



City of Kent
Regular City Council Meeting
319 S. Water Street, Kent, Ohio 44240
Wednesday, January 21, 2026

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 – Mr. Turner

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 December 23, 2025 the Clerk's office received notice that there will not be a Planning Commission meeting on January 6, 2026, but there will be a meeting on January 20th. The agenda and staff report were received on January 13, 2026.
 - 3.2.2 On January 2, 2026, the minutes from the December Standing Rock Cemetery meeting were received, along with the agenda for the January meeting. These were posted online.
 - 3.2.3 On January 12, 2026, the Clerk's office received notice that there will be no Board of Zoning Appeals meeting on January 26th due to a lack of agenda items.
 - 3.2.4 On January 12, 2026, the Clerk's office received an email from Nichole Marxen, Property Manager at Kentwood Square Apartments, complimenting the Health Department on their professional and efficient inspection of the rental property, and complimenting the City on caring enough about their residents to conduct yearly rental property inspections. The email was shared with Council.

3.3 City Manager’s Report

4. VOTING ON WARD 2 COUNCIL APPOINTMENT

- 3.1 MOTION TO APPOINT _____
- 3.2 MOTION TO AUTHORIZE INSERTION OF NAMES INTO **DRAFT 2026-08**
- 3.3 **DRAFT 2026-08** AN ORDINANCE APPOINTING _____ TO THE POSITION OF WARD 2 COUNCIL PERSON OF THE CITY OF KENT AND DECLARING AN EMERGENCY.
- 3.4 SWEARING IN / OATH OF OFFICE

5. 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 December Regular Council Meeting minutes
- 4.2 Approval of January Council Committee Meeting minutes
- 4.3 Approval of January Special Meeting minutes
- 4.4 **DRAFT 2026-01** AN ORDINANCE APPROVING THE CITY OF KENT’S CYBERSECURITY POLICIES AS REQUIRED BY ORC §9.64 AND DECLARING AN EMERGENCY.
- 4.5 **DRAFT 2026-02** AN ORDINANCE AUTHORIZING THE CIVIL SERVICE COMMISSION TO CHANGE THE CIVIL SERVICE RULES AND REGULATIONS SPECIFICALLY RULE 5.08.1 AND DECLARING AN EMERGENCY.
- 4.6 **DRAFT 2026-03** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF KENT AND PORTAGE COUNTY TO CONTINUE THE STOW/SUMMIT STREET BRIDGE AND PEDESTRIAN IMPROVEMENT PROJECT AGREEMENT FOR DESIGN SERVICES AND DECLARING AN EMERGENCY.
- 4.7 **DRAFT 2026-04** AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENT AND KENT CITY SCHOOL DISTRICT TO PERFORM A JOINT STUDY OF PEDESTRIAN AND BIKE CONNECTIVITY THROUGH THE HIGH SCHOOL CAMPUS THAT WOULD INCLUDE THE LAKE ROCKWELL TRAIL EXTENSION PROJECT AND DECLARING AN EMERGENCY.

Any person who requires an auxiliary aid or service for effective communication or a modification of policies and procedures to participate in any City or City Council public meeting or event should contact the Clerk of Council at 330-678-8007. Any request for auxiliary aid or other accommodation should be made as soon as possible, but no later than forty-eight hours prior to the event.

- 4.8 **DRAFT 2026-05** AN ORDINANCE AMENDING SECTION 353.02 “PARKING REGULATION AUTHORIZATION” OF THE CODIFIED ORDINANCES OF THE CITY OF KENT TO CHANGE THE PERMISSABLE PARKING CONDITIONS ON EAST GRANT STREET AND DECLARING AN EMERGENCY.
- 4.9 **DRAFT 2026-06** AN ORDINANCE AMENDING ORDINANCE 2025-50 PASSED BY KENT CITY COUNCIL ON JUNE 18, 2025 TO INCLUDE FOLLOW-UP ITEMS FROM THE OHIO DEPARTMENT OF DEVELOPMENT AND DECLARING AN EMERGENCY.
- 4.10 **DRAFT 2026-09** 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.

6. STANDING COMMITTEES AND LEGISLATION

5.1 Committee of the Whole – Chair Amrhein/Vice-Chair Clapper

5.1.1 VOTING ON LOAN REVIEW BOARD APPOINTMENT

- 5.1.1.1 MOTION TO APPOINT DAVID KOVACS
- 5.1.1.2 MOTION TO AUTHORIZE INSERTION OF NAME INTO DRAFT 2026-07
- 5.1.1.3 **DRAFT 2026-07** A RESOLUTION APPOINTING DAVID KOVACS TO THE LOAN REVIEW BOARD AND DECLARING AN EMERGENCY

5.2 Community Development Committee – Chair Shaffer Bish/Vice-Chair Wallach

No business

5.3 Finance Committee – Chair Celko/Vice-Chair Tipton

No business

5.4 Health & Safety Committee – Chair Hook/Vice-Chair Clapper

No business

5.5 Land Use Committee – Chair Clapper/Vice-Chair Hook

No business

5.6 Streets, Sidewalks & Utilities Committee – Chair Wallach/Vice-Chair Tipton

No business

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. COUNCIL MEMBERS' COMMENTS

10. MAYOR'S REPORT

11. ADJOURN



City of Kent

Regular City Council Meeting

319 S. Water Street, Kent, Ohio 44240

December 17, 2025

MINUTES

At 7:00pm, Mayor Jack Amrhein called the Regular City Council meeting to order.

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

Also Present: Ms. Kathy Coleman, Clerk of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Melanie Baker, Services Director; Ms. Bridget Susel; Community Development Director; Dominique Bollenbacher, Community Outreach Coordinator; Joan Seidel, Health Commissioner; Jamie Samels, Fire Chief; Jim Bowling, City Engineer

OPENING REMARKS AND PLEDGE OF ALLEGIANCE

- Mr. Sidoti offered opening remarks expressing holiday wishes and urging consideration for less fortunate community members. He reflected on the year's productivity for citizens and hopes everyone has enjoyed the new facility. He then led Council in the Pledge of Allegiance.
- Mr. Ruller offered clarification on the proposed updates to the 35-year-old sustainability ordinance. He acknowledged the frustrations caused by legal language and aimed to clarify the intent behind the proposed changes. He explained that the updates do not intend to repeal the ordinance but to provide more authority and clearer procedural guidelines for the Sustainability Commission. He emphasized the routine nature of such updates while expressing regret for any confusion that arose during the legislative process. He also mentioned the incorporation of Robert's Rules of Order to improve meeting management and highlight the objective of maintaining a well-represented and effective government. To address concerns, Ms. Jones proposed clarifying the commission's ongoing role in an ordinance, ensuring members that the city remains committed to its goals. Mr. Ruller reassured commission members that amendments to the commission's structure are possible in the future, inviting open dialogue for any needed changes.

COMMUNICATIONS

Public Comment:

- ***Mr. Martin Gilliland*** of Whitewood Drive addressed Council with concerns about the Kent Police Department, which he described as having declined from being a premier department to facing significant staffing shortages, with eight officer positions unfilled. He emphasized the importance of officer retention, morale, and adequate hiring practices, suggesting that the city should improve police salaries to attract new recruits. Additionally, he pointed out the drawbacks of officers working excessively long shifts, highlighting the risks involved in making critical decisions under fatigue. He commended the city manager's efforts in revitalizing the community and urged similar improvements for the police department to ensure the safety of residents, particularly children.
- ***Ms. Tracy Wallach*** of Starr Ave. addressed Council and stated that the bylaws from the Sustainability Commission presented to Council on December 3rd were only a draft and not yet reviewed or voted on by the full commission. She requested that Council table the vote on these bylaws until a completed version can be presented.
- ***Ms. Lorraine McCarty*** of Orchard Street and member of the Kent Environmental Council expressed concerns to Council regarding the revisions to the Sustainability Plan at a recent council meeting. She highlighted ambiguities in the draft presented on December 3rd, particularly regarding procedural elements and the postponement of discussions on proposals to regular meetings, which may delay environmental improvements. She mentioned ongoing negotiations about work sessions and the absence of the Sustainability Coordinator due to budget constraints, emphasizing the need for clearer written processes. She criticized the bypassing of the full commission's review, calling for a delay in the passage of the revisions until all details are clarified and the commission can fully approve them.
- ***Ms. Judy Nelson*** of Whetstone Avenue expressed her gratitude to Mr. Ruller for his clarification regarding the document amendment process that has been ongoing since September 2024. She recounted her involvement with an ad hoc committee, which met five times through October, ultimately deciding that the original document was outdated and needed a complete rewrite. Nelson indicated confusion regarding the status of the bylaws and the ordinance, emphasizing that the draft presented to Council was unfinished and had not undergone the necessary thorough review and approval process. She advocated for Council to allow the Sustainability Commission to complete their original task, highlighting the significant effort previously invested in creating meaningful documents. In conclusion, she asserted the unique role of their commission in influencing the city's climate action plan and requested that they be permitted to finalize their work.

- *Mr. Garrett Ferrara* of Pioneer Avenue expressed Christmas and holiday wishes, commended the appearance of the city hall and council chambers, and acknowledged the contributions of his colleagues in their final council meetings. He thanked them for their often-thankless work and humorously suggested that retirement may be enjoyable enough for others to consider as well.

Written Communication:

- On November 20, 2025, a notification of a new liquor license request was received from the Ohio Liquor Control Board. The application is for Kent Mart, Inc. at 1110 S. Water St. Chief Shearer has no objections.

MOTION TO RETURN NOTICE TO LCB WITH NO HEARING REQUESTED was made by Mr. DeLeone, seconded by Ms. Rosenberg, and carried by unanimous voice vote.

- On November 25, 2025 the Clerk’s office received notice that there will be no Planning Commission meetings in December.
- On November 26, 2025, the minutes from the Standing Rock Cemetery November regular meeting and the special meeting were received, along with the agenda for the December meeting. These were posted online.
- On December 5, 2025, the Clerk’s office received certificates of election results from the Board of Election. These are on file in the Clerk’s office.
- On December 5, 2025, the Clerk’s office received notification to November 2025 election candidates to file post-general campaign finance reports. This notice was shared with the three new at-large Council members.

CITY MANAGER’S REPORT

MOTION TO APPROVE ITEMS 1-5 OF THE CITY MANAGER’S REPORT was made by Mr. DeLeone, seconded by Mr. Clapper, and carried by unanimous voice vote.

CONSENT AGENDA

Ms. Shaffer Bish requested that DRAFT 2025-112 be removed from the consent agenda.

MOTION TO SUSPEND THREE READINGS OF DRAFTS 2025-100 through 2025-111, 2025-113 through 2025-118, and 2025-127 through 2025-128 was made by Mr. Hook, seconded by Mr. Clapper, and carried by unanimous roll call vote, 8-0-0.

MOTION TO APPROVE THE CONSENT AGENDA as amended was made by Mr. Hook, seconded by Mr. Sidoti and carried by unanimous roll call vote, 8-0-0.

- Approval of November Regular Council Meeting minutes
- Approval of December Council Committee Meeting minutes
- **DRAFT 2025-109 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.

- **DRAFT 2025-110** AN ORDINANCE APPROVING THE CURRENT REPLACEMENT PAGES TO THE CITY OF KENT CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.
- **DRAFT 2025-111** AN ORDINANCE APPROPRIATING 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, 2026, AND DECLARING AN EMERGENCY.
- **DRAFT 2025-113** 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 2025-114** AN ORDINANCE AUTHORIZING THE CITY MANAGER TO CONTRACT, ON BEHALF OF THE CITY OF KENT, WITH THE OFFICE OF THE PUBLIC DEFENDER, PORTAGE COUNTY, FOR THE PROVISION OF LEGAL COUNSEL TO INDIGENT PERSONS CHARGED WITH POTENTIAL PENALTY OF INCARCERATION FOR OFFENSES COMMITTED IN VIOLATION OF THE ORDINANCES OF SAID CITY FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.
- **DRAFT 2025-115** AN ORDINANCE AMENDING CHAPTER 901 OF THE CODIFIED ORDINANCES OF THE CITY OF KENT, ENTITLED "STREETS, CURBS AND DRIVEWAYS ", SO AS TO AMEND SECTION 901.03 ENTITLED "REPAIR AND REPLACEMENT STANDARDS" TO ALLOW FOR IMPROVEMENTS TO NEIGHBORHOOD STREETS CONSISTENT WITH TODAY'S STANDARDS AND DECLARED AN EMERGENCY.
- **DRAFT 2025-116** AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE A NEW PROGRAM FOR THE ROTARY CLUB OF KENT TO ALLOW FOR FLAGS TO BE INSTALLED IN ORDER TO PROMOTE COMMUNITY PRIDE AND PATRIOTISM.
- **DRAFT 2025-117** AN ORDINANCE AMENDING SECTION 915.72 OF THE KENT CODIFIED ORDINANCES, INCREASING THE SEWER RATES OF THE CITY OF KENT, OHIO BY THREE PERCENT (3%) BEGINNING WITH THE FIRST BILLING CYCLE IN JANUARY, 2026, AND DECLARING AN EMERGENCY.
- **DRAFT 2025-118** AN ORDINANCE AMENDING SECTION 913.05(d) OF THE KENT CODIFIED ORDINANCES, INCREASING THE WATER RATES OF THE CITY

OF KENT, OHIO BY THREE PERCENT (3%) BEGINNING WITH THE FIRST BILLING CYCLE IN JANUARY, 2026, AND DECLARING AN EMERGENCY.

- **DRAFT 2025-127** AN ORDINANCE AUTHORIZING AN AGREEMENT WITH PINGREE 2000 REAL ESTATE HOLDINGS, LLC AND CLERAC, LLC (aka ENTERPRISE HOLDINGS, LLC) PROVIDING FOR A REAL PROPERTY TAX EXEMPTION PURSUANT TO THE OHIO COMMUNITY REINVESTMENT AREA PROGRAM (CRA) TO PERFORM RENOVATIONS TO THE EXISTING BUILDING LOCATED AT 1225 WEST MAIN STREET, AND DECLARING AN EMERGENCY.
- **DRAFT 2025-128** AN ORDINANCE AMENDING ORDINANCE NO. 2025-54 THE POSITION ALLOCATION, THE GENERAL COMPENSATION PLAN AND AFSCME CONTRACT, AND DECLARING AN EMERGENCY.

Consent agenda passed.

STANDING COMMITTEES AND LEGISLATION

Committee of the Whole – Chair Amrhein

- *Voting.on.Board-Commission.Appointees*
 - **MOTION TO APPOINT Greg Seifert to the Board of Building Appeals** was made by Mr. Clapper, seconded by Mr. DeLeone, and carried by unanimous voice vote.
 - **MOTION TO APPOINT Louise Frederick and Lyndsay Nowak to the Board of Health** was made by Mr. Hook, seconded by Ms. Celko, and carried by unanimous voice vote.
 - **MOTION TO APPOINT Randall Smith to the Board of Zoning Appeals** was made by Mr. Sidoti, seconded by Mr. DeLeone, and carried by unanimous voice vote.
 - **MOTION TO APPOINT Susan Roxburgh and Jennifer Nichols to the Fair Housing Board** was made by Mr. Clapper, seconded by Mr. DeLeone, and carried by unanimous voice vote.
 - **MOTION TO APPOINT Denise Mote to the Income Tax Review Board** was made by Mr. Clapper, seconded by Mr. Sidoti, and carried by unanimous voice vote.
 - **MOTION TO APPOINT Kathleen Wiler to the Parks and Recreation Board** was made by Ms. Celko, seconded by Ms. Rosenberg, and carried by unanimous voice vote.
 - **MOTION TO APPOINT Jason Knowles and Tom Kiepura to the Shade Tree Commission** was made by Mr. Clapper, seconded by Mr. DeLeone, and carried by unanimous voice vote.
 - **MOTION TO APPOINT Lynn Gregor to the Sustainability Commission** was made by Mr. Clapper, seconded by Ms. Rosenberg, and carried by voice vote 7-0-1, with Mr. DeLeone abstaining.

- **MOTION TO AUTHORIZE INSERTION OF NAMES INTO DRAFTS 2025-119 through 2025-126** was made by Mr. DeLeone, seconded by Mr. Clapper and carried by unanimous voice vote.

CONSENT AGENDA

- **DRAFT 2025-119** AN ORDINANCE APPOINTING GREG SEIFERT TO THE BOARD OF BUILDING APPEALS AND DECLARING AN EMERGENCY.
- **DRAFT 2025-120** AN ORDINANCE APPOINTING LOUISE FREDERICK AND LYNSAY NOWAK TO THE BOARD OF HEALTH AND DECLARING AN EMERGENCY.
- **DRAFT 2025-121** AN ORDINANCE APPOINTING RANDALL SMITH TO THE BOARD OF ZONING APPEALS AND DECLARING AN EMERGENCY.
- **DRAFT 2025-122** AN ORDINANCE APPOINTING SUSAN ROXBURGH AND JENNIFER NICHOLS TO THE FAIR HOUSING BOARD AND DECLARING AN EMERGENCY.
- **DRAFT 2025-123** AN ORDINANCE APPOINTING DENISE MOTE TO THE INCOME TAX REVIEW BOARD AND DECLARING AN EMERGENCY.
- **DRAFT 2025-124** AN ORDINANCE APPOINTING KATHLEEN WILER TO THE PARKS AND RECREATION BOARD AND DECLARING AN EMERGENCY.
- **DRAFT 2025-125** AN ORDINANCE APPOINTING JASON KNOWLES AND TOM KIEPURA TO THE SHADE TREE COMMISSION AND DECLARING AN EMERGENCY.
- **DRAFT 2025-126** AN ORDINANCE APPOINTING LYNN GREGOR TO THE SUSTAINABILITY COMMISSION AND DECLARING AN EMERGENCY.

MOTION TO SUSPEND THREE READINGS OF DRAFTS 2025-119 through 2025-126 was made by Mr. Sidoti, seconded by Mr. Hook and carried by unanimous roll call vote.

MOTION TO ADOPT DRAFTS 2025-119 through 2025-126 was made by Mr. Clapper, seconded by Mr. Hook, and carried by unanimous roll call vote.

Drafts 2025-119 through 2025-126 passed.

- ***Discussion of DRAFT 2025-112 – Changes to Sustainability Commission Ordinances***
Discussion included the importance of collaboration among the sustainability commission, Council, and staff, emphasizing the need to work as a cohesive team. It was noted that proposed changes would address community concerns but also recognized that commission members feel a need for greater involvement in the bylaws' development. It was suggested that discussing the matter in committee could help advance the process, acknowledging the significant changes required.

MOTION TO TABLE THE VOTE AND RETURN THE ISSUE TO COMMITTEE was made by Ms. Shaffer Bish, seconded by Mr. Hook, and passed by voice vote.

Finance Committee – Chair DeLeone/Vice-Chair Celko

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

No action.

UNFINISHED BUSINESS

None.

NEW BUSINESS

New Council members Benjamin Tipton, Tracy Wallach, and Sarah Wesley were sworn in.

COUNCIL MEMBERS' COMMENTS

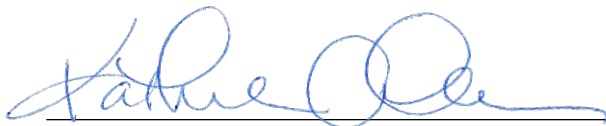
Ms. Celko thanked and recognized departing Council members DeLeone, Rosenberg, and Sidoti, and welcomed the incoming Council members.

MAYOR'S REPORT

Mayor Amrhein recognized departing council members DeLeone, Rosenberg, and Sidoti, who made significant contributions to Kent and thanked them on behalf of the administration and residents. Noting their lasting influence, he presented them with commemorative plaques. He extended warm holiday wishes to the community, emphasizing reflection, gratitude, and shared resilience in facing challenges, while looking forward to a hopeful future together.

ADJOURN

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



Kathleen Coleman
Clerk of Council

Jack Amrhein
Mayor and President of Council



City of Kent
City Council Committee Meeting
319 S. Water St., Kent Ohio 44240

January 7, 2026

MINUTES

CALL TO ORDER

Mayor Jack Amrhein called the Committee meeting to order at 7:00pm.

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

Also Present: Ms. Kathy Coleman, Clerk of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Melanie Baker; Service Director; Mr. Jamie Samels, Fire Chief; Joan Seidel, Health Commissioner; Mr. Nick Cecil, IT Director; Ms. Angela Manley; Parks & Recreation Director; Mr. Jim Bowling, City Engineer; Mr. Eric Helmstedter, Economic Development Director; Dominique Bollenbacher, Community Outreach Coordinator

COMMITTEES

Committee of the Whole – Chair Amrhein

Interview for Loan Review Board – David Kovacs

Mr. David Kovacs was interviewed for a position on the Loan Review Board. Mr. Kovacs works in the commercial lending department at 77 Credit Union and aims to help expand their services into the Kent market. The opportunity was suggested by the CEO, John Demler, and aligns with Mr. Kovacs’ experience in financial literacy volunteering. A clarification regarding the residency requirement for applicants was brought up, and Ms. Jones reported that an applicant’s residence can extend beyond the city as long as they are in relevant professions serving the market. The decision on the application is to be made at the upcoming council meeting.

Council Reorganization for 2026

New 2026 committee chairs and vice chairs were selected by Council as follows:

Community Development

Chair: Ms. Shaffer Bish nominated herself, Ms. Wallach seconded.
Passed by unanimous voice vote.

Vice Chair: Ms. Wallach nominated herself; Mr. Clapper seconded.
Passed by unanimous voice vote.

Finance Committee

Chair: Ms. Celko nominated herself; Mr. Clapper seconded.
Passed by unanimous voice vote.

Vice Chair: Mr. Tipton nominated himself; Mr. Hook seconded.
Passed by unanimous voice vote.

Health and Public Safety

Chair: Mr. Hook nominated himself; Ms. Shaffer Bish seconded.
Passed by unanimous voice vote.

Vice Chair: Mr. Clapper nominated himself; Ms. Celko seconded.
Passed by unanimous voice vote.

Land Use

Chair: Mr. Clapper nominated himself; Mr. Hook seconded.
Passed by unanimous voice vote.

Vice Chair: Mr. Hook nominated himself; Mr. Clapper seconded.
Passed by unanimous voice vote.

Streets, Sidewalks, and Utilities

Chair: Mr. Clapper nominated Ms. Wallach. Ms. Shaffer Bish seconded.
Passed by unanimous voice vote.

Vice Chair: Mr. Tipton nominated himself; Ms. Shaffer Bish seconded.
Passed by unanimous voice vote.

President Pro Tem: Mr. Hook nominated Mr. Clapper, Ms. Celko seconded.
Passed by voice vote 7-0-1, with Mr. Clapper abstaining

Board of Control: Ms. Celko nominated herself; Ms. Shaffer Bish seconded.
Passed by unanimous voice vote.

Ms. Celko nominated Mr. Tipton; seconded by Mr. Clapper.
Passed by unanimous voice vote.

Board of Health: Mr. Clapper nominated Mr. Hook; Ms. Shaffer Bish seconded.
Passed by unanimous voice vote.

Parks & Recreation: Ms. Celko nominated Ms. Wesley; seconded by Mr. Clapper.
Passed by unanimous voice vote.

Standing Rock Cemetery: Mr. Hook nominated Mr. Clapper; seconded by Ms. Celko.
Passed by unanimous voice vote.

Solid Waste: Mr. Clapper nominated Ms. Wallach; seconded by Ms. Celko.
Passed by unanimous voice vote.

It was noted that Standing Rules of Council will be reviewed at another time.

Staff Updates

Mr. Helmstedter provided Council with an overview of the economic development of the City for the last 6 months. He reported that in the last six months, the city has witnessed notable economic development with the opening of several new businesses, including NutHouse Grill and Pub, Main Street Memorabilia, Silver and Sense, Leaf Home and Blooms, GiGi's Restaurante and Market, For the Birds and More, Maddalena's, and a manufacturing enterprise by 365 Holdings. There have been some closures, including Madcap Brewery, Paninis, RA Aesthetics, and Family Dollar. Ongoing projects include expansions for Klaben and Enterprise Rent-A-Car, both of which have received Council approval for Community Redevelopment Area (CRA) agreements. New construction projects are emerging, such as a facility planned at the former Arby's on Route 59, and the upcoming openings of ThunderRuck Donuts and Shah Halal Foods. Additionally, the golf simulator concept, Teed Off Golf, will occupy the old Boost Mobile site, while Domino's has relocated across from the university. Blacktail Events is set to convert the Firefly Hookah Lounge into an event center, and a new restaurant concept, Speak Easy Barn, has been approved for the previous Bissler building. Several local businesses, including Pen Automation and Game Day Coffee, are now under new ownership with intentions for rebranding.

Mr. Bowling reported that a workshop has been organized following the next regular council meeting to gather input on infrastructural developments necessitated by sewer issues. The project will cover an area between the Cuyahoga River and Water Street, encompassing Fairchild Avenue, Crane, Lake, Summit and Stow Streets. The aim is to collect residents' "hopes, dreams, wishes, and crazy ideas" regarding the area before significant investments are made. Participants are encouraged to share their thoughts and contributions over the next two weeks. Additionally, a public meeting will be held on the 28th from 6:00 to 8:00 PM in the council chambers, welcoming further input from the community on the same agenda.

He also reported that, from April 10, 2025, the City's water system went 220 days without water line breaks, thanks to improved management by water plant operators. This has allowed staff to focus on other tasks, such as pothole repairs and street maintenance, without the distraction of water main breaks.

Ms. Baker discussed snow removal efforts and the challenges presented by early storms. She explained the division of roads into primary, collector, and residential categories, with a focus on the efficiency of crews during storms. Emphasis was placed on the importance of monitoring weather conditions to optimize response times. Additionally, she mentioned ongoing efforts to fill potholes and collect leaves, noting that equipment protection is a priority during colder weather. Overall, the team is committed to improving maintenance and addressing community concerns.

Main Street Kent » March for Art Project

Ms. Bollenbacher presented the upcoming "March for the Arts" event, a collaboration between local schools: Davy Elementary, Walls Elementary, Stanton Middle School Art Club, and Roosevelt High School. Art students will create pieces reflecting their interpretations of Kent and home, which will be displayed at 17 businesses throughout March. A kickoff reception for families will take place at City Hall on March 13 from 5:30 to 7:30 PM. Local artist Danny Lyar's work will also be unveiled in the atrium.

She also noted that a survey will be sent to council members and requested their completion so that a display with Council members can be added to the entryway of City Hall.

Adoption of Cybersecurity Plan

Mr. Cecil requested authorization of the state-mandated cybersecurity plan he presented to Council at the previous meeting.

MOTION TO AUTHORIZE CYBERSECURITY PLAN WITH THE EMERGENCY CLAUSE was made by Mr. Clapper; seconded by Ms. Celko, and carried by unanimous voice vote.

Civil Service Rules Update

Ms. Jones requested authorization of the changes to the Civil Service Rules and Regulations regarding the hiring of a police chief, which she had previously presented to Council.

MOTION TO AUTHORIZE CHANGES TO THE CIVIL SERVICE RULES AND REGULATIONS WITH THE EMERGENCY CLAUSE was made by Mr. Clapper, seconded by Ms. Celko, and carried by unanimous voice vote.

Community Development Committee-Chair Rosenberg/Vice-Chair Clapper

No report.

Finance Committee – Chair DeLeone/Vice-Chair Celko

No report.

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

No report.

Streets, Sidewalks, and Utilities Committee-Chair Sidoti/Vice-Chair Clapper

Stow/Summit Street Bridge and Pedestrian Improvements – Design Agreement with Portage County

Mr. Bowling reminded Council that in 2023, a collaborative project was initiated between the city and Portage County focusing on structural issues at the Summit and Stow Streets area near Tannery Park. He reported that the planning phase has been completed, and the city is now seeking approval for an agreement with the county to commence project design and seek additional funding. The overall project's estimated cost is \$450,000, with the city responsible for \$25,000, while the remainder will be covered by grants. The project includes the replacement of a bridge and the

addition of a shared-use path. Discussions emphasized pedestrian safety, potential changes to railroad crossings, and the county's responsibility for bridge maintenance. The project operates under a 50-50 cost-sharing agreement between the city and the county.

MOTION TO APPROVE THE CONTRACT WITH THE EMERGENCY CLAUSE was made by Ms. Shaffer Bish, seconded by Mr. Clapper, and carried by unanimous voice vote.

Kent Schools Campus Connectivity Agreement – Lake Rockwell Trail

Mr. Bowling presented to Council a collaborative project with Kent City School District focused on the Lake Rockwell Trail, which will traverse the middle and high school campus. The initial phase of the trail is planned to connect with State Route 43. Meetings revealed concerns regarding pedestrian connectivity on the campus, leading to the proposal of a shared use path to improve access among facilities. To proceed, a consultant is to be hired to develop layout concepts, with costs split equally between the project and the school district, totaling \$10,000.

MOTION TO APPROVE THE AGREEMENT WITH THE EMERGENCY CLAUSE was made by Mr. Clapper, seconded by Ms. Shaffer Bish and carried by unanimous voice vote.

East Grant Street – Proposed Parking Ordinance Change

Mr. Bowling reported that the City received a petition from 14 of the 16 properties on East Grant Street to extend the no-parking zone from 30 feet to 70 feet off State Rock 43, enhancing their ability to access Rt. 43. TES reviewed the request and has no objections, presenting it for council approval to amend section 353.02 of the code.

MOTION TO AMEND SECTION 353.02 WITH THE EMERGENCY CLAUSE was made by Ms. Celko, seconded by Mr. Clapper, and carried by unanimous voice vote.

ADJOURN

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



City of Kent Clerk of Council



City of Kent

Special City Council Meeting

319 S. Water Street, Kent, Ohio 44240

January 14, 2026

MINUTES

At 7:00pm, Mayor Jack Amrhein called the Special City Council meeting to order.

Present: Ms. Melissa Celko; Mr. Jeff Clapper; Mr. Chris Hook; Ms. Heidi Shaffer Bish; Mr. Benjamin Tipton; Ms. Tracy Wallach; Ms. Sarah Wesley

Also Present: Mr. Jack Amrhein, Mayor and President of Council; Ms. Kathy Coleman, Clerk of Council; Ms. Hope Jones, Law Director

MOTION TO EXCUSE MR. TURNER was made by Ms. Shaffer Bish, seconded by Mr. Hook and carried by unanimous voice vote.

INTERVIEWS FOR WARD 2 COUNCIL POSITION

Council interviewed Mr. Eric Dreger, Mr. Michael Lindow, and Mr. Christopher Clevenger for the position of Ward 2 Council person. Candidates were advised that the vote would take place, and the appointee sworn in, at the January 21, 2026 regular Council meeting and were encouraged to attend. If the selected candidate were unable to attend, the swearing in could take place at another time.

EXECUTIVE SESSION

At 8:04, Mr. Clapper made a motion to move into executive session to discuss the appointment of the Ward 2 Council position. The motion was seconded by Mr. Hook.

RETURN TO REGULAR SESSION AND ADJOURN

There being no further business, Mr. Clapper moved and Ms. Celko seconded the adjournment of the meeting at 9:03pm.

Kathleen Coleman
Clerk of Council

Jack Amrhein
Mayor and President of Council

ORDINANCE NO. 2026-01

AN ORDINANCE APPROVING THE CITY OF KENT'S CYBERSECURITY POLICIES AS REQUIRED BY ORC §9.64 AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code §9.64 requires political subdivisions to set and adopt standards safeguarding against cybersecurity threats and ransomware attacks.

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

SECTION 1. That Kent City Council does hereby approve the City of Kent's Cybersecurity Policies as required by ORC §9.64 and is more fully set forth in Exhibit "A", which will be kept in the Clerk of Council's file:

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. 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

Jack Armhein
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

EXHIBIT "A"

- A) BUSINESS CONTINUITY AND DISASTER RECOVERY POLICY**
- B) INFORMATION SECURITY POLICY**
- C) IT ASSET MANAGEMENT POLICY**
- D) SECURITY OPERATIONS POLICY**
- E) RISK MANAGEMENT POLICY**
- F) SECURITY AWARENESS AND TRAINING POLICY**

**(FULL COPIES OF THE POLICIES ARE KEPT
IN THE CLERK OF COUNCIL'S OFFICE)**

ORDINANCE NO. 2026 - 02

AN ORDINANCE AUTHORIZING THE CIVIL SERVICE COMMISSION TO CHANGE THE CIVIL SERVICE RULES AND REGULATIONS SPECIFICALLY RULE 5.08.1 AND DECLARING AN EMERGENCY.

WHEREAS, the Civil Service Commission would like to amend the Civil Service Rules and Regulations to allow for members outside of the Kent Police Department to apply for vacancy in the position of Police Chief; and

WHEREAS, the City Manager will hold interviews with the position of Police Chief candidates that pass the Civil Service test and that interview accounts for ten percent (10%) of the total exam score; and

WHEREAS, the Civil Service Commission voted in favor of the proposed changes on December 15, 2025.

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 Civil Service Commission to amend the Civil Service Rules and Regulations specifically Rule 5.08.1 regarding the position of the Police Chief and is more fully set forth 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

Jack Armhein
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)

DRAFT

EXHIBIT A

Amend Civil Service Rule 5.08.1

(**New language in bold**, ~~deleted in strikethrough.~~)

5.08.1 Promotion to Police Chief

In the event of a vacancy in the position of the Police Chief, the Civil Service Commission shall prepare the promotional examination. ~~as listed above in Section 5.08, above except~~ **In addition to the examination**, the City Manager will be given the opportunity to interview the candidates for Police Chief, and the interview will count as ten percent (10%) of the total examination score. **The Commission shall determine the type of test that will be given.** No credit will be given for seniority or efficiency.

In addition, for the Police Chief position only, candidates from outside the department shall be permitted to apply for the position.

ORDINANCE NO. 2026 - 03

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF KENT AND PORTAGE COUNTY TO CONTINUE THE STOW/SUMMIT STREET BRIDGE AND PEDESTRIAN IMPROVEMENT PROJECT AGREEMENT FOR DESIGN SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to continue to collaborate with Portage County on the project to replace the existing Stow Street Bridge over the Cuyahoga River and install active transportation improvements on Stow/Summit Street from Tannery Park to Franklin Street; and

WHEREAS, the agreement sets the framework for Portage County and the City to pursue funding for active transportation and bridge improvements on Stow/Summit Street; and

WHEREAS, the \$25,000 in funds required for this agreement is included in the 2026 annual budget.

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

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to execute the agreement between the City of Kent and Portage County for design services and to continue the Stow/Summit Street Bridge and Pedestrian Improvement Project and is fully set forth 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

Jack Armhein
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

DRAFT

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Kathy Coleman

FROM: Jim Bowling *JB*
DATE: December 18, 2025

RE: Stow/Summit Streets Bridge & Pedestrian Improvements - Design Agreement
The Service Department is requesting City Council's approval to execute the attached Stow/Summit Streets Bridge & Pedestrian Improvements Agreement for design services. The agreement sets the framework for Portage County and the City to continue collaborating on the project to replace the existing Stow Street Bridge over the Cuyahoga River and install active transportation improvements on Stow/Summit Street from Tannery Park to Franklin Street.

Kent and Portage County began collaborating on this project in 2023. Since that time the following has been accomplished:

- Conceptual studies have been completed to identify the scope of work and determine the budget necessary to complete the scope of work.
- **Obtained outside funding totaling \$2.4 million** to complete the project
- Programmed the project with the Ohio Department of Transportation

This agreement is anticipated to move the project through the design phase, including railroad coordination. One final agreement will be required to move the project through the construction phase.

The City funding required for this agreement is \$25,000 and is included in the 2026 annual budget.

We appreciate Council's consideration of this request.

C: Melanie Baker
Rhonda Hall
Brian Huff
Cathy Wilson
Mike Collins, Portage County Engineers Office

K:\Engineering\PROJECTS_BRIDGE_PLAN\Stow Street_Portage County\Financial\Interagency Agreement\Design Agreement\KCC_Design Agreement\KCC_Port Cty Agreement Memo_12_25.docx

STOW/SUMMIT BRIDGE & PEDESTRIAN IMPROVEMENTS

AGREEMENT

**PORTAGE COUNTY
AND THE CITY OF
KENT**

ALL PARTIES BEING IN THE STATE OF OHIO

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

WITNESSETH:

WHEREAS, the County and City desire to continue their joint efforts for the improvement of Stow/Summit Bridge & Pedestrian Improvements located from the existing sidewalk or paths on Stow Street at Tannery Park to the existing sidewalk or paths at the Summit Street/Franklin Avenue intersection; known as the Stow/Summit Bridge & Pedestrian Improvements (the "Project"), and;

WHEREAS, County and the City have previously shared resources to complete a Feasibility Study, and;

WHEREAS, the County has applied for and received Federal funding through the Akron Metropolitan Area Transportation Study’s (AMATS) Transportation Alternatives Set Aside (TASA) program and the County Engineers Association of Ohio (CEAO) Local BRidge (LBR) program, which will finance a majority of the design, construction, and construction inspection costs for this Project, and;

WHEREAS, the City has received State funding through the Ohio Department of Natural Resources (ODNR) for the design and construction of the Project, hereinafter referred to as the “ODNR Grant”, and;

WHEREAS, the City has agreed that the County will serve as the responsible lead agency to administer the Project, and;

WHEREAS, the County has entered into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;

WHEREAS, County and the City have agreed to use a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project; and,

WHEREAS, the design of the Project will include coordination with the CSX and ABC Railroads, thereby adding additional costs to the design of the Project.

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

Section 1. Incorporation of Recitals

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

Section 2. Design of the Project

- A. The County and City shall undertake the design of the Project in a workmanlike manner.
- B. The County hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.
- C. The City as a partner of the Project, shall be active in the development and review of the preliminary alternatives, the selection of the preferred alternative, review of the detailed design plans and attendance and participation at regular project meetings.
- D. The funding for the professional engineering services will be set to maximize grant funding received for the project. The costs for the design that are not covered by grant funding shall be split 50% County and 50% City.

- E. The budgeted costs for the design, including the grant funding available, is shown in Attachment A.
- F. The County will be invoiced and pay for the design services, and the City will reimburse the County its share of the costs, including the ODNR Grant Portion, when the County invoices the City.
- G. The City, as the recipient of the ODNR Grant, shall pay the County the portion of the costs to be reimbursed by the ODNR Grant. The City will then seek reimbursement from ODNR. The County and City shall meet the terms of the ODNR Grant Agreement included in Attachment B.
- H. The City gives permission to the County, its agents, employees, consultants and contractors to enter upon City of Kent lands for the purpose of surveying, utility investigations, subsurface investigations, traffic counting, environmental studies and any other work necessary to complete the preliminary and final design of the Project.
- I. The parties to this Agreement covenant that all design with respect to the Project is made in reliance on this Agreement.

Section 3. Construction of the Project

- A. The County and the City further agree to share the local, non-grant funded, costs for the construction of the Project, with the amount to be determined prior to completion of the design phase.
- B. This Agreement will be amended prior to construction to further detail the terms.

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

CITY OF KENT, OHIO

WITNESS:

Reviewed and Recommended by:

James S. Bowling, P.E.
Deputy Service Director/Superintendent
of Engineering

Date

WITNESS:

Melanie Baker
Director of Service

Date

WITNESS:

Approved and Accepted by:

Dave Ruller
City Manager

Date

Approved as to form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount TWO HUNDRED TWENTY ONE thousand dollars (\$221,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Funds free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

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

PORTAGE COUNTY BOARD OF COMMISSIONERS

Sabrina Christian-Bennett

Jill Crawford

Mike Tinlin -

Approved as to Form:

Approved:

Prosecuting Attorney
Portage County, Ohio

Larry D. Jenkins, Jr., PE PS
Portage County Engineer

ATTACHMENT A

Stow Street Bridge and Trail Improvements - Project Design Funding Plan

PID - 121755

Date: 8/29/2025

Funding Source	Grants		Local Match		Total	Comments
	PCEO Managed	City Managed	PCEOKeint			
Planning & Design Phase - \$450,000 Budget (Compass Infrastructure)						
AMATS - TASA	\$ 200,000	\$ -	\$ 25,000	\$ 25,000	\$ 250,000	Funding Received
State Discretionary (ODNR)	\$ -	\$ -	\$ -	\$ -	\$ 196,000	Funding Received (Environmental Phase)
Totals:	200,000	\$ 25,000	\$ 25,000	\$ 446,000	\$	
Environmental Phase - \$50,000 Budget (Clune Consulting)						
County Local Bridge	\$ 53,444.83	\$ -	\$ -	\$ -	\$ 53,444.83	Toll Revenue Credits covers local share
Totals:	53,445	\$ -	\$ -	\$ -	53,445	

ATTACHMENT B



**Department of
Natural Resources**
ohiodnr.gov

Mike DeWine, *Governor*
Jim Tressel, *Lt. Governor*
Mary Mertz, *Director*

Office of Real Estate
Tara Paciorek, Chief
2045 Morse Road, Building E2
Columbus, OH 43229-6693
(614) 265-6661

Dear Project Manager:

Enclosed, please find the executed grant agreement for your Community Recreation Project. If you submitted evidence of employee theft insurance with your Project Information Packet, you may now request one initial advance of funds, not to exceed one-third of the grant amount. (Evidence of this insurance is required for advances but not for reimbursements.) After an advance is issued, **all subsequent payments** are provided on a reimbursement basis. Please note that a request for an advance of funds is not required.

After the amount of the advance is met, reimbursements for properly documented expenditures will be made until the granted amount has been completely reimbursed.

For more grant process information, including how to request an advance or reimbursement, please see pages 24 through 35 of the Capital Improvements Guide for awarded H.B. 2 projects @ <https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/real-estate/capital-projects>

Please submit all requested materials for advance and reimbursement requests by email or mail to the ODNR Office of Real Estate:

Community Recreation Projects
ODNR, Office of Real Estate
2045 Morse Road – E2
Columbus, OH 43229
Teresa.goodridge@dnr.ohio.gov

Because of time constraints associated with the Tax-Exempt State Bonds, you are strongly encouraged to complete the Community Recreation Project by the end of the biennium, June 30th, 2026. If this is not possible, extensions may be granted upon written request.

If you have questions, please don't hesitate to contact me at (614) 265-6396. Good luck with your project.

Sincerely,

Teresa Goodridge
Program Manager
Ohio Department of Natural Resources
614-265-6396

**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:

<p>ODNR Contact:</p> <p>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</p>	<p>Grantee Contact:</p> <p>James Bowling City Engineer City of Kent 930 Overholt Road Kent, OH 44240 Jim.Bowling@KentOhio.gov</p>
--	---

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

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

"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 5/5/2025 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

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

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.

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219


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

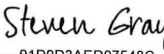
GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF KENT

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: 

Signed by:
By: 
91D9D3AED07548C...

Printed Name: Dave Ruller

Printed Name: Steven Gray

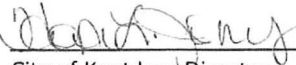
Title: City Manager

Title: Assistant Director, ODNR

Date: March 31, 2025

Date: May 6, 2025

Approved as to form


City of Kent Law Director

Capital Improvement Grant Agreement between
ODNR and City of Kent
Legal Contract ID # 2025-0219

ATTORNEY CERTIFICATION

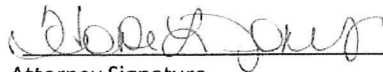
Community Park, Recreation, or Conservation Project Number: **PORT-006C**

I, Hope L. Jones, Law Director, acting as attorney for the
Name and Title of Attorney
City of Kent, Ohio ("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: Charter indicates
Law Director signs all contracts.

Attorney for Grantee:


Attorney Signature

Hope L. Jones
Attorney Printed Name

0044008
Attorney Registration No.

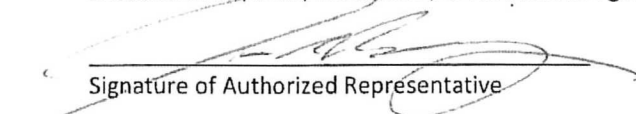
3:31-25
Date Signed

Attorney Address: 319 S. Water St.
Kent, Ohio 44240

**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

Deputy Service Director/Supervisor/ent
Title OF ENGINEERING

JAMES S. BOWLING, PE
Printed Name

3/28/25
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

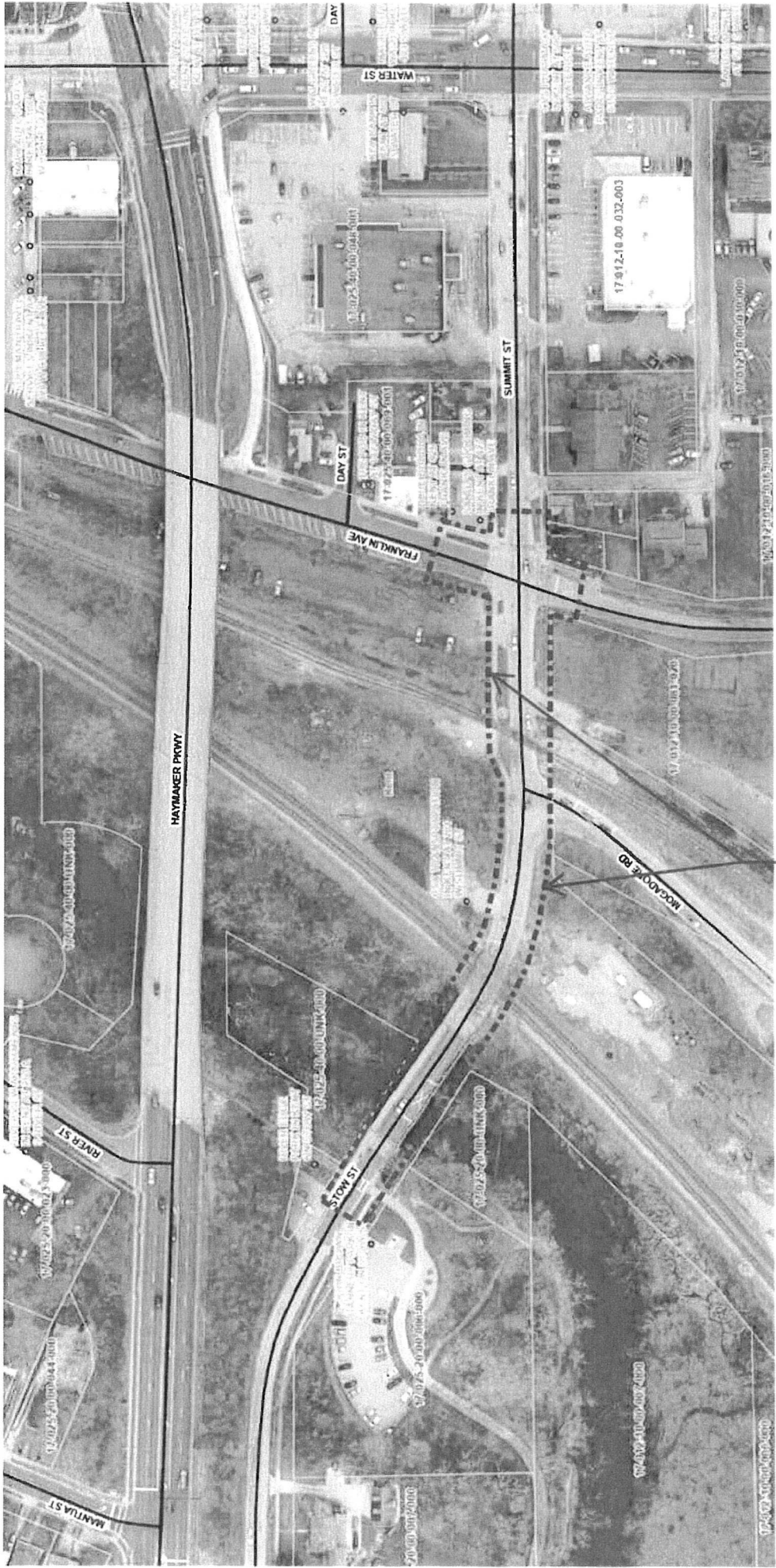
Title

Printed Name

Date

EXHIBIT B

BOUNDARY MAP
Project Title = PORTAGE HIKE & BIKE TRAIL - SUMMIT STREET SEGMENT
Project Sponsor = CITY OF KENT



Project Boundary Limits

Project Sponsor Official:
James Bowling, PE
City Engineer

PROJECT ACKNOWLEDGEMENT SIGN

Public acknowledgment of State funding assistance at project sites is required, showcasing the state-local partnership in creating and improving high quality recreation areas.

Your sign will be sent to you with your executed state-local contract.

The acknowledgement sign must be posted at the main entrance to the project site or other appropriate on-site location, such as on or near the funded park or conservation facility. Method of sign construction may be determined by the Project Sponsor. Signs must remain in place through the Compliance Period.



Office of Real Estate
Tara Paciorek, Chief
2045 Morse Rd-Bldg. E-2
Columbus, OH 43229-1386

INVOICE

April 7, 2025

To:

City of Kent
James Bowling
930 Overholt Road
Kent, OH 44240

Project Number: PORT-006C

SIGN DESCRIPTION	# ORDERED	AMOUNT	TOTAL
<u>CAPITAL</u>	<u>1</u>	\$0.00	\$0.00

TOTAL: **\$0.00**

Please remit upon receipt at the following address:

Payable to: Ohio Department of Natural Resources

Office of Real Estate
2045 Morse Road, E-2
Columbus OH 43229-6693
Attn: Teresa Goodridge
Phone No. 614-265-6396

For Department Use Only

Date Payment Received	
Received By	
Deposit to Fund	

ORDINANCE NO. 2026 - 004

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENT AND KENT CITY SCHOOL DISTRICT TO PERFORM A JOINT STUDY OF PEDESTRIAN AND BIKE CONNECTIVITY THROUGH THE HIGH SCHOOL CAMPUS THAT WOULD INCLUDE THE LAKE ROCKWELL TRAIL EXTENSION PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent and Kent City School District desire to improve pathways and connections around and within the Kent School Campuses of Stanton Middle School and Theodore Roosevelt High School; and

WHEREAS, both parties desire to hire a consultant to assist them in studying, planning and engineering services in development of the Connectivity Plan; and

WHEREAS, funding from each organization (City of Kent and Kent City School District) will be 50% of the planning consultant’s services up to \$5,000 projected costs.

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

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a Memorandum of Understanding between the City of Kent and Kent City School District to develop a Connectivity Plan and is more fully set forth 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

Jack Armhein
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

KENT SCHOOLS CAMPUS CONNECTIVITY AREA AGREEMENT

**KENT CITY SCHOOL DISTRICT
AND
THE CITY OF KENT**

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

This Agreement, dated _____ 2025, is an agreement made and entered into between Kent City School District (“KCSD”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the “City”).

WITNESSETH:

WHEREAS, KCSD and the City desire to improve pathways and connections around and within the Kent School Campuses of Stanton Middle School and Theodore Roosevelt High School and bounded by Hudson Road and State Route 43 (North Mantua Street); and

WHEREAS, both the City and KCSD desire to develop a Connectivity Plan, that establishes a recommendation for paths, connections and a segment of the Lake Rockwell Trail to best serve the schools and the overall Kent community; that provides a 20-year evaluation, focusing on pedestrians and trail connections (non-vehicular paths) that serve an origin-destination purpose; and that identifies potential conflict points.

WHEREAS, the parties desire to hire a consultant to assist them in studying and planning and engineering services in development of the Connectivity Plan as set forth in this Agreement; and

THEREFORE, The City and KCSD commit to collaborate and partner to initiate a strategic and transformational plan that may require the pursuit of funding for the eventual design and construction of improvements to implement the recommendations from the Connectivity Plan. At this time each party agrees to the following:

City:

- Take the lead role in a planning process. The planning process will be conducted with the participation and input from the residential and school community, especially the neighborhoods located across Hudson Road and North Mantua Street.
- Jointly with KCSD, hire a consultant to assist in the planning process.
- The City shall fund 50% of the planning consultant’s services, up to \$5,000.
- Pursue outside funding for the implementation of the project.

KCSD:

- Assist the City and participate in the planning process.
- Jointly with the City, hire a consultant to assist in the planning process.
- KCSD shall fund 50% of the planning consultant’s services, up to \$5,000.
- Pursue outside funding for the implementation of the project.

Schedule:

The City and KCSD will diligently pursue hiring the consultant and thereafter completion of the planning process in an effort to complete process by January, 2026. 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

Witness: _____

Date: _____

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 FIVE THOUSAND Dollars (\$5,000) 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

KENT CITY SCHOOL DISTRICT

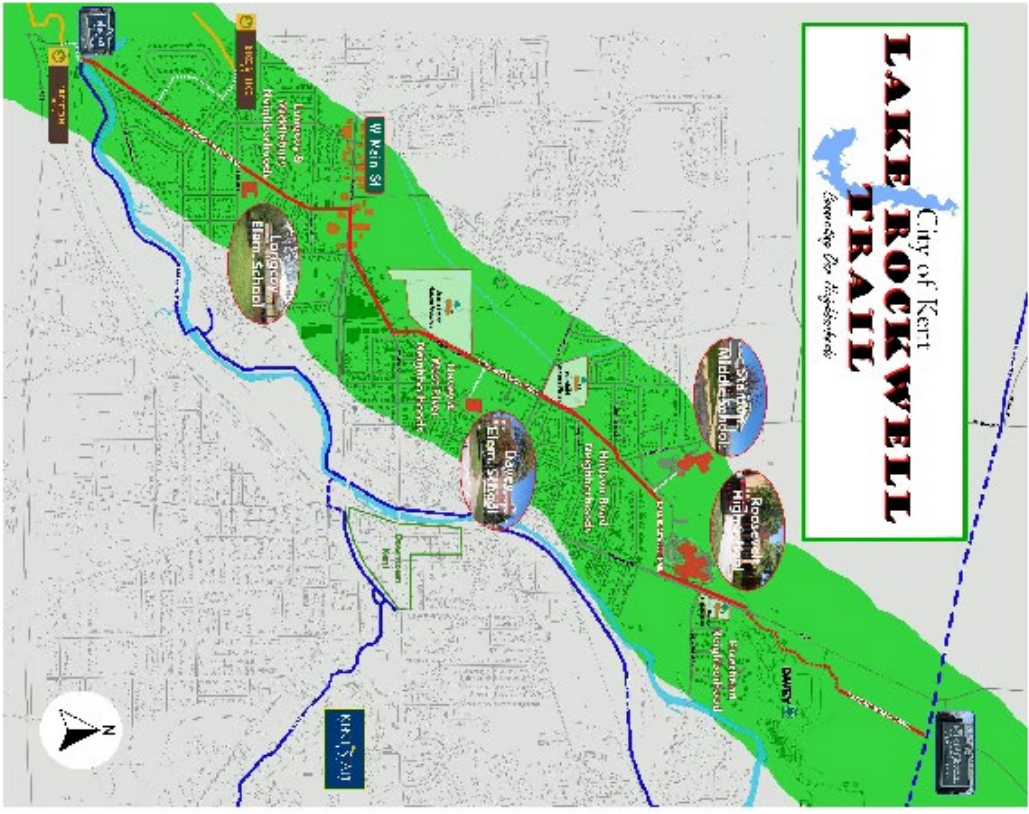
Approved and Accepted by:

Tom Larkin
Superintendent

Witness: _____

Date: _____

City of Kerr
LAKE ROCKWELL TRAIL
Gateway For Hikers



ORDINANCE NO. 2026-005

AN ORDINANCE AMENDING SECTION 353.02 “PARKING REGULATION AUTHORIZATION” OF THE CODIFIED ORDINANCES OF THE CITY OF KENT TO CHANGE THE PERMISSABLE PARKING CONDITIONS ON EAST GRANT STREET, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to modify Section 353.02 “Parking Regulation Authorization” of the Codified Ordinances to change the permissible parking conditions on East Grant Street; and

WHEREAS, the existing ordinance prohibits parking on the south side of East Grant Street; and

WHEREAS, the Traffic Engineering and Safety (TE&S) Committee reviewed this matter and has no objections to the requested change.

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

SECTION 1. That Kent City Council does hereby amend Section 353.02 “Parking Regulation Authorization” of the Codified Ordinances to change the permissible parking conditions on East Grant Street to read as follows:

CURRENT LANGUAGE:

GRANT ST, E NO PARKING SOUTH SIDE. NO RESTRICTIONS NORTH SIDE.

NEW LANGUAGE:

GRANT ST, E *NO PARKING SOUTH SIDE, NO PARKING NORTH SIDE FROM NORTH MANTUA STREET TO SEVENTY (70’) EAST OF NORTH MANTUA STREET’S EDGE OF PAVEMENT; NO PARKING RESTRICTIONS NORTH SIDE FROM SEVENTY (70’) EAST OF NORTH MANTUA STREET’S EDGE OF PAVEMENT TO EAST END OF EAST GRANT STREET.*

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. 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

Jack Armhein
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

ORDINANCE NO. 2026 - 06

AN ORDINANCE AMENDING ORDINANCE 2025-50 PASSED BY KENT CITY COUNCIL ON JUNE 18, 2025 TO INCLUDE FOLLOW-UP ITEMS FROM THE OHIO DEPARTMENT OF DEVELOPMENT AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio Department of Development provides financial assistance to local governments for the purpose of addressing local housing needs; and

WHEREAS, the City of Kent desires to participate in the program to receive financial assistance for community housing improvement; and

WHEREAS, the City of Kent has the authority to apply for financial assistance and to administer the amounts received from the State of Ohio Department of Development, through its Community Housing Impact and Preservation Program (CHIP); and

WHEREAS, the Council of the City of Kent must direct and authorize the Community Development Department to act in connection with the application and to provide such additional information as may be required; and

WHEREAS, the City of Kent acknowledges that if it is awarded Program Year (PY) 2025 Community Housing Impact and Preservation Program (CHIP) funds by the State of Ohio Department of Development, the City is the Grantee and accepts responsibility and oversight over the entire Program Year (PY) 2025 Community Housing Impact and Preservation Program (CHIP) grant. The City acknowledges it has full responsibility for administering all aspects of the grant in accordance with the requirements specified in the grant agreement between the City (Grantee) and the State of Ohio Department of Development (Grantor).

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

SECTION 1. Kent City Council amends Ordinance 2025-50 passed on June 18, 2025 to include follow-up items from the Ohio Department of Development.

SECTION 2. The Kent City Council hereby approves filing a proposal for financial assistance under the Community Housing Impact and Preservation Program.

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

SECTION 4. 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. 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

Jack Armhein
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

RESOLUTION 2026-07

A RESOLUTION APPOINTING DAVID KOVACS TO THE LOAN REVIEW BOARD AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least a majority of all members elected thereto concurring:

SECTION 1. That DAVID KOVACS IS hereby appointed to the LOAN REVIEW BOARD

NAME
DAVID KOVACS

TERM
February 1, 2026 – January 31, 2027

SECTION 2. As stated in Section 150.01 of the Codified Ordinances of the City of Kent, any person hereby appointed shall forfeit his or her term if he or she is absent from three (3) regular meetings of the Board or Commission to which he or she is appointed, unless one or more of these absences has been excused by the majority of members thereof.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 meeting open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Resolution 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

Jack Amrhein
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 _____.

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL

DRAFT ORDINANCE 2026 - 08

AN ORDINANCE APPOINTING _____ TO THE POSITION OF WARD 2 COUNCIL PERSON OF THE CITY OF KENT AND DECLARING AN EMERGENCY.

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

SECTION 1. That _____ is hereby appointed to the position of Council person for Ward 2 of the City of Kent.

NAMES

TERM

1-21-2026 to 12-31-2027

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 meeting 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

Jack Amrhein
Mayor/Council President

EFFECTIVE: _____
Date

ATTEST: _____
Kathleen Coleman
Clerk of Council

I, KATHLEEN COLEMAN, ACTING 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 _____.

(SEAL)

KATHLEEN COLEMAN
CLERK OF COUNCIL

ORDINANCE NO. 2026-09

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 immediately after passage.

PASSED: _____
Date

Jack Amrhein
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

Purchase Order Report

G/L Date Range 12/10/25 - 01/12/26

Sort by Department - Purchase Order Number

Detail Listing

Purchase Order	2026-00000241	G/L Date	01/06/2026	Amount	3,624.00
Description	FD Aladtec Annual Subscription 1.1.26-12.31.26	Deliver by Date		Voided	.00
Department	01.108 Safety Department, Fire Services/Prevention/EMS	Printed Date	01/07/2026	Discarded	.00
Vendor	3605 - Aladtec, LLC	Completed Date		Expensed	.00
Type	Then/Now	Expiration Date		Remaining	3,624.00
Status	Open			Encumbered	3,624.00

Item 1	Description	Misc Contractual - FD Aladtec Annual Subscription 1.1.26-12.31.26	Status	Open	Amount	3,624.00
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discarded	.00
	Price per Unit	3,624.00	Discount	0%	Expensed	.00
					Remaining	3,624.00
					Encumbered	3,624.00

G/L Account
 128-01-510-108.7390 (Fire & EMS-Safety Department-Safety Services-
 Fire Services.Misc Contractual)

Project
 Amount
 3,624.00

Purchase Order	2026-00000243	G/L Date	01/06/2026	Amount	11,524.99
Description	FD Annual Advice & Guidance Policy, Procedure Manuals & Bulletin	Deliver by Date		Voided	.00
Department	01.108 Safety Department, Fire Services/Prevention/EMS	Printed Date	01/07/2026	Discarded	.00
Vendor	4391 - Lexipol, LLC	Completed Date		Expensed	.00
Type	Then/Now	Expiration Date		Remaining	11,524.99
Status	Open			Encumbered	11,524.99

Item 1	Description	Professional Services - FD Annual Advice & Guidance Policy, Procedure Manuals & Bulletin	Status	Open	Amount	11,524.99
	Quantity	1.0000	Vendor Part Number		Voided	.00

Purchase Order Report

G/L Date Range 12/10/25 - 01/12/26
 Sort by Department - Purchase Order Number
 Detail Listing

<i>U/M</i>	Each	<i>Contract Number</i>	<i>Discounted</i>	.00
<i>Price per Unit</i>	11,524.99	<i>Discount</i>	<i>Expensed</i>	.00
			<i>Remaining</i>	11,524.99
			<i>Encumbered</i>	11,524.99
			<i>Amount</i>	
<i>G/L Account</i>		<i>Project</i>		
128-01-510-108.7340 (Fire & EMS-Safety Department-Safety Services-Fire Services.Professional Services)				11,524.99

Purchase Order	2026-00000099	G/L Date	01/02/2026	Amount	8,564.00
Description	HD - Security Paper	Deliver by Date		Voided	.00
Department	02.202 Board of Health, Sanitation & Inspections	Printed Date	01/08/2026	Discarded	.00
Vendor	1758 - Treasurer, State of Ohio	Completed Date	01/08/2026	Expensed	8,564.00
Type	Then/Now	Expiration Date		Remaining	.00
Status	Complete			Encumbered	.00

Item 1	Description	Status	Amount
	Operating Materials - State of Ohio Birth and Death Certificate Paper	Complete	8,564.00
	Quantity	Vendor Part Number	Voided
	1.0000		.00
	U/M	Contract Number	Discarded
	Each		.00
	Price per Unit	Discount	Expensed
	8,564.00	0%	8,564.00
			Remaining
			.00
			Encumbered
			.00

<i>G/L Account</i>	<i>Project</i>	<i>Amount</i>
110-02-520-201.7420 (Health Department-Health Department-Public Health & Welfare-Health Admin.Operating Materials)		8,564.00

Purchase Order	2025-00002679	G/L Date	12/22/2025	Amount	3,014.77
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Purchase Order Report

G/L Date Range 12/10/25 - 01/12/26
 Sort by Department - Purchase Order Number
 Detail Listing

Description	CM Cold Patch	Deliver by Date	Printed Date	12/30/2025	Amount	3,014.77	Voided	.00
Department	05.560 Public Services Department,Central Maintenance Division	Printed Date	12/30/2025		Voided	.00	Discounted	.00
Vendor	3934 - HEI-WAY LLC	Completed Date	12/30/2025		Discounted	3,014.77	Expensed	
Type	Then/Now	Expiration Date			Expensed		Remaining	.00
Status	Complete				Remaining		Encumbered	.00
Item 1	Description	Status	Complete	Amount	3,014.77			
	Quantity	Vendor Part Number		Voided	.00			
	U/M	Contract Number		Discounted	.00			
	Price per Unit	Discount	0%	Expensed	3,014.77			
				Remaining	.00			
				Encumbered	.00			
	G/L Account	Project		Amount				
	202-05-550-605.7420 (Sewer-Service Department-Basic Utility Services- Central Maintenance Distribution.Operating Materials)			3,014.77				

Purchase Order	2026-00000111	G/L Date	01/05/2026	Amount	6,560.00			
Description	CM Haymaker & Franklin Landscape Plans	Deliver by Date		Voided	.00			
Department	05.560 Public Services Department,Central Maintenance Division	Printed Date	01/06/2026	Discounted	.00			
Vendor	5547 - Frederick/C.M. Frederick, Landscape Architect, LLC, Charles M	Completed Date		Expensed	.00			
Type	Then/Now	Expiration Date		Remaining	6,560.00			
Status	Open			Encumbered	6,560.00			
Item 1	Description	Status	Open	Amount	6,560.00			
	Quantity	Vendor Part Number		Voided	.00			
	U/M	Contract Number		Discounted	.00			
	Price per Unit	Discount	0%	Expensed	.00			
				Remaining	6,560.00			
				Encumbered	6,560.00			

Purchase Order Report

G/L Date Range 12/10/25 - 01/12/26
 Sort by Department - Purchase Order Number
 Detail Listing

<i>G/L Account</i>	<i>Project</i>	<i>Amount</i>
2026-00000348	102-05-560-601.7340 (SCMR-Service Department-Central Maintenance-Transportation - Central Maint..Professional Services)	6,560.00

Purchase Order	2026-00000348	G/L Date	01/08/2026	Amount	4,071.00
Description	CM268 Repairs	Deliver by Date		Voided	.00
Department	05.560 Public Services Department,Central Maintenance Division	Printed Date	01/13/2026	Discounted	.00
Vendor	1037 - Akron Tractor & Equipment, Inc	Completed Date		Expensed	.00
Type	Then/Now	Expiration Date		Remaining	4,071.00
Status	Open			Encumbered	4,071.00

Item 1	Description	Maint of Equip & Facilities	Status	Open	Amount	4,071.00
	Quantity	1.0000	Vendor Part Number		Voided	.00
	U/M	Each	Contract Number		Discounted	.00
	Price per Unit	4,071.00	Discount	0%	Expensed	.00
					Remaining	4,071.00
					Encumbered	4,071.00

<i>G/L Account</i>	<i>Project</i>	<i>Amount</i>
2026-00000223	102-05-560-601.7350 (SCMR-Service Department-Central Maintenance-Transportation - Central Maint..Maint of Equip & Facilities)	4,071.00

Purchase Order	2026-00000223	G/L Date	01/06/2026	Amount	13,595.00
Description	FIN- Parking Tickets December 2025	Deliver by Date	01/06/2026	Voided	.00
Department	07.708 Budget & Finance Department,Financial Admin.	Printed Date	01/06/2026	Discounted	.00
Vendor	1495 - Portage County Municipal Court	Completed Date	01/06/2026	Expensed	13,595.00
Type	Then/Now	Expiration Date		Remaining	.00

