



City of Kent
Regular City Council Meeting
320 S. Depeyster Street, Kent, Ohio 44240
Wednesday, March 19, 2025

AGENDA

6:55PM BOARD OF CONTROL

REGULAR CITY COUNCIL MEETING will begin immediately after Board of Control

1. ROLL CALL

2. OPENING REMARKS AND PLEDGE OF ALLEGIANCE – Ms. Shaffer-Bish

3. COMMUNICATIONS

- 3.1 **Public Comment** – Anyone wishing to address Council must submit their written comments to the Clerk of Council at councilclerk@kentohio.gov by 4:30pm on the meeting day. If also requesting to speak at the meeting, comments are limited to three (3) minutes.
- 3.2 **Written Communication** (on file in Clerk of Council's office)
 - 3.2.1 On March 6, 2025, the March agenda, February 2025 draft meeting minutes and statistical report were received from the Health Department and posted online.
 - 3.2.2 On March 11, 2025, the agenda and staff report for the upcoming March Planning Commission meeting were received.
 - 3.2.3 On March 11, 2025, the office received notice that there would be no March 17 meeting for the Board of Zoning Appeals.

3.3 City Manager's Report

4. CONSENT AGENDA

Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and Consent Agenda will then be enacted **as a whole by one motion and one roll call**. There will be no separate discussion of these items. If discussion by Council is desired on any item on the Consent Agenda, that item will be

removed from the Consent Agenda by Council motion and considered in its normal sequence under the Regular Order of Business.

- 4.1 Approval of February Regular Council Meeting minutes
- 4.2 Approval of March Council Committee Meeting minutes
- 4.3 **DRAFT 2025-014** AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, UPON THE ISSUANCE OF A CERTIFICATE OF AVAILABILITY OF FUNDS, TO PAY CERTAIN PURCHASE ORDERS MADE THAT EXCEED \$3000.00; AND DECLARING AN EMERGENCY.
- 4.4 **DRAFT 2025-016** AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, UPON THE ISSUANCE OF A CERTIFICATE OF AVAILABILITY OF FUNDS, TO PAY CERTAIN PURCHASE ORDERS MADE THAT EXCEED \$3000.00; AND DECLARING AN EMERGENCY.
- 4.5 **DRAFT 2025-017** AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2025 COMMUNITY EVENT SPONSORSHIP PROGRAM AWARD IN THE AMOUNT OF \$2,000.00, AND DECLARING AN EMERGENCY.
- 4.6 **DRAFT 2025-018** AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT AWARD IN THE AMOUNT OF \$50,733.00 AND DECLARING AN EMERGENCY.
- 4.7 **DRAFT 2025-019** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH FRANKLIN TOWNSHIP FOR THE HUDSON ROAD PHASE V RESURFACING PROJECT, AND DECLARING AN EMERGENCY.
- 4.8 **DRAFT 2025-020** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A JOINT PLANNING STUDY AGREEMENT WITH THE CITY OF KENT PARKS & RECREATION DEPARTMENT, KENT SERVICE DEPARTMENT, AND THE DAVEY TREE EXPERT COMPANY TO INTEGRATE THE CITY'S ARBORETUM AND THE NEW DAVEY TREE ARBORETUM, AND DECLARING AN EMERGENCY.
- 4.9 **DRAFT 2025-021** AN ORDINANCE AUTHORIZING THE CITY OF KENT SERVICE DEPARTMENT TO APPLY FOR GRANT FUNDS IN THE AMOUNT OF \$196,000, AND TO ACCEPT THE GRANT, IF AWARDED, WITH CORRESPONDING APPROPRIATION OF FUNDS AND DECLARING AN EMERGENCY.
- 4.10 **DRAFT 2025-022** AN ORDINANCE ENACTING SECTION 351.041 TITLE "PROHIBITION OF MORE THAN THREE VEHICLES PER ADDRESS PARKED IN THE CITY'S RIGHT OF WAY" OF THE CODIFIED ORDINANCES OF THE CITY OF

KENT, AND DECLARING AN EMERGENCY.

5. STANDING COMMITTEES AND LEGISLATION

- 5.1 Committee of the Whole – Chair Mayor Fiala/Vice-Chair Amrhein
- 5.2 Community Development Committee – Chair Rosenberg/Vice-Chair Clapper
- 5.3 Health & Safety Committee – Chair Amrhein/Vice-Chair Sidoti
- 5.4 Land Use Committee – Chair Shaffer Bish/Vice-Chair Hook
- 5.5 Streets, Sidewalks & Utilities Committee – Chair Sidoti/Vice-Chair Clapper

6. UNFINISHED BUSINESS

7. NEW BUSINESS

8. COUNCIL MEMBERS' COMMENTS

9. MAYOR'S REPORT

10. ADJOURNMENT



City of Kent
City Council Committee Meeting
320 S. Depeyster Street, Kent, Ohio 44240

Wednesday, March 5, 2025

MINUTES

At 7:00pm, Mayor Jerry T. Fiala called the City Council Committee meeting to order.

Present: Jack Amrhein; Melissa Celko; Jeff Clapper; Michael DeLeone; Chris Hook; Gwen Rosenberg; Heidi Shaffer Bish; Roger Sidoti; Robin Turner

Also present: Jerry T. Fiala, Mayor and President of Council; Dave Ruller, City Manager; Hope Jones, Law Director; Joan Seidel, Health Commissioner; Nick Cecil, IT Director; Jim Bowling, City Engineer; Angela Manley, Parks and Recreation Director; Nick Shearer, Police Chief; Eric Helmstedter, Economic Development Director; Melanie Baker, Service Director; Jalessa Caples, Accreditation Coordinator; Kailyn Cyrus, Development Coordinator; Dominique Bollenbacher, Community Outreach Coordinator; Kathy Coleman, Clerk of Council

COMMITTEES

Committee of the Whole – Chair Mayor Fiala/Vice-Chair Amrhein

Charter Review Preparation – Mayor Fiala

Mayor Fiala reviewed the procedural steps required to initiate the 2025 Charter Review. Council will need to appoint volunteer members of the Charter Review Committee, suggest specific Charter terms that they would like the committee to discuss, and confirm the schedule for Committee member selection, discussion, presentation and submission of recommendations to the County Board of Elections. Ms. Jones will reach out to the department heads to see what issues they would like to have the committee address. Ms. Jones provided a suggested timeline, noting that once the committee is established, changes to the timeline can be made if necessary. An application has been created and distributed to Council electronically. Council members were encouraged to provide the application to interested parties and have them return the completed applications to either themselves or the Clerk.



City of Kent
City Council Committee Meeting
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Wednesday, March 5, 2025

MINUTES

A question was raised about the qualifications of committee members. Overall, the opinion was that it was not a good idea to go into the selection process with any preconceived ideas regarding the committee members.

Administration Strategic Work Force Focus for 2025 – Dave Ruller

Mr. Ruller provided Council with a detailed account of the staff initiatives for 2025 that have been identified as top priorities. These items are in addition to the routine work activities and service priorities that are ongoing from year to year. Strategic values include financial health, economic growth and community development, natural resources, quality of life, safe community, strong neighborhoods, City/University synergy, and government performance. The strategic focus for 2025-2026 includes economic growth and community development, environment and quality of life, and government performance.

Follow up discussion included suggestions for acquiring more current data about the community from residents and businesses. Community surveys were mentioned as an option, but experience has shown that the information gleaned from such surveys tends to be skewed by issues such as low response rates, self-selection bias, and mood bias. It was suggested that the most helpful information is gathered from day-to-day interactions with residents and businesses, and it was further noted that Kent is a small enough community that that type of information could be aggregated. Overall, Council seemed satisfied with the direction of the strategic initiatives.

Community Development Committee – Chair Rosenberg/Vice-Chair Clapper

Proposed 2025 CDBG Action Plan – Bridget Susel

Ms. Susel and Ms. Kailyn Cyrus, Development Coordinator, provided an overview of the proposed 2025 CDBG Action Plan. Based on 2024 figures, staff anticipates receiving \$280,000 in 2025. The overall funding objectives for 2025 are recommended to remain the same, namely:

- Targeted infrastructure improvements in low-to-moderate income residential areas
- Housing programs to provide safe and decent housing for low-to-moderate income households, and
- Appropriate supportive services for low-to-moderate income persons.

Six project funding applications were received for 2025 funding, amounting to a total request of \$307,395. The proposed allocation of the 2025 funding is as follows:

- Elm Street Reconstruction – City of Kent Engineering Department
PY 2025 Funding Recommended: \$170,000
- Neighborhood Policing – City of Kent Police Department
PY 2025 Funding Recommended: \$10,000
- Homeless Shelter Services – Axxess Family Services
PY 2025 Funding Recommended: \$15,000
- Roof Replacement 161-163 Currie Hall Pkwy – Axxess Family Services
PY 2025 Funding Recommended: \$17,995
- Furnace Inspection/Targeted Replacement Program – CAC of Portage County
PY 2025 Funding Recommended: \$44,100
- Fair Housing Services – Fair Housing Contact Services
PY 2025 Funding Recommended: \$19,000

Additionally, the City of Kent Community Development Department is requesting \$3,000 for the cost of administering the grant.

There was an additional request from Coleman Center regarding their parking lot, but because the organization is located in Franklin Township, it is not eligible for funding under this grant.

There will be one more public hearing held in May, then a motion for authorization from Council will be requested.

Economic Development Update – Eric Helmstedter

Mr. Helmstedter shared his 2024 Economic Development Report with Council. Highlights included:

- Completion/updates of last year's projects, including renovations to Davey Tree Corporate Building, Evelyn Dickerson Hair Design, and 101 Bottles;
- New dining options, including Blind Squirrel Pub, LeeAngelo's, Wing Spot, Alley Mac, A&J Ramen Spot, and Federales;
- New shopping options, including Kent Apparel Co., Midnight Fairy Jewelry, Excelty, and 4th Gen Salon & Spa;

- New entertainment options, including Mirgs Slot Car Raceway and Board and Bevy
- Closures, including Bricco, MoonBase Bar, Troppus (physical location), Roccas Cupcake Café, and GV Art + Design;
- Projects on the horizon, including Beware of the Leopard, Bibibop, Rascal House, Thunderstruck Donuts, Maddalenas, Main Street Memorabilia, Klaben Lincoln Dealership and Enterprise Rent-A-Car relocation;
- Other business news, including the rebranding of Mockingbird Bakery to Rolling Scones Bakery & Cafe, and State Champs Coffee to Game Day Coffee, the opening of Helix Co in Acorn Alley, continued success with the JobsOhio Small Business Grant with four Kent businesses receiving funding, ACS expansion, and a number of economic measures showing that indicators are returning to pre-pandemic levels.

Conclusions:

- Challenges with labor force issues have improved since the past year, but still present challenges for employers
- JobsOhio Small Business Grant continues to be a successful program for qualified businesses
- Continued investment in the City bodes well
- Changes being made by the new presidential administration may create economic challenges that will influence the decision making of businesses. Examples include tariffs and federal funding opportunities.

Health and Safety Committee – Chair Amrhein/Vice-Chair Sidoti

2024 Health Department Annual Report – Joan Seidel

Ms. Seidel thanked Council for the kind comments on the 2024 Health Department Annual Report. Highlights of the report included the community outreach that the Health Department is doing, creating bonds with agencies and organizations. She mentioned Kent State University in particular, citing the Pop Up Food Bank project as an excellent example. She further mentioned the third annual Historic South End Health Fair which is scheduled for June 21, 2025, and expressed gratitude to the Parks and Recreation Department for the free use of their Franklin Avenue building.

Ms. Jalessa Caples, Accreditation Coordinator, provided an overview of the Tobacco Retail Licensing program. Handouts detailing a timeline of the program and overview of program statistics were distributed. Highlights include a steady decrease in the number of tobacco retailers and a snapshot of retailer education and feedback.

Streets, Sidewalks & Utilities Committee – Chair Sidoti/Vice-Chair Clapper

Proposed Changes to the On-Street/ROW Parking Regulations – Hope Jones, Nick Shearer

Chief Shearer advised Council of an issue regarding the extent of personal vehicles being parked along the City right of way on West Elm Street for over a year. Staff have developed new language to add to the parking Code that addresses the problem, namely limiting the number of vehicles that can be parked along the City right of way to three.

MOTION TO AUTHORIZE THE PROPOSED NEW ON-STREET PARKING REGULATIONS AS PRESENTED, WITH THE EMERGENCY CLAUSE, was MADE by Ms. Rosenberg, SECONDED by Mr. Clapper, and CARRIED by unanimous voice vote.

Portage Hike & Bike Trail, ODNR Grant Agreement – Jim Bowling

Mr. Bowling requested Council's authorization to enter into a grant agreement with the Ohio Department of Natural Resources (ODNR) in the amount of \$196,000 to help fund the design of the Mill Race segment of the Portage Hike and Bike Trail. This would improve the Hike & Bike trail connectivity through downtown Kent as part of the Portage County Stow Street bridge improvement project.

MOTION TO AUTHORIZE ENTERING INTO A GRANT AGREEMENT WITH ODNR FOR THE AMOUNT OF \$196,000 TO HELP FUND THE MILL RACE SEGMENT OF THE PORTAGE HIKE AND BIKE TRAIL, WITH THE EMERGENCY CLAUSE, was MADE by Mr. Clapper, SECONDED by Ms. Rosenberg, and CARRIED by unanimous voice vote.

City/Franklin Township Road Improvement Agreement – Jim Bowling

Mr. Bowling asked for Council's approval of a cooperative agreement between the City and Franklin Township for the repair and resurfacing of Hudson Road. This project was approved by Council in 2023, but higher than expected bid prices led to revisions in the project. The revised project includes resurfacing Hudson Road from McKinney Boulevard to Johnson Road at a cost to the City of \$50,000 which is included in the approved 2025 Capital Plan.

MOTION TO APPROVE THE COOPERATIVE AGREEMENT WITH FRANKLIN TOWNSHIP FOR THE RESURFACING OF HUDSON ROAD AS PRESENTED, WITH THE EMERGENCY CLAUSE, was MADE by Mr. Amrhein, SECONDED by Mr. Hook and CARRIED by unanimous voice vote.

City/Davey Tree Arboretum Planning Study Agreement – Jim Bowling

Mr. Bowling requested Council's approval of an agreement between the City's Service and Parks & Recreation departments with Davey Tree to jointly study the opportunities to integrate the City's arboretum and the new Davey Tree arboretum on the SEED campus, with the City's share of the study not to exceed \$10,000.

MOTION TO APPROVE THE JOINT PLANNING STUDY AGREEMENT WITH DAVEY TREE FOR THE INTEGRATION OF THE CITY AND DAVEY TREE ARBORETUMS AS PRESENTED, WITH THE EMERGENCY CLAUSE, was MADE by Ms. Rosenberg, SECONDED by Mr. Clapper, and CARRIED by unanimous voice vote.

Mr. Sidoti made a point of noting that he had received many positive comments from residents regarding Mr. Bowling's public presentation about the upcoming work on SR 43 for the Safe Routes to School program.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:03pm.



City of Kent

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Wednesday, February 19, 2025

MINUTES

At 6:55, Public Hearing #1 regarding the Community Development Block Grant (CDBG) PY 2025 Annual Action Plan and 2025-2029 Consolidated Plan was held.

The Clerk read the following statement: *"This is the first of two required hearings to provide the public with the opportunity to comment on the City's proposed objectives for its Community Development Block Grant (CDBG) funding. The objectives will be reported to the US Department of Housing and Urban Development in the upcoming 2025-2029 Consolidated Plan. The plan will also include the proposed projects the City is considering funding for Program Year 2025. The City receives approximately \$285,000 annually in CDBG funding and is currently working on identifying its 5-year funding objectives. Kent anticipates that all of its CDBG funding objectives will be used to support projects that benefit low-to-moderate income persons."*

There were no comments from the public.

At 7:00pm, Mayor Jerry T. Fiala called the Regular City Council meeting to order.

Present: Mr. Jack Amrhein; Mr. Jeff Clapper; Mr. Michael DeLeone; Mr. Chris Hook; Ms. Gwen Rosenberg; Ms. Heidi Shaffer Bish; Mr. Roger Sidoti; Mr. Robin Turner

Also present: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Mr. Nick Cecil, IT Director; Ms. Dominique Bollenbacher, Community Outreach Coordinator; Ms. Melanie Baker, Service Director; Mr. Jim Bowling, City Engineer; Ms. Kathy Coleman, Clerk of Council

MOTION TO EXCUSE MS. CELKO was made by Ms. Rosenberg, seconded by Mr. DeLeone, and carried by unanimous voice vote.

Mr. Sidoti offered opening remarks complimenting the road crews on the great job they're doing with the recent bout of severe weather. He then led Council in the Pledge of Allegiance.

COMMUNICATION

- On January 28, 2025, the February agenda and January minutes were received from Standing Rock Cemetery and posted online.
- On February 6, 2025, the February agenda and January minutes and statistical report were received from the Health Department and posted online.
- On February 6, 2025, a liquor license transfer request for license transferring from Umbrian Hills LLC at 257 N. Water St., Kent to Maddalenas LLC at 252 N. Water St., Kent was received. Chief Shearer had no objections.

MOTION TO APPROVE THE LIQUOR LICENSE TRANSFER FROM UMBRIAN HILLS LLC TO MADDALENAS LLC WITH NO HEARING was made by Mr. DeLeone, seconded by Ms. Shaffer Bish, and carried by unanimous voice vote.

CITY MANAGER'S REPORT

MOTION TO AUTHORIZE ITEMS 1-9 ON THE CITY MANAGER'S REPORT was MADE by Mr. Amrhein, SECONDED by Ms. Rosenberg, and CARRIED by unanimous voice vote. Mr. Ruller expressed gratitude to the Parks & Recreation staff for doing a good job on sidewalk clearing, and Ms. Rosenberg expressed appreciation to Trinity Lutheran Church for their donation.

1. Angela has asked for Council's approval to accept and allocate a donation in the amount of \$2,400 from the Trinity Lutheran Church to Kent Parks & Recreation for supplies to be used in the before-and-after-school program.
2. Rhonda has asked for Council's approval of the "then and now" financial statement through February 2025 (Draft 2025-014)
3. Jim has asked for Council's approval of an ordinance in support of the City's Safe Routes to School Travel grant application in the amount of \$500,000 for the SR43 traffic improvement project.
4. The Mayor requested Committee of the Whole time for Council to discuss preparation for the 2025 Charter Review.
5. Bridget has asked for Community Development Committee time to present the proposed 2025 CDBG Action Plan.
6. Eric has requested Community Development Committee time to present his Economic Development Update report.
7. Bridget is requesting Health and Safety Committee time to provide Council with an update of the pilot homeless warming/cooling shelter assistance project.
8. Joan has asked for Health and Safety Committee time to provide Council with a Health Department services update.
9. Nick has asked for Streets, Sidewalks & Utilities Committee time to propose a modification to the City's parking regulations.

CONSENT AGENDA

Approval of January Regular Council Meeting minutes

Approval of February Council Committee Meeting minutes

MOTION TO SUSPEND THREE READINGS OF DRAFTS 2025-009 THROUGH 2025-013 was MADE by Mr. DeLeone, SECONDED by Ms. Rosenberg, and CARRIED by roll call vote 8-0-0.

MOTION TO ADOPT DRAFTS 2025-009 through 2025-013 was MADE by Mr. Clapper, SECONDED by Ms. Rosenberg, and CARRIED by roll call vote 8-0-0.

- **DRAFT 2025-009** AN ORDINANCE AFFIRMING KENT'S DESIGN & PRESERVATION COMMITTEE'S DESIGNATION OF THE HOMETOWN BANK BUILDING AS A "LOCAL HISTORIC PROPERTY" AND DECLARING AN EMERGENCY.
- **DRAFT 2025-010** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH THE HAYMAKER FARMERS' MARKET FOR THE SUB-LAND LEASE OF A PARKING LOT LOCATED NORTH OF SUMMIT STREET, WEST OF FRANKLIN AVENUE, AND EAST OF AKRON BARBERTON CLUSTER RAILWAY COMPANY'S MAIN LINE TRACK, CONTAINING 0.168 ACRES, FOR THE PERIOD OF APRIL 5, 2025 THROUGH NOVEMBER 29, 2025; CONTINGENT ON THE CONTINUATION OF THE CITY'S LEASE WITH THE AKRON BARBERTON CLUSTER RAILWAY COMPANY, FOR THE AMOUNT OF \$1.00; AND DECLARING AN EMERGENCY.
- **DRAFT 2025-011** AN ORDINANCE AMENDING "PART THIRTEEN-BUILDING CODE" AND "PART FOURTEEN-PROPERTY MAINTENANCE AND HOUSING CODE" OF THE CODIFIED ORDINANCES OF THE CITY OF KENT TO CORRECT CONFLICTING LANGUAGE, AND DECLARING AN EMERGENCY.
- **DRAFT 2025-012** AN ORDINANCE AMENDING ORDINANCE NO. 2024-131, THE CURRENT APPROPRIATION ORDINANCE, PASSED DECEMBER 18, 2024; SO AS TO ADJUST APPROPRIATIONS, TRANSFERS AND ADVANCES FROM THE VARIOUS FUNDS OF THE CITY OF KENT TO INDIVIDUAL ACCOUNTS FOR THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025; AND DECLARING AN EMERGENCY.
- **DRAFT 2025-013** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE A PURCHASE AGREEMENT BETWEEN PORTAGE COUNTY LAND REUTILIZATION CORPORATION AND THE CITY OF KENT, OHIO FOR PARCEL #17-011-20-00-003-000 (603 WEST STREET) FOR \$100.00 TO MAINTAIN THE STORM WATER FACILITY, AND DECLARING AN EMERGENCY.

Consent Agenda passes.

STANDING COMMITTEES & LEGISLATION**Committee of the Whole – Chair Mayor Fiala/Vice-Chair Amrhein**

No action.

Community Development Committee – Chair Rosenberg/Vice-Chair Clapper

No action.

Health & Safety Committee – Chair Amrhein/Vice-Chair Sidoti

No action.

Land Use Committee – Chair Shaffer Bish/Vice-Chair Hook

No action.

Streets, Sidewalks & Utilities Committee – Chair Sidoti/Vice-Chair Clapper

MOTION TO SUSPEND THREE READINGS OF DRAFT 2025-15 was MADE by Ms. Rosenberg, SECONDED by Mr. DeLeone, and approved by unanimous roll call vote, 8-0-0.

MOTION TO AUTHORIZE THE SERVICE DEPARTMENT’S APPLICATION TO APPLY FOR ODNR GRANT FUNDS was MADE by Ms. Rosenberg, SECONDED by Mr. Clapper, and CARRIED by unanimous roll call vote, 8-0-0.

DRAFT 2025-015 AN ORDINANCE AUTHORIZING THE CITY OF KENT SERVICE DEPARTMENT TO APPLY FOR GRANT FUNDS FROM THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) IN THE AMOUNT OF \$500,000, AND TO ACCEPT THE GRANT, IF AWARDED, WITH CORRESPONDING APPROPRIATION OF FUNDS AND DECLARING AN EMERGENCY.

Draft 2025-015 passes.

UNFINISHED BUSINESS None.

NEW BUSINESS None.

COUNCIL MEMBERS’ COMMENTS

- Council welcomed PhD students from a KSU Political Science course and invited them to introduce themselves. All were from Africa and appreciated the opportunity to attend these open meetings.
- Ms. Shaffer Bish began a discussion regarding the federal government's recent actions and expressed concern about the impact at a local level. She stressed the importance of keeping Kent safe and welcoming and noted that Council has historically spoken out regarding issues it disagrees with. She stated she hopes that Council will respond intelligently and bravely, and suggested perhaps a letter from Council could be sent to the relevant state and federal officials.

The Mayor suggested that individual letters from Council members might be more influential.

Mr. Turner agreed strongly with Ms. Shaffer Bish, further stating that he believes the Council has a moral obligation to make itself heard, and ensure that Kent remains “a blue island in a red wave.”

Mr. Ruller mentioned that, given the current climate in Washington, it is conceivable that negative consequences against Kent were possible in response to push back from Council.

Mr. Hook stated that concerns about negative attention towards Kent were valid, but not saying something has a cost as well. He suggested that if blowback ensues, Council should shine a light on any retaliation.

Mr. Amrhein noted that Representative David Joyce would be making a local visit and suggested that Council may want to bring their concerns to him at that time.

Ms. Shaffer Bish concluded the discussion by noting that any action by Council should be a thoughtful, considered response, with awareness of the potential for unintended consequences but with constituents’ expectations in mind.

MAYOR’S REPORT

Mayor Fiala jokingly suggested Council send his wife sympathy cards because they are celebrating their 57th wedding anniversary.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:29pm.



Kathleen Coleman
Clerk of Council

Jerry T. Fiala
Mayor and President of Council

ORDINANCE NO. 2025 - 014

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, UPON THE ISSUANCE OF A CERTIFICATE OF AVAILABILITY OF FUNDS, TO PAY CERTAIN PURCHASE ORDERS MADE THAT EXCEED \$3000.00; AND DECLARING AN EMERGENCY.

WHEREAS, the Finance Director is required by ORC 5705.41(D) to certify the availability of funds to pay for goods or services upon all contracts and purchase orders; and,

WHEREAS, if the Certification of the Finance Director is not attached to the contract or purchase order over Three Thousand Dollars and No Cents (\$3,000.00) Council must pass an ordinance allowing for a warrant for payment to be issued upon the Finance Director's certification that at the time of making the contract or order and at the time of the certification there was sufficient funds necessary for the payment of such contract and orders; and,

WHEREAS, the Finance Director has indicated that such a certification described above can be executed.

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

SECTION 1. That the Finance Director is authorized to make such warrants as are necessary to pay the due and owing amounts detailed in Exhibit "A", attached hereto and made an integral part hereof.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL



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

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: February 12, 2025
Re: Then and Now Purchase Order Approval Request

In accordance with Section 5705.41 (D) of the Ohio Revised Code the City must receive approval from Council for all Then and Now purchase orders of more than \$3,000 on a monthly basis. Attached is a list of Then and Now P.O.'s in excess of \$3,000 that are dated January 22, 2025 through February 11, 2025.

Thank you.

Purchase Order Report

G/L Date Range 01/22/25 - 02/11/25

Sort by Department - Purchase Order Number

Detail Listing

Purchase Order	2025-00000584	G/L Date	01/23/2025	Amount	42,430.22
Description	FIN- OPWC Loans	Deliver by Date		Voided	.00
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	01/23/2025	Discounted	.00
Vendor	1433 - Ohio Treasurer/OPWC	Completed Date	01/23/2025	Expensed	42,430.22
Type	Then/Now	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	Description	OWDA/OPWC Princ - East Summit Street Imprpv (301)	Status	Complete	Amount	12,500.00
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discounted	.00
	Price per Unit	12,500.00	Discount	0%	Expensed	12,500.00
					Remaining	.00
					Encumbered	.00

Item 5	Description	301-07-570-800.7810 (Capital Improvements-Budget & Finance-General Government-Debt Reduction.Debt Reduction princ)	Project		Amount	12,500.00
	Quantity	OWDA/OPWC Princ - Erie & Depeyster St Recon.-301	Status	Complete	Amount	9,880.00
	U/M	1.0000	Vendor Part Number		Voided	.00
	Price per Unit	Each	Contract Number		Discounted	.00
		9,880.00	Discount	0%	Expensed	9,880.00
					Remaining	.00
					Encumbered	.00

Item 8	Description	301-07-570-800.7810 (Capital Improvements-Budget & Finance-General Government-Debt Reduction.Debt Reduction princ)	Project		Amount	9,880.00
	Quantity	OWDA/OPWC Princ - S.Chestnut/Middlebury Rd Rehab-301	Status	Complete	Amount	6,153.56
		1.0000	Vendor Part Number		Voided	.00

Purchase Order Report

G/L Date Range 01/22/25 - 02/11/25

Sort by Department - Purchase Order Number
Detail Listing

U/M		Each	Contract Number		Discounted	.00
Price per Unit		6,153.56	Discount		Expensed	6,153.56
			0%		Remaining	.00
					Encumbered	.00
G/L Account						
Project						
301-07-570-800.7810 (Capital Improvements-Budget & Finance-General						
Government-Debt Reduction.Debt Reduction princ)						
Amount						
6,153.56						
Purchase Order	2025-00000585	G/L Date	01/23/2025	Amount	15,957.96	
Description	FIN - OPWC Loan Payments	Deliver by Date		Voided	.00	
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	01/23/2025	Discouted	.00	
Vendor	1433 - Ohio Treasurer/OPWC	Completed Date	01/23/2025	Expensed	15,957.96	
Type	Then/Now	Expiration Date		Remaining	.00	
Status	Complete			Encumbered	.00	
Item 1	Description	OWDA/OPWC Princ - Cuyahoga, Stinaff, Majors Waterline	Status	Complete	Amount	7,368.72
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discouted	.00
	Price per Unit	7,368.72	Discount	0%	Expensed	7,368.72
					Remaining	.00
					Encumbered	.00
G/L Account						
Project						
201-07-550-800.7812 (Water-Budget & Finance-Basic Utility Services-						
Debt Reduction.OWDA/OPWC princ)						
Amount						
7,368.72						
Item 2	Description	OWDA/OPWC Princ - Middlebury Road	Status	Complete	Amount	5,434.41
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discouted	.00
	Price per Unit	5,434.41	Discount	0%	Expensed	5,434.41

Purchase Order Report

G/L Date Range 01/22/25 - 02/11/25

Sort by Department - Purchase Order Number

Detail Listing

Remaining	.00
Encumbered	.00

G/L Account	Project	Amount
301-07-570-800.7810 (Capital Improvements-Budget & Finance-General Government-Debt Reduction,Debt Reduction princ)		5,434.41

Purchase Order	2025-00000633	G/L Date	01/28/2025	Amount	11,687.35
Description	FIN - 4th Quarter hotel/motel taxes for Down KSU Hotel	Deliver by Date		Voided	.00
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	01/28/2025	Discounted	.00
Vendor	3466 - Destination Kent Convention & Visitors Bureau, Inc	Completed Date	01/30/2025	Expensed	11,687.35
Type	Then/Now	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	Description	Hotel/Motel Tax	Status	Complete	Amount	11,687.35
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discounted	.00
	Price per Unit	11,687.35	Discount	0%	Expensed	11,687.35
					Remaining	.00
					Encumbered	.00

G/L Account	Project	Amount
001-08-570-703.7780 (General Government-Council-General Government-Community Support.Bed Tax)		11,687.35

Purchase Order	2025-00000639	G/L Date	01/29/2025	Amount	3,274.21
Description	FIN- Sept 24 balance of invoice	Deliver by Date		Voided	.00
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	01/29/2025	Discounted	.00
Vendor	1310 - Life Force Mgmt Inc	Completed Date	01/30/2025	Expensed	3,264.15
Type	Then/Now	Expiration Date		Remaining	.00

Purchase Order Report

G/L Date Range 01/22/25 - 02/11/25
Sort by Department - Purchase Order Number
Detail Listing

Status	Complete				Encumbered	.00
Purchase Order	2025-00000641					
Description	FIN - Oct 24 Invoice			G/L Date	01/29/2025	Amount 8,170.12
Department	07.708 Budget & Finance Department,Financial Admin.			Deliver by Date		Voided .00
Vendor	1310 - Life Force Mgmt Inc			Printed Date	01/29/2025	Discounted .00
Type	Then/Now			Completed Date	01/30/2025	Expensed 8,170.12
Status	Complete			Expiration Date		Remaining .00
						Encumbered .00
Item 1	Description	Misc Contractual - 001.07.570.708.7390		Status	Complete	Amount 8,170.12
	Quantity	1.0000		Vendor Part Number		Voided .00
	U/M	Each		Contract Number		Discounted .00
	Price per Unit	8,170.12		Discount	0%	Expensed 8,170.12
						Remaining .00
						Encumbered .00
	G/L Account			Project		Amount 8,170.12
		001-07-570-708.7390 (General Government-Budget & Finance-General				
		Government-Financial Administration.Misc Contractual)				
Purchase Order	2025-00000642			G/L Date	01/29/2025	Amount 4,978.40
Description	FIN- Jan 2025 Invoice for water bills			Deliver by Date		Voided .00
Department	07.708 Budget & Finance Department,Financial Admin.			Printed Date	01/29/2025	Discounted .00
Vendor	1650 - Smartbill, LTD			Completed Date	01/30/2025	Expensed 4,978.40
Type	Then/Now			Expiration Date		Remaining .00
Status	Complete					Encumbered .00
Item 2	Description	Communications-Phone Service - 204.07.550.708.7320-utility		Status	Complete	Amount 3,662.67
		billing				

Purchase Order Report

G/L Date Range 01/22/25 - 02/11/25

Sort by Department - Purchase Order Number

Detail Listing

Quantity	1.0000	Vendor Part Number	Voided	.00
U/M	Each	Contract Number	Discounted	.00
Price per Unit	3,662.67	Discount	Expensed	3,662.67
			Remaining	.00
			Encumbered	.00

G/L Account

Project

Amount

204-07-550-708.7320 (Utility Billing-Budget & Finance-Basic Utility Services-Financial Administration.Communications-Phone Service and Postage)

3,662.67

Purchase Order	2025-00000645	G/L Date	01/29/2025	Amount	12,313.11
Description	FIN - Balance of 2024 Electric Bills	Deliver by Date		Voided	.00
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	01/29/2025	Discounted	.00
Vendor	1394 - Ohio Edison Company	Completed Date	01/30/2025	Expensed	12,313.11
Type	Then/Now	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

G/L Account

Project

Amount

001-05-570-710.7310 (General Government-Service Department-General Government-Service Administration.Utilities)

869.79

Item 2	Description	Utilities - SCMR	Complete	Amount	11,338.57
	Quantity	1.0000		Voided	.00
	U/M	Each		Discounted	.00
	Price per Unit	11,338.57	0%	Expensed	11,338.57
				Remaining	.00
				Encumbered	.00

G/L Account

Project

Amount

102-05-560-601.7310 (SCMR-Service Department-Central Maintenance-Transportation - Central Maint..Utilities)

11,338.57

Purchase Order Report

G/L Date Range 01/22/25 - 02/11/25

Sort by Department - Purchase Order Number

Detail Listing

Purchase Order	2025-00000720	G/L Date	02/04/2025	Amount	4,496.49
Description	FIN - Gas bill from Dec 2024	Deliver by Date		Voided	.00
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	02/04/2025	Discounted	.00
Vendor	3794 - The East Ohio Gas Co.	Completed Date	02/06/2025	Expensed	4,496.49
Type	Then/Now	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	Description	Utilities	Status	Complete	Amount	4,402.16
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discounted	.00
	Price per Unit	4,402.16	Discount	0%	Expensed	4,402.16
					Remaining	.00
					Encumbered	.00

G/L Account

001-05-570-710.7310 (General Government-Service Department-General Government-Service Administration,Utilities)

Project

Amount

4,402.16

Purchase Order	2025-00000809	G/L Date	02/10/2025	Amount	10,371.98
Description	FIN - First Health Access Fees Dec 2024	Deliver by Date		Voided	.00
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	02/10/2025	Discounted	.00
Vendor	4111 - Apex Benefits Services LLC	Completed Date	02/13/2025	Expensed	10,371.98
Type	Then/Now	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	Description	Insurance & Bonding	Status	Complete	Amount	10,371.98
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discounted	.00
	Price per Unit	10,371.98	Discount	0%	Expensed	10,371.98
					Remaining	.00

Purchase Order Report

G/L Date Range 01/22/25 - 02/11/25

Sort by Department - Purchase Order Number

Detail Listing

			Encumbered	.00
G/L Account	Project	Amount		
807-07-580-905.7360 (Ee Insurance-Budget & Finance-Non Programs-Insurance Deposits,Insurance & Bonding)		10,371.98		

ORDINANCE NO. 2025 - 016

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, UPON THE ISSUANCE OF A CERTIFICATE OF AVAILABILITY OF FUNDS, TO PAY CERTAIN PURCHASE ORDERS MADE THAT EXCEED \$3000.00; AND DECLARING AN EMERGENCY.

WHEREAS, the Finance Director is required by ORC 5705.41(D) to certify the availability of funds to pay for goods or services upon all contracts and purchase orders; and,

WHEREAS, if the Certification of the Finance Director is not attached to the contract or purchase order over Three Thousand Dollars and No Cents (\$3,000.00) Council must pass an ordinance allowing for a warrant for payment to be issued upon the Finance Director's certification that at the time of making the contract or order and at the time of the certification there was sufficient funds necessary for the payment of such contract and orders; and,

WHEREAS, the Finance Director has indicated that such a certification described above can be executed.

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

SECTION 1. That the Finance Director is authorized to make such warrants as are necessary to pay the due and owing amounts detailed in Exhibit "A", attached hereto and made an integral part hereof.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL



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

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: March 11, 2025
Re: Then and Now Purchase Order Approval Request

In accordance with Section 5705.41 (D) of the Ohio Revised Code the City must receive approval from Council for all Then and Now purchase orders of more than \$3,000 on a monthly basis. Attached is a list of Then and Now P.O.'s in excess of \$3,000 through March 10, 2025.

Thank you.

Exhibit A

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25

Sort by Department - Purchase Order Number

Detail Listing

Department	05.503 Public Services Department,Water Reclamation Plant									
Purchase Order	2025-00000852									
Description	WRF: 2024 invoice									
Department	05.503 Public Services Department,Water Reclamation Plant									
Vendor	1549 - Republic Svcs, Inc./Republic Svcs of Ohio									
Type	Then/Now									
Status	Complete									
Item 1	Description	Misc Contractual	Status	Complete	Amount	3,040.52				
	Quantity	1.0000	Vendor Part Number		Voided	.00				
	U/M	Each	Contract Number		Discounted	.00				
	Price per Unit	3,040.52	Discount	0%	Expensed	3,040.52				
					Remaining	.00				
					Encumbered	.00				
	Project									
	Amount									
	3,040.52									
Purchase Order	2025-00000846									
Description	CM120 Parts									
Department	05.560 Public Services Department,Central Maintenance Division									
Vendor	3427 - Kimco USA, Inc.									
Type	Then/Now									
Status	Open									
Item 1	Description	Operating Materials	Status	Open	Amount	3,227.59				
	Quantity	1.0000	Vendor Part Number		Voided	.00				
	U/M	Each	Contract Number		Discounted	.00				
					Expensed	.00				
					Remaining	3,227.59				
					Encumbered	3,227.59				

Purchase Order Report
G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

Price per Unit		3,227.59	Discount		0%	Expensed	.00
						Remaining	3,227.59
						Encumbered	3,227.59
G/L Account		Project		Amount			
102-05-560-601.7420 (SCMR-Service Department-Central Maintenance-Transportation - Central Maint..Operating Materials)				3,227.59			
Purchase Order	2025-00000893	G/L Date	02/19/2025	Amount	10,045.00		
Description	FIN- Parking Fines for Jan 2025	Deliver by Date		Voided	.00		
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	02/19/2025	Discounted	.00		
Vendor	1495 - Portage County Municipal Court	Completed Date	02/20/2025	Expensed	10,045.00		
Type	Then/Now	Expiration Date		Remaining	.00		
Status	Complete			Encumbered	.00		
Item 1	Description	Trust and Agency	Status	Complete	Amount	10,045.00	
	Quantity	1.0000	Vendor Part Number		Voided	.00	
	U/M	Each	Contract Number		Discounted	.00	
	Price per Unit	10,045.00	Discount	0%	Expensed	10,045.00	
					Remaining	.00	
					Encumbered	.00	
G/L Account		Project		Amount			
804-07-580-908.7710 (T&A Escrow-Budget & Finance-Non Programs-Trust and Agency Other:Refunds)				10,045.00			
Purchase Order	2025-00000939	G/L Date	02/25/2025	Amount	110,026.36		
Description	FIN- US Specialty Ins 10/24-10/2025	Deliver by Date		Voided	.00		
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	02/26/2025	Discounted	.00		

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

Vendor	1317 - Insurance Specialists Group, Inc./Love Ins.	Completed Date	02/27/2025	Expensed	110,026.36
Type	Then/Now	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00
Item 1	Description	Status	Complete	Amount	2,662.23
	Quantity	Vendor Part Number		Voided	.00
	U/M	Contract Number		Discounted	.00
	Price per Unit	Discount	0%	Expensed	2,662.23
				Remaining	.00
				Encumbered	.00
G/L Account					
Project				Amount	
110-02-520-201.7360 (Health Department-Health Department-Public Health & Welfare-Health Admin.Insurance & Bonding)				2,662.23	
Item 2	Description	Status	Complete	Amount	1,838.45
	Quantity	Vendor Part Number		Voided	.00
	U/M	Contract Number		Discounted	.00
	Price per Unit	Discount	0%	Expensed	1,838.45
				Remaining	.00
				Encumbered	.00
G/L Account					
Project				Amount	
001-04-540-401.7360 (General Government-Community Development-Community Development-Community Development.Insurance & Bonding)				1,838.45	
Item 3	Description	Status	Complete	Amount	114.50
	Quantity	Vendor Part Number		Voided	.00
	U/M	Contract Number		Discounted	.00
	Price per Unit	Discount	0%	Expensed	114.50
				Remaining	.00
				Encumbered	.00

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

G/L Account				Project	Amount
001-04-540-410.7360 (General Government-Community Development-Community Development-Economic Development.Insurance & Bonding)					114.50
Item 4	Description	Insurance & Bonding - bldg	Status	Complete	718.13
	Quantity	1.0000	Vendor Part Number	Voided	.00
	U/M	Each	Contract Number	Discounted	.00
	Price per Unit	718.13	Discount	Expensed	718.13
				Remaining	.00
				Encumbered	.00
G/L Account				Project	Amount
001-04-540-402.7360 (General Government-Community Development-Community Development-Housing and Building Inspection.Insurance & Bonding)					718.13
Item 5	Description	Insurance & Bonding - shade tree	Status	Complete	543.94
	Quantity	1.0000	Vendor Part Number	Voided	.00
	U/M	Each	Contract Number	Discounted	.00
	Price per Unit	543.94	Discount	Expensed	543.94
				Remaining	.00
				Encumbered	.00
G/L Account				Project	Amount
001-05-560-405.7360 (General Government-Service Department-Central Maintenance-Shade Tree.Insurance & Bonding)					543.94
Item 6	Description	Insurance & Bonding - service	Status	Complete	179.81
	Quantity	1.0000	Vendor Part Number	Voided	.00
	U/M	Each	Contract Number	Discounted	.00
	Price per Unit	179.81	Discount	Expensed	179.81
				Remaining	.00

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

	G/L Account	Project	Amount	Remaining Encumbered	.00 .00
	102-05-560-601.7360 (SCMR-Service Department-Central Maintenance-Transportation - Central Maint..Insurance & Bonding)				
Item 10	Description	Status	Complete	Amount	921.50
	Quantity	Vendor Part Number		Voided	.00
	U/M	Contract Number		Discounted	.00
	Price per Unit	Discount	0%	Expensed	921.50
				Remaining	.00
				Encumbered	.00
	G/L Account	Project	Amount		
	102-05-560-602.7360 (SCMR-Service Department-Central Maintenance-Vehicle Maintenance.Insurance & Bonding)				
Item 11	Description	Status	Complete	Amount	8,260.42
	Quantity	Vendor Part Number		Voided	.00
	U/M	Contract Number		Discounted	.00
	Price per Unit	Discount	0%	Expensed	8,260.42
				Remaining	.00
				Encumbered	.00
	G/L Account	Project	Amount		
	106-03-530-301.7360 (Recreation-Parks & Rec-Parks & Recreation-Recreation Programs.Insurance & Bonding)				
Item 12	Description	Status	Complete	Amount	33,001.10
	Quantity	Vendor Part Number		Voided	.00
	U/M	Contract Number		Discounted	.00

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

Price per Unit		33,001.10	Discount		0%	Expensed Remaining Encumbered		33,001.10 .00 .00
G/L Account		Project						
124-01-510-102.7360 (Income Tax Safety-Safety Department-Safety Services-Police Services.Insurance & Bonding)		Amount 33,001.10						
Item 13	Description	Insurance & Bonding - Fire Services	Status	Complete	Amount	11,392.95		
	Quantity	1.0000	Vendor Part Number		Voided	.00		
	U/M	Each	Contract Number		Discounted	.00		
	Price per Unit	11,392.95	Discount	0%	Expensed	11,392.95		
					Remaining	.00		
					Encumbered	.00		
G/L Account		Project						
128-01-510-108.7360 (Fire & EMS-Safety Department-Safety Services-Fire Services.Insurance & Bonding)		Amount 11,392.95						
Item 14	Description	Insurance & Bonding - fire - community services	Status	Complete	Amount	670.26		
	Quantity	1.0000	Vendor Part Number		Voided	.00		
	U/M	Each	Contract Number		Discounted	.00		
	Price per Unit	670.26	Discount	0%	Expensed	670.26		
					Remaining	.00		
					Encumbered	.00		
G/L Account		Project						
128-01-510-109.7360 (Fire & EMS-Safety Department-Safety Services-Fire - Community Services.Insurance & Bonding)		Amount 670.26						
Item 15	Description	Insurance & Bonding - Fire- confined space	Status	Complete	Amount	363.80		
	Quantity	1.0000	Vendor Part Number		Voided	.00		

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

U/M	Each		Contract Number	Discounted	.00
Price per Unit	363.80		Discount	Expensed	363.80
		0%		Remaining	.00
				Encumbered	.00
G/L Account					
Project					
128-01-510-112.7360 (Fire & EMS-Safety Department-Safety Services-Confined Space.Insurance & Bonding)					
Amount					
363.80					
Item 16	Description	Insurance & Bonding - water plant	Status	Complete	Amount
	Quantity	1.0000	Vendor Part Number	Voided	6,244.24
	U/M	Each	Contract Number	Discounted	.00
	Price per Unit	6,244.24	Discount	Expensed	.00
			0%	Remaining	6,244.24
				Encumbered	.00
					.00
G/L Account					
Project					
201-05-550-501.7360 (Water-Service Department-Basic Utility Services-Water Plant.Insurance & Bonding)					
Amount					
6,244.24					
Item 17	Description	Insurance & Bonding - water dist	Status	Complete	Amount
	Quantity	1.0000	Vendor Part Number	Voided	1,151.50
	U/M	Each	Contract Number	Discounted	.00
	Price per Unit	1,151.50	Discount	Expensed	.00
			0%	Remaining	1,151.50
				Encumbered	.00
					.00
G/L Account					
Project					
201-05-550-605.7360 (Water-Service Department-Basic Utility Services-Central Maintenance Distribution.Insurance & Bonding)					
Amount					
1,151.50					
Item 18	Description	Insurance & Bonding - water - IT	Status	Complete	Amount
	Quantity	1.0000	Vendor Part Number	Voided	137.48
					.00

	U/M	Each		Contract Number	Discounted	.00
	Price per Unit	137.48		Discount	Expensed	137.48
					Remaining	.00
					Encumbered	.00
	G/L Account					
	Project					
	201-07-570-728.7360 (Water-Budget & Finance-General Governemem-					
	Information Technology.Insurance & Bonding)					
					Amount	137.48
Item 19	Description	Insurance & Bonding - sewer dist		Status	Complete	3,337.50
	Quantity	1.0000		Vendor Part Number	Voided	.00
	U/M	Each		Contract Number	Discounted	.00
	Price per Unit	3,337.50		Discount	Expensed	3,337.50
					Remaining	.00
					Encumbered	.00
	G/L Account					
	Project					
	202-05-550-605.7360 (Sewer-Service Department-Basic Utility Services-					
	Central Maintenance Distribution.Insurance & Bonding)					
					Amount	3,337.50
Item 20	Description	Insurance & Bonding - WRF Plant		Status	Complete	6,638.63
	Quantity	1.0000		Vendor Part Number	Voided	.00
	U/M	Each		Contract Number	Discounted	.00
	Price per Unit	6,638.63		Discount	Expensed	6,638.63
					Remaining	.00
					Encumbered	.00
	G/L Account					
	Project					
	202-05-550-503.7360 (Sewer-Service Department-Basic Utility Services-					
	Water Reclamation Plant.Insurance & Bonding)					
					Amount	6,638.63
Item 21	Description	Insurance & Bonding - sewer IT Dept		Status	Complete	137.49

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

			Vendor Part Number		Voided		.00	
			Contract Number		Discounted		.00	
			Discount		0%		137.49	
					Remaining		.00	
					Encumbered		.00	
G/L Account			Project		Amount		137.49	
202-07-570-728.7360 (Sewer-Budget & Finance-General Governement-Information Technology.Insurance & Bonding)								
Item 22	Description	Insurance & Bonding - solid waste- admin	Status	Complete	Amount	229.06		
	Quantity	1.0000	Vendor Part Number	Voided	Voided	.00		
	U/M	Each	Contract Number	Discounted	Discounted	.00		
	Price per Unit	229.06	Discount	0%	Expensed	229.06		
					Remaining	.00		
					Encumbered		.00	
G/L Account			Project		Amount		229.06	
205-07-550-724.7360 (Solid Waste (Recycling)-Budget & Finance-Basic Utility Services-Financial Administrative Support.Insurance & Bonding)								
Item 23	Description	Insurance & Bonding - Law Dept	Status	Complete	Amount	229.00		
	Quantity	1.0000	Vendor Part Number	Voided	Voided	.00		
	U/M	Each	Contract Number	Discounted	Discounted	.00		
	Price per Unit	229.00	Discount	0%	Expensed	229.00		
					Remaining	.00		
					Encumbered		.00	
G/L Account			Project		Amount		229.00	
001-06-570-707.7360 (General Government-Law Department-General Governement-Law.Insurance & Bonding)								

Purchase Order Report

G/L Date Range 02/12/25 - 03/10/25
Sort by Department - Purchase Order Number
Detail Listing

Item 24	Description Quantity U/M Price per Unit	Insurance & Bonding - Finance Dept 1.0000 Each 490.24	Status Vendor Part Number Contract Number Discount	Complete 0%	Amount Voided Discounted Expensed Remaining Encumbered	490.24 .00 .00 490.24 .00 .00
G/L Account 001-07-570-708.7360 (General Government-Budget & Finance-General Governement-Financial Administration.Insurance & Bonding) Project Amount 490.24						
Item 25	Description Quantity U/M Price per Unit	Insurance & Bonding - council 1.0000 Each 229.00	Status Vendor Part Number Contract Number Discount	Complete 0%	Amount Voided Discounted Expensed Remaining Encumbered	229.00 .00 .00 229.00 .00 .00
G/L Account 001-08-570-701.7360 (General Government-Council-General Governement-City Council.Insurance & Bonding) Project Amount 229.00						
Item 26	Description Quantity U/M Price per Unit	Insurance & Bonding - city mgr office 1.0000 Each 147.16	Status Vendor Part Number Contract Number Discount	Complete 0%	Amount Voided Discounted Expensed Remaining Encumbered	147.16 .00 .00 147.16 .00 .00
G/L Account 001-09-570-704.7360 (General Government-City Manager-General Governement-City Manager.Insurance & Bonding) Project Amount 147.16						

Item 27	Description	Insurance & Bonding - HR Director	Status	Complete	Amount	114.44
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discounted	.00
	Price per Unit	114.44	Discount	0%	Expensed	114.44
					Remaining	.00
					Encumbered	.00
	G/L Account		Project		Amount	
	001-09-570-705.7360 (General Government-City Manager-General				114.44	
	Government-Human Resources Insurance & Bonding)					

ORDINANCE NO. 2025 - 017

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2025 COMMUNITY EVENT SPONSORSHIP PROGRAM AWARD IN THE AMOUNT OF \$2,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a NOPEC 2025 Community Event Sponsorship Award in the amount of \$2,000.00; and

WHEREAS, the City would like to use the funds for the Kent Area Chamber of Commerce – Festival of Lights held in December.

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

SECTION 1. That Kent City Council hereby authorizes the City Manager, or his designee, to accept the NOPEC 2025 Community Event Sponsorship Program Award in the amount of \$2,000.00.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN



CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE

MEMO

TO: Dave Ruller, City Manager
Council

FROM: Melanie A. Baker, Service Director

DATE: 3 / 10 / 2025

SUBJECT: NOPEC Community Event Sponsorship Grant 2025

The City of Kent is the recipient of the 2025 NOPEC Community Sponsorship Grant for \$2,000.00. This is an annual grant that is available for communities to use to sponsor an event that is free and open to all residents of the community and can provide an engagement opportunity for NOPEC to connect with community residents. This year's allocation will be committed to the Kent Area Chamber of Commerce for the Festival of Lights which will be held in December.

I respectfully request that the acceptance of this award be added as an unauthorized item for the March 19, 2025, Council meeting.

Thank you for your time and consideration of this request.

Please find attached the email with the letter of award confirmation.

Greetings from NOPEC,

NOPEC is once again making funds available to member communities through our Community Event Sponsorship Program! This program is designed to provide financial support to deserving organizations within your community that host events for residents.

Your community's sponsorship award and registration code are provided below.

Community Name: Kent

Community Registration Code: 6034

2025 Sponsorship Award: \$2000

Sponsorship Program Application: <https://nopecsponsorships.org/>

Your sponsorship funds were determined by the average number of enrolled residential/business accounts. We calculate this average based on 2nd and 3rd quarter gas and/or electric enrollment.

To complete your Sponsorship Request you will need to complete the following:

- Register: Go to <https://www.nopecsponsorships.org/> and use your community registration code (above) to register as a new user. *Please note that an employee of the community must register on behalf of your community. This can range from the Mayor, City Manager, Fiscal Officer, Executive Assistant, etc.*
- Part 1: Submit a Community Profile - **Upload a completed Community Acknowledgment Form**
- Part 2: Submit a Sponsorship Request - **Upload a completed Organization Acknowledgment Form packet**

Both of these forms can be downloaded under documents at <https://nopecsponsorships.org/>.

We define the 'organization' as the party receiving the sponsorship funds. This can be a non-profit organization, a for-profit organization or a department or committee within your community. If you wish to designate a department or committee within your community, you need to list the designated department/committee clearly on the Organization Acknowledgment Form.

You must complete **Part 1**, your Community Profile, **Part 2**, your Sponsorship Request(s) and all completed forms, by April 30, 2025. We strongly recommend submitting your request as early as possible to avoid any issues. **No extensions will be given, and no exceptions will be made. And remember, sponsorship dollars do not roll over.** If you need any assistance, please reach out to the Community Outreach Team.

All sponsorship funds will be distributed via Automated Clearing House (ACH) transfers directly to the designated account. **No paper checks will be issued.** Funds will be disbursed no later than the end of the Second Quarter— June 30, 2025.

Thank you and we look forward to supporting your events next year!

Lauren Vladyka and Courtney Freyhauf

Community Outreach Team

Sponsorships@nopec.org

440-772-0429



All information in this communication, including its attachments, is strictly confidential and intended solely for the delivery to and authorized use by the addressee(s) identified above, and may contain privileged, confidential, proprietary and/or trade secret information entitled to protection and/or exemption from disclosure under applicable law. If you are not the intended recipient, please take notice that any use, distribution, or copying of this communication or any information contained herein, and/or any action taken or omitted to be taken in reliance upon it, is unauthorized and may be unlawful. If you have received this Communication in error, please notify the sender and delete this communication from your computer.

CAUTION: EXTERNAL SENDER Do not click any links, open any attachments, or **REPLY** to the message unless you trust the sender and know the content is safe.

ORDINANCE NO. 2025-018

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT AWARD IN THE AMOUNT OF \$50,733.00 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and has been awarded a NOPEC Energized Community Grant Award in the amount of \$50,733.00; and

WHEREAS, the City would like to use the funds in utilizing to hire a consultant to work with the Community Development Department on the various aspects of locating, financing and administering a solar array in the community.

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

SECTION 1. That Kent City Council hereby authorizes the City Manager, or his designee, to accept the NOPEC Energized Community Grant Award in the amount of \$50,733.00.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 10, 2025

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *BSD*

RE: NOPEC Energized Community Grant

The City of Kent has received notification from NOPEC that it has been awarded \$50,733 in NOPEC Energized Community (NEC) grant funding assistance for 2025. The NEC grant is provided annually to all NOPEC communities.

The 2025 funding will be utilized to hire a consultant to work with the Community Development Department on the various aspects of locating, financing and administering a solar array in the community.

I am respectfully requesting that the acceptance of the NEC grant be added as an unauthorized item for the March 19, 2025 Council meeting. If you need any additional information in order to add this to the agenda, please let me know.

Thank you.

Cc: Hope Jones, Law Director
Kathy Coleman, Clerk of Council



**No one does more
to lower your utility bills.SM**

DR. WILLIAM KOONS
Chairman

CHUCK KEIPER
Executive Director

BOARD OF DIRECTORS

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Southwest Ohio

NICK MOLNAR
Summit County

DOUG FRANKLIN
Trumbull County

January 8, 2025

Jerry Fiala
Mayor
Kent
215 East Summit Street
Kent, OH 44240

Dear Mayor Fiala:

Congratulations! Kent has been awarded a NOPEC Energized Community (NEC) grant of \$50733 for 2025. NOPEC* and our supply partner NextEra Energy value your community's membership and are awarding this grant to help your community to continue your energy efficiency projects to achieve future savings on your utility bills. Please accept your 2025 NEC Grant award by completing your community profile by June 30, 2025.

Please note important disbursement-related dates below:

2025 NEC Grant –Important Dates			
Year	Amount	Available for Disbursement	Deadline to Disburse
2023 Balance	\$54794	Available Now	November 30, 2025
2024 Balance	\$48800	Available Now	November 30, 2026
2025 Award	\$50733	Available when 2025 Profile is approved	November 30, 2027

Later this month, you'll receive an e-mail with detailed instructions on how to access your community's grant information. NOPEC's Community Investment Manager, Jessica Renner, is available by email at grants@nopecinc.org or by phone at 440-249-7072.

We look forward to working with you!

Sincerely,

Chuck Keiper
Executive Director

*The NEC grant program is funded and administered by NOPEC, Inc., under agreement with Northeast Ohio Public Energy Council (NOPEC).

NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



Ideas for 2025 Grant Projects

Grants can be used for **government, residential, and commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances

Secure Your Grant Dollars

Step 1: Submit Profile at nopecgrants.org — Due by June 30th, 2025

- A. Accept funds by passing community legislation
- B. Complete grant agreement

Step 2: Draw Funds — Due by November 30th, 2027

- A. Submit disbursement requests

Questions?

Contact Jessica Renner, Community Investment Manager, at grants@nopecinc.org

ORDINANCE NO. 2025 - 019

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH FRANKLIN TOWNSHIP FOR THE HUDSON ROAD PHASE V RESURFACING PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent currently wishes to resurface Hudson Road from McKinney Boulevard to Johnson Road; and

WHEREAS, Franklin Township has received funding from the Ohio Public Works Commission (OPWC) for this project in the amount of \$266,800. The total project cost is \$533,600; and

WHEREAS, the City of Kent and Franklin Township are required to fund 50% of the project of which Franklin Township will fund 83% and the City will fund 17% which will be under \$50,000 which is included in the 2025 Budget; and

WHEREAS, time is of the essence to continue progressing with this project in a timely fashion.

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

SECTION 1. That the City Manager, or his designee, be and hereby is authorized to enter into an agreement with Franklin Township for the Hudson Road Phase V resurfacing project.

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

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

PASSED: _____
Date Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *Job*

DATE: February 20, 2025

RE: Franklin Township - Hudson Road Improvements, Phase V (REVISED)

The Service Department is requesting City Council approval to enter into the attached cooperative agreement with Franklin Township to repair and resurface Hudson Road. The Township, which is leading the project, has received funding from the Ohio Public Works Commission for the project. The Grant will pay 50% of the project costs up to \$266,800. The project was originally approved by City Council and the Township in 2023. However, the prices came in significantly higher than the original estimate and the Township decided to pause the project while they revised the project's scope.

The revised project includes the repair and resurfacing of Hudson Road from McKinney Boulevard to Johnson Road. The total budgetary cost of the project is \$533,600 and we (Township and City) are required to fund 50%. The City's anticipated contribution is under \$50,000, which is included in the City's 2025 Budget. The project is planned to be started in 2025.

C: Melanie Baker
Hope Jones
Pat Homan
Sandy Lance

COOPERATIVE AGREEMENT

RESOLUTION 2025-02

FEBRUARY 11, 2025

EXHIBIT "A"

Franklin Township and the City of Kent enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Hudson Road Resurfacing Project.

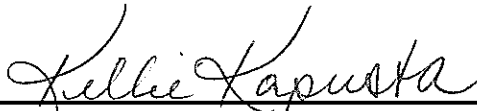
Franklin Township will provide funds equal to 33% percent of the local share to the grant max of the total project cost. Such funds will come from the Jedd Fund # 2901.

City of Kent will provide funds equal to 17% percent of the local share to the grant max of the total project cost. Such funds will come from Fund # 301.

City of Kent authorizes Franklin Township to serve as lead applicant and to sign all necessary documents.

Franklin Township agrees to pay its 33% of the local share cost to the grant max as invoices are due.

City of Kent agrees to pay its 17% of the local share cost to the grant max the cost as invoices sent from Franklin Township are due.



Kellie Kapusta, Chair, Franklin Township Trustees

City of Kent

**RESOLUTION 2025-02
EXHIBIT "B"**

**FY-25 Round 39
PUBLIC WORKS - DISTRICT 7 - PREAPPLICATION FORM**

SUBDIVISION: Franklin Township

COUNTY: Portage DATE: 02/11/2025 CONTACT: Kellie Kapusta

PHONE # (330) 673 - 2194 PROJECT NAME: Hudson Road Resurfacing Project

1.0 PROJECT FINANCIAL INFORMATION

Force Account

1.1 PROJECT ESTIMATED COSTS: (Round to Nearest \$100)

a.) Project Engineering Costs:		
1. Preliminary Engineering	\$ <u>00.00</u>	<u> </u>
2. Final Design	\$ <u>15,000.00</u>	<u> </u>
3. Other Engineer Services	\$ <u>00.00</u>	<u> </u>
Supervision	\$ <u>00.00</u>	
Miscellaneous	\$ <u>00.00</u>	
b.) Acquisition Expenses:		
1. Land	\$ <u>00.00</u>	
2. Right-of-Way	\$ <u>00.00</u>	
c.) Construction Costs:	\$ <u>471,400.00</u>	<u> </u>
d.) Equipment Purchased Directly:	\$ <u>00.00</u>	
e.) Other Direct Expenses:	\$ <u>00.00</u>	<u> </u>
f.) Contingencies:	\$ <u>47,200.00</u>	
g.) TOTAL ESTIMATED COSTS:	\$ <u>533,600.00</u>	

1.2 PROJECT FINANCIAL RESOURCES: (Round to Nearest \$100) %

a.) Local In-Kind Contributions	\$ <u>00.00</u>	<u> </u>
b.) Local Public Revenues	\$ <u>221,444.00</u>	<u>33%</u>
c.) Local Private Revenues	\$ <u>00.00</u>	<u> </u>
d.) Other Public Revenue - CITY OF KENT		
1. ODOT PID# <u> </u>	\$ <u>00.00</u>	<u> </u>
2. EPA/OWDA	\$ <u>00.00</u>	<u> </u>
3. OTHER - CITY OF KENT	\$ <u>45,356.00</u>	<u>17%</u>
SUB-TOTAL LOCAL RESOURCES:	\$ <u>266,800.00</u>	<u>50%</u>
e.) OPWC Funds		
1. Grant	\$ <u>266,800.00</u>	<u>50%</u>
2. Loan	\$ <u>00.00</u>	<u> </u>
3. Loan Assistance	\$ <u>00.00</u>	<u> </u>
SUB-TOTAL OPWC RESOURCES:	\$ <u>266,800.00</u>	<u>50%</u>
f.) TOTAL FINANCIAL RESOURCES:	\$ <u>533,600.00</u>	<u>100%</u>

RESOLUTION 2025-02
EXHIBIT "B"

1.3 LOAN, CREDIT ENHANCEMENT, MINORITY BUSINESS ENTERPRISE WILLINGNESS

Is your Subdivision willing to accept a loan? No

Maximum Loan Amount Acceptable? \$ N/A

Is your Subdivision willing to accept Credit Enhancement? N/A

Set-aside Construction \$ N/A

1.4 Flood Plain

Is your project in a flood plain? Yes No Unknown X

2.0 USEFUL LIFE/COST ESTIMATE: Project Useful Life: 15 Years.

Useful Life cannot be a Range (Calculate a Weighted Life Based on Estimated Component Costs)

3.0 REPAIR/REPLACEMENT or NEW/EXPANSION:

TOTAL PORTION OF PROJECT REPAIR/REPLACEMENT \$ 533,600.00 100 %

State Funds Requested for Repair and Replacement \$ %

TOTAL PORTION OF PROJECT NEW/EXPANSION \$ 0 %

State Funds Requested for New and Expansion \$ %

4.0 BRIEF PROJECT DESCRIPTION - (Sections a through d):

a) SPECIFIC LOCATION:

The project is located in Franklin Township and the City of Kent within Portage County, Ohio. Work will take place on Hudson Road from .47 Miles North of Johnson to McKinney Road. This is an approximately 0.88-mile-long section

b) PROJECT COMPONENTS:

The scope of the project consists of resurfacing the roadway. Full and partial depth repairs will be made before a leveling course of asphalt and surface course are applied. Berm will have compacted aggregate. Finally, center and edge lines will be painted school zone warning.

c) PHYSICAL DIMENSIONS/CHARACTERISTICS:

The lane width is 11' for a total of 22 feet. The length is approximately 4,680 feet. We will use 1150 gallons of 407 tack coat for leveling and 955 gallons of 407 tack coat for the surface course. We will use 15 cubic yards of #411 crushed aggregate for stabilizing. We need 445 cubic yards of type 1 #448 asphalt for surface and 480 cubic yards of type 2 #448 asphalt for leveling. Then we will use 145 cubic yards of aggregate for berming.

d) DESIGN SERVICE CAPACITY:

**RESOLUTION 2025-02
EXHIBIT "B"**

5.0 PROJECT SCHEDULE: (OPWC Project Award Date - July 1, 2025)

		BEGIN DATE	END DATE
5.1	Engineering/Design:	<u>03</u> / <u>14</u> / <u>25</u>	<u>03</u> / <u>28</u> / <u>25</u>
5.2	Bid Advertisement:	<u>05</u> / <u>26</u> / <u>25</u>	<u>07</u> / <u>11</u> / <u>25</u>
5.3	Construction	<u>07</u> / <u>31</u> / <u>25</u>	<u>9</u> / <u>05</u> / <u>26</u>

6.0 APPLICANT INFORMATION:

6.1 CHIEF EXECUTIVE

OFFICER: Kellie Kapusta

PHONE: (330) 673 - 2194 **FAX:** (330) 673 - 6765

6.2 PROJECT MANAGER

TITLE Jenny August

PHONE: (330) 673 - 2194 **FAX:** (330) 673 - 6765

7.0 REASONS WHY THIS PROJECT DESERVES OPWC FUNDING:

(Provide information to support the Project Priority Rating Criteria Form)

ORDINANCE NO. 2025 – 020

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A JOINT PLANNING STUDY AGREEMENT WITH THE CITY OF KENT PARKS & RECREATION DEPARTMENT, KENT SERVICE DEPARTMENT AND THE DAVEY TREE EXPERT COMPANY TO INTEGRATE THE CITY'S ARBORETUM AND THE NEW DAVEY TREE ARBORETUM, AND DECLARING AN EMERGENCY.

WHEREAS, City of Kent owns and operates The John Davey Arboretum located at 1499 North Mantua Street; and

WHEREAS, Davey Tree Expert Company is constructing an arboretum on the Davey Science, Employee Education and Development (SEED) Campus that is adjacent to The John Davey Arboretum; and

WHEREAS, the City and Davey would like to study the possibilities of having these two public arboretums adjacent to each other with the City's share of the study not to exceed \$10,000.

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

SECTION 1. That Kent City Council does hereby authorize the City Manager, or his designee, to enter into a Joint Planning Study with the Parks & Recreation Department, Service Department and the Davey Tree Expert Company to integrate the City's arboretum and the new Davey Tree arboretum and is and is more fully described in Exhibit "A" attached hereto and incorporated herein.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL

DRAFT

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling
Angela Manley

DATE: February 26, 2025

RE: John Davey Arboretum – Joint Planning Agreement

The Service and Parks and Recreation Departments are requesting City Council's consideration and approval of the attached John Davey Arboretum Joint Planning Agreement. During the progress of the North Mantua Street Improvements and the Davey Tree SEED Campus development an opportunity has become apparent. The Davey Tree SEED campus includes a **public arboretum** that will be located adjacent to the existing John Davey Arboretum owned and maintained by the City/City Parks and Recreation Department. In addition, the North Mantua Project will be constructing a walkway that will connect both properties. This walkway does not need to be, nor do we want the walkway to be located adjacent to North Mantua Street.

Therefore, we would like to investigate the possibilities created by the connections of the two arboretums. The attached agreement with Davey Tree sets the framework for the City and Davey Tree to study the possibilities created by having these two public arboretums being adjacent to each other. The agreement includes the City and Davey Tree equally splitting the costs of a joint planning study. The City's financial commitment would be \$10,000 and would need to be included in a future appropriations request.

We thank you for your consideration of this request.

C: Melanie Baker
Sam Tuttle
Rhonda Hall

THE JOHN DAVEY ARBORETUM

**CITY OF KENT
AND
THE DAVEY TREE EXPERT COMPANY**

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

This Agreement, dated _____ 2025, is an agreement made and entered into between The Davey Tree Expert Company (“Davey”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the “City”).

WITNESSETH:

WHEREAS, Kent owns and operates The John Davey Arboretum (JDA) at 1499 North Mantua Street and desires to see the facility be more utilized; and

WHEREAS, Davey is constructing an arboretum on the Davey Science, Employee Education and Development (SEED) Campus that is adjacent to The John Davey Arboretum; and

WHEREAS, Davey desires to seek Level IV accreditation from the Interactive Community of Arboreta for their constructed arboretum. This accreditation is only held by 45 arboreta worldwide; and

WHEREAS, to achieve the Level IV accreditation, Davey’s arboretum will require public access and educational/research components among other criteria; and

WHEREAS, Davey and the City wish the Davey arboretum and the JDA to become a destination place for visitors; and

WHEREAS, both the City and Davey to desire investigate the possibilities created by having the Davey Arboretum and the JDA adjacent to each other.

THEREFORE, The City and Davey commit to collaborate and partner to complete a conceptual study investigating the possibilities created by the two arboreta being located adjacent to each other. In the effort to complete this study the City and Davey agree to the following:

Davey:

- Take the lead role in completing the conceptual study. The study will be conducted with the Parks and Recreation Board’s (“Board”) input and presented to the “Board” upon completion.
- Jointly with the City, hire a consultant to assist in the planning process.
- Davey shall fund 50% of the planning consultant’s services, up to \$10,000.

- Pursue outside funding for the completion of the project.

City:

- Assist Davey in the completion of the conceptual study, including facilitating the Board's input and presenting the results to the Board upon completion of the study.
- Jointly with Davey, hire a consultant to assist in the planning process.
- The City shall fund 50% of the planning consultant's services, up to \$10,000.
- Pursue outside funding for the completion of the project.

Schedule:

The City and Davey will diligently pursue hiring the consultant and thereafter completion of the planning process in an effort to complete process by December, 2025. This date can be adjusted by the mutual agreement of both parties. In addition, both parties will continually pursue outside funding sources until the project is completed or abandoned by both parties.

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 and Accepted by:

Chair, Parks & Recreation Board

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 TEN THOUSAND Dollars (\$10,000) 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

THE DAVEY TREE EXPERT COMPANY

Approved and Accepted by:

Name:

Title:

Date: _____

Witness: _____

ORDINANCE NO. 2025 - 021

AN ORDINANCE AUTHORIZING THE CITY OF KENT SERVICE DEPARTMENT TO APPLY FOR GRANT FUNDS IN THE AMOUNT OF \$196,000, AND TO ACCEPT THE GRANT, IF AWARDED, WITH CORRESPONDING APPROPRIATION OF FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Service Department would like to apply for a grant from the Ohio Department of Natural Resources (ODNR) in the amount of \$196,000 to help fund the design of the Portage Bike & Hike Trail segment along Summit Street that connects to the Mill Race segment at Tannery Park; and

WHEREAS, the City wishes to apply and accept said grant.

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

SECTION 1. That Kent City Council approves submission of the application for the grant funds in the amount of \$196,000, execution of the subsequent agreement, and authorized that the Administration provide all information, funds, and documentation required in said applications for submission.

SECTION 2. That Kent City Council hereby approves the City's acceptance of the grant, if awarded to the City, with corresponding appropriations for its use.

SECTION 3. That the Kent City Council hereby understands and agrees that participation in the program will require compliance with program guidelines and assurances.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *JB*

DATE: February 14, 2025

RE: Portage Bike & Hike Trail – ODNR Grant Agreement

The Service Department is requesting council approval to enter into the attached grant agreement with the Ohio Department of Natural Resources (ODNR). The grant agreement is for \$196,000 to help fund the design of the Portage Bike & Hike Trail segment along Summit Street that connects to the Mill Race Segment at Tannery Park. This trail connection is part of our joint project with Portage County that includes the repair/widening of the Summit/Stow Street bridge. A figure showing the project boundary is included at the end of the attached agreement.

C: Melanie Baker
Angela Manley
Hope Jones
Sandy Lance

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 2, 135th General Assembly of the State of Ohio and the City of Kent, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: James Bowling City Engineer City of Kent 930 Overholt Road Kent, OH 44240 Jim.Bowling@KentOhio.gov
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Portage Bike and Hike Trail - Mill Race Segment', (hereinafter referred to as the "Project"). Furthermore, \$4,000.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **PORT-006C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the

“Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 2 of the 135th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee One Hundred Ninety-Six Thousand Dollars (\$196,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Four Thousand Dollars (\$4,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed One Hundred Ninety-Six Thousand Dollars (\$196,000.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for ‘Portage Bike and Hike Trail - Mill Race Segment’, a project to complete design and engineering work for an extension to the Portage Bike and Hike Trail in Kent, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2026.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other interests identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and it shall not cause there to be,

any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
7. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
8. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

9. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 2, 135th General Assembly.
10. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
11. **Insurance.**
- a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
 - b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
12. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer

shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
14. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
15. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
16. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
17. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
18. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
19. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.

20. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
21. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
22. **ODNR Right to Terminate.**
- a. Breach; Notice. ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
 - b. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
23. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

24. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. No Agency. Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery**. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant**. Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions**. Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification**. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation**. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio,

or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF KENT

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form

City of Kent Law Director

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **PORT-006C**

I, _____, acting as attorney for the
Name and Title of Attorney
_____("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park, Recreation, or Conservation Project Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☐ has ☐ has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

EXHIBIT C
TITLE ENCUMBRANCES

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of City of Kent (“Grantee”), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

Signature of Authorized Representative

Title

Printed Name

Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of City of Kent (“Grantee”), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.

1	
2	
3	
4	
5	

Signature of Authorized Representative

Title

Printed Name

Date

SECTION ONE

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 2-13 comprise the 'Project Information Package. Please complete all forms on pages 2-13 and send with all other requested materials on pages 2-13 (only) to the address below. This is the first step in the Project coordination process.

Teresa Goodridge
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693
614-265-6396



BASIC INFORMATION

Awarded Project Sponsor: City of Kent

Project Sponsor's Address: 930 Overholt Road
Street Address 1
Street Address 2
Kent, Ohio 44240
City, State ZIP

Tax Identification Number: 34-6001563

Contact Person: James Bowling City Engineer
Name Title

Email Address: Jim.Bowling@KentOhio.gov

Phone Number: 330-678-8106

Brief Description of Project:

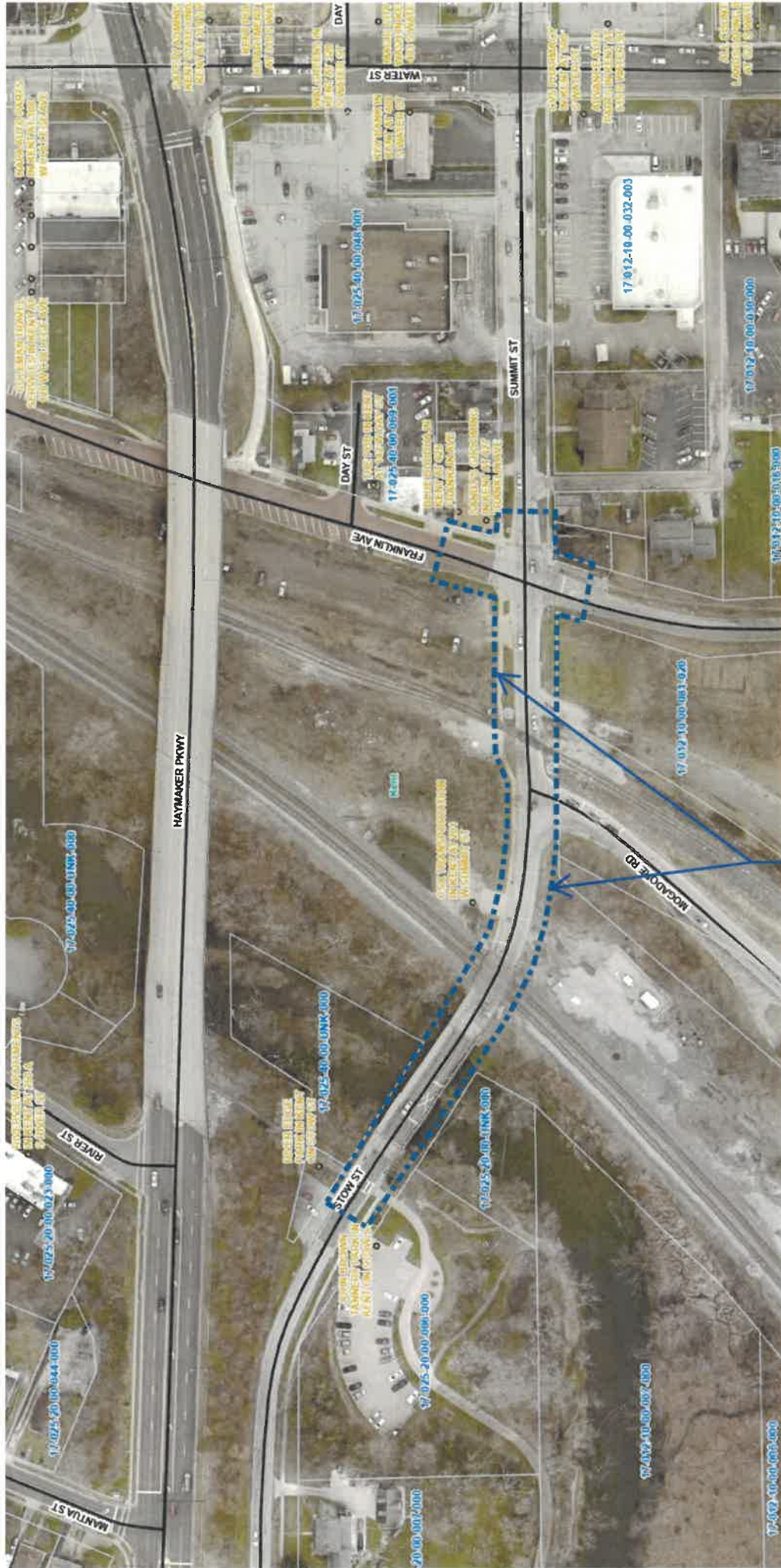
PORTAGE HIKE & BIKE TRAIL - SUMMIT STREET SEGMENT

This Summit Street Segment provides a cost-effective connection to the Mill Race Segment and maintains vital connectivity and route continuity along the Portage Bike and Hike Trail.

The project will construct a segment of the Portage Bike and Hike Trail through the City of Kent. The project will construct a path along Summit Street from the John Brown Tannery Park to the intersection of Franklin Avenue. This segment is also a portion of State Bike Route (SBR) 70. The project also includes high-visibility cross walks at the intersection of Franklin and Summit Streets. The project is complicated by a bridge over the Cuyahoga River (SFN 6737498) and two at grade railroad crossings in the project area. The project would replace the bridge superstructure to accommodate a minimum 8 foot sidepath on the bridge. The new sidepath is made possible by widening the bridge and reducing the existing lane widths on the bridge.

The project is a collaboration with the Portage County Engineers Office and Capital funds are planned for the design phase of the project only.

Project Sponsor = CITY OF KENT



Project Boundary Limits

Project Sponsor Official:
James Bowling, PE
City Engineer

ORDINANCE NO. 2025 - 022

AN ORDINANCE ENACTING SECTION 351.041 TITLE “PROHIBITION OF MORE THAN THREE VEHICLES PER ADDRESS PARKED IN THE CITY’S RIGHT OF WAY” OF THE CODIFIED ORDINANCES OF THE CITY OF KENT, AND DECLARING AN EMERGENCY.

WHEREAS, many City neighborhood streets are older and narrow and were constructed many generations ago when households had only one or two vehicles; and,

WHEREAS, today many households have more vehicles than before and there exists a need in some areas to allow residents to share the right of way for the parking of vehicles that may not fit onto the residents’ property; and,

WHEREAS, in order for the right of way to be used fairly, Council desires to limit the number of vehicles registered to each address that can be parked within the City’s right of way.

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

SECTION 1. That Council does hereby enact Section 351.041 titled “Prohibition of More Than Three Vehicles Per Address Parked in The City’s Right Of Way” of the Codified Ordinances as written in the language per Exhibit “A”, attached hereto and made a part thereof.

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

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

PASSED: _____

Date

Jerry T. Fiala

Mayor and President of Council

EFFECTIVE: _____

Date

ATTEST: _____

Kathleen Coleman

Clerk of Council

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

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL

DRAFT

EXHIBIT A

351.041 PROHIBITION OF MORE THAN THREE VEHICLES PER ADDRESS PARKED IN THE CITY'S RIGHT OF WAY

(a) In Zoning Districts R-1, R-2 and R-3, no person shall allow more than three vehicles registered to their address to park or stand within the city's right of way at one time.

(b) As used in this section, "address" shall mean the mailing address, in order to account for multi-unit residences.

(c) "Right of Way" shall have the same meaning as in Section 301.32(b) of this Code.