



City of Kent
Wednesday, August 3, 2022
City Council Committee Meetings
320 S. Depeyster Street, Kent, OH 44240

AGENDA

6:55 P.M. BOARD OF CONTROL

7:00 P.M. Council Committee Meetings

Call to Order

1. **Committee of the Whole** (Chair Fiala/ Vice-Chair Amrhein)
 - 1.1. Proposed Draft of the New Civic Engagement Coordinator Position (Ruller)
 - 1.2. Kent State University, Town Gown Update (Dr. Dana Lawless-Andric)
 - 1.3. New City Hall Construction Project Update (Melanie Baker)
 - 1.4. Changes in Lateral Transfers for Civil Service (John Seidel)
2. **Community Development Committee** (Chair Kuhar/Vice-Chair Rosenberg)
 - 2.1. New TREX Request for "Board & Bevy" (Susel, Wilke)
3. **Health and Public Safety Committee** (Chair Amrhein/ Vice-Chair Sidoti)
 - 3.1. Proposed Renewal of the Health Department Lease at PARTA (Joan Seidel)
 - 3.2. School Resource Officer Contract Renewal (Chief Shearer)
 - 3.3. Fireworks Law (Chief Myers)
4. **Streets, Sidewalks & Utilities Committee** (Chair Sidoti/ Vice-Chair Wallach)
 - 4.1. Fairchild Tower Repair - Waiver of Competitive Bidding Request (Bowling)
 - 4.2. Kent Skates - Road closure of Erie Street (Baker)
5. **Finance Committee** (Chair DeLeone/Vice-Chair Wallach)

- 5.1. Community University Education Purchasing Regional Council of Governments Agreement (Baker)
- 5.2. Retention Bonus Grant (Chief Shearer)
- 5.3. Body Armor Grant (Chief Shearer)
- 5.4. Certification of Liens to the County for Outstanding Payments (Hall)
- 5.5. Budget Appropriation (Hall)

Adjourn

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.

TENTATIVE AUGUST 2022 CALENDAR

Visit and subscribe to the online calendar at www.kentohio.org/calendar.aspx

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 5:30 pm Sustainability Commission Mtg	2 3 pm Arch. Rev. Brd. Mtg. 7:00 pm Planning Commission	3 7:00 pm Council Committee Mtgs	4	5	6
7	8	9 5:30 pm Board of Health Meeting	10	11 4:00 pm Standing Rock Cemetery Brd	12	13
14	15 5 pm Civil Service Commission Mtg. 7 pm Board of Zoning Appeals	16 7:00 pm Planning Commission	17 7:30 pm Reg. Council Mtg	18 5:30 pm Parks & Recreation Mtg.	19	20
21	22	23	24	25	26	27
28	29	30				

KENT CITY COUNCIL'S PENDING LIST

Administration	Month/Yr.	Motion Made by
Sustainability Comm.: Fending off Global Warning; report on climate change	7/14; 2/16; 8/21	Wallach; Shaffer Bish
Senior Advisory Committee	10/17	Ferrara; Sidoti
Conflict of Interest, Boards and Commission	12/19	Shaffer Bish
Unattended vehicles/idling cars	10/19	Wallach
Design Guidelines Reorganization	6/21	Sidoti
Review of Noise Ordinance Code and Recommendations	9/21	Ferrara
Discussion with Franklin Twp. /sidewalk upkeep during major snow events	1/22	Shaffer Bish
Changes in Fireworks Laws	7/22	Shaffer Bish

Council Committee	Month/Yr.	Motion Made by
Parameters for low frequency noises-- Health and Public Safety	1/21	Wallach
Proactively addressing race & diversity in Kent-- Committee of Whole	9/20	Wallach
City Flag Redesign- Committee of the Whole	8/21	Rosenberg
Animal Control Equipment Discussion- Health and Public Safety	11/21	Kuhar
Changes in Firework Laws- Health & Public Safety	7/22	Shaffer Bish

Updated & Posted July 29, 2022 Amy Wilkens | Clerk of Council | Kent City Council

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CITY OF KENT JOB DESCRIPTION

COMMUNITY ENGAGEMENT COORDINATOR

Department: Office of the City Manager
Non-Exempt, Unclassified, Part-Time

Reports to: City Manager
Updated: July 2022

SUMMARY DESCRIPTION

The Community Engagement Coordinator is a part-time position under the general supervision of the City Manager. This position works closely with City Departments, local businesses, Kent State University, community organizations, and City residents to advance equitable outcomes and foster an environment of inclusion. The Coordinator promotes community engagement; enhances access to City services, employment, and contracts; assists residents with City service concerns; and coordinates efforts to ensure that Kent is a welcoming and culturally vibrant community. This position assists in developing goals and expectations to advance equitable outcomes and opportunities in the workplace and the community.

ESSENTIAL FUNCTIONS

- Serves as a point of contact and liaison to assist residents navigate the administrative procedures related to City service opportunities, complaints, and concerns.
- Participates in community engagement efforts promoting community inclusion and diversity.
- Develops projects and programs designed to increase community engagement across all sectors of the community with a focus on the City's multicultural communities.
- Coordinates educational sessions for City employment opportunities and how to prepare to take the Civil Service Exam, bidding on City projects, and doing business with the City.
- Develops and coordinates training opportunities and community programs to enhance multicultural awareness and appreciation throughout the Kent community.
- Assists City businesses and community organizations in creating a welcoming and compassionate culture in the Kent community.
- Promote and disseminate information on City services that offer assistance to advance inclusion and equality.

- Assists in researching and applying for grant funding that is targeted towards events, services, and programs that will enrich the multicultural experience in Kent.
- Participates in the Kent Community Heart & Soul project and other closely related community organizations and commissions.
- Provides business outreach and community surveys as needed to support engagement initiatives and activities.
- Researches, recommends, and assists City Departments in adopting best practices and policies to support workforce diversity, supplier diversity, and diversity on City boards and commissions.
- Participates in the City's recruitment, onboarding, promotion, and employee retention with a goal of leveraging the value of a diverse City staff.
- Assists departments in optimizing methods for outreach and community engagement by developing and implementing strategies, programs, policies, and hiring initiatives that successfully attract, retain, and advance diversity within the City and community.
- Assists in the administration of the City's Title VI programs.
- Develops analytical tools to support departments in identifying the impacts of policies and decisions of the City's diversity and inclusion goals.
- Provides a forum for the exchange of information and identification of opportunities across City departments and the community to advance equality and inclusion.
- Assists in developing shadowing, internship and mentorship programs.
- Promotes and fosters a culture that embraces learning on implicit and explicit differences.

WORKING CONDITIONS

The working environment involves exposure to conditions generally found in an office setting; frequent interaction and verbal communication with City staff and the general public. Primary functions require use of office equipment, such as computer hardware and software applications, telephones, multifunctional devices, and other various electronics. Sufficient physical ability and mobility are needed to work in an office setting, including standing or sitting for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movements and fine coordination; and to travel to other locations using modes of private and commercial transportation. May be required to work evening and/or weekend hours.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Must be able to prioritize and manage multiple projects simultaneously; ability to perform self-directed work with little or no supervision; must have solid decision-making abilities to suggest, interpret, and deliver policy directives; must possess excellent written and verbal communication skills; must be able to establish effective working relationships with coworkers, City officials, and the public; must understand and carry out written and oral

instructions; to read and interpret information; and to exercise tact and discretion when dealing with confidential matters and the public. Must possess skills to include proficiency in the use of a personal computer and software applications in the Windows operating system, including Word processing, Excel spreadsheets, and data management programs; mathematical skills to indicate high school level or equivalent competency; and organizational skills to include the ability to coordinate daily office activities, and to perform multiple tasks simultaneously. Ability to develop a working knowledge of standard operating procedures as well as new procedures as they are developed. Must be willing to take on additional duties as assigned.

NECESSARY EDUCATION, TRAINING, AND EXPERIENCE

Bachelor's degree from an accredited college or university with course work in Communication, Marketing, Public Relations, or a closely related field. Three (3) years of progressively responsible experience in a public or private sector organization involving tasks similar to the previously described duties.

SPECIAL REQUIREMENTS

Possession of a valid State of Ohio driver's license and driving record sufficient to meet the City's insurance carrier requirements.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the employer and requirements of the job change.

The City of Kent provides equal employment opportunities and does not unlawfully discriminate on the basis of age, race, color, religion, sex, national origin, ancestry, military status, familial status, disability, gender identity, or sexual orientation in all employment practices in accordance with applicable federal, state and local laws.



CIVIL SERVICE COMMISSION

CITY OF KENT ■ 930 OVERHOLT RD. ■ KENT, OHIO 44240 ■ 330-678-8101

The Civil Service Commission would like to amend its rules to allow for lateral transfers. Below are proposed changes (in red) to Rule 5 – Examinations of the Civil Service Commission Rules and Regulations.

5.01 Notice of Examination

- a. Entrance Examination – Notice of competitive entrance examinations shall be given through a newspaper or local circulation and by posting notices conspicuously on the City Hall bulletin boards, in the Human Resources Office, the city's website, and in such places as may be deemed advisable, not less than two (2) weeks prior to the last day on which applications shall be accepted for the examination. Examinations shall be held at such places as the Commission deems advisable and shall be administered under its direction.
- b. Lateral Examination- Notice of lateral competitive entrance examinations shall be given through a newspaper or local circulation and by posting notices conspicuously on the City Hall bulletin boards, in the Human Resources Office, the city's website, and in such places as may be deemed advisable, not less than two (2) weeks prior to the last day on which applications shall be accepted for the examination. Examinations shall be held at such places as the Commission deems advisable and shall be administered under its direction.
- c. Promotional Examination (when applicable) – Notice of competitive promotional examinations to be held shall be given by posting bulletins in conspicuous places in the departments whose employees may be interested or by individual communication to the employees eligible for such promotion. Such notice shall be given not less than two (2) weeks prior to the last day on which applications will be accepted for the examination except for in the fire department and the police department (see Rule 5.06 and 5.07)

The commission may conduct an entrance examination, a lateral examination, or both. Each type of examination will have its own separate and independent eligibility list.

Both entrance and lateral examinations may be collectively referred to herein as “original entry level appointment.” Examinations shall be oral and/or written and such in character and relate to such matters as will in the opinion of the commission fairly test the relative fitness of the persons examined to discharge the duties of the positions to which they seek appointment.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: July 26, 2022

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *B.S.*

RE: TREX Transfer Request: Wulfjam, LLC

The City has received a TREX transfer permit request from Wulfjam, LLC, (DBA Board and Bevy), which is the business entity that has acquired the two vacant buildings located at 132 East Day Street (residential structure) and 141 East Summit Street (commercial building-former Sparkle Market).

The new owners will be renovating the commercial building, including the construction of an addition, and opening a business that will be called "Board and Bevy," which will offer an inviting space for families and friends to gather and play board games. The new business will offer a limited menu, created by Tap Root Catering, comprised of food selections that can be warmed on-site, non-alcoholic beverages, and signature alcoholic drinks. The request is for the proposed TREX transfer of a class D-5 permit to allow for on-premises consumption of spiritous liquor and mead. The residential property will also be renovated and used for office and storage space in support of the new commercial business.

The new property owners expected total investment for acquisition and improvements to the two properties is \$943,180, with more than \$518,000 already invested, to date. Based on the information provided to the City, all of the requirements specified in the City's TREX Guidelines, approved by Council on May 15, 2013, have been met, including:

1. Investment in acquiring the properties, construction of the new addition, and renovations is equal to a minimum of \$251 per square foot (3,754 s.f. for both properties). The City's minimum investment level requirement is \$175 per square foot;
2. Operation is located within the City of Kent Commercial-Downtown District (C-D);
3. Permit classification has been identified and the permit source will be reported to the City prior to authorizing endorsement of TREX in writing to the Division of Liquor Control;
4. New owner will enter into a development agreement with the City of Kent if Council grants approval of the TREX transfer request (draft attached);
5. Recognition from the applicants that they will seek Council approval if the permit is to be transferred to another individual, corporation, LLC or partnership located within the City of Kent.

I am respectfully requesting time at the August 3, 2022 Committee session to discuss this TREX transfer proposal in greater detail and to request Council authorization, with emergency, of the TREX transfer request.

Please let me know if you need any additional information in order to add this item to the agenda.

Thank you.

Attachment

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council
Tom Wilke, Economic Development Director
Nicholas Shearer, Chief of Police

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2022, by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (hereinafter referred to as the "City"), and Wulfjam, LLC, an Ohio limited liability company (hereinafter referred to as the "Redeveloper").

WITNESSETH:

WHEREAS, the City has been active in the redevelopment and clearance of underdeveloped, blighted, and deteriorated areas in the City, and in this connection is engaged in carrying out the Downtown Urban Renewal Plan dated January 2001 (the "Urban Renewal Plan"); and

WHEREAS, the Redeveloper intends to develop the property currently owned by Wulfjam, LLC, located at 141 East Summit Street, Kent, Ohio (the "Property") by constructing an addition and completing interior and exterior renovations to 3,754 square feet of commercial space, such improvements hereinafter referred to as the "Private Improvements;" and

WHEREAS, the City believes that the redevelopment of the Property with the Private Improvements pursuant to this Agreement and the fulfillment generally of this Agreement are in the best interests of the City and its residents, and are necessary to provide for the productive development and reuse of property, to provide for the creation of jobs and employment opportunities, and to improve the economic and general welfare of the people of the City; and

WHEREAS, the City has determined that it is in its best interests of the City and its citizens to aid the Redeveloper in the renovation project; and

WHEREAS, the Redeveloper needs to acquire a permit in order to sell spirituous liquor at said location, specifically, a Class D-5 permit, using the TREX liquor permit provisions of Ohio Revised Code § 4303.29.

WHEREAS, the renovation and use of the Private Improvements is dependent upon the City agreeing to accept a transfer of a Class D-5 permit from another location in the State to the City (the "TREX liquor permit"); and

WHEREAS, Redeveloper has agreed to complete the Private Improvements at 141 East Summit Street, Kent, Ohio for a minimum amount of \$251.00 per square foot; and

WHEREAS, pursuant to the provisions of Ohio Revised Code § 4303.29, the City of Kent will only agree to execute this agreement and approve the TREX liquor permit, if its approval is required, before Redeveloper may transfer the permit referred to above to another location and/or to another owner, whether at the same location or another location; and

WHEREAS, the Kent City Council considered the following criteria prior to consenting to entering into this Agreement:

- a) The financial strength of the Redeveloper; and
- b) The amount of monies being invested into 141 East Summit Street, Kent, Ohio; and
- c) The amount of square foot space being redeveloped by the Redeveloper; and
- d) The character of the principals of Wulfjam, LLC; and
- e) That it is a Class D-5 permit being requested.

WHEREAS, both parties acknowledge that the additions of new venues open for the sale of alcoholic beverages within the City, may cause additional work for the staffs of the Kent City Police Department and Fire Department.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

Section 1. Redevelopment of the Property.

The Redeveloper agrees to redevelop the Property by completing the Private Improvements thereon consistent with all federal, State, and local laws.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out the activities necessary to cause the Private Improvements to begin within 180 days of the execution of this Agreement (the "Commencement Date").

If the Commencement Date has not occurred by the one year anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination or extension of this Agreement.

Section 2. Redevelopers Responsibilities.

In exchange for the approval of the transfer of the liquor permit into the City by the City Council, described in Section 3 of this Agreement, the Redeveloper shall:

- a) Use its best efforts to begin the Private Improvements by the Commencement Date by investing a minimum of \$251.00 per square foot for the redevelopment of 141 East Summit Street, for approximately 3,754 square feet of commercial space, and to complete the interior renovation in a timely manner.
- b) Continually follow and obey all local, State, and federal laws in the redevelopment of the property and in the operation of the commercial space.

- c) Receive the written permission of the City of Kent Council prior to transfer of said permit to a new location and/or to a new owner at the same or different location.

Section 3. Responsibilities of the City.

- a) The City, in exchange for the Redeveloper performing the requirements listed in Section 2, above, shall conditionally approve the transfer of a Class D-5 permit into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 141 East Summit Street, Kent, Portage County, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said permit to a different location within the City of Kent, or to transfer said permit to a different owner at the same or different location within the City of Kent. The City shall approve the transfer and/or relocation of the permit within the City, if the City Council, after reviewing the following criteria, to see if the new owner will provide some or all of the following:
 - i) The financial strength of the proposed new owner is adequate to complete the new redevelopment criteria; and
 - ii) The amount of monies, if any, being invested into the new location in Kent, Ohio meet or exceed those expended by this Redeveloper; and
 - iii) The amount of square foot space being redeveloped by the new owner; and
 - vi) The character of the person or people constituting the new owner shall be upstanding; and
 - v) That it is a Class D-5 permit being transferred.

Said consent shall not be unreasonably withheld.

Section 4. Assignment or Sale of Liquor Permit.

The Class D-5 permit in question may only be transferred by the Redeveloper with the consent of the City as outlined in Section 3.

Section 5. Remedies.

(a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by the Redeveloper, or any successor, the City may, upon written notice to the Redeveloper, withdraw its approval of the transfer of the Class D-5 permit into the Kent City limits and take whatever steps are necessary to cause the liquor permit to be revoked, within thirty (30) days after receipt of such notice. In case such action is taken by the City and the default or breach is not diligently pursued by the Redeveloper to cure the default or breach within a reasonable time, the City may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in

default or breach of its obligations; or to revoke the permit in the City, mandating the closing of the establishment and the relocation of the permit to a location outside of the City limits.

(b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 6. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

Section 7. Notice.

(a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, by e-mail with e-mail response acknowledging receipt, or by return e-mail or delivered personally, and

- (i) In the case of the Redeveloper is addressed to or delivered personally to the Redeveloper at:

Wulfjam, LLC
141 East Summit Street
Kent, Ohio 44240

- (ii) In the case of the City, is addressed to or delivered personally to the City at:

City Manager
c/o Community Development Dept.
930 Overholt Road
Kent, Ohio 44240

with a copy to the Law Director, at the same address.

Or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8. Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. Jurisdiction.

The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record in Portage County, Ohio or in the courts of the United States of America located in such state or commonwealth.

Section 10. Captions.

The captions to the section of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Agreement.

Section 11. Severability.

The parties hereto intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Agreement is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the City and Redeveloper under the remainder of this Agreement shall continue in full force and effect.

Section 12. No Oral Modification.

This Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the City and Redeveloper.

Section 13. Costs of Enforcement.

Redeveloper agrees to pay the costs and expenses, including but not limited to reasonable attorney fees and legal expenses incurred by City in the exercise of any right or remedy available to the City under this Agreement.

IN WITNESS WHEREOF, the City of Kent, Ohio and Wulfjam, LLC have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

By _____
David Ruller, City Manager

WULFJAM, LLC

By _____
Authorized Member

Print Name

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared David Ruller, the City Manager for the City of Kent, Ohio, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Kent, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed, respectively, as such officer and individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared _____, the Authorized Member of Wulfjam, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of such company as the free act and deed of himself and of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

APPROVED AS TO FORM:

Hope Jones, Law Director, City of Kent, Ohio



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: July 26, 2022

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *B.S.*

RE: TREX Transfer Request: Wulfjam, LLC

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1. Investment in acquiring the properties, construction of the new addition, and renovations is equal to a minimum of \$251 per square foot (3,754 s.f. for both properties). The City's minimum investment level requirement is \$175 per square foot;
2. Operation is located within the City of Kent Commercial-Downtown District (C-D);
3. Permit classification has been identified and the permit source will be reported to the City prior to authorizing endorsement of TREX in writing to the Division of Liquor Control;
4. New owner will enter into a development agreement with the City of Kent if Council grants approval of the TREX transfer request (draft attached);
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Please let me know if you need any additional information in order to add this item to the agenda.

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Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council
Tom Wilke, Economic Development Director
Nicholas Shearer, Chief of Police

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WHEREAS, the City has been active in the redevelopment and clearance of underdeveloped, blighted, and deteriorated areas in the City, and in this connection is engaged in carrying out the Downtown Urban Renewal Plan dated January 2001 (the "Urban Renewal Plan"); and

WHEREAS, the Redeveloper intends to develop the property currently owned by Wulfjam, LLC, located at 141 East Summit Street, Kent, Ohio (the "Property") by constructing an addition and completing interior and exterior renovations to 3,754 square feet of commercial space, such improvements hereinafter referred to as the "Private Improvements;" and

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WHEREAS, the renovation and use of the Private Improvements is dependent upon the City agreeing to accept a transfer of a Class D-5 permit from another location in the State to the City (the "TREX liquor permit"); and

WHEREAS, Redeveloper has agreed to complete the Private Improvements at 141 East Summit Street, Kent, Ohio for a minimum amount of \$251.00 per square foot; and

WHEREAS, pursuant to the provisions of Ohio Revised Code § 4303.29, the City of Kent will only agree to execute this agreement and approve the TREX liquor permit, if its approval is required, before Redeveloper may transfer the permit referred to above to another location and/or to another owner, whether at the same location or another location; and

WHEREAS, the Kent City Council considered the following criteria prior to consenting to entering into this Agreement:

- a) The financial strength of the Redeveloper; and
- b) The amount of monies being invested into 141 East Summit Street, Kent, Ohio; and
- c) The amount of square foot space being redeveloped by the Redeveloper; and
- d) The character of the principals of Wulfjam, LLC; and
- e) That it is a Class D-5 permit being requested.

WHEREAS, both parties acknowledge that the additions of new venues open for the sale of alcoholic beverages within the City, may cause additional work for the staffs of the Kent City Police Department and Fire Department.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

Section 1. Redevelopment of the Property.

The Redeveloper agrees to redevelop the Property by completing the Private Improvements thereon consistent with all federal, State, and local laws.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out the activities necessary to cause the Private Improvements to begin within 180 days of the execution of this Agreement (the "Commencement Date").

If the Commencement Date has not occurred by the one year anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination or extension of this Agreement.

Section 2. Redevelopers Responsibilities.

In exchange for the approval of the transfer of the liquor permit into the City by the City Council, described in Section 3 of this Agreement, the Redeveloper shall:

- a) Use its best efforts to begin the Private Improvements by the Commencement Date by investing a minimum of \$251.00 per square foot for the redevelopment of 141 East Summit Street, for approximately 3,754 square feet of commercial space, and to complete the interior renovation in a timely manner.
- b) Continually follow and obey all local, State, and federal laws in the redevelopment of the property and in the operation of the commercial space.

- c) Receive the written permission of the City of Kent Council prior to transfer of said permit to a new location and/or to a new owner at the same or different location.

Section 3. Responsibilities of the City.

- a) The City, in exchange for the Redeveloper performing the requirements listed in Section 2, above, shall conditionally approve the transfer of a Class D-5 permit into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 141 East Summit Street, Kent, Portage County, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said permit to a different location within the City of Kent, or to transfer said permit to a different owner at the same or different location within the City of Kent. The City shall approve the transfer and/or relocation of the permit within the City, if the City Council, after reviewing the following criteria, to see if the new owner will provide some or all of the following:
 - i) The financial strength of the proposed new owner is adequate to complete the new redevelopment criteria; and
 - ii) The amount of monies, if any, being invested into the new location in Kent, Ohio meet or exceed those expended by this Redeveloper; and
 - iii) The amount of square foot space being redeveloped by the new owner; and
 - vi) The character of the person or people constituting the new owner shall be upstanding; and
 - v) That it is a Class D-5 permit being transferred.

Said consent shall not be unreasonably withheld.

Section 4. Assignment or Sale of Liquor Permit.

The Class D-5 permit in question may only be transferred by the Redeveloper with the consent of the City as outlined in Section 3.

Section 5. Remedies.

(a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by the Redeveloper, or any successor, the City may, upon written notice to the Redeveloper, withdraw its approval of the transfer of the Class D-5 permit into the Kent City limits and take whatever steps are necessary to cause the liquor permit to be revoked, within thirty (30) days after receipt of such notice. In case such action is taken by the City and the default or breach is not diligently pursued by the Redeveloper to cure the default or breach within a reasonable time, the City may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in

default or breach of its obligations; or to revoke the permit in the City, mandating the closing of the establishment and the relocation of the permit to a location outside of the City limits.

(b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 6. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

Section 7. Notice.

(a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, by e-mail with e-mail response acknowledging receipt, or by return e-mail or delivered personally, and

- (i) In the case of the Redeveloper is addressed to or delivered personally to the Redeveloper at:

Wulfjam, LLC
141 East Summit Street
Kent, Ohio 44240

- (ii) In the case of the City, is addressed to or delivered personally to the City at:

City Manager
c/o Community Development Dept.
930 Overholt Road
Kent, Ohio 44240

with a copy to the Law Director, at the same address.

Or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8. Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. Jurisdiction.

The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record in Portage County, Ohio or in the courts of the United States of America located in such state or commonwealth.

Section 10. Captions.

The captions to the section of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Agreement.

Section 11. Severability.

The parties hereto intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Agreement is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the City and Redeveloper under the remainder of this Agreement shall continue in full force and effect.

Section 12. No Oral Modification.

This Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the City and Redeveloper.

Section 13. Costs of Enforcement.

Redeveloper agrees to pay the costs and expenses, including but not limited to reasonable attorney fees and legal expenses incurred by City in the exercise of any right or remedy available to the City under this Agreement.

IN WITNESS WHEREOF, the City of Kent, Ohio and Wulfjam, LLC have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

By _____
David Ruller, City Manager

WULFJAM, LLC

By _____
Authorized Member

Print Name

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared David Ruller, the City Manager for the City of Kent, Ohio, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Kent, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed, respectively, as such officer and individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared _____, the Authorized Member of Wulfjam, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of such company as the free act and deed of himself and of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

APPROVED AS TO FORM:

Hope Jones, Law Director, City of Kent, Ohio



HEALTH DEPARTMENT MEMORANDUM

To: David Ruller, City Manager
From: Joan Seidel, Health Commissioner
Date: August 3, 2022
Item: 3.1. - Proposed Renewal of the Health Department Lease at PARTA (Joan Seidel)

Summary: I respectfully request a renewal for the Kent Central Gateway clinic space lease. This space will be used by the RN-Paramedic as well as Kent State University College of Public Health interns to create health risk reduction programs and chronic disease maintenance education programs, as well as provide COVID and other immunizations.

Prepared by: Amy Wilkens, Clerk of Council

Attachments: 1. Parta Lease



HEALTH DEPARTMENT MEMORANDUM

To: David Ruller, City Manager
From: Joan Seidel, Health Commissioner
Date: May 4, 2022
Item: 3.2. - Proposed Renewal of the Health Department Lease at PARTA (Joan Seidel)

Summary: I respectfully request a renewal for the Kent Central Gateway clinic space lease. This space will be used by the RN-Paramedic as well as Kent State University College of Public Health interns to create health risk reduction programs and chronic disease maintenance education programs, as well as provide COVID and other immunizations.

Prepared by: Amy Wilkens, Clerk of Council

Attachments: None

Kent Police Department

MEMORANDUM

To: Dave Ruller, City Manager
Kent City Council
From: Chief Nicholas Shearer
Date: July 26, 2022
Subject: School Resource Officer Program Renewal

This memorandum is to serve as a request for a continued partnership with the Kent City Schools for the School Resource Officer Program. Police representatives have met with school representatives to discuss the 2022-2023 school year contract. Although we are all hopeful for a more “normal” school year this year compared to last year, the unpredictability of the COVID-19 Pandemic has caused us to leave the language in the contract that if the KCS has to modify the school schedule, the SRO salary will be the responsibility of the City of Kent when school is not in session.

The Kent Police Department and the Kent City Schools administration agree that Officer Dominic Poe will continue in his role as the resource officer.

Items to Note:

- Contract period will be from 08/16/2022 to 06/03/2023
- KCS is billed quarterly for the Officer's (wages, benefits, insurance, etc)
- Average yearly costs to KCS reimbursed to the city of Kent is estimated at \$94,000

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling *JSB*

DATE: July 15, 2022

RE: Fairchild Water Tower Repair

The Service Department is requesting City Council approval to waive the competitive bidding requirement to complete **two** aspects of the repairs to the Fairchild Water Tower. On April 24, 2022 the tower failed and released its supply of water causing damage to the tower and surrounding area. Since the failure, City crews, consultants, contractors and experts have been cleaning the site, assessing the damage, surveying the site, determining the required repairs and assessing how the repairs can be completed. The repairs are being completed in the following steps.

1. An **emergency** repair is being performed to stabilize the foundation by reinforcing the soils and filling in the voids under the foundation of the tower that were created during the failure. The foundation repair requires the removal of the asbestos insulated piping that was damaged.
2. Replacement of the damaged piping and air release valve.

The emergency repairs to the foundation are being performed by Kenmore Construction Companies. We are requesting council's approval retroactively to waive the competitive bidding requirements for the completion of the emergency repairs.

The Service Department is further requesting to maintain using Kenmore Construction Companies to complete the replacement of the damaged piping and air release valve. We are recommending Kenmore Construction Companies complete the repairs due to their knowledge of the site, their capabilities to complete the specialized nature of the work, their capacity to perform the work in a timely manner and their ability to access the materials required.

These requests are being made because the Fairchild Water Tower is an essential piece of the water distribution network and we recommend expediting the repairs to put the tower back in service.

C: Hope Jones
Melanie Baker
Rhonda Boyd



CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE

MEMO

TO: Dave Ruller, City Manager
Council

FROM: Melanie A. Baker, Service Director

DATE: 7/25/2022

SUBJECT: Erie Street Road Closure – Ice Rink

The City of Kent along with Kent State University is requesting permission to close Erie Street from Haymaker Parkway to Depeyster Street in order to set up and run an ice rink for the enjoyment of all of Kent.

The ice rink attracted over 15,000 people in the 2021 – 2022 season. It provided a venue for holiday parties and get togethers. It provided a fun place for children and families to enjoy and it provided a way for the City and the University to gather together for the betterment and vibrancy of our downtown.

We are hoping for the same success and more this season.

The road closure will begin on November 1, 2022 and remain closed until March 15, 2023. The layout will be the same with a few changes to accommodate more maneuverability for emergency equipment, safer movement of pedestrians and cars and of course to provide ample space for trees, decorations, tables and space for people to gather and watch.

We are asking for this road closure for the 2022 and 2023 ice skating season and

request that this road closure be approved indefinitely for future use and placement of the community ice rink.

The bracketing dates of November and the following March each calendar year will accommodate time for set up, use and take down.

I respectfully request Councils approval of this special event request.

APPLICATION FOR SPECIAL EVENT
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.
City of Kent, 319 S. Water Street, Kent, OH 44240

NAME OF EVENT Kent Skates - Ice Rink - Erie Street

ORGANIZATION SPONSORING EVENT KSU / City of Kent

APPLICANT NAME Doug Pearson, AVP, FPO Kent State University PHONE 330-488-7566

Melanie Baker, Service Director, City of Kent 330-351-5404
ADDRESS 615 Loop Road, Suite 101, Kent Ohio 44240
930 Overholt, Kent Ohio 44240

NAMES AND PHONE NUMBERS OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITION DURING THE EVENT:

Doug Pearson, 330488-7566
Melanie Baker, 330-351-5404

DATE OF EVENT November 19, 2022 to February 26, 2023 NO. OF PARTICIPANTS _____

REQUESTED PERMIT TIME: Start Set up 11/1/2022 Start Event 11/19/2022

Road closure for Ice Rink End Event 2/26/2023 End Cleanup 3/15/2023

IF PARADE: STARTING POINT Erie St. / Depeyster ENDING POINT Erie St. / Haymaker

USE OF CITY WATER NEEDED? Yes to fill Ice Rink

(IF YES, PLEASE EXPLAIN)

USE OF CITY ELECTRIC NEEDED? Yes to run Ice machine - Agreement to split cost for season

(IF YES, PLEASE EXPLAIN)

In addition to the application please submit the following information:

- Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.)
- Proof of Insurance is required before permit can be issued.
- Please attach list of possible vendors/booths to be part of event (food, retail, etc.).

Please submit application for permit at least 30 days in advance, but no sooner than one year in advance. For additional requirements please review Chapter 316 of The Codified Ordinance of the City of Kent. Please be advised that the use of marking paint on City pavement, curbs, sidewalks or other property is prohibited except if purchased at cost from Service Department (330-678-8105).

By signing this application, I am certifying that I have received a copy of the rules and regulations of Chapter 316 of the Codified Ordinances of the City of Kent, and I fully understand that should the permit be approved, it can be revoked if any of the provisions of this Chapter are violated.

Doug Pearson, AVP, FPO
Melanie Baker, Service Director Melanie A Baker
Name of Applicant Signature of Applicant

Office Use. Do not write below this line. _____ Sent to:

Safety, Service, Fire, Police, and Health Departments for review and approval

via _____ on _____.

MEMORANDUM AGREEMENT _____ YES _____ NO
APPLICATION APPROVED _____ APPLICATION DISAPPROVED _____

PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.

Law Director Date

IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.



CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE

MEMO

TO: Dave Ruller, City Manager
Council

FROM: Melanie A. Baker, Service Director

DATE: 7/20/2022

SUBJECT: CUE (Community University Education) Agreement for
establishing a Purchasing Regional Council of Governments

The City of Kent has been a part of the CUE (Community University Education) Cooperative Program administered by the University of Akron for over 15 years. This cooperative has allowed the City to participate in various contract bidding such as salt, and vehicles.

The purpose of the CUE is to obtain quality merchandise, materials and services for its Members at lower cost through pooled purchasing and competitive bidding

In the past 4 to 6 years this program has lagged behind and suffered a bit due to the amount of work it took to gather information, provide specifications and to do the bidding. The University of Akron has run the program for many years and unfortunately, staff who helped facilitate service were unable to keep up with the demands and during Covid this became even more strained.

The City of Kent, along with several other communities took the lead to assist in setting up a more formal agreement, with requirements for membership and expectations of process, meetings, and decision making for purchasing.

It is the desire of the CUE members to be more proactive with bidding our needed materials, and services. It is the hope of the members that other needs may be met by pooling our collective resources so that we may bid items such as street painting, pipe, stone, asphalt etc. at quantities that would be more competitive, rather than to continue with our stand alone purchasing.

A list of current CUE communities is attached for reference.

A list of the steering committee is attached

Please find attached the Community University Education Purchasing Regional Council of Governments bylaws and proposed agreement. These documents have been reviewed by the City Law Director and are ready for Council approval.

Approval of this agreement will allow us to continue to receive competitive bidding for commodities such as salt, and vehicles with the ability to expand products in the future as long as the program stays active.

I respectfully request Councils approval of this agreement.

CUE - Member Communities - 2020 -2021

Akron City of
Akron Metropolitan Housing Authority
Akron Public Schools
Akron University of
Auburn Township
Aurora City of
Barberton, City of
Bath Township
Boston Heights, Village of
Clinton Village of
Chester Township
Congress Township
Copley Township
Coventry Local Schools
Coventry Township
Crestwood Local Schools
Cuyahoga Falls City of
Fairlawn City of
Green City of
Hudson City School District
Hudson City of
Kent, City of
Kent State University
Lafayette Township
Lake Township Trustees
Lakemore Village of
Louisville City of
Mantua Township
Maplewood Career Center
Medina, City of
Mogadore Village of
Monroe Falls City of
New Franklin City of
Northfield Center Township
Northfield Village of
Norton City of
Portage County
Portage County MRDD
Portage Metropolitan Housing Authority
Reminderville Village of
Revere Schools
Richfield Village of
Rittman Board of Education
Rittman City of

Rootstown Local Schools
Sagamore Hills Township
Seville Village of
Silverlake Village of
Springfield Local School District
Springfield Township
Stow City of
Stow-Monroe Falls City Schools
Streetsboro, City of
Summit Board of MRDD
Summit County Metro Parks
Summit County Engineer
Tallmadge Schools
Tallmadge, City of
Twinsburg City of
Twinsburg Township
United Disability Services
Wadsworth City of
Westfield Center, Village of
Westfield Township
Windham Village of

2022 CUE Steering Committee

The following members from the 2021 Steering Committee have volunteered to continue serving for 2022:

Valerie Wax Carr – City of Green, vwaxcarr@cityofgreen.org

Bill Goncy - Village of Boston Heights, b.goncy@bostonheightsvillage.com

Kim Hanson – City of Akron, KHanson@akronohio.gov

Eric Hutchinson – City of Hudson, eHutchinson@hudson.oh.us

Brad McKay – City of Kent, McKayB@kent-ohio.org

Greg Tracy – City of Barberton, gtracy@cityofbarberton.com

Anthony Zumbo - City of Cuyahoga Falls, zumbo@cityofcf.com

Any other member wishing to volunteer to serve is encouraged to do so by contacting any current Steering Committee member.

A motion to accept the 2022 CUE Steering Committee was made by Lisa Jarvis from the City of Stow. A second motion was made by Wayne Corbett from the City of Tallmadge. All in favor, none opposed.

Mtg. November 17, 2021.

**BYLAWS
OF
COMMUNITY UNIVERSITY EDUCATION PURCHASING REGIONAL COUNCIL OF
GOVERNMENTS**

Adopted _____, 2022

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**BYLAWS
OF
COMMUNITY UNIVERSITY EDUCATION PURCHASING REGIONAL COUNCIL OF
GOVERNMENTS**

ARTICLE I GENERAL

SECTION 1. AUTHORITY: The Community University Education Purchasing Regional Council of Governments (“CUE”) has been established by the legislative action of _____, a _____ duly organized and validly existing under the laws of the State of Ohio (“[MEMBER1]”), _____, a _____ duly organized and validly existing under the laws of the State of Ohio (“[MEMBER2]”) and _____, a _____ duly organized and validly existing under the laws of the State of Ohio (“[MEMBER3],” and, together with [MEMBER1] and [MEMBER2], collectively, the “Cooperative Parties”) as a regional council of governments pursuant to the authority of Chapter 167 of the Ohio Revised Code.

SECTION 2. ORGANIZATION: [MEMBER1], [MEMBER2] and [MEMBER3] entered into the Agreement Establishing the Community University Education Purchasing Regional Council of Governments dated as of _____, 2022 (the “Establishing Agreement”).

SECTION 3. PURPOSE: In accordance with the Establishing Agreement, the purpose of CUE is to obtain quality merchandise, materials and services for its Members at lower cost through pooled purchasing and competitive bidding.

SECTION 4. POWERS: CUE shall have such powers as are now, or hereafter may be, granted to regional council of governments by Chapter 167 of the Ohio Revised Code, as amended from time to time, and the Establishing Agreement.

SECTION 5. LEGAL ADDRESS: The legal address for the CUE and the Governing Board shall be: CUE, [REDACTED]. All notices permitted or required by law, these by-laws or establishing agreement shall be written and delivered, by first class mail postage prepaid, to the legal address; provided, however, notices of the withdrawal of a Member, a hearing on the removal of a Member, or a hearing on any request to amend these by-laws, shall be sent by certified mail.

ARTICLE II MEMBERSHIP IN CUE

SECTION 1. MEMBERS: Members of CUE shall include the Cooperative Parties and any other political subdivision admitted as a Member pursuant to the terms of the Establishing Agreement.

SECTION 2. ADDITIONAL MEMBERS: Initially, the political subdivisions listed on Schedule 1 (the “Initial Political Subdivisions”) shall be eligible to join CUE as Members. Any Initial Political Subdivision listed of Schedule 1 may join CUE as a Member without an additional financial contribution. Thereafter, any other political subdivision located in the State

of Ohio in Summit County, Portage County, Medina County or Stark County may apply for membership in CUE in accordance with the Establishing Agreement and mutually agreed upon initial fiscal contribution under Section 7.2 of the Establishing Agreement. The Governing Board of CUE shall meet and shall take action to admit or decline to admit the applicant as a Member of CUE.

SECTION 3. ACTION BY MEMBERS: Except as otherwise required in the Establishing Agreement or these Bylaws, any action to be taken by CUE that requires the authorization, approval or ratification of the Members shall be taken only with the affirmative vote of a majority of the Members. Each Member shall as to such matter have one vote, which vote shall be exercised by such Member's legislative authority. The Governing Board may make recommendations to the CUE Members as to matters to be considered for approval by the Members.

SECTION 4. REMOVAL OF MEMBERS If a Member fails to either (a) pay its annual financial commitments to CUE when due or (b) attend at least 50% of the Governing Board meetings during the calendar year without written excusal from the Chair of the Governing Board, then such Member may be removed by a majority vote of the remaining members of the Governing Board.

ARTICLE III GOVERNING BOARD

SECTION 1. GOVERNING BOARD: There shall exist a Governing Board whose purpose it shall be to consider matters relating to the membership and operation of CUE. The powers of CUE shall be exercised by and under the direction of the Governing Board.

SECTION 2. MEMBERS OF THE GOVERNING BOARD: Each Member shall designate, by appropriate action of its legislative authority, from time to time, a Representative, who shall act as a member of the Governing Board. Any Member may designate one or more alternative Representatives to represent such Member on the Governing Board from time to time through an appropriate action of its legislative authority.

SECTION 3. RESIGNATION AND REMOVAL: Any member of the Governing Board may resign at any time by giving written notice thereof to the Secretary of the Governing Board. A Representative of the Governing Board may be removed at any time by action of the legislative authority of the Member designating such Representative.

SECTION 4. VACANCIES: Any vacancy occurring in the Governing Board shall be filled from time to time by the Member whose Representative has resigned or been removed.

SECTION 5. LIMITATION CLAUSE: The Governing Board shall have no authority to do or perform any act and thing which is reserved to the Members in the Establishing Agreement or under Ohio law.

ARTICLE IV MEETINGS OF THE GOVERNING BOARD

SECTION 1. REGULAR MEETINGS: Regular meetings of the Governing Board shall be held once each year in the month of [REDACTED] at a time and place designated by the Chair of the Governing Board. At each annual regular meeting, the Governing Board shall elect officers of CUE and the 3 additional at-large Representatives that shall act as members of the Executive Committee.

SECTION 2. SPECIAL MEETINGS: Special meetings of the Governing Board may be called by the Chair of the Governing Board or by a majority of the members of the Governing Board in a writing delivered to the Secretary of the Governing Board. The person or persons calling the meeting shall specify the place, time and purpose for such meeting.

SECTION 3. LOCATION OF MEETING: Meetings of the Governing Board shall be held at any place located within the territory of the Members.

SECTION 4. NOTICE OF MEETING: Written notice of the time and place of each regular and special meeting of the Governing Board shall be given to each Representative of the Governing Board by personal delivery, facsimile or e-mail transmission or by regular mail at least five days before the meeting, which notice, in the case of a regular meeting, need not specify the purpose of the meeting. If the notice is mailed, it shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. The attendance of a Representative at a Governing Board meeting shall constitute a waiver of notice of such meeting, except where the member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 5. QUORUM: A majority of the members of the Governing Board is necessary to constitute a quorum for a meeting of the Governing Board. The act of a majority of the members of the Governing Board present at a meeting at which a quorum is present is the act of the Governing Board.

SECTION 6. VOTING: Each Representative on the Governing Board shall be entitled to one vote on any matter coming before the Governing Board for vote or action.

SECTION 7. COMPENSATION AND EXPENSES: Representatives on the Governing Board shall not receive any compensation for their service.

SECTION 8. PUBLIC MEETINGS: The Governing Board of CUE hereby adopts the public meetings policy set forth in Exhibit A attached hereto as required by Section 121.22 of the Ohio Revised Code.

ARTICLE V COMMITTEES OF GOVERNING BOARD; EXECUTIVE COMMITTEE

SECTION 1. COMMITTEES: The Governing Board by action may designate such committees which shall have and may exercise such powers as shall be conferred or authorized from time to time by the Governing Board. The Governing Board, by affirmative vote, shall have

power at any time to change the powers and members of any such committees, to fill vacancies, and to dispose of any such committee.

SECTION 2. ACTION BY COMMITTEES: A majority of the members of any committee may determine its actions and fix the time and place of its meetings unless the Governing Board shall otherwise provide.

SECTION 3. EXECUTIVE COMMITTEE: The Executive Committee shall run the day-to-day operations of CUE and shall exercise all powers of the Governing Board on behalf of CUE except for those powers specifically reserved to the Governing Board by the Ohio Revised Code, the Establishing Agreement or these Bylaws. The Executive Committee shall consist of the Chair, the Vice Chair, the Secretary, the Treasurer and three at-large members of the Governing Board elected by the Governing Board at its annual regular meeting. Each at-large member of the Executive Committee shall hold office for a term of one year, or until their successor shall have been duly elected and accepted office, or until their death, resignation or removal in the manner hereinafter provided. Any at-large member of the Executive Committee may be removed at any time by the Governing Board by a vote of a majority of the members of the Governing Board.

ARTICLE VI OFFICERS OF GOVERNING BOARD

SECTION 1. OFFICERS: The officers of the Governing Board shall consist of a Chair, a Vice Chair, a Secretary and a Treasurer and such other officers and assistant officers as the Governing Board may deem necessary, each of whom may be designated by such other titles as may be provided in an action of the Governing Board. The officers of the Governing Board shall each be elected from among the members of the Governing Board at the annual meeting. All officer positions of the Governing Board are unpaid positions.

SECTION 2. ELECTION AND TERM OF OFFICE: The officers of the Governing Board shall be elected annually by the Governing Board at the first regular meeting after the beginning of a new fiscal year. Each officer shall hold office for a term of one year, or until their successor shall have been duly elected and accepted office, or until their death, resignation or removal in the manner hereinafter provided.

SECTION 3. REMOVAL: Any officer may be removed at any time by the Governing Board by a vote of a majority of the members of the Governing Board.

SECTION 4. VACANCIES: A vacancy in office because of death, resignation, removal, disqualification or otherwise may be filled by the Governing Board.

SECTION 5. CHAIR: The Chair of the Governing Board shall preside at all meetings of the Governing Board. The Chair shall have general overall supervision of all of the business and affairs of the Governing Board.

SECTION 6. VICE CHAIR: In the absence of the Chair or the inability or refusal of the Chair to act, the Vice Chair shall perform the duties of the Chair, and otherwise the Vice Chair shall perform duties as may be prescribed by the Governing Board from time to time.

SECTION 7. SECRETARY: The Secretary shall, subject to the direction of the Governing Board, keep or cause to be kept the minutes of the meetings of the Governing Board; assure that minutes of all meetings of committees of the Governing Board are prepared and filed with the records of the Governing Board; assure that minutes of all notices are given in accordance with the provisions of these Bylaws or as required by the Establishing Agreement; be custodian of the records of the Governing Board; and in general perform all duties as may be assigned to the Treasurer by Governing Board from time to time.

SECTION 8. TREASURER: The Treasurer shall, subject to the direction of the Governing Board, be responsible for the financial affairs of CUE, including all contracts and bidding activities of CUE; and in general perform all duties as may be assigned to the Treasurer by Governing Board from time to time.

ARTICLE VII FISCAL OFFICER; ANNUAL BUDGET

SECTION 1. ANNUAL BUDGET: Annually the Governing Board shall consider and adopt an annual budget as prepared by the Fiscal Officer which maintains operations and expenditures within the budget.

SECTION 2. BUDGET PROCESS: The Governing Board shall provide, or cause to be provided, budget procedures and shall maintain supervision over budget controls. The Governing Board shall adopt the annual budget for the upcoming year, prior to the last day of CUE's fiscal year.

SECTION 3. PAYMENTS: The Governing Board shall determine the time and the amount of all payments from Members.

SECTION 4. APPOINTMENT OF FISCAL OFFICER: The Governing Board shall appoint a Fiscal Officer (Agent) of CUE from time to time in accordance Section 167.04(B) of the Ohio Revised Code. The Fiscal Officer shall receive, deposit, invest, and disburse the funds of CUE in the manner authorized by action of the Governing Board. The Fiscal Officer shall make an annual report of the activities of CUE to the Members in compliance with Section 167.06(C) of the Ohio Revised Code. The Fiscal Officer shall develop and follow procedures for the receipt, expenditure and accounting of funds in a manner that is capable of being audited and in accordance with the public accounting practices required for data information sites by the law of Ohio and the regulations of the Auditor of State. The Fiscal Officer shall prepare an annual budget for consideration and adoption by the Governing Board. The Fiscal Officer shall prepare and file an annual report on behalf of CUE in the manner set forth in Section 117.38 of the Ohio Revised Code and shall participate in all audits of CUE as required by Section 117.11 of the Ohio Revised Code. The position of Fiscal Officer is a paid position and the terms of conditions of employment of the Fiscal Officer will be established by a resolution of the Executive Committee.

ARTICLE VIII AMENDMENTS

SECTION 1. AMENDMENTS: These Bylaws may be amended or they may be repealed and new Bylaws adopted by a unanimous vote of the Governing Board.

ARTICLE IX TERMINATION

SECTION 1. TERMINATION: In the event of termination of CUE in accordance with Section 2.3(c) of the Establishing Agreement, all assets of CUE must first be used to pay all debts and legal obligations of CUE. All assets remaining after the satisfaction of all legal obligations shall be distributed to the then current Members on a pro-rata basis as determined by their membership dues or contributions to CUE. No Member shall be liable for any debt or obligation of CUE.

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EXHIBIT A

Section 1: Deliberations

Ohio Revised Code Section 121.22(A) states that “This section shall be liberally construed to require public officials to take official action and to conduct all deliberations upon official business only in open meetings unless the subject matter is specifically excepted by law.” This provision, which includes all deliberations rather than just final decisions is difficult to fully specify in law but should be considered a major guiding principle concerning public meetings. It clearly requires that deliberations upon official business not occur at private meetings, even if a quorum of the Council or of a particular committee is not present. However, there is also a proper place in government for research, consultation, identification of alternatives, personal reflection, and informal discussion outside of public meetings.

Section 2: Definitions

“**Deliberations**” are defined as the process of choosing among alternatives for official action by the Governing Board.

“**Executive Session**” means a meeting of the Governing Board or any committee that is not open to the public.

“**Public meeting**” means any prearranged discussion of official business relating to CUE which is open to the public and for which the public notice and other requirements of this ordinance and Section 121.22 of the Ohio Revised Code have been met.

Section 3. State Law to Control

All provisions of Ohio Revised Code Section 121.22 and all other provision of general law related to open, public meetings shall apply to the conduct of CUE. All provisions of this ordinance shall be construed only in ways that are consistent with general law.

Section 4: Open Meetings

(a) Open Meetings Required. All meetings conducted by any public body at which official action is considered or deliberations upon official business takes place shall be open to the public.

(b) Executive Session. Notwithstanding the foregoing, any public body may conduct an Executive Session, provided that all of the requirements of Ohio Revised Code Section 121.22, as amended, are met. An Executive Session may be conducted solely to discuss but not act upon any of the matters set forth in Ohio Revised Code Section 121.22 (G), as amended, and no other matters may be discussed or acted upon.

Prior to conducting an Executive Session, the public body shall, at a public meeting of that body, adopt a motion to go into Executive Session, stating the specific matter(s) to be discussed and stating that no other matters shall be discussed. The motion shall be approved by a majority of members present, by roll call vote, with a quorum being present. The agenda

for the meeting at which an executive session is to be conducted shall state the intent to conduct an executive session and name the matter(s) to be discussed.

Section 5: Notice Requirements

(a) Schedule of Governing Board and Committee Meetings. The Fiscal Officer shall post on CUE's website and make available to the public a list of the dates, times, and locations of the meetings of the Governing Board and any committees thereof.

(b) Publication of Notice and Agenda for Meetings. Not later than the close of business on the second business day prior to each Governing Board or committee meeting, the Secretary shall post the meeting notice and agenda for the meeting and supporting information from the packets of information prepared on CUE's website.

(c) Emergency Meetings. The Governing Board, its committees, and other public bodies may conduct emergency or special meetings with less notice than that specified in Section 5(b) of this policy. Such meetings shall be publicized in the same way as other meetings of the same public body and the meeting notice and agenda shall also be sent to news media organizations who have requested this information. A meeting may be held with less than twenty-four (24) hours' notice only when (A) there is an emergency that requires immediate official action, (B) the notice and agenda for the meeting state the nature of the emergency, and (C) matters related to the emergency are the only matters discussed at the meeting.

(d) Minutes. Minutes shall be kept at all public meetings and maintained as public records. Minutes of all meetings shall be available to the public and posted on the appropriate page of CUE website when approved by the Governing Board. The minutes of all public meetings shall include the following:

- the name of the organization conducting the meeting;
- that location, date, and time that the meeting started and the time that the meeting adjourned;
- a presentation of the events of the meeting that included all matters discussed and all actions taken, including amendments and procedural actions;
- a summary of all votes taken, including a description of the question that was considered, the results of the vote, and the vote of each member.

(e) Advance Notice Available to News Media. The Secretary shall provide to any news organization, upon request, information including the date, time, location, and agenda of any special or emergency meeting of that public body. The Secretary shall establish a procedure, consistent with Section 121.22 of the Ohio Revised Code, for news media to apply to receive this information on an ongoing basis.

SCHEDULE 1

Initial Political Subdivisions Eligible to Join CUE

**AGREEMENT ESTABLISHING THE COMMUNITY UNIVERSITY EDUCATION
PURCHASING REGIONAL COUNCIL OF GOVERNMENTS**

among

and

and

Dated as of _____, 2022

ROETZEL & ANDRESS
A LEGAL PROFESSIONAL ASSOCIATION

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**AGREEMENT ESTABLISHING THE COMMUNITY UNIVERSITY EDUCATION
PURCHASING REGIONAL COUNCIL OF GOVERNMENTS**

This **AGREEMENT ESTABLISHING THE COMMUNITY UNIVERSITY EDUCATION PURCHASING REGIONAL COUNCIL OF GOVERNMENTS** (this “Agreement”) is entered into among the _____, a _____ duly organized and validly existing under the laws of the State of Ohio (“[MEMBER1]”), _____, a _____ duly organized and validly existing under the laws of the State of Ohio (“[MEMBER2]”) and _____, a _____ duly organized and validly existing under the laws of the State of Ohio (“[MEMBER3]”) under the circumstances described below:

A. Pursuant to Section 167.01 of the Revised Code, the governing bodies of any two or more counties, municipal corporations, townships, special districts, or other political subdivisions may enter into an agreement with each other for the establishment of a regional council consisting of such governmental units.

B. [MEMBER1], [MEMBER2] and [MEMBER3] (collectively, the “Cooperative Parties”) desire to enter into this Agreement to establish a regional council of governments for the purposes of obtaining quality merchandise, materials and services at lower cost through pooled purchasing and competitive bidding.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is acknowledged, the Cooperative Parties hereto agree and bind themselves as follows.

ARTICLE I. DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms elsewhere defined in this Agreement, each capitalized word or term used herein shall have the following meaning, unless the context or use indicates another or different meaning or intent, and those definitions shall be equally applicable to both the singular and plural forms of any of the words and terms so defined:

“Act” means Chapter 167 of the Revised Code, as enacted and amended.

“Agreement” means this Agreement Establishing the Community University Education Purchasing Regional Council of Governments, as amended or supplemented from time to time.

“Bylaws” means the Bylaws of the Council adopted by the Governing Board of the Council pursuant to Section 167.04 of the Act and Section 6.2 of this Agreement.

“Cooperative Parties” means collectively, [MEMBER1], [MEMBER2] and [MEMBER3].

“Council” or means the Community University Education Purchasing Regional Council of Governments.

“CUE” means the Council.

“Governing Board” means the Governing Board of the Council established in Section 3.1 of this Agreement.

“Legislative Authority” means, as applicable, the council, board of trustees, board of directors or any other board or council acting as a legislative authority of a Member.

“Member” means municipal corporations, townships, counties, universities, colleges, special districts, or other political subdivisions admitted to membership to the Council in accordance with this Agreement and the Bylaws, initially the Cooperative Parties.

“Representative” means the representative of the Member appointed pursuant to Section 3.1 of this Agreement.

(End of Article I)

ARTICLE II. MEMBERSHIP AND REPRESENTATION

Section 2.1. Council. Pursuant to the Chapter 167 of the Act and this Agreement, the Cooperative Parties hereby establish a regional council of governments, which shall be known as the Community University Education Purchasing Regional Council of Governments (the “Council” or “CUE”). Members of the Council shall include the Cooperative Parties and any other political subdivision admitted as a Member pursuant to the terms of this Agreement or the Bylaws (an “Additional Member”).

Section 2.2. Rights of Members. Except for the rights specifically granted to Members as Reserved Powers, the sole right of the Members shall be to appoint and remove its Representatives to the Governing Board in accordance with the Bylaws. The Members hereby authorize the Governing Board to exercise all of the rights and privileges of the Members regarding management and operation of the Council.

Section 2.3. Reserved Powers. The following powers (the “Reserved Powers”) shall be effective only upon the approval of the Legislative Authority of all of the Members:

- (a) Adopting or amending this Agreement.
- (b) Approving any merger, consolidation or reorganization of the Council.
- (c) Terminating the Council

Section 2.4. Withdrawal of Members. Any Member may withdraw from the Council by formal action of the Legislative Authority of that Member and upon 30 days notice to the Council after such action. Such withdrawal shall be effective no more than 90 days after notice of such withdrawal is received by the Council, such effective date to be determined by resolution of the Council.

Section 2.5. Liability of Members. The Members shall not be liable for the debts, expenses, liabilities or other obligations of the Council, except to the extent of the Member’s financial contributions to the Council.

Section 2.6. Duration. The Council shall become effective on the date of this Agreement first written above, and its existence shall be perpetual, unless and until the Council is terminated pursuant to this Agreement.

(End of Article II)

ARTICLE III.
MANAGEMENT

Section 3.1. Governing Board. Except as otherwise provided in this Agreement, the powers of the Council shall be exercised by and under the direction of the Governing Board. The Governing Board shall consist of the Representatives of the Members. The Members hereby appoint the following individuals as the initial Representatives:

- (a) [MEMBER1] – _____
- (b) [MEMBER2] – _____
- (c) [MEMBER3] – _____

Section 3.2. Additional Members. Representation of Additional Members admitted to the Council shall be determined in accordance with the Bylaws. If the Bylaws fail to establish a method for determining such Representative, the Representative of the Additional Member shall be the individual appointed by formal action of the Legislative Authority of the Additional Member.

(End of Article III)

ARTICLE IV. PURPOSE

: The Purpose of the Council is to obtain quality merchandise, materials and services for its Members at lower cost through pooled purchasing and competitive bidding. In furtherance thereof, the Council shall take the following actions to accomplish its general purposes:

(i) To select items of common use where lower prices may be obtained through pooled purchasing than can be obtained by members acting independently.

(ii) To prepare requests for competitive quotations containing terms, conditions, and specifications for submitting to prospective vendors.

(iii) To prepare conservatively and submit promptly, estimates of quantities of merchandise needs, to the product committees when requested, for use in soliciting quotations. Purchases during an agreement term by any Member shall be no less than those percentages noted in the given agreement for the given commodity purchase in accordance with the bidding documents.

(iv) To cooperate with vendors to hold their costs at a minimum.

(End of Article IV)

ARTICLE V.
POWERS OF THE COUNCIL

Section 5.1. Powers. The Council shall have all of the powers granted to regional council of governments under the Act as amended from time to time, including, but not limited to Section 167.03(A) and (B) of the Act.

Section 5.2. Additional Powers. In addition to the powers described in Section 5.1 of this Agreement, the Council may, by appropriate action of the Legislative Authority of the Members, perform such other functions and duties as are performed or capable of performance by the Members and necessary or desirable for dealing with mutual cooperative bidding or purchasing issues.

Upon approval of the Legislative Authority of each Member of this Agreement, the Council shall have the following additional powers:

- (a) Acquire by purchase, lease, gift, or otherwise, on such terms and in such manner as it considers proper, real and personal property, including any intellectual property rights, or any estate, interest, or right therein.
- (b) Fix, alter, impose, collect and receive service and user fees, rentals, and other charges from Members.
- (c) Employ such employees as may be appropriate in the exercise of the rights, powers and duties conferred upon it, prescribe the duties and compensation for such persons, require bonds to be given by any such persons and by officers of the authority for the faithful performance of their duties, and fix the amount and surety therefor; and pay the same.
- (d) Make and enter into all contracts and agreements and execute all instruments relating to the authorized purposes of the Council.
- (e) Apply for and accept grants, loans or commitments of guarantee or insurance, from the United States, the state, or other public body or other sources, and provide any consideration which may be required in order to obtain such grants, loans or contracts of guarantee or insurance.

Section 5.3. Limitation on Powers. In compliance with Section 167.03(D) of the Revised Code, the powers granted to the Council under this Agreement shall not displace any existing municipal, county, regional, or other planning commission or planning agency in the exercise of its statutory powers.

(End of Article V)

ARTICLE VI.
MEETINGS, VOTING AND PROCEDURES

Section 6.1. Regular Meetings. The Governing Board shall hold a minimum of four meetings annually, one of which shall be designated as the annual meeting (the “Annual Meeting”).

Section 6.2. Bylaws. The manner in which the Governing Board shall act and the procedures used by the Governing Board for the management and conduct of the Council shall be set forth in the Bylaws. The Governing Board shall adopt the Bylaws at the first meeting of the Council. Such Bylaws shall be consistent with this Agreement and shall provide for:

- (a) Notice of meetings to its Members and the general public as required by Section 121.22 of the Revised Code.
- (b) The number of members of the Governing Board necessary to constitute a quorum at any meeting of the Governing Board.
- (c) The nomination, qualification, powers, duties and terms of officers of the Council and the method of selection thereof. The Governing Board shall elect such officers at the Annual Meeting.
- (d) Appointment of a fiscal officer (the “Fiscal Officer”) of the Council, who may hold any other office or employment with the Council. The Fiscal Officer shall receive, deposit, invest and disburse the funds of the Council in the manner authorized by the Bylaws or other appropriate action of the Council. The Fiscal Officer shall also make an annual report of the activities of the Council to the Members in compliance with Section 167.06(C) of the Revised Code.
- (e) A provision requiring the Governing Board to adopt an annual budget.

Section 6.3. Voting. Any vote taken at a meeting of the Governing Board where a quorum is present shall require only a simple majority of the Governing Board present to affirm passage of an issue, resolution or action, except a motion to amend the Bylaws, which shall require a unanimous vote of the full membership of the Governing Board.

(End of Article VI)

ARTICLE VII.
FINANCIAL SUPPORT

Section 7.1. Funding. The Legislative Authority of the Members may appropriate funds to meet the expenses of the Council. Services of personnel, use of equipment, and office space and other necessary services may be accepted from Members as part of their financial support.

Section 7.2. Contributions of Additional Members. Any Member admitted to this Council as an Additional Member shall make a contribution of such funds, grants, gifts or services as approved by the Governing Board.

(End of Article VII)

ARTICLE VIII.
MISCELLANEOUS

Section 8.1. Extent of Agreements; No Personal Liability. All obligations and agreements of the Members of the Council contained in this Agreement are and shall be deemed obligations and agreements of the Members of the Council. No obligation or agreement of any present or future officer, agent or employee of the Members of the Council in other than that person's official capacity. No officer, agent or employee of the Members of the Council shall be subject to personal liability or accountability by reason of this Agreement.

Section 8.2. Binding Effect. This Agreement shall inure to the benefit of the Cooperative Parties and shall be binding upon the Cooperative Parties, subject, however, to the conditions contained herein.

Section 8.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Signatures delivered by facsimile or electronic means shall be treated as original signatures.

Section 8.4. Governing Law. This Agreement shall be deemed a contract made under the laws of the State of Ohio and for all purposes shall be governed and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Cooperative Parties have caused this Agreement to be executed in their respective names and capacities by their duly authorized officers, all as of the date first written above.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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POLICE DEPARTMENT MEMORANDUM

To: Amy Wilkens, Clerk of Council
From: Nicholas Shearer, Police Chief
Date: August 3, 2022
Item: 5.2. - Retention Bonus Grant (Chief Shearer)

Summary: I have received word from the Ohio Office of Criminal Justice Services that our department was awarded grant funding through the Ohio Violent Crime Reduction Grant Program in the amount of \$376,771.20 to pay our sworn officers and dispatchers a 10% bonus. The bonus will be paid in two installments, one upon receipt of the money and one in June of 2023. I am requesting council approval to accept this grant funding. There is no match from the city, all funds paid to employees will be from the grant.

Prepared by: Nicholas Shearer, Police Chief

Attachments: 1. Memorandum (2)



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From: Nick Shearer, Police Chief
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Prepared by: Nick Shearer, Police Chief

Attachments: None



POLICE DEPARTMENT MEMORANDUM

To: Amy Wilkens, Clerk of Council
From: Nicholas Shearer, Police Chief
Date: August 3, 2022
Item: 5.3. - Body Armor Grant (Chief Shearer)

Summary: I was notified that we were approved for our final request for funds through the 2022-2023 Ohio Law Enforcement Body Armor Program in the amount of \$801.43. This award takes us to the maximum amount possible (40,000) to be paid to an agency since the program began in 2018. I am requesting council approval to accept this final award amount to pay for one ballistic vest. The program requires a 25% match from the city, but because we are at the maximum amount, we will have to pay approximately 27% of the cost.

Prepared by: Nicholas Shearer, Police Chief

Attachments: 1. Memorandum (3)



POLICE DEPARTMENT MEMORANDUM

To: Amy Wilkens, Clerk of Council
From: Nick Shearer, Police Chief
Date: August 3, 2022
Item: 6.3. - Body Armor Grant (Chief Shearer)

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Prepared by: Nick Shearer, Police Chief

Attachments: None



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
Hope Jones, City Law Director
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: July 26, 2022
Re: Request for Ordinance Certifying Delinquent City Utility Debtors to Portage County

In October of 2012 Kent City Council approved Ordinance 2012-110 amending Sections 913.07, 915.72, 921.24 and 935.14 of the Kent Codified Ordinances allowing for the certification of delinquent water use charges, wastewater use charges, storm water utility charges and recycling/solid waste collection charges to the County Auditor to be placed as a tax lien on the real property that generated the delinquent charges. This action aligned the City's possible enforcement remedies for the above listed "Utility Billing Charges" with already existing "housekeeping authority" for other City code enforcement violations and special assessments.

In continuation of this practice I am respectfully requesting City Council authorization for an ordinance certifying the attached list of delinquent and otherwise uncollectable Utility Billing Accounts to the County Auditor in order to allow for the placement of the certified amount on the real property tax list and duplicate against the property served by the non-payment of utility bills, and declaring an emergency.

A request for City Council approval of a separate ordinance to provide certification of listings for non-Utility Billing outstanding delinquent debts is also being submitted under separate cover. The County has indicated that separate ordinances are required in order to separate their remittance of collected amounts so that City revenue accounting entries can be made to the appropriate funds.

If we receive payment, or a request for a payment plan, of any of the above delinquent items by August 31, 2022, the individual will be removed from the final list submitted to the Portage County Auditor on September 1, 2022.

Thank you in advance for your support and assistance in this matter.

930 OVERHOLT RD., KENT, OH 44240
(330) 678-8102 – Director and General Accounting
(330) 678-8103 Income Tax (330) 678-8104 Utility Billing FAX (330) 676-7584

City of Kent: Delinquent Fines and Unpaid Fees Dept - Utility Billing

Owner Name	Address	Parcel #	Amount	Date Delinquent	Description of Fine/unpaid fee	Loc. ID
1763 Property Group, LLC	1763 E Main	17-022-00-00-063-000	\$ 45.74	10/15/2021	water/sewer	60540
Abdo, Matt	561 E School	17-013-20-00-294-000	63.26	12/7/2021	water/sewer	5409-49150
Adams, David	730 Mae	17-014-10-00-031-000	51.65	5/16/2022	water/sewer	22455-31240
Badraik, Mohsen	1228 Garth	17-028-2000-097-000	78.63	6/15/2021	water/sewer	42060
Begue, Lynette	320 McKinney	17-043-20-00-029-000	31.77	10/25/2021	water/sewer	85642
Bixenstein, V. Edwin	407 Wilson	17-023-10-00-024-000	7.60	1/14/2022	water/sewer	14111-64270
Boyer, Don	399 Garrett	17-027-10-00-080-000	77.89	12/7/2021	water/sewer	3655-45450
Boyer, Don	375 Irma	17-027-10-00-108-000	38.98	2/15/2022	water/sewer	6703-81160
Carbone, Laura (Deceased)	242 Lake	17-031-22-00-151-000	86.53	8/25/2021	water/sewer	69190
Constellation Ohio, LLC	1588 E Summit	17-004-00-00-006-015	48.06	7/19/2021	water/sewer	85588
Delta Bravo Properties, LLC	313 Woodard	17-030-20-00-032-000	66.57	9/13/2021	water/sewer	58400
Delta Bravo Properties, LLC	309 Woodard	17-030-20-00-032-000	96.60	10/25/2021	water/sewer	58380
Downing, Katherine	1110 Middlebury	17-009-10-00-017-000	142.07	10/25/2021	water/sewer	23560
Frampton, Mike	437 Longmere	17-026-20-00-023-000	111.29	5/16/2022	water/sewer	45617-17440
Fritz, Lawrence	715 E Main	17-023-10-00-199-000	91.08	12/7/2021	water/sewer	17275-63070
Garrett Townhomes	429 Garrett	17-027-10-00-085-000	64.60	11/25/2021	water/sewer	45983-45500
Hansford, Robert	416 Earl	17-025-10-00-081-000	40.71	1/28/2022	water/sewer	30469-58110
Hansford, Robert	306 N Mantua	17-025-10-00-081-000	184.89	1/28/2022	water/sewer	23997-34470
Harper, Sandy	904 Stonewater	17-029-20-00-009-007	31.77	11/15/2021	water/sewer	46701-87408
Helfinstine, Shannon	1409 Loop	17-004-00-00-006-012	24.70	8/25/2021	water/sewer	85490
Hillebrecht, Luke	203 E Williams	17-013-10-00-037-000	81.05	7/19/2021	water/sewer	49590
Hollis, Diane	221 Valleyview	17-006-11-00-032-000	162.48	9/13/2021	water/sewer	32260
Hornyak, Frank	124 Crain	17-031-22-00-207-000	42.28	9/13/2021	water/sewer	66780
Hornyak, Frank	124 Brady	17-024-20-00-076-000	31.06	11/15/2021	water/sewer	48685-66180
Husseini Yusef	115 E Hall	17-013-20-00-010-000	106.78	3/4/2022	water/sewer	49629-49330
Johnson, Mark	1181 Norwood	17-010-60-00-040-000	38.22	10/25/2021	water/sewer	21510
Kelley, Dorothy	319 Robert	17-043-10-00-010-000	30.15	4/15/2022	water/sewer	9413-77490
Kirschenmann, Curtis	239 Cherry	17-007-10-00-081-000	70.22	4/15/2022	water/sewer	49883-6700
Leblanc, Kim	1012 Kevin	17-044-10-00-024-000	67.12	8/10/2021	water/sewer	77060
Lindsey Jr, Robert	1541 Franklin	17-007-20-00-006-000	110.56	12/27/2021	water/sewer	46865-10340
Lynydol, Louk	1245 Denise	17-028-10-00-103-000	51.60	6/15/2021	water/sewer	42470
McKeown, Michael	647 S Water	17-013-20-00-009-000	357.07	11/15/2021	water/sewer	45915-1200
Muscatleb, Joseph	307 N Lincoln	17-024-33-00-063-000	855.31	10/25/2021	water/sewer	63270
Paigemax Development	438 E Summit	17-013-10-00-093-001	101.26	10/25/2021	water/sewer	27560
PayPay Properties, LLC	614 Fairchild	17-030-20-00-055-000	67.36	2/15/2022	water/sewer	46023-86646
PayPay Properties, LLC	618 Fairchild	17-030-20-00-055-000	60.58	2/15/2022	water/sewer	46023-57550
Plymale, Shands	759 Akron	17-009-20-00-021-000	229.54	11/15/2021	water/sewer	16385-22980
Prosen, Angela	621 N Willow	17-031-22-00-109-000	57.86	11/15/2021	water/sewer	47907-67330
Regula, Lis	1433 Cedar	17-007-10-00-056-000	282.93	4/15/2022	water/sewer	39871-8380
RHS Development C/o Chris Smeil	431 Wolcott	17-030-10-00-049-000	43.24	10/25/2021	water/sewer	51740
Schmidt, David	927 Meloy	45-004-00-00-025-000	22.02	9/13/2021	sewer	2051
Shannon, Linn	715 Paulus	17-011-20-00-031-000	64.89	7/19/2021	water/sewer	16290
Skymount Solutions, INC.	1687 Olympus	17-004-00-00-027-003	55.35	7/19/2021	water/sewer	27979
Stephanopoulos, George	1575 Athena	17-007-00-00-006-013	18.61	7/19/2021	water/sewer	85538
Vanags, John	1017 N Mantua 1	17-031-10-00-045-000	40.78	5/16/2022	water/sewer	10737-35425
Vonstein, Heidi	1420 Franklin	17-007-10-00-088-002	122.32	9/13/2021	water/sewer	10820
Waller, Wendy	147 Lake	17-031-21-00-010-000	179.87	8/25/2021	water/sewer	68770
Watkins, David	419 Rockwell	17-00-220-00-140-000	32.24	10/25/2021	water/sewer	57790
Wemyss, Bruce	132 Linden	17-023-10-00-204-000	298.46	9/27/2021	water/sewer	63940
Wright, Michael	344 Dodge	17-012-20-00-217-000	1,209.07	1/28/2022	water/sewer	39273-8180
TOTAL			<u>\$ 6,274.67</u>			



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
Hope Jones, City Law Director
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: July 26, 2022
Re: Request for Ordinance Certifying Delinquent Non-Utility Debtors to Portage County

Rhonda Hall

Annually Kent City Council receives listings of unpaid delinquent mowing bills, property maintenance violations-citations, zoning violations-citations, and other code enforcement violations and health department violations-citations to be placed as a tax lien on the real property that generated the delinquent charges.

In continuation of this annual "housekeeping practice" I am respectfully requesting City Council authorization for an ordinance certifying the attached list of delinquent and otherwise uncollectable fines/fees to the County Auditor in order to allow for the placement of the certified amount on the real property tax list and duplicate against the property served by the non-payment of various code enforcement actions, and declaring an emergency.

A request for City Council approval of a separate ordinance to provide certification of listings for Utility Billing outstanding delinquent debts is also being submitted under separate cover. The County has indicated that separate ordinances are required in order for us to distinguish their remittance of collected amounts in a way that will enable City revenue accounting entries to the appropriate funds.

If we receive payment, or a request for a payment plan, of any of the above delinquent items by August 31, 2022, the individual will be removed from the final list submitted to the Portage County Auditor on September 1, 2022.

Thank you in advance for your support and assistance in this matter.

Owner Name	Address	Parcel Number	Amount	Date(s) Incurred	Description
KIERSTEAD MARGARET ROS	1039 Davey	17-032-10-00-065-000	\$ 340.00	5/4/22	551.01 grass
COOPER MARY L (TOD) (MAF	331 W Elm	17-012-20-00-098-000	335.00	5/10/22	551.01 grass
LEADER HOMES LLC	928 Franklin	17-012-20-00-085-000	900.00	4/6/22, 5/23/22	1103.11b oper rooming house
PROCHASKA BRIAN J	1157 Hampton	17-010-20-00-040-000	340.00	5/27/22	551.01 grass
MILLER FRANCIS J	546 Harris	17-008-10-00-004-000	300.00	5/23/22	1367.01a unlic. rental
CONSTELLATION OHIO LLC	210 Highland	17-024-34-00-019-000	150.00	10/25/21	521.13 upholstered furniture
HERSHBERGER CHERYL R	437 Longmere	17-026-20-00-023-000	344.00	6/1/22	551.01 grass
BLUESTAR LLC	602 Longmere	17-010-03-00-096-000	1,925.00	7/2/21,10/28/21,5/10/22	551.01 grass
LOVE DENNIS A	740 W Main	17-026-20-00-065-000	317.10	6/8/22	1414.01 trash
PRUSZYNSKI ALEK	920 W Main	17-026-20-00-007-000	311.50	3/25/22	1414.01 trash
TROMCZYNSKI MARLENE A	925 W Main	17-026-10-00-013-000	317.02	4/28/22	1414.01 trash
GUSKA MATTHEW J	134 E Oak	17-013-20-00-075-000	9,300.00	1/12/21, 3/1/21, 4/1/21, 5/3/21, 6/8/21, 7/28/21, 9/2/21, 10/7/21, 11/9/21, 12/14/21,	1367.01(a) unlic. rental; 1315.01 work w/o permit
KOOGLE KEVIN W & LUCY E	519 Park	17-025-10-00-098-000	300.00	8/16/21	769.02 yard sale duration
AHMAD BASSAM	1110/1112 Silver Meadow	17-028-10-00-116-000	344.00	6/1/22	551.01 grass
SWEENEY PAUL D II	1062 Graham	17-041-10-00-031-000	2,025.00	8/26/20, 10/1/20, 11/2/20, 12/2/20, 1/5/51, 2/23/21, 3/25/21, 4/26/21, 5/26/21, 6/28/21	1367.01a unlic. rental
SWEENEY PAUL D II	543 E School	17-013-20-00-289-003	2,025.00	8/26/20, 10/1/20, 11/2/20, 12/2/20, 1/5/51, 2/23/21, 3/25/21, 4/26/21, 5/26/21, 6/28/21	1367.01a unlic. rental
BROWN TREVOR C & DORIE	627 Yacavona	17-009-20-00-042-000	344.00	6/14/22	551.01 grass
CONSTELLATION OHIO LLC	210 Highland	17-024-34-00-019-000	1,800.00	11/16/20, 12/16/20	1367.01a unlic. rental
CONSTELLATION OHIO LLC	1588 E Summit	17-004-00-00-006-015	1,800.00	11/16/20, 12/16/20	1367.01a unlic. rental
CONSTELLATION OHIO LLC	1592 E Summit	17-004-00-00-006-015	1,800.00	11/16/20, 12/16/20	1367.01a unlic. rental
CONSTELLATION OHIO LLC	1400 Vine	17-006-12-00-008-000	1,800.00	11/16/20, 12/16/20	1367.01a unlic. rental
CONSTELLATION OHIO LLC	1402 Vine	17-006-12-00-008-000	1,800.00	11/16/20, 12/16/20	1367.01a unlic. rental
CONSTELLATION OHIO LLC	508 N Willow	17-031-22-00-123-000	1,800.00	11/16/20, 12/16/20	1367.01a unlic. rental
SM DICKERSON LLC	752 Cuyahoga	17-030-20-00-066-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
SM DICKERSON LLC	476 Needham	17-043-30-00-043-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M NIGHMAN LLC	330 College Ct	17-024-40-00-093-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M NIGHMAN LLC	1150A Leonard Blvd	17-010-30-00-034-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M NIGHMAN LLC	1150B Leonard Blvd	17-010-30-00-034-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M NIGHMAN LLC	1160 Leonard Blvd	17-010-30-00-033-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M NIGHMAN LLC	311A E Summit St	17-024-40-00-075-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M POULTON LTD	326 E College Ct	17-024-40-00-094-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M POULTON LTD	333 E College Ct	17-024-40-00-092-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M POULTON LTD	1086 Leonard Blvd	17-010-30-00-044-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M TEMPLETON LTD	244A Columbus	17-024-34-00-069-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M TEMPLETON LTD	244B Columbus	17-024-34-00-069-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M TEMPLETON LTD	1015 Leonard	17-010-80-00-009-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M TEMPLETON LTD	243 E Summit Down	17-024-40-00-072-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
S M TEMPLETON LTD	243 E Summit Up	17-024-40-00-072-000	2,700.00	8/26/20,10/9/20, 11/9/20, 12/9/20	1367.01a unlic. rental
Total to Port Co.			\$71,217.62		

City of Kent: Delinquent Fines/Unpaid Fees: Dept of Health 2022

Address	Parcel Number	Owner Name	Complaint Number	Date Fine Issued	Amount Due
120 E School	17-013-20-00-156-000	Craig Murgatroyd	21-35	5/21/2021	\$ 20.00
540 S Depeyster	17-013-10-00-015-000	Hexham LLC	21-58	9/3/2021	40.00
506 S Lincoln	17-013-10-00-092-000	Terry Hronek	21-67	10/1/2021	60.00
535 S Lincoln	17-013-10-00-105-000	County Kent Properties	21-68	10/1/2021	40.00
648 Woodside	17-031-22-00-063-000	Tyler Peacock	21-69	10/5/2021	80.00
719 Akron Blvd	17-009-20-00-010-003	Rahmani Mostafa	21-81	12/10/2021	160.00
735 Akron Blvd	17-009-20-00-014-000	Edward Thur	21-82	12/10/2021	60.00
403 Louise	17-027-10-00-141-000	Constellation Ohio	22-25	3/21/2022	60.00
1660 Olympus	17-004-00-00-019-000	Sanj Verma	22-37	4/21/2022	40.00
911 Walnut	17-012-20-00-073-000	John Schassar	22-68	6/2/2022	60.00
Updated 7/7/22				Total	<u>\$ 620.00</u>



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
Hope Jones, City Law Director
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: July 26, 2022
Re: Request for Ordinance Certifying Unpaid Concrete Sidewalk/Street Rehabilitation Bills to Portage County

City of Kent Codified Ordinance 521.06 allows for the certification of unpaid property owner billings for sidewalk/street repairs to the County Auditor to be placed as a lien on the real property that generated the unpaid expenses. This action aligns with the City's financial enforcement remedies for City code enforcement violations, unpaid utility bills, and special assessments. Unpaid Sidewalk/Street Repair Bills, when applicable, are a part of these annual "housekeeping actions" to collect outstanding monies that are owed to the City.

In continuation of this practice I am respectfully requesting City Council authorization for an ordinance certifying the attached list for the 2021 Annual Concrete Repair Programs of Unpaid Concrete Sidewalk Repair Accounts and the 2021 Harris Street Rehabilitation of Unpaid Street Rehabilitation Program to the County Auditor in order to allow for the placement of the certified amount on the real property tax list and duplicate against the property having had required sidewalk repairs, and declaring an emergency.

The County has indicated that separate ordinances are required in order to separate their remittance of collected amounts so that City revenue accounting entries can be made to the appropriate funds.

If we receive payment, or a request for a payment plan, of any of the above delinquent items by August 31, 2022, the individual will be removed from the final list submitted to the Portage County Auditor on September 1, 2022.

Thank you in advance for your support and assistance in this matter.

930 OVERHOLT RD., KENT, OH 44240
(330) 678-8102 – Director and General Accounting
(330) 678-8103 Income Tax (330) 678-8104 Utility Billing FAX (330) 676-7584

2021 ANNUAL CONCRETE REPAIR PROGRAM

Ohio Revised Code 715.261

Kent Codified Ordinance 521.06

	PARCEL I.D. #	ADDRESS	PROPERTY OWNER	AMOUNT
1	17-042-10-00-022-000	416 Needham Ave.	Joseph & Kaitlin Detmer	\$ 176.40
2	17-042-10-00-030-000	437 Needham Ave.	John A. Nehrer	470.40
3	17-042-10-00-029-000	443 Needham Ave.	Elizabeth Peterson	946.68
4	17-042-10-00-027-000	446 Needham Ave.	Jeremy & Camille Strain	452.76
5	17-043-30-00-068-000	455 Needham Ave.	Michelle Geisinger	511.56
6	17-043-30-00-063-000	479 Needham Ave.	Theresa Voneida	494.29
7	17-043-30-00-044-000	482 Needham Ave.	Joseph Snyder	345.45
8	17-043-30-00-045-000	486 Needham Ave.	Jacquelyn Lovelace	191.10
9	17-043-30-00-060-000	487-489 Needham Ave.	David Russell	2,940.00
10	17-043-30-00-058-000	507 Needham Ave.	Paul & Penny Young	2,375.52
11	17-043-30-00-053-000	518 Needham Ave.	Edward & Mary Klasa	604.17
12	17-043-30-00-054-000	522 Needham Ave.	Timothy Oberholtzer	706.34
13	17-025-10-00-042-000	415 Earl Ave.	Joel A. McAdams	566.54
14	17-025-10-00-087-000	452-454 Earl Ave.	Janet M. Hayes	143.33
15	17-025-10-00-035-000	505 Earl Ave.	Maxim & Irina Dzero	341.04

TOTAL \$11,265.58

2021 HARRIS STREET REHABILITATION

Ohio Revised Code 715.261
Kent Codified Ordinance 521.06

	PARCEL I.D.	ADDRESS	PROPERTY OWNER	AMOUNT
1	17-012-20-00-199-000	249 Harris St.	Marcus Wright	\$ 726.44
2	17-012-20-00-226-000	321 Harris St.	Jeremy Yonker & Eva Heckert	707.35
3	17-007-10-00-029-000	332 Harris St.	M & L Hurd Rentals LLC	475.45
4	17-012-20-00-224-000	333 Harris St.	Vernon & Carla Bachtel	1,928.35
5	17-012-20-00-244-000	439 Harris St.	Ian Slaymaker & Tara Goode	848.12
6	17-012-20-00-255-000	515 Harris St.	Harry & Jacquie Dukes	450.00
7	17-008-10-00-002-000	532 Harris St.	Michael Carver, Jr.	250.00
8	17-008-10-00-003-000	540 Harris St.	Lashelle R. Corsi	290.00
9	17-008-10-00-004-000	546 Harris St.	Francis J. Miller	455.00
10	17-011-20-00-005-000	551 Harris St.	Holly Bloom	400.00
11	17-007-10-00-044-000	vacant land	Robert & Linda Johnstone	525.00

\$7,055.71



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: July 25, 2022
Re: FY2022 Appropriation Amendment #5

The following appropriation amendments for the August Council Committee Agenda are hereby requested:

Fund 001 – General

Increase	\$	25,000	Comm Develop / Other (O&M) – Appropriation for Staffing Agency for Development Planner position per B. Susel 7/25/22 memo.
Decrease		(25,000)	Comm Develop / Personnel & Benefits – Reduce appropriation for the reduction of salaries and benefits and move to O&M for temp staffing per B. Susel 7/25/2022 memo.
Increase		2,500	Comm Develop / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.
Increase		3,500	Shade Tree / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.

Fund 102 – SCMR

Increase	\$	150,000	SCMR / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.
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Fund 106 – Parks & Rec

Decrease	\$	5,000	Parks & Rec / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.
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Fund 124 – Income Tax Safety

Increase	\$	35,000	Income Tax Safety / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.
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Fund 128 – Fire & E.M.S.

Increase	\$	19,000	Fire & EMS / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.
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Fund 201 – Water

Increase	\$	15,000	Water / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.
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Fund 202 – Sewer

Increase	\$	18,000	Water / Other (O&M) – Appropriation for additional funding for fuel per B. Huff 7/19/22 memo.
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Continued

Fund 301 – Capital

Increase	\$	35,000	Capital / IT – Appropriate for setup and implementation of a Backup Datacenter at the Involta Datacenter per N. Cecil 7/7/2022 memo.
Increase		50,000	Capital / IT – Appropriate for purchase and setup of Microsoft Office 365 Government G5 per N. Cecil 7/7/2022 memo.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 3, 2022

TO: Rhonda Hall, Budget & Finance Director

FROM: Bridget Susel, Community Development Director 

RE: Appropriations Request: Ryan Alternative Staffing

The Development Planner position has been vacant since May 2, 2022. The civil service process for filling the position was utilized and an offer was made and accepted by a candidate. Unfortunately, two weeks before the candidate was scheduled to begin work, he notified the City he was no longer interested in the position. The Community Development Department has hired a temporary paid intern to handle some of the duties of the Development Planner until a permanent employee can be hired to fill the position.

I am respectfully requesting that a total of \$25,000.00 be re-appropriated from the below listed payroll lines and assigned to line 001.04.540.401.7340 (Professional Services) as follows:

\$21,500 (wages)
\$ 3,000 (PERS)
\$ 500 (Medicare)
\$25,000

Please let me know if you need any additional information in order to have this item added to the Council Committee meeting agenda for August 3, 2022.

Thank you.



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE

To: Rhonda Hall, CPA, Director of Budget and Finance

From: Brian Huff, CPA, Controller

Date: July 19, 2022

Re: Appropriation Amendments Needed

An amendment to appropriations in various departments is needed for spiked fuel costs.

I am requesting the following additions to the 7280 fuel lines in the following departments

(CD) 001-04-540-401-7280	\$2,500
(Shade Tree) 001-05-560-405	\$3,500
(Vehicle/Central Maint.) 102-05-560-602	\$150,000
(Parks and Rec) 106-03-530-301	\$5,000
(Police) 124-01-510-102	\$35,000
(Fire) 128-01-510-108	\$18,000
(Comm. Ser. Fire) 128-01-510-109	\$1,000
(Water Cent. Maint.) 201-05-550-605	\$15,000
(Wastewater Plant) 202-05-550-503	\$14,000
(Wastewater Cent. Maint.) 202-05-550-605	\$4,000

Thanks for your attention to this matter.

Brian Huff, Controller

930 OVERHOLT RD., KENT, OH 44240
(330) 678-8102 – Director and General Accounting
(330) 678-8103 Income Tax (330) 678-8104 Utility Billing FAX (330) 676-7584



CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Rhonda Hall
From: Nicholas Cecil, IT & Communications Manager
Date: 7/7/2022
Re: Involta Backup Datacenter

Rhonda,

I am requesting the appropriation of \$35,000 into 301-09-570-728.7680 for setup and implementation of a Backup Datacenter at the Involta Datacenter. This will provide The City with proper failover, redundancy, and restore times necessary for Cyber Security Insurance.

Thank you,
Nicholas Cecil



CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Rhonda Hall
From: Nicholas Cecil, IT & Communications Manager
Date: 7/7/2022
Re: Microsoft Office 365 Government

Rhonda,

I am requesting the appropriation of \$50,000 into 301-09-570-728.7680 for the purchase and setup of Microsoft Office 365 Government G5. This will allow The City to become compliant with Office Desktop App licensing and migrate our email and cloud storage systems to a platform that meets the necessary compliance for Government standards.

Thank you,
Nicholas Cecil