



City of Kent
Wednesday, April 6, 2022
Special City Council Meeting
320 S. Depeyster Street, Kent, OH 44240

AGENDA

1. 6:50 P.M. Welcome/Roll Call
2. Legislation - 2nd Reading
 - 2.1. **DRAFT 2022-023** AN ORDINANCE ACKNOWLEDGING THE NORTHERN JURISDICTIONAL BOUNDARY RECORDED ON THE TAX MAP FOR THE ANNEXATION OF TERRITORY PETITION PASSED BY THE COUNCIL OF THE VILLAGE OF KENT, OHIO, ON THE 26TH DAY OF NOVEMBER 1917 DOES NOT ALIGN WITH THE LEGAL DESCRIPTION OF THE 1917 PETITION AND TO CORRECT THE ERROR, CITY OF KENT AFFIRMS THE NORTHERN JURISDICTIONAL BOUNDARY IS THE CENTER OF THE CUYAHOGA RIVER AND PARCEL 12-050-00-00-011-000 AND PARCEL 12-050-00-00-012-000, CURRENTLY RECORDED BY PORTAGE COUNTY IN THE BOUNDARY OF FRANKLIN TOWNSHIP, ARE WITHIN THE JURISDICTIONAL BOUNDARY OF THE CITY OF KENT; AND DECLARING AN EMERGENCY (SECOND READING; AUTHORIZED MARCH 16, 2022)
 - 2.2. **DRAFT 2022-027** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH QUALITY IP AND THE CITY OF KENT TO HELP WITH BUSINESS TECHNOLOGY NEEDS, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY (SECOND READING; AUTHORIZED MARCH 16, 2022)
 - 2.3. **DRAFT 2022-028** AN ORDINANCE AMENDING ORDINANCE NO. 2021-133, THE CURRENT APPROPRIATION ORDINANCE, PASSED DECEMBER 15, 2021; 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, 2022; AND DECLARING AN EMERGENCY (SECOND READING; AUTHORIZED MARCH 16, 2022)
3. Adjournment

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. 2022-023

AN ORDINANCE ACKNOWLEDGING THE NORTHERN JURISDICTIONAL BOUNDARY RECORDED ON THE TAX MAP FOR THE ANNEXATION OF TERRITORY PETITION PASSED BY THE COUNCIL OF THE VILLAGE OF KENT, OHIO, ON THE 26TH DAY OF NOVEMBER 1917 DOES NOT ALIGN WITH THE LEGAL DESCRIPTION OF THE 1917 PETITION AND TO CORRECT THE ERROR, CITY OF KENT AFFIRMS THE NORTHERN JURISDICTIONAL BOUNDARY IS THE CENTER OF THE CUYAHOGA RIVER AND PARCEL 12-050-00-00-011-000 AND PARCEL 12-050-00-00-012-000, CURRENTLY RECORDED BY PORTAGE COUNTY IN THE BOUNDARY OF FRANKLIN TOWNSHIP, ARE WITHIN THE JURISDICTIONAL BOUNDARY OF THE CITY OF KENT; AND DECLARING AN EMERGENCY.

WHEREAS, the legal representative for the property owner of Parcel 12-050-00-00-011-000 and Parcel 12-050-00-00-012-000 contacted the City of Kent and Franklin Township regarding an error on the northern jurisdictional boundary of the 1917 tax map recorded for the "Annexation of Territory Petition" dated the 26th day of November 1917; and

WHEREAS, the legal description of the "Annexation of Territory Petition," dated the 26th day of November 1917, specifies the center of the Cuyahoga River as the northern jurisdictional boundary line for the Village of Kent, but the tax map actually places the northern jurisdictional boundary south of the Cuyahoga River; and

WHEREAS, the City acknowledges the tax map recorded in 1917 does not accurately depict the northern jurisdictional boundary, as specified in the legal description of the "Annexation of Territory Petition," dated the 26th day of November 1917; and

WHEREAS, the City agrees with the property owner of Parcel 12-050-00-00-011-000 and Parcel 12-050-00-00-012-000 the northern jurisdictional boundary, as specified in the "Annexation of Territory Petition," dated the 26th day of November 1917, is in the center of the Cuyahoga River, which situates the parcels within the jurisdictional boundary of the City of Kent.

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

SECTION 1. Kent City Council does hereby affirm the northern jurisdictional boundary specified in the "Annexation of Territory Petition" dated the 26th day of November 1917, is the center of the Cuyahoga River and that Parcel 12-050-00-00-011-000 and Parcel 12-050-00-00-012-000, all attached hereto as Exhibit A, are within the jurisdictional boundary of the City of Kent.

SECTION 2. 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. 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

David Golubski, Esq.
250 S Chestnut St, Ste 23
Ravenna, OH 44266

RECEIVED
JAN 20 2022

January 12, 2022

LAW DEPARTMENT
CITY OF KENT

City of Kent, c/o Law Director Hope Jones
320 S Depeyster Street
Kent, OH 44240

Dear Ms. Jones:

I represent Crooked River Land Company in the replat of lots in the Riverbend Subdivision. The replat includes Portage County parcels 12-050-00-00-011-000 and 12-050-00-012-000. These two parcels are currently listed and taxed as being in Franklin Township. However, during a title search, it was discovered that these parcels were annexed into the City of Kent in 1917. Please see the annexation documents that are attached to this letter. Please share this information with the Kent City Council.

I have contacted the Portage County Auditor and requested a change to the property and tax records to correctly show these parcels as being in the City of Kent. I am writing this letter to inform the Franklin Township Trustees and the City of Kent of this information. Corresponding letters were sent to both parties.

Please feel free to contact my office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David M. Golubski', with a stylized flourish extending from the end.

David M. Golubski, Esq.

The State of Ohio County of Portage; SS.
In Re. Application of the Village of Kent for
Annexation of Territory.

Before the Commissioners of
Portage County, State of Ohio:

P.E.TITION

The Village of Kent respectfully represents that by ordinance duly passed by its Council on the 25th day of November, 1917, the following described territory, to-wit: "Situated in Lots 50, 41, 32 and 23 of Franklin Township, Portage County, Ohio, and bounded as follows: Beginning at a point in the east line of Lot 42 of said Township and at the northeast corner of the present corporate limits of said Village of Kent, thence S. 89° 45' E. 540 feet to the center of the Cuyahoga River, thence up stream along the center of said River (through lots 41 and 50) to the point where said center of said river crosses the easterly line of said lot 41, thence south along the easterly side of Lots 41, 32 and 23 to the southeast corner of said lot 23, thence west along the south side of Lot 23 to the south west corner of said lot 23, thence north along the present corporation line to the place of beginning, and contains 460 acres of land, no part of which is contained in any County or City Infirmary." An accurate map of said territory is hereto attached and a certified copy of said ordinance. Said Village respectfully petitions that said territory may be annexed to said Village.

Village of Kent,

By Britton S. Johnson, Solicitor.

December 1917.

Transcript of the proceedings of the Board of County Commissioners of Portage County, Ohio, relative to the annexation of territory to the Village of Kent.
Minutes of the meeting held December 3rd, 1917.

The Board of County Commissioners of Portage County, Ohio, hereby acknowledge receipt of a petition for annexation of certain territory in the Village of Kent, with certified copy of an ordinance duly passed by the council of said village on the 25th day of November 1917 attached hereto, which is herewith received and caused to be filed with the County Auditor for the inspection of any and all persons interested.

Said Board of Commissioners hereby fixes as the time and place for the hearing of such petition: The office of said Commissioners at the Court House at Ravenna, Ohio, at 9 o'clock A.M. Central Standard time, on the 4th day of February A.D. 1918, and the clerk of the said board is hereby directed to communicate such fact to Britton S. Johnson, Solicitor of said Village, being the person designated in such ordinance as the one authorized to prosecute the proceedings necessary to affect such annexation, that due notice as required by law be given.

Ravenna, Ohio.

December 3rd, 1917/

To Britton S. Johnson,
Solicitor of Kent Village:

NOTICE

Take notice that in relation to the application made in Kent Village in petition for the annexation of certain territory to be annexed to Kent Village, this day filed with the Board of County Commissioners of Portage County, Ohio, that said Board has received such petition and caused the same to be filed with the County Auditor for the inspection of all persons interested herein; that said Board of County Commissioners has fixed as the time and place for the hearing of such petition.

The office of said Commissioners at the Court House at Ravenna, Ohio, at 9 o'clock A.M. Central Standard Time on the 4th day of February A.D. 1918; and that due notice shall be given as required by law by you as the designated person to affect such annexation as provided in the ordinance duly passed by the council of Kent Village on the 25th day of November 1917.

Fred Bechtle

County Auditor

Record of meeting of February 4, 1918.

A hearing was held at the County Commissioners office on the matter of extending the Kent incorporation lines, and the decision was withheld until February 11th, 1918.

Minutes of meeting February 11th, 1918.

All of the proceedings, description of territory and service of notice having been regular and correctly made.

It was moved by Smith and seconded by Witsaman that the petition filed by the council of the Village of Kent, Ohio, for the annexation of certain territory lying in the township lots No. 50, 41, 32, and 23 of Franklin Township, Portage County, Ohio, which territory is east of and adjacent to the present limits of the said Village of Kent, and specifically described in the said petition as filed with the Board of County Commissioners on the 3rd day of December, 1917, be approved and the request in said petition be granted. All voted "Aye"

I hereby certify that the foregoing is a true copy of the record of proceedings of the Commissioners of Portage County, Ohio, relative to the annexation of certain territory to the Village of Kent, Portage County, Ohio.

Fred Bechtle

County Auditor

I, A.H. Lawson, being first duly sworn, depose and say that I am Business Manager of 'The Courier', a weekly newspaper of general circulation, printed and published in the county of Portage and state of Ohio, and that the notice hereto annexed was published in said newspaper for six consecutive weeks commencing on the 5th day of Dec. 1917.

Printers' Fees, \$.....

Notary Fees, \$.....

Total \$.....

A.H. Lawson

(SEAL)

Sworn to and subscribed before me this 2nd day of Feb'y A.D. 1918

W.W. Reed Notary Public

Legal notice

Notice is hereby given that a petition, with an ordinance attached thereto duly passed by the council of the village of Kent, Ohio, on the 26th day of November, 1917, has been filed with the County Commissioners of Portage County, Ohio, signed by the Village of Kent by Britton S. Johnson, Solicitor, with plat attached of the proposed territory to be annexed to said village, which is now on file in the Auditor's office at Ravenna, Ohio, praying for the annexation to said village of Kent of the following described territory, to-wit: Situated in Lots 50, 41, 32 and 23 of Franklin Township, Portage County, Ohio, and bounded as follows: Beginning at a point in the East line of Lot 42 of said township and at the Northeast corner of the present corporate limits of said village of Kent, thence South 89 degrees 45 minutes East 540 feet to the center of the Guyahoga River; thence up stream along the center of said river (through lots 41 and 50) to the point where said center line of said river crosses the Easterly line of said Lot 41; thence South along the Easterly side of Lots 41, 32 and 23 to the Southeast corner of said lot 23; thence West along the South side of lot 23 to the Southwest corner of said Lot 23; and thence north along the present East corporation line to the place of beginning, and contains 460 acres of land, more or less. Said Board of County Commissioners has fixed February 4, A.D. 1918, at 9 o'clock A.M., Central Standard time, at its office at the Court House at Ravenna, as the time and place for the hearing of such petition.

Britton S. Johnson,
Solicitor of Kent Village.

(D 6-13-20-27-Y 3-10)

A F F I D A V I T .

State of Ohio, County of Portage, SS:

Britton S. Johnson, being first duly sworn, deposes and says, that on the 13th day of December 1917, he posted the attached notice, in front of the plant of the Mason Tire and Rubber Company which is within the territory described in said notice and that same was posted more than six weeks before February 4th, 1918, the date of hearing fixed in said notice.

Britton S. Johnson

Sworn to and subscribed before me this 4th day of February, 1918.

Harry Hodges Notary Public

LEGAL NOTICE.

Notice is hereby given that a petition, with an ordinance attached thereto duly passed by the council of the village of Kent, Ohio, on the 26th day of November 1917, has been filed with the County Commissioners of Portage County, Ohio, signed by the Village of Kent by Britton S. Johnson, Solicitor, with plat attached of the proposed territory to be annexed to said village, which is now on file in the Auditor's office at Ravenna, Ohio, praying for the annexation to said village of Kent, of the following described territory, to-wit: Situated in Lots 50, 41, 32 and 23 of Franklin Township, Portage County, Ohio, and bounded as follows: Beginning at a point in the east line of Lot 42 of said township and at the Northeast corner of the present corporate limits of said village of Kent, thence South 89 degrees 45' East 540 feet to the center of the Guyahoga River; thence up stream along the center of said river (through lots 41 and 50) to the point where said center line of said river crosses the Easterly line of said Lot 41; thence South along the Easterly side of Lots 41, 32 and 23 to the Southeast corner of said lot 23; thence West along the South side of Lot 23 to the Southwest corner of said Lot 23; and thence North along the present East corporation line to the place of beginning, and contains 460 acres of land, more or less. Said Board of County Commissioners has fixed February 4th, A.D. 1918 at 9 o'clock A.M. Central Standard time, at its office at the Court House at Ravenna, as the time and place for the hearing of such petition.

Britton S. Johnson

Solicitor of Kent Village.

Received for record April 24th, 1918 at 3:00 P.M.

Recorded May 7th, 1918

Filed Feb. 7, 1918.

John J. Shanley Sr., Recorder
J. C. Moreshead Deputy

XXX

PROPOSED EXTENSION OF THE VILLAGE OF KENT OHIO

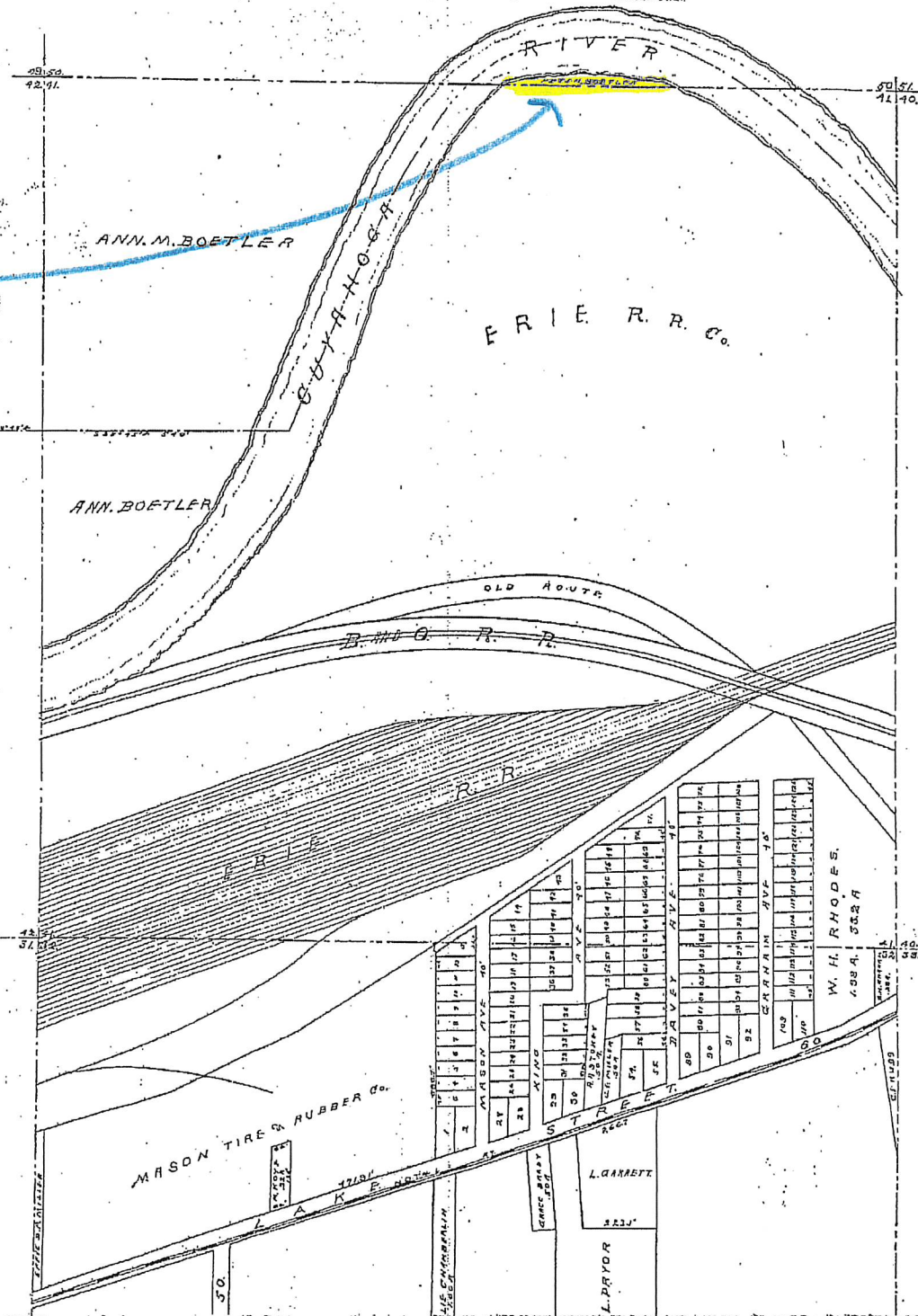
AUTHORIZED BY COUNCIL NOV 26th 1917

SCALE 1" = 200'

E.S. ROYER & CO.
VILLAGE ENGINEER

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LAND
Involved
X



Vol. 04 Page 08

RECORD OF ORDINANCES.

Ordinance No. 151

Passed, Nov. 26.

1917

An Ordinance.

An Ordinance to authorize annexation of certain territory to the Village of Kent, Ohio.

Be it ordained by the Council of the Village of Kent, State of Ohio:—

Section 1.

That the annexation of the ~~territory~~ ^{territory} of the Village of Kent, Ohio, consisting of the following described territory; situated in lots 50-41-32 and 23 of Franklin Township, Portage County, Ohio, and bounded as follows: Beginning at a point in the east line of lot 42 of said township, and at the southeast corner of the present corporate limits of said Village of Kent, thence S 89° 45' E. ft. to the center of Cuyahoga River, thence upstream along the center of said river (through lots 41 and 50) to the point where said center of said river crosses the center line of said lot 41, thence south along the easterly side of lots 41, 32 and 23 to the southeast corner of said lot 23, thence south along the present corporate limits to the place of beginning, and contains 480 acres of land no part of which is contained in any county or city infirmity; be and the same is hereby authorized.

Section 2.

That the collector be and is hereby authorized to prosecute the proceedings necessary to effect said annexation.

Section 3.

This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed November 26, 1917.

W. W. Reed, Clerk.

W. L. Drury, Mayor.

Ordinance No. 152.

An Ordinance to prevent dumping of wooden, inflammable and paper materials and gaseous substances producing noxious gases in the stone quarry south of Summit Street and between the Erie R.R. and Magazine Rd. and permitting the dumping there of dirt of non-inflammable and non-gaseous matter.

Be it ordained by the Council of the Village of Kent, Ohio:—

Section 1.

That it shall be lawful to dump ashes, dirt and any non-inflammable material, wooden, papers or garbage as herein after provided; into the stone quarry pit, situated between the Erie R.R. and Magazine Rd. and south of Summit Street and said pit is and on the premises of the Erie R.R. and R.

Section 2.

It shall be unlawful to dump into said stone quarry any inflammable material, wood or paper of any sort.

Portage County, Ohio - Property Record Card

Parcel: 12-050-00-00-011-000

Card: 1

GENERAL PARCEL INFORMATION

Owner CROOKED RIVER LAND COMPANY LTD
 Property Address ST RT 43
 Mailing Address 127 EAST MAIN ST
 RAVENNA OH 44266
 Land Use 501 - RESID UNPLAT 0-09.99 ACRES
 Legal Description LOT 50 NO TRANSFER WITHOUT
 PROPERTY LINE SURVEY

VALUATION

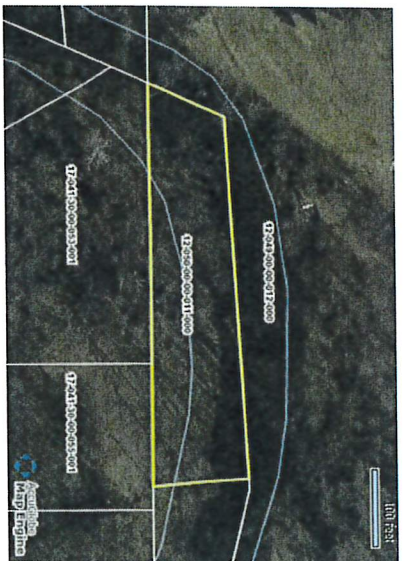
	Appraised	Assessed
Land Value	\$500.00	\$180.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value	\$180.00	

LAND

Land Type	Acreage	Depth	Frontage	D. Factor	Value
A4 - Undeveloped	1.288	0	0	0	450

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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A sketch is unavailable for this parcel.

RESIDENTIAL

ADDITIONS

IMPROVEMENTS

SALES

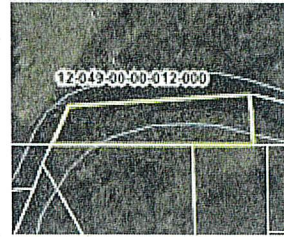
Date	Buyer	Seller	Price
9/21/2021	CROOKED RIVER LAND	CROOKED RIVER LAND COO	0
1/15/2004	CROOKED RIVER LAND CO**PARCEL RE-PLATTED		0
1/15/2004	**PARCEL RE-PLATTED	RIVER BEND EAST INC &	0
12/15/1995	RIVER BEND EAST INC &	Unknown	0

COMMERCIAL

Data For Parcel 12-050-00-00-011-000

Tax Data

Parcel: 12-050-00-00-011-000
 Owner: CROOKED RIVER LAND COMPANY LTD
 Address: ST RT 43



[+] Map this property.

[Click here to view proposed levy data for this parcel.](#)

Tax Rates

Full Tax Rate: 136.7
 Effective Tax Rate: 63.084105

Escrow

Escrow Prepay Program: NO
 Escrow Amount Paid: \$0.00

Tax Lien

Tax Lien Sold: NO

Property Tax

Tax Year 2021 Payable 2022						
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$12.30	\$0.00	\$12.30	\$0.00
Credit:			(\$6.63)	\$0.00	(\$6.63)	\$0.00
Rollback:			(\$0.49)	\$0.00	(\$0.49)	\$0.00
Reduction:			\$0.00	\$0.00	\$0.00	\$0.00
Homestead:			\$0.00	\$0.00	\$0.00	\$0.00
Sales Credit:			\$0.00	\$0.00	\$0.00	\$0.00
Net Tax:	\$0.00		\$5.18		\$5.18	
CAUV Recoupment:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments:	\$0.00		\$9.23		\$9.22	
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Owed:	\$0.00		\$14.41		\$14.40	\$28.81
Net Paid:	\$0.00		\$0.00		\$0.00	\$0.00
Net Due:	\$0.00		\$14.41	Pay This Amount	\$14.40	Pay This Amount \$28.81

Special Assessments

Assessment: 1 ▼ of 1

10-699 STORM WATER DISTRICT

2022-023 Exhibit 'A' Delinquency Adjust First Half Adjust Second Adjust

GENERAL PARCEL INFORMATION	
Owner	CROOKED RIVER LAND COMPANY LTD
Property Address	ST RT 43
Mailing Address	127 E MAIN ST RAVENNA OH 44266
Land Use	501 - RESID UNPLAT 0-09.99 ACRES
Legal Description	LOT 50 NO TRANSFER WITHOUT PROPERTY LINE SURVEY

VALUATION		
	Appraised	Assessed
Land Value	\$300.00	\$110.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value		\$110.00

LAND				
Land Type	Acreage	Depth	Frontage	D. Factor Value
A4 - Undeveloped	0.775	0	0	270

AGRICULTURAL				
Land Type	Land Usage	Soil Type	Acres	Value

[illegible]RESIDENTIAL

ADDITIONS

IMPROVEMENTS

SALES			
Date	Buyer	Seller	Price
9/2/12/2021	CROOKED RIVER LAND	CROOKED RIVER LAND CO0	
1/15/2004	CROOKED RIVER LAND CO**PARCEL RE-PLATTED		0
1/15/2004	**PARCEL RE-PLATTED	RIVER BEND EAST INC &	0
12/15/1995	RIVER BEND EAST INC &	Unknown	0

COMMERCIAL

Data For Parcel 12-050-00-00-012-000

Tax Data

Parcel: 12-050-00-00-012-000
 Owner: CROOKED RIVER LAND COMPANY LTD
 Address: ST RT 43



[+] Map this property.

[Click here to view proposed levy data for this parcel.](#)

Tax Rates

Full Tax Rate: 136.7
 Effective Tax Rate: 63.084105

Escrow

Escrow Prepay Program: NO
 Escrow Amount Paid: \$0.00

Tax Lien

Tax Lien Sold: NO

Property Tax

Tax Year 2021 Payable 2022							
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust	Total
Charge:	\$0.00	\$0.00	\$7.52	\$0.00	\$7.52	\$0.00	
Credit:			(\$4.05)	\$0.00	(\$4.05)	\$0.00	
Rollback:			(\$0.30)	\$0.00	(\$0.30)	\$0.00	
Reduction:			\$0.00	\$0.00	\$0.00	\$0.00	
Homestead:			\$0.00	\$0.00	\$0.00	\$0.00	
Sales Credit:			\$0.00	\$0.00	\$0.00	\$0.00	
Net Tax:	\$0.00		\$3.17		\$3.17		
CAUV Recoupment:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Special Assessments:	\$0.00		\$9.23		\$9.22		
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Owed:	\$0.00		\$12.40		\$12.39		\$24.79
Net Paid:	\$0.00		\$0.00		\$0.00		\$0.00
Net Due:	\$0.00		\$12.40	Pay This Amount	\$12.39	Pay This Amount	\$24.79
							Pay This Amount

Special Assessments

Assessment: 1 ▼ of 1

10-699 STORM WATER DISTRICT

2022-023 Exhibit 'A' Delinquency Adjust First Half Adjust Second Adjust

DRAFT ORDINANCE NO. 2022 - 027

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH QUALITY IP AND THE CITY OF KENT TO HELP WITH BUSINESS TECHNOLOGY NEEDS, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent desires to renew the agreement with Quality IP to help with business technology needs; and

WHEREAS, it will be a twelve (12) month agreement; and

WHEREAS, the Administration did not seek any other bids or proposals for the reason that Quality IP has been a technology vendor for the City and Quality IP is familiar with the City's technology needs; therefore, competitive bidding is requested to be waived.

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 renew the agreement with Quality IP to help with business technology needs, and is more fully described in Exhibit "A" attached hereto and incorporated herein. Competitive bidding is hereby waived.

SECTION 2. 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. 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

Main: (330) 931-4141
Email: ryanm@qualityip.com
Web: <https://www.qualityip.com>



Thursday, February 10, 2022

City of Kent
Nicholas Cecil
930 Overholt Rd.
Kent, OH 44240
nicholas.cecil@kent-ohio.org

Dear Nicholas,

Our call yesterday was very helpful to establish the framework for our IT agreement renewal. You explained how you'd provide the higher level networking functions to control costs, so we took out our firewall/phone system support and CIO planning responsibilities. We kept networking labor in for switch replacement and phone system moves/adds/changes. There was discussion around migrating to Office 365 when the Google contract expires in 12 months, so we included hours to prep for that migration, and we included time for AD monitoring.

Many tier 1 tasks were handled by Gary and Mae directly, so we added HelpDesk hours to centralize ticket support, which allows onsite resources to focus on the task at hand. Our initial agreement was designed around QualityIP providing high level support with HelpDesk remotely. Our model changed as ticket demand increased, so we provided Mae onsite 16 hours per week while also providing our agreed upon services. Mae has proven to be a major part of IT tickets being resolved in a timely fashion, and we'd like to continue this design so everyone remains happy. I've factored in 24 hours of regular onsite time per week into our agreement renewal.

The City of Kent has grown in device counts since our original agreement. We started with 150 workstations // 5 servers in 2019, and today we have 173 workstations // 20 servers, along with backup licensing for 20 servers // 5 firewalls. Reducing the networking and CIO responsibilities allowed us to add new device management, more HelpDesk support hours and provide static onsite resources, all while reducing costs from our 2019 proposal. I've priced this agreement to accurately reflect the services provided, with a municipality discount to help meet budget. Let us know if you have any questions.

We appreciate our relationship with City of Kent and we look forward to our continued success!!

A handwritten signature in black ink, appearing to read "Ryan Markham".

Ryan Markham
President / CEO
QualityIP

Managed Security		Recurring	Qty	Ext. Recurring
Firewall Monitoring Security Service Administration, monitoring and maintenance of firewall infrastructure, freeing clients from the burden of policy management, upgrades and patch deployment.		\$75.00	2	\$150.00
Network Topology Administration (Performance Edition) Instantly know how everything on a network is connected with a complete map of physical and logical topologies		\$35.00	5	\$175.00
External Vulnerability Scanning + Remediation Pinpoint your most critical threats and prioritize patching		\$125.00	1	\$125.00
Automated Change Management and Auditing		\$50.00	1	\$50.00
Recurring Subtotal				\$500.00

Managed Services		Recurring	Qty	Ext. Recurring
Managed IT - Workstation + Encryption - Computer Cleanup with Optimization - Hardware/Software Asset Management - Hardware Resource Monitoring - HelpDesk Ticket Management - Technician Remote Access - Windows Patch Management - Managed BitLocker Full Disk Encryption		\$22.00	180	\$3,960.00
Managed IT for Servers - Drive Space Monitoring - Event Log Monitoring - Hardware/Software Asset Management - Hardware Resource Monitoring - HelpDesk Ticket Management - Technician Remote Access - Windows Patch Management		\$50.00	16	\$800.00
Managed Backup -- Veeam - Fast and Reliable Image Based Backups - Daily Review of Backup Software Alerts - Granular Recovery with Scalable Design		\$50.00	12	\$600.00

Managed Services		Recurring	Qty	Ext. Recurring
Encrypted Offsite Backup Transfer Management (SAC to PD + PD to SAC) - Offsite transfer to secure data facility - Accelerated, automated off-site replication - LAN- and WAN-based replication - Bandwidth throttling to control network usage - Ability to set retention policies for local and off-site backup images - Verification and re-verification of backup images		\$50.00	5	\$250.00
HelpDesk Software + Management System Licensing ConnectWise user		\$150.00	1	\$150.00
Managed Password Service for Administrators - Securely share, store, synchronize, and audit passwords - Meet strict compliance objectives - Keep your critical information safe from intruders - Monitor and report on the access permissions of your staff - Revoke access with the click of a button instead of manually changing passwords - Automate and synchronize password updates - Store and share dozens or hundreds of passwords among many people		\$100.00	1	\$100.00
Recurring Subtotal				\$5,860.00

Managed Support		Recurring	Qty	Ext. Recurring
Virtual Chief Information Officer		\$184.54	4	\$738.16
Virtual Chief Information Security Officer Responsible for establishing and maintaining the enterprise vision, strategy, and program to ensure information assets and technologies are adequately protected.		\$184.54	2	\$369.08
Onsite IT Services (average of 24 hours per week)		\$97.26	96	\$9,336.96
Remote IT HelpDesk Services		\$97.26	32	\$3,112.32

Managed Support		Recurring	Qty	Ext. Recurring
Telecom Coordinator Spectrum relationship management for agreement upgrades, renewals and service outage reporting. 		\$109.61	1	\$109.61
Microsoft Gold Certified Services (Active Directory, Office 365, SharePoint) 		\$123.69	5	\$618.45
Cisco Premier Certified Services (Firewalls, Phone System, Switches) 		\$112.22	1	\$112.22
Recurring Subtotal				\$14,396.80

Municipality Discount		Recurring	Qty	Ext. Recurring
Local Government Discount (12 month contract) 		(\$5,000.00)	1	(\$5,000.00)
Recurring Subtotal				(\$5,000.00)

IT Agreement Renewal



Prepared by:

QualityIP

Ryan Markham
(833) KNOWS-IT
ryanm@qualityip.com

Prepared for:

City of Kent

930 Overholt Rd.
Kent, OH 44240
Nicholas Cecil
(330) 676-7506
nicholas.cecil@kent-ohio.org

Quote Information:

Quote #: 008951

Version: 2
Delivery Date: 02/10/2022
Expiration Date: 03/31/2022

Recurring Expenses Summary

Description	Amount
Managed Security	\$500.00
Managed Services	\$5,860.00
Managed Support	\$14,396.80
Municipality Discount	(\$5,000.00)
Recurring Total:	\$15,756.80

Summary of Selected Payment Options

Description	Amount
Term Options: Managed IT Agreement	
Selected Recurring Payment	\$15,756.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

QualityIP

Signature:

Name:

Ryan Markham

Title:

President / CEO

Date:

02/10/2022

City of Kent

Signature:

Name:

Nicholas Cecil

Date:



Managed IT Agreement

Thank you for selecting QualityIP!

We are committed to providing you with the highest quality services. Please let us know if you have questions or concerns.

By this Monitoring/Managed IT Services Agreement ("Agreement"), Quality IP, LLC. ("QualityIP") and City of Kent ("Client") agree as follows:

1. **Services.** During the term of this Agreement QualityIP agrees to provide the services described in the attached Quote 008951 with respect to the Computer System identified in Quote 008951. "Computer System" means the computer hardware and the computer software listed in Quote 008951.
2. **Term.** This Agreement is effective as of the client signature date and shall continue for 12 months, and thereafter shall automatically renew for successive terms of 12 months unless terminated as provided herein.
3. **Fees.** Client shall pay QualityIP fees for the services described within 10 days of invoice.
4. **Client Responsibilities:** Within 5 business days of the occurrence of any of the following events Client will notify QualityIP of the occurrence of such event: (i) any change to the Computer System, including the addition, deletion, replacement, or damage to any hardware or the addition or deletion of any software; (ii) any change to Client's internet connection or provider; and (iii) any malfunctions of the Computer System or Client's internet connections.
5. **Warranty Disclaimer.** While QualityIP believes that the monitoring and management IT services described on Quote 008951 will help to maximize the performance of the Computer System and increase the likelihood of early detection of potential problems, QualityIP does not warrant that the products or services provided herein will achieve any particular results or prevent any particular problems or malfunctions. As such, QualityIP makes no warranties whatsoever, express or implied, including but not limited to warranties for merchantability or fitness for any particular purpose with respect to its products and services.
6. **Limitation of Liability.** Under no circumstances shall QualityIP have any liability for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including attorney's fees caused, directly or indirectly, in whole or in part, by (i) any acts or omissions of Client, its employees or contractors; (ii) a third party; (iii) abuse, misuse, alteration or use the Computer System by Client or others; (iv) causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, terrorism, fires, floods, weather, heat, humidity, cold, power failures, telecommunications interruption, computer malfunctions, software malfunctions, acts of God and any other failure, interruption or error not directly caused by QualityIP. No action against QualityIP arising out of or concerning this Agreement (whether based in contract or tort) may be brought more than one (1) year after the termination of this Agreement. In all events and under all circumstances, QualityIP's liability is

limited, in the aggregate, to the amount of fees actually paid to QualityIP for the services rendered. Under no circumstances shall QualityIP have any liability for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of business, loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if QualityIP or its suppliers were advised of the possibility of such damage.

7. Interference. Client shall not, directly or indirectly, during the term of this Agreement and for 12 months following the termination of this Agreement, induce or influence any employee of QualityIP to terminate their relationship with QualityIP. Employing, granting an interest in any business to, or otherwise compensating an ex employee of QualityIP for services of any nature during the 12 months following the end of such person's employment with QualityIP is conclusively presumed to be a violation of this provision.

8. Confidentiality. Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. Neither party shall use any Confidential Information except in connection with performance of this Agreement. Neither party shall disclose any Confidential Information to any person except those persons within its organization who need to know such information to perform this Agreement. Upon termination of this Agreement, each party shall either return or destroy all of the other's Confidential Information in their possession.

9. QualityIP's Property. The software and programs installed by QualityIP to enable it to provide the services described in Quote 008951 are the sole and exclusive property of QualityIP (Management Software). The Management Software may only be possessed and used by Client in connection with this Agreement. Under no circumstances may any Management Software be copied or transferred. Upon termination of this Agreement, Client shall cease using the Management Software and shall immediately uninstall and return the Management Software to QualityIP (retaining no copies). Client shall, upon the termination of this Agreement, permit QualityIP to come onto its premises and have access to the Computer System for the purpose of removing the Management Software. Notwithstanding the termination of this Agreement, and in addition to any other remedy available to QualityIP, Client shall remain responsible for the payment of the fees set forth on Quote 008951 until such time as the Management Software is uninstalled and returned to QualityIP.

10. Client shall not subcontract, assign, or transfer any interest, obligation or right under this Agreement without prior written consent from QualityIP, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

11. Termination. By QualityIP. QualityIP may terminate this Agreement in the event Client: (i) fails to make payments as and when required; (ii) commits any other breach of this Agreement; (iii) is the subject of a dissolution or bankruptcy action; or (iv) suffers the appointment of a receiver or trustee. If any of these events occurs, in addition to all other remedies available to QualityIP,

QualityIP may immediately cease providing services to Client and the entire amount of the fees identified in Quote 008951 accrued and unpaid together with the fees remaining to be paid through the end of the then existing term of this Agreement shall become immediately due and payable in full in a lump sum.

By Client. Client may terminate this Agreement if QualityIP notifies Client of an increase in fees or the discontinuance of any of the services identified in Quote 008951 (unless such services are proposed to be replaced by equal or better services) by notifying QualityIP within 15 days after QualityIP notifies Client of the fee or service change. In this event Client shall remain responsible to pay the fees identified in Quote 008951 through the effective date of the termination. If Client fails to terminate this Agreement within said period of time, Client shall be deemed to have accepted the changed terms.

By Either Party. Either QualityIP and Client may terminate this Agreement effective at the end of the then current term of this Agreement by providing the other written notice of termination not less than 60 days prior to the end of the existing term. In this event Client shall remain responsible to pay the fees identified in Quote 008951 through the effective date of the termination.

12. Remedies. In the event Client violates this Agreement, QualityIP shall have all rights and remedies set forth in this Agreement together with those available to it at law and in equity, specifically including the right to obtain temporary and permanent injunctive orders, to recover damages sustained as a result of such breach, and to recover all costs and expenses. Client shall pay all attorney's fees and court costs incurred by QualityIP with respect to enforcing or defending any claim arising out of or related to this Agreement, including attorney's fees and costs incurred to enforce or collect any judgment, order or award. Such attorney's fees and expenses shall be made part of any award, judgment or order entered in favor of QualityIP. All of QualityIP's rights and remedies are cumulative and may be exercised concurrently and/or consecutively and as often as the occasion therefore arises.

13. Law and Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, excluding its conflict of laws, and the laws of the United States of America. The forum for resolving any dispute arising out of or concerning this Agreement shall be the Portage County, Ohio Court of Common Pleas, or the United States District Court for the Northern District of Ohio Eastern Division, Akron, Ohio. QualityIP and Client consent to the jurisdiction and venue of said courts and waive any defense they may have to the jurisdiction or venue of said courts.

14. Severability. Each and every provision of this Agreement is severable from the other provisions. As such, if any provision of this Agreement is held to be invalid, such invalidity shall not affect any of the remaining provisions of this Agreement, all of which shall remain in full force and effect. Furthermore, it is expressly agreed that the invalid provision shall not be totally avoided if it is possible to modify such provision and make it valid. If it is possible to modify such provision, then such modification shall be made in a manner that maintains, to the greatest extent possible, the legal, economic and practical effect of such provision as it was originally written.

15. Entire Agreement. This Agreement, including Quote 008951, constitutes the entire understanding of the parties with respect to its subject matter, and all prior agreements, understandings and representations are canceled in their entirety.
16. Taxes. Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
17. Modification. This Agreement may only be modified by written agreement of the parties. Except as otherwise provided in this Agreement, no course of dealing or the failure or delay of a party to enforce any provision of this Agreement shall constitute a modification of this Agreement or the waiver of any of its provisions.
18. Survival. The provisions of Sections 6, 7, 8, 9, 11, 12, 13, 14, 17, and 18 shall survive the termination of this Agreement and shall remain enforceable according to their terms.
19. Electronic or facsimile signatures are binding.

DRAFT ORDINANCE NO. 2022 -028

AN ORDINANCE AMENDING ORDINANCE NO. 2021-133, THE CURRENT APPROPRIATION ORDINANCE, PASSED DECEMBER 15, 2021; 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, 2022; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to amend current appropriations, transfers and advances for the expenses and other expenditures for the City of Kent, Ohio, for the fiscal year ending December 31, 2022.

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

SECTION 1. the current appropriations Ordinance No. 2021-133 passed December 15, 2021, as amended by Ordinance No. 2022-19, passed 2/26/22, be amended as set forth in Exhibit "A", attached hereto and incorporated herein, so as to increase appropriations in Fund 001, General; Fund 106, Parks & Recreation; Fund 128 Fire & EMS; Fund 201, Water; Fund 202, Sewer; Fund 205, Solid Waste; Fund 208, Storm Water; Fund 301, Capital; and Declaring an Emergency.

SECTION 2. 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 formation 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. 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 reason manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediate 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

Exhibit A

2022 ORIGINAL APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>General Fund (001)</u>						
City Council	\$ 179,605	\$ 24,625	\$ -	\$ -	\$ -	\$ 204,230
Mayor	13,487	3,400				16,887
Community Support		103,000				103,000
City Manager	346,579	56,925				403,504
New City Hall Facility						-
Information Technology	119,334	236,200				355,534
Urban Renewal		60,700				60,700
Human Resources	107,023	15,310				122,333
Civil Service	32,445	32,925				65,370
Law	337,667	78,405				416,072
Budget & Finance	472,834	137,700				610,534
Community Development	716,473	228,025				944,498
Economic Development	132,602	34,650				167,252
Health	573,810	206,758				780,568
Public Parking		89,200				89,200
Main Street Program		66,500				66,500
Service Administration	252,748	397,875				650,623
Shade Tree		100,875	10,000			110,875
Adjunct Facilities						-
Building	371,590	57,275				428,865
Land banking		8,000				8,000
Engineering	100,279	97,100				197,379
Miscellaneous & Sundry		428,150				428,150
Contingency					100,000	100,000
Fund Total	3,756,476	2,463,598	10,000	-	100,000	6,330,074
<u>West Side Fire (101)</u>						
Fire	291,203	14,300				305,503
Fund Total	291,203	14,300	-	-	-	305,503
<u>Street Construction Maintenance & Repair (102)</u>						
Service	1,234,295	1,013,894				2,248,189
Contingency					25,000	25,000
Fund Total	1,234,295	1,013,894	-	-	25,000	2,273,189
<u>State Highway (103)</u>						
Service		60,000				60,000
Fund Total	-	60,000	-	-	-	60,000
<u>Recreation (106)</u>						
Parks & Recreation	1,437,322	673,400	190,000			2,300,722
Fund Total	1,437,322	673,400	190,000	-	-	2,300,722
<u>Food Service (107)</u>						
Health	113,187	19,900				133,087
Fund Total	113,187	19,900	-	-	-	133,087
<u>Income Tax (116)</u>						
Budget/Finance/IncTaxAdmin	136,034	487,650				623,684
Managed Reserve				25,540		25,540
Fund Total	136,034	487,650	-	25,540	-	649,224

2022 ORIGINAL APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/ Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>Revolving Housing (120)</u>						
Health	157,819	19,650				177,469
Fund Total	157,819	19,650	-	-	-	177,469
<u>State & Local Forfeits (121)</u>						
Police						-
Fund Total	-	-	-	-	-	-
<u>Drug Law Enforcement (122)</u>						
Police		11,000				11,000
Fund Total	-	11,000	-	-	-	11,000
<u>Enforcement & Education (123)</u>						
Police		6,000				6,000
Fund Total	-	6,000	-	-	-	6,000
<u>Income Tax Safety (124)</u>						
Police	7,609,509	682,700				8,292,209
Fund Total	7,609,509	682,700	-	-	-	8,292,209
<u>Law Enforcement Trust (125)</u>						
Police						-
Fund Total	-	-	-	-	-	-
<u>Community Development Block Grant (126)</u>						
Community Development	7,193	225,224	160,000			392,417
Fund Total	7,193	225,224	160,000	-	-	392,417
<u>Fire & E.M.S. (128)</u>						
Fire	5,152,958	587,500	614,533			6,354,991
Fund Total	5,152,958	587,500	614,533	-	-	6,354,991
<u>Wireless 911 (129)</u>						
Safety						-
Fund Total	-	-	-	-	-	-
<u>Swimming Pool Inspections (130)</u>						
Health	9,286					9,286
Fund Total	9,286	-	-	-	-	9,286
<u>Police Pension (132)</u>						
Police	120,000					120,000
Fund Total	120,000	-	-	-	-	120,000
<u>Fire Pension (133)</u>						
Fire	120,000					120,000
Fund Total	120,000	-	-	-	-	120,000
<u>UDAG / EDA-RLF (134)</u>						
City Manager/C.D.		75,000				75,000
Fund Total	-	75,000	-	-	-	75,000
<u>CHIP Grant (136)</u>						
City Manager/C.D.		200,000				200,000
Fund Total	-	200,000	-	-	-	200,000

2022 ORIGINAL APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>Local American Rescue Plan Act (138)</u>						
ARPA	390,000		1,698,700			2,088,700
Fund Total	390,000	-	1,698,700	-	-	2,088,700
<u>Water (201)</u>						
Service	1,873,013	801,963	659,150			3,334,126
Service (Capital Facilities)			1,781,000			1,781,000
Admin. Support	452,096	77,860	1,986			531,942
Budget & Finance (Debt)				61,173		61,173
Contingency					50,000	50,000
Fund Total	2,325,109	879,823	2,442,136	61,173	50,000	5,758,241
<u>Sewer (202)</u>						
Service	1,772,223	758,788	3,379,762			5,910,773
Service (Capital Facilities)			487,546			487,546
Admin. Support	389,482	75,260	1,986			466,728
Budget & Finance (Debt)				364,569		364,569
Contingency					50,000	50,000
Fund Total	2,161,705	834,048	3,869,294	364,569	50,000	7,279,616
<u>Utility Billing (204)</u>						
Budget & Finance		89,900				89,900
Fund Total	-	89,900	-	-	-	89,900
<u>Solid Waste (205)</u>						
Admin Support	71,000	176,125				247,125
Service	360,772	34,400	36,400			431,572
Fund Total	431,772	210,525	36,400	-	-	678,697
<u>Storm Water Utility (208)</u>						
Service	360,772	53,030	166,400			580,202
Service (Capital Facilities)			523,900			523,900
Admin. Support	279,421	54,150	1,986			335,557
Budget & Finance (Debt)				9,968		9,968
Fund Total	640,193	107,180	692,286	9,968	-	1,449,627
<u>Guaranteed Deposits (230)</u>						
Budget & Finance		1,000				1,000
Fund Total	-	1,000	-	-	-	1,000

2022 ORIGINAL APPROPRIATIONS

<u>Fund - Department/Division</u>	<u>Personnel & Benefits</u>	<u>Other than Personnel & Benefits</u>	<u>Capital</u>	<u>Reserve/Debt Service</u>	<u>Contingency</u>	<u>Fund & Department Total</u>
<u>Capital Projects (301)</u>						
Safety			323,570			323,570
Service			734,100			734,100
Service (Capital Facilities)			5,725,620			5,725,620
Administrative	401,112		173,986			575,098
Budget & Finance (Debt)		125,000		534,117		659,117
Contingency					25,000	25,000
Fund Total	401,112	125,000	6,957,276	534,117	25,000	8,042,505
<u>Municipal Public Improvement Tax Increment Equivalent (302)</u>						
Service (Capital Facilities)						-
Budget & Finance (Debt)		9,000		427,215		436,215
Fund Total	-	9,000	-	427,215	-	436,215
<u>Police Facility (303)</u>						
Safety (Capital Facilities)			635,000			635,000
Budget & Finance (Debt)		64,000		807,609		871,609
Fund Total	-	64,000	635,000	807,609	-	1,506,609
<u>Debt Service (402)</u>						
Budget & Finance (Debt)						-
Fund Total	-	-	-	-	-	-
<u>Internal Service (807)</u>						
Health Insurance		4,000,000				4,000,000
Fund Total	-	4,000,000	-	-	-	4,000,000
Total Appropriations	\$ 26,495,173	\$ 12,860,292	\$ 17,305,625	\$ 2,230,191	\$ 250,000	\$ 59,141,281
Original Appropriations	\$ 26,360,173	\$ 12,511,168	\$ 12,443,270	\$ 2,230,191	\$ 250,000	\$ 53,794,802
Amendment #1	109,000	280,824	4,705,355			5,095,179
Amendment #2	26,000	68,300	157,000			251,300
Amendment #3						-
Amendment #4						-
Amendment #5						-
Amendment #6						-
Amendment #7						-
Amendment #8						-
	\$ 26,495,173	\$ 12,860,292	\$ 17,305,625	\$ 2,230,191	\$ 250,000	\$ 59,141,281

2022 ORIGINAL APPROPRIATIONS - SCHEDULE OF OPERATING TRANSFERS AND TEMPORARY ADVANCES

<u>Paying Fund</u>	<u>Original</u>	<u>Request</u>	<u>Change</u>	<u>Receiving Fund</u>
<u>Operating Transfers</u>				
Fund 116 - Income Tax	\$ 3,600,000			Fund 001 - General
Fund 116 - Income Tax	500,000			Fund 102 - St Const Maint & Repair
Fund 116 - Income Tax	3,585,560			Fund 124 - Income Tax Safety
Fund 116 - Income Tax	3,585,560			Fund 128 - Fire & E.M.S.
Fund 116 - Income Tax	2,977,460	\$ 3,284,002	\$ 306,542	Fund 301 - Capital Projects
Fund 116 - Income Tax	1,792,730	1,936,107	143,377	Fund 303 - Police Facility
Fund 116 - Income Tax	-			Fund 402 - Debt Service
Total Fund 116 Income Tax	16,041,310	5,220,108	449,918	
 Fund 201 - Water	45,000			Fund 204 - Utility Billing
Fund 202 - Sewer	45,000			Fund 204 - Utility Billing
Fund 001 - General	4,700,000			Fund 124 - Income Tax Safety
Fund 001 - General	2,740,000			Fund 128 - Fire & EMS
Subtotal - Total Operating Transfers	7,530,000	0	0	
 Grand Total - All Transfers	<u>\$ 23,571,310</u>	<u>\$ 5,220,108</u>	<u>\$ 449,918</u>	