



City of Kent
Wednesday, February 1, 2023
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 Changes to the RLF Loan Review Board (Bridget Susel)
 - 1.2. Board and Commission Interviews (Amy Wilkens)
 - 1.3. Update on the New City Hall Project (Melanie Baker)
2. **Community Development Committee** Chair Kuhar/Vice-Chair Rosenberg
 - 2.1. Haymaker Farmers Market SubLease (Bridget Susel)
3. **Health and Public Safety Committee** Chair Amrhein/ Vice-Chair Sidoti
 - 3.1. Health Department PEP Grant Opportunity (Joan Seidel)
 - 3.2. Ohio First Responder Grant Opportunity (Chief Shearer)
4. **Streets, Sidewalks & Utilities Committee** Chair Sidoti/ Vice-Chair Wallach
 - 4.1. Freedom-Portage Bike & Hike Trail Construction, Maintenance and Use Agreement with Summit MetroParks (Jim Bowling)
5. **Finance Committee** Chair DeLeone/Vice-Chair Wallach
 - 5.1. NOPEC Event Sponsorship Grant (Melanie Baker)
 - 5.2. Budget Appropriation Amendment (Rhonda Hall)
6. **Executive Session to Discuss Board and Commission Appointments**

Adjourn

TENTATIVE FEBRUARY 2023 CALENDAR

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

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

KENT CITY COUNCIL'S PENDING LIST

Administration	Month/Yr.	Motion Made by
Sustainability Comm.: Climate Change	7/14; 2/16; 8/21	Wallach; Shaffer Bish
Senior Advisory Committee	10/17	Ferrara; Sidoti
Unattended vehicles/idling cars	10/19	Wallach
Design Guidelines Reorganization	6/21	Sidoti
Discussion with Franklin Twp. /sidewalk snow upkeep	1/22	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
Changes in Firework Laws- Health & Public Safety	7/22	Shaffer Bish

Updated & Posted January 26, 2023 Amy Wilkens | Clerk of Council | Kent City Council

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.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 24, 2023

TO: David Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BS*

Subject: Loan Review Board (Loan Administration Board) Composition

The City's Loan Review Board is responsible for reviewing loan applications from qualified businesses seeking federal economic development loan funding to assist with needed commercial start-up or production expansion costs. The 1989 program guidelines designated the creation of the five (5) member Board and specified that it consist of:

- a.) Three (3) experienced commercial loan officers from different local banks;
- b.) One (1) local realtor with knowledge of the commercial real estate market;
- c.) One (1) local attorney.

The Community Development Department has experienced challenges in recent years finding volunteers that meet the above categories so in 2014 Council did approve an action that allowed for the removal of the designation of "commercial" for the loan officer category in order to expand the number of eligible candidates to also include residential loan officers.

Despite the above modification to the loan officer category, the Loan Review Board has not had the local attorney position filled in several years and the local realtor position currently is also vacant, which has created difficulties securing a quorum for some issues that have appeared before the Board. In order to try and address the vacancies, the Community Development Department is requesting the specified number of candidates for the above listed position categories be eliminated and the Board composition be amended to list five (5) members from any of the three identified categories.

I am requesting time at the February 1, 2023 Council Committee meeting to discuss the proposed amendment in greater detail and to request Council authorization, with emergency, for the Board composition amendment.

If you need any additional information in order to add this item to the agenda, please let me know. Thank you.

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



COUNCIL MEMORANDUM

To: Mayor Jerry Fiala;
David Ruller, City Manager

From: Amy Wilkens, Clerk of Council

Date: February 1, 2023

Item: 1.2. - Board and Commission Interviews (Amy Wilkens)

Summary:

The Clerk of Council is requesting Council time to review and approve moving forward with filling vacant spots on the City's Boards and Commissions. Board and Commission vacancies have been advertised using the following methods: Tree City Bulletin, email blasts, social media and the City's website. An application review/ interview will be held at the February 1, 2023 Council Committee Meeting.

Attached is the applicant packet of candidates for your review. An Executive Session has been planned at the end of the Committee Meetings to discuss the applicants. Voting will occur and appointments will be made at the Regular Council Meeting on February 15, 2023.

Please let me know if you have any questions concerning the attached materials or if you need additional information. Thank you.

Prepared by: Amy Wilkens, Clerk of Council

Attachments:

1. document (19)
2. Lowery, Patricia Loan Review; Attorney
3. Patricia_F_Lowery Vitae Resume December 2022
4. Kennedy, O'livia Civil Service Comm.
5. Kennedy 2023resume (1)



COUNCIL MEMORANDUM

To: Mayor Jerry Fiala;
David Ruller, City Manager

From: Amy Wilkens, Clerk of Council

Date: February 1, 2023

Item: 1.2. - Board and Commission Interviews (Amy Wilkens)

Summary:

The Clerk of Council is requesting Council time to review and approve moving forward with filling vacant spots on the City's Boards and Commissions. Board and Commission vacancies have been advertised using the following methods: Tree City Bulletin, email blasts, social media and the City's website. An application review/ interview will be held at the February 1, 2023 Council Committee Meeting.

Attached is the applicant packet of candidates for your review. An Executive Session has been planned at the end of the Committee Meetings to discuss the applicants. Voting will occur and appointments will be made at the Regular Council Meeting on February 15, 2023.

Please let me know if you have any questions concerning the attached materials or if you need additional information. Thank you.

Prepared by: Amy Wilkens, Clerk of Council

Attachments:

1. Lowery, Patricia Loan Review; Attorney
2. Patricia_F_Lowery Vitae Resume December 2022
3. Kennedy, O'livia Civil Service Comm.
4. Kennedy 2023resume (1)

Amy Wilkens

From: noreply@civicplus.com
Sent: Friday, December 30, 2022 10:43 PM
To: Council Clerk
Subject: Online Form Submittal: Online Boards & Commissions Application

Online Boards & Commissions Application

Note

First Name	Patricia
Last Name	Lowery
Address	651 Yacavona St
City	Kent
State	OH
Zip Code	44240
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	678-793-0686
Email Address	lowery.pat@gmail.com
# of years you have lived in Kent	1
Education	BBA/MBA (Kent State University)/JD (Cleveland-Marshall CSU) Georgia Real Estate Broker license (inactive)
Place of Employment	Patricia Francis Lowery, Esq.
Political Party	Democrat
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Board of Zoning Appeals, Fair Housing Board, Loan Review Board
Please provide educational and professional background to assist	I would be happy to serve on any Board or Commission that Council believes I might be of assistance.

Council in review of your application.

Why are you interested in this appointment?

I attended KSU for my BBA, MBA and Doctoral coursework in Finance and Management Information Systems prior to deciding to accept a position at Blue Cross Blue Shield of Ohio and attending law school downtown Cleveland. I am happily a part of the Kent community with my husband, who teaches Criminology courses at the University for the last 7 years or so, once again and I look forward to actively participating as may be beneficial to the City which I am very lucky to call home.

Resume or other qualifications

[Patricia F Lowery Vitae Resume December 2022.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

PATRICIA FRANCIS LOWERY, ESQ.

651 Yacavona St
Kent, OH 44240
Cell: (678) 793-0686
E-mail: lowery.pat@gmail.com,

U.S. Court of Appeals, Sixth Circuit (admitted July 2015),
Federal Court, Northern District of Ohio (admitted February 1991),
Federal Court, Eastern District of Kentucky (admitted 2016 pro hac vice)
Ohio Supreme Court Registration No. 0042561 (admitted November 1989 to All Courts),
Georgia Bar Registration No. 744218
Georgia Supreme Court (admitted July 2008)
Georgia Appellate Court (admitted July 2008)
Georgia State Court (admitted June 2008)
Georgia Associate Broker License No. 273908 (active 2004; inactive 2012)

EDUCATION May 1989

Juris Doctorate,

Cleveland-Marshall College of Law, Cleveland State University

June 1983/May 1986

Coursework: Doctorate of Business Administration

Management Information Systems,
Finance and Interpersonal Relations

Coursework completed in both Finance and MIS

August 1983

Master of Business Administration/Industrial Relations

Graduate School of Management, Kent State University

December 1978

Bachelor of Business Administration/Personnel and Industrial Relations

College of Business Administration, Kent State University

EMPLOYMENT

November 1989/ Present

Lawyer, Private Practice and In-house Counsel

General Practice.

Among numerous other involvements in more than twenty-five (25) years of private and public practice:

Federal District and Circuit Appellate Courts:

Fair Labor Standards Act, U.S. Constitution, Ohio Constitution and Ohio Revised Code for minimum and overtime wages, as well as tip credit, employer record retention, criminal witness and attorney retaliation and intimidation, piercing veil of LLC's, fraudulent transfer, attorney-client privilege limitations, process service adequacy, and actions to obtain accrued vacation and sick time counter to company handbook.

In addition to Wage related cases, Federal and State cases for COBRA claims and 1983 Actions against juvenile detention center, police departments and municipalities.

Contracts; Small Business policy/handbook development; State Appellate practice, Nuisance/Quiet Title/Agriculture Litigation/Land Contract/Landlord-Tenant;

Complaints and Administrative law hearings before the Equal Employment Opportunity Commission, Ohio Department of Transportation, Federal Housing Authority, Bureau of Workers, Compensation and Industrial Commission of Ohio, as well as appeals to State Court,

Personal Injury; Motorcycle/Motocross accidents; Telephone Harassment; State wage litigation; Bad Faith; Arbitration

State and Federal Criminal (Misdemeanor and Felony) as well as Sexual Offender Determination Hearings; and criminal appeals Recently, successfully defended against incarceration of an alleged material witness prior to trial, based upon U.S. and Ohio Constitutions and Ohio procedural grounds in Richland County.

Juvenile (abuse, neglect, dependency, delinquency, unruly and abortion bypass) acting as defense counsel, prosecutor, guardian ad litem and Magistrate; Probate Minor Settlements

Domestic Relations including Domestic Violence Civil Protection Orders, protracted Custody and Asset Valuation matters; Probate/Will Contests/Guardianship litigation; Guardian Ad Litem appointments in complex cases; including abortion by-pass cases; prosecution and defense appointments in hundreds of abuse, neglect, dependency cases;

Divorce/Custody/Bankruptcy Mortgage challenges; civil plaintiff and defense; as well as exposure to pleadings to the Ohio Supreme Court.

December 2001/ February 2003 **Supervisor Attorney 2**

Seneca County Department of Job & Family Services
Tiffin, OH 44883

Under Director Dr. Nancy Harvey, responsibilities were varied:
Prosecution of abuse, neglect, dependency cases;

Direct line supervision of legal department staff and functional supervision of others, as well as development and presentation of staff in-house training as needed (investigation, documentation, effective testimony, child support enforcement procedures and calculations);

Advising Administrators concerning various in-house legal matters for the children services' Agency; including, child support enforcement administrative issues and labor management contract and grievance issues and contract negotiation.

January 1995/April 1996

Magistrate, Probate and Juvenile Divisions
Medina County Court of Common Pleas, Medina, Ohio

All full hearings and/or cases, such that the expectation was a full hearing (no matter what type of case); all custody; all abuse, neglect, dependency and permanent custody; all paternity; as well as difficult and/or “problem” delinquencies. Legal researcher and “draft” entry writer for the Late Judge L. Thomas Skidmore.

September 1993/January 1995 **Assistant Director of Law**, City of Wadsworth
Wadsworth City Hall, Wadsworth, Ohio

Advisor for Personnel policies and procedures, Fire Code Enforcement, EPA and OSHA compliance, as well as various city administrative committees, and Building and Zoning Code compliance and Prosecutorial enforcement for Building, Zoning, Fire Code violations.

November 1986/July 1989 **Supervisor of Alternate Delivery System Computer Projects**
as well as Other Carrier Liability, Subrogation, System Table
Maintenance and Clerical Support Functions for PPO and HMO
areas of Mutual Health Services division.

Supervisory responsibility for identifying, prioritizing, developing testing regimens and assisting in the development of claims’ system upgrades; identifying and processing claims exceptions; system table maintenance integration; identifying and negotiating subrogation and Other Carrier Liability claims; redesigning the inventory and intradepartmental flow for clerical support to all Alternate Delivery System departments. Directly interfaced with Systems, Underwriting and Provider Relations Departments. (HIAA Certification Parts A, B, and C).

Blue Cross Blue Shield of Ohio/Mutual Health Services,
East Ninth Street, Cleveland, OH

INTERIM PART-TIME EXPERIENCE

August 2017 to current **Adjunct Instructor:** Kent State University, College of Arts and Sciences
Department of Sociology and Criminology:

Immigration Law; Basic Police Interviewing; Human Service Agencies and the Law;
Issues in Law and Society; Minorities and the Law; Criminal Procedure and Evidence

December 2012/2013 **Adjunct Instructor:** Tiffin University, School of Arts and Sciences
Paralegal Program:

Legal Writing; Criminal Law/Procedure Practicum

April 2010/2013 **Adjunct Instructor:** Kaplan University, School of Criminal Justice On-line coursework presentation; including multiple assignments per Term:
Research Methods in Criminal Justice (May 2010; July 2010; August 2010; October 2010; January 2011; March 2011; June 2011; August 2011; November 2011; February 2012; April 2012; July 2012; September 2012; December 2012; February 2013; May 2013);
Criminology II (August 2011) and Capstone in Criminal Justice (July 2010); Private Security (substitute facilitator: July 2012); Organized Crime (substitute facilitator: July 2012)

May 2004/June 2012 **Associate Broker**, Coldwell Banker Residential Services (NRT, Inc.), East Cobb Office
Cobb County Board of Realtors (2009-present)
Member Continuing Education Committee (2011)
Dunwoody, GA
Atlanta Board of Realtors (2004-2009):
Member Governmental Affairs/RPAC Committee (2004-2006)
(Chairperson Sterling Fund Raiser 2006)

Summer 2012 **Course Developer** Central Pennsylvania College, Summerdale, PA
For Master of Professional Studies, Organizational Leadership & Development and Information Systems Management:
1) Employment Law for Managers and
2) Negotiation and Bargaining

January 2006-May 2007 **Temporary Instructor:** Kennesaw State University, Kennesaw, GA
Business Law (Spring 2006: 2 sections; Summer 2006: 2 sections;
Spring 2007: 2 sections)

Oct. 2004 – Jan. 2005 **Adjunct Associate Professor:** Kaplan University, School of Paralegal
On-line coursework presentation:
Civil Litigation II (October 2004; January 2005) and Civil Litigation I (April 2005)

August 1986/December 1986 **Instructor:** Statistics, Computer Programming
(BASIC and COBOL)
ICM School of Business, Cleveland, Ohio

January 1982 /May 1986 **Instructor** (Began as Research Assistant),
Department of Administrative Sciences, College of Business
Responsible for development and instruction of Senior capstone courses under the Personnel Major of the Undergraduate College of Business, including: Wage and Salary Compensation (development and maintenance of plans); computerization of Personnel Systems; and Personnel Psychology.
College of Business Administration, Kent State University, Kent, Ohio

PRESENTATIONS/FACULTY EXPERIENCE

August 2017 to present Adjunct Instructor: Kent State University, College of Arts and Sciences
Department of Sociology/Criminology: Immigration Law; Basic Interviewing; Human Service
Agencies and the Law (online); Issues in Law and Society; Criminal Procedure and Evidence
;Minorities in Crime and Justice; (Crime and Justice in Popular Culture, scheduled Summer 2022)

December 2012/2014 Adjunct Instructor: Tiffin University, School of Arts and Sciences Paralegal
Program: Legal Writing; Criminal Law/Procedure Practicum (both, January 2013)

February 23-25, 2012 Judge: ABA Law Student 2011-12 National Appellate Advocacy Competition
12Atlanta Regional

March 2010- 2013 Part-time Instructor: Kaplan University (on-line)

Upper Division Criminal Justice: Research Methods in Criminal Justice (May 2010 through
present); Capstone in Criminal Justice (August 2010); Criminology II (August 2011)

January 2009 Guest Lecturer: Troy University, Columbus, GA
Graduate Level Criminal Justice: Juvenile Justice System

January 2009 Guest Lecturer: Troy University, Covington, GA
Graduate Level Criminal Justice: Intimate Violence

Spring 2006-Spring 2007.. Temporary Instructor: Kennesaw State University, Kennesaw, GA
Business Law (Spring 2006; Summer 2006; Spring 2007)

Oct. 2004 – Jan. 2005 Adjunct Associate Professor: Kaplan University, School of Paralegal Studies
On-line coursework presentation:
Civil Litigation II (October 2004; January 2005) and Civil Litigation I (April 2005)

July 2003 – September 2003 Adjunct Facilitator: Tiffin University
Fast Track Business Administration Program
Presentation of Upper Level Division class: Business Law

April 2003 – June 2003 Adjunct Facilitator: Tiffin University
Fast Track Criminal Justice Program
Presentation of Senior Capstone class: Criminology

May 2003 Presenter: Ohio Department of Job and Family Services' Seminar
for Attorneys
Development of curriculum and necessary course materials for case law review and update.

July 2002 Presenter: Foster Parenting: Rights and Responsibilities- The Legal Aspects
Developed curriculum and presented half day seminar; concerning the interaction of foster parents within the legal system; their rights and responsibilities. The course was necessary for licensure of foster parents.

March 2002 Presenter and Coordinator: Overview and Update of Responsibilities and Programs of the Seneca County Department of Job and Family Services Coordinated presentations and advised in the development of subject areas and course materials for a several hour presentation to the Seneca County CASA volunteers.

Summer 1997 and Summer 1998 Presenter: Employment Law,
American with Disabilities Act and The Psychology of CORPORATE SECURITY
Developed curriculum, necessary background and course materials and presented employment law materials; participated in/co-presented American Disabilities Act and corporate security sections.

DEVELOPMENT ACTIVITIES ATTENDED:

Continuing Legal Education, "Miller Becker Seminar 2021" 10/2021
Continuing Legal Education, "Multi-Disciplinary Legal Representation Webinar" 8/2021
Continuing Legal Education, "JC Adult Guardianship ... Fundamentals of ADG" 5/2021
Continuing Legal Education, "Foreclosure Mediation Training" 3/2021
Continuing Legal Education, "Eviction Mediation Training" 3/2021
Continuing Legal Education, " Accelerated Rehabilitative Disposition (ARD)
Fundamentals of Mediation 2021" 3/2021
Continuing Legal Education, "Medina County Juvenile Court Delinquency Pract & Proced" 3/2021
Continuing Legal Education, "37th Annual Intercourt Conference" 3/2021
Continuing Legal Education, "Ohio Family Trust Company
Continuing Legal Education, "Certified Grievance Committee Training-What Happens Next?
(OH Supreme Court) 12/20
Continuing Legal Education, " Miller Becker Seminar (Grievance Committee Training) (OH
Supreme Court Bd Prof. Cond, OH Bar) 10/20
Continuing Legal Education, "Professionalism and the Georgia Court Reopening Guide": Chief
Justice Commission on Professionalism (Georgia) 8/2020
Continuing Legal Education, "Moving Forward with Professionalism in the Midst of a Public
Health Emergency: Chief Justice Commission on Professionalism
(Georgia) 4/2020
Continuing Legal Education, "Legal Ethics in Technology 11/19
Continuing Legal Education, " Miller Becker Seminar (Grievance Committee Training)
(OH Supreme Court Bd Prof. Cond, OH Bar) 10/19
Continuing Legal Education, "Certified Grievance Committee Training-What Happens Next?
(OH Supreme Court) 5/19

Continuing Legal Education, "Juvenile Competency Overview, 5/19

Continuing Legal Education, "Juvenile Law: Role of Counsel and Collateral Consequences" 1/19

Continuing Legal Education, "Certified Grievance Committee Training-Complaint & Summary of Investigation"(OH Supreme Court) 9/18

Continuing Legal Education, "Certified Grievance Committee Training-Determining the Appropriate Sanction"(OH Supreme Court) 9/18

Continuing Legal Education, "HB366 Modernizing Ohio's Support Guidelines" (OH Bar CLE) 7/18

Continuing Legal Education, "Fifty Years of Pat Downs & Suppression Hearings: Terry v. Ohio Turns 50" (OH Bar CLE) 6/18

Continuing Legal Education, "Professional Responsibility Recent Ethical Violations in Family Law Cases"(OH Bar CLE) 6/18

Continuing Legal Education, "Certified Grievance Committee Training-Aggravating & Mitigating Factors"(OH Supreme Court) 5/18

Continuing Legal Education, "Certified Grievance Committee Training-Default Consent to Discipline Agreements & Stipulations"(OH Supreme Court) 5/18

Continuing Legal Education, "Enhancing Judicial Response to Domestic Child Sex Trafficking & Runaway Youth" (OH Supreme Court) 1/18

Continuing Legal Education, "Criminal Law Essentials"(OH Bar CLE) 1/18

Continuing Legal Education, "Trustees Under Attack Through Erosion of Attorney Client Privilege:Recent Developments" (OH Bar CLE) 1/18

Continuing Legal Education, "Admissibility of Digital Evidence" (Fed Bar) 8/16

Continuing Legal Education, "Bar Counsel & Grievance Committee Training Make-Up Session" (OH Supreme Court) 5/16

Continuing Legal Education, "Advanced Employment Law Update & EEOC Initiatives" 5/16

Continuing Legal Education, "Medina County Specialized Dockets: A Symposium" 4/16

Continuing Legal Education, "JC-GAL-Advanced Topics in Abuse" (OH Supreme Court) 3/16

Continuing Legal Education, "Annual Miller-Becker Seminar" (OH Supreme Court), 2/16

Continuing Legal Education, "Electronic Courtroom", (US District Court), 11/15

Continuing Legal Education, "...Legal Research in the Age of Technology: (Ohio Bar CLE) 1/15

Continuing Legal Education, "Professional Conduct", (OH Bar Assoc), 12/14

Continuing Legal Education, "Second Annual Ohio Asset Protection & Legacy Trust Institute", (OH Bar Assoc), 4/14

Continuing Legal Education, "Character & Fitness Considerations in the Bar Admissions Process", (OH Supreme Court), 3/14

Continuing Legal Education, "Ohio GAL Education Program: Advanced Topics in Divorce Cases Online Training", (OH Supreme Court), 1/14

Continuing Legal Education, "Ohio Guardian ad Litem Education Program: Psychiatric Disorders in Children" (OH Supreme Court), 11/13

Continuing Legal Education, "Veteran's Benefits Law & Procedure", VA 7/13

Continuing Legal Education, "Veteran's Administration Accreditation Basics", VA 7/13

Continuing Legal Education, "Criminal Law Division Winter CLE" (Cobb Bar CLE), 2/13

Continuing Legal Education, "CCLPA Winter Update" (Cobb CLPA), 2/13

Continuing Legal Education, "Criminal Law" (Ohio Bar CLE), 10/12

Continuing Legal Education, "Small Business Update/Ethics and Professionalism" (Cobb Bar), 9/12

Continuing Legal Education, "Guardian Ad Litem: Domestic Violence" (OH Supreme Court), 9/12

ABA Moot Court Competition, Regional Level Judge, (4 sections) 2/ 2012

Continuing Legal Education, "Employment Law" (ICLEG), 10/11

Continuing Legal Education, "Nuts and Bolts: Family Law" (ICLEG), 9/11

Continuing Legal Education, "Guardian Ad Litem Reporting" (OH Supreme Court), 8/11

Continuing Legal Education, "Revisiting Younger's 10 Commandments"(ICLEG), 11/10

Continuing Legal Education, "Milich on Georgia Evidence-Civil and Criminal" (ICLEG), 11/10

Continuing Education, "Realtor Code of Ethics" (NAR), October 2010

Continuing Education, "KU Village Conference", (Kaplan University), September 2010

Continuing Education, "Stage I New Faculty Orientation", (Kaplan University), April, 2010

Continuing Legal Education, "Cinco de Mayo Conf", Atlanta, GA, (GA Federal Defender), May '10

Continuing Legal Education, "Guardian Ad Litem", Cobb County, GA (Cobb Cty Court), May '10

Continuing Legal Education, "Guardian Ad Litem Pre-Service" Compliance, (OSCourt), Jan 2010

Continuing Legal Education, " Professionalism", (OBAR), 12/08

Continuing Legal Education, "Substance Abuse & Chemical Dependency" (OBAR), 12/08

Continuing Legal Education, "2008 Summit on Marriage & Family" (GA Supreme Court), 11/08

Continuing Legal Education, "Nuts & Bolts of Family Law", (ICLE), Alpharetta GA (Nov. 2008)

Continuing Legal Education, "Mortgage Meltdown Crisis", (ICLE), Atlanta GA (August 2008)

Continuing Education, "Ethics", NRT, Inc, Dunwoody, GA (August 2008)

Continuing Education, "E-Marketing", NRT, Inc, Dunwoody, GA (July 2008) Workshop,

"Fair Housing Education", NRT, Inc, Atlanta, GA. (December 2006).

Continuing Legal Education, "End of Year Ethics, Professionalism, Sub Abuse", Ohio State Bar Association, CLE Institute, Cleveland, Ohio. (December 29, 2006).

Continuing Legal Education, "Working with Difficult People", Ohio State Bar Association, CLE Institute, Cleveland, Ohio. (November 3, 2006).

Continuing Legal Education, "Nuts and Bolts of Will and Trusts", Ohio State Bar Association, CLE Institute, Akron, Ohio. (November 2, 2006).

Continuing Legal Education, "Estate Planning Techniques", Ohio State Bar Association, CLE Institute, Cleveland, Ohio. (November 1, 2006).

Continuing Legal Education, "Residential Real Estate Transactions", Ohio Bar, Cleveland, Ohio. (October 25, 2006).

Continuing Legal Education, "Estate Planning, Ethics and Professionalism", Cleveland, Ohio. (December 6, 2004).

Continuing Legal Education, "Public Children Services Attorneys", Pickerington, Ohio. (May 2, 2003).

Seminar, "State Employment Relations Board Academy", SERB, Dellroy, Ohio. (October 2, 2002 - October 3, 2002).

Attended Conference, "14th Annual Ohio Public Employment Conference", Columbus, Ohio. (April 22, 2002 - April 24, 2002).

Continuing Legal Education, "Spring Conference", Columbus, Ohio. (March 17, 2002).

Continuing Legal Education, "Annual Forensic Conference", Cincinnati, Ohio. (September 22, 2001 - September 23, 2001).

Continuing Legal Education, "Ethics and Professionalism", Ohio State Bar Association, CLE Institute, Toledo, Ohio. (December 8, 2000).

Continuing Legal Education, "OSBA Annual Convention", Ohio State Bar Association, Cleveland, Ohio. (May 10, 1999 - May 12, 1999).

Continuing Legal Education, "Professionalism, Legal Ethics, Substance Abuse", Medina, Ohio. (December 4, 1998).

Continuing Legal Education, "Criminal Defense Issues", Medina, Ohio. (November 6, 1998).

Continuing Legal Education, "Employment Law", Medina, Ohio. (October 2, 1998).

Continuing Legal Education, "Litigation: Discovery", Medina, Ohio. (June 19, 1998).

Continuing Legal Education, "Sex, Science and Criminal Defense", Cleveland, Ohio. (March 27, 1998).

Continuing Legal Education, "Law Office Management, Ethics & Sub Abuse", Medina, Ohio. (December 5, 1997).

Continuing Legal Education, "Employment Law: Hot Bits and Pieces", Medina County Bar Association, Medina, Ohio. (October 24, 1997).

Continuing Legal Education, "New Developments in LLC's & LLP's", Cleve., OH (10/16/1997).

Continuing Legal Education, "The New Tort Reform Act", Cleveland, Ohio. (December 16, 1996).

Continuing Legal Education, "Death Penalty Practice (2 days)", Ohio State Bar Association, CLE Institute, Columbus, Ohio. (December 13, 1996 - December 14, 1996).

Continuing Legal Education, "Judicial Candidate Seminar", Cleveland, Ohio. (January 9, 1996).

Continuing Legal Education, "Models of Addiction", Akron, Ohio. (November 29, 1995).

Workshop, "Mediation for Courts", Plowshares, Cambridge, Ohio. (September 1995).

Continuing Legal Education, "Discovery Rules, Child Protections", Columbus, Ohio. (9/20/1995).

Continuing Legal Education, "Juvenile Law Update", Ohio State Bar Association, CLE Institute, Columbus, Ohio. (May 10, 1995).

Continuing Legal Education, "Changes to Ohio Rules of Evidence", Canton, Ohio. (12/1/1994).

Continuing Legal Education, "Effective Use of Rule 30 Depositions", Medina, Ohio. (9/30/1994).

Continuing Legal Education, "Case Evaluations "What's It Worth"", Akron, Ohio. (9/14/1994).

Continuing Legal Education, "Estate Planning Seminar", Hudson, Ohio. (November 11, 1993).

Continuing Legal Education, "Ethics and Substance Abuse", Seville, Ohio. (November 20, 1992).

Continuing Legal Education, "Land Use Law Update in Ohio", Akron, Ohio. (November 18, 1992).

Continuing Legal Education, "Administration of the Estate in Ohio", Akron, Ohio. (12/18/1991).

Continuing Legal Education, "Social Security", Columbus, Ohio. (October 8, 1991).

Continuing Legal Education, "Advanced Workers Compensation", Columbus, Ohio. (9/6/1991).

Continuing Legal Education, "Picking and Persuading Juries", Cleveland, Ohio. (March 5, 1991).

Continuing Legal Education, "Guardian Ad Litem of Juvenile Court", Cleve., Ohio. (11/12/1990).

Continuing Legal Education, "Ohio DUI Update", Cleveland, Ohio. (August 3, 1990).

Continuing Legal Education, "How to File Docs. with the UCC Sec.", Cleve., Ohio. (3/30/1990).

Continuing Legal Education, "District 11 CLE Seminar", Akron, Ohio. (March 22, 1990).

Continuing Legal Education, "Qualified Plans and Retirement Planning", Cleve., Ohio. (3/19/1990).

TEACHING/COURSE DEVELOPMENT EXPERIENCE

Kaplan University (online courses): Civil Procedure I and II (2 courses);
Research Methods (22 courses);
Capstone in Criminal Justice; Criminology II

Tiffin University (online courses): Criminal Procedure (2 courses),
Criminal Procedure Practicum, Legal Writing
Finite Mathematics (2 courses)
Introduction to Paralegal

Central Pennsylvania College (online courses): Employment Law for Managers,
Negotiation and Bargaining

Kennesaw State University: Business Law (6 courses).

ICM: Statistics, Basic Programming, Introduction to COBOL

Kent State University: Personnel Systems; Wage and Salary; Industrial Relations;
Introduction to Personnel; Basic Police Interviewing;
Immigration Law (2 courses);
Human Service Agencies and the Law (online);
Issues in Law and Society;
Minorities in Crime and Justice;
Criminal Procedure and Evidence

ORGANIZATIONS/BOARD MEMBERSHIPS

1980's Capital Improvement Board; Member (City of Twinsburg)

1995 Juvenile Court Representative; Medina County Family First Council

1995 Juvenile Court Representative; Medina County Police Chiefs Association

1995 Juvenile Court Representative; Juvenile Justice Interdepartmental Task Force

2004 Member; Board of Directors, YWCA of Medina County Ohio

1990-2009 Member Medina County Bar Association (including; Moot Court Committee;
CLE Committee; Juvenile Court Committee; Criminal Law Committee; and
Chairperson for Law Day Committee: all for intermittent years)

2008-2014 Georgia Bar Association (Family Law; Criminal Law; Trial Section)

2012 Cobb County Bar Association (Family Law; Criminal Law; Trial Section)

1990-present Ohio State Bar Association

1990-present Medina County Bar Association

2015-present Medina County Bar Association Bar Applicant Interview Committee

2016-present Medina County Bar Association Certified Grievance Committee

2019/2020 Chairperson Medina County Certified Grievance Committee:

2021/2022 Relator Trial Counsel before Board of Professional Conduct

PUBLICATIONS

Lowery, Allen and Lowery, Patricia F.,

Statistics for Criminal Justice (with Excel Notations),
Durham, N.C.: Carolina Academic Publishing (2013)

The Rationality of the Instant. **Published in The Review of Management
Innovation & Creativity (RMIC), Volume 6, Issue 20 (2013).**

The Rationality of the Instant. **Published in The Review of Higher Education and
Self-Learning (RHESL) Volume 6, Issue 22. Quarter Four of Fall, 2013.**

From: noreply@civicplus.com
Sent: Wednesday, January 4, 2023 10:35 AM
To: Council Clerk
Subject: Online Form Submittal: Online Boards & Commissions Application

Online Boards & Commissions Application

Note

First Name	O'Livia
Last Name	Kennedy
Address	1686 Athena Dr
City	Kent
State	OH
Zip Code	44240
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	7407071917
Email Address	okennedyksu@gmail.com
# of years you have lived in Kent	7
Education	M.Sc. in Psychology
Place of Employment	1. Portage County Adult Probation 2. Self-employed at Zenning in Kent
Political Party	Democrat
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Civil Service Commission
Please provide educational and professional background to assist	I have volunteered with the Kent Jaycees since 2021 and now serve as the Vice President of Membership. I am currently working on my Doctorate in Clinical Psychology. I have been working in the field of Human Behavior and Mental Health for

Council in review of your application.	about a decade and have adopted holistic, health and wellness interventions into my practice. This encouraged me to open a wellness center, right here in Kent. I am also employed as the Cognitive Skills Coordinator for Portage County Adult Probation. I get to teach offenders skills to improve their lives and reduce anti-social and criminal behaviors.
Why are you interested in this appointment?	I am passionate about helping others, particularly those in my community. I love discovering different ways to serve my community. I find deep satisfaction through community service, and I love building meaningful connections in my Kent community. Ever since becoming a Kent Jaycee, my goal is to continue to be engaged with community members as well as community leaders and this appointment will help to support my goals.
Resume or other qualifications	2023resume.pdf

Email not displaying correctly? [View it in your browser.](#)

O’Livia J. Kennedy

1686 Athena Drive
Kent, Ohio 44240
(740) 707-1917
olivia@ahcsllc.org

EMPLOYMENT OBJECTIVE

To utilize acquired education, skills and experience in the areas of wellness, social services and education, while successfully integrating individual and group goals within the organization.

EDUCATION

- **Doctor of Psychology in Clinical Psychology**, Capella University: April 2022- June 2026
- **M.S. of Science in Psychology with a specialization in Applied Behavior Analysis**, Capella University: *March 2019*
- **B.A. in Psychology**, Kent State University: *May 2014*
- **Certificate of Disability Studies and Community Inclusion**, Kent State University: *May 2014*

PROFESSIONAL SUMMARY

An organized leader and experienced provider of customer satisfaction among a diverse client base, with strong communication skills, and excellent crisis prevention and supportive strategies, possessing an ability to utilize and follow company policies and management plans to promote company success.

TECHNICAL SKILLS

- Experienced in data entry, data analysis, electronic medical records and general record keeping
- Blackboard, Microsoft Outlook, Microsoft Office, Microsoft Excel, PowerPoint, Microsoft Word, Google Docs, Google Slides, Google Sheets, Google Classroom, iOS, Adobe, Java, Netsmart, Skype, Slack, Square, Teams, Windows, Zoom, Mailchimp, QuickBooks

EXPERIENCE

Portage County Adult Probation

Cognitive Skills Coordinator/Thinking for a Change Group Facilitator, May 2022-Present

- Track statistics for programming (e.g., successful completions, terminations, referrals)
- Conduct intake assessments to determine level of support and appropriateness for group
- Teach cognitive restructuring, social skills development, and the development of problem-solving skills
- Facilitate group work and education in a community corrections setting to groups of 8-12 members

Zenning by Alternative Healing Consultants & Solutions, LLC., Kent, Ohio

Owner and Practitioner, January 2021-Present

- Develop individualized wellness plans collaboratively with clients
- Utilize mind-body interventions and alternative modalities to help clients improve overall health
- Bookkeeping, filing taxes, marketing, advertising and sales
- Schedule client sessions as well as facilitate and coordinate meetings with strategic alliances
- Host workshops and create online content for sales and distribution to educate customers

Centerpeace Yoga & Wellness, LLC., Kent, Ohio

Independent Contractor/Holistic Wellness Consultant, July 2020-May 2022

- Collaborate with the team to host marketing events
- Schedule client appointments and conduct routine follow-ups to encourage client success
- Develop individualized wellness plans collaboratively with clients
- Utilize mind-body interventions and alternative modalities to help clients improve overall health

- Host workshops and create online content for sales and distribution to educate customers

The Bair Foundation Child & Family Ministries, Kent, Ohio

Therapeutic Behavior Specialist/Peer Mentor, March 2019-June 2021

- Mentored new staff by demonstrating efficiency and organization to advance autonomy within the field
- Completed session notes and electronic health records in a timely manner while fulfilling monthly productivity requirements
- Coordinated care and services with community agencies, families and schools of clients
- Monitored and review client charts and progress toward treatment goals for a caseload of up to 33
- Participated in internal audits to ensure documentation compliance, per Medicaid requirements and regulations
- Provided 1:1 therapeutic, social and emotional support to clients across multiple settings
- Utilized crisis prevention and supportive strategies

KidsLink Neurobehavioral Center, Streetsboro, Ohio

Behavior Therapist/Practicum Student, May 2018-January 2019

- Recorded and graphed prompt, frequency and duration of behavior and skill acquisition data
- Conducted assessments and developed skill acquisition targets, per assessment results
- Utilized ABA principles within vocational, community and educational settings
- Provided therapeutic and behavioral support to students with co-occurring disorders across all settings
- Developed program materials for students, per IEP and behavior intervention plans
- Promoted independence and functional communication to increase positive behavior

Portage Path Behavioral Health, Akron, Ohio

Clinical Case Manager/Qualified Behavioral Health Specialist, January 2016-May 2018

- Advocated for clients with disabilities to ensure equal opportunity
- As a member of the Wellness Committee collaborated with committee members to develop ways to improve health and wellness among employees
- Conducted case management intake assessments to determine eligibility for services
- Completed session notes and electronic health records in a timely manner while fulfilling monthly productivity requirements
- Collaborated with clinicians to discuss client progress toward treatment goals
- Developed and utilized client Treatment Plans for a caseload of 90-100
- Linkage to community resources, while promoting independence

Education Alternatives, Cuyahoga Falls, Ohio

One-on-one ABA Therapist, August 2014-January 2016

- Modified and updated ISP and Diagnostic Assessment for students with co-occurring disorders
- Utilized ABA techniques to reduce challenging behaviors among students
- Collaborated with students and Autism Coordinator to develop treatment goals and IEP goals
- Developed educational activities per client's IEP and BIP
- Provided behavioral, emotional and social support to students in academic and community settings
- Created daily schedule to implement sensory diet and academic programming
- Recorded frequency and durational data for target behavior

VOLUNTEER EXPERIENCE & ORGANIZATIONS

Kent Jaycees (JCI), Kent, Ohio

Vice President of Membership/Committee Member, November 2021-Present

- Collaborate with committee members, local businesses and community partners to develop marketing content, fundraise and co-create community events
- Brainstorm marketing strategies and methods to develop content for fundraising and community events

- Explore different leadership opportunities within the community as well as strengthen personal and professional skills

The National Society for Leadership and Success, Capella University Chapter

Presidential Member, 2022-Present

Portage Path Behavioral Health, Akron Ohio

Health and Wellness Committee Member,

January 2018- May 2018

- Collaborated with committee members to develop ways to promote health and wellness among employees
- Brainstormed ideas for increasing motivation for exercise and movement activities
- Conducted research on relevant employee wellness approaches to promote health and wellness

CERTIFICATIONS & CONTINUING PROFESSIONAL EDUCATION

- Dual Diagnosis: Stage-Wise Treatment, 2016
- Disarming the Suicidal Mind: Evidence-Based Assessment and Intervention, 2016
- Helping the Helpers: The Journey From Compassion Fatigue to Resilience, 2017
- Mindfulness Techniques to Integrate into Clinical Practice, 2017
- Managing Ethical Demands of Social Media, 2017
- Therapeutic Assault Prevention System (TAPS), 2017
- Certificate in Nurturing Parenting Program, 2019
- Nutritional and Integrative Medicine, 2020
- Clinical Hypnotherapy, 2020
- Hypnosis & Childbirth Specialist- American Hypnosis Association, 2020
- Reiki Level I & II, 2020
- Telehealth Certification Training for Mental Health Professionals (CTMH), 2020
- (EFT) Tapping into Energy Psychology, 2021
- Certified Emotion Code Practitioner, 2021
- Hypnosis & PTSD, 2021
- 100 HR Meditation Teacher Training, 2021
- Women In Community 90-Day Business Training Program, 2021
- Practical Skills for Working with Clients Who are Angry, 2021
- 200 YTT, Trauma Informed Yoga & Yoga Therapy for Anxiety, 2022
- Thinking for a Change, 2022



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: January 24, 2023
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director 
RE: Sublease Renewal: Haymaker Farmers' Market

The City of Kent leases the unimproved area on the west side of Franklin Avenue, just south of the Over Easy Restaurant paved parking area, from the Akron Barberton Cluster (ABC) Railway Company, in order to provide space for additional long-term parking in the downtown business district. Since 2012, the City has allowed the Haymaker Farmers' Market to sublease this area for use on Saturday's, from 9:00 a.m. to 1:00 p.m. This year's outdoor season will begin with the first Saturday in April and extend through the last Saturday in November. The Haymakers' Farmers Market is an incorporated nonprofit organization and it leases the space from the City for the nominal annual fee of \$1.00.

I am respectfully requesting time at the February 1, 2023 Council Committee session to discuss this item in greater detail and to request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market.

If you need any additional information in order to add this item to the agenda, please let me know.

Thank you.

Attachments

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council

CITY OF KENT, OHIO



SUB-LAND LEASE

THIS SUB-LEASE, made this _____ day of _____, 2023, between **THE CITY OF KENT, OHIO**, whose address is 301 South Depeyster Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and **HAYMAKER FARMERS' MARKET**, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSEE.

I. PREMISES

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

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

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

II. TERMS AND CONDITIONS

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

1. Use. SUB-LESSEE shall use and occupy the premises solely for the purpose of a farmers' market held on Saturday morning (9:00 a.m. to 1:00 p.m.).

2. Term and Rent. To hold the demised premises for and during the term of April 1, 2023 through November 25, 2023 (unless sooner terminated as hereinafter provided) for the rent or sum of one dollar (\$1.00) payable in advance.

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

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

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

6. **Ordinances and Regulations.**

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

7. **Maintenance and Repairs.**

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

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

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

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

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

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

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

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

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

12. Claim of Title.

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

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

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

13. Termination, Notices and Removal.

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

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

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

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

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

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

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

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

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

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

15. Insurance.

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

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

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

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

17. Successors and Assigns.

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

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

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

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

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

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

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

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

23. Environmental Compliance.

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

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

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

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

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

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

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

As to SUB-LESSOR:

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

As to SUB-LESSEE:

HAYMAKER FARMERS' MARKET

(Print Mailing Address)
Kent, Ohio 44240

As to ORIGINAL LESSOR:

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

27. General Provisions.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

III. EXECUTION

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

HAYMAKER FARMERS' MARKET

By _____

Print Name / Title

CITY OF KENT, OHIO

Dave Ruller, City Manager

APPROVED AS TO FORM:

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



KENT CITY HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

HEALTH DEPARTMENT GRANT OPPORTUNITY 2023

The Health Department and Information Technology (IT) have identified a safety need for improved security of our operations as well as a solution. Panic button installation would increase security and extend time for safety forces to render assistance in the event of an emergency.

IT had requested a quote and budgeted the amount (\$1,896.00) to complete the installation of two panic buttons at the Kent City Health Department front desk. The Health Department applied for a grant from the Public Entities Pool (PEP) which if awarded would offset the cost of parts and labor by \$1,000.00. This would help defer costs of this project.

I respectfully ask City Council to approve acceptance of this grant and if passed to allow Budget and Finance to appropriate the amount to IT's budget for this project.

Total award not to exceed \$1,000.00.

Thank you for your consideration,

Joan Seidel MA, BSN, RN, FAPIC, CIC
Health Commissioner

Kent Police Department

MEMORANDUM

To: Kent City Council
Dave Ruller, City Manager
From: Chief Nicholas Shearer
Date: January 25, 2023
Subject: Grant Funding

This memorandum serves as a request for committee time to discuss a grant award for the police and fire departments. I have received word from the Ohio Emergency Management Agency that our departments were awarded grant funding through the ARPA First Responder Wellness, Recruitment, Retention, and Resiliency grant program in the amount of \$102,500.00 to develop wellness programs for the benefit of our first responders and their families. I am requesting council approval to accept this grant funding and sign a grant agreement with the Ohio EMA. There is no match from the city.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling 

DATE: December 21, 2022

RE: Freedom/Portage Trail Connection Construction Maintenance and Use Agreement

The Service Department is requesting City Council's time to review and approve the attached Freedom/Portage Trail Connection Construction Maintenance and Use Agreement. The agreement is between the Summit Metro Parks (SMP) and the City of Kent and sets the terms for an off-road bike/hike trail connection to be built between the Freedom Trail and the Portage Bike & Hike Trail along Middlebury Road. The proposed trail will include a new trail bridge crossing of the CSX's railroad tracks. Images of the design are attached.

The project is being sponsored, managed, and funded by the SMP, but will be constructed in the City of Kent and partially within the right-of-way on Middlebury Road. No funding is required from the City of Kent under the terms of this agreement.

C: Melanie Baker
Rhonda Boyd
Angela Manley
Rhonda Hall
Cathy Wilson

Construction, Maintenance and Use Agreement

This Construction and Maintenance Agreement (“Agreement”), made this ____ day of _____, 2022 by and between the City of Kent, Ohio, a municipal corporation organized under the laws of Ohio, having its principal address located at 930 Overholt Road, Kent, Ohio 44320 (the “City”) and the Board of Park Commissioners of Summit Metro Parks, a park district created as a body politic and corporate pursuant to Chapter 1545 of the Ohio Revised Code, located at 975 Treaty Line Road, Akron, Ohio 44313 (hereinafter referred to as “SMP”).

Recitals:

WHEREAS, SMP maintains and operates 6.2 miles of a multipurpose trail along an unused railroad corridor in Summit County, Ohio known as the Freedom Trail Project (“Freedom Trail”);

WHEREAS, the Freedom Trail, operated by SMP, begins near the Portage Hike and Bike Trail, owned and operated by City of Kent, located in the City of Kent, Portage County and the City of Ravenna (“Portage Hike and Bike Trail”);

WHEREAS, SMP now desires to connect the Freedom Trail to the Portage Hike and Bike Trail;

WHEREAS, CSX Transportation, Inc. (“CSX”), owns and operates a railroad track that separates the Freedom Trail and the Portage Bike and Hike Trail;

WHEREAS, in order to connect the trails over the railroad track owned by CSX, SMP desires to design and construct a pedestrian multipurpose bridge over the CSX-owned railroad track (the “Project”);

WHEREAS, in order to construct the Project, SMP needs access to work and perform construction in the Middlebury Road right-of-way (“ROW”);

WHEREAS, the City desires to provide SMP permission to work in the ROW to construct the Project, desires to permit the Project, once constructed, to be located and situated within the ROW, and desires to provide SMP future access to the ROW necessary to maintain the Project; and

WHEREAS, SMP and the City desire to enter into this Agreement to provide for the rights and responsibilities of each party.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

Article I Location

The Project construction and subsequent maintenance shall occur in the ROW as described and depicted on **Exhibit A**, attached hereto and incorporated herein.

For purposes of constructing the Project, the City hereby grants SMP permission and authority to work on the Project within the ROW, as shown on Exhibit A. The City also hereby grants SMP the permission to locate the Project, once constructed and completed within the ROW as depicted on Exhibit A, and further provides permission and authority to SMP to access the ROW in order to maintain the Project throughout this Agreement.

Article II Construction

The City hereby grants SMP pedestrian and vehicular access and use of the ROW for construction of the Project under the terms and conditions of this Agreement. SMP may access and use the ROW for construction purposes immediately upon execution of this Agreement.

SMP shall obtain City approval on aspects of the Project that will be owned and maintained by the City upon completion of the Project, pursuant to Article III. SMP shall also obtain City approval on aspects of the Project that may interfere with its maintenance of traffic plans and patterns on the ROW during construction. Such approval shall not be unreasonably withheld and shall be given within a reasonable timeframe.

The City understands that secondary damage to the City's ROW may occur due to the construction activity required for the Project. The City and SMP will work together to minimize secondary damage. Secondary damage repair, such as earlier than anticipated paving projects, is not considered to be part of this Project.

The City agrees to allow a construction trailer and/or construction equipment to be staged within the project limits, as described on Exhibit A and as approved by the City, for both SMP and City inspectors and staff for the administration, management and inspection of the Project. The SMP or its contractor shall implement road closures as necessary and approved by the City based on the Project circumstances during construction.

SMP and the City agree to work together to find ways to minimize the construction period of the Project. SMP and the City will work together to provide periodic construction updates to the public, as necessary, through media including but not limited to press releases, website updates, e-mails and brochures. SMP and the City will mutually review and approve the messages to be sent out to the public prior to their release.

SMP will continue to improve, modify, and maintain areas adjacent, and within the boundaries of this Project, as outlined in Article III. The City and SMP agree that both parties will work to coordinate on the Project and minimize conflicts.

Article III Maintenance

SMP, at its sole expense, shall maintain the area of the ROW that it is occupying throughout the construction period in the instance that the work performed by SMP would necessitate such maintenance. This may include maintenance of the following items in the ROW: pavement, utilities, roadway and pedestrian lighting, traffic signals, emergency vehicle access, sidewalks, driveways, lawns and landscaping, pavement markings and signing related to the roadway. Upon completion of the construction, the City shall regain responsibility for maintenance of the ROW. SMP shall only have responsibility for maintenance of the ROW if SMP needs to access the ROW for future maintenance on the Project. The City shall be responsible to plow the roadway within the ROW during and after construction.

Prior to commencement of any work, SMP shall secure, and thereafter maintain, at its sole cost and expense, all necessary licenses and permits required in connection with the use of the ROW and shall comply with all federal, state and local statutes, ordinances, rules or regulations which may affect, in any respect, SMP's use of the ROW.

SMP shall perform non-emergency repairs to the Project in such a manner as to minimize disturbance to the functioning of the ROW. SMP shall use its best efforts to restore the ROW as close to the quality of its prior existing state as possible with similar materials whenever SMP disturbs such in the course of repairing and/or maintaining its Project.

Once the Project is completed, SMP shall maintain, at its sole cost and expense, the following Project items: the trail, bridge, and roadway crossing signs and/or markings related to the trail and/or bridge. Upon completion, the City shall maintain all items associated with the roadway in the ROW, at its sole cost and expense, and any items associated with the ROW, including but not limited to, drainage, curbs, catch basins, storm sewers, guardrails.

The maintenance responsibilities shall remain in full force for the duration of the term of this agreement.

Article IV Costs

SMP shall be solely responsible for and pay all costs associated with this Project, which includes all costs to complete the construction of the Project, including, but not limited to, design, ROW access, construction engineering, construction inspection services, testing services, utility fees, legal fees, and all other incidental items.

Article V Term & Renewal

The term of this Agreement shall be forty (40) years from the execution date of this Agreement ("Original Term"). SMP shall have the option to renew for two (2) consecutive ten (10) year renewal periods, each upon the same terms and conditions as contained in this Agreement

(each a “Renewal Term”). Additionally, if SMP does not provide written notice of termination prior to expiration of the then-current term, the Agreement shall automatically renew for each subsequent Renewal Term.

At the end of the term, if this Agreement is not renewed, SMP has the option to either (1) remove the Project, consisting of the bridge, trail and directional road trail signs; or (2) transfer ownership of the Project to the City, if the City agrees, and the City will own and maintain the Project.

Additionally, at or near the end of the term or when the ROW bridge, as it currently exists at the time this Agreement is entered into (“Current ROW Bridge”), needs to be replaced, both the City and SMP shall reconvene to consider and discuss the following items, including but not limited to: (1) cost sharing of the construction of a new ROW bridge to accommodate the road and a separate bike lane or trail (“New ROW Bridge”); and (2) upgrades to the same to comply with the Americans with Disabilities Act (“ADA”). If construction of a New ROW Bridge is agreed upon, SMP shall be responsible for the cost of removal of the Project bridge.

Article VI

Default

In the event SMP shall default in the performance of any obligation hereunder, including the obligation to perform each and every covenant, term and condition contained herein, City may, at any time, serve written notice of SMP’s default under any provision of this Agreement, and if SMP’s failure is not remedied within thirty (30) days of receiving notice of any such default or non-compliance, City may, without limiting any other remedy or rights available under law to the City, terminate this Agreement. In the event the nature of the default prohibits SMP from completing the remedy within thirty (30) days, and SMP has promptly commenced and is diligently pursuing completion of the remedy, City shall, instead of terminating or utilizing any other remedy available to the City, assist and permit SMP to complete such remedy, but in no case shall SMP’s right to cure exceed ninety (90) days. Any violation of any federal, state or local law that has not been cured within the time periods set forth herein shall be considered a default. If during the term of this Agreement, City shall serve more than three (3) notices of default or non-compliance on SMP, and after the curing of said three (3) defaults, City shall, at City’s option, notify SMP that it shall no longer be permitted to the cure period described herein. Thereafter, for the duration of the term of this Agreement, City shall have all rights and remedies available under law.

In the event the City shall default in the performance of any obligation hereunder, including the obligation to perform each and every covenant, term and condition contained herein, SMP may, at any time, serve written notice of the City’s default under any provision of this Agreement, and if the City’s failure is not remedied within thirty (30) days of receiving notice of any such default or non-compliance, SMP may, without limiting any other remedy or rights available under law to SMP, terminate this Agreement or sue for specific performance of the City’s obligations. In the event the nature of the default prohibits the City from completing the remedy within thirty (30) days, and the City has promptly commenced and is diligently pursuing completion of the remedy, SMP shall, instead of terminating or utilizing any other remedy available to SMP, assist

and permit the City to complete such remedy, but in no case shall the City's right to cure exceed ninety (90) days. Any violation of any federal, state or local law that has not been cured within the time periods set forth herein shall be considered a default. If during the term of this Agreement, SMP shall serve more than three (3) notices of default or non-compliance on the City, and after the curing of said three (3) defaults, SMP shall, at SMP's option, notify the City that it shall no longer be permitted to the cure period described herein. Thereafter, for the duration of the term of this Agreement, SMP shall have all rights and remedies available under law.

Article VII Liability

SMP agrees to maintain insurance coverage in the event SMP causes damage to City property in the performance of its rights and obligations under this Agreement. Upon notification from the City of any such damage, SMP shall promptly remedy the same. Additionally, SMP shall maintain general liability insurance at commercially reasonable coverage limits insuring against bodily and property damage of anyone using the Project upon completion.

Article VIII Severability

In the event any one or more of the provisions contained in the Agreement shall be determined to be invalid and the remaining provisions can be given effect, then in such event the remaining provisions shall remain in full force and effect.

Article IX Non-Assignment

The rights, duties and responsibilities of parties under this agreement shall not be assignable by either party without written consent of the other party.

Article X Non-Waiver of Breach

The waiver of a breach of any one or more of the terms, provisions and conditions set forth and included in this Agreement shall not constitute, nor be construed to represent or constitute, the waiver in whole or in part of any subsequent breach of any term, provision or condition contained in this Agreement.

Article XI Integrated Agreement

This Agreement, including exhibits, represents the entire, complete and exclusive understanding and agreement of the parties hereto and reduces to writing all oral negotiations and agreements of the parties and shall not be changed, varied or otherwise amended except in writing, signed by each of the parties hereto.

Article XII
Notices

Unless and until otherwise advised in writing in accordance herewith, all notices required to be given under this Agreement shall be in writing sent by certified mail, postage prepaid, as follows:

To SMP: Board of Park Commissioners of Summit Metro Parks
 Attn: Mark Szeremet
 975 Treaty Line Road
 Akron, Ohio 44313
 MSzeremet@summitmetroparks.org

With a copy to: Roetzel & Andress
 Attn: Natalie Rothenbuecher, Esq.
 222 S. Main Street, Suite 400
 Akron, Ohio 44308
 nrothenbuecher@ralaw.com

To City: City of Kent
 Attn: _____
 930 Overholt Road
 Kent, Ohio 44320

With a copy to: _____

Article XIII
Article Headings

The article headings contained herein are inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of this Agreement, nor in any way to affect the interpretation of any provision of this Agreement.

Article XIV
Governing Law

This Agreement is being executed in the State of Ohio and the laws of Ohio shall govern its validity, effect, and performance.

[Remainder of this page intentionally left blank – signatures follow.]

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the day and year first written above.

CITY OF KENT

BOARD OF PARK COMMISSIONERS OF
SUMMIT METRO PARKS

By: _____
Its: _____
Date: _____

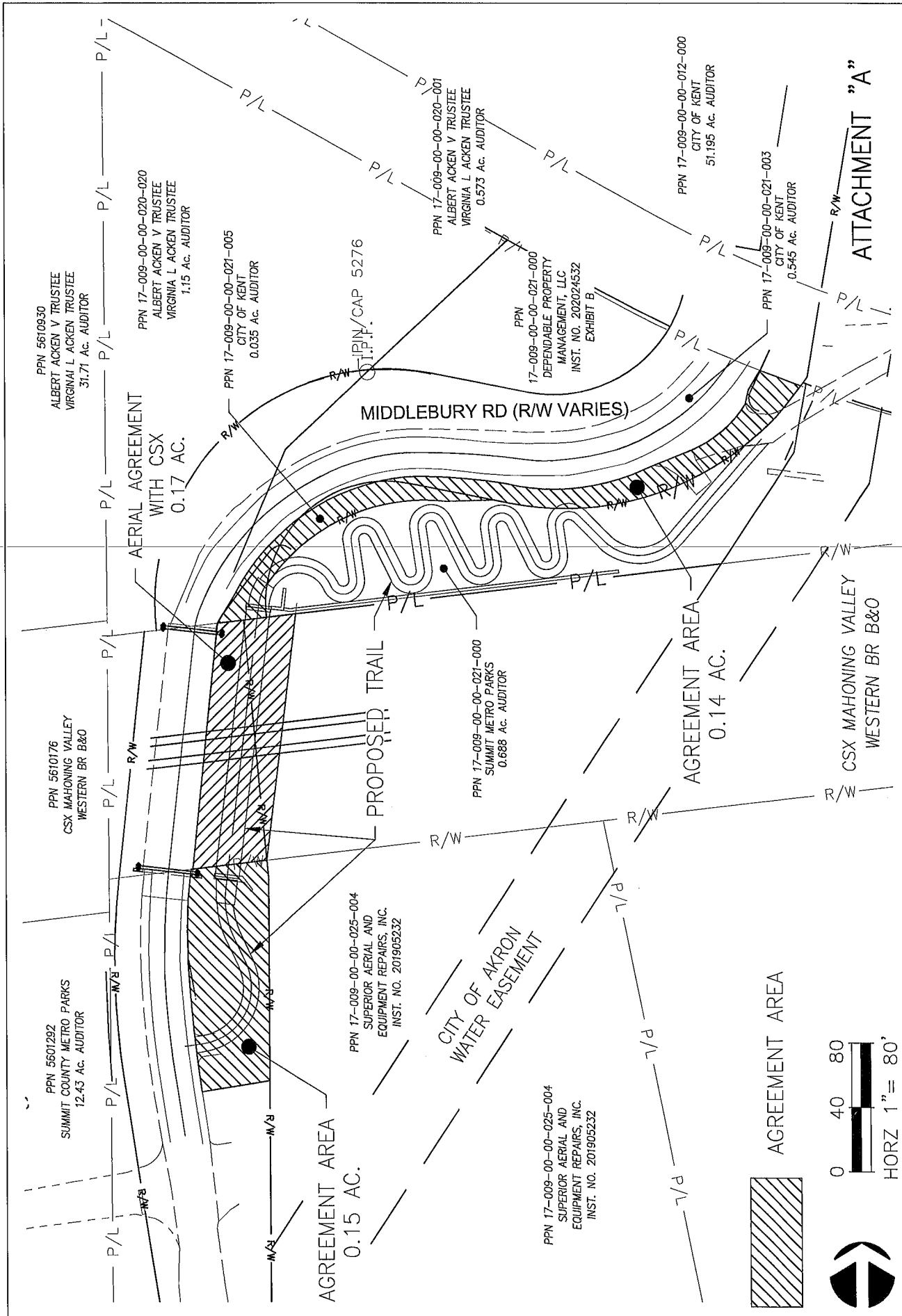
Lisa King, Executive Director

Approved as to form:

By: _____
Its: _____

EXHIBIT A

Right-of-Way Depiction

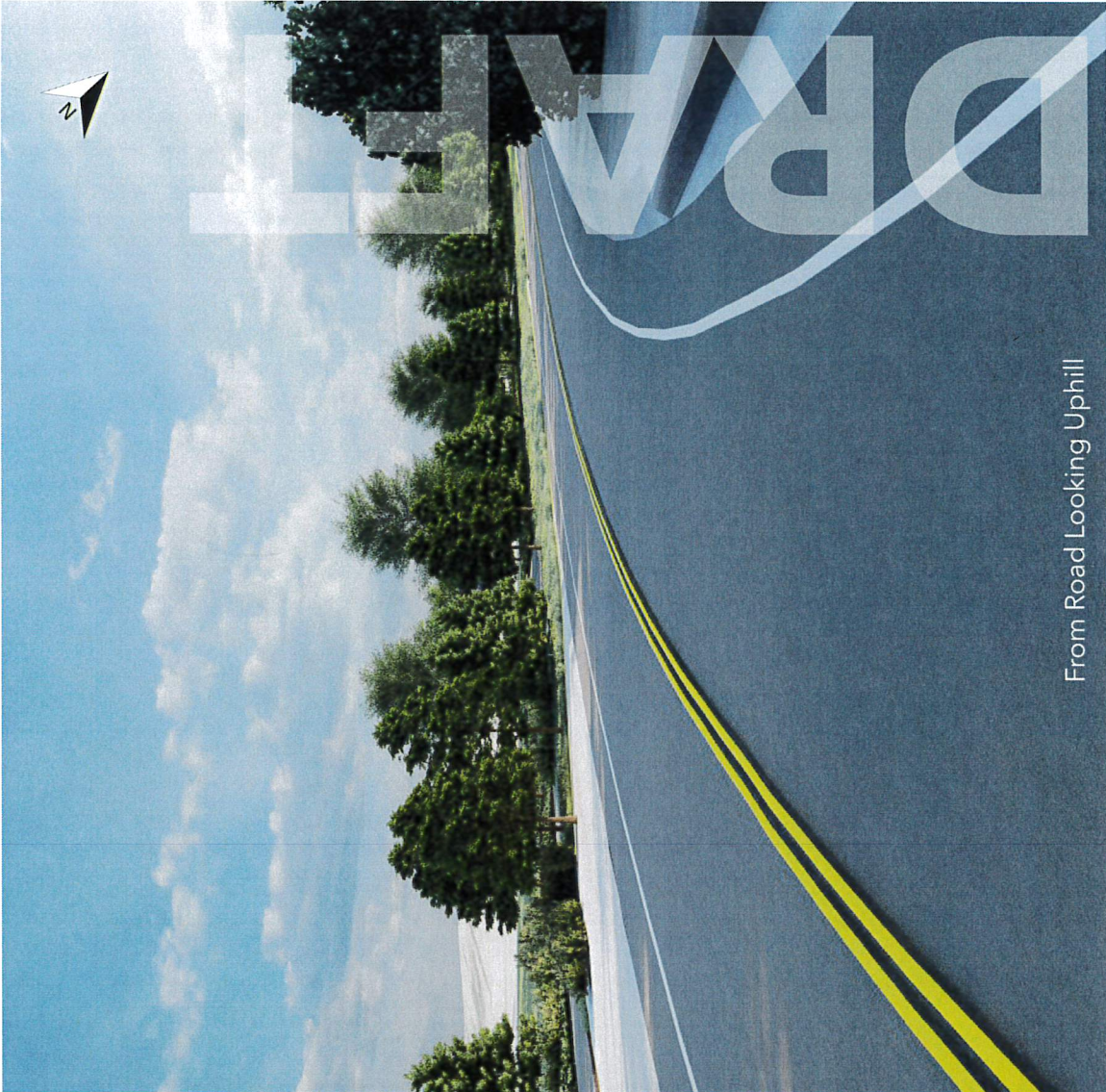


Summit Metro Parks 975 TREATY LINE ROAD AKRON, OHIO 44313 (330) 867-5511	FREEDOM TRAIL PORTAGE BIKE & HIKE CONNECTOR		DESIGNED BY: TRS DRAWN BY: TRS	REFERENCES: REVISIONS:	SCALE: 1" = 80' DATE: OCTOBER 2022	SHEET: 1 OF 1

Summit Metro Park - Freedom/CSX Site



Summit
Metro Parks



From Road Looking Uphill

Rendered Views

EM|H&T
March 31, 2022

Summit Metro Park - Freedom/CSX Site



From Roadway Bridge

Summit Metro Park - Freedom/CSX Site



From Bottom of Switchback looking Uphill



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: January 24, 2023
Re: FY2023 Appropriation Amendment #1

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

Fund 001 – General

Increase	\$	183,745	Health / Other (O&M) – Re-appropriate for the Tobacco Grant per J. Seidel 1/20/2023 memo.
Increase		10,000	IT / Other (O&M) - Appropriate funds for the implementation and licensing of CivicReady per N. Cecil, 1/24/2023 memo.

Fund 124 – Income Tax Safety

Increase	\$	160,000	Income Tax Safety/Police Dept/ Personnel & Benefits – Appropriation of amount withheld from Orig. 2023 Approved Budget due to Cert. of Est. Resources compliance; City had to file 1 st Amendment with County before appropriating remainder of KCC Approved Budget per R. Hall.
Increase		188,598	Income Tax Safety/Police Dept/ Personnel & Benefits – Re-appropriate Retention Grant received in 2022 to be paid out in 2023 per N. Shearer 1/3/2023 memo.
Increase		33,600	Capital / Police Dept - Appropriate additional funds for an undercover vehicle that will be subsidized with DEA funding per N Shearer 1/18/23 memo.

Fund 128 – Fire and EMS

Increase	\$	1,625	Fire & EMS/ Other (O&M) – re-appropriate donation received in 2022 for the Paramedicine Program to be spent in 2023 per B. Myers 1/3/2023 memo.
----------	----	-------	---

Fund 138 – ARPA

Increase	\$	1,109,000	ARPA/ Capital – Appropriation of amount withheld from Orig. 2023 Approved Budget due to Cert. of Est. Resources compliance; City had to file 1 st Amendment with County before appropriating remainder of KCC Approved Budget per R. Hall.
Increase		140,000	ARPA/ Capital – Re-appropriate for Final Clarifiers Phase 2 Rehabilitation per J. Bowling memo dated 1/19/2023.
Increase		65,000	ARPA/ Capital – Re-appropriate for Digester Heat Exchanger per J. Bowling 1/19/2023 memo.

Continued

Fund 201 – Water

Increase	\$ 939,400.0	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for the Majors/Stinaff/Cuyahoga Waterline Replacement.
Increase	7,500	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for the Utility Mapping Update Project.
Increase	50,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds the Summit Street Waterline Relocation.
Increase	50,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for the Water Meter Study.
Increase	20,000	Capital / WTP/Plant – Capital – Re-appropriate 2022 and prior year funds for Painting of KSU 400,000 Ground including lead abatement.
Increase	45,000	Capital / WTP/Plant – Capital – Re-appropriate 2022 and prior year funds for the Lime Slaker including Installation project.
Increase	119,200	Capital / WTP/Plant – Capital – Re-appropriate 2022 and prior year funds for the Fairchild Tank Emergency.
Increase	398	Capital / WTP/Plant – Capital – Re-appropriate 2021 and prior year funds for Well #9 Installation.

(all of above Fund 201 Re-appropriations are per J. Bowling 1/19/2023 memo)

Fund 202 – Sewer

Increase	\$ 155,288	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for SW Sanitary Pump Station.
Increase	7,500	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Utility Mapping Update Project.
Increase	13,780	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds Sanitary Sewer Model Update & Recalibration.
Increase	25,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Sanitary Design Standards.
Increase	15,131	Service / WRF / Capital – Re-appropriate 2022 and prior year funds for Digester Heat Exchanger.
Increase	30,000	Service / WRF / Capital – Re-appropriate 2022 and prior year funds for the Installation of Generator in Pretreatment Area.
Increase	5,000	Service / WRF / Capital – Re-appropriate 2022 and prior year funds to replace Plant Water Pump.
Increase	5,100	Service / WRF / Capital – Re-appropriate 2022 and prior year funds the Influent Headworks Building.
Increase	400,000	Service / WRF / Capital – Re-appropriate 2022 and prior year funds for the Final Clarifier Phase 1 Rehabilitation.
Increase	90,000	Service / WRF / Capital – Re-appropriate 2022 and prior year funds for the Final Clarifier Phase 2 Rehabilitation.
Increase	35,000	Service / WRF / Capital – Re-appropriate 2022 and prior year funds for the Turbo 10-Year Replacement Parts.

(all of above Fund 201 Re-appropriations are per J. Bowling 1/19/2023 memo)

Fund 208 – Storm Water

Increase	\$ 100,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Majors/Stinaff/Cuyahoga Waterline Replacement.
Increase	40,000	Capital / SVC - Capital Facilities – Re-appropriate 2022 and prior year funds for Storm Sewer Design Standard Update.

Continued

Fund 208 – Storm Water - Continued

Increase	\$	49,500	Capital / SVS – Capital Facilities – Re-appropriate 2022 and prior year funds for SR260 Storm Outlet Investigation & Replacement.
Increase		75,900	Capital / SVC - Capital Facilities – Re-appropriate 2022 and prior year funds for Storm Water Rate Analysis Project.
Increase		100,000	Capital / SVS – Capital Facilities – Re-appropriate 2022 and prior year funds for E. Main Storm Lining Project.
Increase		75,000	Capital / SVS – Capital Facilities – Re-appropriate 2022 and prior year funds for Storm Sewer Televising.

(all of above Fund 201 Re-appropriations are per J. Bowling 1/19/2023 memo)

Fund 301 – Capital Improvements

Increase	\$	35,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 funds – Summit/Franklin Intersection Project.
Increase		22,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for SR 59 Alternative Transportation Improvements.
Increase		10,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Majors/Stinaff/Cuyahoga Waterline Replacement.
Increase		983,627	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for E Main Street Area Improvement.
Increase		30,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 funds for Erie Street Parking Modifications.
Increase		470,000	Capital / SVC – Capital Facilities – Re-appropriate 2021 and prior year funds – Annual Street & Sidewalk Program.
Increase		15,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Pilot Sidewalk Programs Project.
Increase		3,010	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for N. Water Street Improvement Project.
Increase		62,900	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Active Transportation Acquisition.
Increase		50,000	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Franklin/Erie Street Curb Extension.
Increase		25,879	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for Main/S. Water Resurfacing.
Increase		3,100	Capital / SVC – Capital Facilities – Re-appropriate 2022 and prior year funds for the ODOT – SR43 Paving Project.
Increase		100,000	Capital / Service Admin – Re-appropriate 2022 and prior year funds Standing Rock Cemetery Wall Replacement.

(all of above Fund 201 Re-appropriations are per J. Bowling 1/19/2023 memo)



KENT CITY HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

HEALTH DEPARTMENT GRANT STATUS 2022-23

The Health Department continues to use grant opportunities to enhance services and defer operating costs. Not all the monies from several grants were spent down in 2022 and the grants continue into 2023. I respectfully ask Council to approve the re-appropriations of existing money for use in the 2023 calendar year:

Grant Name	Grant Amount	Appropriate funds
Tobacco Use 2023 (TU23)	\$83,800.00	For 2023: \$78,800.00 to 001.02.520.201.7390 \$5,000.00 to 001.02.520.201.7210
Healthy Eating and Active Living (HEAL)	\$8,000.00	For 2023: \$8,000.00 to 001.02.520.201.7420
CN22	\$10,694.33	\$1,104.13 to 001.02.520.201.7410 \$4,428.44 to 001.02.520.201.7420 \$4,892.85 to 001.02.520.201.7390 \$268.91 to 001.02.520.201.7330
EO22	\$38,420.56	\$410.00 to 001.02.520.201.7420 \$5,000.00 to 001.02.520.201.7310 \$5,210.60 to 001.02.520.201.7340 \$27,799.96 to 001.02.520.201.7330
Workforce Development	\$38,825.58	\$32,819.11 to 001.02.520.201.7340 \$2,545.78 to 001.02.520.205.7410 \$3,460.69 to 001.02.520.205.7210
Staying Active and Independent Living (SAIL)	\$4,000.00	For 2023 \$4,000.00 to 001.02.520.205.7420
	Total=\$183,740.47	

Thank you for your consideration,

Joan Seidel MA, BSN, RN, FAPIC, CIC
Health Commissioner

\$49,614.69 to 001.02.520.205.7001 left out since salaries are already included within the budget



CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Rhonda Hall
From: Nicholas Cecil, IT & Communications Manager
Date: 1/24/2023
Re: CivicReady Mass Notification System

Rhonda,

I am requesting the appropriation of \$10,000 into 001-09-570-728.7390 for the implementation and licensing of CivicReady. This system is intended to replace the end-of-life SwiftReach system. I am asking for additional funds as the initial implementation is more expensive than the original renewal that was budgeted for.

Thank you,
Nicholas Cecil

Kent Police Department

MEMORANDUM

#

To: Rhonda Hall, Finance Director
From: Nicholas Shearer, Chief of Police
Date: January 3, 2023
Subject: Grant Funding

This memorandum serves as a request to re-appropriate grant funds received in 2022 to 2023 to pay the remaining Police Bonus in the amount of \$188,595.55 as follows:

124.01.510.102.7001	\$154,524.24
124.01.510.102.7005	2,760.55
124.01.510.103.7001	23,209.52
124.01.510.103.7005	337.95
124.01.510.104.7001	7,652.32
124.01.510.104.7005	110.97

Kent Police Department

MEMORANDUM

#

To: Rhonda Hall, Finance Director
From: Nicholas Shearer, Chief of Police
Date: January 18, 2023
Subject: Vehicle Purchase

This memorandum serves as a request to appropriate funds for the purchase of an un-marked vehicle for covert police use. We have an undercover detective who works full-time in a funded task force officer position with the United States Drug Enforcement Administration. They have offered to pay \$24,300 towards the purchase of a new vehicle for this task force officer. We have received quotes for vehicles and know the purchase price of the vehicle we intend to purchase is \$33,600. We also know that we will be trading in another vehicle towards this purchase. An initial quote for the trade is \$3,500, however, this price is not locked in because the price of used vehicles fluctuates frequently and we are not ready to make the purchase and turn the trade-in vehicle over yet. I am requesting council approval to appropriate \$33,600 for this purchase with the understanding that the city will be reimbursed \$24,300 and the purchase price will be less the amount of the trade-in price.



City Of Kent Fire Department

William Myers
Fire Chief

To: Rhonda Hall, Budget and Finance Director
From: William Myers *WM*
CC: Brian Huff, Controller
file
Date: January 3, 2023
Re: Reappropriation of Funds

We are requesting the cash donation of \$1625.75 from the Kent Firefighters Association in line 128-01-510-117-7420 Paramedicine; to be reappropriated in the same line for the 2023 budget.

Also, we are requesting the donation from Carol Lockhart of \$5000.00 in line 128-01-510-108-7340 to be reappropriated to the same line for the 2023 budget.

Thank you

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Rhonda Hall
Dave Ruller

CIP 201 = 201.05.550.502.7680
WTP 201 = 201.05.550.501.7680
CIP 202 = 202.05.550.505.7680
WRF 202 = 202.05.550.503.7680

FROM: Jim Bowling 

DATE: January 19, 2023

RE: 2022 Capital Improvement Program – Re-appropriations for 2023

The following projects' appropriations need to be reappropriated in 2023. These projects are critical to the infrastructure of the City and still have a defined need to be completed. Please note that re-appropriations for the entire Service Department are included in this memo. If there are any questions on the following list of funds, which were appropriated and not encumbered at the end of 2022, please let me know.

Engineering Division Projects:

East Main Street Area Improvements (2019CIP004) – This project is in the design phase with the right-of-way acquisition phase to start in 2023. The project is anticipated to start construction in 2025. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2019	301 – Capital	\$983,627	\$885,264 Federal Fund \$49,181 KSU Reimbursed

North Water Street Improvements (2018CIP009) – This project was substantially completed in 2021. Some post-construction minor enhancements items are anticipated to be completed in 2023. Therefore, we are requesting to appropriate the following unencumbered monies in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2018	301 – Capital	\$3,010	

Water Meter Study (2022CIP009) – This project was not initiated in 2022. The project was delayed in 2022 due to unexpected water emergencies in the water production and distribution system. The project is planned to commence in 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	201 – Water	\$50,000	

Active Transportation Acquisition (2021CIP014) – This project was started in 2021 with the completion of Title Searches on potential properties. We are currently in discussions with our partners to continue the project. Therefore, we are requesting to appropriate the following unencumbered monies in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	301 – Capital	\$62,900	

Annual Street and Sidewalk Program – The Annual Street and Sidewalk project consists of several operations including sidewalk replacement, concrete repair, chip seal, crack seal and resurfacing. The need to repair the streets and sidewalks in the City are continuous. Therefore, we are requesting the following appropriated and not encumbered monies be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$470,000	

Pilot Sidewalk Programs (2019CIP003) – This project was initiated in 2019 to provide property owners with more timely options to repair the sidewalk in front of their properties. We have had several inquiries into the programs and couple residents have used the programs. The programs have been received favorably. Therefore, we are requesting to re-appropriate the following monies in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2019	301 – Capital	\$15,000	

Utility Mapping Update (2018CIP014) – This is an ongoing project to continually refine and improve the mapping of our water, storm and sewer facilities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2018	201 → Water	\$7,500	
	202 - Sewer	\$7,500	

SW Sanitary Pump Station (2008CIP012) – This project is currently in construction and scheduled for substantial completion in early 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2016	202 - Sewer	\$155,288	\$100,000 OWDA Loan Funded

Summit Street Waterline Relocation (2022CIP021) – This is a joint project with Kent State University (KSU). KSU is managing the project and it is still in construction. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	201 - Water	\$50,000	

Storm Water Rate Analysis (2017CIP007) – This project was initiated in 2017 and the first phase was completed in 2018. The project was delayed due to other conflicting priorities and then in 2020 was delayed due to budget concerns with COVID-19. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2017	208 – Storm	\$75,900	

Storm Sewer Design Standards Update (2021CIP007) – This project was not started due to conflicts with higher priorities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	208 – Storm	\$40,000	

Majors/Stinaff/Cuyahoga Waterline Replacement (2015CIP004) – This project is currently in the design phase with the plans being 90% complete. The project was delayed in 2022 due to unexpected water emergencies in the water production and distribution system. The project is planned to be bid and construction commence in 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2015	201 – Water	\$939,400	\$355,000 OPWC Funded
2015	208 – Storm	\$100,000	\$40,000 OPWC Funded
2015	301 – Capital	\$10,000	

East Main Storm Lining (2021CIP017) – This project includes the lining of storm sewers, as necessary, prior to the East Main Street Construction Project. The project is currently in the design phase. Therefore, the following appropriated and not encumbered monies will need to be re- appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	208 – Storm	\$100,000	

Franklin/Erie Street Curb Extension (2020CIP008) – This project includes the construction of a curb extension at the northeast corner of the Erie/Franklin Streets’ intersection. The project is intended to be completed in conjunction with the private development on the southeast corner of the intersection. That project has been delayed, but is continuing to progress. Therefore, the following appropriated and not encumbered monies will need to be re- appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2020	301 – Capital	\$50,000	

Summit/Franklin Intersection (2022CIP017) – This project was delayed due to higher priorities. Specifically, the opportunity to pave Main/S Water in 2022 with AMATS funding arose and was completed instead in 2022. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$35,000	

Erie Street Parking Modification (2022CIP019) – This project was delayed due to higher priorities. Specifically, the opportunity to pave Main/S Water in 2022 with AMATS funding arose and was completed instead in 2022. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$30,000	

Main/S Water Resurfacing (2022CIP020) – This project was substantially completed in 2022. The project has not been closed out as the retainage and other minor items are still waiting to be completed. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$25,879	\$20,703 Federal Funds

SR 59 Alternative Transportation Improvements (2022CIP025) – This project was initiated in 2022 and is in the planning and funding plan stage. Highway Safety Improvement Program (HSIP) funds were submitted to for funding in 2022. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$22,000	\$11,000 PARTA \$3,674 Franklin Twp

ODOT – SR 43 Paving (PID #101270) (2022CIP006) – This project is part of the ODOT managed Municipal Paving Program. In 2022, ODOT bid the project and Kent’s anticipated share of the project was paid to ODOT. The project is scheduled to start construction in 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	301 – Capital	\$3,100	

Sanitary Sewer Model Update and Recalibration (2022CIP011) – This project was initiated in 2022 and will continue through 2023. Therefore, we are requesting to re-appropriate the following monies in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$13,780	

Sanitary Design Standards (2022CIP014) – This project was unable to be started in 2022 due to higher priorities and outside influences delaying projects. We are hoping to initiate this project in 2023. Therefore, we are requesting to re-appropriate the following monies in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$25,000	

Storm Sewer Televising (2022CIP015) – This project was unable to be started in 2022 due to higher priorities and outside influences delaying projects. The project is scheduled to commence in 2023. Therefore, we are requesting to re-appropriate the following monies in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	208 – Storm	\$75,000	

Central Maintenance Projects:

SR 261 Storm Outlet Investigation and Replacement (2022CMD011) – This work was initiated in 2022 and materials were ordered. Installation will be completed upon receiving the materials. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	208 – Storm	\$49,500	

Water Treatment Plant Projects:

Paint KSU 400,000 Ground including Lead Abatement (2017WTP004) – This project began construct construction in 2022 and is substantially complete. Minor work and the closeout of the project is required in 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2017	201 – Water	\$20,000	

Well #9 Installation (2021WTP006) – The project is currently in construction and waiting on parts to arrive to complete the project. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	201 – Water	\$398	

Fairchild Tank Emergency (2022WTP005) –This project was required in April, 2022 to perform emergency repairs to the Fairchild Tank. The tank was able to be put back in service in 2022, however there are still some issues to resolve before the project is finalized. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	201 - Water	\$119,200	

Lime Slaker including Installation (2021WTP002) – The Lime Slaker was purchased in 2022 and needs to be installed. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	201 – Water	\$45,000	

Water Reclamation Facility Projects:

Digester Heat Exchanger (2011WRF010) –This project includes the replacement of 2 existing heat digesters, which will require a new building to meet current fire protection standards. This project is in the end of the design phase with construction scheduled to begin in 2023. Therefore, the remaining unencumbered funds will need to re-appropriated in 2022 until funding can be obtained to construct the project.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2011	138 – ARPA	\$65,000	
2011	202 – Sewer	\$15,131	

Turbo 10-year Replacement Parts (2022WRF003) - This purchase is for any parts that are found needed during the preventative maintenance inspections, including to have replacement parts in stock. The project was not completed in 2022 and will be completed in 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-appropriation request	Comment
2022	202 - Sewer	\$35,000.00	

Installation of Generator in Pretreatment Area (2020WRF008)-This project includes the installation of a City owned emergency generator in the pretreatment section of the plant. The project was not completed in 2022 and will be completed in 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-appropriation request	Comment
2020	202 - Sewer	\$30,000.00	

Replace Plant Water Pump (2021WRF006) -This allocation will afford the purchase of a replacement water pump used to distribute plant effluent to designated treatment areas within the facility. The project was not completed in 2022 and will be completed in 2023. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-appropriation request	Comment
2021	202 - Sewer	\$5,000.00	

Influent Headworks Building (2021WRF007) -This project started in the planning phase in 2022. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-appropriation request	Comment
2021	202 - Sewer	\$5,100.00	

Final Clarifiers Rehabilitation - Phase 1 (2022WRF001) –This project was bid and construction commenced in 2022. The project will continue in 2023. Therefore, the remaining unencumbered funds will need to re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	202 – Sewer	\$400,000	\$139,600 OPWC Funded \$205,330 Ohio ARPA Funded

Final Clarifiers Rehabilitation – Phase 2(2022WRF004) – This project was bid and construction commenced in 2022. The project will continue in 2023. Therefore, the remaining unencumbered funds will need to re-appropriated in 2023

Original CIP Year	Fund	Re-Appropriation Request	Comment
2022	138 – ARPA	\$140,000	
2022	202 – Sewer	\$90,000	\$90,000 OPWC Funded

Service Administration Projects:

Standing Rock Cemetery Wall Replacement (2021KSD002) – The project was delayed due to other conflicting and higher priorities. Therefore, the following appropriated and not encumbered monies will need to be re-appropriated in 2023.

Original CIP Year	Fund	Re-Appropriation Request	Comment
2021	301 – Capital	\$100,000	

In addition to the above re-appropriations, the following are anticipated **reimbursements from existing encumbrances** on current projects:

Project	Fund	Source	Reimbursements
North Water Street	201 – Water	Federal	\$3,384
North Water Street	301 – Capital	Federal	\$100,823
East Main Street Area Improvements	301 – Capital	Federal	\$290,495
East Main Street Area Improvements	301 – Capital	KSU	\$36,312
Main/S Water Resurfacing	001 – General	Federal	\$9,191
Main/S Water Resurfacing	201 – Water	Federal	\$9,191
Main/S Water Resurfacing	202 – Sewer	Federal	\$6,893
Main/S Water Resurfacing	208 - Storm	Federal	\$7,433
Main/S Water Resurfacing	301 – Capital	Federal	\$48,595
SR 59 Alternative Transportation Imp.	301 – Capital	PARTA/Franklin Twp	\$1,635
Downtown Lighting LED Study	301 – Capital	NOPEC	\$20,000
Annual Street and Sidewalk Program	301 - Capital	State	\$54,000
Paint KSU 400,000 Ground Including Lead Abatement	201 - Water	State	\$60,000
SW Sanitary Pump Station	202 – Sewer	Federal/State	\$561,900
WRF Final Clarifiers Rehabilitation Phase 1	202 – Sewer	Federal/State	\$1,758,285
WRF Final Clarifiers Rehabilitation Phase 2	202 – Sewer	State	\$550,000

The total 2022 appropriations and reimbursements needing to be re-appropriated, by fund, based on the above are:

Fund	2022 Re-appropriations	Re-appropriations Reimbursable Amount	Existing Encumbrances Reimbursable Amount
001 - General	-	-	\$9,191
138 - ARPA	\$205,000	-	-
201 – Water	\$1,231,498	\$355,000	\$72,575
202 – Sewer	\$781,799	\$534,930	\$2,877,078
208 – Storm	\$440,400	\$40,000	\$7,433
301 - Capital	\$1,810,516	\$969,822	\$551,860

C: Brian Huff
Melanie Baker
Jon Giaquinto
Rhonda Boyd
Pat Homan
Cori Finney
Bill Schesventer
Corey Allen
John Ellison
Brad McKay
Gary Labajetta
Cathy Wilson
Sheri Chestnutwood
David Krise