



City of Kent
CHARTER REVIEW COMMISSION
319 S. Water Street, Kent, Ohio 44240
Tuesday, June 10, 2025
6:00pm

AGENDA - Amended

CALL TO ORDER

Roll call

APPROVAL OF MINUTES

May 27, 2025 minutes

COMMISSION DISCUSSION OF PROPOSALS - ARTICLES VIII-XII

8.07 Charter Review - Craig Berger, Hope Jones

9.02 General Laws to Apply - Craig Berger

PUBLIC DISCUSSION OF ARTICLES AND PROPOSALS

COMMISSION DELIBERATION OF PROPOSALS

NEW BUSINESS

OLD BUSINESS

Conflict of interest – Jason Gartland, Hope Jones

Union contract conflicts – Hope Jones

Duties of City Manager – Don Schjeldahl

ADJOURNMENT

City of Kent Charter Review Commission Meeting

319 S. Water St., Kent, Ohio 44240

May 27, 2025

MINUTES

Present: Jason Gartland; Tom Mahon; Dawn Albright; Barb Hipsman-Springer; Julie Hurd-Schmidt; Craig Berger; Jeff Roeger; Don Schjeldahl; Jasmine Jefferson;; Adam Stephens; Brian Bialik; Todd Milton; Emma Kelly

Absent: Darlene Rocco; Jen Mapes; Kai Carpenter

Also Present: Hope Jones, Law Director; Kathy Coleman, Clerk of Council; Jack Amrhein, Ward 2 Council/President Pro Tem; Jerry Fiala, Mayor and President of Council

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- At 6:01, the meeting was called to order by Adam.
 - Motion to approve minutes from 5/13/25 meeting was made by Jasmine; seconded by Todd and carried by unanimous voice vote.
 - Kathy advised that Pete Kenworthy had stepped down, so Emma Kelly would move into his position. Hope confirmed that there was no action from the commissioners necessary to implement the change.
 - The commissioners reviewed Articles V-VII. Discussion included:

Article V - Council and the Mayor

5.01 Number, Selection, Term

Language updated to remove “Editor’s Note” from the first paragraph; suggestion to update the language to reflect current time, rather than historical references.

Discussion about being realistic as to what should be taken to Council/voters.

Straw poll: Update language in 5.01 to incorporate the “editor’s note” content into the rest of the narrative. MAJORITY: YES

5.02 Qualification

Suggestion/discussion about updating the first sentence with “municipal,” i.e., “Council members shall be qualified electors of the City and shall hold no other elected or appointed **municipal** public office...”

Straw poll: Add the word “municipal” in first sentence. MAJORITY: NO

Suggestion/discussion about removing exemption for public school or college employees' ineligibility for service on Council or as Mayor due to possible conflicts of interest.

Straw poll: Remove "No other public official elected or appointed shall be eligible except those persons employed as public school or college employees or those persons employed as a subordinate to a public official either appointed or elected."
MAJORITY: NO

5.03 Removal

Suggestion/discussion about replacing "crime involving moral turpitude" with "felony" due to the perception of historical injustices associated with the words moral turpitude. Hope explained that "moral turpitude" does have a legal definition and it was read aloud from the ORC. A suggestion was made to include the phrase "as defined by the ORC" immediately after "moral turpitude."

Straw poll: Add the words "as defined by the Ohio Revised Code" immediately following the words "moral turpitude." **MAJORITY: YES**

5.09 Clerk of Council

Suggestion/discussion about removing residency requirement. Hope stated that state law already made residency requirements illegal, so all references to it in the Charter would be removed.

5.15 Recall Petition and Election

Suggestion/discussion about adding time frame to ineligibility for office after removal, and expanding the ineligibility to include all offices of the City.

Straw poll: Replace the last sentence with "An officer removed by recall shall not be eligible for appointment to the vacancy created by their own removal, nor shall they be eligible for appointment to any other vacant office of the City for a period of one year following the election in which they were recalled." **MAJORITY: YES**

Article IV – City Manager

6.03 Acting City Manager

Suggestion/discussion about removing the term "disability" from the narrative to reflect more modern sensibilities.

Straw poll: Replace the word "disability" with "inability to perform duties."
MAJORITY: YES

6.04 Powers and Duties of the City Manager

Don provided handouts regarding sustainable economies. Suggestion/discussion about future economic development of the City and the City Manager's role in that, and the need for an economic strategic plan. Don will send additional information (through Kathy) to commissioners for further review.

Article VII – Administrative Departments

7.03 (E) Director of Safety

Suggestion/discussion regarding the need for complaint forms about the Police Department to be available anonymously, in multiple formats, for those who fear reprisal. Further, it was suggested that the Directory of Safety present an annual report to Council of all the police department complaints and updates to open investigations. Hope pointed out that it would be inappropriate to report on open investigations, and stated that a report of all complaints may violate union contract rules. She will check into that. Kathy confirmed that an online complaint form was available and that there was an area in the foyer of City Hall where forms could be picked up by the public. Some felt that requiring the Safety Director to report only on the Police Department was inappropriate, but that an overall report could be helpful.

Straw poll: Add language to ensure neutral methods of submitting complaints and require an annual report from the Safety Director outlining complaints received for all departments they supervise, i.e., Police, Fire and Dispatch. MAJORITY: YES

Miscellaneous

Audience member Doug Fuller suggested the following:

- All administration departments should have a citizens' advisory committee when developing new projects
- Community Development should be included under the Administrative Departments of the Charter.
- The Architectural Review Board should approve any construction projects the City undertakes.
- City Boards and Commissions need to be educated on the specific laws, duties and ethics of making decisions for the public.

- Citizens should be informed about meetings of potential interest by signing up for a notification list
- The City should update the Master Plan every 10 years.

Don said he will come up with wording to incorporate into the Charter.

Motion to postpone discussion on Old Business – Conflict of Interest was made by Jason, seconded by Craig and carried by unanimous voice vote.

Motion to adjourn was made by Emma, seconded by Jason and carried by unanimous voice vote.

There being no further business, the meeting was adjourned at 8:07.

The next meeting will be held on June 10, 2025 at 6:00pm at City Hall.

2025 Charter Review Commission
Proposed Amendment to 8.07
Submitted by: Craig Berger

CURRENT LANGUAGE:

8.07 Charter Review

A Charter Review Commission of fifteen (15) members shall be appointed by Council in January, 1975 and each ten years thereafter to study, appraise and evaluate the operation of this Charter. The Commission shall recommend to Council amendments, if any, to said Charter, which they deem desirable or necessary.

The Council shall meet to consider all recommendations of the Commission, and after due deliberation and consideration thereof, the Council shall determine which amendments, if any, shall be submitted to the electorate for approval. (Amended 11-06-90.)

PROPOSED LANGUAGE:

8.07 Charter Review

At least every five (5) years, the Council shall appoint a Charter Review Commission to review the provisions of this Charter and make such recommendations to the Council for its amendment as the Commission may deem appropriate. The Commission shall consist of nine (9) electors of the Municipality, not holding any other elected or appointed office in the Municipality. At least two (2) members of the Commission shall be under the age of thirty (30) at the time of appointment. The Commission shall meet at least once a month and shall report its findings and recommendations to the Council within six (6) months after its first meeting.

Upon receiving the report, Council shall publish it and consider its recommendations; Council may submit any proposed amendments to the electors in accordance with the Constitution and laws of the State of Ohio. The Council shall appropriate sufficient funds to the Commission for staff help or costs related to copying, meeting space, or other related administrative expenses.



LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: The Charter Review Commission
Cc: Kathleen Coleman, Council Clerk
From: Hope L. Jones, Law Director
Date: April 21, 2025
Re: Proposed Amendment-Charter Review

Commission,

I proposed the following change to Article VIII, Section 8.07 (**bold in proposed language, strikethrough is current language**):

8.07 CHARTER REVIEW.

A Charter Review Commission of ~~fifteen (15)~~ **nine (9)** members shall be appointed by Council in January, 1975 and each ten years thereafter to study, appraise and evaluate the operation of this Charter. The Commission shall recommend to Council amendments, if any, to said Charter, which they deem desirable or necessary.

The Council shall meet to consider all recommendations of the Commission, and after due deliberation and consideration thereof, the Council shall determine which amendments, if any, shall be submitted to the electorate for approval. (Amended 11-6-90.)

Hope

Proposed Amendment (can either go in Law Director Section or the Charter Review Section)

Deletion of Obsolete Language, Rearrangement, Reprinting and Correction of Typographical Errors in the Charter

The Director of Law, with the approval of Council, may delete any Charter language that has become obsolete as a result of the passage of time, an amendment to the Charter or the preemption of State or Federal law. No such change shall be made that affects the substance or meaning of this Charter or any part thereof or amendment thereto. All deletions must be set forth in a Staff Note detailing the date of the deletion accompanied by a brief explanation. The location of the Staff Notes will be at the end of the Charter. Following any election at which an amendment to the Charter is adopted or at any time when obsolete language is deleted, the Director of Law with the approval of Council, may, prior to reprinting the Charter, make such changes therein, including the numbers, titles and arrangement of articles and sections hereto, as may be necessary or desirable to maintain or assure the logical and consistent ordering thereof, but no such change shall be made in such a way as to affect the substance or meaning of this Charter or any part thereof or amendment thereto. The Director of Law may correct typographical errors appearing in the Charter, but shall make no change that will affect the substance or meaning of this Charter or any part thereof or amendment thereto. (

2025 Charter Review Commission
Proposed Amendment to 9.02
Submitted by: Craig Berger

CURRENT LANGUAGE:

9.02 General Laws to Apply

Except as otherwise provided in this Charter, the general laws of the State of Ohio shall govern the procedure for the nomination and election of the elective officers of the City and the method of holding and conducting elections.

PROPOSED LANGUAGE:

9.02 Nonpartisan Elections

All elections for the office of Mayor and members of City Council shall be conducted on a nonpartisan basis. No political party designation or affiliation shall appear on any nominating petition or ballot for any City elective office.

A primary election shall be held when more than two persons have filed valid nominating petitions for the same office. In such case, all qualified candidates shall appear on a single, nonpartisan primary ballot. The names of the two candidates receiving the highest number of votes for each office in the primary election shall be certified to the general election ballot, regardless of political affiliation.

If two or fewer candidates qualify for an elective office, no primary election shall be held for that office, and the names of all qualified candidates shall appear on the general election ballot.

The procedures for the conduct of such nonpartisan elections, including filing deadlines, ballot preparation, and canvassing of results, shall be in accordance with the general laws of the State of Ohio, except as otherwise provided in this Charter.

SECTION 10.01 CONFLICT OF INTEREST.

Any member of Council or any other officer or employee of this Municipality who has a substantial financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the Municipality or in the sale of any land, material, supplies, or services to the Municipality or to a contractor supplying the Municipality shall make known that interest and shall refrain from voting upon or otherwise participating in his capacity as a municipal officer or employee in the making of such sale or in the making or performance of such contract. Any municipal officer or employee who willfully conceals such a substantial financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the Municipality shall render the contract or sale voidable by the Council or the Municipal Administrator.

No members of Council or any other elected or appointed officials of the Municipality of Waterville shall hold any other elected or appointed offices with the Municipality or be otherwise employed by the Municipality. Appointed office, as used in this section and in Sections 7.02, 7.03, 7.04 and 10.03 shall include positions on the Council, Planning Commission, Board of Zoning and Building Appeals, Civil Service Commission, and Charter Review Commission, but shall not include advisory or study committees that may be established from time to time by the Mayor, Council, or Administrator. (Amended 11-2-71; 11-3-87; 11-6-12; 11-7-17)

SECTION II-11. CONFLICT OF INTEREST.

No member of Council, nor the City Manager, nor any other officer or employee, of the Municipality shall be directly or indirectly interested in any contract, job, work, or service with or for the Municipality; nor in the profits or emoluments thereof; nor in the expenditure of any money on the part of the Municipality; and any contract with the Municipality in which any officer or employee is or becomes interested may be declared void by Council. Nor shall the Mayor or members of Council, or directors of departments during their terms of office, nor any other employee of the Municipality, during his employment by the Municipality, practice law or give legal advice or be associated with another in the practice of law in any matter or controversy in which the Municipality is or may become a party, except on behalf of the Municipality as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any such officer or employee found guilty thereof under the terms of this Charter or under the provisions of the general law, shall forthwith forfeit his office, and the office shall be filled in accordance with the provisions of this Charter as to vacancies.

No elected or appointed officer or employee of the City, for one year (1 yr.) after termination thereof, may himself be the representative of any person, firm or corporation to the City of Bedford on any subject matter where he acted in his official capacity during his term of office or employment. But Council, for good and just cause, may waive any violations of this section after hearing. Council may provide a procedure for complaints, hearings and penalties.

(11-2-71; 11-2-82)

SECTION 1. CONFLICT OF INTEREST.

S. Euclid

No member of City Council, or any officer, employee, or appointee, whether paid or unpaid, permanent or temporary, or any other person whatsoever, whose salary or compensation, if any, is paid, in whole or in part, from the City Treasury, shall:

(a) Be financially interested, directly or indirectly, in any contract or transaction in which the City is a party or which is made by any officer of the City in behalf of the City. Any such interest shall be grounds to void such contract, either by action of the Council, or by the determination of any tribunal having jurisdiction; or

(b) Act, directly or indirectly, as attorney, agent, broker, or employee or in any other capacity, in behalf of any private person, firm or corporation interested, directly or indirectly, in any manner whatsoever, in any contract, work or business, or the sale or acquisition of any property, the cost of which is payable from City funds; or

(c) Engage in the practice of law or to represent or to appear in behalf of an individual or individuals in any court in any matter or controversy in which the City of South Euclid is or may become a party, except on behalf of the City as an officer or employee, or give opinion evidence against the interests of the City in any litigation in which the City of South Euclid is a party; or

(d) Appear before any board or commission of the City of South Euclid as counsel, attorney or agent, except that the Mayor or a member of Council may appear in behalf of a constituent or constituents without compensation therefor, or in the performance of public obligations or official duties.

(Approved by voters 11-2-65.)

Section 64. Conflicts of Interest.

Bexley

No officer or employee of the City shall have any interest, direct or indirect, in any contract with or for the City, or be interested directly or indirectly in the sale to the City of any supplies, material, service or property, real or personal, except on behalf of the City as an officer or employee, and except when the City appropriates property for public purposes. Any violation of this section shall constitute malfeasance in office, and any such officer or employee shall thereby forfeit the office or employment.

(Amended Nov. 6, 1990)

Section 11.02 CONFLICTS OF INTEREST, ETHICS, CAMPAIGN FINANCING.

Wauseon.

The laws of Ohio pertaining to conflicts of interest, criminal misbehavior, ethics and financial disclosure by municipal officials and employees, and campaign financing and other election practices of candidates for municipal office shall apply under this Charter.

many Charters have language similiar to this

SECTION 11.06 CONFLICT OF INTEREST.

Waynesville

The laws of the State of Ohio relating to conflicts of interest and interests in contracts or expenditures on behalf of the Municipality by officials and employees of municipalities shall be applicable to officers and employees of the Municipality of Waynesville under this Charter.

many Charters refer back to State law.

This language appears in the Police agreements

parties agree to the following safety procedures:

- A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The parties agree that peace officers and municipal corrections officers are exempted from the State legislation, but a good faith effort will be made to meet reasonable compliance with normal guidelines.
- C. The parties agree that refusal to work provisions do not apply to peace officers and corrections officers for situations or conditions not incidental, or indigenous, to work normally performed by those bargaining unit employees.
- D. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- E. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- F. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement.
- G. The parties agree to develop a written Substance Abuse Policy within ninety days of the effective date of this agreement. Said policy will be consistent with Drug Free Workplace guidelines and other similar policies currently in effect in the City of Kent. Development of and agreement on this policy will be completed through the Labor Management Committee process.

ARTICLE 10 CIVILIAN COMPLAINTS

10.01 A complaint is a statement alleging improper action or failure to act by an employee, inferring a violation of laws, ordinances, or applicable Employer and/or Departmental Rules or Regulations. A request for a review of departmental policy or procedure, or review of an employee's professional judgment is not considered a complaint in the context of this procedure, unless such request is likely or intended to result in an entry in an employee's personnel file. Nor is any normal supervisory review or informal correction considered a complaint in the context of this procedure.

10.02 The Union agrees that the Police Department bears a responsibility to investigate reports or complaints pertaining to the operations of the Department. As such, the Union agrees that the examination of incidents that give rise to such complaints should be examined and actions taken which protect the reputation and good standing of both the employees, the police department, and the Employer. If a complaint of a non-criminal nature is based solely on the opinion or statements of the party(ies) complaining, it shall be in writing and signed by the complainant, unless the complaint can be substantiated by other evidence obtained through the normal processing or operation of the Police Department. Complaint(s) shall be handled by the Chief of Police or designated employee as soon as practical after the filing of a complaint.

10.03

A. If, in response to a complaint of a non-criminal nature, the Department conducts an informal hearing, the effected employee shall be entitled to representation by the Union.

B. If, in response to any complaint or investigation of a bargaining unit member's violation of law, departmental rule, departmental policy or procedure, use of force, or their supervisory role involving a departmental policy, procedure, or use of force, the Department places a bargaining unit member on administrative leave or is otherwise relieved of their duties, the bargaining unit member shall be paid their normal rate of pay with full benefits, throughout the investigation until any disciplinary action is taken or they are returned to normal duty.

10.04 Complaint(s) of a non-criminal nature shall not normally be held for more than thirty (30) days from the date of the filing of the Complaint, or by mutual agreement, until final disposition of the pending action is reached, depending upon the availability of witnesses or other appropriate evidence.

10.05 During the course of investigating a complaint, any truth detecting device such as a polygraph or computer voice stress analyzer, will only be administered with written consent of the bargaining unit member asked to submit to such test.

10.06 During the course of investigating a complaint, or during any departmental review of a use of force or vehicle pursuit, whether it be formal or informal, any member of this bargaining unit will have the right to review any video or audio files that capture any portion of the incident prior to any questioning.

10.07 Upon completion of an investigation, all complaints shall be clearly marked on the first page with the appropriate dispositions(s).

- A. Unsubstantiated - Cannot determine whether the incident occurred or not.
- B. Exonerated – The incident did occur, but the officer(s) actions were justified.
- C. Unfounded - The incident did not occur.
- D. Substantiated – The incident did occur, as stated by the complaining party.
- E. Withdrawn – When the complaining party wishes to withdraw the complaint before an investigation has been completed, provided that the investigating supervisor has not uncovered any violations of law or rules of the department.
- F. Adjudicated in Court – The matter to be determined by the judicial process.

10.08 If the Chief of Police finds that a complaint is substantiated (in part or whole) and disciplinary action will be taken, the effected employee shall be notified of such in writing. Said disciplinary action shall be taken in conformance with the disciplinary procedure of this Agreement. Only complaints that are substantiated (in part or whole), will be placed into an employee's personnel file after the completion of the disciplinary process of this agreement. All other complaints with other dispositions may not be used in any subsequent disciplinary procedures.

10.09 When a bargaining unit member is charged with, or under investigation for violations of the Kent Police Department Rules and Regulations or any violation of law, reasonable efforts, consistent with applicable law, shall be made to withhold the name of such bargaining unit member and the extent of the disciplinary action taken from any press release until such time as the bargaining unit member has been notified. In the case of a use of deadly force, the name of such bargaining unit member(s) involved shall be withheld for a reasonable amount of time, consistent with applicable law, until such bargaining unit member(s) make personal notification to their family.

10.10 The City of Kent and the Bargaining Unit agree that there are critical incidents that are unique to police work, directly involving trauma, stress, or violence, including but not limited to (a) experiencing the death or violent traumatic injury of a co-worker; (b) taking a life or causing serious injury in the line of duty; (c) experiencing the suicide of a co-worker; (d) surviving a major disaster, manmade catastrophe or terrorist event; (e) witnessing multiple fatalities; (f) participating in or supervising a pursuit that results in death or serious bodily harm; and (g) supervising negotiations or negotiating with a hostage-taking suspect. In these situations or a similar situation, a bargaining unit member shall not be required to make any statement concerning a departmental internal investigation, otherwise exempted by law, for a full two sleep cycles unless this provision is waived. The Kent Police Department may inquire to protect the safety of other department members and the public and preserve evidence, but such inquiries shall be limited to the essential basic facts and when feasible an OPBA representative shall be made available.

ARTICLE 11 PERSONNEL FILES

11.01 A personnel file is defined as that file maintained as the body of documents that is kept as an official record of a police division employee's employment history with the employer. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to the employee, and all legitimate requests for personnel file information or review will be to this file. No documents will be added to this file without a reference to and copy of the document to the employee who is the subject of said file. Every member shall be permitted to review his or her personnel file at any reasonable time upon request. Supervisors shall make an effort to provide review of anecdotal records and notes pertaining to an employee in timely response to requests for a conference for this purpose. Requests for file information from entities or individuals beyond the City will require notice to the employee by the employer.

11.02 If any member is involved in a dispute regarding which matters in his personnel file may be material, any Union representative shall also be granted access to such employee file at reasonable times where access is authorized in advance by the employee.

11.03 For the duration of this Agreement, and any extension thereof, if an employee upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum to the Chief of Police, or his designee, explaining the alleged inaccuracy. If, upon investigation, the Chief or his designee sustains the allegations, he shall do one of the following:

- a) The employee's memorandum shall be attached to the material in question and filed with it, and the Chief, or his designee, shall note thereon his concurrence; or,
- b) The Chief, or his designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

11.04 For the duration of this Agreement and any extension thereof, any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, the employee may submit to the Chief, or his designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Chief or his designee shall immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

11.05 The parties agree to strictly adhere to the requirements of the Ohio Privacy Act in regard to the disclosure of information from employees' personnel files.

11.06 Providing there has been no use of disciplinary issues for purposes of progressive discipline, reprimands shall be removed from an employee's personnel file upon written request of the employee. The following time frames will apply to guide removal of reprimands from a personnel file. Oral and written reprimands shall be removed from the file after one year. One or two day suspensions - two years. Suspensions of three days or greater - three years.

11.07 Any internal investigation of alleged employee misconduct and/or unsatisfactory performance shall be removed pursuant to the City's record retention schedule, which is three (3) years and no action pending.

ARTICLE 12 MEDICAL EXAMINATIONS

12.01 Medical examinations are intended to guard the health and safety of employees and as such, the Employer shall provide for one (1) complete medical examination per year for each member of the bargaining unit to determine the employee's fitness to perform the essential functions of his/her job (excluding standard medical examinations of a personal nature, or for on-going treatment of existing special conditions). The Employer shall incur the full cost of said examination to be performed at a hospital or clinic or other medical facility designated by the Employer, at the Employer's expense. As an alternative, the employee may have the required medical examination conducted by his/her personal physician, who shall provide a report to the Human Resources Director identifying the employee's ability to continue to perform the essential job function. If the employee chooses to have the exam conducted by his/her personal physician, the employee will be responsible for any payment above and beyond what is covered by the employer sponsored healthcare program related to the exam. The physician performing the examination shall complete the Employer's Fitness For Duty Report form, and upon receipt by the Chief of Police and/or Human Resources Director, the report shall be treated as a confidential medical record. If a special condition exists which is one that normally requires annual examination, the examination and treatment shall be undertaken by the employee independent of the employer's medical examination.

12.02 A. In the event that such medical examination discloses a condition which the examining physician determines will impair the employee's health in relation to job performance, the employee may return to the Employer's medical facility for the first level of follow-up examination, at the Employer's expense.

B. As an alternative, such employee may obtain a second opinion, at his own expense, of the findings of the initial physical examination.

C. If a disagreement exists between the employee's and the employer's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and the employer, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid equally by the employee and employer.

D. Additional treatment after the examination phase shall be undertaken with the employee's personal physician, and pursuant to the benefits provided through the employer's health care insurance benefits.

EXCERPT FROM DON SCHJELDAHL EMAIL OF 6/3/25

ARTICLE VI: CITY MANAGER

6.04: POWERS AND DUTIES OF THE CITY MANAGER

L) The City Manager will annually submit an Economic Development Strategic Plan to the Council and the public. The Plan will outline goals and objectives for achieving and maintaining a sustainable Kent economy. The yearly review will report on performance metrics and resource needs for strategy implementation.

Doug Fuller suggestions:

1. All Administration Departments including the Community Development Department must, when instituting major studies and /or changes to the City of Codes or Ordinances must have a citizens advisory committee of citizens who have an interest or expertise regarding the subject under review. It should be the goal to have at least 10 citizens on the committee. *(similar to what the City Engineering Department has of roads, bike and hike trails and like the Community Development Department had on the Community Sustainable Energy Plan)*
2. The Community Development Department should be placed under the Administrative Departments (Article VII) of this Charter Review Board. In the same way all other departments are part of the Administrative Departments.
3. Any construction project that the City of Kent undertakes must be reviewed and approved by the Architectural Review Board.
4. All City Boards and Commissions need to be educated on the specific laws, duties and ethics of making decisions for the public. At this time I know of no Boards or Commissions that receive specific training.
5. When City Boards and Commissions are dealing with subjects that the public has significant interest in, the City Administration must give citizens the right to be informed about upcoming meetings by signing up for a notification list.
6. The City Administration (using American Planning Association best practices) redo the cities Master Plan (or Comprehensive Plan) every 10 years. This is particularly important for cities that have undergone significant changes over the preceding years.