			\$0.00
35	601	Waterworks Fund	\$2,520,284.41	\$30,519.93		\$2,550,804.34
36	602	Sewer Fund	\$2,725,576.60	\$133,763.92		\$2,859,340.52
37	605	Garbage & Refuse	\$309,773.29	\$267.72		\$310,041.01
38	606	Stormwater Fund	\$383,345.04	\$711.41		\$384,056.45
39	608	Waterworks Dep. Fund	\$120,293.54	\$1,575.97	\$154.34	\$122,023.85
40	907	Fire Loss Claims Fund	\$50,220.00			\$50,220.00
41	908	Unclaimed Monies Fund	\$41,485.44			\$41,485.44
42						
43						
44		Total Deposits	\$11,465,118.52	\$205,169.81	\$5,286.07	\$11,675,574.40
45						
46						
47		Less Investment	Home Sav. & Loan			(\$1,054,296.02)
48		Less Investment	Star Ohio			(\$7,974,921.09)
49		General Dep. Bal.				\$2,646,357.29*
50						
51		Payroll Rotary Acct.	\$31,975.10	\$22,877.63	\$0.00	\$54,852.73
52						
53		Treas. Bal. \$2,646,357.29 - \$2,078.77 (errors being corr.) = \$2,644,278.52 Bank Bal.				
54						
55						
56						

A	B	C	D	E	F	
1	MONTHLY REPORT OF THE CITY AUDITOR & CITY TREASURER					
2	TO THE MAYOR OF KEENTON, OHIO					
3	in accordance with the provisions of Section 733.45 Ohio Revised Code, we herewith					
4	submit our report of the conditions of the various funds of the municipality for the					
5		MONTH ENDING-	Sep. 2025			
6						
7	TERRI L. DOWNEY, CITY TREASURER		BRADFORD C. LAUTAR, CITY AUDITOR			
8	FUND	GEN. FUND	AUDITOR BAL.	CURRENT O.S.	PRIOR O.S.	
9					TREASURERS BAL.	
10	101	General Fund	\$4,759,821.81		\$4,759,821.81	
11	201	Street Fund	(\$75,440.43)		(\$75,440.43)	
12	202	State Highway Fund	\$104,796.31		\$104,796.31	
13	204	RSPO Fund	\$3,235.17		\$3,235.17	
14	205	CDBG Fund	\$31,523.14		\$31,523.14	
15	206	Revolving Loan Fund	\$0.00		\$0.00	
16	207	Court Special Pro. Fund	\$78,421.21		\$78,421.21	
17	208	Permissive Auto Fund	\$0.00		\$0.00	
18	209	County CDBG Fund	(\$2,150.00)		(\$2,150.00)	
19	210	Court Comp. Fund	\$50,464.57		\$50,464.57	
20	211	Police Pension Fund	\$0.00		\$0.00	
21	212	Fire Pension Fund	\$0.00		\$0.00	
22	213	KPDAA Fund	\$15,440.18		\$15,440.18	
23	214	Law Enforcement Fund	\$78,078.21		\$78,078.21	
24	215	Indigent Drivers Alcol. Fd.	\$113,765.36		\$113,765.36	
25	216	E.M.H.A. Fund	\$17,948.37		\$17,948.37	
26	217	Probation Services Fd	\$49,576.64		\$49,576.64	
27	218	Grove Cemetery Fund	\$47,518.41		\$47,518.41	
28	220	AGO Police Training	\$0.00		\$0.00	
29	222	Local Fiscal Rec. Fund	\$0.00		\$0.00	
30	223	Opioid Settlement	\$53,355.65		\$53,355.65	
31	303	Cap. Improv.Issue II Fd	\$0.00		\$0.00	
32	307	Stormwater Capital Proj.	\$0.00		\$0.00	
33	401	Bond Retirement Fund	\$0.00		\$0.00	
34	403	Note Retirement Fund	(\$36,698.93)		(\$36,698.93)	
35	601	Waterworks Fund	\$2,582,979.58		\$2,582,979.58	
36	602	Sewer Fund	\$2,619,288.12		\$2,619,288.12	
37	605	Garbage & Refuse	\$368,982.43		\$368,982.43	
38	606	Stormwater Fund	\$606,014.87		\$606,014.87	
39	608	Waterworks Dep. Fund	\$118,346.02		\$118,346.02	
40	907	Fire Loss Claims Fund	\$50,220.00		\$50,220.00	
41	908	Unclaimed Monies Fund	\$41,485.44		\$41,485.44	
42						
43						
44		Total Deposits	\$11,676,972.13	\$61,132.24	\$0.00	\$11,738,104.37
45						
46						
47		Less Investment	Home Sav. & Loan			(\$1,054,296.02)
48		Less Investment	Star Ohio			(\$8,003,732.75)
49		General Dep. Bal.				\$2,680,075.60**
50						
51		Payroll Rotary Acct.	\$33,665.93	\$940.76	\$78.00	\$34,684.69*
52						
53	*Treas. Bal. \$34,684.69 +78.80 (Aug. int) -711.65 (prev. dep error) = \$34,051.84 Bk. Bal.					
54	**Treas. Bal. \$2,680,075.60 off w/bank at this time due to absent report and other corrections					
55						
56						

A	B	C	D	E	F	
1	MONTHLY REPORT OF THE CITY AUDITOR & CITY TREASURER					
2	TO THE MAYOR OF KEENTON, OHIO					
3	in accordance with the provisions of Section 733.45 Ohio Revised Code, we herewith					
4	submit our report of the conditions of the various funds of the municipality for the					
5		MONTH ENDING-	Oct. 2025			
6						
7	TERRI L. DOWNEY, CITY TREASURER		BRADFORD C. LAUTAR, CITY AUDITOR			
8	FUND	GEN. FUND	AUDITOR BAL.	CURRENT O.S.	PRIOR O.S.	TREASURERS BAL.
9						
10	101	General Fund	\$4,590,022.76	\$16,418.69		\$4,606,441.45
11	201	Street Fund	(\$3,527.55)	\$7,613.33		\$4,085.78
12	202	State Highway Fund	\$83,674.00			\$83,674.00
13	204	RSPO Fund	\$1,004.12	\$168.01		\$1,172.13
14	205	CDBG Fund	\$31,615.49			\$31,615.49
15	206	Revolving Loan Fund	\$0.00			\$0.00
16	207	Court Special Pro. Fund	\$83,411.16	\$115.00	\$135.00	\$83,661.16
17	208	Permissive Auto Fund	\$0.00			\$0.00
18	209	County CDBG Fund	\$0.00			\$0.00
19	210	Court Comp. Fund	\$54,878.24	\$18.74		\$54,896.98
20	211	Police Pension Fund	\$0.00			\$0.00
21	212	Fire Pension Fund	\$0.00			\$0.00
22	213	KPDAA Fund	\$15,479.93			\$15,479.93
23	214	Law Enforcement Fund	\$78,164.21	\$150.00		\$78,314.21
24	215	Indigent Drivers Alcol. Fd.	\$113,960.88			\$113,960.88
25	216	E.M.H.A. Fund	\$17,714.98			\$17,714.98
26	217	Probation Services Fd	\$52,987.88	\$500.00		\$53,487.88
27	218	Grove Cemetery Fund	\$0.00			\$0.00
28	220	AGO Police Training	\$0.00			\$0.00
29	222	Local Fiscal Rec. Fund	\$0.00			\$0.00
30	223	Opioid Settlement	\$53,355.65			\$53,355.65
31	303	Cap. Improv. Issue II Fd	\$0.00			\$0.00
32	307	Stormwater Capital Proj.	\$0.00			\$0.00
33	401	Bond Retirement Fund	\$0.00			\$0.00
34	403	Note Retirement Fund	\$0.00			\$0.00
35	601	Waterworks Fund	\$2,546,767.22	\$14,329.34		\$2,561,096.56
36	602	Sewer Fund	\$2,834,218.97	\$157,480.52		\$2,991,699.49
37	605	Garbage & Refuse	\$422,285.88	\$6.70		\$422,292.58
38	606	Stormwater Fund	\$143,272.17			\$143,272.17
39	608	Waterworks Dep. Fund	\$117,390.93	\$301.23	\$359.08	\$118,051.24
40	907	Fire Loss Claims Fund	\$50,220.00			\$50,220.00
41	908	Unclaimed Monies Fund	\$43,972.11			\$43,972.11
42						
43						
44		Total Deposits	\$11,330,869.03	\$197,101.56	\$494.08	\$11,528,464.67
45						
46						
47		Less Investment	Home Sav. & Loan			(\$1,054,380.52)
48		Less Investment	Star Ohio			(\$8,032,857.36)
49		General Dep. Bal.				\$2,441,226.79*
50						
51		Payroll Rotary Acct.	\$38,924.01	\$78.00	\$78.00	\$39,080.01
52						
53		*Treas. Bal. \$2,441,226.79 - \$70.54 (Oct. int. transferred to O.A.) = \$2,441,156.25 Bk. Bal.				
54						
55						
56						

A	B	C	D	E	F	
1	MONTHLY REPORT OF THE CITY AUDITOR & CITY TREASURER					
2	TO THE MAYOR OF KEENTON, OHIO					
3	in accordance with the provisions of Section 733.45 Ohio Revised Code, we herewith					
4	submit our report of the conditions of the various funds of the municipality for the					
5	MONTH ENDING-		Nov. 2025			
6						
7	TERRI L. DOWNEY, CITY TREASURER		BRADFORD C. LAUTAR, CITY AUDITOR			
8	<u>FUND</u>	<u>GEN. FUND</u>	<u>AUDITOR BAL.</u>	<u>CURRENT O.S.</u>	<u>PRIOR O.S.</u>	<u>TREASURERS BAL.</u>
9						
10	101	General Fund	\$4,480,552.69	\$12,126.27		\$4,492,678.96
11	201	Street Fund	\$74,007.63	\$6,960.99		\$80,968.62
12	202	State Highway Fund	\$84,905.42	\$16.92		\$84,922.34
13	204	RSPO Fund	\$5,624.13	\$158.67		\$5,782.80
14	205	CDBG Fund	\$31,731.79			\$31,731.79
15	206	Revolving Loan Fund	\$0.00			\$0.00
16	207	Court Special Pro. Fund	\$85,729.40	\$160.00	\$135.00	\$86,024.40
17	208	Permissive Auto Fund	\$0.00			\$0.00
18	209	County CDBG Fund	\$0.00			\$0.00
19	210	Court Comp. Fund	\$56,138.53	\$9.37		\$56,147.90
20	211	Police Pension Fund	\$0.00			\$0.00
21	212	Fire Pension Fund	\$0.00			\$0.00
22	213	KPDAA Fund	\$15,479.93			\$15,479.93
23	214	Law Enforcement Fund	\$53,740.94	\$24,507.94		\$78,248.88
24	215	Indigent Drivers Alcol. Fd.	\$113,874.03			\$113,874.03
25	216	E.M.H.A. Fund	\$17,654.98	\$30.00		\$17,684.98
26	217	Probation Services Fd	\$53,298.01	\$865.33	\$500.00	\$54,663.34
27	218	Grove Cemetery Fund	\$0.00			\$0.00
28	220	AGO Police Training	\$0.00			\$0.00
29	222	Local Fiscal Rec. Fund	\$0.00			\$0.00
30	223	Opioid Settlement	\$53,647.80			\$53,647.80
31	303	Cap. Improv.Issue II Fd	\$0.00			\$0.00
32	307	Stormwater Capital Proj.	\$0.00			\$0.00
33	401	Bond Retirement Fund	\$0.00			\$0.00
34	403	Note Retirement Fund	\$0.00			\$0.00
35	601	Waterworks Fund	\$2,588,438.81	\$191,320.39		\$2,779,759.20
36	602	Sewer Fund	\$2,773,512.29	\$434,290.85		\$3,207,803.14
37	605	Garbage & Refuse	\$474,087.37	\$63.37		\$474,150.74
38	606	Stormwater Fund	\$144,021.90	\$2,485.00		\$146,506.90
39	608	Waterworks Dep. Fund	\$114,320.14	\$129.39	\$508.53	\$114,958.06
40	907	Fire Loss Claims Fund	\$80,983.76			\$80,983.76
41	908	Unclaimed Monies Fund	\$43,972.11			\$43,972.11
42						
43						
44		Total Deposits	\$11,345,721.66	\$673,124.49		\$12,019,989.68
45						
46						
47		Less Investment	Home Sav. & Loan			(\$1,063,441.15)
48		Less Investment	Star Ohio			(\$8,060,124.36)
49		General Dep. Bal.				\$2,896,424.17*
50						
51		Payroll Rotary Acct.	\$50,115.67	\$547.00	\$78.00	\$50,740.67
52						
53		*Treas. Bal. \$2,896,424.17 - \$68.03 (Nov. int. transferred to O.A.) = \$2,896,356.14 Bk. Bal.				
54						
55						
56						

A	B	C	D	E	F	
1	MONTHLY REPORT OF THE CITY AUDITOR & CITY TREASURER					
2	TO THE MAYOR OF KEENTON, OHIO					
3	in accordance with the provisions of Section 733.45 Ohio Revised Code, we herewith					
4	submit our report of the conditions of the various funds of the municipality for the					
5		MONTH ENDING-	Dec 25			
6						
7	TERRI L. DOWNEY, CITY TREASURER		BRADFORD C. LAUTAR, CITY AUDITOR			
8	FUND	GEN. FUND	AUDITOR BAL.	CURRENT O.S.	PRIOR O.S.	TREASURERS BAL.
9						
10	101	General Fund	\$4,141,423.51	\$26,454.29	\$73.93	\$4,167,951.73
11	201	Street Fund	\$651,816.07	\$76,941.67		\$728,757.74
12	202	State Highway Fund	\$72,944.82	\$12,216.86		\$85,161.68
13	204	RSPO Fund	\$2,826.90	\$1,169.49		\$3,996.39
14	205	CDBG Fund	\$31,819.36			\$31,819.36
15	206	Revolving Loan Fund	\$0.00			\$0.00
16	207	Court Special Pro. Fund	\$85,422.81	\$425.90		\$85,848.71
17	208	Permissive Auto Fund	\$0.00			\$0.00
18	209	County CDBG Fund	\$0.00			\$0.00
19	210	Court Comp. Fund	\$57,151.92	\$109.37		\$57,261.29
20	211	Police Pension Fund	\$0.00			\$0.00
21	212	Fire Pension Fund	\$0.00			\$0.00
22	213	KPDAA Fund	\$15,479.93			\$15,479.93
23	214	Law Enforcement Fund	\$48,063.61			\$48,063.61
24	215	Indigent Drivers Alcol. Fd.	\$113,137.18	\$200.00		\$113,337.18
25	216	E.M.H.A. Fund	\$16,311.26	\$826.88		\$17,138.14
26	217	Probation Services Fd	\$51,408.02	\$2,685.91		\$54,093.93
27	218	Grove Cemetery Fund	\$0.00			\$0.00
28	220	AGO Police Training	\$0.00			\$0.00
29	222	Local Fiscal Rec. Fund	\$0.00			\$0.00
30	223	Opioid Settlement	\$53,647.80			\$53,647.80
31	303	Cap. Improv. Issue II Fd	\$0.00			\$0.00
32	307	Stormwater Capital Proj.	\$0.00			\$0.00
33	401	Bond Retirement Fund	\$0.00			\$0.00
34	403	Note Retirement Fund	\$0.00			\$0.00
35	601	Waterworks Fund	\$2,023,661.46	\$57,389.05		\$2,081,050.51
36	602	Sewer Fund	\$2,299,384.95	\$407,281.02		\$2,706,665.97
37	605	Garbage & Refuse	\$273,562.25	\$257,163.45		\$530,725.70
38	606	Stormwater Fund	\$134,550.08	\$22.83		\$134,572.91
39	608	Waterworks Dep. Fund	\$114,211.57	\$617.20		\$114,828.77
40	907	Fire Loss Claims Fund	\$76,983.76			\$76,983.76
41	908	Unclaimed Monies Fund	\$44,615.64			\$44,615.64
42						
43						
44		Total Deposits	\$10,308,422.90	\$843,503.92	\$73.93	\$11,152,000.75
45						
46						
47		Less Investment	Home Sav. & Loan			(\$1,063,531.18)
48		Less Investment	Star Ohio			(\$8,087,258.74)
49		General Dep. Bal.				\$2,001,210.83**
50						
51		Payroll Rotary Acct.	\$22,395.21	\$78.00		\$22,473.21*
52						
53		*Treas. Bal. \$22,473.21 -.01 (payroll authority error on Dec. 19, '25) = \$22,473.20 Bank Bal.				
54		**Treas. Bal. \$2,001,210.83 - \$48.78 (Int. from payroll to O.A.) = \$2,001,162.05 Bank Bal.				
55						
56						

Finance Committee Meeting

February 23, 2026 – 6:00 p.m.

Council Chambers

Present: Whitney Weyant, Sure Buroker, Lydia Miller, Chad Miller, Doris Blum, Robin Jones, John Schwemer, Lynn Webb, Cindy Murray, Emma Nelson, Joel Althausser, Brad Lautar, Tim Thomas, Angelica Johnson, Terri Downey

Call to Order and Review of Previous Meeting

Chair Doris Blum called the meeting to order and reviewed the prior Finance Committee meeting. She noted that she was named Chair for the year and summarized earlier discussions regarding committee operations, the Auditor's responsibilities and communication, State audit findings, cash flow, and banking roles. She also stated that certain off-agenda discussions from the previous meeting would not move forward.

Auditor's Office Update

Brad Lautar provided an update on the status of the Auditor's Office. He stated that he and the Deputy Auditor reviewed the State audit findings issued prior to his appointment and agreed the findings were factual and correctable. Lautar explained that he accepted the position after being asked to fill the vacancy and acknowledged that while he has a background in mathematics and education, he does not have experience in finance or auditing. He described his role as overseeing the office and periodically checking in with staff to ensure responsibilities are being fulfilled.

Discussion followed regarding current job descriptions within the Auditor's Office. It was noted that they do not accurately reflect the present workflow and responsibilities. Lautar agreed to review and align those descriptions. The Committee requested that he also oversee compliance with the State audit findings. Questions were raised about communication methods, and Lautar confirmed he is reachable by telephone but does not use email or a smartphone.

Treasurer's Report

Treasurer Terri Downey reported that city accounts are reconciled through December, with the next reconciliation pending. She explained her responsibilities include balancing the payroll and operating accounts and coordinating with the Deputy Auditor to resolve discrepancies. Downey also manages certificates of deposit, a money market account, and funds held through the STAR Ohio program. She stated that funds in STAR Ohio are liquid and accessible when needed.

It was discussed that additional individuals should be authorized on certain accounts to ensure continuity. The process of periodically reviewing and rebidding banking services was also addressed, with clarification that this is typically done every four years (last one done in 2024). The Law Director recommended preparing a summary of all accounts, balances, terms, and interest rates for Committee reference, and Downey agreed to provide that information. She was invited to attend future Finance Committee meetings regularly.

Budget Update and Fund Status

The Deputy Auditor presented a year-to-date fund report outlining beginning balances, revenue received, expenditures, and current balances. It was explained that certain revenue figures may appear elevated because project-related funds are received and expended in close sequence, particularly for loan-funded infrastructure work.

City officials discussed temporary fund distortions related to internal advances and ongoing reconciliation from the North Detroit Street project. It was clarified that budgeted

figures differ from actual bank balances and that some funds are invested or held outside the primary operating account. A significant encumbered expense for a fire truck is anticipated later in the year.

The Committee discussed the importance of monitoring income trends compared to projections and determining at what point discretionary spending should be limited if revenue falls below expectations.

Utilities Revenue Update

A utilities revenue summary was presented reflecting water, sewer, trash, and storm water collections. Revenues for the prior year were largely in line with projections, with sewer revenue exceeding expectations due in part to disposal services. Current year collections are tracking near expected benchmarks.

Discussion included delinquent utility accounts and the recent transition to billing property owners rather than tenants. Early indicators suggest a reduction in delinquency notices, though more time is needed to fully assess the impact. The process for certifying unpaid balances to property taxes was reviewed, with acknowledgment that recovery can take considerable time.

Income Tax Report

Income Tax Administrator Lynn Chute reported that collections are tracking similarly to the previous year, though certain business declaration payments may decline due to reported losses. She is working to improve quarterly tracking of declarations and identifying businesses that are not paying estimated amounts.

Chute reported successful collection efforts on prior year delinquencies and emphasized that consistent follow-up through letters has yielded results. The Committee discussed available legal remedies for delinquent income taxes, including referral to the Attorney General, civil judgments, garnishment, and collection agencies. It was clarified that income tax delinquencies cannot be certified to property taxes under Ohio law. The primary challenge remains identifying non-filers. Chute agreed to provide updated delinquency totals at a future meeting.

Revenue Monitoring and Spending Controls

The Committee discussed the need for continued monitoring of income tax revenue against projections and identifying appropriate triggers for reducing discretionary spending. It was noted that the prior year was the first recent instance where projected income did not fully meet expectations. Officials emphasized the complexity of municipal budgeting, particularly when project-related revenues and expenses are interwoven with operating funds.

Future Revenue Considerations

The Committee discussed long-term revenue strategies, including maximizing existing collections before considering additional levies. Legal counsel explained that increasing the municipal income tax rate or pursuing a property tax levy would require voter approval. Past levy attempts have not been successful. The potential impact of statewide property tax changes was also noted. Further discussion on revenue strategies was tabled until next meeting March 9th at 5:30.

Adjournment

RESOLUTION NO. 005-26

A RESOLUTION TENTATIVELY AWARDING THE CONTRACT FOR THE WATER TREATMENT PLANT REPAIR AND REHAB DESIGN TO WESSLER ENGINEERING AND DECLARING AN EMERGENCY.

WHEREAS, the administration and Council have decided that it would be in the best interest of the City of Kenton to tentatively award the design contract to Wessler Engineering subject to final approval of funding for the project from Ohio Water Supply Revolving Loan Account (WSRLA)

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

SECTION I. The foregoing Resolution was adopted and all actions and all deliberations of the City Council of Kenton were conducted in open meetings to the public in compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

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

Passed this ____ day of _____, 2025.

President of Council

Attest:

Clerk

Approved this ____ day of _____, 2025.

Mayor



More than a Project™

March 4, 2026

Ms. Cynthia A. Murray
City of Kenton, Ohio
111 West Franklin Street
Kenton, Ohio 43326

Re: Proposal for Professional Services
WTP Phase I Improvements

Dear Ms. Murray:

We are pleased to present this Proposal to City of Kenton, Ohio (hereinafter referred to as OWNER) to provide Professional Services in conjunction with the Kenton WTP Phase I Improvements.

I. PROJECT DESCRIPTION

The PROJECT shall generally consist of design of improvements to the Water Treatment Plant (WTP) and remote sites, described as follows:

A. Water Treatment Plant

1. Filters: Underdrains and sweep arm rehabilitation, valve and pipe replacement, pipe coatings, PLC addition to automate backwashing and filter operations, actuator installation, instrumentation installation
2. Concrete Rehabilitation: Patching and spalling repair for softening tanks
3. Sludge Pumping System: Replace existing pumps, valves, replace failed piping
4. Sluice Gate Cylinders: Replace existing sluice gate actuators and gates (if warranted)
5. Boiler: Boiler and appurtenance replacement
6. High Service Pump (HSP): Replace HSP No. 2 motor and provide VFD.

B. Remote Sites

1. Well Sites: Installation of (Remote Terminal Units) RTUs at each wellhouse (7 total), update flow meters and motor starters as required to connect with RTUs
2. Elevated Storage Tank (EST): Installation of RTU and instrumentation

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. Design Phase

1. Project Management
 - a. Provide project management services for the duration of the project including quality control, quality assurance, and regular communication with OWNER.
 - b. Perform coordination with other entities as necessary to discuss the planned project and regulatory review/approval processes.
2. Design Drawings and Specifications
 - a. The project will include 30% and 90% review meeting workshops.
 - b. Prepare 30% Design Phase documents consisting of:
 - 1) 30% Design Summary to include:
 - a) List of work items and rehabilitation methods
 - b) List of potential media suppliers and general contractors
 - c) Discussion of “change order rehab” items and contingency
 - d) Plant operations during construction discussion
 - e) List of design questions for OWNER
 - f) Estimate of construction cost
 - 2) 30% Design Drawings
 - 3) List of technical specifications
 - c. Prepare for and conduct a 30% Design Review Workshop. This workshop will include a discussion of the documents developed for the 30% Design Phase. Within seven (7) days of the work session, OWNER shall submit to ENGINEER any additional comments and instructions for revisions.
 - d. Following OWNER’s review and approval of 30% Design Phase documents, prepare 90% Design Phase documents. The 90% Design Phase documents will include the scope, extent, and character of the Work to be performed and furnished by Contractors and will consist of:
 - 1) 90% Design Drawings, which will include revisions to the 30% Design Drawings plus the following:
 - a) A full set of drawings for the rehabilitation and upgrades listed in the Project Description.
 - 2) Project Manual consisting of front-end legal, funding requirements, and contractual documents, technical specifications, and applicable appendices.
 - 3) Updated estimate of construction cost.

- e. Furnish two (2) review copies and one digital (pdf) copy of the 90% Design Phase documents to OWNER and review them with OWNER at a 90% Design Review Workshop. The workshop will include a review of the 30% Design Review workshop decisions and a discussion of any new issues that have been identified since the 30% Design Review Workshop. Within seven (7) days of the work session, OWNER shall submit to ENGINEER any additional comments and instructions for revisions to the 90% Design Phase documents.
 - f. Revise the 90% Design Phase documents in accordance with comments and instructions received from the OWNER and resulting from the 90% Review Workshop.
 - g. Print sufficient copies and submit to reviewing and approving agencies, if applicable. Regulatory review comments shall be addressed to obtain the necessary construction permits.
 - h. Submit Bid Documents and final opinion of probable construction costs to OWNER. Furnish two (2) hard copy sets and one digital (pdf) copy.
3. Regulatory Approvals/Permits
- a. Prepare technical criteria, written descriptions, design data, exhibits, and assistance to OWNER in preparing and filing applications for permits from, or approvals of, governmental authorities having jurisdiction to review or approve the final design of the PROJECT.
 - b. Provide permit coordination to assist in addressing comments from, and in consultations with, such authorities.
 - c. It is understood OWNER will assist in gathering information needed for permit applications and will pay all permit application fees.

ENGINEER's services under the Design Phase will be considered complete on the date when the Bid Documents have been delivered to OWNER.

B. Bid Phase

After acceptance by OWNER of the Bid Documents, receipt of bid authorization by the Ohio Environmental Protection Agency (OEPA), and upon authorization by OWNER to proceed with Bid Phase Services, ENGINEER shall:

1. Assist in advertising for and obtaining Bids for the Work.
2. Maintain a record of prospective Bidders to whom Bid Documents have been issued. Coordinate and process prospective Bidders payments for the Bid Documents.
3. Conduct a pre-Bid conference and prepare minutes of the meeting for distribution.
4. Respond to Bidder's questions and issue Addenda as appropriate to clarify, correct, or change the Bid Documents.

5. Provide information or assistance needed by OWNER in the course of any negotiations with Bidders.
6. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Bidders for those portions of the Work as to which such acceptability is required by the Bid Documents.
7. Attend the Bid opening, prepare Certified Bid tabulation, and assist OWNER in evaluating Bids. Prepare and submit a Bid Summary letter to OWNER.
8. Assemble and assist OWNER in awarding contract documents for the Work.
9. Prepare a Notice of Award to the successful contractor, award instruction letter, and Construction Agreement.
10. Prepare and submit Post-Bid documents to OEPA to obtain OEPA authorization to award the Contract.

ENGINEER's services under the Bid Phase will be considered complete upon signing of the Construction Agreement between OWNER and Contractor, or upon cessation of negotiations with prospective Contractors.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Revising previously accepted Drawings, Specifications, or Contract Documents when such revisions are required by changes in Law and Regulations enacted subsequent to the effective date of this AGREEMENT; or due to any other causes beyond ENGINEER's control.
- B. Services resulting from any changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing.
- C. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- D. Services to make measured Drawings of or to investigate existing conditions or facilities, or to verify the accuracy of Drawings or other information furnished by OWNER when existing Drawings are incomplete or not available.
- E. Services required as a result of OWNER providing incomplete or incorrect PROJECT information to ENGINEER, including incomplete or inaccurate Record Drawings.

- F. Destructive or invasive structural investigation to uncover suspected hidden structural deficiencies.
- G. Appearances before courts, boards, or commissions on matters of public hearings, permit protests, or litigation related to the PROJECT.
- H. Special project insurance requirements and associated premiums beyond that provided in this Agreement or in excess of that currently maintained by ENGINEER.
- I. Furnishing services of ENGINEER's Subconsultants for other than Basic Engineering Services.
- J. ENGINEER's services relating to future phases of design work, Ohio EPA Plan approval permit, SCADA and controls programming, Construction Administration, and Resident Project Representative.
- K. Other services requested by OWNER and performed or furnished by ENGINEER not otherwise provided for in this Agreement.

IV. OWNER'S RESPONSIBILITIES

OWNER's responsibilities are contained in Attachment No. 1, Standard Terms and Conditions. Additionally, OWNER's responsibilities shall include:

- A. Asbestos & Lead Sampling – OWNER shall contract with a professional testing firm to determine the potential for lead and asbestos contamination as it relates to the planned scope of work. ENGINEER will assist the OWNER with coordinating with such professional testing firms.

V. INFORMATION TO BE PROVIDED BY OWNER

- A. OWNER shall provide reasonably available information as requested by ENGINEER including:
 - 1. Provide existing system information ENGINEER can rely upon to evaluate the existing conditions and operations of the water system.
 - 2. Assist with field investigations, such as hydrant flow tests, confined space entry, and providing access to existing water system components such as the treatment plant, wells, and tanks.
 - 3. CAD or GIS shapefiles, if available, including:
 - a. Water system and other utilities
 - b. Right-of-way information and property lines for those properties to be served
 - 4. Locations of existing service lines

- 5. Current and future land use plans
- 6. Previously prepared Preliminary Engineering Reports or Studies

VI. SUBCONSULTANTS

A. ENGINEER intends to subcontract portions of the Professional Services as follows:

Applied Engineering Services HVAC Design
 CTL Engineering..... Hazardous Materials Testing

B. ENGINEER reserves the right to add, remove, or replace Subconsultants with prior written approval from OWNER per the terms and conditions contained in Attachment No. 1, Standard Terms and Conditions.

VII. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

A. Compensation for Professional Services described in Article II.A through II.B shall be on a lump sum fee basis as follows. ENGINEER may allocate dollars between the individual tasks within the total lump sum fee; however, the total lump sum fee shall not be exceeded without prior written approval of the OWNER.

Article II.A – Design Phase	\$255,000.00
Article II.B – Bid Phase	<u>\$15,000.00</u>
Total Lump Sum Fee:	\$270,000.00

B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.

C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER’s Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

VIII. SCHEDULE

The design of the PROJECT is anticipated to be completed for an April 1, 2026 advertisement or whichever date is needed so the April 30 bids in hand deadline is met.



IX. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

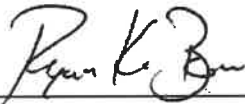
If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 2026.


ENGINEER
WESSLER ENGINEERING, INC.

OWNER
CITY OF KENTON, OHIO



Ryan K. Brauen, P.E.
Vice President

Cynthia A. Murray
Safety Services Director

Attest: 

Rebecca Scarbrough, P.E.
Senior Project Manager

Attest: _____
Pamela Romanko
Chief Deputy Auditor

Date: March 4, 2026

Date: _____

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
City of Kenton
111 West Franklin Street
Kenton, OH 43326

LOCAL OFFICE:
80 State Route 103, Suite C
Bluffton, OH 45817

RLS:kg Clients:/Kenton, OH/Proposals/P#03876/Kenton WTP Phase I Design Proposal

Attachments: No. 1 – Standard Terms and Conditions



ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Applicability; Agreement

A. These Standard Terms and Conditions (these "Terms") govern the purchase of the Services by Owner from Engineer. The Agreement to which these Terms are attached (the "Agreement") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Owner's general terms and conditions of sale regardless whether or when Owner has submitted its sales confirmation or such terms. This Agreement expressly limits Owner's acceptance to the terms of this Agreement. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

B. Engineer shall provide, or cause to be provided, the Services as described in this Agreement, and Owner shall pay Engineer for such Services in accordance with the terms of this Agreement.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees multiplied by standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all

responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party (as the "Terminating Party") with thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party (the "Non-Performing Party") through no fault of the Terminating Party; provided, however, the Non-Performing party shall have 14 calendar days from the receipt of the Terminating Party's notice to cure such non-performance or submit a plan cure acceptable to the Terminating Party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon thirty days' written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus all costs or expenses incurred by Engineer as a result of Owner's termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. **Owner's Responsibilities.** During the term of this Agreement, Owner shall (at its sole cost and expense):

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or its representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for Engineer to enter upon all property required for the performance of Engineer's Services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

Owner shall perform all of its responsibilities under this Agreement in a prompt manner so as not to prevent Engineer from performing the Services in a timely manner.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof (collectively, "Disputes") in good faith for a period of thirty days from the date of notice.

B. If the parties are unable to resolve a Dispute within thirty days, Owner and Engineer agree that they shall then submit any and Disputes to mediation by a mutually agreed upon third party mediator. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. Engineer shall perform the Services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no other warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's Services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Ohio.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains all right, title and ownership (including ownership of all intellectual property rights) to such documents, whether or not the Project is completed.

D. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ENGINEER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO ENGINEER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$500,000.00, WHICHEVER IS LESS.

E. No party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (other than any payment obligations) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the non-performing party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, pandemic, epidemic or restrictive quarantine, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

F. Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

G. Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

H. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

I. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

J. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

K. Confidential Information. All confidential or proprietary information of a party disclosing such information (as the "Disclosing Party") disclosed by Disclosing Party to the other party (as the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by the Disclosing Party in writing or required by applicable law. Upon the Disclosing Party's request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. The Disclosing Party shall be entitled to seek injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; or (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party.

10. Subconsultants

A. Subconsultants used by the Engineer are listed in the Main Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

11. Statutory Provisions

A. Non-Discrimination. Engineer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

C. Non-Appropriation. The parties acknowledge that Owner is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, Owner's fiscal body should fail to appropriate sufficient funds to continue Agreement, it will become null and void. Owner shall not be obligated to perform unless and until sufficient funds are appropriated. Owner agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Owner agrees to inform Engineer in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

EXPLANATION OF ORDINANCE NUMBER 26-004

Additional Appropriations:

WATERWORKS FUND (601)

WW Engineering Services - \$270,000 Needed for Wessler Engineering. Water Treatment Plant Upgrades. This is associated with Resolution 005-26. This cost will be added to the construction principal forgiveness/loan from EPA. Needs to be expedited to meeting bid timing of mid April/May in order to secure principal forgiveness from EPA.

WW DT Engineering - \$102,685 Needed for OHM additional construction management cost for downtown project Phase 2A. This is for the additional work done completed for waterlines on 100 block of W. Columbus St. This money will be taken from the Department of Development grant.

SEWER FUND (602)

SR DT Engineering - \$222,315 Needed for OHM additional construction inspection cost for downtown project Phase 2A. This is for the additional work done on sanitary and storm systems. Request will be made to add this additional cost to EPA loan if finance committee determines that is the route they would like to pursue.

SR Chemicals - \$6,000 - only budgeted \$500 in 2026; spent \$175 in 2025. Sewer Fund had \$397,328 not appropriated in the 2026 budget.

Transfers within the Fund:

Waterworks Deposits (608)

From WW Credit Memos Applied to WW Deposits Applied - \$12,500 due to moving water accounts into property owner name.



July 10, 2025

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

**RE: Kenton Downtown Infrastructure Improvements
Phase 2A – Main and Detroit Street Storm, Sanitary, and Water improvements
Construction Administration, Engineering, and Inspection Services
Request for Contract Amendment**

Dear Ms. Murray:

As a modification to our agreements dated November 11, 2020, and amended with our Construction Administrations proposal dated September 19, 2023. OHM Advisors is requesting an amendment to our current contract fees related to the Construction phase of the above-mentioned project.

As you are aware, we have worked with the City to add some additional work to the project including sanitary and storm improvements on Franklin and Columbus Streets between Main and Detroit Streets. We have also encountered some unknowns on the project with the coal chutes that have impacted the utility installation. This additional work is going to increase the overall length of time that the Contractor is going to need to complete the work accordingly. Right now, we are anticipating that the new completion date for the work will be the middle of December 2025, with potential surfacing in the spring of 2026. The original completion date is currently July 2025, based on starting in February 2024.

OHM's original Construction Engineering proposal was based on the original 18 months of construction which put the completion date in July 2025. We are requesting an additional 4 months of Construction Engineering and Inspection effort for \$240,000, along with the additional construction engineering effort associated with the additional storm sewer on Franklin and Columbus Streets of \$85,000 and associated roadway reconstruction. This totals \$325,000 in additional fees requested in this amendment. This increase along with the projected cost of the construction is still below the approved funding budget totals.

The scope of work included follows the original letter proposal dated September 19, 2023.

We can sit down and discuss this request to address any questions that may arise, or if you have any questions or comments, please me a call on my cell phone noted below.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, reading "Craig Schripsema", is written over a horizontal line.

Craig Schripsema
Principal, Ohio Field Services Manager
craig.schripsema@ohm-advisors.com
D: (614) 474-1702 C: (989) 600-3955

ORDINANCE NUMBER 26-004

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

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

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

WATERWORKS FUND (601)

WW DT Engineering	102,685.00	
WW Engineering Services	270,000.00	
TOTAL WATERWORKS FUND		\$ 372,685.00

SEWER FUND (602)

SR DT Engineering	222,315.00	
SR Chemicals	6,000.00	
TOTAL SEWER FUND		\$ 228,315.00
TOTAL ADDITIONAL APPROPRIATIONS		\$ 601,000.00

SECTION II. That the following amounts are hereby transferred within the fund as follows for the year 2026.

WATERWORKS DEPOSITS (608)

From WW Credit Memos Applied	12,500.00	
To WW Deposits Applied		
TOTAL WATERWORKS DEPOSITS FUND (608)		\$ 12,500.00
TOTAL TRANSFERS		\$ 12,500.00

SECTION III. That this Ordinance shall be an emergency measure, the particular emergency being the need to balance accounts for the immediate and best protection of the public welfare, safety, and convenience, this Ordinance shall be in force and effect from and after its passage and approval by the Mayor.

Passed: _____

President of Council

Attest:

Approved:

Clerk of Council

Mayor

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
- 40-50 Flag Poles

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