



City of Kent
Wednesday, August 2, 2023
City Council Committee Meetings
320 S. Depeyster Street, Kent, OH 44240

AGENDA

6:50 P.M. Board of Control

6:55 P.M. Special Council Meeting (Separate Agenda)

7:00 P.M. Public Hearing

In accordance with Chapter 1111.01(b)(2) of the Kent Codified Ordinances, notice was given on June 30, 2023 that the Kent City Council will conduct a Public Hearing to allow for public comment on proposed text amendments to the City of Kent Zoning Code:

- CHAPTER 1105: CONDITIONS APPLICABLE TO SPECIFIC LAND USES
- CHAPTER 1106: GENERAL PROVISIONS
- CHAPTER 1109: SIGNS
- CHAPTER 1111: ADMINISTRATIVE BOARDS AND COMMISSIONS

Committee Meeting Immediately Following Public Hearing

1. **Committee of the Whole** (Chair Fiala/ Vice-Chair Amrhein)
 - 1.1. KSU Update (Dr. Dana Lawless-Andric)
 - 1.2. New City Hall Construction Update (Melanie Baker)
 - 1.3. Ward Revisions-2020 Census (Bridget Susel)
2. **Health and Public Safety Committee** (Chair Amrhein/ Vice-Chair Sidoti)
 - 2.1. Vape Density Proposal and Moratorium Options (Joan Seidel, Hope Jones)
 - 2.2. School Resource Officer Agreement Renewal (Chief Shearer)
 - 2.3. DORA Exception Request (Nick Shearer, Hope Jones)
3. **Land Use Committee** (Chair Ferrara/Vice- Chair Shaffer Bish)
 - 3.1. Zoning Code Text Amendments (Bridget Susel)

4. **Streets, Sidewalks & Utilities Committee** (Chair Sidoti/ Vice-Chair Wallach)

- 4.1. KSU "Flashes First" Downtown Street Closure Request (Eric Helmstedter)
- 4.2. Stow/Summit Street Bridge and Pedestrian Improvements Agreement with Portage County (Jim Bowling)
- 4.3. SR 59 Alternative Transportation Improvements (Jim Bowling)

5. **Finance Committee** (Chair DeLeone/Vice-Chair Wallach)

- 5.1. Tobacco Use Grant 2024 (Joan Seidel)
- 5.2. Drug Overdose Awareness Day Stipend (Joan Seidel)
- 5.3. Fire Department Ohio Ambulance Service Transportation Grant (Jamie Samels)
- 5.4. Certified Liens to the County for Outstanding Payments (Rhonda Hall)

Adjourn

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

TENTATIVE AUGUST 2023 CALENDAR

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 7. pm Council Committee Mtgs. Special Council Mtg.	3	4	5
6	7 3 pm Arch. Rev. Brd. Mtg. 5:30 pm Sustainability Commission	8	9	10 4:00 pm Standing Rock Cemetery Board	11	12
13	14	15 7 pm. Planning Comm. Mtg.	16 7:30 pm Reg. Council Mtg	17 5:30 pm Parks and Rec. Board	18	19
20	21 5 pm Civil Service Commission Mtg. 7 pm Board of Zoning Appeals Mtg.	22	23	24	25	26
27	28	29	30	31		

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; 07/23	Wallach
Design Guidelines Reorganization	6/21	Sidoti
Discussion with Franklin Twp. /sidewalk snow upkeep	1/22	Shaffer Bish
Review of Planning Commission Timelines	4/23	Kuhar
Review of Roadwork Needed on Portage St.	5/23	Wallach
New Administration Building Dedication Committee of Whole	5/23	Sidoti

Council Committee	Month/Yr.	Motion Made by
Parameters for low-frequency noises-- Health and Public Safety	1/21; 3/23	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
Vape Shops and Medical Marijuana Dispensaries - Health & Public Safety	6/23	Ferrara

Updated & Posted July 27, 2023 Amy Wilkens | Clerk of Council | Kent City Council

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CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: July 23, 2023

TO: Dave Ruller, City Manager

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

RE: Ward Apportionment based on 2020 Census Data

The Community Development Department has completed its review of the 2020 Census data and proposed adjustments to the six ward maps to comply with the City's Charter. The 2020 Census data was issued to the City in October of 2021 and upon review, the Community Development Department noted that the U.S. Census Bureau had consolidated, modified, eliminated and/or designated several new Census Tracts, Block Groups and Block Group Blocks that resulted in substantive changes from the 2010 Census data, which was used to establish the current ward maps.

In addition to the reconfiguration of some of the geographic identifiers (GEOIDs) applied to the City's 2020 Census data, staff noted inconsistencies in some of population data reported by the Census in certain geographic areas of the City, including but not limited to known multi-family commercial residential development projects that were constructed between 2012-2019. These inconsistencies in reported population in the areas with multi-unit housing may be partly attributed to the pandemic, which resulted in most of the students residing in off campus housing leaving the community in March 2020, which was one month before the actual Census count kick-off date on April 1, 2020.

In January 2022, the U. S. Census initiated a Census Question Resolution (CQR) process that allowed communities to submit data for review. The Community Development Department did submit data on new multi-unit housing projects that seem underrepresented in the 2020 Census data, but the CQR process was limited in its scope and only reviewed the aggregate population data, which did not resolve any of the questions raised by the Community Development Department.

The attached 2020 Census ward maps are based on the final data issued by the U.S. Census Bureau. Section 12.02 of the City's Charter requires there be no more than a 10% differential between population counts for the six wards. Using the 2020 Census data and applying the 10% requirement, all wards must have a population of no less than 4,465 and no more than 4,936. The revised ward maps are attached.

I am respectfully requesting time at the August 2, 2023 Council Committee meeting to discuss the revised ward maps in greater detail and to request Council authorization of the new maps, which are to be submitted to the Portage County Board of Elections.

◦ If you require any additional information to add this to August 2, 2023 Council agenda, please let me know.

Thank you.

Attachments

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

Ward Population Data (2020 Census Compared to 201 Census)						
		2020 Census		2010 Census		Change
Ward 1		4,510		4,758		(248)
Ward 2		4,601		4,906		(305)
Ward 3		4,763		4,709		54
Ward 4		4,555		5,032		(477)
Ward 5		4,865		4,808		57
Ward 6		4,909		4,691		218
		28,203	*	28,904		(701)
Average per Ward		4,701		4,817		(117)
Max. 2020 Population per Ward		4,936				
Min. 2020 Population per Ward		4,465				
10% of 2020 Ward Average		470				
Allowed Range Factor (470/2)		235				
* CQR reduced 2020 total population from 28,215 to 28,203 (-12)						



UNITED STATES DEPARTMENT OF COMMERCE
U.S. Census Bureau
Office of the Director
Washington, DC 20233-0001

Kent city
PL3939872

September 19, 2022

Ms. Bridget Susel
Director, Community Development
930 Overhold Rd
Kent, OH 44240

RE: 2020 Census CQR Case Number PL3939872_A

Dear Ms. Susel:

Thank you for your submission to the 2020 Census Count Question Resolution operation (CQR). This letter serves as the official determination for your submission. We reviewed the documentation you provided in conjunction with the official 2020 Census records as part of our research to resolve your questions. Our research found errors within the legal boundary of your governmental unit.

Enclosed are your revised housing and population counts in the form of an official statement and a detailed table. If your CQR case resulted in a change for an adjacent governmental unit, they will receive a separate notification regarding their revised counts. You will receive a courtesy copy (CC) of their notification.

Thank you for sharing your concerns, and for your efforts to ensure that the 2020 Census counts are accurate. If you have questions, please contact the CQR Help Desk by phone at 1-(888) 369-3617 or by email at dcmd.2020.cqr.submissions@census.gov. Please cite the 2020 Census CQR case number shown above in your communication.

Sincerely,

A handwritten signature in black ink that reads "Robert L. Santos".

Robert L. Santos
Director

Enclosures

cc: State Data Center
Federal-State Cooperative for Population Estimates
Census Redistricting Office

FROM THE DIRECTOR
U.S. CENSUS BUREAU

This is an official statement of the revised 2020 Census counts of housing and population made through 2020 Census CQR case number PL3939872_A.

~~~~~  
According to the official records of the TWENTY-FOURTH DECENNIAL CENSUS OF THE UNITED STATES, on file at the U.S. Census Bureau, the following are the revised counts as of April 1, 2020, for Kent, Ohio:

Total Housing.....12,087  
Total Population.....28,203  
~~~~~

Because of the actions taken in this CQR case, the Census Bureau will include the revisions in the errata information available online from <www.census.gov/programs-surveys/decennial-census/decade/2020/planning-management/evaluate/cqr.html>. The Census Bureau will use the revisions to modify the decennial census file for use in annual postcensal estimates released for the years after the decennial census; however, the census counts used for congressional apportionment, legislative redistricting, and the 2020 Census data products will remain unchanged. See the enclosed table for a summary of the revisions. The table includes the original and revised counts of housing and population and the change calculated between the two.

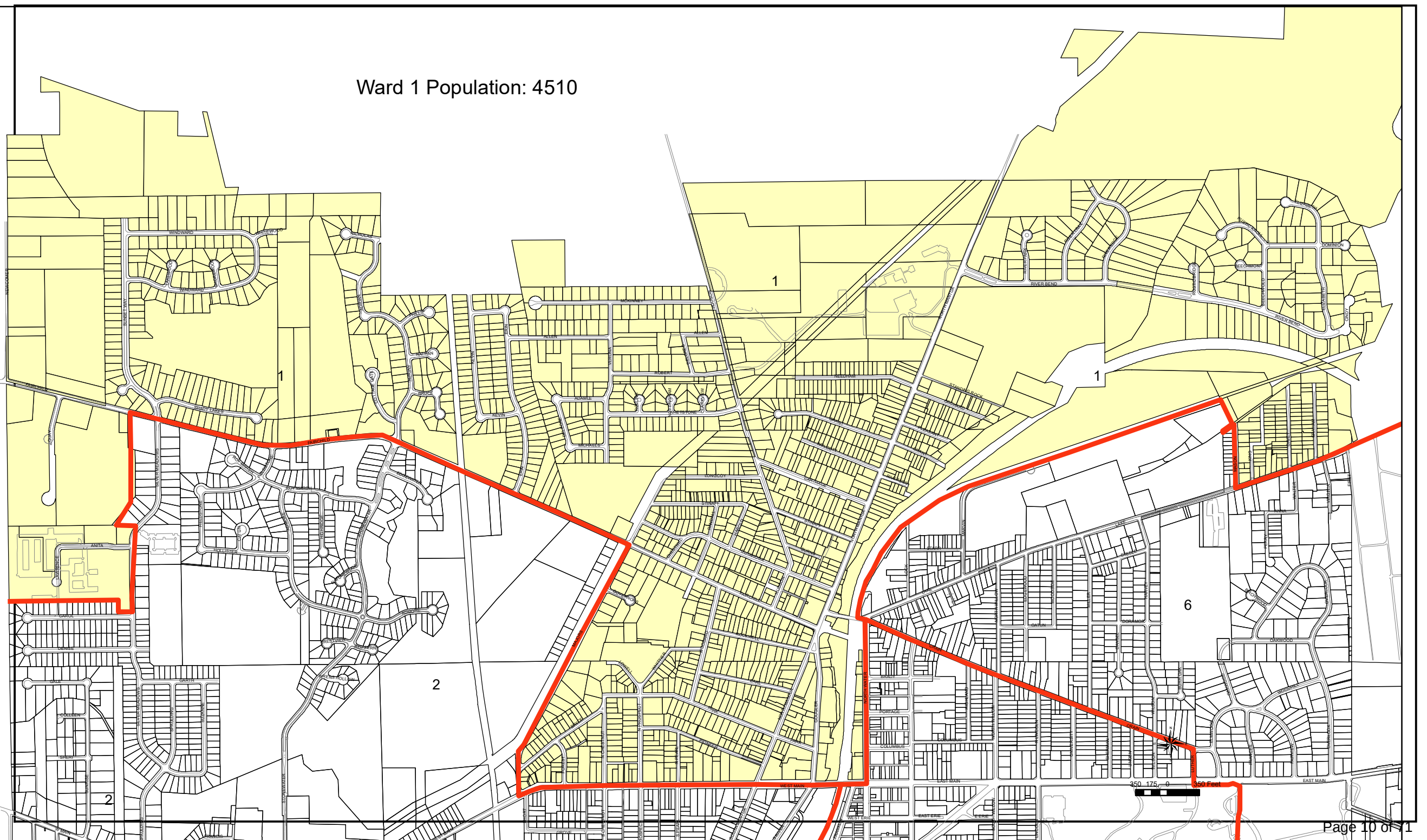


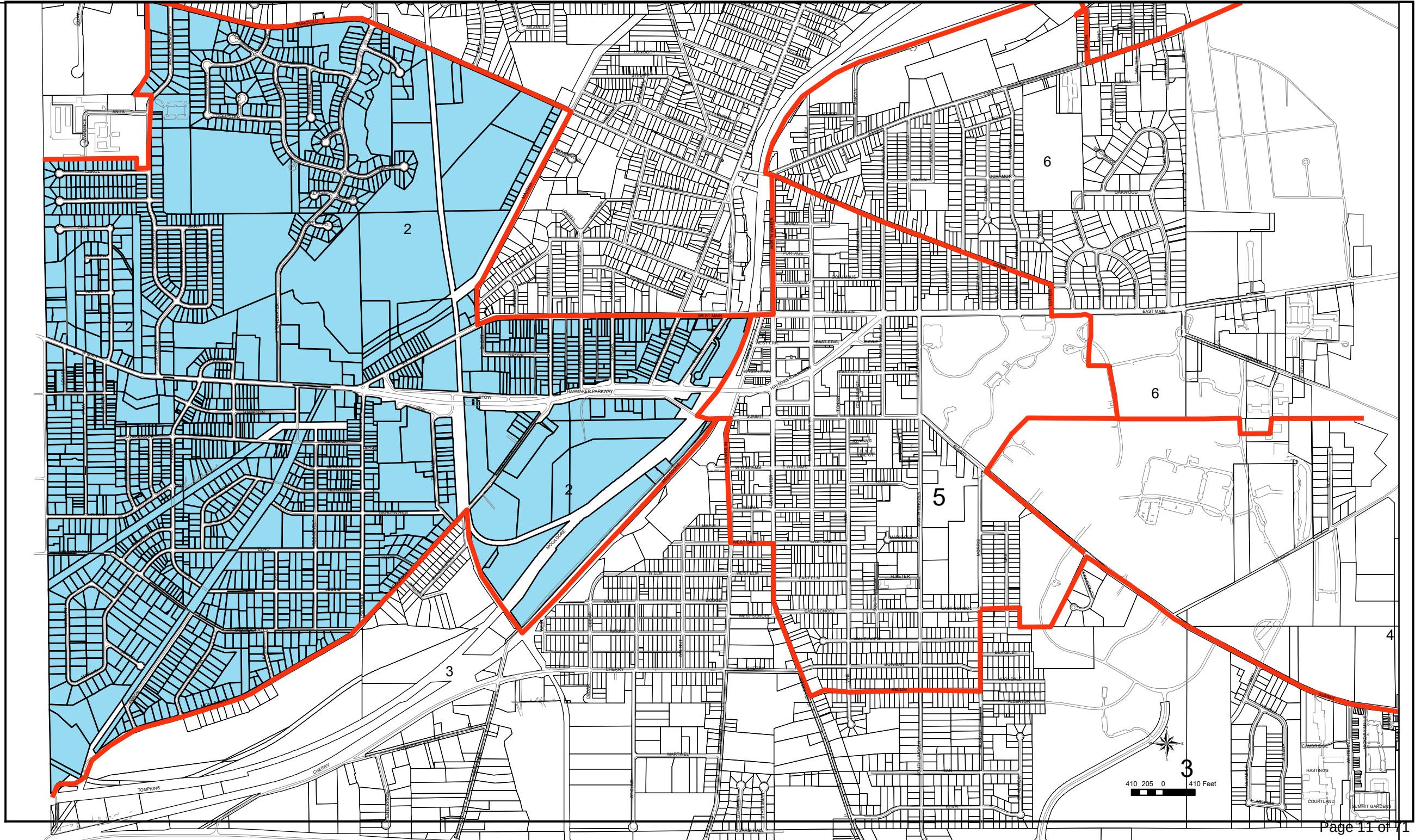
Robert L. Santos
Director

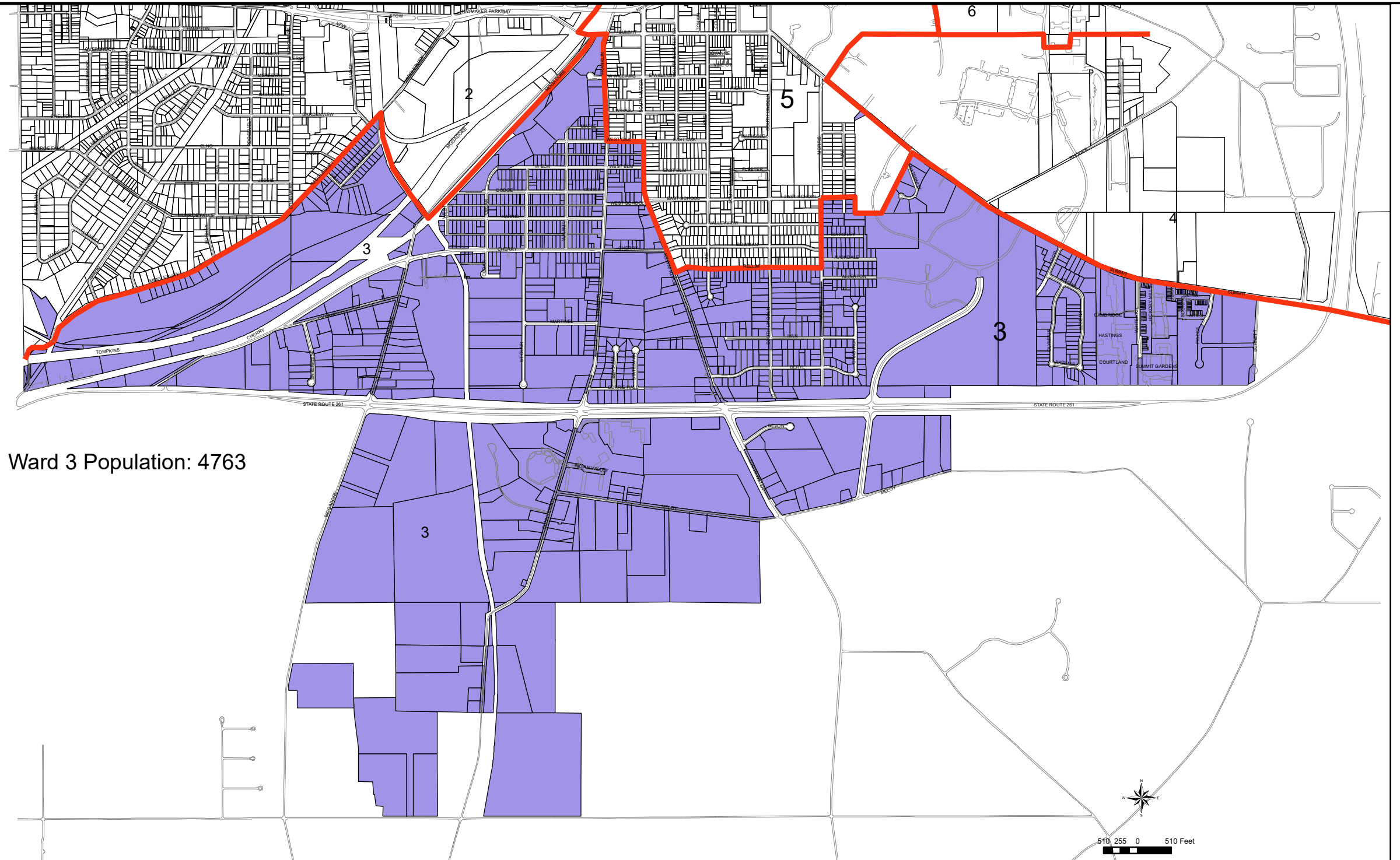
Table 1: 2020 Census CQR Original and Revised Counts

Governmental unit (GU) name	Original 2020 Census Counts			Revised Counts			Change		
	Total Housing Units (HUs)	Total Group Quarters (GQs)	Total Population	Total HUs	Total GQs	Total Population	Total HUs	Total GQs	Total Population
Kent city, Ohio	12,052	42	28,215	12,045	42	28,203	-7	0	-12

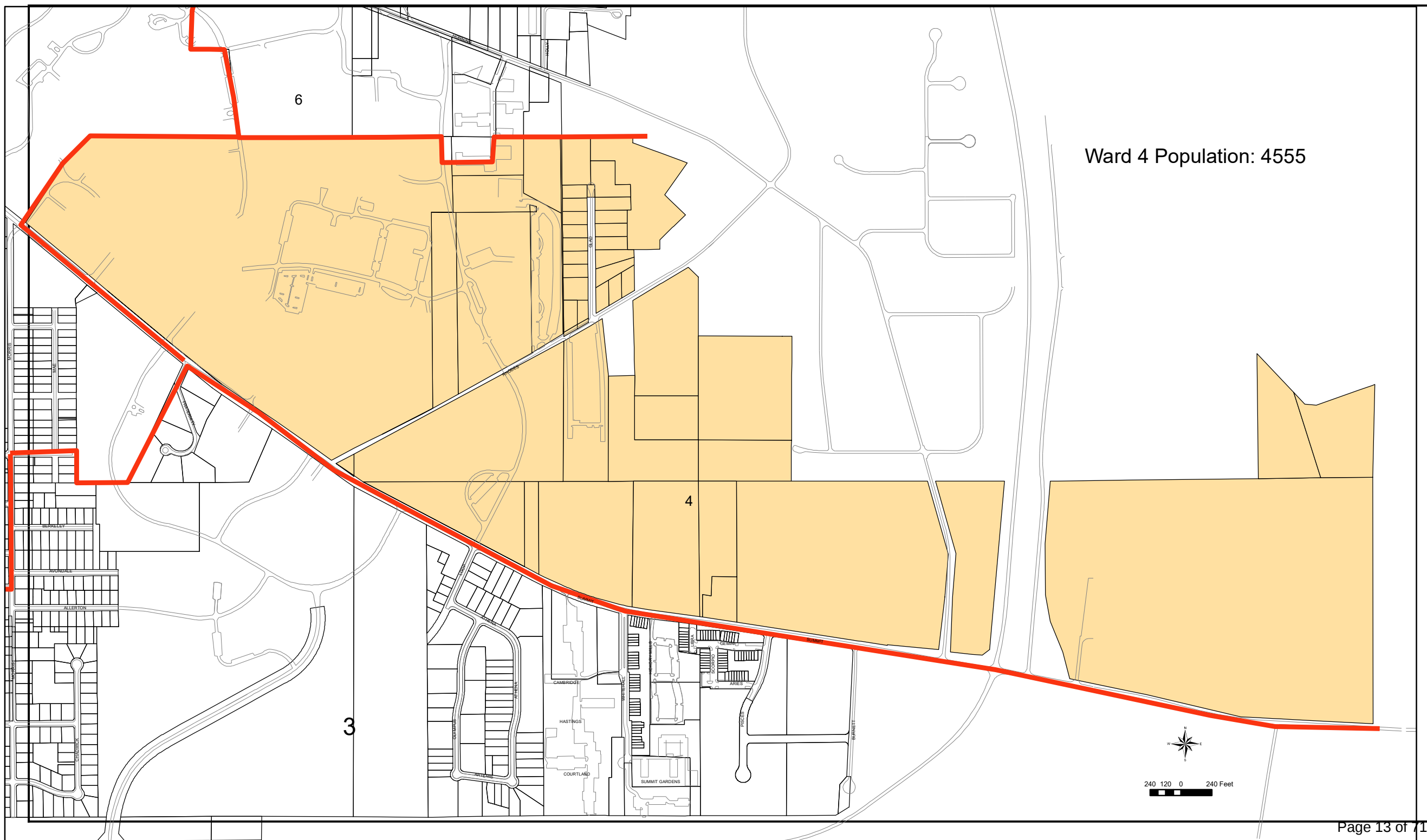
Ward 1 Population: 4510







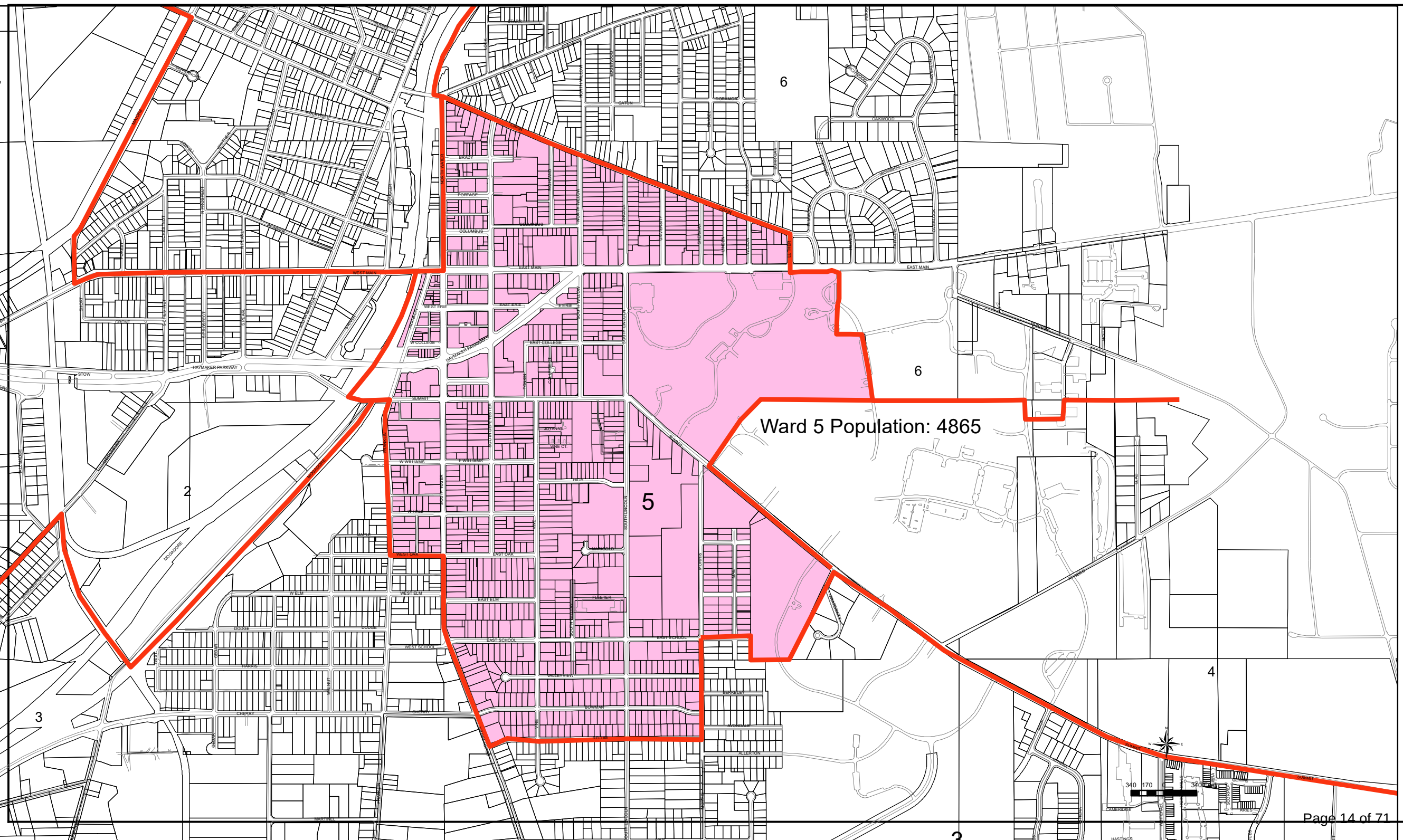
Ward 3 Population: 4763

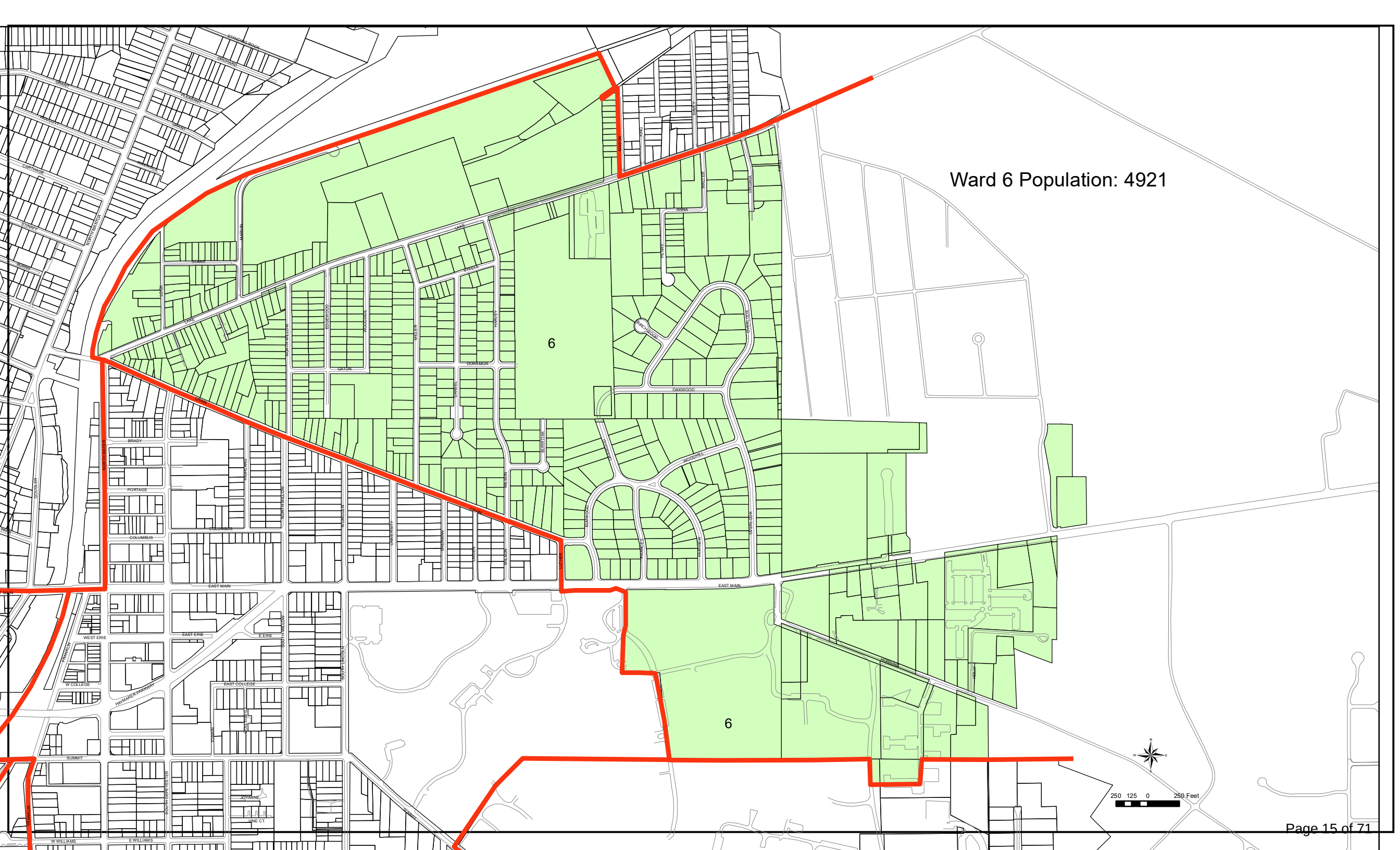


Ward 4 Population: 4555



240 120 0 240 Feet





Ward 6 Population: 4921



KENT CITY HEALTH DEPARTMENT

201 East Erie St., Kent Central Gateway, KENT, OHIO 44240
(330) 678-8109 FAX (330) 678-2082

The City of Kent is experiencing an explosion of new Vap shops opening. While new businesses are crucial to the health of our local economy, the number of new Vap shops is concerning. These shops are not opening to assist residents in quitting, but to make it easier to get started on and continue vaping. Thus, they are a harmful addition to our citizens.

Since Governor DeWine has recently vetoed the 2024 budget line item which would have eliminated home rule for tobacco legislation, we feel the time is right to address this growing concern. Kent City Council has been proactive on numerous occasions to restrict Tobacco and Vap products to those 21 and over as well as enforcement on licensing of tobacco retailers.

Jalessa Caples and I would like to ask your permission to present an update to the Tobacco Ordinance that would limit the density of Tobacco and Vap retailers in the jurisdiction of Kent City. While our entire department and Board of Health supports this addition to existing law, community members have also shared concerns about the seemingly exponential growth of tobacco and Vap retailers in the last few months.

We thank you for your thoughtful consideration of this serious health concern.

Ordinance No. 2023-073

AN ORDINANCE ADOPTING CHAPTER 772 OF THE KENT CODIFIED ORDINANCES TO ESTABLISH THE TOBACCO RETAILER DENSITY AND PROXIMITY PROVISION, AND DECLARING AN EMERGENCY.

WHEREAS, every year tobacco products lead to the deaths of nearly one-half million Americans and drain more than \$268 billion in directly related healthcare and lost productivity costs; and

WHEREAS, studies have shown that tobacco use rates are affected by where tobacco retailers are located and how concentrated, or dense, they are in a given area.

WHEREAS, studies have shown that increased availability of tobacco products is associated with increases in both youth and adult smoking rates

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

773.01 Definitions.

- (1) "Youth Facility" means any agency, organization, or school whose main purpose is directed at programing, care, activities, or education for those under 18 years of age. (for example childcare centers, recreation center, private and public schools).
- (2) "Business" means any facility that currently requires a tobacco license to sell these products.
- (3) "Retail Establishment" means any place of business where licensed products are available for sale to the general public. Retail Establishment includes but is not limited to grocery stores, tobacco products shops, convenience stores, liquor stores, gasoline service stations, bars, restaurants and establishment where licensed products are consumed on the premises, such as hookah bars.
- (4) "Sale" means any transfer of goods for money, trade, barter or other consideration.
- (5) "Person" means any natural person.

773.02 Tobacco Retailer Density

- (a) The total number of tobacco retailer licenses within the City of Kent shall be limited to one for each 1,300 people, or fraction thereof, inhabitants of the City of Kent, making a limit of 20 operating tobacco retailers.

(b) For the purposes of this section, the total population of the City of Kent shall be determined by the most current published total available from the U.S. Census Bureau as of the date the license application is filed.

(c) No new tobacco retail license shall be issued, nor an existing license transferred to another owner/lessee upon sale or change in business ownership if the existing number of tobacco retailer licenses equals or exceeds the total number of authorized tobacco retail licenses pursuant to this Section 773.02.

(d) Notwithstanding subsections 772.01 (a) and (c), a tobacco retailer operating lawfully on the date this ordinance is adopted that would otherwise be eligible for a tobacco retailer license for the location for which a license is sought may receive or renew a license for that location so long as all of the following conditions are met:

1. the license is timely obtained and is renewed without lapse or permanent revocation (as opposed to temporary suspension);
2. the tobacco retail establishment is not closed for business or otherwise suspends tobacco sales, whether voluntarily or due to license suspension for more than sixty (60) consecutive days; and
3. the tobacco retailer does not substantially change the business premises or business operation. A substantial change to the business operation includes, but is not limited to, the transferring of a location:
 - a. to a new Proprietor(s) in an Arm's Length Transaction; or
 - b. for which a significant purpose is avoiding the effect of violations of this ordinance; and
 - c. the tobacco retailer retains the right to operate under other applicable laws.
4. If the City of Kent determines that a tobacco retailer has substantially changed the business premises or operation and the tobacco retailer disputes this determination, the tobacco retailer bears the burden of proving by a preponderance of evidence that such change(s) do not constitute a substantial change.

773.03 Proximity of Tobacco Retail Establishments to Youth-Oriented Facilities

No license shall be granted to any person or entity for a tobacco retail establishment location that is within 1,000 feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed tobacco retail licensee to the nearest property line of a youth-oriented facility. This restriction does not apply to an existing tobacco retailer holding a current state tax license for the sale of tobacco products in that same location for at least one year before the date this section was enacted into law.

773.04 Proximity to Other Licensed Tobacco Retailers.

No tobacco retail license will be granted to a tobacco retailer for a tobacco retail establishment location that is within 1,000 feet of any other existing licensed tobacco retail establishment, as measured by the shortest line from the property line of the space to be occupied by the applicant for a license to the nearest property line of the existing licensee. This restriction does not apply to an applicant that holds a state tax license to sell tobacco products in the same location for at least one year before the date this section was enacted into law.

Passed: _____

Date

Jerry T. Fiala
Mayor and President of Council

Effective: _____

Date

ATTEST: _____

Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PROTAGE AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILE AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HERBY CERTIFY THAT THE FOREGOING IS TRUE AND EXACT COPY OF ORIANCE No. _____, ADOOTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20____.

(SEAL)

Amy Wilkens
Clerk of Council

Kent Police Department

MEMORANDUM

To: Dave Ruller, City Manager
Kent City Council
From: Chief Nicholas Shearer
Date: July 17, 2023
Subject: School Resource Officer Program Renewal

This memorandum is to serve as a request for a continued partnership with the Kent City Schools for the School Resource Officer Program. Police representatives have met with school representatives to discuss the 2023-2024 school year contract. The SRO salary will be the responsibility of the City of Kent when school is not in session.

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

Items to Note:

- Contract period will be from 08/16/2023 to 05/23/2024
- KCS is billed quarterly for the Officer's (wages, benefits, insurance, etc)
- Average yearly costs to KCS reimbursed to the city of Kent is estimated at \$86,000

Kent Police Department

MEMORANDUM

To: Kent City Council
Dave Ruller, City Manager
From: Chief Nicholas Shearer
Date: July 26, 2023
Subject: DORA Exception

This memorandum is to serve as a request for an exception to the downtown outdoor refreshment area (DORA) on Wednesday, August 16, 2023. Main Street Kent has requested this exception to host an event in conjunction with Budweiser. Budweiser will be bringing one or two Clydesdales to Kent and has requested to serve red aluminum Budweiser bottles for the event. The exception would allow for photos to be taken with participants holding the Budweiser cans and posing for photos with the Clydesdales.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: July 20, 2023

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BDS*

RE: Proposed Text Amendments to Zoning Code

The Community Development Department has identified several sections in the City of Kent Zoning Code that need amended in order to incorporate clarifying language in certain existing sections and to add new regulations to address recent concerns reported by members of the community.

Staff met with the Planning Commission on June 20, 2023 to discuss the proposed text amendments and the Planning Commission voted unanimously to recommend Kent City Council approve all of the proposed text amendments. Attached is the detail of the various changes. Deleted language is shown as stricken/red and the addition of new language is shown in blue. In order to more clearly identify which Zoning Code chapters the amendments apply to, the chapter headings are listed in green.

The following chapters incorporate proposed text amendments:

- CHAPTER 1105: CONDITIONS APPLICABLE TO SPECIFIC LAND USES
- CHAPTER 1106: GENERAL PROVISIONS
- CHAPTER 1109: SIGNS
- CHAPTER 1111: ADMINISTRATIVE BOARDS AND COMMISSIONS

I am respectfully requesting time at the August 2, 2023 Council Committee meeting to discuss the proposed text amendments recommended by the Planning Commission in greater detail and to request Council authorization, with emergency, to incorporate the text amendments into the City's Zoning Code.

Please let me know if you require any additional information in order to add this item to the August 2, 2023 Land Use Committee agenda. Thank you.

Cc: Hope Jones, Law Director
Eric Fink, Assistant Law Director
Tim Sahr, Development Engineer
Kailyn Cyrus, Development Planner
Amy Wilkens, Clerk of Council

Attachment

Chapter 1105: CONDITIONS APPLICABLE TO SPECIFIC LAND USES

SECTION 1105.57: SEXUALLY ORIENTED USES AND BUSINESSES

(A) Definitions.

(2) **Sexually-Oriented Business:** An establishment where a substantial portion of the use (i.e., ~~more than a minimal use~~ ~~but not necessarily a majority of the use which~~. A minimal use does not exceed one percent (1%) or 30 square feet, whichever is less, of the available retail display space) is distinguished or characterized by its emphasis on sexually-oriented materials. Sexually-oriented businesses include, but are not limited to the following uses: adult book stores, adult cabarets or nightclubs, adult motion picture theaters, sexually-oriented media stores, sexually-oriented motels, sexually-oriented encounter centers; sexually-oriented escort agencies; sexually-oriented spas; or sexually-oriented viewing booths.

Chapter 1106: GENERAL PROVISIONS

SECTION 1106.07: EXTERIOR LIGHTING AND GLARE

(A) ~~Commercial Parking~~ Areas Lighting.

- (1) **Shielding.** All outdoor lighting must be directed toward and confined to the ground areas. Full cut-off fixtures must be used to prevent light from projecting above a ninety (90) degree horizontal plane. See Error! Reference source not found.
- (2) **Light Trespass Limits.** Exterior lighting sources must be designed, constructed, located, and maintained in a manner that ~~minimizes~~ ~~eliminates~~ light trespass onto neighboring properties. The light trespass from a property must not exceed 0.0-foot candles at the property line, measured at grade.
- (3) **Up-lighting.** All up-lighting used for the external illumination of buildings must be placed and shielded so as to not interfere with the vision of persons off the property

(B) Prohibited Lighting.

- (1) **Flashing or Moving Lights.** All illumination of outdoor features of a flashing, moving, or intermittent type are prohibited.
- (2) **Recreational Facility Lighting.** No outdoor recreational facility, public or private, will be illuminated after 11:00 p.m., except to conclude a permitted recreational or sporting event or other activity already in progress prior to 11:00 p.m.
- (3) **Laser Source Light.** The use of laser source light or any similar intensity light for outdoor advertising or entertainment is prohibited.

(4) **Searchlights.** The operation of searchlights for advertising purposes is prohibited.

(5) **Lighting for Advertising.** The use of lighting for advertising and/or conspicuous purposes is prohibited, except where such lighting is approved by the Community Development Department, as part of a sign, and in compliance with the requirements of this Zoning Code.

SECTION 1106.10: ACCESSORY BUILDINGS

An accessory building may be erected upon a lot on which a principal structure already exists. The use of the accessory building must be secondary and incidental to the principal use. An accessory building cannot exist without a principal building on the same lot.

(A) Accessory Buildings: Accessory buildings must not be located closer than fifteen (15) feet to the principal building and not less than ten (10) feet from the side and rear property lines. Subject to the following:

- (1) One or more accessory buildings must not occupy more than thirty (30) percent of a required rear yard. No more than two (2) detached accessory buildings are permitted per lot.
- (2) Accessory buildings must not be located in front of the primary structure.
- (3) Detached accessory buildings in residential zoning districts must not exceed fifteen (15) feet in height.
- (4) In all other zoning districts, the maximum height must not exceed the principal building height.

Chapter 1109: SIGNS

SECTION 1109.09: STANDARDS FOR SPECIFIC SIGN TYPES

(H) Window Signs. Window Signs are permitted in any non-residential zoning district and do not require a Sign Permit. However, unless further restricted in this Chapter, all window signs must meet the following conditions:

- (1) **Surface Coverage.** Window signs, both permanent and temporary, must not exceed fifty percent (50%) of the area within a single window pane, and the total area of window signs must not exceed fifty percent (50%) of the total window area per tenant.
- (2) **Illumination.** Window Signs may be internally illuminated. ~~internally illuminated.~~ Internally illuminated window signs are limited to no more than two (2) signs per tenant, and must be fixed lighting (i.e. no flashing, scrolling, dissolving, osculating, spinning, twirling, or any other type of motion).

Chapter 1111: ADMINISTRATIVE BOARDS AND COMMISSIONS

Section 1111.02: PLANNING COMMISSION

(D) Conducting Site Plan review and Issuing Permitted, Conditionally Permitted, or Specially Permitted Zoning Use Certificates.

(1) **Application Procedures for Minor Site Plan Review.** For a minor site plan review, the Community Development Department will ~~identify~~ specify what documentation is required.

(2) **Application Procedures for Major Site Plan Review.** An application for Major Site Plan Review must be submitted to the Community Development Department on forms provided for that purpose by the Community Development Department. Each application must be accompanied by the payment of any applicable fees. Applicants will be required to submit the following information, as specified by the Community Development Department, along with the completed application form:

(a) **Cover Letter.** The cover letter must provide a statement supported by substantiating evidence regarding the requirements enumerated in Error! Reference source not found. or Section 1101.01:(D)(2)(c) and include, where applicable, the following:

- Description of the proposed project;
- Solid Waste Management;
- Number of Parking Spaces;
- Hours of Operation;
- Lighting;
- Signage;
- Landscaping; and
- Number of Occupants (i.e., employees, tenants, etc.)

(b) Proof of ownership or site control.

(c) **Site Plan.** The applicant must submit the number of scaled sets of plans required by the Community Development Department for the proposed project showing the items, as specified by the Community Development Department in the table below:



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: July 25, 2023
TO: Dave Ruller, City Manager
FROM: Eric Helmstedter, Economic Development Director *EH*
RE: Special Event Permit: Flashes First Thursday

In conjunction with the Kent Area Chamber of Commerce and Main Street Kent, Kent State University will be hosting Flashes First Thursday, a welcome back event for all Kent State students, on Thursday, August 24, 2023. Originally called Kent Connections, Flashes First Thursday will be relocated from the University Esplanade to the downtown in the true spirit of the Town and Gown relationship shared by the City and University. As part of the relocation of this event to downtown, a special event permit application was received by the City requesting the closure of North Water Street between East Main Street and Columbus Street. This will allow for businesses and organizations to set up tables and engage with the approximately 4,000 students that may pass through the event, while simultaneously adding to atmosphere created by the live music from Hometown Bank Plaza, a DJ, and guest appearances by Kent State University student-athletes.

I am respectfully requesting time at the August 2, 2023 Council Committee session to discuss this item in more detail and to request Council's authorization, with emergency, for the street closure of North Water Street between East Main Street and Columbus Street on August 24, 2023 from 2:00 p.m. to 9:30 p.m.

Please let me know if you have any questions concerning the attached materials or if you need any additional information to add this to the August 2, 2023 agenda.

Thank you.

Attachments

cc: Bridget Susel, Community Development Director
Hope Jones, Law Director
Amy Wilkens, Clerk of Council
Patti Long, Executive Assistant
Sandy Lance, Legal Assistant

APPLICATION FOR SPECIAL EVENT
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.
City of Kent, 215 E. Summit Street, Kent, OH 44240

NAME OF EVENT Flashes First Thursday
ORGANIZATION SPONSORING EVENT Kent State University
APPLICANT NAME Joe Robinson PHONE 740-816-2746
ADDRESS P.O. Box 5190, Kent OH 44242

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

Joe Robinson - 740-816-2746

Jennifer Bishop - 330-962-0105

DATE OF EVENT August 24, 2023 NO. OF PARTICIPANTS 500-1,000

REQUESTED PERMIT TIME: Start Set up 2 PM Start Event 5 PM
End Event 8 PM End Cleanup 9:30 PM

IF PARADE: STARTING POINT n/a ENDING POINT n/a

USE OF CITY ELECTRIC NEEDED? n/a
(IF YES, PLEASE EXPLAIN)

In addition to the application please submit the following information:

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

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

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

Joe Robinson

Name of Applicant

Signature of Applicant

Office Use. Do not write below this line.

Sent to: Safety, Service, Fire, Police, and Health Departments for review and approval
via _____ on _____.

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

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

Law Director

Date

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

Date: 6-9-2023

New Special Event Road Closure Petition

Name: MARILYN SESSIONS
Hemlock Bank
Address: 142 N. Water St.
Kent
Signature: Marilyn Sessions

Name: (Grazys) Tracie Espenschied
Address: 123 N. Water St.
Kent OH 44240
Signature: Tracie

Name: Kent Sportsman, 20ft, Vanice, Water Street
Mike Beder
Address: 132 S. Water St
Kent, OH 44240
Signature: Mike Beder

Name: Carl Pfeil Franklin Square Jct.
Address: 108 S. Water St.
Kent OH 44240
Signature: Carl Pfeil

Name: Heather Malaraik Main Street Kent
Address: 154 N. Water St
Kent, OH 44240
Signature: Heather Malaraik

Name: Michelle Cremi Daisy App
Address: 154 N. Water St.
Kent, OH 44240
Signature: Michelle Cremi

Name: Nate Muche
East Bay
Address: 154 N. Water St.
Kent
Signature: Nate Muche

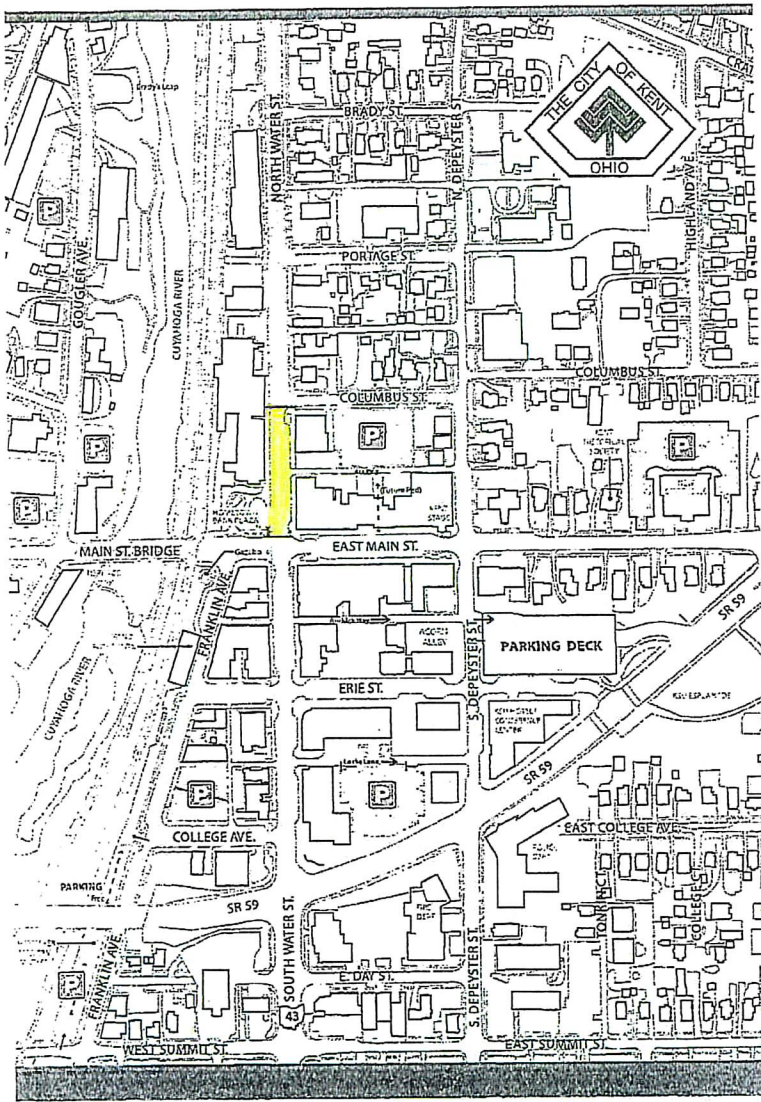
Name: _____
Address: _____
Signature: _____

Name: _____
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Signature: _____

Name: _____
Address: _____
Signature: _____

Name: _____
Address: _____
Signature: _____

Name: _____
Address: _____
Signature: _____



“FLASHES FIRST THURSDAY” – THURSDAY, AUGUST 24, 2023 5 PM – 8 PM

DOWNTOWN KENT

We are proposing that the following street be closed (highlighted in yellow on the attached map):

- N. Water Street from Water and Main Street to Columbus Street

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling *Job*

DATE: July 17, 2023

RE: Stow/Summit Streets Bridge & Pedestrian Improvements Agreement

The Service Department is requesting City Council's approval to execute the attached Stow/Summit Streets Bridge & Pedestrian Improvements Agreement. The agreement sets the framework for Portage County and the City to pursue funding for active transportation and bridge improvements on Stow/Summit Street. The improvements include providing for a wide continuous sidewalk along the south side of Summit/Stow Streets from Tannery Park to Franklin Avenue, widening of the existing Stow Street Bridge over the Cuyahoga River to accommodate a sidewalk on the south side and new cross walks at the Summit Street/Franklin Avenue Intersection. Figure 1 below shows the potential widening of the existing Stow Street Bridge and Figure 2, attached, shows the new sidewalk.

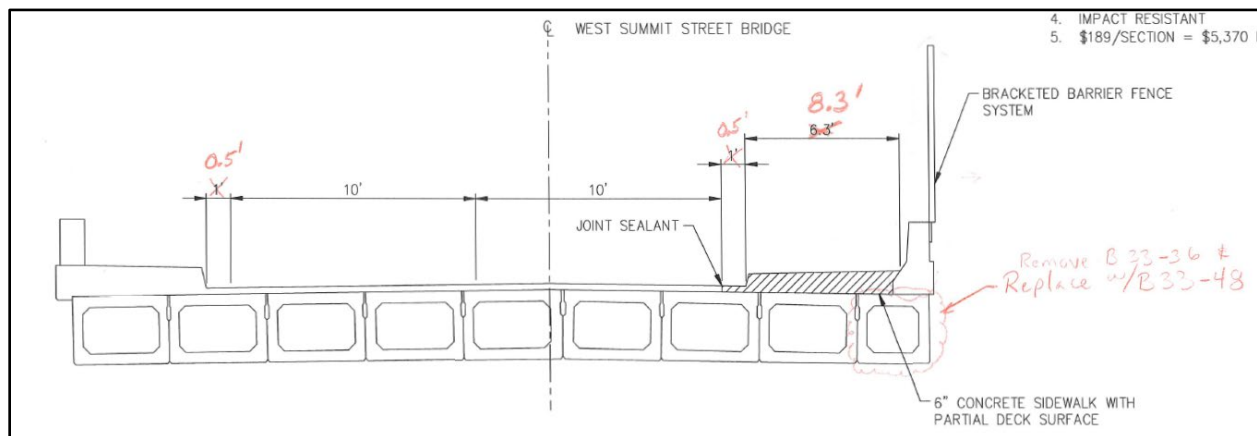


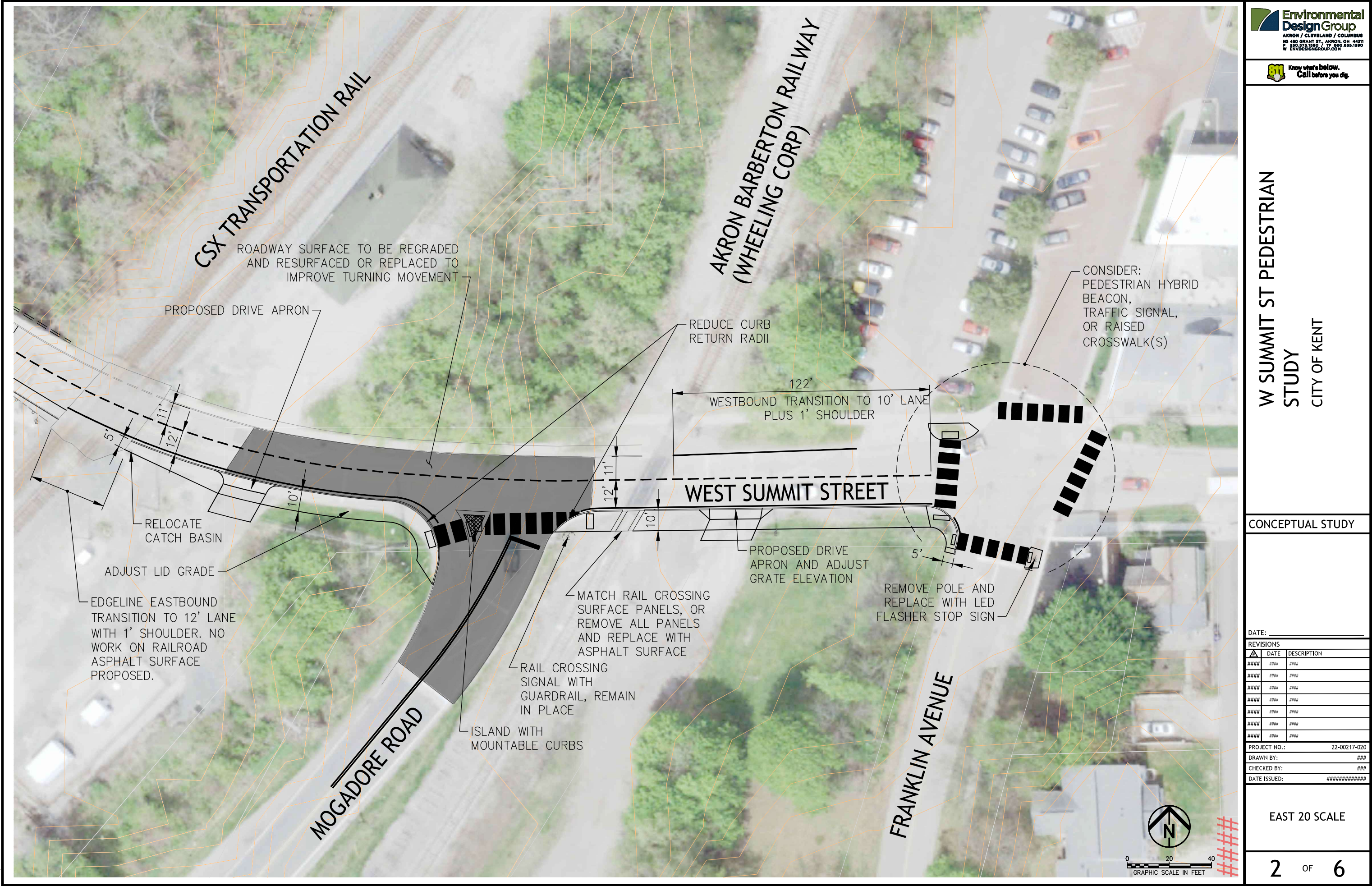
Figure 1 – Widened Stow Street Bridge with Sidewalk on both sides.

The \$25,000 in funds required for this agreement is included in the 2023 annual budget.

We appreciate Council's consideration of this request.

C: Melanie Baker
Rhonda Hall
Brian Huff
Cathy Wilson

Figure 2 - New Sidewalk along Stow/Summit Street



KENT, CITY OF 2022-00217-020 WEST SUMMIT STREET PEDESTRIAN STUDY 2022-04-22 2022-04-22 3:40:57 PM

STOW/SUMMIT STREETS BRIDGE & PEDESTRIAN IMPROVEMENTS
AGREEMENT

**PORTAGE COUNTY
AND
CITY OF KENT**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Agreement, dated _____, 2023, is an agreement made and entered into between Portage County ("County") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio ("City").

WITNESSETH:

WHEREAS, the Stow Street Bridge over the Cuyahoga River is owned and maintained by the County and requires replacement of the south fascia concrete box beam; and

WHEREAS, an existing 10" Sanitary Sewer owned and maintained by the City hangs from the south fascia concrete box beam; and

WHEREAS, both parties desire to incorporate pedestrian facilities on the south side of the Stow Street Bridge; and

WHEREAS, the City desires to improve the pedestrian facilities along the south side of Stow/Summit Streets by connecting the existing sidewalk on Stow Street at Tannery Park to the existing sidewalk at the Summit Street/Franklin Avenue intersection;

NOW THEREFORE, The Parties commit to collaborate and partner to initiate a project to rehabilitate the Stow Street Bridge and to improve the pedestrian facilities along the south side of Stow Street/Summit Street, hereinafter called the "Project". The project will require planning and the pursuit of funding for the eventual design, potential right-of-way acquisition, railroad coordination and construction of improvements in the Project Area. At this time each party agrees to the following:

County:

- Provide management services for the next step in the planning and funding plan process to complete the Project.
- Serve as lead Project sponsor as applicable throughout the Project.
- Jointly with the City, determine the scope of needs for a consultant to assist in the planning and funding plan process, including the specific services and qualifications required.
- Utilizing input from the City, select a consultant most qualified to assist in the planning and funding plan process.

- Negotiate fair and reasonable compensation with the selected consultant, particularly in regard to the essential requirements of the work, the consultant's abilities, and the value, scope, complexity and nature of the services.
- Hire and manage the consultant selected by the parties.
- Fund 50% of the consultant's services, up to \$25,000. Budget for an appropriation not to exceed this amount, to be certified to the contract for the consultant's services.
- Invoice City the remaining 50% of the consultant's costs up to \$25,000. Send invoice for the consultant's contract amount when known, and subsequently for any approved change orders within the total amount listed herein.
- Partial payments to consultant, if any, shall be made from funding sources in proportion to their relative contribution.
- Required change orders are to be processed as needed after written notice to the City.
- Consultant costs beyond the amounts authorized herein is subject to written approval by the parties and responsibility is to be divided equally unless otherwise specified.
- Utilize input from the City when determining acceptability of consultant deliverables, and provide duplicate original or copy thereof to the City.
- Return any funds provided by the City for consultant services but not ultimately used for such services.
- Provide the primary coordination with ODOT for the Project.
- Serve as contracting party for future construction contracts related to the Project.
- Pursue outside funding for the completion of the Project.

City:

- Jointly with the County, determine the scope of needs for a consultant to assist in the planning and funding plan process, including the specific services and qualifications required.
- Assist the County in completing the planning and funding plan process, including attending meetings, performing reviews and providing direction pertaining to the City's jurisdiction.
- Reimburse the County 50% of the consultant's services, up to \$25,000. Invoice from the County to be paid within thirty (30) days of delivery.
- Pursue outside funding for the completion of the project.

Should the consultant services fail to be initiated within twelve (12) months from the date of this Agreement, then this Agreement shall be void and any funds paid by the City and not expended in accordance with this Agreement shall be returned.

In witness whereof, the Parties hereto have agreed and offered their hands and seals:

CITY OF KENT

Approved and Accepted by:

Dave Ruller
City of Kent, City Manager

Date: _____

Witness: _____

Approved as to Form:

Hope Jones
City of Kent, Law Director

Date: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount Twenty-Five Thousand Dollars (\$25,000) required to meet this commitment has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the CAPITAL Fund free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

PORTAGE COUNTY

Anthony J. Badalamenti - Commissioner

Sabrina Christian-Bennett - Commissioner

Mike Tinlin - Commissioner

Approved as to Form:

Approved:

Prosecuting Attorney
Portage County, Ohio

Larry D. Jenkins, Jr.
Portage County Engineer

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling *Job*

DATE: July 24, 2023

RE: SR 59 Alternative Transportation Improvements – Design Agreement and Grant Acceptance/Agreement Request

In June, 2022 the City, Franklin Township and PARTA entered a formal agreement to pursue funding for the completion of Alternative Transportation Improvements on SR 59 from Horning Road to SR 261. The proposed improvements for SR 59 are depicted in the figures below:

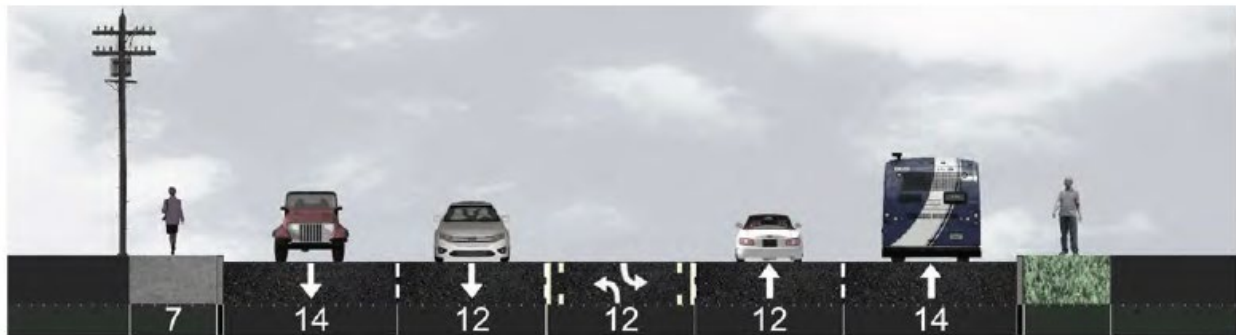


Figure 1 – Existing Corridor Lane Widths and Pedestrian/Bike Facilities

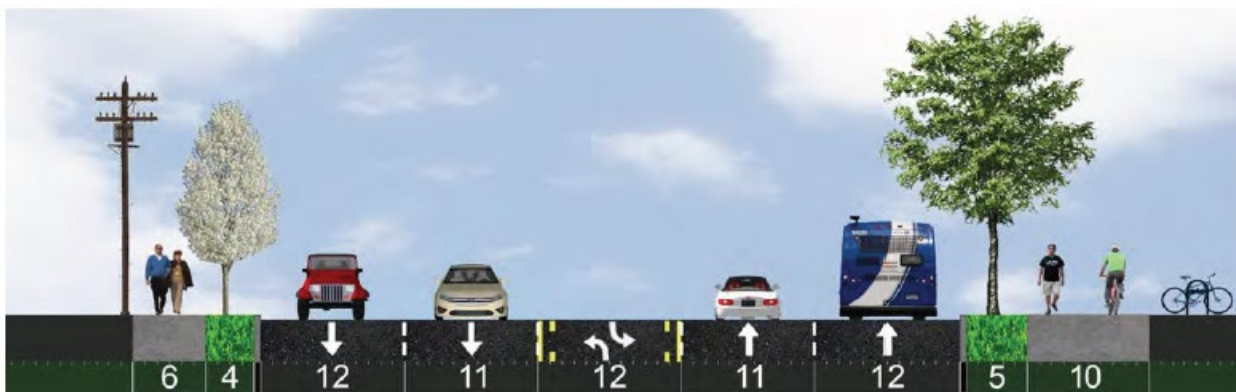


Figure 2 – Proposed Corridor Lane Widths and Pedestrian/Bike Facilities

We were successful in obtaining a Systemic Pedestrian Improvement grant from the Ohio Department of Transportation's (ODOT) Highway Safety Improvement Program (HSIP). The grant received will provide 90% of the design fee up to \$666,000.

In addition to the grant funding award, we have worked with Franklin Township and PARTA to develop the attached design phase agreement. This agreement defines each agency's roles and responsibilities to complete the design phase of this project. The funding to meet the obligations for both agreements are included in the City's 2023 Annual Budget.

To continue moving this important project forward, the Service Department is requesting City Council's approval to:

1. Accept an ODOT HSIP Grant for \$666,000 for the design phase of the project.
2. Enter into the attached Local Public Agency Agreement with ODOT for the HSIP Grant.
3. Enter into the attached agreement with PARTA and Franklin Township to complete the design of the project.

Thank you for the consideration of this request.

C: Melanie Baker
 Jon Giaquinto
 Rhonda Hall
 Brian Huff
 Cathy Wilson

SAM Unique Entity ID: _____

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Kent, hereinafter referred to as the LPA, 940 Overholt Rd., Kent OH 44240

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The study for roadway improvements to SR 59 in the city of Kent and Franklin Township, that will include reducing lane widths, extending and widening sidewalks, installing new ADA curb ramps and mid-block pedestrian crossings, new ADA accessible bus stops and shelters, and upgrading pedestrian signal heads with audible countdown timers (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$740,000 as set forth in Attachment 1. ODOT shall provide to the LPA 90 percent of the eligible preliminary engineering costs up to a **maximum of \$666,000** in Federal Safety funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [ODOT's Office of Local Programs](#)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Jon Giaquinto, PE
930 Overholt Rd.
Kent OH 44240
330-678-8106

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be

remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

James Bowling, PE	Jeffrey Cutler, PE
930 Overholt Rd.	ODOT District 4 LPA Manager
Kent OH 44240	2088 South Arlington Rd.
330-678-8106	Akron OH 44306
BowlingJ@kent-ohio.org	Jeff.Cuytler@dot.ohio.gov

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have

an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

- 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.
- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Approved as to form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount SEVENTY FOUR THOUSAND Dollars (\$74,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the CAPITAL Fund free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

Attachment 1

POR SR59-2.93
COUNTY-ROUTE-SECTION

PROJECT BUDGET – SOURCES AND USES OF FUNDS

118500
PID NUMBER

39537
AGREEMENT NUMBER

SOURCES	LPA FUNDS			FHWA FUNDS			Other FUNDS			
USES	amount	%	SAC	amount	%	SAC	amount	%	SAC	
PE Preliminary develop; environ clearance	\$66,600	10	LNTP	\$599,400	90	4HJ7	\$0			\$666,000
PE final design;construction plans and specs	\$7,400	10	LNTP	\$66,600	90	4HJ7	\$0			\$74,000
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0			\$0			\$0			\$0
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0			\$0			\$0			\$0
CONSTRUCTION fund source 1	\$0	0		\$0	0		\$0			\$0
Const. admin, mat'l testing & inspection	\$0	0	0	\$0			\$0			\$0
CONSTRUCTION fund source 2	\$0	0		\$0	0		\$0			\$0
Const. admin, mat'l testing & inspection	\$0			\$0			\$0			\$0
OTHER DIRECT OUT -OF-POCKET EXPENSES (provide details)	\$0			\$0			\$0			\$0
	\$74,000.00			\$666,000.00			\$0			\$740,000.00

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We, the City of Kent _____ request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

be paid directly to _____.
(CONTRACTOR'S NAME)

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

SR 59 ALTERNATIVE TRANSPORTATION IMPROVEMENTS

AGREEMENT – DESIGN PHASE

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
FRANKLIN TOWNSHIP
AND
CITY OF KENT**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Agreement, dated _____ 2023, is an agreement made and entered into between the Portage Area Regional Transportation Authority (“PARTA”), Franklin Township (“Township”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the “City”).

WITNESSETH:

WHEREAS, PARTA, the Township and the City desire to continue their joint efforts for the improvement of State Route 59 (“SR 59”) generally located from Horning Road to State Route 261; known as the SR 59 Alternative Transportation Improvements Project (the "Project"), and;

WHEREAS, PARTA, the Township and the City have previously shared resources to complete a planning and funding phase to obtain Federal Highway Safety Improvement Program (HSIP) funds, and;

WHEREAS, the City has applied for and received Federal funding through the HSIP to finance a majority of the design for this Project, and;

WHEREAS, All parties agree to pursue and apply for federal and state funding sources to assist in the ultimate completion of the project; and

WHEREAS, the Ohio Department of Transportation (ODOT) has agreed that the City serve as the responsible lead agency to administer the Project, and;

WHEREAS, the City will enter into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;

WHEREAS, all parties agree to pay for the local share of the construction of the Project, with an amount to be determined after completion of the design phase, and to be included in a separate agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the parties hereto agree as follows:

Section 1. Incorporation of Recitals

The preceding recitals are hereby incorporated by reference into this Agreement.

Section 2. Design of the Project

- A. PARTA, the Township and the City shall undertake the design of the Project in a workmanlike manner.
- B. All parties agree that the Project shall include the improvements as generally defined in the Connecting Communities PARTA SR 59 Alternative Transportation Improvements study dated December 2021.
- C. All parties shall collaboratively select a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project.
- D. The City will provide management services and act as the lead agency of the Project, at no cost to the Township and PARTA.
- E. The City will hire the design consultant selected by the parties.
- F. The City hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.
- G. The Township and PARTA, as major stakeholders of the Project, shall be active in the project development, review of the detailed design plans and attendance/participation at regular project meetings.
- H. The cost of the professional engineering services not covered by any grant (“local share”) shall be paid for by the parties based on the following shares and limits:
 - PARTA’s share is 1/2 (50%) up to \$37,000
 - City’s share is 1/3 (33.33%) up to \$24,667
 - Township’s share is 1/6 (16.67%) up to \$12,333

- I. The City will pay for the professional design services and PARTA and the Township will reimburse the City for their share upon receipt of invoices from the City.
- J. The parties to this Agreement covenant that all design with respect to the Project is made in reliance on this Agreement.

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

CITY OF KENT

WITNESS:

Approved and Accepted by:

Dave Ruller
City Manager

Date

Approved as to form:

Hope Jones, Law Director
City of Kent

Date: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount TWENTY FOUR THOUSAND SIX HUNDRED SIXTY SEVEN dollars (\$24,667) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Funds free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY

WITNESS:

Approve and Accepted by:

Claudia Amrhein
General Manager
Portage Area Regional Transportation
Authority

Date

Approved as to form:

Legal Counsel
Portage Area Regional Transportation Authority

Date: _____

FRANKLIN TOWNSHIP

WITNESS:

Approved and Accepted by:

Lisè S. Russel
Fiscal Officer

Date

Approved as to form:

Legal Council
Franklin Township

Date: _____

Certificate of Fiscal Officer

It is hereby certified that the amount Twelve Thousand Three Hundred Thirty-Three dollars (\$12,333) required to meet this commitment has been lawfully appropriated or authorized or directed for such purpose and is in the Township Treasury or in the process of collection to the credit of the SR 59 Enhancement Fund #4301 free from any obligation or certificates now outstanding.

Lisè S. Russell, Fiscal Officer

Date



KENT CITY HEALTH DEPARTMENT

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

HEALTH DEPARTMENT TOBACCO USE GRANT 2024 (TU24) AND PROJECT DAWN STIPEND FOR DRUG OVERDOSE AWARENESS DAY

The Health Department has been notified our Tobacco Use Grant has been extended through 2024. I respectfully ask City Council to approve the acceptance of and appropriate the following amounts to lines:

\$20,000.00 to offset a portion of Jalessa Caple's salary 001-02-520-206-7001
\$97,000.00 toward meeting grant deliverables 001-02-520-206-7420

Total award not to exceed \$117,000.00.

The State of Ohio has declared August 31, 2023, to be Drug Overdose Awareness Day. We applied for a stipend of \$2,000.00 for media, marketing, and other stipulated expenditures allowable under the award for our planned event in support of the State's focus on overdose prevention. We respectfully ask that City Council approve the acceptance of the stipend and appropriation to line: 001-02-520-201-7370.

Total Award not to exceed \$2,000.00.

Thank you for your consideration,

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



City Of Kent Fire Department

320 S. Depeyster St.

Kent, Ohio 44240

330. 673.8814

330.676.7374 Fax

To: Dave Ruller, City Manager

From: James Samels, Acting Fire Chief

Date: July 26, 2023

Re: Request to apply for grant funds

Dave,

I am requesting approval for the Kent Fire Dept. to apply, accept, and allocate funds for a grant through a **HB 45 Ambulance Transportation Program** for EMS/Covid "premium pay." The grant has been made available to first line EMS responders through Covid State and Local Fiscal Recovery Funds distributed by the US Treasury.

We can apply as Fire/EMS responders for the City of Kent and Franklin Twp. The potential grant money is up to \$20,253.37 (Kent) and \$20,000 (Franklin Twp.).

If you have any questions or concerns, please reach out to me.

Sincerely,

James Samels



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

To: Dave Ruller, City Manager
Hope Jones, City Law Director
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: July 24, 2023
Re: Request for Ordinance Certifying Delinquent City Utility Debtors to Portage County

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

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

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

If we receive payment, or a request for a payment plan, of any of the above delinquent items by August 31, 2023, the individual will be removed from the final list submitted to the Portage County Auditor on September 1, 2023.

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

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

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

Owner Name	Address	Parcel #	Amount	Date Delinquent	Description of Fine/unpaid fee	Loc. ID
Efobi, Eric	231 W Oak	17-012-20-00-016-000	\$ 279.54	4/18/2023	water/sewer	12610
Dharti, Trivedi	209 1/2 Dodge	17-012-20-00-151-000	338.07	4/3/2023	water/sewer	7835
Gardner, Jeffrey	419 Earl	17-025-10-00-041-000	317.14	3/10/2023	water/sewer	57990
Frank, Chad	494 Marigold	17-013-30-00-002-000	70.21	2/23/2023	water/sewer	86580
Erdman, Rachel	529 Rockwell	17-030-20-00-128-000	499.91	6/26/2023	water/sewer	57910
Delta Bravo Properties, LLC	315 Woodard	17-030-20-00-032-000	28.29	6/26/2023	water/sewer	58410
Bluestar, LLC	602 Longmere	17-010-03-00-096-000	238.31	6/26/2023	water/sewer	17310
Arthur, Walter	213 Lake	17-031-21-00-059-000	65.51	11/15/2022	water/sewer	68790
Constellation Ohio, LLC	1588 E Summit	17-004-00-00-006-015	42.81	12/16/2022	water/sewer	85588
Adel, Al-Sherifi	526 Harris	17-008-10-00-001-000	24.79	11/8/2022	water/sewer	7480
Miller, Jessica	1213 Morris	17-014-10-00-017-000	55.99	11/8/2022	water/sewer	30750
Thompson, Margaret	212 N Willow	17-024-34-00-050-000	151.68	11/8/2022	water/sewer	67420
Frank, Chad	490 Marigold	17-013-30-00-003-000	61.93	11/8/2022	water/sewer	86718
Garofalo, Mikayla	1134 Jessie	17-010-10-00-127-000	53.44	11/8/2022	water/sewer	20350
Paigemax Development	318 E Summit Rear	17-013-10-00-057-000	266.36	10/17/2022	water/sewer	27410
Constellation Ohio, LLC	1600 E Summit	17-004-00-00-006-016	11.01	9/30/2022	water/sewer	85586
Paigemax Development	506 E Summit	17-013-10-00-105-000	60.28	9/30/2022	water/sewer	27570
Paigemax Development	203 N Lincoln	17-024-33-00-069-000	53.53	9/30/2022	water/sewer	63210
Froehlich, Thomas J.	863 Bryce	17-026-10-00-070-001	316.04	9/6/2022	water/sewer	38800
Paigemax Development	1170 Morris	17-013-20-00-296-000	89.95	9/6/2022	water/sewer	30400
Paigemax Development	558 S Lincoln	17-013-10-00-082-000	73.36	9/6/2022	water/sewer	47775
Paigemax Development	535 N Water A	17-013-22-00-212-000	65.51	9/6/2022	water/sewer	75340
One Rockmaddie, LLC	404 N Mantua Dow	17-025-10-00-048-000	15.27	8/15/2022	water/sewer	34510
TOTAL			<u><u>\$ 3,178.93</u></u>			



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

To: Dave Ruller, City Manager
Hope Jones, City Law Director
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: July 24, 2023
Re: Request for Ordinance Certifying Unpaid Concrete Sidewalk Bills to Portage County

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

In continuation of this practice, I am respectfully requesting City Council authorization for an ordinance certifying the attached list for the 2022 Annual Concrete Repair Programs of Unpaid Concrete Sidewalk Repair Accounts to the County Auditor to allow for the placement of the certified amount on the real property tax list and duplicate against the property having had required sidewalk repairs and declaring an emergency.

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

If we receive payment, or a request for a payment plan, of any of the above delinquent items by August 31, 2023, the individual will be removed from the final list submitted to the Portage County Auditor on September 1, 2023.

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

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(330) 678-8103 Income Tax (330) 678-8104 Utility Billing FAX (330) 676-7584

2022 ANNUAL CONCRETE REPAIR PROGRAM

Ohio Revised Code 715.261

Kent Codified Ordinance 521.06

	PARCEL I.D. #	ADDRESS	PROPERTY OWNER	AMOUNT
1	17-044-10-00-017-000	Empty Lot	White Oak Hills Development Inc	\$ 492.48
2	17-044-10-00-019-000	982 Kevin	Anthony R. Guinta	486.00
3	17-044-10-00-020-000	988 Kevin	Kelly & Brandi Sekerhurst	324.00
4	17-044-10-00-022-000	1000 Kevin	Amy M. Simonovski	192.24
5	17-044-10-00-027-000	1030 Kevin	Brian J. Jaggars	172.66
6	17-044-10-00-029-000	1042 Kevin	Carlin Smith & Michael Norman	847.28
7	17-044-10-00-042-000	1053 Kevin	Christopher & Heather Syphrit	3,148.84
8	17-044-10-00-031-000	1054 Kevin	Amy R. Jaronowski	2,896.16
9	17-044-10-00-032-000	1060 Kevin	Nicholas D. Fleming	1,317.22
10	17-044-10-00-035-000	1078 Kevin	James & Mary Roberts	1,254.90
11	17-025-20-00-104-000	121 S. Prospect	James M Kirk	3,643.01
12	17-025-20-00-106-000	131 S. Prospect	Daniel & April Buck	2,160.28
13	17-025-20-00-110-000	209 S. Prospect	Kevin Coleman Mental Health Center	3,933.58
14	17-025-20-00-121-000	224-226 S. Prospect	Bradley T. Hensley	2,420.10
15	17-023-10-00-193-000	129 Sherman	Taraneh Meshkani	1,006.60
16	17-023-10-00-190-000	207 Sherman	Sarah Jane Horvath (Airgood)	1,955.25
17	17-024-33-00-058-000	218 Sherman	John & Debra Lipnos	1,171.21
Total				<u><u>\$ 27,421.81</u></u>



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

To: Dave Ruller, City Manager
Hope Jones, City Law Director
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: July 24, 2023
Re: Request for Ordinance Certifying Delinquent Non-Utility Debtors to Portage County

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

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

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

If we receive payment, or a request for a payment plan, of any of the above delinquent items by August 31, 2023, the individual will be removed from the final list submitted to the Portage County Auditor on September 1, 2023.

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

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(330) 678-8103 Income Tax (330) 678-8104 Utility Billing FAX (330) 676-7584

City of Kent: Delinquent Fines and Unpaid Fees: Health Dept. 2023 Trash Citations

Address	Parcel Number	Owner Name	Complaint Number	Date Fine Issued	Amount Due
542 Longmere	17-010-80-00-111-000	Samuel Groff	23-6	3/6/2023	\$ 20.00
606 Marilyn	17-010-70-00-040-000	Gregory Knapp	23-8	2/24/2023	120.00
121 University	17-024-33-00-039-000	121 University LLC	22-137	10/6/2022	120.00
118 Sherman	17-024-33-00-050-000	Keith Kraus	22-136	10/6/2022	20.00
318 E Main	17-024-40-00-021-000	Adair Holdings	22-88	9/8/2022	80.00
238 E Main	17-024-40-00-007-000	Zeta Lambda	22-86	9/8/2022	60.00
218 N Lincoln	17-024-33-00-134-000	Gregg Ginther	22-79	8/24/2022	60.00
210 Highland	17-024-34-00-019-000	Constellation Ohio LLC	22-69	6/15/2022	160.00
Total					<u><u>\$ 640.00</u></u>