



CITY OF KENT, OHIO

CITY COUNCIL ■ 320 S. DEPEYSTER STREET ■ KENT, OHIO 44240 ■ 330-678-8007

Wednesday, March 17, 2021

Regular City Council Meeting

Public Hearing Zoning Code Amendments Chapters 1107-1114

Executive Session Immediately following Council Mtg.

Due to the COVID-19 pandemic, this meeting will be held virtually using the Zoom platform and live streamed on the City of Kent YouTube Channel.

AGENDA

7:25 P.M. Public Hearing: On February 14, 2021, notice was given that the Kent City Council will conduct a public hearing to allow for public comment and questions regarding the review of the updated Zoning Code: Proposed text amendments for proposed chapters 1107 through 1114.

Board of Control: Immediately Following Public Hearing

Regular Council Meeting

1. Roll Call
2. Opening Remarks and Pledge of Allegiance (Mr. Sidoti)
3. Approval of Minutes
 - 3.1 Regular City Council Meeting of February 17, 2021
 - 3.2 Public Hearing February 17, 2021
 - 3.3 Public Hearing March 3, 2021
4. Communications
 - 4.1 Public Comment
 - 4.1.1 Anyone wishing to address Council must submit their written comments to the Clerk of Council at councilclerk@kent-ohio.org by **4:30 p.m.** on the day of the meeting. If also requesting to speak at the meeting, comments are limited to three (3) minutes.
 - 4.2 Written Communication (All placed on file in the Clerk of Council's office)
 - 4.2.1 Civil Service Agenda for February 22, 2021 received on February 19, 2021.

- 4.2.2 Civil Service exam notice for Juvenile Counselor received on March 4, 2021.
- 4.2.3 Standing Rock Cemetery Board meeting minutes from February 11, 2021 and Agenda for March 11, 2021 received on March 2, 2021.
- 4.2.4 Board of Health Meeting Agenda and Statistical Report for March 9, 2021 and Health Board Minutes for February 9, 2021 received on March 8, 2021.
- 4.2.5 NAACP Letter in Response to March 3rd Kent City Council Meeting was received on March 7, 2021 and forwarded to all City Council Members.
- 4.2.6 Letter from Jennifer Mapes regarding comments on March 3, 2021 regarding use of PARTA building received on March 8, 2021 and forwarded to all City Council Members.

4.3 City Manager's Report

5. Standing Committees & Legislation

5.1 **Committee of the Whole** (Mayor Fiala)

- 5.1.1 Committee Meeting Minute Approval: NONE
- 5.1.2 Action Recommended: NONE

5.2 **Land Use Committee** (Ferrara/Schafer)

- 5.2.1 Committee Meeting Minute Approval: March 3, 2021
- 5.2.2 Action Recommended:

- 1) Authorize the renewal of the sublease for the Farmer's Market and partial closure of Franklin Avenue.

- 5.2.3 **Draft No. 2021-020** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH THE HAYMAKER FARMERS' MARKET FOR THE SUB-LAND LEASE OF A PARKING LOT LOCATED NORTH OF SUMMIT STREET, WEST OF FRANKLIN AVENUE, AND EAST OF AKRON BARBERTON CLUSTER RAILWAY COMPANY'S MAIN LINE TRACK, CONTAINING 0.168 ACRES, FOR THE PERIOD OF APRIL 3, 2021 THROUGH NOVEMBER 27, 2021; CONTINGENT ON THE CONTINUATION OF THE CITY'S LEASE WITH THE AKRON BARBERTON CLUSTER RAILWAY COMPANY, FOR THE AMOUNT OF \$1.00; AND DECLARING AN EMERGENCY (Authorized)

5.3 **Health & Safety Committee** (Amrhein/Sidoti)

- 5.3.1 Committee Meeting Minute Approval: March 3, 2021
- 5.3.2 Action Recommended:

- 1) Authorize the proposed amendments to the City's Tobacco 21 Ordinance

5.3.3 **Draft No. 2021-021** AN ORDINANCE AMENDING CHAPTER 527 OF THE CODIFIED ORDINANCES OF THE CITY OF KENT BY ENACTING SECTION 527.04 REQUIRING ALL TOBACCO RETAILERS WITHIN THE CITY TO POST THE PHONE NUMBER FOR THE TOBACCO QUITLINE AT ALL POINT OF SALE LOCATIONS, AND DECLARING AN EMERGENCY (Authorized)

5.4 **Streets, Sidewalks and Utilities** (Sidoti/Wallach)

5.4.1 Committee Meeting Minute Approval: March 3, 2021

5.4.2 Action Recommended:

- 1) Authorize the staff authority to negotiate the private use of City right of way for 2021.
- 2) Authorize the water extension and tie-in for the new car wash.

5.4.3 **Draft No. 2021- 022** AN ORDINANCE AMENDING ORDINANCE NO. 2020-54 APPROVING THE TEMPORARY LICENSE AGREEMENTS FOR OUTDOOR PATIO DINING AREAS AND EXTENDING THE DATE UNTIL DECEMBER 31, 2021 OR UNTIL THE LIFTING OF ALL RESTRICTIONS RELATED TO COVID-19, AND DECLARING AN EMERGENCY (Authorized)

5.4.4 **Draft No. 2021- 023** AN ORDINANCE AUTHORIZING THE WATER TAP-IN FOR MOD CAR WASH LOCATED AT 1788 STATE ROUTE 59, OUTSIDE THE CITY OF KENT, AND DECLARING AN EMERGENCY (Authorized)

5.5 **Finance Committee** (DeLeone/Wallach)

5.5.1 Committee Meeting Minute Approval: March 3, 2021

5.5.2 Action Recommended:

- 1) Authorize the Ohio EPA Loan Agreement to fund the Southwest Sanitary Pump Station Project.
- 2) Authorize the MOU for a \$460,000 Parks and Recreation Loan.
- 3) Authorize the easement agreement for the Southwest Sewer Pump Station project.
- 4) Authorize the proposed PARTA lease amendment.
- 5) Authorize the acceptance and appropriation of the NOPEC NEC grant funds.

5.5.3 **Draft No. 2021-024** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A LOAN AGREEMENT WITH THE OHIO EPA'S DIVISION OF ENVIRONMENTAL AND FINANCIAL ASSISTANCE (DEFA) TO COMPLETE THE CONSTRUCTION OF THE SOUTHWEST SANITARY SEWER PUMP STATION PROJECT, AND DECLARING AN EMERGENCY (Authorized)

- 5.5.4 **Draft No. 2021-025** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF KENT PARKS & RECREATION DEPARTMENT TO RETURN FUNDS TO THE CITY FOR A LOAN NECESSARY TO COMPLETE THE PORTAGE BIKE & HIKE TRAIL – BRADY’S LEAP SEGMENT PROJECT, AND DECLARING AN EMERGENCY (Authorized)
- 5.5.5 **Draft No. 2021-026** AN ORDINANCE ACCEPTING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A RIGHT OF WAY AGREEMENT FOR THE PURPOSE OF OBTAINING TEMPORARY AND PERMANENT EASEMENTS FOR THE CONSTRUCTION OF THE SOUTHWEST SANITARY PUMP STATION PROJECT, AND DECLARING AN EMERGENCY (Authorized)
- 5.5.6 **Draft No. 2021-027** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO AMEND THE LEASE AGREEMENT WITH PARTA AND THE CITY OF KENT HEALTH DEPARTMENT TO CONTINUE TO LEASE 201 EAST ERIE STREET AND ADD TO THE LEASE THE GROUND FLOOR FOR CLINICAL PURPOSES, AND DECLARING AN EMERGENCY (Authorized)
- 5.5.7 **Draft No. 2021-028** AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SECURE NOPEC GRANT FUNDS THAT ARE AVAILABLE TO THE CITY (UP TO \$49,978.00) TO USE FOR ENERGY SAVING RELATED INVESTMENTS, AND DECLARING AN EMERGENCY (Authorized)
- 5.5.8 **Draft No. 2021-029** AN ORDINANCE ACCEPTING A DONATION IN THE AMOUNT OF \$50.00 TO THE CITY OF KENT FIRE DEPARTMENT FROM JOHN AND NANCY THOMAS IN HONOR/MEMORY OF FORMER KENT FIRE CHIEF BUD RHOADS, AND DECLARING AN EMERGENCY (Unauthorized)
- 5.5.9 **Draft No. 2021-030** AN ORDINANCE ACCEPTING TWO (2) DONATIONS TO THE CITY OF KENT HEALTH DEPARTMENT, AND DECLARING AN EMERGENCY (Unauthorized)

5.6 **Community Development** (Kuhar/Rosenberg)

- 5.6.1 Committee Meeting Minute Approval: March 3, 2021
- 5.6.2 Action Recommended: NONE
- 5.6.3 **Draft No. 2021-031** AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE RIGHT OF ACCESS AGREEMENT WITH ABB INSTALLATION PRODUCTS INC. (ABB IP) FOR SITE REMEDIATION AT 800 MOGADORE ROAD THAT WAS PASSED IN

ORDINANCE 2019-106, TO ALLOW ACCESS TO TWO ADDITIONAL
OFF-PROPERTY AREAS OF INTEREST (OPAI-03 AND OPAI-06), AND
DECLARING AN EMERGENCY (Unauthorized)

6. Unfinished Business
7. New Business
8. Councilmembers' Comments
9. Mayor's Report
10. Adjournment

EXECUTIVE SESSION: In accordance with ORC §121.22 Section G, Item (1): "To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official."

Posted March 10, 2021 | Amy Wilkens, Clerk of Council | Visit <http://www.kentohio.org> for up to the minute Agenda Amendments

Any person who requires an auxiliary aid or service for effective communication or a modification of policies and procedures to participate in any City or City Council public meeting or event should contact the Clerk of Council at 330-676-7555 or councilclerk@kent-ohio.org. Any request for auxiliary aid or other accommodation should be made as soon as possible, but no later than forty-eight hours prior to the event.

DRAFT ORDINANCE NO. 2021-020

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH THE HAYMAKER FARMERS' MARKET FOR THE SUB-LAND LEASE OF A PARKING LOT LOCATED NORTH OF SUMMIT STREET, WEST OF FRANKLIN AVENUE, AND EAST OF AKRON BARBERTON CLUSTER RAILWAY COMPANY'S MAIN LINE TRACK, CONTAINING 0.168 ACRES, FOR THE PERIOD OF APRIL 3, 2021 THROUGH NOVEMBER 27, 2021; CONTINGENT ON THE CONTINUATION OF THE CITY'S LEASE WITH THE AKRON BARBERTON CLUSTER RAILWAY COMPANY, FOR THE AMOUNT OF \$1.00; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent and the Akron Barberton Cluster Railway Company entered into a lease agreement for the use of a parking lot, located north of Summit Street, west of Franklin Avenue, and east of the Akron Barberton Cluster Railway Company's main line track, containing 0.168 acres; and

WHEREAS, the City of Kent wishes to continue to sub-lease said parking lot on Saturday mornings to the Haymaker Farmers' Market; contingent on the continuation of the City's lease with the Akron Barberton Cluster Railway Company; and

WHEREAS, a Farmers' Market is a benefit to the citizens of Kent, Ohio; and

WHEREAS, time is of the essence to allow the Farmers' Market to open with good weather.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That the City Manager, or his designee, be and hereby is authorized to renew the Sub-land Lease with Haymaker Farmers' Market for a parking lot located north of Summit Street, west of Franklin Avenue, and east of the Akron Barberton Cluster Railway Company's main line tract, contingent on continuation of the City's lease with the Akron Barberton Cluster Railway Company; in substantial compliance with the terms of Exhibit "A", attached hereto.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

AMY WILKENS
CLERK OF COUNCIL
(SEAL)

CITY OF KENT, OHIO



SUB-LAND LEASE

THIS SUB-LEASE, made this _____ day of _____, 2021, between **THE CITY OF KENT, OHIO**, whose address is 301 South Depeyster Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and **HAYMAKER FARMERS' MARKET**, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSEE.

I. PREMISES

SUB-LESSOR does hereby lease unto SUB-LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises," as shown on the map attached hereto and hereby made a part hereof, described as follows:

Being a rectangular parcel of land located north of Summit Street, west of Franklin Avenue and east of LESSOR's main line track containing an area of 0.168 acres, more or less as shown in green, attached hereto as Exhibit "A."

SUB-LESSOR currently leases the subject premises from Akron Barberton Cluster Railway Company (the ORIGINAL LESSOR) pursuant to a land lease agreement dated October 26, 2011, No. 35-04380, as amended July 16, 2014.

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. **Use.** SUB-LESSEE shall use and occupy the premises solely for the purpose of a farmers' market held on Saturday morning (9:00 a.m. to 1:00 p.m.).
2. **Term and Rent.** To hold the demised premises for and during the term of April 3, 2021 through November 27, 2021 (unless sooner terminated as hereinafter provided) for the rent or sum of one dollar (\$1.00) payable in advance.

3. **Expenses.** SUB-LESSOR shall be responsible for snow plowing costs, any utility costs or charges and shall maintain insurance on the premises pursuant to their lease with ORIGINAL LESSOR.

4. **Approval of Plans.** SUB-LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, SUB-LESSOR and the ORIGINAL LESSOR. SUB-LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent.

5. **Fire and Damage.** SUB-LESSEE shall cooperate with SUB-LESSOR and shall promptly comply with fire prevention measures requested by SUB-LESSOR. SUB-LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make no installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of the ORIGINAL LESSOR.

6. **Ordinances and Regulations.**

6.1 SUB-LESSEE, at SUB-LESSEE's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over the premises or SUB-LESSEE's intended use thereof, including but not limited to zoning, health, safety, building or environmental matters. SUB-LESSEE shall supply SUB-LESSOR and ORIGINAL LESSOR with copies of letters or certificates of approval of SUB-LESSEE's use.

7. **Maintenance and Repairs.**

7.1 SUB-LESSEE will not create or permit any nuisance in, on or about the premises, and SUB-LESSEE shall maintain the premises in a neat and clean condition. Any approved structures of SUB-LESSEE shall be erected and/or maintained on the premises by SUB-LESSEE to the satisfaction of the ORIGINAL LESSOR.

7.2 SUB-LESSEE will not utilize the City of Kent trash containers or the area near the trash containers, for the disposal of produce, perishable products, boxes, crates, storage containers, bags of trash or any other form of refuse generated by vendors operating on the premises.

7.3 SUB-LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of the ORIGINAL LESSOR. Approval by the ORIGINAL LESSOR of any improvements or installations made by SUB-LESSEE, or failure of the ORIGINAL LESSOR to object to any work done or material used, or the method of construction or installation, shall not be construed as an admission of

responsibility by the ORIGINAL LESSOR or SUB-LESSOR or as a waiver of any of SUB-LESSEE's obligations under this Sub-Lease.

7.4 All work performed by SUB-LESSEE, or SUB-LESSEE contractor(s), pursuant to Section 7 shall be subject to the written approval of the ORIGINAL LESSOR's Chief Engineer or his duly authorized representative.

8. **Service and Utilities.** The ORIGINAL LESSOR will be under no obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with SUB-LESSEE use and occupancy of the premises. The SUB-LESSOR shall bear all costs of utilities used on the premises, including heat, electricity, hot water and sewer use charges. SUB-LESSEE shall reimburse SUB-LESSOR for any utilities SUB-LESSEE uses.

9. **Adjacent Areas.** Except as provided in Section 10 hereafter, SUB-LESSEE shall not use, for utility lines or otherwise, any property of the ORIGINAL LESSOR and SUB-LESSOR other than the premises herein leased without first obtaining ORIGINAL LESSOR's prior written consent and complying with all requirements of the ORIGINAL LESSOR applicable thereto.

10. **Ingress and Egress.** The ORIGINAL LESSOR, SUB-LESSOR and SUB-LESSEE shall have the right to use, in common with SUB-LESSOR and others authorized by SUB-LESSOR, existing driveway(s) or other property designated by SUB-LESSOR as means of Ingress to and Egress from the premises. SUB-LESSOR shall be under no obligation with respect to the condition or maintenance of said driveway(s) or other property, and SUB-LESSEE use of same shall be subject to all of the covenants, terms and conditions of this Sub-Lease.

11. **Pipe and Wire Lines.** The ORIGINAL LESSOR shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair, renew and remove the same.

12. **Claim of Title.**

12.1 SUB-LESSEE shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this Sub-Lease for any length of time give rise to any right, title or interest in or to the premises, other than the Sub-Leasehold herein created.

12.2 SUB-LESSEE shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers in respect to any construction, alteration and/or repair in and to the demised premises, and any improvements thereof. Further, SUB-LESSEE shall have no authority to create any liens for labor or material on or against SUB-LESSOR or the ORIGINAL LESSOR's interest in the premises and shall specify in all contracts let by SUB-LESSEE for any construction, erection,

installation, alteration, maintenance or repair of any building or other improvement on the premises.

13. Termination, Notices and Removal.

13.1 This Sub-Lease may be terminated by either party at any time upon not less than thirty (30) days' notice in writing sent by registered or certified mail to the other party. However, in the event of a breach of any of the covenants, terms and conditions hereof by SUB-LESSEE, SUB-LESSOR shall have the right to terminate this Sub-Lease immediately.

13.2 Should original LESSOR terminate its lease with SUB-LESSOR, this Sub-lease between SUB-LESSOR and SUB-LESSEE shall also terminate.

13.3 Should SUB-LESSOR default on their lease terms to the ORIGINAL LESSOR, SUB-LESSEE may contact ORIGINAL LESSOR in efforts to step-in for SUB-LESSOR, correct the default of SUB-LESSOR, and take SUB-LESSOR'S role in the original land lease agreement dated October 26, 2011, No. 35-04380.

13.4 All notices and communications concerning this Sub-Lease shall be addressed to SUB-LESSOR or the SUB-LESSEE at their respective addresses hereinabove set forth or at such other, the ORIGINAL LESSOR, address as either party may designate in writing to the other party.

13.5 Upon termination of this Sub-Lease by expiration of term or any other reason, SUB-LESSEE shall remove all buildings or structures (except tracks, rail facilities and other designated property of the ORIGINAL LESSOR), within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the premises shall be restored by SUB-LESSEE to a condition satisfactory to the ORIGINAL LESSOR, including the removal of all structures and facilities whether on the surface or underground) to ground level, and the filling of all excavations and holes, which shall be tamped, compacted and graded uniformly. If SUB-LESSEE shall fail to make the removal in the manner and time set forth herein, after notice to do so, SUB-LESSOR or the ORIGINAL LESSOR may remove said buildings, structures, and/or facilities and make said restoration, all at the sole risk, cost and expense of SUB-LESSEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.6 If SUB-LESSEE shall fail to make removal of any such property, SUB-LESSOR or the ORIGINAL LESSOR shall have the option to elect and notify SUB-LESSEE that all right, title and interest of SUB-LESSEE in certain building(s), structure(s) and/or facility(ies) shall be forfeit and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.7 If SUB-LESSEE shall fail to make removal of any such property, the ORIGINAL LESSOR shall have the further option to elect and notify SUB-LESSEE that all

right, title and interest of SUB-LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in the ORIGINAL LESSOR as of the date of notice of such election.

13.8 In the event that SUB-LESSEE prepays monthly or annual rentals in advance and this Sub-Lease is terminated by notice of either party (other than for breach or cause), SUB-LESSOR shall refund to SUB-LESSEE the proration of any prepaid base rental and taxes paid in advance, which SUB-LESSEE shall accept in full settlement, satisfaction and discharge of the remainder of the term or period.

14. **Lessor.** The term "the ORIGINAL LESSOR" as used in Section 14 hereof shall include any other company or companies whose property at the aforesaid location may be leased or operated by ORIGINAL LESSOR.

15. **Insurance.**

15.1 Prior to commencement of occupation or use of the premises/track for activities provided herein, SUB-LESSEE, at its sole cost and expense, shall procure and shall maintain during continuance of this Sub-Lease Public Liability Insurance covering liability assumed by SUB-LESSEE under this Sub-Lease with a combined single limit of not less than Two Million (\$2,000,000.00) Dollars for personal injury and property damage per occurrence. SUB-LESSEE shall furnish the ORIGINAL LESSOR's Director of Real Estate, 100 East First Street, Brewster, Ohio 44613 a certificate of insurance referring to this Sub-Lease by date, name of SUB-LESSOR, description of Sub-Lease and location covered. The certificate shall be endorsed to provide for thirty (30) days' notice to said Director of Real Estate prior to termination of or change in the coverage provided. If a higher limit of liability is required by the ORIGINAL LESSOR, the ORIGINAL LESSOR shall provide SUB-LESSEE written notice of the limit required and within thirty (30) days thereafter SUB-LESSEE shall provide revised certificate of insurance for the increased required limit. Furnishing of this insurance by SUB-LESSEE shall not limit SUB-LESSEE liability under this Sub-Lease but shall be additional security there for. SUB-LESSOR shall be named as an additional insured on said policy.

15.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The ORIGINAL LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect SUB-LESSOR from liabilities that may arise out of the performance of the services under this Agreement by SUB-LESSOR, its agents, representatives, employees or subcontractors and SUB-LESSOR is free to purchase additional insurance as may be determined necessary.

16. **Condemnation.** Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Sub-Lease, at the option of SUB-LESSOR or the ORIGINAL LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to SUB-LESSEE, except to the extent of any specific award from the governmental authority for improvements

and/or facilities of SUB-LESSEE. SUB-LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Sub-Lease or SUB-LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of SUB-LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

17. Successors and Assigns.

17.1 The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of SUB-LESSOR and the ORIGINAL LESSOR and the successors and assigns of SUB-LESSEE.

17.2 However, SUB-LESSEE shall not transfer, assign, encumber or sublet this Sub-Lease or any part of the premises or any part of the premises or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate as approved by SUB-LESSOR. This covenant shall also apply whether such sale or transfer is made voluntarily by SUB-LESSEE or involuntarily in any proceeding at law or in equity to which SUB-LESSEE may be a party whereby any of the rights, duties and obligations of SUB-LESSEE shall be sold, transferred, conveyed, encumbered, abrogated or in any manner altered, without the prior notice to and consent of the ORIGINAL LESSOR and SUB-LESSOR. In the event of any such unauthorized sale, transfer, assignment, sublease or encumbrance of this Sub-Lease, or any of the rights and privileges hereunder, the ORIGINAL LESSOR or SUB-LESSOR, at its option, may immediately terminate this Sub-Lease by giving SUB-LESSEE or any such assignee written notice of such termination and LESSOR or SUB-LESSOR may thereupon enter and retake possession of the premises.

18. Severability. It is understood and agreed that this Sub-Lease is executed by all parties under current interpretation of any and all applicable federal, state, county, municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof for the determination of legality so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained or any other combination thereof.

19. Breach or Waiver. If under the provisions hereof SUB-LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of SUB-LESSOR's rights hereunder. No waiver by SUB-LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by SUB-LESSEE or receipt by SUB-LESSOR of a lesser amount than the monthly installments

of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and SUB-LESSOR may accept such check or payment without prejudice to SUB-LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Sub-Lease. No re-entry by SUB-LESSOR after a breach shall be considered an acceptance of a surrender of the Sub-Lease.

20. Train Protection. In case of any construction work which may be performed by the SUB-LESSEE at or near the ORIGINAL LESSOR's tracks or facilities, the SUB-LESSEE agrees to notify SUB-LESSOR and the ORIGINAL LESSOR forty-eight (48) hours in advance and further agrees to pay the cost of such supervision or train protection as, in the sole discretion of the ORIGINAL LESSOR, may be necessary or proper for the safe operation of trains.

21. Snow and Ice Removal. It is hereby understood and agreed that the ORIGINAL LESSOR shall not at any time be responsible for the removal of snow and/or ice on or about the leased premises. Such snow and/or ice removal shall be at the sole risk and expense of the SUB-LESSOR and shall be performed in such a manner so as not to obstruct or interfere with any of the ORIGINAL LESSOR's operations on or about the leased premises, including the ORIGINAL LESSOR's own snow removal operations. In carrying out the foregoing, the SUB-LESSOR shall not plow, place, dump or deposit snow onto or upon the property of the ORIGINAL LESSOR, nor shall the SUB-LESSEE permit nor tolerate any of the foregoing.

22. Fiber Optics. It is the responsibility of the SUB-LESSEE to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the Railway's property and right-of-way. Any damage to or disruption of any fiber optic cable will be the sole responsibility of SUB-LESSEE, which will indemnify and hold harmless the Railway for any expenses resulting therefrom. Before any construction may commence, the following number, where applicable, must be called: **DIG SAFE 1-800-362-2764** provided that calling such number or numbers shall not release or otherwise diminish the remaining obligations of SUB-LESSEE hereunder.

23. Environmental Compliance.

23.1 SUB-LESSEE represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Sub-Lease is entered into, the condition of the premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water and air.

23.2 Without limiting any other provisions of this Sub-Lease, SUB-LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures,

equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air.

23.3 Without limiting any other provision this Sub-Lease, SUB-LESSOR and ORIGINAL LESSOR shall have the right to enter and inspect the Premises in order to determine whether SUB-LESSEE is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the SUB-LESSOR or the ORIGINAL LESSOR shall be construed to relieve SUB-LESSEE of its obligations to comply with all such laws, rules or regulations.

24. **Quiet Enjoyment.** Nothing herein contained shall imply or import a covenant on the part of SUB-LESSOR or ORIGINAL LESSOR of quiet enjoyment.

25. **Hold-Over Clause.** If SUB-LESSEE, with consent of SUB-LESSOR, holds over and remains in possession of demised premises after expiration of said term, this Sub-Lease shall be considered as renewed and shall continue in effect upon the same terms and conditions as are herein contained until terminated by either party giving the other written notice of intention to terminate same in the manner herein provided and with like effect.

26. **Notices.** Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to SUB-LESSOR:

CITY OF KENT, OHIO
c/o City Manager
301 South Depeyster Street
Kent, Ohio 44240

As to SUB-LESSEE:

HAYMAKER FARMERS' MARKET

(Print Mailing Address)
Kent, Ohio 44240

As to ORIGINAL LESSOR:

AKRON BARBERTON CLUSTER RAILWAY COMPANY
100 East First Street
Brewster, OH 44613

27. General Provisions.

27.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement.

27.2 This Agreement shall be governed by the laws of the State of Ohio.

27.3 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

27.4 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, agreements or representations.

27.5 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

III. EXECUTION

IN WITNESS THEREOF, the parties hereto have caused this Sub-Lease to be executed, in duplicate as of the day and year first above written.

HAYMAKER FARMERS' MARKET

By _____

Print Name / Title

CITY OF KENT, OHIO

Dave Ruller, City Manager

APPROVED AS TO FORM:

Hope L. Jones, Law Director
City of Kent, Ohio

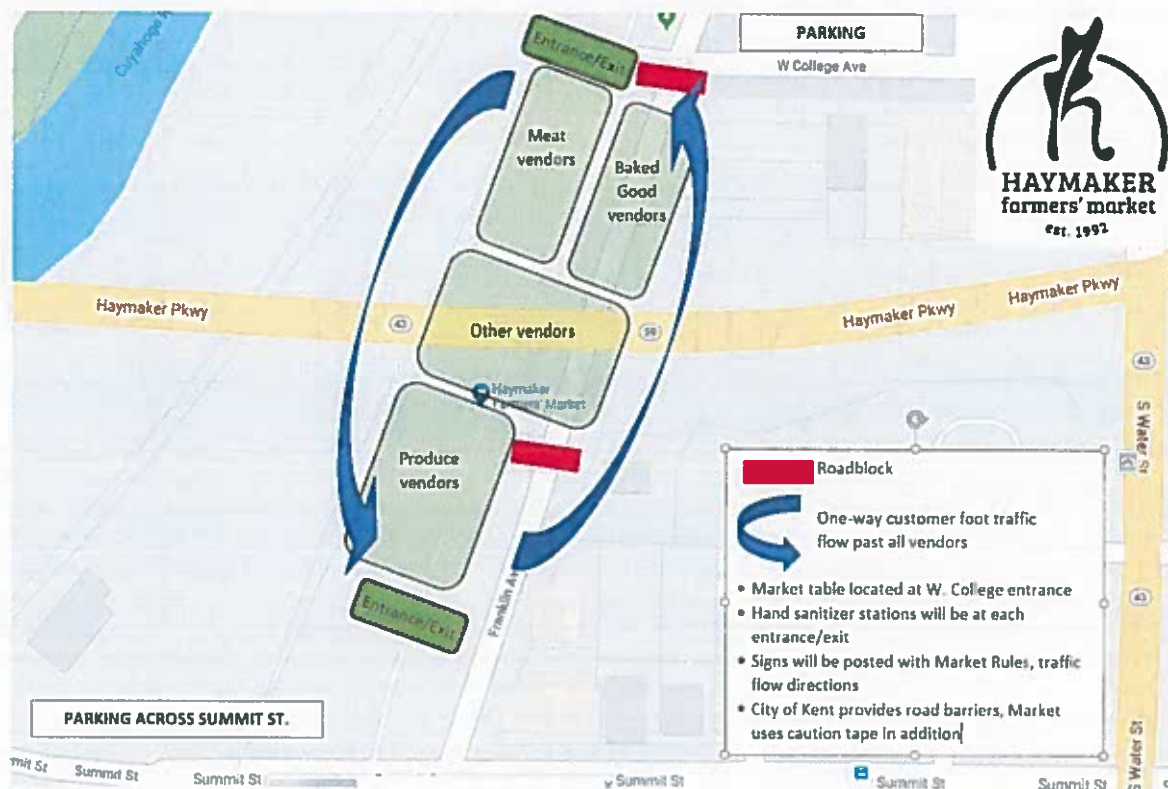
Haymaker Farmers' Market

Walk Up Market Plan

Market Dates: Saturday, April 3rd - Saturday, November 27th, 2021

9:00am-9:30am	Open for vulnerable populations
9:30am-1:00pm	Open for all customers

Market Site: Franklin Ave. parking lot (under Haymaker overpass) and on the street, with Franklin Ave. closed off from bike path to W. College St.



Market Responsibilities:

- The Market will mark 30' spaces for vendors, which includes 6' spacing between vendors. Vendors may keep their vehicles in their space, limiting vendor contact walking through the Market. Vendors arranged as a double lane of vendors in parking lot and a double lane of vendors on Franklin Ave.
- The Market will create two entrance/exit locations, on the Summit St side and the W. College St. side, and will staff those locations with volunteers, controlling the number of people who are in the Market at a time. The maximum capacity will be limited to 150 customers in the Market area.
- The Market will make hand sanitizer stations available to customers and vendors at the Market, located at each entrance/exit location.

- The Market will limit customer foot traffic flow at the Market to continue in a single direction, passing every vendor. Vendor types will be grouped together so that customers do not need to circle to find vendors.
- The Market will continue token sales during the Market. All tokens will be sanitized weekly.
- All Market employees and volunteers will be required to wear a face mask while at the Market.
- Market programming will be cancelled. Music performances will be cancelled for the month of June (at this time) and non-profit and community groups will not be allowed to table at the Market.



City of Kent Responsibilities:

- The City of Kent will drop road barriers to close Franklin Ave, between W. College St. and the bike path, each Friday before the Market. The Market will move these into position on Saturday morning.
- The City will provide additional barriers to be used in managing traffic flow.
- The City's Development Office will post no parking signs for the section of Franklin Ave. to be closed for 12am-2pm each Saturday. City Maintenance will remove vehicles.
- The City of Kent Health Department will visit the Market to review safety procedures during the Market and will provide additional guidelines as needed.

Vendor Responsibilities:

- Vendors will not come to market if sick or anyone in their household is sick
- Vendors must have two employees working at their booth during every Market. One person will handle products, one person will handle money.
- Vendors will wash hands before & after each Market and sanitize hands frequently during the Market.
- Vendors are required to wear masks covering their mouth and nose while at the Market.

- Wearing gloves at the Market is optional, but recommended.
- Vendors will have hand sanitizer available for customers to use as well. The Market will provide a limited supply to each vendor.
- Vendors accepting pre-orders will have pre-orders bagged, labeled and ready to go.
- Vendors will maintain 6' social distancing whenever possible. Vendors will arrange their display to maintain distance between customers and products, (such as keeping an empty table between customers and display).
- No Sampling of any food will be allowed.
- All vendors must sanitize their stands regularly, primarily wiping down tables, terminals, cash boxes, etc.
- Vendors will discontinue use of tablecloths and other porous materials. Vendors will be permitted to use baskets and display equipment made from wood, provided the customer does not have access to these items.
- Vendors should bring large signs with clear pricing, so shoppers can make decisions quickly. Vendors should display a 'Do Not Touch' sign. The market will have extra 'Do Not Touch' signs available for use if needed.
- Use only new paper or plastic bags for the packaging and sale of products. Customers will be permitted to bring their own reusable bags, but vendors will not be permitted to handle reusable bags from shoppers
- All vendors should either refrain from using their phones or use appropriate washing/sanitizing methods when moving to and from another task and using their phone.
- No touching, shaking hands, hugging, or any other personal contact with your customers, even though we all miss each other!



Customers Responsibilities:

- Customers are limited to 150 in the Market at one time.
- Customers will wash hands or sanitize hands before entering the market. Stations will be provided at each entrance/exit.
- Customers should not come to the market if you or any member of your household is sick.

- Only one member of your household should come to the market to shop to help us maintain social distancing.
- Only one customer at a booth at a time - maintain 6' distance while waiting.
- Please do not touch products, the vendor will bag your items for you.
- If you touch a product, you bought it. DO NOT touch any products prior to purchasing! Rather allow the vendor to select and bag products you wish to purchase.
- Please cover your mouth and nose with a cloth mask to help protect everyone
- Vendors will not touch reusable bags. If you carry one, vendor will hand you products in plastic bag to put into your own bag
- Please use hand sanitizer at booth after transaction
- Consider pre-ordering from vendors, in order to minimize time spent shopping at the Market.
- Customers shall wash produce before consumption.
- Pets are prohibited from the Market. Note: service animals are still permitted.
- Enter and exit the market through designated points. Our market is trying to manage traffic in a certain direction to assist with appropriate social distancing.
- Accept only new plastic or paper bags from vendors. You can use your own bags, but vendors may not handle them.
- Be patient and considerate. These are trying times for all of us and regardless of our own situation, we can be sure someone around us is struggling.



DRAFT ORDINANCE NO. 2021-021

AN ORDINANCE AMENDING CHAPTER 527 OF THE CODIFIED ORDINANCES OF THE CITY OF KENT BY ENACTING SECTION 527.04 REQUIRING ALL TOBACCO RETAILERS WITHIN THE CITY TO POST THE PHONE NUMBER FOR THE TOBACCO QUITLINE AT ALL POINT OF SALE LOCATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, tobacco use is still the nation's number one cause of preventable death and disease; and

WHEREAS, tobacco companies spend \$9.1 billion per year, \$1 million every hour, to market their products; and

WHEREAS, the State of Ohio spends just \$738.7 million on programs to prevent teens from starting tobacco and to help smokers quit; and

WHEREAS, children are being exposed daily to cigarette and e-cigarette advertising by an industry that needs to recruit the youth to maintain profit; and

WHEREAS, there are 26 tobacco retailers inside the Kent City limits, or one retailer for every 2,222 citizens, including those who attend Kent State University.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That Council hereby enacts Section 527.04 of the Kent Codified Ordinances to read as follows:

527.04 POSTING OF QUITLINE PHONE NUMBER

- a. Every Tobacco Retailer within the City of Kent shall post the phone number of a tobacco Quitline at the point of purchase. Point of Purchase shall be where a customer pays for merchandise and Quitline information shall be reasonably placed to ensure that it is visible to customers.
- b. Kent City Health Department will provide all Quitline materials for tobacco retailers

SECTION 2. The City of Kent hereby approves the ordinance to require all tobacco retailers within the City of Kent to post the phone number for the Tobacco Quitline at all point of sale locations.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____

Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____

Date

ATTEST: _____

Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2021-022

AN ORDINANCE AMENDING ORDINANCE NO. 2020-54 APPROVING THE TEMPORARY LICENSE AGREEMENTS FOR OUTDOOR PATIO DINING AREAS AND EXTENDING THE DATE UNTIL DECEMBER 31, 2021 OR UNTIL THE LIFTING OF ALL RESTRICTIONS RELATED TO COVID-19, AND DECLARING AN EMERGENCY.

WHEREAS, given the current COVID-19 crisis, the City of Kent dining establishments have endured the hardship of being temporarily closed in Kent; and

WHEREAS, to provide dining options that best suit the individual needs of patrons, the City desires to extend the date to use the right-of-way permitting outdoor patio dining areas; and

WHEREAS, it is the desire of this Council to authorize outdoor patio dining areas until December 31, 2021 or until the lifting of all restrictions related to Covid-19, whichever comes first.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That Council does hereby approves extending the date until December 31, 2021 or until the lifting of all restrictions related to Covid-19, for the Temporary Outdoor Patio Dining License Agreements without the need for further Council action. Temporary Licensees will be required to sign the Agreement as set forth on the attached Exhibit "A", attached hereto and made a part hereof and any other criteria established by the City.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and _____, hereinafter called the "Licensee."

The City is the owner, in fee simple or by highway easement, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibit listed below.

Exhibit "A" - _____
Exhibit "B" - _____

The parties hereto covenant and agree as follows:

1. NATURE OF INTEREST:

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

2. USE:

2.1 The Property shall be used for the purpose of: _____

and for no other purpose.

2.2 No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

3. TERM:

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on _____, 2021, and *ending on December 31, 2021* unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 14.

4. NECESSARY LICENSES AND PERMITS:

- 4.1** Licensee shall be licensed to do business in the State of Ohio and City of Kent, and upon request, Licensee shall demonstrate to the City that any and all such licenses are in good standing. Correspondence shall be addressed as follows:

All correspondence to the City shall be addressed:

Service Director
City of Kent
930 Overholt Road
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

- 4.2** Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.

5. STORAGE AND VENDING:

No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.

6. TAXES:

Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.

7. DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:

The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City property, easements or right-of-ways. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.

8. CITY USE OF PROPERTY:

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.

9. MAINTENANCE OF PROPERTY:

Licensee shall, at its sole expense, keep and maintain the Property free of all weeds, debris, and flammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition consistent with neighborhood standards. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.

10. MAINTENANCE OF IMPROVEMENTS:

10.1 Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.

10.2 Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

11. HOLD HARMLESS:

Licensee shall occupy and use Property at its own risk and expense and shall save the City, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

12. **INSURANCE:**

12.1 At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *One Hundred Thousand Dollars (\$100,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

12.2 A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of license and annually thereafter.

13. **MODIFICATION:**

The terms of this Agreement may be modified upon agreement of the parties.

14. **REVOCATION AND TERMINATION:**

14.1 The City may revoke this license at any time. The Licensee may terminate this Agreement at any time.

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

14.3 Upon revocation of the license or upon termination or expiration of Agreement, any personal property, or other appurtenances, including all footings, foundations, and utilities, placed on the City property will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the City, on demand, the reasonable cost and expense of such removal and restoration.

15. **RELOCATION:**

A Licensee who licenses property from the City shall not be eligible for relocation payments.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

LICENSEE(S): _____

Signature

Signature

Mailing Address

Telephone

Date

CITY OF KENT, OHIO

Director of Public Service

Date

APPROVED AS TO FORM:

Hope Jones, Law Director
City of Kent

EXHIBIT "A"

DRAFT ORDINANCE NO. 2021-023

AN ORDINANCE AUTHORIZING THE WATER TAP-IN FOR MOD CAR WASH LOCATED AT 1788 STATE ROUTE 59, OUTSIDE THE CITY OF KENT, AND DECLARING AN EMERGENCY.

WHEREAS, Hutton ST 17, LLC requests water service outside the City of Kent at 1788 State Route 59 located in Franklin Township (the "Property");

WHEREAS, the Property is within the Kent-Franklin JEDD Contract area and the owner has not signed the contract, therefore, per KCO 913.09, the Property is subject to a 50% water surcharge;

WHEREAS, the City Division of Engineering recommends approving the water tap-in;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1: Council does hereby authorize the water tap-in to the Property subject to KCO 913.09 and the City water rules and regulations.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN
WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS
OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.*
_____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2021-024

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A LOAN AGREEMENT WITH THE OHIO EPA'S DIVISION OF ENVIRONMENTAL AND FINANCIAL ASSISTANCE (DEFA) TO COMPLETE THE CONSTRUCTION OF THE SOUTHWEST SANITARY SEWER PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to enter into a loan agreement with the Ohio EPA's Division of Environmental and Financial Assistance (DEFA) to complete the construction of the Southwest Sanitary Sewer Pump Station Project; and

WHEREAS, the project will replace two (2) existing pump stations (Middlebury Road and Yacavona Park) where the stations are in constant repair ("Project"); and

WHEREAS, DEFA will provide financing for the Project estimated at Two Million Five Hundred Thousand Dollars 00/100 (\$2,500,000.00) for a five (5) year term at an interest rate of one and sixty ninth tenths of a percent (1.69%) interest plus an administration fee of thirty five tenths of a percent (.35%).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a Loan Agreement with the Ohio EPA's Division of Environmental and Financial Assistance (DEFA) to complete the construction of the Southwest Sewer Pump Station project.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2021- 025

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF KENT PARKS & RECREATION DEPARTMENT TO RETURN FUNDS TO THE CITY FOR A LOAN NECESSARY TO COMPLETE THE PORTAGE BIKE & HIKE TRAIL – BRADY’S LEAP SEGMENT PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the City of Kent Parks & Recreation department is short \$460,000 to cover the Engineer’s opinion of probable project costs, which consist of the cost of construction, construction inspection and provide for a contingency during construction of the Project; and

WHEREAS, the City of Kent is willing to assist the Parks & Recreation Department in addressing the budgetary shortfall of \$460,000 from its Capital Fund 301 in order to complete the Project; and

WHEREAS, the City of Kent will contribute \$120,000 to the project leaving the amount to be refunded from the Parks & Recreation Department \$340,000; and

WHEREAS, the Parks & Recreation Department will refund the \$340,000 within five (5) years beginning 2022 in five (5) equal payments, paid annually to the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. Council does hereby authorize the City Manager, or his designee, to enter into a Memorandum of Understanding with the City of Kent Parks & Recreation Department to return funds to the City for a loan necessary to complete the Portage Hike and Bik Trail - Brady’s Leap segment project.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2021-026

AN ORDINANCE ACCEPTING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A RIGHT OF WAY AGREEMENT FOR THE PURPOSE OF OBTAINING TEMPORARY AND PERMANENT EASEMENTS FOR THE CONSTRUCTION OF THE SOUTHWEST SANITARY PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Council desires to obtain certain temporary and permanent easements from property owners for the construction of the Southwest Sanitary Pump Station Project ("Project"); and

WHEREAS, the property owner listed below has agreed to sell the easement interests to the City for the Project in the amounts listed; and

WHEREAS, the City needs the property for right-of-way purposes for the construction of said Project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That Council does hereby accept and authorizes the City Manager or his designee to execute the agreement for the City of Kent to obtain a temporary and permanent easement for construction of the Southwest Sanitary Pump Station project in substantial conformity with the terms of the Agreement marked as Exhibit "A", attached hereto and incorporated herein for the following property:

- a) Stephen J. Smith, 1218 Middlebury, temporary easement (6-T) and sanitary sewer easement (6-S), \$3,000.00.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *RESOLUTION No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

EASEMENT AND RIGHT-OF-WAY AGREEMENT
GRANTING EASEMENT FOR UTILITY LINE CONSTRUCTION

1218 MIDDLEBURY ROAD

FOR AND IN CONSIDERATION of the sum of \$332.00, the receipt of which is acknowledged, and such other consideration as is herein below set forth, the undersigned Stephen J. Smith, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Plat Book 13, Page 24 of the Portage County Recorder's Records, does for their heirs, successors, and assigns, hereby give, devise, grant and convey to the City of Kent, Ohio, a municipal corporation, which is hereinafter referred to as "Grantee," its successors and assigns, the perpetual right to a permanent exclusive easement and right-of-way to lay, maintain, operate, repair, remove and replace sanitary and related necessary appurtenances over and through said real estate situated in the City of Kent, County of Portage, State of Ohio and known as being a part of Lot 9 and further known as being part of Sublot 24 of original Franklin Township, said easement being more fully described as follows:

Boundary Description for
1218 Middlebury Road
10 foot Sanitary Sewer Easement
City of Kent, County of Portage, State of Ohio
0.0229 Acre Easement

Situated in the City of Kent, County of Portage and State of Ohio and known as being part of the Original Franklin Township Lot No. 9 and further known as being part of Sublot 24 as shown on Portage Homesites, recorded in Plat Book 13, Page 24 of the Portage County Recorder's Records and is bounded and described as follows: Beginning at the northeasterly corner of Sublot 24 and is the PRINCIPAL PLACE OF BEGINNING of the easement herein to be described:

thence South 17°39'49" East, along the easterly line of Sublot 24, 10.00 feet to a point thereon;

thence South 72°23'11" West, 10 feet from and parallel with the northerly line of Sublot 24, 99.91 feet to a point on the westerly line of Sublot 24;

thence North 17°39'49" West, along the westerly line of Sublot 24, 10.00 feet to the northwesterly corner thereof;

thence North 72°23'11" East, along the northerly line of Sublot 24, 99.91 feet to the Principal Place of Beginning and containing 999 square feet or 0.0229 acres of land according to a survey by Guy P. Haney, P.S. No. S-7631, for TGC Engineering, LLC in July of 2020. Subject to all highways, easements and covenants of legal record.

Bearings are based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.

For Drawings see attached Exhibit A

Together with the right of the City of Kent, its agents or employees, to store earth and materials during the period of construction, repair or replacement of such sewers and other utility lines upon the premises of the Grantor within the described easement.

And grantor does agree to keep said easement free of all permanent structures, providing that the City of Kent, Portage County, Ohio shall operate and maintain said improvement as a public facility in accordance with the standards, policies and procedures of other similar public facilities within the City of Kent and shall properly backfill and restore the ground surface and ground cover vegetation to the condition existing immediately prior to such construction, reconstruction, maintenance or repair; except that said City shall not be required to repair any structures (such as buildings, driveways, light poles and appurtenances, catch basins, storm sewers, utility service lines, pavement, curbing or landscape islands) belonging to Grantor and located within the easement and right-of-way, unless such damage was caused by an intentional act of negligence of the City of Kent, its agents, employees, contractors, licensees, or invitees.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this 28th day of February, 2020.

WITNESS:

GRANTOR:

By: Stephen J. Smith

STATE OF OHIO, COUNTY OF PORTAGE, ss.:

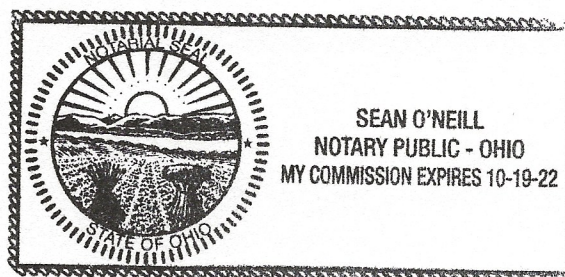
This day, before me, a Notary Public of the State and County aforesaid, personally appeared Stephen J. Smith, to me known to be the person described in and who executed the foregoing instrument and acknowledgment that he executed the same as his free act and deed, for the purposes therein set forth.

Witness my hand official seal this 25th day of Feb, 2020.

My Commission Expires: 10-19-22

Sean O'Neill

Notary



Accepted by City of Kent Council: _____, 2020.

THIS INSTRUMENT PREPARED BY: CTI Engineers, inc.

SKETCH FOR
SANITARY EASEMENT

1218 Middlebury Road

Situated in the City of Kent, County of Portage
and State of Ohio and known as being part of
Original Franklin Township Lot No. 9

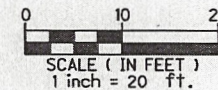
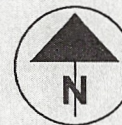
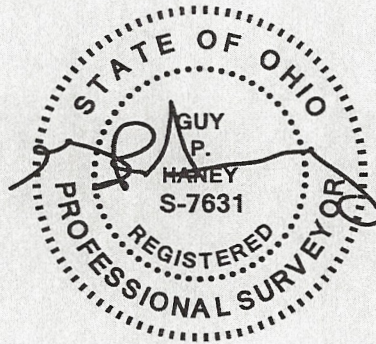
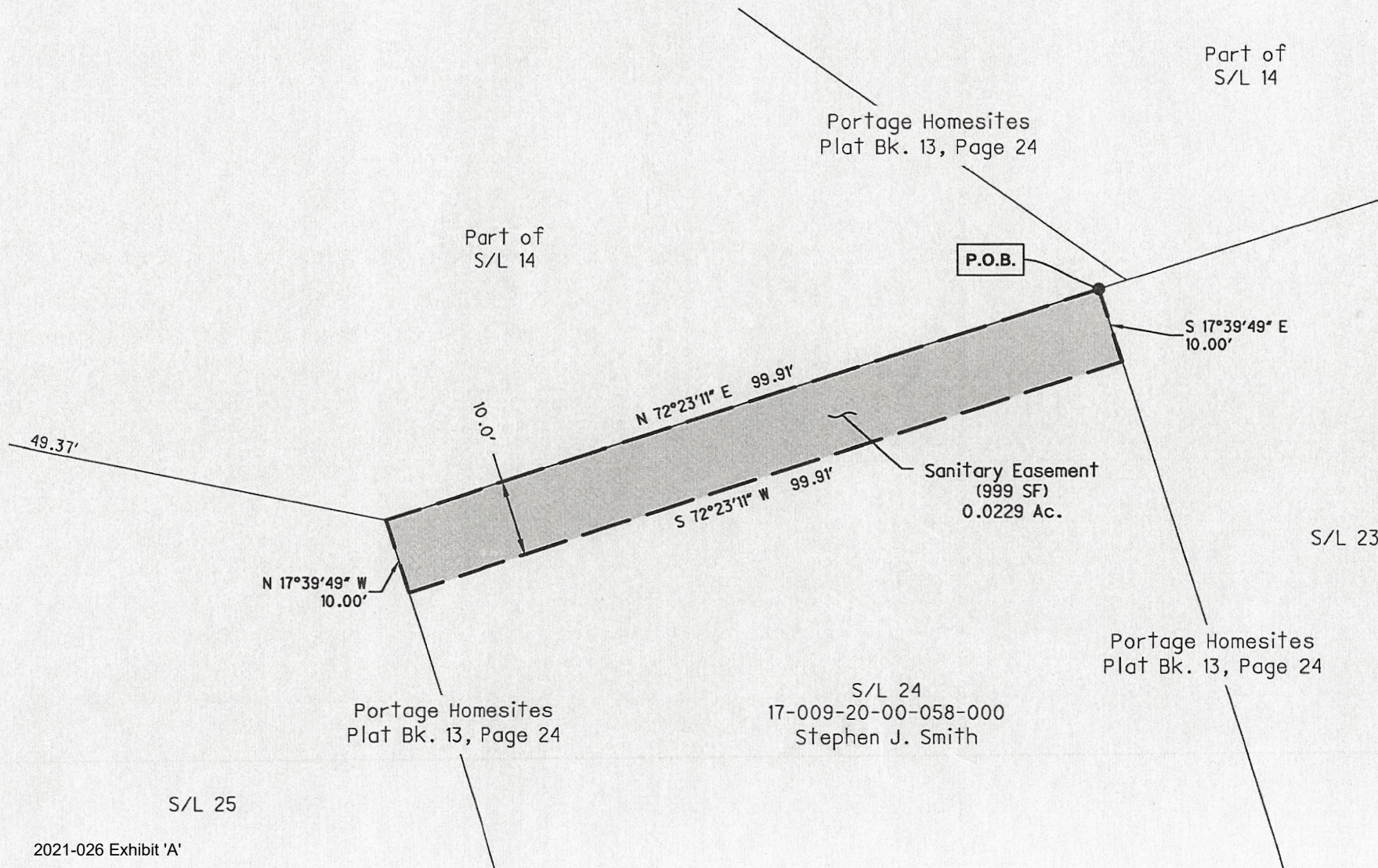


EXHIBIT A



2021-026 Exhibit 'A'

T&C Engineering, LLC
1310 SHARON COLEY ROAD, P.O. BOX 37
SHARON-CENTER, OHIO 44274
(PHONE) 330.590.8001 (FAX) 888.820.8423



1218 MIDDLEBURY

KENT SANITARY ESMTS.

PROJECT
NUMBER

1654-D

DATE

2020-07-08



DRAFT ORDINANCE NO. 2021-027

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO AMEND THE LEASE AGREEMENT WITH PARTA AND THE CITY OF KENT HEALTH DEPARTMENT TO CONTINUE TO LEASE 201 EAST ERIE STREET AND ADD TO THE LEASE THE GROUND FLOOR FOR CLINICAL PURPOSES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Health Department would like to continue to lease the office space at 201 East Erie Street and would like to add to the lease the ground floor for clinical purposes of the PARTA Central Gateway in downtown Kent; and

WHEREAS, the annual lease would be increased from \$1,500.00 to \$1,705.60/monthly and utilities, cleaning and snow removal have been added at \$307.50/month for a total monthly fee of \$2,013.10; and

WHEREAS, the ground floor suite will be at a base rate of \$1,650.00/monthly plus \$275.00 for utilities, cleaning and snow removal for a total monthly fee of \$1,925.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. Kent City Council hereby authorizes the City Manager, or his designee, to amend the lease agreement with PARTA and the City of Kent Health Department to continue to lease 201 S. Erie Street, Kent, Ohio and to add to the lease the ground floor for clinical purposes and is more fully described in Exhibit "A", attached hereto and made a part thereof.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN
WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS
OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.*
_____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

ADDENDUM TO LEASE AGREEMENT

This Addendum made and entered into this _____ day of _____, 2021, is by and between the KENT CITY HEALTH DEPARTMENT (referred to as "Health Department" or "Tenant") and PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (referred to "PARTA" or "Landlord").

WHEREAS, the Health Department and PARTA have entered into an Agreement dated August 1, 2020 ("Agreement") for the lease of space located at 201 S. Erie Street, Suite G, Kent, Ohio 44240; and

WHEREAS, the Health Department and PARTA want to amend the Agreement as set forth in this Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Health Department and PARTA hereby amend the Agreement as follows:

1. Rent: The Parties agree to amend the Agreement by adding the following:

Effective on April 1, 2021 and March 31, 2022, the annual base rent will increase by \$1.00 per square foot. The new monthly rent will be Two Thousand Thirteen Dollars and 10 Cents (\$2,013.10) including the fees described in Paragraph 2, below.

Effective on April 1, 2022 and March 31, 2023, the annual base rent will increase by \$1.00 per square foot. The new monthly rent will be Two Thousand Two Hundred Eighteen Dollars and 10 Cents (\$2,218.10) including the fees described in Paragraph 2, below.

2. Utilities/Cleaning/Snow Removal: The parties agree to amend the Agreement by adding the following language:

Effective for contract years beginning April 1, 2021 and April 1, 2022, Landlord will add a maintenance fee of \$1.50 per square foot to the base yearly rent at an amount of Three Hundred Seven Dollars and Fifty Cents per month. The maintenance fee represents operating expenses incurred by Landlord for the performance of enhanced, COVID-19 compliant janitorial services for the second floor Suite G spaces.

The maintenance fee includes janitorial labor for cleaning and sanitizing, plus purchasing and restocking the goods, materials, and supplies utilized for and consumed by Tenant. The maintenance fee does not include increased utility usage for which tracking is still incomplete. Landlord will continue tracking utility usage and janitorial operating expenses and may increase or decrease such fees, if warranted, in subsequent contract years.

Tenant also maintains the right to have the maintenance of the spaces provided by a third party upon ninety (90) days' notice to the Landlord prior to the end of each calendar year.

3. Additional Space to be Leased. The Health Department has a need for additional space owned by PARTA. The Parties agree to the following:
 - a. PARTA shall lease Suite E, 201 S. Erie Street, Kent, Ohio 44240 to the Health Department for a term of 12 months beginning on April 1, 2021 and ending on March 31, 2022.
 - b. Rent will be in the amount of One Thousand Nine Hundred Twenty-Five Dollars and No Cents (\$1,925.00) which includes PARTA's cost for maintenance and cleaning.
 - c. The Health Department will pay for the electrical upgrade needed for the space.
 - d. The terms and condition of the Agreement shall apply to the lease of Suite E.
 - e. The Parties agree to review the status of the lease of Suite E during the fourth quarter of the lease term.

All other terms of the Agreement that have not been specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, each party, by its duly authorized representative has executed this contract effective as of the day and year first written above.

KENT CITY HEALTH DEPARTMENT

PARTA

By _____

By _____

(print name and title)

(print name and title)

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to form and correctness.

Hope L. Jones
Director of Law

Dated: _____

CERTIFICATE OF THE DIRECTOR OF BUDGET AND FINANCE

To the City Manager/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligation under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Rhonda C. Hall
Director of Budget and Finance

Dated: _____

DRAFT ORDINANCE NO. 2021-028

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SECURE NOPEC GRANT FUNDS THAT ARE AVAILABLE TO THE CITY (UP TO \$49,978.00) TO USE FOR ENERGY SAVING RELATED INVESTMENTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Kent, Ohio is receiving a Northeast Ohio Public Energy Council ("NOPEC") Energized Community (NEC) grant in the amount of \$49,978.00 for 2021; and

WHEREAS, the City would like to use the funds to upgrade critical power related equipment that is used at the Water Reclamation facility.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That Kent City Council hereby authorizes the City Manager, or his designee, to secure NOPEC grant funds in the amount of \$49,978.00 from the NOPEC Energized Community (NEC) 2021 Program.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2021-029

AN ORDINANCE ACCEPTING A DONATION IN THE AMOUNT OF \$50.00 TO THE CITY OF KENT FIRE DEPARTMENT FROM JOHN AND NANCY THOMAS IN HONOR/MEMORY OF FORMER KENT FIRE CHIEF BUD RHOADS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Fire Department has received a donation of \$50.00 from John and Nancy Thomas in honor/memory of former Kent Fire Chief Bud Rhoads who passed away on January 10, 2021;

WHEREAS, the City wishes to accept said donation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That Council does hereby authorize the City Manager on behalf of the City of Kent to accept the donation of \$50.00 from John and Nancy Thomas in honor/memory of former Kent Fire Chief Bud Rhoads who passed away on January 10, 2021 and for the Budget and Finance Director to appropriate the donation into the proper fund.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL
(SEAL)

DRAFT ORDINANCE NO. 2021-030

AN ORDINANCE ACCEPTING TWO (2) DONATIONS TO THE CITY OF KENT HEALTH DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Health Department have received two (2) donations as follows:

- 1) \$600.00 from McKay Bricker and Cass McKay (2 photo prints)(1 oil print); and
- 2) \$150.00 from Belltower Brewery – Ryan and Bridget Tipton (3 tiered shelf for blueprint storage.

WHEREAS, the City wishes to accept said donations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, that:

SECTION 1. That Council does hereby authorize the City Manager on behalf of the City of Kent to accept the donations totaling \$750.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

DRAFT ORDINANCE NO. 2021 - 031

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE RIGHT OF ACCESS AGREEMENT WITH ABB INSTALLATION PRODUCTS INC. (ABB IP) FOR SITE REMEDIATION AT 800 MOGADORE ROAD THAT WAS PASSED IN ORDINANCE 2019-106, TO ALLOW ACCESS TO TWO ADDITIONAL OFF-PROPERTY AREAS OF INTEREST (OPAI-03 AND OPAI-06), AND DECLARING AN EMERGENCY.

WHEREAS, ABB IP has several identified OPAI's that are continually monitored and sampled to identify any change in conditions that may warrant remediation action and recent testing of near surface sediments in OPAI-3 and OPAI-6 have been identified as having the potential to generate a sheen in the water when these areas are disturbed; and

WHEREAS, in order to mitigate this concern, the Ohio Environmental Protection Agency (OEPA) has granted approval to ABB IP to use divers and/or small equipment to remove approximately 0.5-2.5 thick sections of sediment in these areas that are above an underlying clay layer; and

WHEREAS, since the work will require some site disturbances (removal of some trees), ABB IP is conducting a tree survey in these areas to ensure appropriate replacement and restoration of any removed trees; and

WHEREAS, tree removal is prohibited in Ohio from April 1st through September 30th to protect bat habitats so approval will ensure access is granted to allow for the timely removal of trees; and

WHEREAS, the City is granting access to OPAI-3 and OPAI-6 to ensure the timely completion of the necessary site preparation, remediation, and tree/site restoration activities in order to safeguard the Cuyahoga River, City property, and regional bat habitats.

WHEREAS, time is of the essence as ABB IP and the City desire this phase of the remediation work to begin immediately;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Kent, Portage County, Ohio that:

SECTION 1. That Council does hereby authorize the City Manager or his designee to amend the Right of Access Agreement with ABB IP for site remediation at 800 Mogadore Road to allow access to Off-Property Areas of Interest (OPAI-03 and OPAI-06), as more fully described in the attached agreement (Exhibit "A").

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after

passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL

C:\Users\cody.lurren\OneDrive\Kent_Ohio\Bioscience\GIS\fig1.dwg Thu, 31 Oct 2019 - 4:00pm cody.lurren



ORDINANCE NO. 2019 -106

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A RIGHT OF ACCESS AGREEMENT WITH ABB INSTALLATION PRODUCTS INC. (ABB IP, INC.) FOR SITE REMEDIATION AT 800 MOGADORE ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, ABB IP, Inc. is engaged in voluntary site remediation of the property known as 800 Mogadore Road, Kent, Ohio and related off-property impacts associated with the historical activities at this Site; and

WHEREAS, in order to complete this site remediation, ABB IP, Inc. and its agents need to enter onto City owned property; and

WHEREAS, ABB IP, Inc. will need to restore the City's property to a condition similar to the property's current condition as described in the attached agreement; and

WHEREAS, the attached agreement (Exhibit "A") needs to be executed in order to allow this access to ABB IP, Inc. and its agents in order to complete the remediation work and to ensure proper restoration of City owned property; and

WHEREAS, time is of the essence as ABB IP, Inc. and the City desire this phase of the remediation work to begin immediately;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Kent, Portage County, Ohio at least three-fourths (3/4) of all members elected thereto concurring:

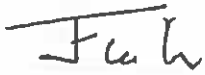
SECTION 1. That Council does hereby authorize the City Manager or his designee to enter into a Right of Access Agreement with ABB IP, Inc. and their agents so that they may cross over City owned property to remediate the historical activities of said property, as more fully described and in substantial compliance with the attached agreement (Exhibit "A").

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED September 18, 2019
Date

EFFECTIVE: September 18, 2019
Date



Jerry T. Fiala
Mayor and President of Council

CITY OF KENT, OHIO

PROPERTY RIGHT OF ACCESS AGREEMENT

This CONDITIONAL PROPERTY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into and shall be effective as of this 26 day of August, 2019, by and between the CITY OF KENT, Ohio, (the "City"), ABB Installation Products Inc. (ABB IP, formerly known as Thomas & Betts Corporation), and ABB IP's authorized representatives (its "Agents").

WHEREAS, the City owns certain parcels of real property in the State of Ohio, County of Portage, known as the North Ditch, Kramer Field Ball Field Complex, East Bank of the Cuyahoga River, and surrounding park land known as permanent parcel numbers 17-025-20-00-014-000, 17-012-10-00-007-000, 17-011-10-00-049-000, 17-012-10-00-006-000, and 17-011-10-00-048-000 (collectively the "Property") and as depicted on the attached map as "EXHIBIT A;" and

WHEREAS, ABB IP is conducting voluntary remediation of 800 Mogadore Road in Kent, OH (the "Site") and related off-property impacts associated with historical activities at the Site under the Resource Conservation and Recovery Act (RCRA) Voluntary Action Program Memorandum of Agreement (VAP MOA), and therefore will be performing remediation and restoration activities (the "Activities") at the Property and other off-property locations such as the Cuyahoga River.

THEREFORE, it is agreed as follows:

1. **Grant of Access.** The City hereby conditionally grants to ABB IP, its agents, employees, contractors, and subcontractors (collectively the "Agents") a limited right of access to enter upon the Property for the sole purpose of performing the Activities as described in the forthcoming Interim Remedial Action Plans (IRAPs) for the remediation of the petroleum seep on the Property at Off-Property Area of Interest - I ("OPAI-I") and/or Cuyahoga River, including any changes that might be required by the Ohio EPA subsequent to its review and required public notice and comment period.

2. **Duration and Termination of Access.** Conditional access shall be allowed upon the execution of this Agreement. The Agreement shall be in effect through June 30, 2020 and will renew automatically for one year periods until the remediation is deemed effective or either party terminates the agreement with 90 day written notice. If ABB IP or its Agents continues Activities after the remediation is deemed effective or termination by the City, the City maintains the right to issue a stop work order.

In the event ABB IP breaches any covenant or obligation under this Agreement and cure of such breach is not initiated and diligently pursued to the reasonable satisfaction of the City within five (5) days after receipt of notice thereof, the City may terminate this Agreement and revoke the access granted herein upon delivery of notice to Contractors, and take all other action authorized by law or pursuant to this Agreement, to remedy said breach.

3. **Covenants of Contractors.** The cost of the Activities shall be borne by ABB IP or its Agents. The work undertaken at the Property shall be (i) conducted in an expeditious, safe and diligent manner, (ii) All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations; and (iii) ABB IP is responsible for ensuring ABB IP's Agents have knowledge of all of the terms and conditions of this Agreement, the IRAP and Corps Permit.

4. **Information Sharing.** At no cost to the City, ABB IP shall provide the City with all data collected by the ABB IP and its Agents, including but not limited to laboratory analyses, monitoring reports, photographs and field notes associated with the Activities undertaken in and or on the Property.

The City maintains the right to provide its own representative to observe the Activities undertaken in and/or on the Property and to obtain its own samples for analyses

5. **Scope of Work.** Activities are limited to those specified in the IRAPs, both as modified and approved by the Ohio EPA, or as otherwise provided in writing and approved by the City. All shall be conducted in a manner that does not risk further release and migration of petroleum from the Site or Property. ABB IP will notify City of any changes required in the IRAP due to Ohio EPA requests or field conditions. ABB IP shall not use the Property for any other unrelated purpose or business.

6. **Local Permits, Approvals, and Conditions.** ABB IP shall secure written approval from the City Manager or his designee, prior to the placement staging of all clean fill materials, equipment and supplies; the removal of trees, shrubs and other vegetation; the expansion of existing or development of new access roads or paths to allow for ingress/egress; or any other activity that will alter the existing condition of any portion of the Property.

ABB IP shall obtain all permits and approvals necessary to comply with local laws prior to initiating authorized activities, including but not limited to Storm Water Pollution Prevention Plans (SWPPP) for the disturbance, removal or placement of clean fill on the Property; the expansion of existing or development of new access roads or paths to allow for ingress/egress; or any other activity(s) that results in ground disturbance.

ABB IP and its Agents shall notify the City of actual start date prior to commencement of Activities, any alterations to the schedule of planned Activities, and/or any changes to the scope of the Activities.

If necessary for access, ABB IP shall videotape the roadway entering into Kramer Field Ball Field Complex, including parking area to be utilized for staging of clean fill, Redmond Bridge, the North Ditch area, and any area to be utilized for the Activities and the video shall be verified by the City as acceptable documentation of the present condition prior to the Contractors initiating the Activities.

ABB IP and its Agents shall comply with all recommendations delineated in the *McCormick Taylor Fred Fuller Park Redmond Bridge Report*, as revised September 16, 2016, when transporting materials and equipment across Redmond Bridge.

ABB IP shall provide all control measures necessary to limit public access to the Project Area, including all material and equipment staging locations, and provide appropriate traffic control measures, including but not limited to signage and flagger personnel, when transporting materials and equipment across Redmond Bridge.

7. **Restoration.** Restoration of the affected park lands, including but not limited to any and all temporary access roads or paths, shall be in accordance with the terms and conditions of this Agreement, the IRAPs and any permits that might be required.

ABB IP shall provide the City with an inventory of all trees, shrubs and vegetation planned for removal prior to initiating Activities. Trees shall be replaced, as specified in the City's Urban Forest Management Plan (the "UFMP"), modified if needed in accordance with the August 30th 2018 Fuller Park Replacement Plan letter from HZW, which was previously approved by the City.

ABB IP shall provide written certification detailing the composition of all fill materials to be utilized for the Activities.

ABB IP shall provide the City with the name and mobile telephone number for the representative(s) responsible for on-site management of the Activities at the Property.

8. **Materials Removed from Project Area.** Any samples, waste materials, contaminants, pollutants collected and removed from the Property shall be handled, stored, treated, transported and disposed of by the ABB IP and or its Agents as necessary and in accordance with all federal, state and local environmental regulations and requirements.

At no time shall waste materials, contaminants, or pollutants collected and removed be stored on the Property beyond the time necessary to sample, characterize and arrange proper disposal of such materials.

9. **Tools and Equipment.** All tools, equipment or other items placed upon the Property by ABB IP and its Agents shall remain under the ownership of the ABB IP and its Agents and shall be removed from the Property no later than June 30, 2020, with the exception of equipment that is an integral part of the long-term remedy.

10. **Insurance.** Prior to commencing the Activities and at all times during the performance of said Activities, ABB IP and its Agents shall maintain Workers' Compensation and Employer's Liability Insurance in the amount required by State of Ohio law; Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; Comprehensive Automobile Liability Insurance (owned, not owned and hired) with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). To the extent of ABB IP's

indemnity obligations, the City shall be added as an additional insured to the CGL policy and such policy shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City.

The insurance certificate shall contain a provision that coverage afforded under the policy evidenced by such certificate will not be canceled or changed without providing at least thirty (30) days prior written notice to the City. ABB IP or its Agents shall deliver certificates of insurance to City evidencing the existence of such policy prior to the commencement of the Activities.

11. **Bond.** ABB IP or its Agents shall provide the City with a performance bond in the amount of \$25,000.00 to guarantee the satisfactory completion of the Activities on the Property as specified by this Agreement.

12. **Indemnity.** ABB IP shall indemnify, hold harmless and defend the City from and against any and all third party claims, demands, liabilities, causes of action, losses, costs, damages and expenses of any kind, including reasonable attorney fees, that may be asserted against or incurred by the City in any way relating to, arising out of, caused by or in connection with (i) the negligent acts or omissions of ABB IP or any its Agents performance of the Activities undertaken on the Property, (ii) violations or liens that may be filed against the Property as a result of the performance of the work, (iii) claims from ABB IP employees or claims of its Agents for personal injury, wrongful death, costs, expenses or property damage resulting from the performance of the work; (iv) any increased contamination at the Property caused by ABB IP or its Agent's activities, and (iv) injunctive relief or other claims sought by any governmental authorities or third parties as a result of the work or contamination at the Property. ABB IP shall not be required to indemnify the City for claims, liabilities, damages, losses or expenses caused by wrongful acts or omissions by the City. The provisions of this paragraph shall survive the termination of this Agreement.

13. **No Admission.** The granting of conditional property right of access herein by the City is not intended, and shall not be construed, as an admission of liability on the part of the City or the City's successors and assigns for any contamination on the Property.

By execution of this Agreement, the City is not providing any consent or agreement to the contamination or conditions at the Property and the City does not waive any rights or remedies in connection with any contamination at the Property.

14. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties regarding the granting of conditional property right of access to ABB IP for the purposes herein. No modification, amendment, or waiver of the terms and conditions of this Agreement shall be binding upon the City or ABB IP unless approved in writing by an authorized representative of the City and ABB IP.

- (b) Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Ohio court having jurisdiction.
- (c) Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- (d) No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.
- (e) Representations. Each of the parties hereto represents and warrants to the other party executing this Agreement it has the authority to do so knowing that each of the other parties to this Agreement are acting in reliance upon such representation. The provisions of this Section shall survive the termination of this Agreement.
- (f) Notices. Any notice, demand, request payment or other communication which any party hereto may require or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand received, (b) if received via United States mail service or other reliable express courier service, or (c) if sent via e-mail to the addresses set forth below:

City of Kent:

Bridget Suse
 Name
930 Overholt Rd, Kent Ohio 44240
 Address
suseib@kent-ohio.org
 E-mail

ABB Installation Products Inc.:

Melody Christopher, ABB
 Name
131 Phoenix Crossing, Bloomfield CT 06002
 Address
melody.b.christopher@usabb.com
 E-mail

EXECUTED ON this 26 day of August, 2019.

City of Kent

By 

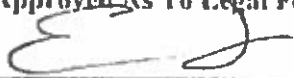
Dave Ruller, City Manager

ABB Installation Product Inc.

By 

Keith Knauerhase, Assistant Secretary

Approved As To Legal Form:



~~Hope Jones, Law Director~~

~~Eric Fink, Asst. Law Director~~



City Council Regular Meeting Minutes

The City of Kent, Ohio
Wednesday, February 17, 2021

Due to the COVID-19 pandemic, this meeting was held virtually using the Zoom platform and livestreamed on the City of Kent YouTube Channel.

At 7:30 p.m., Mayor Jerry T. Fiala called the **Regular Meeting of Kent City Council** to order. Roll was taken.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara (7:31 p.m.); Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner; Ms. Tracy Wallach

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Mr. Jim Bowling, City Engineer; Ms. Joan Seidel, Health Commissioner; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Mr. Nick Shearer, Chief of Police; Ms. Amy Wilkens, Clerk of Council

Mayor Fiala called upon Councilmember Rosenberg for her opening remarks. She asked that all stand for the Pledge of Allegiance.

Approval of Regular Council Meeting Minutes:

MOTION TO APPROVE THE MINUTES OF THE REGULAR COUNCIL MEETING OF January 20, 2021 made by Mr. Kuhar SECONDED by Mr. Turner and CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

Communication:

Public Comment: There were no visitors signed in to speak with Council.

Written Communications were reported by Clerk Wilkens and placed on file in the Clerk's office as follows:

1. Cancellation of Architecture Review Board Meeting for February 2, 2021 received on January 27, 2021.
2. Planning Commission Agenda and Staff Report for February 9, 2021 meeting received February 2, 2021.
3. Planning Commission Agenda and Staff Report for February 16, 2021 meeting received on February 9, 2021.
4. Request from Ohio Dept. of Liquor Control was received on January 28, 2021 to transfer the liquor license from Pacific East Kent, Inc. DBA Pacific East to TT1108 2 Inc. DBA Pacific East. Chief Shearer has no objections.

THE CITY OF KENT, OHIO
REGULAR COUNCIL MEETING
WEDNESDAY, FEBRUARY 17, 2021

MOTION to return license to Ohio Department of Liquor Control with no objections made by Mr. Kuhar SECONDED by Mr. DELEONE and CARRIED with a voice vote of 9-0.

Communications Received after Agenda Publication were reported by Clerk Wilkens and placed on file in the Clerk's office as follows:

1. Parks and Recreation Board Packet for the February 18, 2021 meeting received on February 10, 2021.
2. Standing Rock Cemetery Minutes from January 14, 2021 meeting and Agenda for February 11, 2021 meeting received on February 10, 2021.

City Manager's Report was called for by Mayor Fiala.

1. Request Council's authorization to submit an Assistance to Firefighters grant application (and allocate the grant funds if approved) in the amount of \$17,156 for the upgrade of fire safety and prevention inspection equipment. (Draft# 2021-017)
2. Request Council's authorization to accept a \$50 donation to the Kent Fire Department from Roberta and George Nehrenz in memory of former Kent Fire Chief Bud Rhoads. (Draft #2021-018)
3. Main Street Kent has requested Community Development Committee time to provide Council with the annual report of Main Street activities in 2020, and to provide a preview of plans for 2021.
4. Request Community Development Committee time to present the proposed 2021 CDBG funded projects.
5. Request Land Use Committee time to request the renewal of the lease agreement for the Haymaker Farmer's Market.
6. Request Health & Safety Committee time to present proposed amendments to the City Tobacco 21 Ordinance.
7. Request Streets, Sidewalks & Utilities Committee time to request Council's authorization to extend the staff authorization for another 12 months that allows staff to establish temporary right of way access agreements to help businesses extend into the City right of way during the pandemic.
8. Request Streets, Sidewalks & Utilities Committee to present a request from a new business in the Franklin Township to receive City water service.
9. Request Finance Committee time to request Council's consideration of an Ohio EPA loan agreement for funds to be used in the southwest sanitary pump station replacement project.
10. Request Finance Committee time to present a proposed loan agreement with Kent Parks and Recreation to ensure that the next phase of the Portage Hike and Bike Trail has adequate funding to proceed.
11. Request Finance Committee time to request Council's consideration of an amendment to the Health Department Lease Agreement with PARTA.
12. Request Finance Committee time to request Council's authorization to accept and place in escrow NOPEC Energized Community Grant funds in the amount of \$49,978.
13. Request Finance Committee time for Council's consideration of the final easement agreement negotiated for the Southwest Sanitary Sewer Pump Station project.

MOTION TO APPROVE ITEMS #1-13 OF THE CITY MANAGER'S REPORT, made by Mr. Amrhein, SECONDED by Mr. Kuhar, and CARRIED by a voice vote of 9-0.

STANDING COMMITTEES/ LEGISLATION

1) Committee of the Whole:

MOTION TO APPROVE MEETING MINUTES from February 3, 2021 made by Mr. Amrhein, SECONDED by Mr. Turner and CARRIED by a voice vote of 8-0-1, with Ms. Wallach abstaining.

MOTION TO APPROVE THE COMMUNITY DEVELOPMENT ACTION ITEM made by Mr. Turner, SECONDED by Mr. DeLeone and CARRIED by a voice vote of 9-0.

Recommended Actions:

- 1) Authorize and Amend the Pending List

2) Community Development Committee:

MOTION TO APPROVE MEETING MINUTES of February 3, 2021 made by Mr. Kuhar, SECONDED by Mr. Sidoti and CARRIED by a voice vote of 8-0-1, with Ms. Wallach abstaining.

NO COMMITTEE ACTION ITEM TO APPROVE

3) Land Use Committee:

MOTION TO APPROVE MEETING MINUTES of February 3, 2021 made by Mr. Ferrara, SECONDED by Ms. Rosenberg, and CARRIED by a voice vote of 8-0-1, with Ms. Wallach abstaining.

MOTION TO APPROVE THE LAND USE COMMITTEE ACTION ITEM made by Mr. Ferrara SECONDED by Ms. Shaffer Bish and CARRIED by a voice vote of 9-0.

Recommended Actions:

- 1) Authorize the acceptance of the dedication for Phase 5 of Riverbend East

Draft No. 2021-011 AN ORDINANCE ACCEPTING, FOR DEDICATION PURPOSES, THE STREETS, EASEMENTS AND DEDICATED OPEN SPACES OF RIVER BEND EAST SUBDIVISION PHASE V, AND DECLARING AN EMERGENCY, was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Ms. Shaffer Bish, SECONDED by Mr. Sidoti. On roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT NO. 2021-011 made Ms. Shaffer Bish, SECONDED by Mr. Sidoti. On roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE 2021-011 PASSED as stated by Clerk Wilkens.

4) Streets, Sidewalks and Utilities Committee

MOTION TO APPROVE MEETING MINUTES of February 3, 2021 made by Mr. Sidoti SECONDED by Mr. Kuhar, and CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

MOTION TO APPROVE THE STREETS, SIDEWALKS AND UTILITIES COMMITTEE ACTION ITEM made by Mr. Sidoti, SECONDED by Mr. Kuhar and CARRIED by a voice vote of 9-0.

Recommended Actions:

- 1) Authorize the water extension and tie-in for the new Express Wash Concepts

Draft No. 2021-012 AN ORDINANCE AUTHORIZING THE WATER TAP-IN FOR EXPRESS WASH CONCEPTS LOCATED AT 1811 STATE ROUTE 59, OUTSIDE THE CITY OF KENT, AND DECLARING AN EMERGENCY, was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Kuhar, SECONDED by Mr. DeLeone. On roll call, voting "Yes": Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT NO. 2021-012 made Mr. Kuhar and SECONDED by Mr. DeLeone. On roll call, voting "Yes" Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE 2021-012 PASSED as stated by Clerk Wilkens.

5) Health and Public Safety Committee:

MOTION TO APPROVE MEETING MINUTES of February 3, 2021 made by Mr. Amrhein SECONDED by Mr. DeLeone, and CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

NO COMMITTEE ACTION ITEMS TO APPROVE

6) Finance Committee:

MOTION TO APPROVE THE FINANCE COMMITTEE MEETING MINUTES OF February 3, 2021 made by Mr. DeLeone, SECONDED by Mr. Amrhein, and CARRIED by a voice vote 8-0-1 with Ms. Wallach abstaining.

MOTION TO APPROVE THE FINANCE COMMITTEE ACTION ITEMS made by Mr. DeLeone SECONDED by Mr. Sidoti and CARRIED by a voice vote of 9-0.

Recommended Actions:

THE CITY OF KENT, OHIO
REGULAR COUNCIL MEETING
WEDNESDAY, FEBRUARY 17, 2021

- 1) Approve the 2021 budget appropriations amendments
- 2) Authorize the acceptance and allocation of a \$1,000 grant from ODNR and authorize the staff to submit a \$1,000 grant to the KEC (and if approved, authorize the acceptance and allocation of KEC grant funds) as presented

Draft No. 2021-013 AN ORDINANCE AMENDING ORDINANCE NO. 2020-129, THE CURRENT APPROPRIATION ORDINANCE, PASSED DECEMBER 16, 2020; SO AS TO ADJUST APPROPRIATIONS, TRANSFERS AND ADVANCES FROM THE VARIOUS FUNDS OF THE CITY OF KENT TO INDIVIDUAL ACCOUNTS FOR THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021; AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Kuhar, SECONDED by Ms. Rosenberg. On roll call, voting "Yes": Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT NO. 2021-013 made by Mr. DeLeone, SECONDED by Ms. Shaffer Bish. On roll call, voting "Yes": Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE 2021-013 PASSED as stated by Clerk Wilkens.

Draft No. 2021-014 AN ORDINANCE ACCEPTING A GRANT FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) IN THE AMOUNT OF \$1,000 TO BE USED FOR THE CONSTRUCTION OF A CHIMNEY SWIFT TOWER, WHICH WOULD INCLUDE INTERPRETIVE SIGNAGE; AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. DeLeone and SECONDED by Mr. Ferrara. On roll call, voting "Yes": Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2021-014 made by Mr. DeLeone and SECONDED by Mr. Ferrara. On roll call, voting "Yes": Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE 2021-014 PASSED as stated by Clerk Wilkens.

Draft No. 202-015 AN ORDINANCE AUTHORIZING THE CITY OF KENT TO SUBMIT A GRANT FUNDING APPLICATION REQUEST FOR \$1,000.00 TO THE KENT ENVIRONMENTAL COUNCIL (KEC) AND TO ACCEPT THE GRANT, IF AWARDED, AND EXECUTE THE SUBSEQUENT GRANT AGREEMENT WITH CORRESPONDING APPROPRIATION OF FUNDS, FOR "THE CHIMNEY SWIFT TOWER PROJECT", AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Ms. Shaffer Bish and SECONDED by Mr. DeLeone. On roll call, voting "Yes": Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr.

Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2021-015 made by Ms. Shaffer Bish and SECONDED by Ms. Rosenberg. On roll call, voting "Yes": Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar. The Motion CARRIED by a roll call vote of 9-0.

RESOLUTION 2021-015 PASSED as stated by Clerk Wilkens.

Draft No. 2021-016 AN ORDINANCE ACCEPTING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A RIGHT OF WAY AGREEMENT FOR THE PURPOSE OF OBTAINING TEMPORARY AND PERMANENT EASEMENTS FOR THE CONSTRUCTION OF THE SOUTHWEST SANITARY PUMP STATION PROJECT, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Kuhar and SECONDED by Ms. Rosenberg. On roll call, voting "Yes": Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2021-016 made by Mr. Kuhar and SECONDED by Mr. DeLeone. On roll call, voting "Yes": Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg. The Motion CARRIED by a roll call vote of 9-0.

RESOLUTION 2021-016 PASSED as stated by Clerk Wilkens.

Draft No. 2021- 017 AN ORDINANCE AUTHORIZING THE KENT FIRE DEPARTMENT TO APPLY FOR THE FY 2020 ASSISTANCE TO FIREFIGHTER – FIRE PREVENTION AND SAFETY GRANT, AND TO ACCEPT ANY GRANT, IF AWARDED, WITH CORRESPONDING APPROPRIATIONS OF FUNDS WHICH PROVIDES FUNDING FOR THE PURCHASE OF SOFTWARE AND RELATED HARDWARE TO IMPROVE EFFICIENCY IN PERFORMING AND RECORDING FIRE SAFETY INSPECTIONS, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Amrhein and SECONDED by Mr. Kuhar. On roll call, voting "Yes": Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No.2021-017 made by Mr. Kuhar and seconded by Mr. Sidoti. On roll call, voting "Yes": Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE 2021-017 PASSED as stated by Clerk Wilkens.

Draft No. 2021- 018 AN ORDINANCE ACCEPTING A DONATION IN THE AMOUNT OF \$50.00 TO THE CITY OF KENT FIRE DEPARTMENT FROM ROBERTA AND GEORGE NEHRENZ IN MEMORY OF FORMER KENT FIRE CHIEF BUD RHOADS, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Amrhein and SECONDED by Ms. Shaffer Bish. On roll call, voting "Yes": Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2021-018 made by Mr. DeLeone and SECONDED by Ms. Shaffer Bish. On roll call, voting "Yes": Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE 2021-018 PASSED as stated by Clerk Wilkens.

Draft No. 2021-019 AN ORDINANCE AUTHORIZING FIVE (5) DAYS TO BE ADDED TO EACH FULL-TIME EMPLOYEES' PAID TIME OFF BANK TO RECOGNIZE THE CITY'S WORKFORCE FOR IT'S EXTRAORDINARY EFFORTS IN THE FACE OF THE PANDAMIC, AND DECLARING AN EMERGENCY was read by title only by Clerk Wilkens per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and SECONDED by Amrhein. On roll call, voting "Yes": Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2021-019 made by Mr. Kuhar and SECONDED by Mr. DeLeone. On roll call, voting "Yes": Ms. Wallach, Mr. Amrhein, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer Bish, Mr. Sidoti, Mr. Turner. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE 2021-019 PASSED as stated by Clerk Wilkens.

Unfinished Business: NONE

New Business:

Mr. Kuhar asked if the City was still enforcing the policy of snow being plowed onto the sidewalk.

Mr. Ruller added the sidewalk ordinance is still being enforced and asked Ms. Susel if citations are still being issued.

Ms. Susel said Arby's and Rockne's were asked to clear the sidewalks of their businesses, which they did. The only egregious violator is Auto Zone so they will be returning there tomorrow to discuss with them.

Ms. Susel added she will have the code enforcement officers out again to work on this issue.

Council Comments:

Mr. Sidoti said that two weeks ago Ms. Wallach brought up the item of expanding the Designated Outdoor Refreshment Area (DORA) and that got him thinking about asking the administration what could be done to help small businesses downtown and to think of them ahead of time. He asked if there are ideas to consider now, such as the closing down of Franklin, to help small businesses in town and to have a controlled approach to having a flood of people downtown in June and July. He thinks it is worth having conversations about this.

Mayor Fiala added he and Mr. Ruller have been discussing this, getting through the healing process and moving slowly and cautiously. The administration is already working on some of this.

Mr. Ruller thanked Mr. Sidoti and added the administration is already having meetings on this very topic. A couple of the early outcomes of these discussions are coming to Council next month for authorization. He said in the course of future conversations if more ideas come up to please let him know. Ideas are welcome at any time.

Mr. Sidoti thanked Mr. Ruller and said Ms. Wallach nudged him to begin thinking about this when she mentioned DORA, and he added whatever they can do as a Council to support the Administration in those efforts to help support small businesses get back on their feet and to do so in an orderly fashion.

Mr. Ruller mentioned Main Street Kent is currently working with Kent State University to do focus groups with downtown businesses to get ideas directly from them. That is happening and is underway already.

Mayor's Report:

There have been two ribbon cuttings, at The Fruit Bowl in Acorn Alley and Kwench Café on Erie Street. He encouraged all to visit these businesses and to try their products.

The Regular Meeting adjourned at 8:00 P.M.

Amy Wilkens
Clerk of Council

Jerry T. Fiala
Mayor and President of Council



City Council Regular Meeting Minutes
Public Hearing
The City of Kent, Ohio
Wednesday, February 17, 2021

At 7:25 p.m., Mayor Jerry T. Fiala called the **Public Hearing for the Community Development Block Grant (CDBG) Program Year (PY) 2021 Action Plan and 2020-2024 CDBG Consolidated Plan** to order. Roll call was taken.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner; Ms. Tracy Wallach

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Mr. Jim Bowling, City Engineer; Ms. Joan Seidel, Health Commissioner; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Mr. Nick Shearer, Chief of Police; Ms. Amy Wilkens, Clerk of Council

Mr. Susel announced this is the 1st Public Hearing for the CDBG Program Year 2021 Annual Action Plan. This marks the second year of the five-year plan covering the period 2020-2024. The projects involved are to assist low to moderate income households. This first hearing is to take comments from the public regarding the types of activities they would like to see funded.

Mayor Fiala asked for comments from the audience. There were no comments.

Hearing no further business, Mayor Fiala adjourned the Public Hearing at meeting at 7:26 p.m.

Amy Wilkens
Clerk of Council

Jerry T. Fiala
Mayor and President of Council



City Council Regular Meeting Minutes
Public Hearing
The City of Kent, Ohio
Wednesday, March 3, 2021

At 6:55 p.m., Mayor Jerry T. Fiala called the **Public Hearing for Zoning Code Amendments Chapters 1101-1106** to order. Roll call was taken.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Ms. Melanie Baker, Service Administration Director; Mr. Jim Bowling, City Engineer; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Ms. Joan Seidel, Health Commissioner; Mr. John Tosko, Fire Chief; Mr. Nick Shearer, Chief of Police; Mr. Michael Anguilano, Accreditation Coordinator, and Ms. Amy Wilkens, Clerk of Council.

ABSENT: Mr. Garret Ferrara; Ms. Tracy Wallach

MOTION to excuse Ms. Tracy Wallach from the hearing made by Mr. Sidoti **SECONDED** by Ms. Heidi Shaffer Bish and **CARRIED** with a voice vote of 7-0.

Mr. Susel announced this is the 1st Public Hearing for Zoning Code Amendments for Chapters 1101-1106 which will be presented to Council on April 7, 2021.

Mayor Fiala asked for comments from the audience.

Clerk Wilkens stated there was no one signed in.

Hearing no further business, Mayor Fiala adjourned the Public Hearing at 6:56 p.m.

Amy Wilkens
Clerk of Council

Jerry T. Fiala
Mayor and President of Council



Community Development Meeting Minutes

The City of Kent, Ohio
Wednesday, March 3, 2021

Due to the COVID-19 pandemic, this meeting was held virtually using the Zoom platform and was live streamed on the City of Kent YouTube Channel.

Chair Kuhar called the Community Development Committee of Kent City Council to order at 7:00 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Ms. Melanie Baker, Service Administration Director; Mr. Jim Bowling, City Engineer; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Ms. Joan Seidel, Health Commissioner; Mr. John Tosko, Fire Chief; Mr. Nick Shearer, Chief of Police; Mr. Michael Anguilano, Accreditation Coordinator, and Ms. Amy Wilkens, Clerk of Council.

ABSENT: Ms. Tracy Wallach

GUEST PRESENT: Mr. Andrew Rome, Director of Haymaker Farmer's Market

There was one (1) item on the Agenda.

1. Proposed 2021 CDBG Funded Projects

Mr. Kuhar introduced Community Development Director, Ms. Bridget Susel to speak on this topic.

Ms. Bridget Susel introduced the memo in the City Manager Packet that listed the CDBG projects planned in 2021. They have not yet received notification of the allocation amount and are basing funding decisions based on last year's numbers (\$303,720). The following projects will be allocated pending notification of funding:

- 1) City of Kent Engineering- Walnut Street Reconstruction
- 2) City of Kent Police Department- Neighborhood Policing Program
- 3) Community Action Council (CAC) of Portage County- Furnace Inspection/Targeted Replacement Program
- 4) Family and Community Services- Homeless Shelter Services
- 5) Family and Community Services- HVAC Replacements at Safe Path and Currie Hall
- 6) Ohio Small Business Development Center- Small Business Counseling

- 7) City of Kent Community Development- Administration
- 8) Fair Housing Consultant- Fair Housing Services

As in prior years, they are not asking for a motion on the preceding projects, as there will be a second public hearing and a 30-day review process. These items will be coming back to Council for legislative approval in May 2021.

Mr. Sidoti asked Ms. Susel how the Federal Government defines low and moderate income and if there is a financial threshold.

Ms. Susel answered in the affirmative stating the low to moderate income includes anyone from 0-80% of the area median income. Each year HUD provides a breakdown of the income and income caps. They are grouped into three categories: Extremely Low to Moderate is at 30% and below the median income; Low income is at 50% or below; Moderate Income is at 80% of the median income. Typically, it does not shift much from year to year, however, Kent is included in the Akron Metropolitan Municipal area due to not being large enough to have its own. This tends to skew the numbers a bit.

Seeing no further business, the Community Development Committee Meeting adjourned at 7:10 p.m.

Amy Wilkens
Clerk of Council

ACTION RECOMMENDED:

- 1) N/A



Land Use Committee Meeting Minutes

The City of Kent, Ohio
Wednesday, March 3, 2021

Due to the COVID-19 pandemic, this meeting was held virtually using the Zoom platform and was live streamed on the City of Kent YouTube Channel.

Chair Ferrara called the Land Use Committee of Kent City Council to order at 7:07 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Ms. Melanie Baker, Service Administration Director; Mr. Jim Bowling, City Engineer; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Ms. Joan Seidel, Health Commissioner; Mr. John Tosko, Fire Chief; Mr. Nick Shearer, Chief of Police; Mr. Michael Anguilano, Accreditation Coordinator, and Ms. Amy Wilkens, Clerk of Council.

ABSENT: Ms. Tracy Wallach

GUEST PRESENT: Mr. Andrew Rome, Director of Haymaker Farmers' Market

There was one (1) item on the Agenda.

1. Lease Renewal for Haymaker Farmers' Market

Ms. Susel introduced the annual renewal of the Haymaker Farmers' Market Lease that the City has a long-term lease with the railroad. This year's request is earlier, typically run from May to October but is now run April to the end of November due to COVID-19. The closing of the area on Franklin Avenue will be included in this request because of anticipated space being needed for social distancing. She mentioned Mr. Andrew Rome being on the call who is available to assist with any questions from Council members.

Ms. Shaffer Bish asked how the market will be arranged this year as compared to last year with a one-way walking system.

Mr. Rome answered they do not yet have a vendor map but is guessing they will adjust practices as the season goes on, with a similar set up as 2020. They are planning on a more targeted approach in 2021 to help relieve the burden on the vendors, returning to having music, community organizations and arts present. They will have the music area separate from customers to ensure social distancing. In order to accommodate all of the

vendors and to have enough space, they are asking to setup on Franklin Ave. to be able to do this.

Mr. Sidoti asked if the market lost any vendors or if they are anticipating having more vendors in 2021.

Mr. Rome said they did lose vendors last year due to safety concerns and natural attrition. There was more (attrition) last year than normal with some people choosing to retire. This year there is a great crop of new vendor applicants which enables the Market to be selective in choosing the best fit for the community. The Board will be meeting on the following Monday to work out the vendor list for 2021.

MOTION to accept the renewal of the sublease for the Haymaker Farmers' Market made by Ms. Shaffer Bish SECONDED by Mr. Kuhar and CARRIED with a voice vote of 8-0-0.

Seeing no further business or questions for this committee, it adjourned at 7:12 p.m.

Amy Wilkens
Clerk of Council

ACTION RECOMMENDED:

- 1) Authorize the renewal of the sublease for the Farmer's Market and partial closure of Franklin Avenue.**



Health and Safety Committee Meeting Minutes

The City of Kent, Ohio

Wednesday, February 3, 2021

Due to the COVID-19 pandemic, this meeting was held virtually using the Zoom platform and was live streamed on the City of Kent YouTube Channel.

Mr. Amrhein called the Health and Safety Committee Meeting of Kent City Council to order at 7:12 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Ms. Melanie Baker, Service Administration Director; Mr. Jim Bowling, City Engineer; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Ms. Joan Seidel, Health Commissioner; Mr. John Tosko, Fire Chief; Mr. Nick Shearer, Chief of Police; Mr. Michael Anguilano, Accreditation Coordinator, and Ms. Amy Wilkens, Clerk of Council.

ABSENT: Ms. Tracy Wallach

There was one (1) item on the Agenda.

1. Proposed Amendments to the City's Tobacco 21 Ordinance

Ms. Joan Seidel introduced her colleague, Michael Anguilano, who is the Accreditation Specialist for the Kent Health department. Michael also produces all of the health education materials and is also maintaining a straight A average in his Master's Program in the College of Public Health at Kent State University. Mr. Anguilano came before Council in 2018 with the group from the Kent State Health Department for the Tobacco 21 initiative to reduce smoking over a ten-year period. He continues to work on this grant and is providing an update and proposal request.

Mr. Anguilano said in 2018 Tobacco 21 was passed and an update to the policy was provided after the first year. There was a 74% compliance during the first year and the second year had 87% compliance and added he believes the policy is effective. The COVID-19 pandemic has thrown a wrench into quitting smoking for many with stress levels running high due to finances, worrying about illness, loss of loved ones, etc. there has been an uptick in traditional cigarette use. The proposed amendment to this policy would be to require the Ohio Quit Line to be posted at every point of sale in the city. It would be signage that would be created by the Health Department and the Ohio Department of Health through this grant. With Ohio 21, establishments are required to have signage at the point of sale regarding the improper sale and penalties to selling to

those under 21, so this would be in addition to that signage. There would be no fine, but is rather a do-good policy for many of these businesses, many of which want to help people quit. The grant would help pay for the signage to be reprinted and distributed. He shared stats from the Quit Line, with only 3 calls being received last October, November, December. This time of year is usually a busy time of year, so it is concerning that only three people in Portage County called the Ohio Quit line during the three most stressful times of this pandemic. This policy would allow the word to be spread about its services.

Ms. Shaffer Bish asked if the Quit Line is national, state or county based.

Mr. Anguilano replied the Ohio Quit Line is run through the Ohio Department of Health. If someone calls the quit line, they are paired with someone at ODH to work with and be counseled by. They can also get nicotine replacement therapy if they qualify up to a certain amount of time.

Ms. Shaffer Bish added she has written grants for tobacco cessation for behavioral health and had not heard of this and thinks this is a good resource that everyone should know about.

Mr. Kuhar asked if there is a need for an ordinance for this policy or if it is more of a public relations item to consider.

Mr. Anguilano replied that because the Quit Line will be attached to a Tobacco 21 sign, which is required, and is fined if not up at the point of sale, it would have to be up. There would be a fine of \$500 if a business does not comply with the T21 signage. The number will be posted on the redone Tobacco 21 sign, which is required.

Mr. Kuhar asked if they have the Tobacco 21 sign posted without this, they have met the requirements.

Mr. Anguilano replied “yes” but the ordinance would state they are required to have the new signage posted which will have the quit line on it. This request is to amend the T21 ordinance adding this Quit Line requirement.

Ms. Rosenberg asked if businesses downtown are required to have no smoking signs with a phone number on it, is that to report a complaint of someone smoking in or around businesses and if this is something different.

Mr. Anguilano replied “Yes, that would be different”.

Ms. Rosenberg stated if she does not have that sign up in her business, it would be a health code violation. She asked if not having this sign with the Quit Line would be considered a health code violation.

Mr. Anguilano stated it would only be for licensed tobacco handlers in the database and would only apply to these places.

Ms. Rosenberg asked if it would be a health code violation if the businesses selling tobacco didn't have the sign.

Mr. Anguilano said that would be a health code violation because it would be a violation of the T21 ordinance.

MOTION to approve the amendments to the Tobacco 21 ordinance made by Mr. Turner, SECONDED by Ms. Rosenberg and CARRIED with a voice vote of 8-0-0.

Seeing no further business or questions for this committee, it adjourned at 7:25 p.m.

Amy Wilkens
Clerk of Council

ACTION RECOMMENDED:

- 1) Authorize the proposed amendments to the City's Tobacco 21 Ordinance.**



Streets and Sidewalks Committee Meeting Minutes

The City of Kent, Ohio
Wednesday, March 3, 2021

Due to the COVID-19 pandemic, this meeting was held virtually using the Zoom platform and was live streamed on the City of Kent YouTube Channel.

Chair Sidoti called the Streets and Sidewalks Committee of Kent City Council to order at 7:26 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Ms. Melanie Baker, Service Administration Director; Mr. Jim Bowling, City Engineer; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Ms. Joan Seidel, Health Commissioner; Mr. John Tosko, Fire Chief; Mr. Nick Shearer, Chief of Police; Mr. Michael Anguilano, Accreditation Coordinator, and Ms. Amy Wilkens, Clerk of Council.

ABSENT: Ms. Tracy Wallach

There were two (2) items on the Agenda.

1. Extension of Staff Authorization for the Use of City Right of Way

Chair Sidoti introduced City Engineer Jim Bowling to speak on this matter.

Mr. Bowling reminded of Council's agreement last year to allow temporary licensing agreements to last through December 31, 2020. These allowed businesses to safely provide services during the Covid 19 pandemic. They are asking for an extension for this year as the pandemic is lasting longer than expected. There are two businesses looking to utilize this agreement.

Mr. Ferrara asked who were the businesses looking into this.

Mr. Bowling said Ray's Place and Barflyy.

MOTION to approve authorization for the use of the city right of way, with an emergency clause, made by Mr. Ferrara, SECONDED by Ms. Shaffer Bish and CARRIED by a voice vote of 8-0.

2. Consideration of a Request for Water Line Tie-In

Mr. Bowling reminded Council of the request for a water tie in for a car wash in Franklin Township that was presented at last month's Council Meeting. This new request is for another car wash across the street. They are required to come to Council and seek approval. Unfortunately, they are declining to participate in the JEDD and will be paying 50% surcharge on their water usage. On a side note, he mentioned the first car wash has been put on hold since they are behind the request of this car wash and there is no desire to have two car washes across the street from each other.

Ms. Shaffer Bish said she noticed the water line is on the north side of the street so they would have to tunnel under the street to connect to the water line. She asked if this would be supervised by Mr. Bowling.

Mr. Bowling said this one is a little different, as the main water line is across the street but there is an 8-inch line that crosses just to the west that could potentially be used. This will be up to the owners who will be in charge and will have to cover all costs. Kent will oversee the construction of the water line and ODOT also is required to give a permit due to maintaining the State Rt. They will get double supervision on this project.

Mr. Kuhar asked what size water line and what method is going to be used to connect.

Mr. Bowling said he has not seen any plans yet so he would not be able to comment on their means and methods to getting connected. Future plans will be reviewed once approved.

MOTION to approve the consideration for a water line tie-in made by Mr. Kuhar, SECONDED by Mr. Turner and CARRIED by a voice vote of 8-0.

Seeing no further business or questions for this committee, it adjourned at 7:31 p.m.

Amy Wilkens
Clerk of Council

ACTION RECOMMENDED:

- 1) Authorize the staff authority to negotiate the private use of City right of way for 2021.**
- 2) Authorize the water extension and tie-in for the new car wash.**



Finance Committee Meeting Minutes

The City of Kent, Ohio
Wednesday, March 3, 2021

Due to the COVID-19 pandemic, this meeting was held virtually using the Zoom platform and was live streamed on the City of Kent YouTube Channel.

Chair DeLeone called the Finance Committee of Kent City Council to order at 7:31 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Ms. Melanie Baker, Service Administration Director; Mr. Jim Bowling, City Engineer; Ms. Rhonda Hall, Budget and Finance Director; Mr. Gary Bishop, IT Manager; Ms. Joan Seidel, Health Commissioner; Mr. John Tosko, Fire Chief; Mr. Nick Shearer, Chief of Police; Mr. Michael Anguilano, Accreditation Coordinator, and Ms. Amy Wilkens, Clerk of Council.

ABSENT: Ms. Tracy Wallach

There were five (5) items on the Agenda.

1. Proposed Ohio EPA Loan Agreement

Mr. Bowling referred to the 2018 Council approval of a loan agreement with the Ohio EPA to construct the Southwest Sanitary Pump Stations. Due to acquiring right of way issues, Covid-19 and being early coming to Council, the requested amount needs to be modified. Before, the amount asked for was \$2 million, even though the project was \$2.2 million. Now there are better lending rates, they are requesting up to \$2.5 million to cover all costs. The project is out to bid and if approved will be submitted to the EPA.

MOTION was made by Mr. Sidoti to authorize the proposed Ohio EPA Loan Agreement, with an emergency clause, SECONDED by Ms. Rosenberg and CARRIED by a voice vote of 8-0.

2. Proposed Kent Parks and Recreation MOU

Mr. Bowling informed Council that due to Parks and Recreation having a short fall (because they did not get a grant they were planning on for the construction of the bike trail), a memorandum of understanding was put together detailing how the loan would be paid back.

The basic terms of the agreement stipulate the money would be returned over five (5) years and the capital fund would also contribute a portion of it.

Melanie Baker, Interim Parks and Recreation Director, added this was taken to the Park Board on February 18, 2021 who approved the Memorandum of Understanding and are okay with the parameters set forth. They will be looking at any parks fees from now until it is paid applying to the paydown as well. They have been taking a look at the overall Capital plan to find any other ways to establish a greater paydown when the project is complete. The MOU will also be adjusted at the end of the project as they will only be given a loan for what is needed at the completion of the project.

Mr. Sidoti asked about the exact location and the timeline.

Mr. Bowling said it is the project off of the bridge downtown and construction starts April 1, 2021 and should be completed by October.

Council Discussion:

Mr. Kuhar stated he is going to support the motion, but that in all the time he has been on Council, Parks and Recreation is always having a shortfall financially. He added they need “better eyes”. He added this money is money that belongs to the City of Kent and is wondering why they are always on the short end of projects.

Ms. Shaffer Bish said it is disappointing we did not receive a grant and may be finding themselves in competition with other cities. She wants to support this because it is important for this project to move forward, as it has been a long time in the making and people are eager to see it happen. It is an economic development tool to bring bicyclists into the City and is a decent plan that will hopefully be paid off in a relatively short amount of time.

Mr. Sidoti is in support of the project and also hears what Mr. Kuhar is saying. He thinks there is a bigger conversation in terms of Council’s role in Parks and Recreation and is aware the Charter drives that but at some point, should be discussed. He said perhaps the City should have a bit of more of an oversight as Mr. Kuhar is suggesting. He stated this project has been in the works for a long time. Having this project completed does in fact signify a commitment to a City that is committed to walkability and the river edge park.

MOTION to approve the proposed Kent Parks and Recreation Memorandum of Understanding, with an emergency clause, made by Ms. Shaffer Bish, SECONDED by Ms. Rosenberg and CARRIED by a voice vote of 8-0.

3. Consideration of Final Easement for Sanitary Sewer Station

Mr. Bowling promised this would be his last item presenting this evening. This is the last easement that is needed for the Pump Station and are seeking approval to exercise this easement agreement for the Pump Station Project.

MOTION to approve the final easement for the Sanitary Sewer Station with an emergency clause made by Mr. Ferrara, SECONDED by Mr. Sidoti and CARRIED by a voice vote of 8-0.

4. Proposed Amendment to the Health Department Lease Agreement with PARTA

Mr. Ruller introduced the topic of amending the lease agreement with PARTA, stating we have been working on it for a while and things were amplified as the COVID 19 pandemic progressed. He said Ms. Seidel is a hardworking, visionary leader and one of her visions is to have a clinic on the ground floor of the PARTA building. With the Cutler space opening up on the ground floor, this opened up the possibility of locating a vaccination clinic in that area. The terms of the existing lease of the second floor has been amended and is being brought forth to Council. He added Ms. Seidel is working closely with the County on the shot clinic. One factor that has complicated things a bit is the terms of the lease held by Phoenix Properties. They have worked with them on the terms of the lease and he does not believe they are actively looking to put another business in this space.

Ms. Seidel said they have been in the Central Gateway for a little over six months and it has been working out nicely. They have been looking at getting a street level spot, so when Cutler moved out it provided this opportunity. The contract tracers are currently taking up space of a potential clinic on the second floor at this moment and all space has been maximized.

Ms. Shaffer Bish asked if additional signage would be put up.

Ms. Seidel said she thinks they would need additional signage for the clinic so that people can find it.

Ms. Shaffer Bish asked if there would be a need for special parking.

Ms. Seidel said the parking deck could be used and there is street level parking available.

Mr. Ferrara asked what other type of treatments would be offered at the clinic.

Ms. Seidel replied short term it could also be available for COVID testing. She said “down the road”, options become wider and more diverse such as blood pressure screenings, blood sugar screenings, health education programs such as possibly working with chefs in the downtown area on healthy cooking programs. She added the WIC program could be run out of there one day of the week, removing the barrier of having to go to Ravenna. She said further down the line, occupational health would be great to provide vaccines to City employees. She said drug testing for potential employees could also be done here.

Mr. Ferrara asked if the drug screening would be a fee for service and if it would be a revenue source for the City.

Ms. Seidel said there would be more potential of revenue with the occupational health options.

Mr. Ferrara said there is a stigma with bus stations and public and government entities and we it may not be something that would be wanted in downtown Kent. He said we would need to make sure to define what the clinic does. He added it may not be politically correct to say this but it is the fact of the matter.

Mr. Sidoti asked if the amount of money expended to rent the house off of Kent State University versus current rent, what kind of pressure is this putting on the resources of the City to expand.

Mr. Ruller said the lease agreement with Kent State University dated back to rates that were really low and have been slowly increasing due to a on campus space shortage. The City is not insensitive the cost of all of this, and the costs incurred by COVID 19 have been bridged temporarily by Covid funding. They have reviewed all options to keep costs down and the deal is below market value.

Ms. Rhonda Hall said the cost has increased but they are looking at the effect of receiving Covid funding and where they will be in the future.

Mr. Sidoti asked if they would be duplicating any services offered by Townhall II.

Ms. Seidel said she does not want to duplicate services but wants to make sure people have access to care. She said when health care and preventative care increases everyone does a little better. She would not want to pull clientele away from established services but does not feel there would be a lot of overlap.

Mr. Kuhar asked if anyone has ever considered the Save-A-Lot location.

Mr. Ruller said it was on the list when they were looking for alternative sites for City Hall and the Health Department but it would not be inexpensive to rehab. It is

owned by a real estate company in Texas and the pitch to them regarding helping the community did not work.

Ms. Seidel stated it targets a population that has a low socioeconomic status but she feels that is part of the beauty of their current location being on the bus line and can easily bring people right to their door. Being downtown is really helpful with the other services the Kent City Health Department offers. They are not looking to becoming solely a clinic, they will still have the food service organization, the tattoo and body art and housing inspections as well as all of the other services they provide.

MOTION to authorize the amendment to the Health Department Lease, with an emergency clause, made by Mr. Sidoti, SECONDED by Ms. Shaffer Bish and CARRIED by a voice vote of 7-0-1, with Mr. Amrhein abstaining.

Council Comments:

Mr. Sidoti said Ms. Seidel has demonstrated unbelievable thoughtfulness and due diligence during the crisis and her leadership is deeply appreciated by the people that she serves. This is a great opportunity to expand services to residents and is in favor of it.

Ms. Shaffer Bish said she applauds the effort to make the health department even more visible and it is a point of pride. She likes the central location and sees no downside to this great idea.

5. **Authorization to Accept and Escrow NOPEC Grant Funds**

Ms. Melanie Baker said this the annual acceptance of funds provided from NOPEC. This year we will be receiving \$49,978. She asks approval to accept the grant and to put it in escrow until we have a project that meets their requirements.

MOTION to accept and escrow NOPEC Grant Funds, with an emergency clause, made by Mr. Kuhar, SECONDED by Mr. Turner and CARRIED by a voice vote of 8-0.

Seeing no further business or questions for this committee, it adjourned at 8:00 p.m.

Amy Wilkens
Clerk of Council

ACTION RECOMMENDED:

- 1) Authorize the Ohio EPA Loan Agreement.**
- 2) Authorize the MOU for a \$460,000 Parks and Recreation Loan.**
- 3) Authorize the easement agreement for the Southwest Sanitary Sewer Pump Station project.**
- 4) Authorize the proposed PARTA lease amendment.**
- 5) Authorize and appropriate the NOPEC NEC Grant funds.**