



CITY OF KENT, OHIO

320 S. Depeyster Street, Kent, OH 44240 (Main Fire Station)
(330) 678-8007 Fax (330) 678-8688

CITY COUNCIL

WEDNESDAY, March 20, 2019
WORK SESSION AT 7:00 P.M.
SWEARING-IN CEREMONY AT 7:15 P.M.
PUBLIC HEARING AT 7:20 P.M.
REGULAR CITY COUNCIL MEETING AT 7:30 P.M.

AGENDA

7:00 P.M. WORK SESSION KSU Presentation of E Main Street Corridor Plans

7:15 P.M. SWEARING IN CEREMONIES Police Captain Nicholas Shearer, Police Lieutenant Jason Short, Police Sergeant Jared Bowen by Chief Lee

7:20 P.M. CHIP PUBLIC HEARING #2 *Kent City Council is conducting a Public Hearing to allow for public comments on Program Year (PY) 2019 Community Housing Impact and Preservation (CHIP) Program Grant Application*

7:25 P.M. BOARD OF CONTROL

7:30 P.M. REGULAR COUNCIL

1. ROLL CALL

2. OPENING REMARKS/PLEDGE OF ALLEGIANCE *(Ms. Wallach)*

3. APPROVAL OF MINUTES

3.1 Regular City Council Meeting of February 20, 2019

3.2 Special City Council Meeting for a Work Session of February 20, 2019

3.3 Public Hearing CDBG PY 2019 Annual Action Plan of February 20, 2019

3.4 Public Hearing CHIP Program Grant Application 2019 of February 20, 2019

4. COMMUNICATIONS

4.1 AUDIENCE *(Visitors wishing to address Council please sign up with the Clerk of Council prior to start of the meeting)*

4.2 WRITTEN *(All placed on file in the Clerk of Council's office)*

4.2.1 Sustainability Commission Meeting Agenda for March 4, 2019 and the Minutes of February 4, 2019 received on February 28, 2019.

4.2.2 City Health Board Meeting Agenda for February 19, 2019 and the Minutes of January 8, 2019 received on February 14, 2019.

4.2.3 Standing Rock Cemetery Meeting Minutes for February 14, 2019 received on February 22, 2019.

4.2.4 Planning Commission Staff Report for March 5, 2019 and Meeting Agenda for March 19, 2019 received March 11, 2019.

4.3 CITY MANAGER'S REPORT

5. STANDING COMMITTEES/ LEGISLATION

5.1 COMMITTEE OF THE WHOLE *(Mayor Fiala)*

5.1.1 COMMITTEE MEETING MINUTES OF March 6, 2019

5.1.2 ACTION RECOMMENDED:

- 1) Remove Items 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 from Council Pending List

5.2 COMMUNITY DEVELOPMENT COMMITTEE (Kuhar/Rosenberg)

5.2.1 COMMITTEE MEETING MINUTES OF March 6, 2019

5.2.2 ACTION RECOMMENDED:

- 1) Approve the County Solid Waste Plan
- 2) Approve TREX Liquor Permit Request D1 257 N. Mantua
- 3) Approve TREX Liquor Permit Request D3 911 N. Street
- 4) Authorize JAYCEES Craft Beer Event Street Closure Request
- 5) Authorize City/Wick Poetry/KSU River Project Agreement
- 6) Authorize 2019 CHIP Grant Application

5.2.3 **Draft No. 2019-23: AN ORDINANCE APPROVING PROPOSED CHANGES BY THE PORTAGE OCUNTY SOLID WASTE MANAGEMENT DISTRICT, DRAFT 2019 SOLID WASTE MANAGEMENT PLAN AND DELCARING AN EMERGENCY.**(Authorized)

5.2.4 **Draft No. 2019-24: AN ORDINANCE AUTHORIZING THE TRANSFER OF A TREX LIQUOR LICENSE INTO THE CITY OF KENT FOR TWISTED ROOT, LTD., AN OHIO LIMITED LIABILITY COMPANY, CONDITIONAL UPON THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENT, OHIO AND TWISTED ROOT, LTD., AND DECLARING AN EMERGENCY** (Authorized)

5.2.5 **Draft No. 2019-25: AN ORDINANCE AUTHORIZING THE TRANSFER OF A TREX LIQUOR LICENSE INTO THE CITY OF KENT FOR THE RIVER MERCHANT, LLC, AN OHIO LIMITED LIABILITY COMPANY, CONDITIONAL UPON THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENT, OHIO AND THE RIVER MERCHANT, LLC, AND DECLARING AN EMERGENCY** (Authorized)

5.2.6 **Draft No. 2019-26: AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE A NEW SPECIAL EVENT APPLICATION FROM THE KENT JAYCEES FOR THE FIRST ANNUAL KENT CRAFT BEER FEST TO BE HELD ON MAY 18, 2019 IN CERTAIN AREAS OF KENT, AND DECLARING AN EMERGENCY.** (Authorized)

5.2.7 **Draft No. 2019-27: AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A NEW AGREEMENT BETWEEN KENT STATE UNIVERSITY, SPECIFICALLY THE WICK POETRY CENTER, MAIN STREET KENT AND THE CITY OF KENT TO BRING AWARENESS OF THE CUYAHOGA RIVER INTO KENT THROUGH STATIC AND INTERACTIVE DISPLAYS AND ALSO KNOWN AS THE RIVER STANZAS PROJECT, AND DECLARING AN EMERGENCY.** (Authorized)

5.2.8 **Draft No. 2019-28: AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT A PROPOSAL TO THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT, TO PARTICIPATE IN THE PY2019 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) AND UPON AWARDING OF THE GRANT, AUTHORIZING APPROPRIATION OF FUNDS AND DECLARING AN EMERGENCY.** (Authorized)

5.3 FINANCE COMMITTEE (DeLeone/Wallach)

- 5.3.1 COMMITTEE MEETING MINUTES OF March 6, 2019
- 5.3.2 **ACTION RECOMMENDED:**
 - 1) Approve the Quality IP Agreement
 - 2) Amend City Trash Service Contract to Remove Recycling
 - 3) Approve New Contract with Portage County for Recycling
- 5.3.3 **Draft No. 2019-29: AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH QUALITY IP AND THE CITY OF KENT TO HELP WITH BUSINESS TECHNOLOGY NEEDS, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.**(Authorized)
- 5.3.4 **Draft No. 2019-30: AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO AMEND THE CITY OF KENT'S TRASH SERVICE CONTRACT WITH REPUBLIC SERVICES OF OHIO, LLC IN ORDER TO ENTER INTO A NEW CONTRACT DIRECTLY WITH PORTAGE COUNTY SOLID WASTE MANAGEMENT DISTRICT; AND DECLARING AN EMERGENCY.** (Authorized)
- 5.3.5 **Draft No. 2019-31: AN ORDINANCE ACCEPTING TWO DONATIONS TOTALING \$300.00 TO THE CITY OF KENT PARKS & RECREATION DEPARTMENT FROM MISTY SOMMERS, JODY SWEARENGEN AND SUZANN MILLER MOLEDAR, AND DECLARING AN EMERGENCY** (Unauthorized)
- 5.3.6 **Draft No. 2019-32: AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2019 COMMUNITY EVENT SPONSORSHIP PROGRAM AWARD IN THE AMOUNT OF \$2000 AND DECLARING AN EMERGENCY.** (Unauthorized)
- 5.3.7 **Draft No. 2019-33: AN ORDINANCE AUTHORIZING THE CITY OF KENT TO SUBMIT AN APPLICATION TO THE 2019 AARP COMMUNITY CHALLENGE GRANT PROGRAM AND TO ACCEPT THE GRANT, IF AWARDED, WITH CORRESPONDING APPROPRIATION OF FUNDS AND DECLARING AN EMERGENCY.** (Unauthorized)
- 5.4 **HEALTH & SAFETY COMMITTEE** (*Amrhein/Sidoti*)
 - 5.4.1 COMMITTEE MEETING MINUTES: None
 - 5.4.2 ACTION RECOMMENDED: None
- 5.5 **LAND USE COMMITTEE** (*Ferrara/Shaffer*)
 - 5.5.1 COMMITTEE MEETING MINUTES: None
 - 5.5.2 ACTION RECOMMENDED: None
- 5.6 **STREETS, SIDEWALKS & UTILITIES COMMITTEE** (*Sidoti/Wallach*)
 - 5.6.1 COMMITTEE MEETING MINUTES OF March 6, 2019
 - 5.6.2 ACTION RECOMMENDED:
 - 1) Accept the East Main Street Neighborhood Study Agreement Amendment #1
 - 5.6.3 **Draft No. 2019-34: AN ORDINANCE AMENDING RESOLUTION NO. 2018-40 THAT PASSED MARCH 21, 2018 TO ENTER INTO THE EAST MAIN STREET AREA AGREEMENT BETWEEN THE CITY OF KENT AND KENT STATE**

UNIVERSITY TO SET THE FRAMEWORK TO BEGIN INVESTIGATING TRAFFIC CONCERNS ALONG THE EAST MAIN STREET CORRIDOR, AND DECLARING AN EMERGENCY. (Authorized)

- 5.6.4 *Draft No. 2019-35: AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR IMPROVEMENTS ON NORTH WATER STREET, AND DECLARING AN EMERGENCY. (Unauthorized)***

6. SPECIAL COMMITTEE REPORTS

7. UNFINISHED BUSINESS

8. NEW BUSINESS

8.1 Items needing Council action or referral

8.2 Schedule future Council meetings

8.3 Councilmembers' comments

9. MAYOR'S REPORT

10. ADJOURNMENT

Posted: March 13, 2019

Dawn Bishop

Interim Clerk of Council

Visit www.kentohio.org for up to the minute Agenda Amendments

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

THE CITY OF KENT, OHIO
REGULAR COUNCIL MEETING
WEDNESDAY, FEBRUARY 20, 2019

At 7:31 p.m., Mayor Jerry T. Fiala called the **Regular Meeting of Kent City Council** to order after the two public hearings and work session on the new city hall. Roll call was taken.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer; Mr. Roger Sidoti; Mr. Robin Turner; and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Mr. Jim Bowling, City Engineer; Ms. Melanie Baker, Public Service Director; Mr. John Idone, Parks & Recreation Director; and David Coffee, Budget & Finance Director; and Ms. Dawn Bishop, Interim Clerk of Council.

ABSENT: None

Mayor Fiala called upon Councilmember Turner for his opening remarks. Mr. Turner wanted to welcome Boy Scout Chase Williams. Chase Williams then led the Pledge of Allegiance.

APPROVAL OF MINUTES:

MOTION TO APPROVE THE MINUTES OF THE REGULAR COUNCIL MEETING and THE SPECIAL WORK SESSION of January 16, 2019, made by Mr. Amrhein, seconded by Mr. Ferrara, CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

COMMUNICATIONS:

Mayor Fiala read a statement to the audience: *"While the law does not require Council to provide time for public comment, we have historically invited the public to make comments and we appreciate their input. This is the time where residents and others can comment on matters that concern them. However, we will not engage in debate, and as President of Council, I reserve the right to end any public communication that is disruptive, embarrassment, harassment or otherwise objective. We ask that when you come to the microphone that you speak into the microphone clearly, give your name and address and limit comments to three (3) minutes of discussion."* He then asked the Clerk if anyone was signed in. There was one (1) visitor who signed in with the Clerk.

Mr. Austin Bashore of 1067 S. Lincoln Street, Kent introduced himself as a student at Kent State University and a leader of the campus Green Party chapter, a member of the Ohio Green, Green Party US, and the Green Party of South Korea. He spoke on the "disastrous policy of allowing brine on our roads here in Kent to de-ice. Also to urge you to help oppose Senate Bill 165 and to push Kent to stop using aquasalina brine. The senate bill, which allows contaminants from fracking disasters, to be put on our roads and which will leak in our waterways. This allows poisonous chemicals into our waterways because brine has radium in it. There is no safe version of radium we can drink, despite what section of the Ohio Senate Bill suggests. I urge all of our council members to help oppose this and make Portage County a center of green, renewable energies. We also must work to close down all nonrenewable energy facilities, including nuclear energy, in the state. To allow toxins and activities that include deicing our roads is a big threat to our local ecological communities. The chloride component and the chloride-based deicers in the rock does not easily precipitate into the soil and will actually mimic drought conditions, because of the high saline content in the soil around the roads. With even this, brine from oil companies and natural gas companies is an

exponentially greater threat. Brine has a high salt concentration which is up to ten times that of salt water. Chloride levels in and around toxic spills area again show drought symptoms. Sodium is a natural disbursement and can cause soils to swell and disperse. Not only that but the salt levels are above threshold limits. This binds in the soil which help create soil structure and the brine impairs the abilities of plants to soak up nutrients. High salt concentrations are not healthy and if they are not healthy for the plants, they are not healthy for us. Uranium and other types of components in the brine should not be in our drinking waters.” Mr. Bashore finished with that he was not some “crazy conspiracy theorist about this” and Cleveland 19 News even did a report on this saying Northeast Ohio is “using radium from fracking industries to deice our roadways. And to put it frankly, if we care about our future and the health of Portage County and our children’s future, we should oppose this. I urge you all to reject this asinine bill and to help prevent this in Portage County as it clearly values corporate profits over our lives. We should put people, planet, and peace over profit and defeat this disastrous policy that should have never been introduced in the first place.”

Ms. Wallach asked for the name of the bill again, and Mr. Bashore said Ohio Senate Bill 165.

Written Communications were reported by Ms. Jones and placed on file in the Clerk’s office as follows:

1. Sustainability Commission Meeting Agenda for February 4, 2019 and the Minutes of January 7, 2019 received on January 31, 2019.
2. Standing Rock Cemetery Meeting Minutes of January 10, 2019 received January 24, 2019.
3. Liquor License Transfer Request from Lamont Enterprises to River Merchant located 911 N. Mantua ST & Patio received January 28, 2019. Chief Lee had no objections.
4. Civil Service Meeting Agenda for January 28, 2019 received January 24, 2019.
5. Portage County Solid Waste Management District Policy Committee Meeting Minutes of October 3, 2018 received on February 6, 2019.
6. Planning Commission Agenda for February 19, 2019 received February 12, 2019.

MOTION TO HAVE THE CLERK OF COUNCIL RETURN THE LIQUOR LICENSE TRANSFER REQUEST TO THE OHIO DEPARTMENT OF LIQUOR CONTROL WITH NO OBJECTION made by Mr. Kuhar, seconded by Mr. DeLeone. Motion CARRIED by a voice vote of 9-0.

Oral Communications received after the Agenda was published were placed on file in the Clerk’s office as follows:

1. Parks & Recreation Board packet for February 21, 2019 with a new start time of 5pm received February 18, 2019.

City Manager’s Report was called for by Mayor Fiala.

1. Request Council’s authorization to amend the City’s General Compensation Plan to reflect the agreed upon position changes between the City and AFSCME. (Draft #2019-14, 2019-15)
2. Request Council’s authorization to submit a grant application to NOPEC for \$2000 in support of the Kent Heritage Festival. (Draft #2019-18)
3. Request Council’s authorization to grant an easement to the owners of West River Place as part of the Hike & Bike Trail improvement project. (Draft #2019-20)
4. Request Council’s authorization to reappoint Tom Wilke as the City’s representative to the Kent-Brimfield and Kent-Franklin JEDD Boards. (Draft 2019-21, 2019-22)
5. Request time prior to the start of the March 20th Regular Council meeting to allow Chief Lee to swear in three promotional advancements in the Police Department.
6. Request Committee of the Whole time to update the Council pending list.

7. Request Finance Committee time for Council's consideration of an agreement with Quality IP for IT Services for City operations.
8. Request Community Development Committee time to consider authorization of the City's 2019 CHIP Grant application.
9. Request Community Development Committee time to consider proposed updates to the County Solid Waste Plan.
10. Request Community Development Committee time to consider a proposed new agreement between the City/Wick Poetry Center/KSU for a Cuyahoga River celebration project.
11. Request Community Development Committee time to consider a new street closure request from the Kent Jaycee's for a proposed new Craft Beer Festival.
12. Request Community Development Committee time to consider a TREX liquor license transfer request for 257 N Water Street.
13. Request Community Development Committee time to consider a TREX liquor license transfer request for 911 N Mantua Street.
14. Request Streets, Sidewalks, and Utilities Committee time to consider an amendment to the East Main Street Neighborhood Study Agreement.

MOTION TO APPROVE ITEMS #1 - 14 OF THE CITY MANAGER'S REPORT made by Mr. Amrhein, seconded by Mr. Ferrara. Motion CARRIED by a voice vote of 9-0.

STANDING COMMITTEES/ LEGISLATION

COMMITTEE OF THE WHOLE:

There were no minutes to be approved and no recommended actions needing approval.

Draft No. 2019-14: AN ORDINANCE AMENDING THE GENERAL COMPENSATION PLAN FOR ALL UNCLASSIFIED AND VARIOUS CLASSIFIED EMPLOYEES OF THE CITY OF KENT, EXCEPT THE CITY MANAGER, FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020 AS ADOPTED BY ORDINANCE NO. 2017-155, AND AS AMENDED BY ORDINANCE NO. 2018-141, SO AS TO ADD THE POSITION OF PAYROLL ADMINISTRATOR AND REMOVE THE SECRETARY TO THE HEALTH DEPARTMENT, AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, and Mr. Amrhein, Mr. DeLeone, Mr. Ferrara. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-14 made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, and Mr. DeLeone, Mr. Ferrara, Mr. Kuhar. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-14: AN ORDINANCE AMENDING THE GENERAL COMPENSATION PLAN FOR ALL UNCLASSIFIED AND VARIOUS CLASSIFIED EMPLOYEES OF THE CITY OF KENT, EXCEPT THE CITY MANAGER, FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020 AS ADOPTED BY ORDINANCE NO. 2017-155, AND AS AMENDED BY ORDINANCE NO. 2018-141, SO AS TO ADD THE POSITION OF PAYROLL ADMINISTRATOR AND REMOVE THE SECRETARY TO THE HEALTH DEPARTMENT, AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

Draft No. 2019-15: AN ORDINANCE AMENDING ORDINANCE NO. 2018-140 (THE POSITION ALLOCATION ORDINANCE) SO AS TO REVISE THE POSITION TITLE OF SENIOR ACCOUNT CLERK TO PAYROLL ADMINISTRATOR WITH UPDATES TO THE POSITION, AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, and Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-15 made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, and Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-15: AN ORDINANCE AMENDING ORDINANCE NO. 2018-140 (THE POSITION ALLOCATION ORDINANCE) SO AS TO REVISE THE POSITION TITLE OF SENIOR ACCOUNT CLERK TO PAYROLL ADMINISTRATOR WITH UPDATES TO THE POSITION, AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

COMMUNITY DEVELOPMENT COMMITTEE:

MOTION TO APPROVE THE COMMUNITY DEVELOPMENT COMMITTEE MEETING MINUTES OF January 9, 2019 made by Mr. Kuhar, seconded by Mr. Ferrara, CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

MOTION TO APPROVE THE COMMUNITY DEVELOPMENT COMMITTEE MEETING MINUTES OF February 6, 2019 made by Mr. Kuhar, seconded by Mr. Ferrara, CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

MOTION TO APPROVE RECOMMENDED ACTION ITEMS made by Mr. Kuhar, seconded by Mr. Ferrara, and CARRIED by a voice vote of 9-0.

Recommended Action:

1. Approve the dedication of a portion of West Main Street at Klaben with an emergency clause

Draft No. 2019-19: AN ORDINANCE ACCEPTING, FOR DEDICATION PURPOSES, TO THE CITY OF KENT, OHIO, THE STREET RIGHT-OF-WAY AT 1106-1116 WEST MAIN STREET (KLABEN CHRYSLER JEEP DODGE,) AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. Kuhar. On Roll call, voting "Yes": Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-19 made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-19: AN ORDINANCE ACCEPTING, FOR DEDICATION PURPOSES, TO THE CITY OF KENT, OHIO, THE STREET RIGHT-OF-WAY AT 1106-1116 WEST MAIN STREET (KLABEN CHRYSLER JEEP DODGE,) AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

Draft No. 2019-20: AN ORDINANCE AMENDING RESOLUTION NO. 2019-12, TO GRANT AN ACCESS EASEMENT TO WEST RIVER PLACE, AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-20 made by Mr. Ferrara and seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-20: AN ORDINANCE AMENDING RESOLUTION NO. 2019-12, TO GRANT AN ACCESS EASEMENT TO WEST RIVER PLACE, AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

Draft No. 2019-21: AN ORDINANCE CONFIRMING THE CITY OF KENT MAYOR'S APPOINTMENT OF TOM WILKE TO THE FRANKLIN-KENT JEDD, AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. DeLeone. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-21 made by Mr. Ferrara and seconded by Mr. Kuhar. On Roll call, voting "Yes": Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-21: AN ORDINANCE CONFIRMING THE CITY OF KENT MAYOR'S APPOINTMENT OF TOM WILKE TO THE FRANKLIN-KENT JEDD, AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

Draft No. 2019-22: AN ORDINANCE CONFIRMING THE CITY OF KENT MAYOR'S APPOINTMENT OF TOM WILKE TO THE BRIMFIELD-KENT JEDD, AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. Kuhar. On Roll call, voting "Yes": Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-22 made by Mr. Ferrara and seconded by Mr. Sidoti. On Roll call, voting "Yes": Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-22: AN ORDINANCE CONFIRMING THE CITY OF KENT MAYOR'S APPOINTMENT OF TOM WILKE TO THE BRIMFIELD-KENT JEDD, AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

FINANCE COMMITTEE:

MOTION TO APPROVE THE FINANCE COMMITTEE MEETING MINUTES OF January 9, 2019 and February 6, 2019 made by Mr. DeLeone, seconded by Mr. Ferrara, and CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

MOTION TO APPROVE RECOMMENDED ACTION ITEM #1 made by Mr. DeLeone, seconded by Mr. Ferrara, and CARRIED by a voice vote of 9-0.

Recommended Action:

1. Approve the dedication of a portion of West Main Street at Klaben with an emergency clause

Draft No. 2019-16: AN ORDINANCE AMENDING ORDINANCE NO. 2018-142, THE CURRENT APPROPRIATION ORDINANCE, 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, 2019; AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. Sidoti. On Roll call, voting "Yes": Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, and Ms. Shaffer. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-16 made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Mr. Turner, Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, and Mr. Sidoti. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-16: AN ORDINANCE AMENDING ORDINANCE NO. 2018-142, THE CURRENT APPROPRIATION ORDINANCE, 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, 2019; AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

Draft No. 2019-17: AN ORDINANCE AUTHORIZING KENT PARKS & RECREATION TO SUBMIT AN APPLICATION FOR A 2019 RECREATIONAL TRAILS PROGRAM (RTP) GRANT, AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Ms. Wallach, Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, and Mr. Turner. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-17 made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, and Ms. Wallach. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO. 2019-17: AN ORDINANCE AUTHORIZING KENT PARKS & RECREATION TO SUBMIT AN APPLICATION FOR A 2019 RECREATIONAL TRAILS PROGRAM (RTP) GRANT, AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

Draft No. 2019-18: AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2019 ENERGIZED COMMUNITY GRANT(S) FUNDS, AND DECLARING AN EMERGENCY was read by title only by Ms. Jones per Mayor Fiala's request.

MOTION TO SUSPEND THE THREE READINGS made by Mr. Ferrara and seconded by Mr. DeLeone. On Roll call, voting "Yes": Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, and Mr. Amrhein. The Motion CARRIED by a roll call vote of 9-0.

MOTION TO ADOPT DRAFT No. 2019-18 made by Mr. Ferrara and seconded by Mr. Kuhar. On Roll call, voting "Yes": Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, Ms. Wallach, Mr. Amrhein, and Mr. DeLeone. The Motion CARRIED by a roll call vote of 9-0.

ORDINANCE NO 2019-18: AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2019 ENERGIZED COMMUNITY GRANT(S) FUNDS, AND DECLARING AN EMERGENCY PASSED as stated by Ms. Jones.

HEALTH AND SAFETY COMMITTEE:

MOTION TO APPROVE THE HEALTH AND SAFETY COMMITTEE MEETING MINUTES OF January 9, 2019 made by Mr. Amrhein, seconded by Mr. DeLeone, and CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

No actions to be approved.

LAND USE COMMITTEE:

There were no meeting minutes or actions to be approved.

STREETS, SIDEWALKS AND UTILITIES COMMITTEE:

MOTION TO APPROVE THE STREETS, SIDEWALKS, AND UTILITIES COMMITTEE MEETING MINUTES of January 9, 2019 and February 6, 2019 made by Mr. Sidoti, seconded by Mr. Ferrara, and CARRIED by a voice vote of 8-0-1 with Ms. Wallach abstaining.

No actions to be approved.

SPECIAL COMMITTEE REPORTS: NONE

UNFINISHED BUSINESS: NONE

NEW BUSINESS:

Ms. Wallach had three items.

Ms Wallach asked if city-wide WiFi had gone anywhere; like what the City of Fairlawn had.

Mr. Ruller said that that provided a service into people's homes and they had visited Hudson and Fairlawn just to do initial study work is about a quarter of a million dollars. The city did not proceed, there is just not the funding at this time. He said with all the 5G coming in though, remembering the council had passed ordinances allowing those mini dishes all over town, he thinks all of that should take care of the high speed need without the city's investment.

Ms. Wallach wanted to follow up on an ordinance passed last year outlining discrimination against LGBTQ community and wanted to know if there were any complaints of anything.

Mr. Ruller said there hadn't.

Ms. Wallach said plowing on 43 was going very well but wanted to put into committee plowing on East Main because there is a lot of foot traffic there.

Mr. Ruller said that is already standard procedure and Mr. Idone agreed it was already being done.

Ms. Wallach said it didn't look like it at the last snow.

Mr. Ruller said it was such a heavy snow that it had actually gotten covered back up, then it froze, and then there's nothing Mr. Idone's crews can do once it freezes.

Ms. Wallach said that she knows empty houses come with a price tag and wanted to know what the progress was on demolishing the two city owned vacant properties of the house next to the fire station and the old police department.

Mr. Ruller said the more information we have on the new city hall will affect the demo of the old police department. When preparing for grading, etc.

Ms. Baker said part of the October 2018 approval of the demo of the house next to the fire station was contingent on the occupants being given until December 31, 2018 to vacate. There was still an extensive amount of property in the house, former occupants were given a thirty day notice to remove everything, and now the house has been boarded up. There is still a substantial amount of property in the house and vehicles in the garage. They are now at the point where they have to deem the vehicles scrap and get rid of them.

Mr. Kuhar had one item.

MOTION TO HAVE THE STREETS, SIDEWALKS, UTILITIES COMMITTEE LOOK AT SIDEWALK BRUSH FRANKLIN AVENUE FROM SUMMIT TO CHERRY made by Mr. Kuhar, seconded by Ms. Wallach, CARRIED by a voice vote of 9-0.

Mr. Turner had one item.

Mr. Turner asked where are we on One Kent

Mr. Ruller said he's still waiting on council to give him any names of people to help get a core group together. That's the next step that needs done. Harrison Wicks and he had a conference call last week with a group that was going to mentor, met with an Ohio based coach that is excited about coming to Kent and be a part of that project. They were given advice and getting it started is always the hardest part. One Kent is very much about the hidden voices and getting to the people who don't typically participate in civic engagement. There's a couple things coming in the next three or four months that they are continuing to work towards.

Ms. Shaffer had one item.

She was concerned too about what Mr. Bashore spoke about with the aquasalina brine issue. She said it is in Ohio House Bill 393, which would be part of the Senate Bill that Mr. Bashore was referring to. The Senate Bill is mostly dealing with everything concerning gas and oil drilling. Her concern wasn't so much that this city would do such a thing but that if this bill passes, it's very possible that the State would use fracking waste product brine.

MOTION TO DRAFT A RESOLUTION TO SEND TO THE STATE HOUSE VOICING COUNCIL'S CONCERNS with HB 393 made by Ms. Shaffer, seconded by Ms. Wallach.

Ms. Wallach agrees she is concerned about this on our roads.

Ms. Rosenberg has had residents express concerns about this fracking byproduct being marketed as a deicer agent.

Mr. Fiala said from his understanding we don't use this in Kent.

Mr. Ruller said correct, Kent makes their own brine mix.

Ms. Rosenberg said it is still on residents' minds and this would be a good opportunity to clarify to our residents and express Council's concern at the state level.

MOTION CARRIED by a voice vote of 9-0.

Mr. Sidoti had one item

Mr. Sidoti asked what the progress or update was on a Rootstown JEDD.

Mr. Ruller said it's been a couple months but at this time the current president of NEOMED is stepping down and there was some discussion of perhaps the next president would want to take it back up as they are the largest employer affected by a JEDD. It's not just up to them but the whole township and there was a group of local opposition that stepped up the last time it came about. There's differing opinions

among the township trustees on whether that would succeed or not. The school district was mixed in there too, but now they are staying. With all of those factors, they've heard rumblings there may be renewed interest but nothing official.

Mr. Sidoti asked Ms. Susel if anybody has come forward regarding the chicken ordinance. Ms. Susel said no. There was then some talk that more may be heard in the spring.

COUNCILMEMBERS' COMMENTS:

Ms. Rosenberg wanted to note that it has been a year since the Parkland Shooting and she is still waiting for a consensus of legislation from State and Federal Legislators regarding gun violence. She is disappointed in that but proud of this city and the Memorandum of Understanding with Kent City Schools that Kent is still participating in and the firefighters, police department, and school district is working together and that shows a commitment on the part of the City of Kent to work together to provide for the safety of our students and the people who work there.

MAYOR'S REPORT:

Mayor Fiala had no comments.

At 8:07 p.m., after hearing no further business, Council moved into Executive Session.

MOTION TO MOVE INTO EXECUTIVE SESSION IMMEDIATELY FOLLOWING IN ACCORDANCE WITH ORC §121.22 (G)(3) *"Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action"* made by Mr. Amrhein, seconded by Mr. Kuhar. On Roll call voting "Yes": Mr. Amrhein, Mr. DeLeone, Mr. Ferrara, Mr. Kuhar, Ms. Rosenberg, Ms. Shaffer, Mr. Sidoti, Mr. Turner, and Ms. Wallach. Motion CARRIED 9-0.

The Mayor announced he was giving everyone 5 minutes to clear the room.

At 8:34 p.m., MOTION TO COME OUT OF EXECUTIVE SESSION AND RECONVENE THE REGULAR MEETING IN OPEN FORUM made by Mr. Amrhein, seconded by Mr. Sidoti and CARRIED by a voice vote of 9-0.

No action was taken.

At 8:34 p.m. MOTION TO ADJOURN made by Mr. Kuhar, seconded by Mr. Ferrara and CARRIED by a voice vote of 9-0.

Dawn Bishop
Interim Clerk of Council

Jerry T. Fiala
Mayor and President of Council

**THE CITY OF KENT, OHIO
SPECIAL CITY COUNCIL MEETING for a
COUNCIL WORK SESSION
WEDNESDAY, FEBRUARY 20, 2019**

At 6:25 p.m., Mayor Fiala called the **COUNCIL WORK SESSION** with Brandstetter Carroll Inc. to order.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer; Mr. Roger Sidoti; Mr. Robin Turner; and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Mr. Jim Bowling, City Engineer; Ms. Melanie Baker, Public Service Director; Mr. John Idone, Parks & Recreation Director; and David Coffee, Budget & Finance Director; Howard Boyle, Dennis Saxe, David Basista, and Steve Balazs, members of the Architectural Review Board; and Ms. Dawn Bishop, Interim Clerk of Council.

ABSENT: None

*****THERE IS NO AUDIO RECORDING FOR THIS MEETING as it was a round table discussion led by Ms. Baker and Ms. Nozik.**

Ms. Nozik of Brandstetter Carroll, Inc. and Ms. Baker had several large picture boards for Council and the Architectural Review Board's viewing.

A summary of the roundtable discussion was provided to the Clerk by Ms. Nozik:

SEE ATTACHMENT #1

Mayor Fiala stated we are out of time, thanked Ms. Nozik and adjourned the Council Work Session at 7:25 p.m.

Dawn Bishop
Interim Clerk of Council

Jerry T. Fiala
Mayor and President of Council

**CONFERENCE MEMORANDUM
KENT ADMINISTRATION BUILDING
PROJECT NO. 18023**

CITY COUNCIL MEETING: ROUNDTABLE DISCUSSION



February 20, 2019

On February 7, 2019 representatives from BCI (Nancy Nozik and Rick Parker) were led on a tour of downtown Kent by Howard Boyle. The purpose was to look at examples of architectural elements and discuss some of the history of the building development in the downtown area. The intent is for BCI to incorporate some of these elements into the design of the City Hall building.

At tonight's Council meeting, BCI shared revised exterior views of the proposed City Hall building that begin to incorporate other architectural elements as well as responding to previous comments from Council and design committee members on both the exterior and interior layout of the building.

Please note, the entire building elevations have not been fully designed. We are still in schematic design, and are developing certain areas of the design and haven't addressed other areas. The desire is to determine if the design is moving in the right direction.

EXTERIOR COMMENTS:

- H. Boyle thinks the revised building is attractive.
 - The arched window at Council Chambers, to be implemented on both the west and east sides, is dramatic.
 - Do not like the dark gray brick at the 3rd level.
 - Do not like the horizontal window band at the 3rd level.
 - Would prefer to extend the vertical motif from the first two levels all the way up.
 - The stone arch top could be all brick, as well as other window headers.
- Can we build over the Council Chambers, making the entire building 3 floors?
 - This has been discussed in the design meetings. There is an opportunity to build a 3rd floor on the south wing, even if it is just constructed as "shell space" and not fully finished. This would become future expansion space.
 - Other options discussed for this area are a green roof, roof patio, solar panel array, etc.
- The location of the "sign board" has not been resolved. Preferably it will be in a prominent location on the corner.
- Would like to see more brick – especially on the corner element.
- Would like to see more arched elements.
- The lower "colonnade" element at the curved corner seems heavy – looks like teeth.
- Make the LEED elements visible. Want the public to see a variety of sustainable design elements.
- The entry at the First Level from the parking lot will be designed to reflect the main entry at the street level. It will have as much prominence as the street level entry.

PLAN LAYOUT COMMENTS:

- It would be good for the Executive Conference Room to open to the Public Lobby so it can be used for community meetings.
- Consider the location of the elevator in relation to the entry door on the First Level. Do not want physically challenged people to have to walk too far to get to the elevator.
- The public restrooms in the lobby on the First Level are blocking too much of the view into the Council Chambers. See if this can be opened up more.
- Public Lobby / Atrium space:
 - do we need the entire space to be 2-story? Can we keep an open area towards the street/glass, and utilize more space on the second floor?
 - This space seems either too small or too large. Not the right size for events.

ATTACHMENT #1

- Determine the best location for the wall between the Public Lobby/Atrium and the interior Lobby.
 - Consider operable glass doors so the two lobbies can be opened into one large space.
- Can we have a reception desk at the First Floor lobby? To direct people and be able to notify departments if a visitor is on their way.
- Overall size:
 - Is the overall size (square footage) too large? There are “unassigned” spaces currently, and multiple conference rooms. Is there a way to scale it back?
 - However, extra conference rooms would be used and give flexibility to become other spaces.
 - Build as much space as we can now.
 - Are there other departments that could/should move into this building?
 - Community Development, Engineering, Building, and Service – all work together and operate efficiently where they are.
 - Health Department has very specific needs and operates differently than the administration departments. They require a significant amount of space, and need a separate entrance. It has been determined that they can better serve the public in a separate location.
- Site elements:
 - Flagpoles at the street corner, not at the parking lot. Must be highly visible.
 - Bike racks.
 - Consider solar canopies at the parking lot, with electric vehicle charging stations.

Nancy Nozik

**THE CITY OF KENT, OHIO
PUBLIC HEARING
WEDNESDAY, FEBRUARY 20, 2019**

At 7:30 p.m., Mayor Jerry T. Fiala called the **Public Hearing for the Program Year 2019 Community Housing Impact and Preservation (CHIP) Program Grant Application**. Roll Call was taken.

PRESENT: Mr. Jack Amrhein, Mr. Michael DeLeone, Mr. Garret Ferrara, Mr. John Kuhar, Ms. Gwen Rosenberg, Ms. Heidi Shaffer, Mr. Roger Sidoti, Mr. Robin Turner, and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Mr. Jim Bowling, City Engineer; Mr. Dave Coffee, Budget & Finance Director; Ms. Melanie Baker, Public Service Director; Mr. John Idone, Park and Recreation Director; and Dawn Bishop, Interim Clerk of Council.

ABSENT:

In accordance with Article XII, Section 12.05 of the Kent City Charter, notice was given on Wednesday January 28, 2019, that the Kent City Council was conducting this Public Hearing to allow for public comment *Program Year 2019 Community Housing Impact and Preservation (CHIP) Program Grant Application*.

Mr. Susel briefly announced this is the first of 2 planned Public Hearings for the Community Housing Impact and Preservation Program, also known as CHIP, which is funded through the State of Ohio Department of Services Agency. The public hearing is to solicit comments from the public regarding the city's intent to submit a grant application in 2019. The main objective of the CHIP program is to fund activities and projects that are housing related to benefit low to moderate income persons within the city. The city has used this grant historically to fund its owner-occupied housing rehabilitation program and the intent for this grant is to submit for the same type of programming.

Mayor Fiala asked for comments from the audience. There were no comments.

Hearing no further business, Mayor Fiala adjourned the Public Hearing meeting at 7:31 p.m.

Dawn Bishop
Interim Clerk of Council

Jerry T. Fiala
Mayor and President of Council

**THE CITY OF KENT, OHIO
PUBLIC HEARING
WEDNESDAY, FEBRUARY 20, 2019**

At 7:28 p.m., Mayor Jerry T. Fiala called the **Public Hearing for the Community Development Block Grant Program (CDBG) Program Year (PY) 2019 Annual Action Plan** to order. Roll call was taken.

PRESENT: Mr. Jack Amrhein, Mr. Michael DeLeone, Mr. Garret Ferrara, Mr. John Kuhar, Ms. Gwen Rosenberg, Ms. Heidi Shaffer, Mr. Roger Sidoti, Mr. Robin Turner, and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Mr. Jim Bowling, City Engineer; Mr. Dave Coffee, Budget & Finance Director; Ms. Melanie Baker, Public Service Director; Mr. John Idone, Park and Recreation Director; and Dawn Bishop, Interim Clerk of Council.

ABSENT:

In accordance with Article XII, Section 12.05 of the Kent City Charter, notice was given on Wednesday January 28, 2019, that the Kent City Council was conducting this Public Hearing to allow for public comment on *the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) PROGRAM YEAR (PY) 2019 ANNUAL ACTION PLAN*.

Mr. Susel briefly announced this is the first of 2 planned Public Hearings for the CDBG Program Year 2019 Annual Action Plan. Some of the programs involved are to assist low to moderate income persons within the city. To date, the city has not been informed from the US Department of Housing and Urban Development have not been informed of the amount to be allocated to the program. They are anticipating level funding \$277,500.

Mayor Fiala asked for comments from the audience. There were no comments.

Hearing no further business, Mayor Fiala adjourned the Public Hearing at meeting at 7:30 p.m.

Dawn Bishop
Interim Clerk of Council

Jerry T. Fiala
Mayor and President of Council

**THE CITY OF KENT, OHIO
COMMITTEE OF THE WHOLE
WEDNESDAY, MARCH 6, 2019**

Mayor Fiala called the Committee of the Whole meeting of Kent City Council to order at 8:16 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Ms. Gwen Rosenberg; Ms. Heidi Shaffer; Mr. Roger Sidoti; Mr. Robin Turner; and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Police Chief Michelle Lee; Ms. Melanie Baker, Public Service Director; Mr. Jim Bowling, City Engineer; Fire Chief John Tosko; Ms. Dawn Bishop, Interim Clerk of Council.

ABSENT: Mr. John Kuhar

There were two (2) items on the Agenda.

1. Consideration of Resolution on Fracking Water Used as Brine Mix on Ohio Roads

Mr. Ruller said after Ms. Jones checked on the status of the bills discussed at the last Council meeting, there are no longer any bills pending and have not been reintroduced. Thus there is not necessarily an immediate resolution to be passed.

Mr. Fiala said maybe if the Council chose to send communication, it may just serve as a reminder and a call to action by the State.

Ms. Jones said House Bill 393 passed in the House, it was sent over to the Senate (Senate Bill 165) and the Senate assigned it to a committee. Both were introduced in the 132nd General Assembly which ended December 31. Because there was no official action or final action taken and passed as a law and sent to the governor, both bills died. Ms. Jones contacted Legislative Services Commission and they have not been reintroduced at this point and she will also keep an eye on that for Council.

Ms. Wallach said it was a good idea just to let our representatives know we don't want to see it reintroduced, and could we do that, send a letter saying keep this out of consideration.

Mr. Sidoti asked if Ms. Jones gets wind it's being reintroduced, could Council then pull out that resolution.

Ms. Jones said absolutely.

Mr. Austin Bashore of 1067 S. Lincoln Street, Kent brought copies of the bill introduced to Senate and confirmed it is dead. "It was killed in committee but that doesn't mean it can't be revived." He said when approved in the House it was approved by a strong margin and that does scare him. Speaking of using fracking water as brine, Mr. Bashore pointed out an Ohio Revised Code 1509.226 that will help fighting any bills, should they be introduced in the House. Mr. Bashore brought up beet juice as a deicing agent. Mr. Bashore said a big concern in the area is the fracking industry. "Portage County is the biggest place where fracking waste is disposed in the State of Ohio. We are the capital of fracking waste disposal. And I believe in Kent we can start to fight against that."

Ms. Lorraine McCarty of 210 Orchard Street, Kent read her prepared statement **Attachment #1**

Ms. Barbara Tittle of 909 Middlebury, Kent thinks there should be a “differentiation in fracking waste water made into brine that may contain radium, a natural product from the ground in a more concentrated form, and regular plain old salt water brine like we use on olives and pickles...and roads.” She continued with she “agrees, we don’t need to be spreading around more radium on top of the ground when it came way down deep, but shouldn’t be confused when generically using the term ‘brine’ and confuse it with salt water.”

Mr. David Mansbery of 7033 Mill Road, Brecksville, President of AquaSalina Nature’s Own Source, wanted to speak as a form “of outreach and education on what the product is and what it is not. The first thing it is not, is fracking brine. It is not fracking waste, fracking material, fracking anything. It has nothing to do with the hydraulic fracturing process or the waters that are injected into the earth that form the flow back water or a fracking byproduct or fracking waste. Frack water by its own design is typically fresh water introduced into a formation to connect and create permeability into it. Fresh water as it comes back will have some salts in it, but it is not suitable for use as a deicer. It is still fresh water. Fresh water does not melt ice, we have no interest in taking any frack water into any of our facilities. We do not accept frack water in our facilities.” Mr. Mansbery continued with what AquaSalina is “400 million years ago this was an ocean, and in that ocean was the Solarian Sea. Prior to the development of oil and gas. Sea water is now entrapped in rocks down below the ocean. Yes it does come up with oil and gas production. But it is the natural, native ancient sea water brought up in the process. It has nothing to do with fracking/fracking waste.” AquaSalina “Takes this water and puts it through a filtration process. It’s a multi-step filtration process. There is a plant in Mogadore, OH and a plant in Cleveland.” Mr. Mansbery said they have talked to the Sierra Club and the Ohio Environmental Council where they told them they are recycling and repurposing water that would otherwise go into injection wells. He said they went on the same sort of education talks four years ago in regards to Benzene and now it’s regarding pCi/Kg. Mr. Mansbery spoke on both **Attachment #2** comparing AquaSalina to everyday items/foods. He also reminded everyone that AquaSalina is not a food substance and that the report that everyone sites is in error. “They took samples from different things, didn’t identify the source, have no idea where they came from, and every well has a distinct signature. So you have got to chase (one) well and follow it all the way through the process before evaluating in the chemical lab. What they fail to site is ‘further testing necessary.’ Further testing was necessary because they came to us and said ‘we’re sorry, we didn’t do it the right way’ and put it back on us to develop a testing procedure.” They have spent over \$100,000 correcting that mistake and are halfway through the testing program right now. The product has been tested at the University of Akron, Temple University, and others and deemed a safe product. He had a decree from Cuyahoga County Court saying ‘defendants are prohibited and enjoined from referring to, describing, or implying AquaSalina or any synonym for as frack water, fracking waste, frack waste, fracking byproduct, toxic, carcinogenic, cancer-causing, poisonous, or radioactive.’ Mr. Mansbery said “we acknowledge it has normally occurring radioactive levels.”

Mr. Fiala said very educational and gave Mr. Mansbery one more comment.

Mr. Mansbery said it is “illegal right now in the State of Ohio currently and it’s not being changed to be put frack water on the road. It is illegal. It is not even possible to do. From our standpoint, it’s illegal...but it’s fresh water, doesn’t melt ice, and there is no economic incentive to bring that into our facility.”

Ms. Cathy Schuman of Franklin Township was only curious is AquaSalina being sprayed on the roadways.

Mr. Fiala said we aren’t debating this now. Mr. Fiala said he asked around at the last mayor’s meeting he was at and nobody in the area was using it.

Ms. Schuman said this Nature’s Bounty wants to only have testing four times a year and don’t want to have any paperwork and want the drivers not to do a bit of paperwork.

Mr. Fiala said they are aware of what is going on in the House and are keeping an eye on it.

2. Consolidate and Update the Pending List

Mayor Fiala asked Mr. Ruller what items can come off the Administration Column of Council's Pending List. Mr. Ruller provided an overview and his recommendation for each item in his City Manager's Communication to Council dated February 27, 2019. His recommendations were to remove Item Nos. 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.

ADMINISTRATION ***(City Manager)***

- 1) Study of pedestrians and vehicles, with consideration for four-way stop signs or a method for making pedestrians cross safer in the downtown area (4/14 & 2/16) *HS*; Crosswalk/curb @ N. Water Street/Portage St. (4/15 & 2/16) *JK*. (Combined 2/17)
- 2) Sustainability Commission to come up with at least ten actions that can be adopted to fend off global warming, posting the same with the media (7/14 & 2/16) *TW*; Further discussions on sustainability (7/16) *HS*. (Combined 2/17)
- 3) Placement of City checkbook online (3/15 & 2/16) *GF*
- 4) To review the cost to fix the known sidewalk problems and to come up with a more comprehensive plan (11/15) *HS*
- 5) Possible sponsorship of Syrian family (12/15) *TW*; Kent as a Compassionate City (7/16) (Combined 2/17)
- 6) Pedestrians crossing SR 261 (7/16) *HS*
- 7) Zoning Adjustment (9/16)
- 8) Area at Police Station for residents to conduct safe "on-line" transactions (5/17) *MD*
- 9) Senior Housing Discussion (6/17) *TW*
- 10) Sidewalk repair for City tree-lawn caused problems (9/17) *HS*
- 11) Look into creating a Senior Center Advisory Committee after the *Election* (10/17) *GF & RS*
- 12) Formalize a city staff meeting with the Kent State University staff (12/17) *TW*
- 13) Hazardous Waste Drop - Site Partnership with Summit County (5/18) *GF*
- 14) Review Pet Chickens with assistance from Sustainability Commission (5/18) *GR*; Bring forward proposed legislation (8/18) *HS*
- 15) SR43 South Corridor Sidewalk Uplift (5/18) *HS*
- 16) Verbatim Transcription of Visitors' Comments (8/18) *RS* - **TABLED UNTIL NEW CITY HALL TECHNOLOGY DISCUSSED**

MOTION TO KEEP ITEM NUMBER 1 ON COUNCIL'S PENDING LIST made by Ms. Shaffer, seconded by Ms. Rosenberg, and CARRIED by a voice vote of 8-0.

Items 1, 2, 3, 4, 5, and 11 are remaining on the pending list.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 6 ON COUNCIL'S PENDING LIST made by Mr. Ferrara, seconded by Mr. DeLeone and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 7 ON COUNCIL'S PENDING LIST made by Ms. Rosenberg, seconded by Mr. Amrhein, and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 8 ON COUNCIL'S PENDING LIST made by Mr. DeLeone, seconded by Mr. Ferrara, and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 9 ON COUNCIL'S PENDING LIST made by Mr. Ferrara, seconded by Mr. Turner, and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 10, KEEP ITEM 11 ON COUNCIL'S PENDING LIST made by Ms. Shaffer, seconded by Mr. Ferrara, and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 12 ON COUNCIL'S PENDING LIST made by Mr. Sidoti, seconded by Mr. Ferrara and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 13 ON COUNCIL'S PENDING LIST made by Ms. Rosenberg, seconded by Mr. DeLeone, and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 14 ON COUNCIL'S PENDING LIST made by Ms. Rosenberg, seconded by Mr. Ferrara, and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 15 ON COUNCIL'S PENDING LIST made by Ms. Shaffer, seconded by Mr. DeLeone, and CARRIED by a voice vote of 8-0.

MOTION TO APPROVE REMOVAL OF ITEM NUMBER 16 ON COUNCIL'S PENDING LIST made by Mr. Sidoti, seconded by Ms. Shaffer, and CARRIED by a voice vote of 8-0.

Hearing no further business before this Committee, Mayor Fiala adjourned the meeting at 9:03 p.m.

Dawn Bishop
Interim Clerk of Council

ACTION RECOMMENDED:

- 1) **APPROVE REMOVAL OF ITEM NUMBERS 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 FROM COUNCIL'S PENDING LIST**

I am worried about the use of brine that is radioactive on our roads. AquaSalina is billed as a 'natural' desalinator because it produced from brine from conventional wells and then goes thru a filtration process.

But scientist from ODNR's division of Oil and Gas Resources Management/Radiation Safety Section, and the Environmental Safety Section tested 144 Samples of AquaSalina from 6 locations in Summit, Cuyahoga, Tuscarawas and Guernsey Counties. All the samples continued elevation levels of radioactivity in excess of state limits for the discharge of radioactive materials. Their 7 page report notes that AquaSalina also exceeded the drinking water limits for Radium 226 and Radium 228 by a factor of 300. And the Sierra Club reports that pre and post sampling of AquaSalina obtained from their Cleveland production facility showed a 45% increase concentration of combined Radium 226/228 after processing, and a 92% increase in a second sampling. And this product can be purchased from retail stores. A container purchased from Hartsville Hardware was at 2,491 pCi/L while the safe drinking water limits are 5 pCi/L and Ohio's effluent discharge limit is 60pCi/L.

They highly discouraged any human consumption of any amount of Aqua Salina. And these heavy metals and radiological accumulate in the soil and over the long term become a problem for drinking water.

While our state legislators who are trying to ease regulations on AquaSalina say they don't want to hurt the environment, they rejected the findings of the above mentioned report. Meanwhile the Department of Transportation is using AquaSalina in 10 of the state's 12 districts, but say they do not use it in large quantities. Last year they used 1 million gallons of AquaSalina and then only in sub-zero temperatures, and 10 million gallons of other deicers, primarily rock salt and their own brine of water and salt.

ODNR is continuing to assess AquaSalina, but the report raises questions about the threat AquaSalina poses.

And what the state lawmakers propose (HB393 and SB165) won't help. It defines oil and gas waste from a vertically fracked well as a commodity if the seller proves that some contaminants are removed and not expected to damage or injury public health, safety or the environment. It puts ODOT in charge of certifying this, and gives automatic approval to use the commodity if their product is on the pacific northwest snow fighters qualified products list (which only tests for 11 pollutants, excluding radioactive materials, volatile organic compounds, or even oil ad grease. And it limits sampling by ODNR to no more than 4 per year. And to top it all off, it removes local government approval and forbids the ODNR from issuing any rules whatsoever that would place additional safeguards on approved commodities. *lets hope this doesn't pass.*

Personally, I don't think anything radioactive should be applied to our roads. Yes, road safety is important. But this method of recycling brine water doesn't seem to be safe for the public and the environment at this time and I hope we don't use it in Kent.

SourceThe Plain Dealer, February 10, 2019; Ohio Sierra Club website.

BENZENE

AquaSalina Liquid Deicer 7-9.32 Parts Per Billion (ppb)

BENZENE IN EVERYDAY FOODS ~ Parts Per Billion (ppb)

AS REPORTED BY THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ~ AGENCY FOR

TOXIC SUBSTANCES AND DISEASE REGISTRY 2007



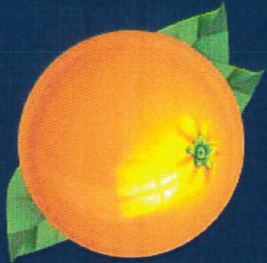
Cheese Pepperoni Pizza
8-30 ppb



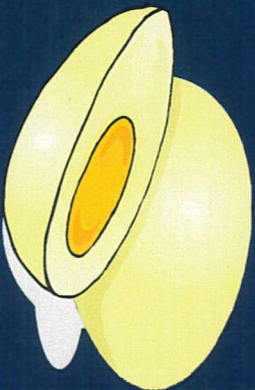
Cheddar Cheese
20-47 ppb



Banana
11-132 ppb



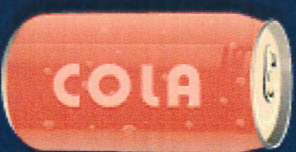
Orange (raw)
2-56 ppb



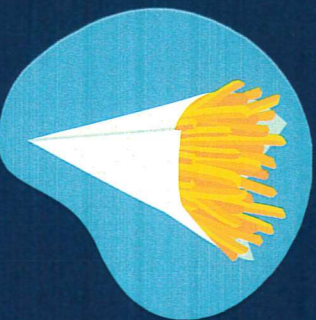
Hardboiled Egg
500-1900 ppb



Ground Beef
9-190 ppb



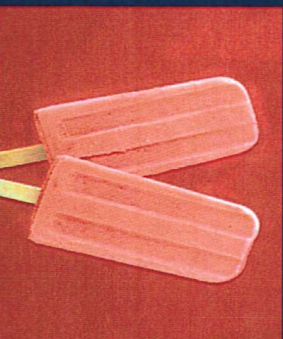
Carbonated Cola
1-138 ppb



French Fries (fast food)
2-56 ppb



Chocolate Chip Cookie
1-8 ppb



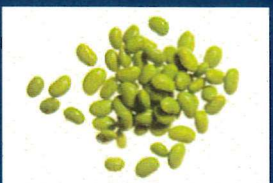
Popsicle
1-10 ppb

AquaSalina Liquid Deicers vs. Radioactive Food Sources

10 Common Radioactive Foods ~ pCi/kilogram by www.ThoughtCo.com Updated December 24, 2018



Brazil Nuts
6,600 pCi/k



Lima Beans
4,640 pCi/k



Bananas
3,520 pCi/k



Carrots
3,400 pCi/k



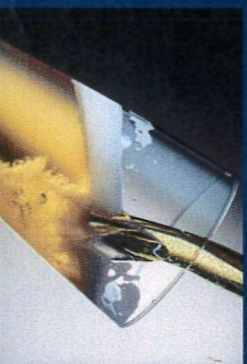
White Potatoes
3,400 pCi/k



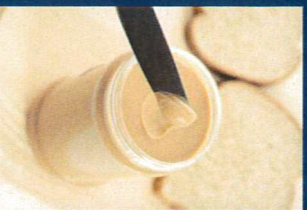
Low Sodium Table Salt
3,000 pCi/k



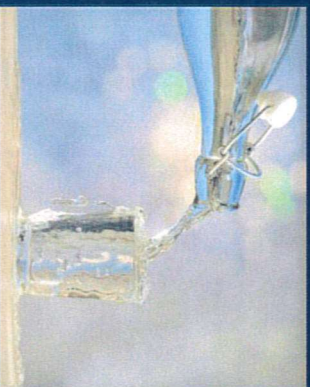
Red Meat
3,000 pCi/k



Beer
390 pCi/k



Peanut Butter
0.12 pCi/l



Drinking Water
0.17 pCi/l

AQUASALINA LIQUID DEICERS:

Processed: 1,841-2,365 pCi/l Pace 12/27/2018
Unprocessed: 2,943-3,597 pCi/l Pace 12/31/2018

**THE CITY OF KENT, OHIO
COMMUNITY DEVELOPMENT COMMITTEE
WEDNESDAY, March 6, 2019**

Vice-Chair Gwen Rosenberg called the meeting of the Community Development Committee of Kent City Council to order at 7:20 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Ms. Gwen Rosenberg; Ms. Heidi Shaffer; Mr. Roger Sidoti; Mr. Robin Turner; and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Police Chief Michelle Lee; Ms. Melanie Baker, Public Service Director; Mr. Jim Bowling, City Engineer; Fire Chief John Tosko; Ms. Dawn Bishop, Interim Clerk of Council.

ABSENT: Mr. John Kuhar

There were seven (7) items on the Agenda.

1. County Solid Waste Plan Update

Mr. Ruller said it's that time of year and Portage County Solid Waste Management has asked other cities to approve and that is the intent here, for council to approve the plan.

Ms. Baker commends the District on a well written report and noted some improvements on where the EPA left them five years ago. "While the industry appears to be somewhat volatile at this time, the District has taken into consideration their existing facility and its capabilities. While the EPA is projecting a waste generation decrease, the plan indicated an increase in recycling. This projection is due to the increase in housing developments in Aurora, Streetsboro, Rootstown and Brimfield and the conversion of some communities from drop off to curbside recycling." She continued "After a lengthy review and a meeting with Bill Stiner, I believe that this is a comprehensive plan detailed for the whole County and should be beneficial to residential, commercial, and industrial waste generators. This plan preserves the existing plans of the District and allows for greater control of activities in the future."

Ms. Shaffer asked if Mr. Bill Steiner had anything to add.

Mr. Steiner of Portage County Solid Waste Management District said basically every five years they are required by the Ohio Revised Code to update this plan and also are required to project costs and revenue out twenty years, which is very difficult to do. Mr. Steiner said they hope to get this ratified and unlike last year which was kind of contentious this year so far they've only had one village with a "no" vote and not ratify it, but that village is only 1% of their population. He had just received word that Ravenna recently ratified this. They are in need of 75% for ratification.

Mr. Sidoti asked if he thought single stream recycling has undermined the spirit and environmental goals of recycling.

Mr. Steiner said he hopes with outreach and education that will not be the case, such as used paper plates from a picnic are not paper and plastic bags of any type are detrimental to the operation. If anything he said he thinks this will help them clean up their stream and when markets come back they will be in a better position. Right now Portage County's processor gets the cleanest material from Portage County, which is right around 15%. He'd like to push that down to 10%. Through the years of dual stream recycling they have brought in a lot of communities that never had curbside. That could have up ticked it. Their guys do

a great job of looking at carts coming in, i.e. if a roll of carpeting is sticking out of it, chances are good you aren't going to get serviced. He doesn't advocate for fines, believing it drives people the other way, but rather treating people gently with reminders of what is recyclable through them. He believes single stream is here to stay. The largest positive for them is it has dropped BWC claims down to zero from when they were the second highest in the county behind the sheriff department.

Mr. Sidoti said there seems to be a lot of confusion about is glass recyclable.

Mr. Steiner said yes, glass is here to stay. He has met with Waste Management and said look, this county has been recycling glass since the early 90s and to expect them to stop is going to be impossible on your best day. It's in contracts, you're going to have to honor it. The agreement is glass is here to stay, it's always been a negative to process but it will be built in to the rate structure. They still recycle it at a facility outside of Pittsburgh. They were very specific that anything deemed recyclable cannot go into landfills without the written consent from the board of commissioners.

Ms. Wallach asked if Hiram Village approved the plan.

Mr. Steiner said they haven't heard from them yet but Hiram Township did.

Barbara Tittle of 909 Middlebury in Kent said Mr. Sidoti cleared up some of the confusion about glass but when visiting some township meetings, she heard Mr. Steiner explain recyclable plastics as 1 & 2 but only a bottle or jug. After checking her dinner trays marked 1s, if she rinsed it, would it be a problem recycling those.

Mr. Steiner said no, that shouldn't be a problem

Ms. Tittle asked in conclusion of Mr. Steiner, he probably thinks he tells people over and over what is and is not recyclable, but will there be more outreach/education on that for clarification.

Mr. Steiner said there is a grant request with the Ohio EPA for outreach and awareness and whether or not they get that grant, there will be something coming out for outreach and awareness. There will still come a time where they will have to stop servicing some customers. After education and individual warnings, they figure after the third or fourth time and a letter from the Environmental Compliance Officer, they will notify whatever political entity, city, township, etc., and stop service and here's why.

Ms. Wallach asked if a cart isn't serviced anymore, will they still pay the fee

Mr. Steiner said yes because people don't want to pay for something they don't use, so hopefully by the third warning letter it's a wakeup call. That letter has Portage County Sheriff Office on the return address from our Environmental Compliance Officer. They don't want to go that route but there is a small group that pushes to that.

MOTION TO APPROVE THE COUNTY SOLID WASTE PLAN, AND DECLARING AN EMERGENCY
made by Ms. Shaffer, seconded by Ms. Wallach, CARRIED by a voice vote of 8-0.

2. TREX Liquor Permit D1 257 N. Water Street Request

Mr. Ruller said it's probably been a couple years since they've had one of these. There is a certain amount of liquor licenses allocated by the state per jurisdiction and Kent has exceeded theirs. There is a petition to bring a liquor license from elsewhere into the City of Kent and Council adopted a strategy/criteria of any business that would be asking to bring in a liquor permit.

Ms. Susel said the City adopted back in 2013 a policy to allow for TREX license process, which allows a business to acquire a license from another jurisdiction and TREX it into the city as long as it met guidelines established by Council. The first TREX request is from Twisted Root which is the business putting in a semi-new building at 257 N. Water Street where Standing Rock Cultural Arts used to be. They are taking the whole building off the back, keeping the front façade with improvements, and building a commercial

space. They have not identified to the City a tenant yet but anticipate a tenant of a food service and/or drinking establishment. The TREX is a class D1 to allow for on premises beer consumption, as well as carry out until 1am. They have met all criteria. The average per square foot improvement is \$185, the requirement is \$175; they are in the Downtown District.

Ms. Wallach asked if there were any requirements about developing jobs.

Ms. Susel said no, this did not have that. Back when this happened, the State said a city can define an economic development project. It was very nebulous and at that time Dan Smith worked with some of us and put together at first a very onerous plan based on others as it came very quickly and then looking at different models, we defined these guidelines. This has worked well for the City of Kent and all the licenses that have been TREX'ed in, this will be the fifth, but the previous four all agreements are still in place. One had transferred to a new ownership after having come back to Council. The process does seem to be working.

Mr. DeLeone asked if there were limits to how many would be accepted.

Ms. Susel said yes, the very first one had limits; she thought three within the first year or eighteen month period. There was a concern we might get a rush so there were more stringent standards at first. Council could put a cap in the future but it has not become an issue. Council put this into effect in 2013 and this is just now looking at the fifth one.

Mr. Sidoti said he remembers the original meetings about this and there was a certain philosophy they came up with, and he asked of Ms. Susel as the Community Development Director did she believe this is meeting that original goal.

Ms. Susel said definitely. She does believe the investment has been a really good barometer of a business' success. Her concern and Dan Smith's concern at the time was that if we didn't establish where you had some "skin in the game for lack of a better word, you could use it as a way to bring in a liquor license and flip it as people do with homes." She said this criteria has worked well and every company she has brought to Council with a TREX request she has been supportive of, as she is with this one.

Ms. Shaffer said she hopes this business will help revitalize the area.

Ms. Wallach is also very excited about this coming to pass as the building has been there a long time and as she was involved with the Kent Wells Sherman House, they have all been very anxious with what will be developed there, and are very excited about this.

No further questions or comments from Council or the Audience.

MOTION TO APPROVE THE TREX LIQUOR PERMIT REQUEST D1 FOR 257 N WATER STREET, AND DECLARING AN EMERGENCY made by Mr. Sidoti, seconded by Ms. Shaffer, CARRIED by a voice vote of 8-0.

3. TREX Liquor Permit 911 N. Mantua Street Request

Ms. Susel said this request is for River Merchant and for those not aware, Riverside Wine has been purchased. Cameron Thomas and Charlie Thomas have acquired the building and are redeveloping the building and between acquisition and improvements we are looking at a minimum of \$400 per square foot investment. They are TREXing in a D3 to allow for spirit sales until 1AM and although they have not identified business hours, they do not anticipate being open late. The one guideline not met is it is not in the Commercial-Downtown District; however, these are just guidelines and the administration is in support of this TREX. Riverside has been closed/vacant since July 2016.

Mr. Ferrara said he's sure Council wants to support further expansion of the business that Charlie Thomas has and the fact that he wants to stay and reinvest in the community is a testament to his business. He's happy to support the motion.

MOTION TO APPROVE THE TREX LIQUOR LICENSE REQUEST D3 FOR 911 N. MANTUA, AND DECLARING AN EMERGENCY made by Mr. Sidoti, seconded by Mr. Ferrara, CARRIED by a voice vote of 8-0.

4. JAYCEES New Craft Beer Event Street Closure Request

Mr. Wicks is asking for Council approval to temporarily close N. Water Street from Main to Portage for the 1st annual Kent Craft Beer Fest planned for Saturday May 18th.

Mr. Colin Boyle from the Kent Jaycees and Hometown Bank said the Jaycees wanted to spearhead another event downtown that would be an event where they could raise funds for the Jaycees as a whole. Generally their events go to a specific beneficiary for each event but this would go to create a foundation fund to maintain the Jaycees in Kent. Then hopefully when someone comes to the Jaycees for a charitable donation, instead of coming out of small funds of operations, it would come out of a slush fund per se to use for scholarships and that sort of thing.

Mr. Amrhein asked if the street closure couldn't be extended past Portage, as Portage is one way and when cars come down there is difficulty turning around. Could it not extend to Brady so that Bent Tree would be included, as they have expressed interest in being included?

Mr. Boyle didn't have a problem with that but thought that may be too much space as there are only thirteen breweries right now.

Chief Lee said maybe just block it off and have directional signs at Brady.

Mr. Amrhein reiterated that he knows Bent Tree wanted to be included and was just throwing that out there.

Ms. Wallach asked is there plans to continue annual, so maybe in the future when you get more breweries, then you can expand down to Bent Tree as they do feel left out in a lot of these activities. Heritage Festival was just extended to include them now.

Mr. Fiala asked if there were any food trucks or vendors going along with this.

Mr. Boyle said Grazers was being included, Roll Call, and also Burnside BBQ to keep it in Kent as much as possible. Due to the people they are expecting, between 750 -1000, they think those three could easily support that amount of people.

Mr. Sidoti said as far as traffic flow and Bent Tree, if they were to move closures down a block, they wouldn't necessarily have to use it all. They could put signs like the Chief mentioned for traffic.

Mr. Boyle said they could even slide the whole event down because they aren't using the bank plaza for music. They were going to use in front of the Mill for like Better Block used the space.

Mr. Sidoti that would help everyone if you kind of slid it down and redesigned it.

Mr. Boyle said yes, that would work for us.

Mr. Ferrara asked how they are marketing it.

Mr. Boyle said social media, everything. They are even creating a new website that will be live this weekend. It will take presale tickets.

No comments from the audience.

Mr. Sidoti said the Better Block really set off a lot of good ideas.

Mr. Amrhein wanted to thank the Jaycees for taking this on.

MOVE TO AUTHORIZE JAYCEES NEW CRAFT BEER EVENT STREET CLOSURE REQUEST FROM MAIN TO BRADY ALONG WATER ST, AND DECLARING AN EMERGENCY made by Mr. Ferrara, seconded by Ms. Wallach, CARRIED by a voice vote of 8-0.

5. City/Wick Poetry/KSU River Project Agreement

Mr. Bowling said this a unique opportunity with the Wick Poetry Center receiving National Endowment for the Arts Grants to celebrate the Cuyahoga River and action spurred from the fire on it fifty years ago. Wick Poetry Center has an interesting project that will bring the community together around the river and provide visitors with a greater awareness of the community and it's consistent with Community Arts Plan and the One Kent Initiative.

Mr. David Hassler from the Wick Poetry Center said they had received a major grant from the National Endowment for the Arts to use for creative writing workshops in the community to increase knowledge and awareness of the burning of the river and to dream the next fifty years. They've already been doing a lot of workshops with kids and community members in the area. The idea is to create a community poem around the theme of the river and create flat screens in some windows in businesses throughout downtown that would have a scroll of evolving and growing community poem that has short little stanzas and lines contributed by community members of all ages.

Mr. Hassler showed a prototype to Council of what was done with the Southwest Florida Community Foundation in Fort Myers. It's a "digital thread" where with your cell phone you can type in your own line and email it to yourself and to us. They collected lines from community members in Southwest Florida based on that idea of "where I'm from" and they collected 140 submissions. Then it was designed as a scrolling community poem that is on their website and will soon be a forty foot long mural in their building. The idea in Kent is to do this close to real time, with a one day delay or so, and collect voices from the community about the river and the river's health; and on the back end putting it on the flat screen with an existing very visually attractive background that the design firm on N. Water Street will design for them. With the fiftieth anniversary of the river's burning, there is a lot of attention from areas from Cleveland, Akron, Cuyahoga Falls, but this will be something unique to Kent. He expects a lot of national and international media attention in June 2019.

Ms. Shaffer said the city will contribute \$20,000, and KSU will contribute \$20,000, and she is assuming Kent State is also contributing in kind labor.

Mr. Hassler said yes, that \$20,000 does not account for anybody's time. It's actually \$90,000 grant from the National Endowment for the Arts, which is one of the larges they gave in that cycle. The grant is a two year grant and they've been paying teachers, designs, an educator microsite, etc.

Mr. Ferrara thought this was a cool project worth the city's investment.

MOTION TO AUTHORIZE THE CITY/WICK POETRY/KSU RIVER PROJECT AGREEMENT, AND DECLARING AN EMERGENCY made by Mr. Ferrara, seconded by Ms. Shaffer, CARRIED by a voice vote of 8-0.

6. 2019 CHIP Grant Application Authorization

Mr. Dan Morganti, Grants and Neighborhood Program Coordinator, is looking for authorization to submit a CHIP grant application to the State of Ohio Development Services Agency's Officer of Community Development. The CHIP Program is a competitive grant application process that provides funding for housing related activities that promote safe and decent housing for low and moderate income persons. The City has been a recipient of CHIP funds in prior funding cycles and has utilized the grant primarily for owner-occupied housing rehabilitation projects. The City's current proposal is still within the public comment phase

of development, but staff anticipates seeking funding to allow for the continuation of owner-occupied housing rehabilitation activities.

Ms. Wallach made the comment that when she first came to Kent as a young professional she used the CHIP program and thinks it is an excellent program.

MOTION TO AUTHORIZE THE 2019 CHIP GRANT APPLICATION, AND DECLARING AN EMERGENCY made by Mr. Ferrara, seconded by Mr. Amrhein, CARRIED by a voice vote of 8-0.

7. Proposed 2019 CDBG Action Plan Presentation

Mr. Dan Morganti spoke on **Attachment #1**. The Community Development Department is preparing the City's funding request for the PY2019 CDBG Program. The funding request is submitted to the US Department of Housing and Urban Development (HUD) in June on an annual basis. Seven project proposals were received seeking CDBG funding assistance. This plan was presented at the committee meeting to allow for discussion but there will be a second public hearing for the draft plan before asking for formal approval in May.

Mr. Fiala asked what kind of feedback does the City get about how people are spending their money.

Mr. Morganti said there are funding outlines to show all the compliance steps needed to ensure the money was spent within HUD guidelines.

Ms. Shaffer asked who oversees the accountability for fair housing.

Mr. Morganti said HUD has a designated Fair Housing Office and they would oversee Fair Housing Contact Services because they also receive HUD Funding. Also given they are a subcontractor, the City oversees them and works very closely with them and reports with every billing and are monitored as well.

No further comments from Council or the audience.

Hearing no further business before this Committee, the meeting was adjourned at 8:13 p.m.

Dawn Bishop
Interim Clerk of Council

ACTION RECOMMENDED:

- 1) **APPROVE THE COUNTY SOLID WASTE PLAN**
- 2) **APPROVE TREX LIQUOR PERMIT REQUEST D1 257 N. WATER STREET**
- 3) **APPROVE TREX LIQUOR PERMIT REQUEST D3 911 N. STREET**
- 4) **AUTHORIZE JAYCEES CRAFT BEER EVENT STREET CLOSURE**
- 5) **AUTHORIZE THE CITY/WICK POETRY/KSU RIVER PROJECT AGREEMENT**
- 6) **AUTHORIZE 2019 CHIP GRANT APPLICATION**



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

Date: February 26, 2019

To: Dave Ruller, City Manager

Cc: Hope Jones, Law Director
Bridget Susel, Community Development Director
Dawn Bishop, Interim Clerk of Council
PY2019 CDBG Action Plan File

From: Dan Morganti, Grants & Neighborhood Program Coordinator *[Signature]*

Re: PY2019 CDBG Funding & Project Recommendations

The Community Development Department is preparing the City's funding request for the PY2019 Community Development Block Grant Program (CDBG). The funding request is submitted to the U.S. Department of Housing and Urban Development (HUD) in June on an annual basis and must include a list of proposed projects that will be implemented with CDBG funding during the year. The City's funding amount has not yet been determined by HUD, but it is anticipated the City will receive near the same level of CDBG funding as last year, which was \$277,478. A total of seven (7) project proposals were received seeking CDBG funding assistance in response to the City's publically issued request for proposals. The total amount of funding requested was \$338,000. Based on a review of these proposals and in consideration of all applicable CDBG regulatory requirements, staff is recommending Council approval of the below projects and amounts at its May meeting. As done in years past, discussion of the staff recommended projects is being requested at the March 6th Committee meeting, but formal approval is not requested until May. This schedule allows time for a public comment period and a second public hearing to be held on the draft plan prior to its formal authorization by Council.

1. City of Kent, Engineering Department – Walnut Street Reconstruction

This activity provides funding to assist with the design and full depth reconstruction of Walnut Street from Cherry Street to Dodge Street. The work involves new sidewalks, concrete curb and gutter, a waterline replacement and storm sewers to improve drainage along the roadway. This is a multi-year project with design set to take place in 2019 and construction being scheduled for 2020 (Phase 1 – Cherry to Harris) and 2021 (Phase 2 – Harris to Dodge).

Funding Requested: \$170,000
PY2018 CDBG Funding: \$106,000

Funding Recommended: \$130,000

2. City of Kent, Parks & Recreation – Hike/Bike Trail Design (Brady’s Leap Segment)

This activity will provide funding to assist with design costs associated with this segment of the trail that connects the Main Street Bridge area to the Fairchild Bridge area. Design costs are an eligible CDBG expense, but overall eligibility is contingent upon actual construction of the project. The design phase of the project is currently underway and construction of this portion of the trail is anticipated to take place in 2020.

Funding Requested: \$25,000

Funding Recommended: \$10,000

PY2018 CDBG Funding: \$10,000

3. City of Kent, Police Department – Neighborhood Policing Program

The Neighborhood Policing Program provides additional patrols and police visibility primarily in low-to-moderate income neighborhoods and in assisted housing complexes. The program has a goal of improving communication, trust and understanding between residents and the Police Department. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$24,000

Funding Recommended: \$18,000

PY2018 CDBG Funding: \$18,000

4. CAC of Portage County – Furnace Inspection/Targeted Replacement Program

The applicant is requesting funding from the CDBG program to continue its “Kent Furnace Inspection/Targeted Replacement Program” that provides inspections, tune-ups, or the replacement of failing or inefficient furnaces and/or hot water tanks for low-to-moderate income households.

Funding Requested: \$35,000

Funding Recommended: \$35,000

PY2018 CDBG Funding: \$35,000

5. Family & Community Services – Homeless Shelter Services

The Homeless Shelter Services program provides services at the M. Marie Miller Community House an emergency homeless shelter. Funding helps pay for shelter nights spent by Kent residents including needed case management, counseling and housing placement. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$15,000

Funding Recommended: \$15,000

PY2018 CDBG Funding: \$15,000

6. Family & Community Services – Kent Social Services Cold Storage Expansion

This project helps install a permanent walk-in cooler/freezer combination unit and its associated foundation construction, carpentry work and electrical upgrades. The expanded food storage, which will be affixed to the rear of the building, will help support increased demand in hot meals and food pantry assistance, as well as the ability to accept food donations in bulk quantities.

Funding Requested: \$50,000
PY2018 CDBG Funding: \$0

Funding Recommended: \$40,000

7. City of Kent, Community Development – Administration

These funds are used to cover grant administration costs such as the cost of staff, supplies, advertising, postage, copying, travel costs for trainings, and other related costs. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: \$0
PY2018 CDBG Funding: \$35,978

Funding Recommended: \$10,478

8. Fair Housing Contact Services– Fair Housing Services

These funds will be used to cover the costs associated with the provision of fair housing services. Fair Housing Contact Services provides counseling in the areas of housing discrimination and landlord-tenant issues. They also investigate fair housing complaints and provide a variety of public education and outreach services in the City. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: \$19,000
PY2018 CDBG Funding: \$19,000

Funding Recommended: \$19,000

A spreadsheet summarizing the requested and recommended funding amounts has been attached for review. Copies of all submitted PY2019 CDBG proposals also are available for review at the Community Development Department.

PY2019 CDBG Allocations (8/1/19 to 7/31/20)				
Applicant	Project	CDBG Request	Recommended Funding	Funds Awarded in PY2018
Engineering Department	Walnut Street Reconstruction	\$170,000	\$130,000	\$106,000
Parks & Recreation	Design of Hike/Bike Trail (Brady's Leap Segment)	\$25,000	\$10,000	\$10,000
Police Department	Neighborhood Policing Program	\$24,000	\$18,000	\$18,000
CAC of Portage County	Furnace Inspection/Targeted Replacement Program	\$35,000	\$35,000	\$35,000
Family & Community Services	Homeless Shelter Services	\$15,000	\$15,000	\$15,000
Family & Community Services	Kent Social Services Cold Storage Expansion	\$50,000	\$40,000	-
Community Development	Administration	\$0	\$10,478	\$35,978
Fair Housing Consultant	Fair Housing Services	\$19,000	\$19,000	\$19,000
TOTAL		\$338,000	\$277,478	
	2019 Allocation (Estimated):		\$277,478	
Public Service Cap (15%):	\$41,622		\$33,000	
Administration Cap (20%):	\$55,496		\$29,478	

Draft NO. 2019-23

AN ORDINANCE APPROVING PROPOSED CHANGES BY THE PORTAGE COUNTY SOLID WASTE MANAGEMENT DISTRICT, DRAFT 2019 SOLID WASTE MANAGEMENT PLAN, AND DECLARING AN EMERGENCY.

WHEREAS, the Portage County Solid Waste Management District has prepared their DRAFT 2019 Solid Waste Management Plan as required by the Ohio Revised Code; and

WHEREAS, the 2019 Plan is a ten (10) year plans as per the Ohio Revised Code; and

WHEREAS, the 2019 Plan calls for the District to continue to monitor their costs with a full financial review in seven (7) to eight (8) years; and

WHEREAS, many factors will be used for this study and review which include, but not limited to:

- the use of their existing facility;
- the condition of the markets for recyclables;
- the District's ability to hire and maintain staffing, and their overall financial status;
- the flexibility for the District to make sound business decisions in the future; and
- the monitoring of solid waste activates in the District.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby approve the proposed changes by the Portage County Solid Waste Management District, DRAFT 2019 Solid Waste Management Plan.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL
(SEAL)

AN ORDINANCE AUTHORIZING THE TRANSFER OF A TREX LIQUOR LICENSE INTO THE CITY OF KENT FOR TWISTED ROOT, LTD., AN OHIO LIMITED LIABILITY COMPANY, CONDITIONAL UPON THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENT, OHIO AND TWISTED ROOT, LTD., AND DECLARING AN EMERGENCY.

WHEREAS, Twisted Root, Ltd. has proposed the redevelopment of a portion of 257 North Water Street, Kent, Ohio, including, constructing approximately 4,400 square feet of new commercial tenant space for a food service and/or drinking establishment; and

WHEREAS, Twisted Root, Ltd. has asked Kent City Council to allow the transfer of a liquor license from outside of Kent, into the City, by the TREX process, for use at 257 North Water Street, Kent, Ohio; and

WHEREAS, the City of Kent, Ohio requires the approval of City Council to allow the transfer of a liquor license from outside of the City limits, for use within the City limits; and

WHEREAS, the City of Kent Council requires that certain economic development criteria be met and that a Development Agreement be executed, before Kent City Council will authorize the transfer of a liquor license into the City by the TREX process; and

WHEREAS, Twisted Root, Ltd. has indicated in its application to the City for the TREX liquor license transfer approval that it will do the following:

- a) Company will spend a minimum of \$185.00 per square foot for acquisition, construction and leasehold improvements of 257 North Water Street, Kent, Ohio; and
- b) Company will sell beer (class D-1 license) as well as other non-alcoholic beverages; and
- c) Company will not transfer the license or licenses within the City without prior approval from Kent City Council.

WHEREAS, the City of Kent may approve the transfer of a liquor license into the City if the redevelopment of properties that are currently blighted, deteriorated or underdevelopment/underused will occur; and

WHEREAS, the City of Kent, Ohio will only approve the transfer of a TREX liquor license into the City of Kent, Ohio if City Council retains the right to approve the future transfer of said liquor license to another individual, corporation, LLC or partnership located within the City and/or to a new owner at the same or new location within the City. Twisted Root, Ltd. may move the liquor license outside of the City limits without City Council's approval; and

WHEREAS, the Kent City Council also looks at the character of the principals of the applicant in making its decision to approve a TREX, as the City Council does not want applicants who will cause problems for the City in the future, negatively affecting economic development within the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Kent City Council hereby approves the Development Agreement with Twisted Root, Ltd., and the City Manager is hereby authorized to execute the Development Agreement on behalf of the City in substantial conformity with a copy of which is marked as Exhibit "A", attached hereto and incorporated herein.

SECTION 2. Conditional upon the execution of the Development Agreement attached hereto, the Kent City Council hereby approves the transfer of a D-1 liquor license into the City of Kent, Ohio via the TREX process, to be used by Twisted Root, Ltd. at 257 North Water Street, Kent, Ohio.

SECTION 3. 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 actions, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City, and for the further reason that this Ordinance is required to be immediately effective in order to induce the redevelopment to proceed, thereby eliminating blighted conditions and preventing the recurrence of those conditions, for which reasons and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____

Date

Jerry T. Fiala

Mayor and President of Council

EFFECTIVE: _____

Date

ATTEST: _____

Dawn Bishop

Interim Clerk of Council

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

DAWN BISHOP
INTERIM CLERK OF COUNCIL
(SEAL)

EXHIBIT A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2019, by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (hereinafter referred to as the “City”), and Twisted Root Ltd., an Ohio limited liability company (hereinafter referred to as the “Redeveloper”).

W I T N E S S E T H:

WHEREAS, the City has been active in the redevelopment and clearance of underdeveloped, blighted, and deteriorated areas in the City, and in this connection is engaged in carrying out the Downtown Urban Renewal Plan dated January 2001 (the “Urban Renewal Plan”); and

WHEREAS, the Redeveloper intends to develop the property located at 257 North Water Street, Kent, Ohio (the “Property”) by constructing approximately 4,400 square feet of commercial space, such improvements hereinafter referred to as the “Private Improvements;” and

WHEREAS, the City believes that the redevelopment of the Property with the Private Improvements pursuant to this Agreement and the fulfillment generally of this Agreement are in the best interests of the City and its residents, and are necessary to provide for the productive development and reuse of property, to provide for the creation of jobs and employment opportunities, and to improve the economic and general welfare of the people of the City; and

WHEREAS, the City has determined that it is in its best interests of the City and its citizens to aid the Redeveloper in the construction project; and

WHEREAS, the Redeveloper needs to acquire a permit in order to sell beer at said location, specifically, a Class D-1 permit, using the TREX liquor permit provisions of Ohio Revised Code § 4303.29.

WHEREAS, the construction and use of the Private Improvements is dependent upon the City agreeing to accept a transfer of a Class D-1 permit from another location in the State to the City (the “TREX liquor permit”); and

WHEREAS, Redeveloper has agreed to construct the Private Improvements at 257 North Water Street, Kent, Ohio for a minimum amount of \$185.00 per square foot; and

WHEREAS, pursuant to the provisions of Ohio Revised Code § 4303.29, the City of Kent will only agree to execute this agreement and approve the TREX liquor permit, if its approval is required before Redeveloper may transfer the permit referred to above to another location and/or to another owner, whether at the same location or another location; and

WHEREAS, the Kent City Council considered the following criteria prior to consenting to entering into this Agreement:

- a) The financial strength of the Redeveloper; and

EXHIBIT A

- b) The amount of monies being invested into 257 North Water Street, Kent, Ohio; and
- c) The amount of square foot space being redeveloped by the Redeveloper; and
- d) The character of the principals of Twisted Root Ltd.; and
- e) That it is a Class D-1 permit being requested.

WHEREAS, both parties acknowledge that the additions of new venues open for the sale of alcoholic beverages within the City, may cause additional work for the staffs of the Kent City Police Department and Fire Department.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

Section 1. Redevelopment of the Property.

The Redeveloper agrees to redevelop the Property by constructing the Private Improvements thereon consistent with all federal, State, and local laws. The Redeveloper has submitted construction plans for the Private Improvements to the City for approval and has agreed to begin construction upon approval of such plans and complete construction in a timely manner.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out the activities necessary to cause construction of the Private Improvements to begin within 180 days of the execution of this Agreement (the “Commencement Date”).

If the Commencement Date has not occurred by the one year anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination or extension of this Agreement.

Section 2. Redevelopers Responsibilities.

In exchange for the approval of the transfer of the liquor permit into the City by the City Council, described in Section 3 of this Agreement, the Redeveloper shall:

- a) Use its best efforts to begin construction of the Private Improvements by the Commencement Date by investing a minimum of \$185.00 per square foot for the redevelopment of 257 North Water Street, for the construction of approximately 4,400 square feet of commercial space, and to complete such construction in a timely manner.

EXHIBIT A

- b) Continually follow and obey all local, state, and federal laws in the redevelopment of the property and in the operation of the commercial space.
- c) Receive the written permission of the City of Kent Council prior to transfer of said permit to a new location and/or to a new owner at the same or different location.

Section 3. Responsibilities of the City.

- a) The City, in exchange for the Redeveloper performing the requirements listed in Section 2, above, shall conditionally approve the transfer of a Class D-1 permit into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 257 North Water Street, Kent, Portage County, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said permit to a different location within the City of Kent, or to transfer said permit to a different owner at the same or different location within the City of Kent. The City shall approve the transfer and/or relocation of the permit within the City, if the City Council, after reviewing the following criteria, to see if the new owner will provide some or all of the following:
 - i) The financial strength of the proposed new owner is adequate to complete the new redevelopment criteria; and
 - ii) The amount of monies, if any, being invested into the new location in Kent, Ohio meet or exceed those expended by this Redeveloper; and
 - iii) The amount of square foot space being redeveloped by the new owner; and
 - vi) The character of the person or people constituting the new owner shall be upstanding; and
 - v) That it is a Class D-1 permit being transferred.

Said consent shall not be unreasonably withheld.

Section 4. Assignment or Sale of Liquor Permit.

The Class D-1 permit in question may only be transferred by the Redeveloper with the consent of the City as outlined in Section 3.

Section 5. Remedies.

(a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by the Redeveloper, or any successor, the City may, upon written notice to the Redeveloper, withdraw its approval of the transfer of the Class D-1 permit into the Kent City limits and take whatever steps are necessary to cause the liquor permit to be revoked, within thirty (30) days after receipt of such notice. In case such action is taken by the City and the default or breach is not diligently pursued by the

EXHIBIT A

Redeveloper to cure the default or breach within a reasonable time, the City may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or to revoke the permit in the City, mandating the closing of the establishment and the relocation of the permit to a location outside of the City limits.

(b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 6. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

Section 7. Notice.

(a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, by e-mail with e-mail response acknowledging receipt, or by return e-mail or delivered personally, and

- (i) In the case of the Redeveloper is addressed to or delivered personally to the Redeveloper at:

EXHIBIT A

Twisted Root Ltd.,
c/o Patrick Madonio
1204 Tallmadge Road
Kent, Ohio 44240

- (ii) In the case of the City, is addressed to or delivered personally to the City at:

City Manager
c/o Community Development Dept.
930 Overholt Road
Kent, Ohio 44240

with a copy to the Law Director, at the same address.

Or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8. Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. Jurisdiction.

The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record in Portage County, Ohio or in the courts of the United States of America located in such state or commonwealth.

Section 10. Captions.

The captions to the section of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Agreement.

Section 11. Severability.

The parties hereto intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Agreement is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the City and Redeveloper under the remainder of this Agreement shall continue in full force and effect.

EXHIBIT A

Section 12. No Oral Modification.

This Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the City and Redeveloper.

Section 13. Costs of Enforcement.

Redeveloper agrees to pay the costs and expenses, including but not limited to reasonable attorney fees and legal expenses incurred by City in the exercise of any right or remedy available to the City under this Agreement.

IN WITNESS WHEREOF, the City of Kent, Ohio and Twisted Root Ltd. have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

Date _____

By _____
David Ruller, City Manager

TWISTED ROOT LTD.

Date _____

By _____
Authorized Member

Print Name

EXHIBIT A

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared David Ruller, the City Manager for the City of Kent, Ohio, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Kent, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed, respectively, as such officer and individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2019.

NOTARY PUBLIC

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared _____, the Authorized Member of Twisted Root, Ltd., an Ohio limited company, who acknowledged that he did sign the foregoing instrument on behalf of such company as the free act and deed of himself and of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2019.

NOTARY PUBLIC

APPROVED AS TO FORM:

Hope Jones, Law Director, City of Kent, Ohio

AN ORDINANCE AUTHORIZING THE TRANSFER OF A TREX LIQUOR LICENSE INTO THE CITY OF KENT FOR THE RIVER MERCHANT, LLC, AN OHIO LIMITED LIABILITY COMPANY, CONDITIONAL UPON THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENT, OHIO AND THE RIVER MERCHANT, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, The River Merchant, LLC has proposed the redevelopment of a portion of 911 North Mantua Street, Kent, Ohio, to renovate primarily the interior and open the business in the summer of 2019; and

WHEREAS, The River Merchant, LLC has asked Kent City Council to allow the transfer of a liquor license from outside of Kent, into the City, by the TREX process, for use at 911 North Mantua Street, Kent, Ohio; and

WHEREAS, the City of Kent, Ohio requires the approval of City Council to allow the transfer of a liquor license from outside of the City limits, for use within the City limits; and

WHEREAS, the City of Kent Council requires that certain economic development criteria be met and that a Development Agreement be executed, before Kent City Council will authorize the transfer of a liquor license into the City by the TREX process; and

WHEREAS, The River Merchant, LLC has indicated in its application to the City for the TREX liquor license transfer approval that it will do the following:

- a) Company will spend a minimum of \$400.00 per square foot for acquisition, construction and leasehold improvements of Street, Kent, Ohio; and
- b) Company will sell liquor (class D-3 license) as well as other non-alcoholic beverages; and
- c) Company will not transfer the license or licenses within the City without prior approval from Kent City Council.

WHEREAS, the City of Kent may approve the transfer of a liquor license into the City if the redevelopment of properties that are currently blighted, deteriorated or underdevelopment/underused will occur; and

WHEREAS, the City of Kent, Ohio will only approve the transfer of a TREX liquor license into the City of Kent, Ohio if City Council retains the right to approve the future transfer of said liquor license to another individual, corporation, LLC or partnership located within the City and/or to a new owner at the same or new location within the City. The River Merchant, LLC may move the liquor license outside of the City limits without City Council's approval; and

WHEREAS, the Kent City Council also looks at the character of the principals of the applicant in making its decision to approve a TREX, as the City Council does not want applicants who will cause problems for the City in the future, negatively affecting economic development within the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Kent City Council hereby approves the Development Agreement with The River Merchant, LLC, and the City Manager is hereby authorized to execute the Development Agreement on behalf of the City in substantial conformity with a copy of which is marked as Exhibit "A", attached hereto and incorporated herein.

SECTION 2. Conditional upon the execution of the Development Agreement attached hereto, the Kent City Council hereby approves the transfer of a D-3 liquor license into the City of Kent, Ohio via the TREX process, to be used by The River Merchant, LLC at 911 North Mantua Street, Kent, Ohio.

SECTION 3. 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 actions, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City, and for the further reason that this Ordinance is required to be immediately effective in order to induce the redevelopment to proceed, thereby eliminating blighted conditions and preventing the recurrence of those conditions, for which reasons and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____

Date

Jerry T. Fiala

Mayor and President of Council

EFFECTIVE: _____

Date

ATTEST: _____

Dawn Bishop

Interim Clerk of Council

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

DAWN BISHOP
INTERIM CLERK OF COUNCIL
(SEAL)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2019, by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (hereinafter referred to as the “City”), and The River Merchant, LLC, an Ohio limited liability company (hereinafter referred to as the “Redeveloper”).

W I T N E S S E T H:

WHEREAS, the City has been active in the redevelopment and clearance of underdeveloped, blighted, and deteriorated areas in the City, and in this connection is engaged in carrying out the Downtown Urban Renewal Plan dated January 2001 (the “Urban Renewal Plan”); and

WHEREAS, the Redeveloper intends to develop the property currently owned by The River Merchant, LLC, located at 911 North Mantua Street, Kent, Ohio (the “Property”) by completing interior renovations to 2,500 square feet of commercial space, such improvements hereinafter referred to as the “Private Improvements;” and

WHEREAS, the City believes that the redevelopment of the Property with the Private Improvements pursuant to this Agreement and the fulfillment generally of this Agreement are in the best interests of the City and its residents, and are necessary to provide for the productive development and reuse of property, to provide for the creation of jobs and employment opportunities, and to improve the economic and general welfare of the people of the City; and

WHEREAS, the City has determined that it is in its best interests of the City and its citizens to aid the Redeveloper in the renovation project; and

WHEREAS, the Redeveloper needs to acquire a permit in order to sell spirituous liquor at said location, specifically, a Class D-3 permit, using the TREX liquor permit provisions of Ohio Revised Code § 4303.29.

WHEREAS, the renovation and use of the Private Improvements is dependent upon the City agreeing to accept a transfer of a Class D-3 permit from another location in the State to the City (the “TREX liquor permit”); and

WHEREAS, Redeveloper has agreed to complete the Private Improvements at 911 North Mantua Street, Kent, Ohio for a minimum amount of \$400.00 per square foot; and

WHEREAS, pursuant to the provisions of Ohio Revised Code § 4303.29, the City of Kent will only agree to execute this agreement and approve the TREX liquor permit, if its approval is required before Redeveloper may transfer the permit referred to above to another location and/or to another owner, whether at the same location or another location; and

WHEREAS, the Kent City Council considered the following criteria prior to consenting to entering into this Agreement:

EXHIBIT A

- a) The financial strength of the Redeveloper; and
- b) The amount of monies being invested into 911 North Mantua Street, Kent, Ohio; and
- c) The amount of square foot space being redeveloped by the Redeveloper; and
- d) The character of the principals of The River Merchant, LLC; and
- e) That it is a Class D-3 permit being requested.

WHEREAS, both parties acknowledge that the additions of new venues open for the sale of alcoholic beverages within the City, may cause additional work for the staffs of the Kent City Police Department and Fire Department.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

Section 1. Redevelopment of the Property.

The Redeveloper agrees to redevelop the Property by completing the Private Improvements thereon consistent with all federal, State, and local laws.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out the activities necessary to cause the Private Improvements to begin within 180 days of the execution of this Agreement (the “Commencement Date”).

If the Commencement Date has not occurred by the one year anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination or extension of this Agreement.

Section 2. Redevelopers Responsibilities.

In exchange for the approval of the transfer of the liquor permit into the City by the City Council, described in Section 3 of this Agreement, the Redeveloper shall:

- a) Use its best efforts to begin the Private Improvements by the Commencement Date by investing a minimum of \$400.00 per square foot for the redevelopment of 911 North Mantua Street, for approximately 2,500 square feet of commercial space, and to complete the interior renovation in a timely manner.
- b) Continually follow and obey all local, State, and federal laws in the redevelopment of the property and in the operation of the commercial space.

EXHIBIT A

- c) Receive the written permission of the City of Kent Council prior to transfer of said permit to a new location and/or to a new owner at the same or different location.

Section 3. Responsibilities of the City.

- a) The City, in exchange for the Redeveloper performing the requirements listed in Section 2, above, shall conditionally approve the transfer of a Class D-3 permit into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 911 North Mantua Street, Kent, Portage County, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said permit to a different location within the City of Kent, or to transfer said permit to a different owner at the same or different location within the City of Kent. The City shall approve the transfer and/or relocation of the permit within the City, if the City Council, after reviewing the following criteria, to see if the new owner will provide some or all of the following:
 - i) The financial strength of the proposed new owner is adequate to complete the new redevelopment criteria; and
 - ii) The amount of monies, if any, being invested into the new location in Kent, Ohio meet or exceed those expended by this Redeveloper; and
 - iii) The amount of square foot space being redeveloped by the new owner; and
 - vi) The character of the person or people constituting the new owner shall be upstanding; and
 - v) That it is a Class D-3 permit being transferred.

Said consent shall not be unreasonably withheld.

Section 4. Assignment or Sale of Liquor Permit.

The Class D-3 permit in question may only be transferred by the Redeveloper with the consent of the City as outlined in Section 3.

Section 5. Remedies.

(a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by the Redeveloper, or any successor, the City may, upon written notice to the Redeveloper, withdraw its approval of the transfer of the Class D-3 permit into the Kent City limits and take whatever steps are necessary to cause the liquor permit to be revoked, within thirty (30) days after receipt of such notice. In case such action is taken by the City and the default or breach is not diligently pursued by the Redeveloper to cure the default or breach within a reasonable time, the City may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in

EXHIBIT A

default or breach of its obligations; or to revoke the permit in the City, mandating the closing of the establishment and the relocation of the permit to a location outside of the City limits.

(b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 6. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

Section 7. Notice.

(a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, by e-mail with e-mail response acknowledging receipt, or by return e-mail or delivered personally, and

- (i) In the case of the Redeveloper is addressed to or delivered personally to the Redeveloper at:

The River Merchant, LLC
911 North Mantua Street
Kent, Ohio 44240

- (ii) In the case of the City, is addressed to or delivered personally to the City at:

EXHIBIT A

City Manager
c/o Community Development Dept.
930 Overholt Road
Kent, Ohio 44240

with a copy to the Law Director, at the same address.

Or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8. Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. Jurisdiction.

The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record in Portage County, Ohio or in the courts of the United States of America located in such state or commonwealth.

Section 10. Captions.

The captions to the section of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Agreement.

Section 11. Severability.

The parties hereto intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Agreement is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the City and Redeveloper under the remainder of this Agreement shall continue in full force and effect.

Section 12. No Oral Modification.

This Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the City and Redeveloper.

Section 13. Costs of Enforcement.

Redeveloper agrees to pay the costs and expenses, including but not limited to reasonable attorney fees and legal expenses incurred by City in the exercise of any right or remedy available to the City under this Agreement.

IN WITNESS WHEREOF, the City of Kent, Ohio and The River Merchant, LLC have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

Date _____

By _____
David Ruller, City Manager

THE RIVER MERCHANT, LLC

Date _____

By _____
Authorized Member

Print Name

EXHIBIT A

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared David Ruller, the City Manager for the City of Kent, Ohio, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Kent, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed, respectively, as such officer and individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2019.

NOTARY PUBLIC

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared _____, the Authorized Member of The River Merchant, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of such company as the free act and deed of himself and of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2019.

NOTARY PUBLIC

APPROVED AS TO FORM:

Hope Jones, Law Director, City of Kent, Ohio

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE A NEW SPECIAL EVENT APPLICATION FROM THE KENT JAYCEES FOR THE FIRST ANNUAL KENT CRAFT BEER FEST TO BE HELD ON MAY 18, 2019 IN CERTAIN AREAS OF KENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Kent Jaycees wishes to host the 1st annual Kent Craft Beer Fest special event in certain areas of Kent, Ohio on May 18, 2019; and

WHEREAS, they would like to use North Water Street from Main to Brady Streets; and

WHEREAS, this event is to enjoy the growing craft beer economy in Northeast Ohio and highlight the work of breweries in Kent and neighboring cities; and

WHEREAS, the Kent City Council consents to authorizing the City Manager or his designee to sign the Special Event Application as long as he is comfortable and believes the safety and security of the City's citizens will not be adversely affected; and

WHEREAS, the time is of the essence as the event is scheduled for May 18, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the Kent City Council authorizes the City Manager or his designee to execute the Special Event Application from the Kent Jaycees in substantial conformance with the Special Event Application attached hereto as Exhibit "A", as long as the City Manager or his designee believes the safety and security of Kent's citizens are adequately projected.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL



City of Kent, Ohio

Office of the City Manager

To: Dave Ruller, City Manager

From: Harrison Wicks, Assistant to the City Manager *HW*

Date: February 27, 2019

RE: New Special Event Application – Kent Craft Beer Fest

The City Manager's Office has received a special event application for a new event known as the Kent Craft Beer Fest and requires council approval. This event will take place **Saturday, May 18, 2019 from 1pm-7pm** on North Water Street between Main Street and Portage Street.

The event will temporarily close North Water Street from Main to Portage Streets, beginning Saturday morning at 9am until 9pm.

The Kent Jaycees would like to host the 1st annual Kent Craft Beer Fest as a way to enjoy the growing craft beer economy in Northeast Ohio and highlight the work of breweries in Kent and neighboring cities. In addition to beer tasting, there will be live music and food provided by local food vendors.

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

For more information on the Kent Jaycees or the event, please visit <https://kentjaycees.com/>.

Thank you.

cc: Dawn Bishop, Interim Clerk of Council

APPLICATION FOR SPECIAL EVENT
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.
City of Kent, 319 S. Water Street, Kent, OH 44240

NAME OF EVENT Kent Craft Beer FestORGANIZATION SPONSORING EVENT Kent JayceesAPPLICANT NAME Colin Boyle PHONE 330-607-2467ADDRESS P.O. Box 963, Kent, Ohio 44240

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

Colin Boyle 330-607-2467Ryan Tipton 330-554-6615DATE OF EVENT May 18, 2019 NO. OF PARTICIPANTS 750+REQUESTED PERMIT TIME: Start Set up 11:00 am Start Event 1:00 pmEnd Event 7:00 pm End Cleanup 9:00 pmIF PARADE: STARTING POINT N/A ENDING POINT N/AUSE OF CITY WATER NEEDED? Yes, for filling coolers (jockey boxes) to cool the beer for service

(IF YES, PLEASE EXPLAIN)

USE OF CITY ELECTRIC NEEDED? Yes, from the Light posts

(IF YES, PLEASE EXPLAIN)

In addition to the application please submit the following information:

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

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

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

Colin P. Boyle

Name of Applicant



Signature of Applicant

Office Use. Do not write below this line.

Sent to:

Safety, Service, Fire, Police, and Health Departments for review and approval

via email on 2/25/19.MEMORANDUM AGREEMENT YES NOAPPLICATION APPROVED APPLICATION DISAPPROVED

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

Law Director_____
Date

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

DATE(MM/DD/YYYY)
2/14/2019

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

CONTACT NAME	
PHONE (A/C, No, Ext)	FAX (A/C, No)
330-673-4919	330-673-4955
E-MAIL ADDRESS	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: PHILADELPHIA INSURANCE COMPANIES	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADOL INSD	SUBR VVDD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒	COMMERCIAL GENERAL LIABILITY		A		PHPK1414203	10/24/18	10/24/19	EACH OCCURRENCE	\$ 1,000,000	
	☐	CLAIMS-MADE	☒						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐								MED EXP (Any one person)	\$ 5,000	
	☐								PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 2,000,000	
	☒	POLICY	☐ PRO-JECT	☐ LOC					PRODUCTS - COM/PO/ AGG	\$ 2,000,000	
	☐	OTHER								\$	
	☐	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐	ANY AUTO							BODILY INJURY (Per person)	\$	
	☐	ALL OWNED AUTOS	☐	SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	☐	HIRED AUTOS	☐	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	☐									\$	
	☐	UMBRELLA LIAB	☐	OCCUR					EACH OCCURRENCE	\$	
	☐	EXCESS LIAB	☐	CLAIMS-MADE					AGGREGATE	\$	
	☐	DED	☐	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								☐ PER STATUTE	☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			☐	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$	
									E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule may be attached if more space is required)	

CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Kent Craft Beer Fest

Potential Breweries and Food Vendors

Breweries

HiHo Brewing Co.	Cuyahoga Falls
HopTree Brewing Co.	Hudson
Missing Mountain Brewing Co.	Cuyahoga Falls
MadCap Brew Co.	Kent
Akronym Brewing	Akron
Headtrip Brewery	Stow
Lock 15 Brewing Co.	Akron
Brew Kettle	Hudson
Platform Beer Co.	Cleveland
Market Garden Brewery	Cleveland
Thirsty Dog Brewery	Akron
Catawba Island Brewing Company	Catawba/Sandusky
Willoughby Brewing Company	Willoughby

Food Vendors

Grazzers	Kent
Roll Call	Kent
Burnside BBQ	Kent

Exhibit A

Petition to Businesses: Kent Craft Beer Festival May 18th 2019 Road Closure

After many successful Kent Jaycees events downtown on N. Water Street, The Jaycees are organizing the first Annual Kent Craft Beer Festival on May 18th 2019. With the strong interest from local North Eastern Ohio Breweries, we feel the need to close North Water Street from Main Street to Portage Street.



We realize this may inconvenience some of the businesses on the Street, however the event planning committee feel that it is necessary to ensure a successful event.

We are asking all business owners to sign the petition in approval of the proposed road closure. This petition will be presented to City Council for approval before moving forward with the event planning. Thank you very much for your cooperation.

Sincerely,

Colin Boyle
Committee Chair
Kent Jaycees

Exhibit A

Petition to Businesses: Kent Craft Beer Festival May 18th 2019 Road Closure

I support the proposed road closure for the Kent Craft Beer Festival on Saturday, May 18, 2019. The event will run from 1:00 pm to 7:00 pm, the road closure will be in effect from 11:00 am to 9:00 pm.

Business Name

Contact Signature

Phone #

Hometown BANC

Kanyon Creek

Scribbles Coffee Co

Flywheel Prop.

Each + Every

Pennington's Pourbeurshop

GRAZERS

257 North Water Ld

Huntington National Bank

KENT WELLS SHERMAN HOUSE

STAR OF THE WEST MILLING

Franklin School of Dance

Townhall II

CP.36

Best Brother

[Signature]

Mr. Hann

2

James Kashu
Feb. 11/11

Harold
C. Jones

Rothwell

Stanley M. Mink

Total Quarter

Bahia Folan

330-673-9827

842-0263

330 732-7174

440 522 5682

330 940 9567

330 687 3209

330.968.66/2

330-958-8847

330,671-2038

330-715-2354

~~330~~ 419 9/4 7000

330-1073:5419

$$330 \cdot 1078 = 3006$$

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A NEW AGREEMENT BETWEEN KENT STATE UNIVERSITY, SPECIFICALLY THE WICK POETRY CENTER, MAIN STREET KENT AND THE CITY OF KENT TO BRING AWARENESS OF THE CUYAHOGA RIVER INTO KENT THROUGH STATIC AND INTERACTIVE DISPLAYS AND ALSO KNOWN AS THE RIVER STANZAS PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the parties would like to continue integrating public art into the Kent Community; and

WHEREAS, the above parties would like to heighten the awareness of the Cuyahoga River and its value as a natural resource to our communities; and

WHEREAS, KSU received a NEA grant to create "River Stanzas" to celebrate the Cuyahoga River on the 50th Anniversary of the Cuyahoga River Burning in 1969; and

WHEREAS, the parties desire to build upon the River Stanzas NEA grant through static and interactive displays installed along the Cuyahoga River and the Downtown Kent area; and

WHEREAS, the cost to the City of Kent will be in an amount not to exceed \$20,000.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a new agreement between Kent State University, specifically the Wick Poetry Center, Main Street Kent and the City of Kent to integrate public art in the Kent Community in substantial compliance with the agreement marked as Exhibit "A", attached hereto and incorporated herein.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

DAWN BISHOP
INTERIM CLERK OF COUNCIL
(SEAL)

CUYAHOGA RIVER STANZA ART AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO (hereinafter referred to as "CITY"), KENT STATE UNIVERSITY, specifically the Wick Poetry Center (hereinafter referred to as "KSU") and MAIN STREET KENT (hereinafter referred to as "Main Street").

WHEREAS, the above parties would like to integrate public art into the Kent Community with ties to KSU, consistent with the City and KSU Kent Public Art Plan; and

WHEREAS, the above parties would like to heighten the awareness of the Cuyahoga River and its value as a natural resource to our communities; and

WHEREAS, KSU received a National Endowment for the Arts (NEA) grant to create "River Stanzas" to celebrate the Cuyahoga River on the 50th Anniversary of the Cuyahoga River Burning in 1969. "River Stanzas" includes community forums and conversations around the value of the Cuyahoga River in people's lives, its history and our shared future; and

WHEREAS, the City and KSU desire to build upon the "River Stanzas" NEA Grant to bring the awareness of the Cuyahoga River into Kent through static and interactive displays installed along the Cuyahoga River and in Downtown Kent. This River Stanzas Project, hereinafter referred to as the "Project", would include indoor and outdoor displays. The outdoor static displays would include poetry and art with interactive directions for the public to add to River Stanzas. The indoor displays would include scrolling poetry and artwork continually being created as part of the River Stanzas NEA Grant.

NOW, THEREFORE, for mutual consideration, it is agreed between the parties as follows:

- A) The City will provide and install up to (4) outdoor displays at the locations shown in Exhibit "A". The displays will be located in the public right-of-way or on properties controlled by the City.
- B) KSU will provide the stanzas and artwork for the outdoor displays and KSU shall own the artwork developed for the Project.
- C) The City and KSU will work jointly to obtain approvals from property owners to install indoor displays in public venues throughout the downtown area. Sample approval forms are shown in Exhibit "B".

- D) The City and KSU will install temporary displays in the locations from (C) above. These locations will include video displays powered and connected to the internet from the buildings that they are located in.**
- E) KSU shall manage the content included on the indoor displays.**
- F) Main Street will make application to and pursue approval from the architectural review board for the outdoor display installations.**
- G) The artwork may not be used for other purposes without the express written consent of KSU.**
- H) The City will contribute up to \$20,000 for the Project.**
- I) KSU will contribute up to \$20,000 for the creation of the stanzas and artwork for the Project.**
- J) The outdoor and indoor displays will be maintained for two (2) years. After the two (2) years the City will remove the outdoor and indoor displays and KSU will stop managing the content for the indoor displays.**
- K) Main Street will provide routine cleaning of the outdoor displays, including cleaning and removing graffiti.**
- L) The Agreement will begin on the date that all of the parties have executed this Agreement.**

IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.

KENT STATE UNIVERSITY

By: _____

Its: _____

Date

Address: _____

THE CITY OF KENT, OHIO

By: _____

Its: _____

Date

Address: _____

Approved as to form by:

MAIN STREET KENT

By: _____

Its: _____

Date

Address: _____

Exhibit A

Certificate of Director of Budget and Finance

It is hereby certified that the amount of TWENTY THOUSAND Dollars (\$20,000) 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 and General Fund (301 and 001) free from obligation or certificates now outstanding.

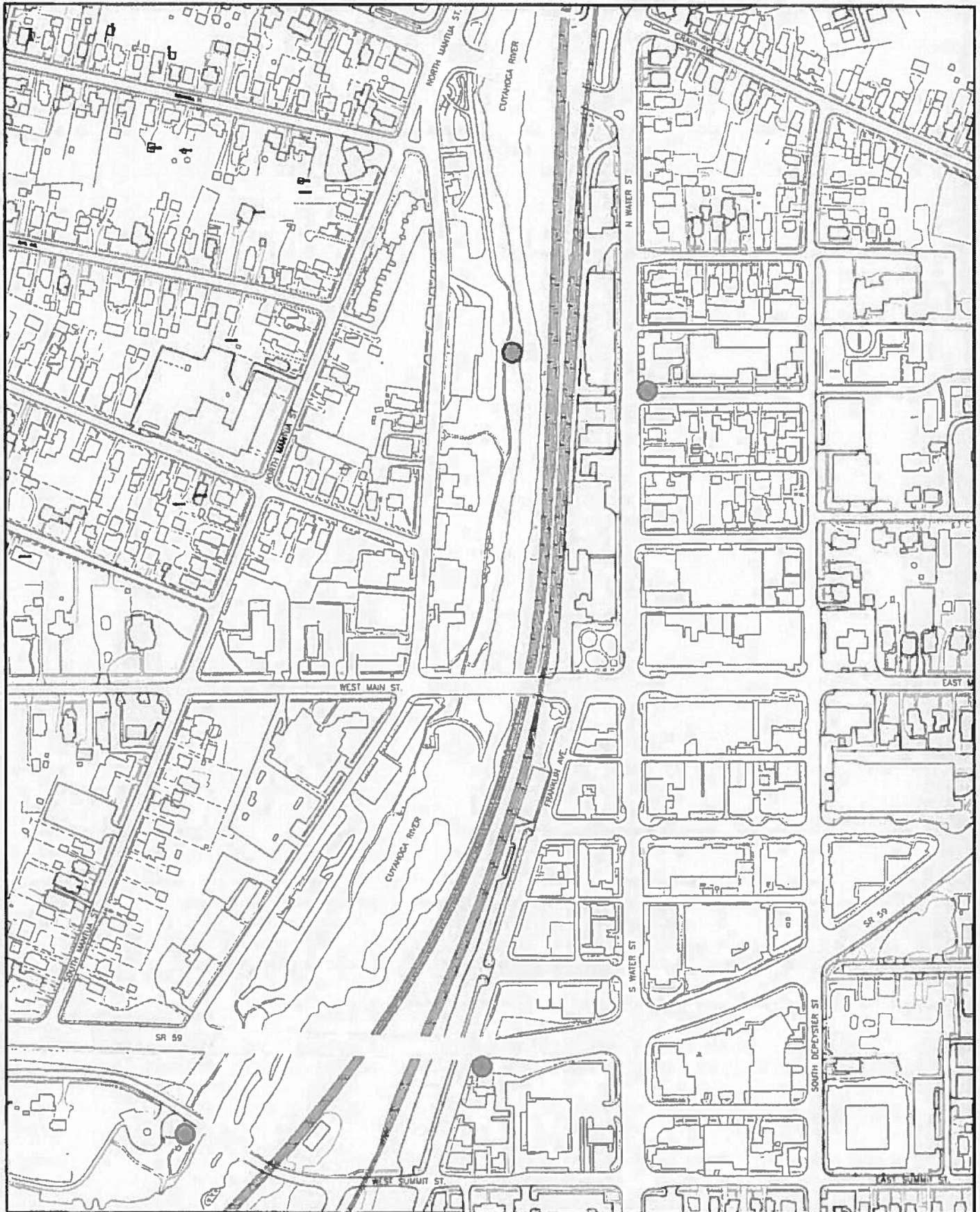
David Coffee, Director of Budget and Finance

Date

Exhibit A

Potential Outdoor Display Locations

Exhibit A



River Stanzas Project

● River Stanza Locations
NTS

Exhibit A

Exhibit B

Sample Property Owner Approval Form

CONSENT TO USE PROPERTY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between _____, hereinafter referred to as the "Owner," the City of Kent, hereinafter referred to as the "City" and the Kent State University, hereinafter referred to as the "KSU."

WITNESSETH:

WHEREAS, , KSU received a National Endowment for the Arts (NEA) grant to create "River Stanzas" to celebrate the Cuyahoga River on the 50th Anniversary of the Cuyahoga River Burning in 1969. "River Stanzas" includes community forums and conversations around the value of the Cuyahoga River in people's lives, its history and our shared future; and

WHEREAS, the City of Kent and KSU, together, desire to build upon the "River Stanzas" NEA Grant to bring the awareness of the Cuyahoga River into Kent through static and interactive displays installed along the Cuyahoga River and in Downtown Kent. This River Stanzas Project, hereinafter referred to as the "Project", would include indoor and outdoor displays. The outdoor static displays would include poetry and art with interactive directions for the public to add to River Stanzas. The indoor displays would include scrolling poetry and artwork ("Displays") continually being created as part of the River Stanzas NEA Grant.

WHEREAS, the City and KSU has requested permission from the Owner to use Owner's property for the Displays;

WHEREAS, it is the Owner's desire to consent to such use of Owner's property for the Displays.

NOW, THEREFORE, Owner and KSU agree to the following:

A. Responsibility of Owner

Owner shall work with the City and KSU to determine the location of the Display. The Owner shall allow the City and/or KSU access to electric and internet connections (if available) at no charge Additional permanent wiring or hardware will not be required for any display location determined to be acceptable..

Owner shall take every effort to ensure that the Display is not damaged or vandalized;

however, Owner will have no responsibility for any damage to the Display unless caused by the Owner or Owner's agents or employees.

Owner shall notify the City and/or KSU in the event that the Display is damaged or in need of any repair.

B. Responsibility of the City and KSU

The City and KSU shall be responsible for all Display content which shall not be offensive in any way and must be family friendly. Owner has the right to refuse any Display.

The City and KSU shall be responsible for providing all Display materials, including monitors and hardware. The City and KSU shall ensure that the Displays are securely fastened so that injury is avoided.

The City and KSU shall from time to time, visit Owner's property to maintain the Display.

Upon the expiration of this Agreement or termination, the City and KSU shall remove all Displays and materials from the Owner's property.

C. Termination

Either party shall have the right to terminate this agreement for any cause by giving the other party a two (2) week written notice.

D. Term of Agreement

The parties agree that the Display may be placed at the Owner's property for a period of _____ weeks/months/years. (fill in number and circle appropriate length of time)

Exhibit A

IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.

WITNESSES:

OWNER:

1. _____

2. _____

WITNESSES:

KENT STATE UNIVERSITY

1. _____

2. _____

WITNESSES:

CITY OF KENT

1. _____

2. _____

Approved as to form:

Hope L. Jones
Law Director

AN ORDINANCE AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT A PROPOSAL TO THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT, TO PARTICIPATE IN THE PY2019 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) AND UPON AWARDING OF THE GRANT, AUTHORIZING APPROPRIATION OF FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio Department of Development Services Agency, Office of Community 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 Development Services Agency, Office of Community Development, through its Community Housing Impact and Preservation Program; 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;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Kent City Council authorizes the Community Development Department as the official representative of the City of Kent to make application to participate in the PY2019 State of Ohio Development Services Agency, Office of Community Development, Community Housing Impact and Preservation Program, and provide all information, funds, and documentation required in said application for submission.

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

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

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL

**THE CITY OF KENT, OHIO
FINANCE COMMITTEE
WEDNESDAY, March 6, 2019**

Chair Michael DeLeone called the meeting of the Finance Committee of Kent City Council to order at 7:00 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Ms. Gwen Rosenberg; Ms. Heidi Shaffer; Mr. Roger Sidoti; Mr. Robin Turner; and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Police Chief Michelle Lee; Ms. Melanie Baker, Public Service Director; Mr. Jim Bowling, City Engineer; Mr. Gary Bishop, IT Manager; Fire Chief John Tosko; Ms. Dawn Bishop, Interim Clerk of Council.

ABSENT: Mr. John Kuhar

There were three (3) items on the Agenda.

1. Quality IP Agreement

Mr. Ruller pointed out that for the city the size of Kent, IT operations is really more than a one man job. IT Manager Gary Bishop requested additional IT employees in the last budget cycle and in response to this, and some back and forth, outside contract work was looked at. Many cities are using outside firms along with their IT staff, as IT is continually getting more and more specialized. Mr. Ruller said Mr. Bishop has used Quality IP, a local Kent firm, for the past couple of years for contract services. Committee authorization is requested for this multi-year contract with Quality IP. It was a sole source contract, there was no competitive bidding. Mr. Ruller said it was drawn up in conjunction with Ms. Jones, everything is perfectly legal, and she can explain why sole source is the best choice in this case.

Ms. Shaffer asked, as there was a recent security breach in the City of Akron, will this contract be enough to increase our security or is something needed on top of that.

Mr. Bishop said this is the start to increase the security; security changes constantly and to keep on top of it, we need this support.

Mr. Sidoti asked as the City is in the planning stages of a new city hall, will Quality IP be able to help plan from the ground up and help with things we may not think about as far as infrastructure and have they ever been involved in the ground up planning.

Mr. Bishop said definitely yes and while plans were already completed with the new police department, Quality IP was on board during implementation in the new building.

Mr. Ferrara asked how many employees do you think the City would need to duplicate the work that Quality IP will do.

Mr. Bishop said four to five. But Quality IP also brings a specialized set of employees across all their employees. To match that set of skills, it would be comparable to four to five full time employees.

Mr. Ferrara asked will there be a dedicated set of staff for the city as well as at their office here in Kent, and then a liaison.

Mr. Bishop said yes and there will be a technical advisor, a TAC, whose primary responsibility will be the City of Kent and then they will also have access to all their employees. He pointed out that certain certifications were needed to work in public safety IT and right now Quality IP has ten employees so certified ready to go.

Mr. Ferrara asked just for the sake public knowledge, how many years is the contract.

Mr. Bishop said two.

Mr. Ferrara asked would Mr. Bishop advocate longer.

Mr. Bishop said yes, but this is a good start and then the City can see where they are at in twenty-four months. They should have better metrics at the end to know where they used services and maybe better align the contract to see where needs are.

Mr. Turner asked could you quantify the cost savings to the City.

Mr. Ruller said it wasn't looked at like that as really it would be hard to find a couple employees who would have such a skill set across such broad areas that Quality IP staff hold. This contract was looked at more like when we need someone with this skill set, we got them, and when we don't we'll have someone else to work on something else. It's really a full service contract, everything from help desk type calls: my computer is frozen, how to load this. He said anybody who has been in this situation knows what a time drain it is and Gary is one guy with 280 employees. So Mr. Ruller concluded that he didn't really have a good answer for Mr. Turner but they do really believe this is the most efficient solution to get started. Then if in two years from now they find out that 60% of the time these guys are just doing help desk work, maybe we do hire an employee for the help desk.

Mr. Sidoti asked will Quality IP help with any sort of redesign with Facebook, website or social media presence.

Mr. Bishop said the new website agreement is separate from this, not that they couldn't be asked for their opinion if needed.

Ms. Shaffer asked so this contract appears to be a set amount per month whether we use their services much or not and will we see an increase in the contract should we use their services more than Quality IP now anticipates.

Mr. Bishop said no, as long as we are not changing the parameters of the contract. This contract is for as much as we need them, even if that means five guys all week long.

Mr. Ferrara said with all the work coming up and like Mr. Sidoti pointed out, a new city hall in the works, it makes sense to add the option of a third year.

MOTION TO APPROVE THE QUALITY IP AGREEMENT INCLUDING THE THIRD YEAR OPTION, WITH AN EMERGENCY CLAUSE made by Mr. Ferrara, seconded by Ms. Shaffer, and CARRIED by a voice vote of 9-0.

2. Amend City Trash Service Contract to Remove Recycling

Mr. Ruller reminded Council that in the course of the past six months or so they've had on going conversations with Republic Waste Services and Portage County and both reps were in attendance. When the sanitation service contract was bid, it was a partnership between the county and Republic in an interest to try and make things easy and consolidate billing. In the course of the last six to nine months, it seems like there is an opportunity to unbundle that, save the residents a little bit of money,

and still keep the contractors respectively happy. Tonight they are asking for committee approval of a change in the contract.

Ms. Baker started by saying yes both Republic and Portage County are here tonight and it's good to show that they were all able to work together and come to a conclusion they feel is really for the betterment of the residents here in Kent. Part of this is peeling the recycling services from the Republic contract and then next will be looking at giving it to Portage County Recycling again. They came up with a change order agreeable to both parties.

Mr. Ferrara asked is this a reduction in cost to the city's residents?

Ms. Baker said yes, that was her surprise for the second part but yes, when moving to Portage County, they were able to secure a deal taking it from \$6.50 a month to \$5.50 a month for the first year.

MOTION TO AMEND THE CITY TRASH SERVICE CONTRACT TO REMOVE RECYCLING, WITH AN EMERGENCY CLAUSE made by Ms. Wallach, seconded by Ms. Shaffer, and CARRIED by a voice vote of 8-0.

3. Consider a New Contract with Portage County for Recycling Service

Ms. Baker said they have been able to work with Portage County where they will take over the entire side of recycling; not only collection but billing, notifying residents, etc for transition. As noted, for the first year they will go from \$6.50 a month to \$5.50. This is a five year contract with incremental increases.

Ms. Wallach asked when does the year start.

Ms. Baker said it started March 1st.

Mr. Fiala asked what happens people don't pay their bill.

Ms. Jones said recycling is considered a city utility so you can't opt out. Portage County will try to collect bad debt.

Barbara Tittle of 909 Middlebury, Kent asked what does the rate go up to, as Ms. Baker indicated it will incrementally go up over the five year contract.

Ms. Baker said the increases are built in to the contract and at the end it is \$6.19, so still a decrease from what residents are paying today.

Ms. Wallach said she is very glad to hear that the City, Republic, and Portage County Recycling could work something out and adding in a lower rate is fantastic.

Ms. Baker added that she would like to thank both parties on behalf of the City and staff. It was a lot of meetings and back and forth but in the end she agrees they ended up with a solution best for the residents.

MOTION TO APPROVE THE NEW CONTRACT WITH PORTAGE COUNTY FOR RECYCLING SERVICES, WITH AN EMERGENCY CLAUSE made by Ms. Wallach, seconded by Ms. Shaffer, and CARRIED by a voice vote of 8-0.

Hearing no further business before this Committee, Chair DeLeone adjourned the meeting at 7:20 p.m.

Dawn Bishop
Interim Clerk of Council

ACTION RECOMMENDED:

- 1) APPROVE THE QUALITY IP AGREEMENT**
- 2) AMEND CITY TRASH SERVICE CONTRACT TO REMOVE RECYCLING**
- 3) APPROVE NEW CONTRACT WITH PORTAGE COUNTY FOR RECYCLING**

DRAFT

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH QUALITY IP AND THE CITY OF KENT TO HELP WITH BUSINESS TECHNOLOGY NEEDS, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent desires to enter into an agreement with Quality IP to help with business technology needs; and

WHEREAS, it will be a twenty four (24) month agreement totaling \$378,980 over the life of the agreement; and

WHEREAS, the parties will have the option to renew the agreement for an addition one (1) year after the expiration of the initial twenty four (24) month term; and

WHEREAS, this year's portion will be approximately \$158,200; and

WHEREAS, the Administration did not seek any other bids or proposals for the reason that Quality IP has been a technology vendor for the City and Quality IP is familiar with the City's technology needs; therefore, competitive bidding is requested to be waived.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into an agreement with Quality IP to help with business technology needs, and is more fully described in Exhibit "A" attached hereto and incorporated herein. Competitive bidding is hereby waived.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL



CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Dave Ruller, City Manager
From: Gary Bishop, IT & Communications Manager *GB*
Date: 2/27/2019
Re: Managed Services Agreement with QualityIP

Mr. Ruller,

I request that City Council approve the agreement between the City of Kent and QualityIP. We have been working with QualityIP since May, 2017 on many IT projects, the new phone system, backup infrastructure, network design and implementation. They are currently engaged with us on an hourly basis to assist with IT needs that I am unable to complete on my own. As you are aware, those needs are much more than one person can fill, so I have worked on a proposal with QualityIP to take on a larger role in our day-to-day operation.

I ask that this agreement be placed on the March 6th, 2019 agenda so that Council may consider approving the agreement.

I have attached a copy of the agreement for review. Please contact me if you have any questions or concerns

Thank you.

930 Overholt Road • Kent, Ohio 44240 • 330.676.7557 • Fax 330.673.1893
www.kentohio.org • www.kent360.com

QualityIP

Knows IT

We have prepared a quote for you

PREPARED FOR

PREPARED BY

We know IT.

The evolution of your business is a journey like no other and it's essential that your technology evolves with it. Now, more than ever, you need robust IT solutions to stay competitive, expert advice to simplify your options, and best practices to tie it all together to streamline your systems. Our friendly technicians enjoy the challenge of combining their expertise to bring you the solution that's right for you.

You belong with us.

This purchase is just the beginning of our collaboration together. We'll be here with you every step of the way to make sure that your technology is advancing your boldest business goals. As CEO of Quality IP, I am proud of our team of experts. We consistently deliver unparalleled solutions, support, and customer service. **Quality IP—Knows IT. Put us to work for you.**



Ryan Markham
CEO, QualityIP



QualityIP
Knows IT

Main: (330) 931-4141
Email: quotes@qualityip.com
Web: <https://www.qualityip.com>

QualityIP

Knows IT

Friday, February 22, 2019

City of Kent
Gary Bishop
930 Overholt Rd.
Kent, OH 44240
bishopg@kent-ohio.org

Dear Gary,

Over the last year we've helped redesign your firewall, networking, telecom, phone system, dispatch center, security practices and disaster recovery planning. We look forward to building on this momentum by adding regular services for HelpDesk, Onsite Support, Procurement, Security Services and big picture planning.

We've built a strong reputation providing similar solutions to organizations like yourself and we're confident you'll be satisfied with our results.



Our Team

QualityIP started in 2004 with one goal in mind, to help companies with business technology needs. We've worked with over 400 companies throughout Northeast Ohio supporting all areas of business technology.

One of our greatest assets is our people. Our dispatch team is the glue of our operation. They manage tickets from creation to completion while guaranteeing each task is properly assigned to a certified technician. There's a lot involved with vendor and staff communication to keep tickets progressing and this group an essential part of that process.

HelpDesk ticketing also provides accountability to the IT department by prioritizing important tasks while making sure all issues are accounted for. Our HelpDesk is staffed from 6 am to 11 pm plus weekends with on call 24/7/365. You'll always talk to a live person that can help.

It's our goal to help City of Kent become proactive with technology. We only provide "best practice" recommendations with certified solutions from companies you can trust. QualityIP is Cisco, Dell and Microsoft certified.



PartnerDirect
Preferred

Microsoft Partner
Silver Devices and Deployment

Business name:	Quality IP, LLC
Contact name:	Ryan Markham
Postal address:	145 S. River St, Kent, Ohio 44240
Email address:	ryanm@qualityip.com
Website:	www.qualityip.com
Telephone:	(330) 931-4141

Corporate Status:	Individual/Sole proprietor, Limited Liability Company
Federal Tax ID:	20-1754058

Main: (330) 931-4141
Email: quotes@qualityip.com
Web: <https://www.qualityip.com>

QualityIP
Knows IT

State Vendor ID: 67900033
Incorporated: October, 2004
Active Employees: 50

Network Security



We're always looking to improve security as your IT department. The City of Kent requires advanced security systems to safeguard your public utility and finance functions as well as protect vital statistics data from unlawful access. The best first step was implementing your ASA 5508 firewall with FirePOWER + implementing VLAN's for secure networking. Those systems require regular testing to ensure these newly implemented strategies continue working long term.

Since 95% of data breaches are caused by human error we need to educate staff on how to identify + avoid falling victim to phishing attempts. We ran a dark web scan to identify how vulnerable City of Kent is. We found 176 breaches with passwords that have been compromised on sites like B2B USA, Exactis, LinkedIn, etc.

Here's a breakdown of the highest risk accounts compromised. We can provide more granular details like website names and weak passwords if needed.

Perimeter security does not provide an all-inclusive security defense. That's why we recommend Security Awareness Training to provide initial education + ongoing testing to maintain compliance. We envision this as part of your new hire onboarding process after we certify all existing staff members.

Q: We'll take a granular approach to your security by implementing device monitoring, staff education and IT procedures that support our initiatives quoted under Managed Security in our proposal. **Let's transform your weakest links into your strongest defense.**



Disaster Recovery Planning

QualityIP currently provides Veeam virtualization backup software licensing and daily transfer management tasks from SAC to PD and PD to SAC. This was a significant improvement from the previous design that's provided confidence in our ability to restore data when needed.

Q: This system has been working great. No changes needed at this time.



Managed Services

Computers require routine maintenance like windows updates, firmware patches, scheduled scans, event log tracking and resource monitoring. These maintenance tasks are essential to run real-time since they're usually bug fix or security protection oriented.

Q: We plan to get these tasks back on track through our AutoMate scripting engine and door-to-door visits. Once our initial baseline is created through our onboarding process you'll find more consistent results with workstation performance.

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Professional Services

There's a lot of technology to manage across all city offices. We require someone to respond to IT requests, someone to manage larger IT projects, someone to update systems, someone to onboard/offboard staff, someone to meet with city officials, someone to order hardware and someone to be researching better ways to protect our IT environment. This all happens today with one person. We plan to build around Gary Bishop so he can focus on big picture tasks while we manage the HelpDesk, daily ticketing, onboarding/offboarding, phone system changes, firewall monitoring, etc.

Q: Once we're announced as your new IT HelpDesk we'll follow by emailing our welcome packet. This highlights our mission and the ways to contact **QualityIP** for IT support. These efforts coincide with door-to-door staff introductions to put a face with the name. During this process we'll start our initial cleanup + maintenance work to provide an immediate impact on workstation performance.



Microsoft Deadlines

As of January 14th, 2020 your Windows 7 workstations will become end-of-life. After that date Microsoft will no longer provide security updates or system patches to these systems.

Q: You currently have 30 - 40 workstations that need replaced in the next 15 months. This requires working with staff to determine if it's one-for-one replacement or do we move machines around to provide a greater impact for additional users. We'll will work with Dell on the best pricing possible, then we'll order, track, stage, install and test each computer implemented + recycle equipment removed from service.

You'll be amazed how much faster and easier things work with this newly designed infrastructure!!

At **QualityIP** we preach teamwork...

- We have a dispatch team that creates + manages HelpDesk tickets. They regularly communicate with City of Kent users and **QualityIP** resources to ensure tickets always have a streamlined path to completion.
- We have a procurement team that helps get computers, printers, toner or whatever is needed. We'll track shipments to schedule installation for the date of delivery.
- We have a HelpDesk team in our office from 6 am to 11 pm plus weekends with on call 24/7/365. You'll always talk to a live person that can help.

It really takes a village to make this work and you have the full **QualityIP team at your disposal.**

Let me know when you'd like to get started.

Ryan Markham
President / CEO
QualityIP

Main: (330) 931-4141
 Email: quotes@qualityip.com
 Web: <https://www.qualityip.com>

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HelpDesk System		Recurring	Qty	Ext. Recurring
HelpDesk Software + Management System Licensing for Gary Bishop		\$150.00	1	\$150.00
Recurring Subtotal				\$150.00

Managed Backup		Recurring	Qty	Ext. Recurring
Managed Backup – Veeam Licensing		\$50.00	5	\$250.00
Encrypted Offsite Backup Transfer Management (SAC to PD + PD to SAC)		\$50.00	4	\$200.00
<i>*Currently under agreement for backup management.</i>				
Recurring Subtotal				\$450.00

Managed Services		Recurring	Qty	Ext. Recurring
Managed IT for Workstations - Hardware and Software Asset Management - Online Trouble Ticket Management - Desktop Optimization & Management - Windows Patch Management - Technician Remote Access - Centralized administration for updates and scheduling		\$21.00	150	\$3,150.00
Managed IT for Server - Server Availability Monitoring Maintenance - Microsoft Patch Management - Event Log Monitoring - Log File Maintenance - Drive Space Monitoring - Hardware and Software Asset Management - Online Trouble Ticket Management - Integrated solution providing security protection for file servers - Central administration of all features, including updates, and scheduling		\$95.00	5	\$475.00
Customer currently has Sophos Licensing		(\$1,500.00)	1	(\$1,500.00)
Recurring Subtotal				\$2,125.00

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 Web: <https://www.qualityip.com>

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Managed Security		Recurring	Qty	Ext. Recurring
Managed Firewall Monitoring Security Service Administration, monitoring and maintenance of firewall infrastructure, freeing clients from the burden of policy management, upgrades and patch deployment.		\$100.00	1	\$100.00
Managed Network Topology Administration with Security Intelligence Event Monitoring Instantly know how everything on a network is connected with a complete map of physical and logical topologies		\$20.00	40	\$800.00
Security Awareness Training + Incident Response Tracking with Policies and Procedures Educate employees about corporate policies and procedures for working with Information Technology		\$1,000.00	1	\$1,000.00
External Vulnerability Scanning + Remediation Pinpoint your most critical threats and prioritize patching		\$150.00	1	\$150.00
Managed Password Service for Network Administrators and Staff Securely share, store, synchronize, and audit passwords while meeting compliance objectives		\$275.00	1	\$275.00
*Passwords currently stored in Google spreadsheets				
Recurring Subtotal				\$2,325.00

Professional Services		Recurring	Qty	Ext. Recurring
Virtual Chief Information Officer Formulating strategic IT goals, planning the IT budget, analyzing and reworking business processes and facilitating technology changes.		\$175.00	2	\$350.00
Virtual Chief Security Officer Partners with you as a trusted member of your leadership team to develop and maintain a company security vision and strategy.		\$175.00	2	\$350.00
Onsite and Remote IT Services Provide technical support and troubleshooting services to end-users who need assistance with their computer hardware or software.		\$120.00	150	\$18,000.00
Microsoft Silver Certified Services (Active Directory, Office Licensing, SharePoint) Provide Microsoft Certified technical support and troubleshooting services to end-users who need assistance with Microsoft Products.		\$135.00	2	\$270.00
Cisco Premier Certified Services (Firewall, Switches, Phone System) Provide Cisco Certified technical support and troubleshooting services to end-users who need assistance with Cisco Products.		\$150.00	5	\$750.00

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Professional Services	Recurring	Qty	Ext. Recurring
Municipality Discount 	(\$9,000.00)	1	(\$9,000.00)
Recurring Subtotal			\$10,720.00

Main: (330) 931-4141
 Email: quotes@qualityip.com
 Web: <https://www.qualityip.com>

QualityIP

 Knows IT

IT Roadmap



Prepared by:

QualityIP

Ryan Markham
 (330) 474-1240
quotes@qualityip.com

Prepared for:

City of Kent

930 Overholt Rd.
 Kent, OH 44240
 Gary Bishop
 (330) 676-7557
bishopg@kent-ohio.org

Quote Information:

Quote #: 001736

Version: 2

Delivery Date: 02/21/2019

Expiration Date: 04/30/2019

Recurring Expenses Summary

Description	Amount
HelpDesk System	\$150.00
Managed Backup	\$450.00
Managed Services	\$2,125.00
Managed Security	\$2,325.00
Professional Services	\$10,720.00
Recurring Total:	\$15,770.00

Summary of Selected Payment Options

Description	Amount
Term Options: Managed IT Agreement	
Selected Recurring Payment	\$15,770.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

QualityIP
City of Kent

Signature:

Name:

Ryan Markham

Title:

President / CEO

Date:

02/21/2019

Signature:

Name:

Gary Bishop

Date:

Main: (330) 931-4141
Email: quotes@qualityip.com
Web: <https://www.qualityip.com>

QualityIP
Knows IT

Managed IT Agreement

Thank you for selecting Quality IP!

We are committed to providing you with the highest quality services. Please let us know if you have any questions or concerns.

By this Monitoring/Managed IT Services Agreement ("Agreement"), Quality IP, LLC. ("QualityIP") and City of Kent ("Client") agree as follows:

1. **Services.** During the term of this Agreement QualityIP agrees to provide the services described in the attached Quote 001736 with respect to the Computer System identified in Quote 001736. "Computer System" means the computer hardware and the computer software listed in Quote 001736.
2. **Term.** This Agreement is effective as of 04/01/2019 and shall continue for 24 months, and thereafter shall automatically renew for successive terms of 12 months unless terminated as provided herein.
3. **Fees.** Client shall pay QualityIP fees for the services described within 10 days of invoice.
4. **Client Responsibilities:** Within 5 business days of the occurrence of any of the following events Client will notify QualityIP of the occurrence of such event: (i) any change to the Computer System, including the addition, deletion, replacement, or damage to any hardware or the addition or deletion of any software; (ii) any change to Client's internet connection or provider; and (iii) any malfunctions of the Computer System or Client's internet connections.
5. **Warranty Disclaimer.** While QualityIP believes that the monitoring and management IT services described on Quote 001736 will help to maximize the performance of the Computer System and increase the likelihood of early detection of potential problems, QualityIP does not warrant that the products or services provided herein will achieve any particular results or prevent any particular problems or malfunctions. As such, QualityIP makes no warranties whatsoever, express or implied, including but not limited to warranties for merchantability or fitness for any particular purpose with respect to its products and services.
6. **Limitation of Liability.** Under no circumstances shall QualityIP have any liability for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including attorney's fees caused, directly or indirectly, in whole or in part, by (i) any acts or omissions of Client, its employees or contractors; (ii) a third party; (iii) abuse, misuse, alteration or use the Computer System by Client or others; (iv) causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, terrorism, fires, floods, weather, heat, humidity, cold, power failures, telecommunications interruption, computer malfunctions, software malfunctions, acts of God and any other failure, interruption or error not directly caused by QualityIP. No action against QualityIP arising out of or concerning this Agreement (whether based in contract or tort) may be brought more than one (1) year after the termination of this Agreement. In all events and under all circumstances, QualityIP's liability is limited, in the aggregate, to the amount of fees actually

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paid to QualityIP for the services rendered. Under no circumstances shall QualityIP have any liability for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of business, loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if QualityIP or its suppliers were advised of the possibility of such damage.

7. **Interference.** Client shall not, directly or indirectly, during the term of this Agreement and for 12 months following the termination of this Agreement, induce or influence any employee of QualityIP to terminate their relationship with QualityIP. Employing, granting an interest in any business to, or otherwise compensating an ex employee of QualityIP for services of any nature during the 12 months following the end of such person's employment with QualityIP is conclusively presumed to be a violation of this provision.

8. **Confidentiality.** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. Neither party shall use any Confidential Information except in connection with performance of this Agreement. Neither party shall disclose any Confidential Information to any person except those persons within its organization who need to know such information to perform this Agreement. Upon termination of this Agreement, each party shall either return or destroy all of the other's Confidential Information in their possession.

9. **QualityIP's Property.** The software and programs installed by QualityIP to enable it to provide the services described in Quote 001736 are the sole and exclusive property of QualityIP (Management Software). The Management Software may only be possessed and used by Client in connection with this Agreement. Under no circumstances may any Management Software be copied or transferred. Upon termination of this Agreement, Client shall cease using the Management Software and shall immediately uninstall and return the Management Software to QualityIP (retaining no copies). Client shall, upon the termination of this Agreement, permit QualityIP to come onto its premises and have access to the Computer System for the purpose of removing the Management Software. Notwithstanding the termination of this Agreement, and in addition to any other remedy available to QualityIP, Client shall remain responsible for the payment of the fees set forth on Quote 001736 until such time as the Management Software is uninstalled and returned to QualityIP.

10. Client shall not subcontract, assign, or transfer any interest, obligation or right under this Agreement without prior written consent from QualityIP, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

11. **Termination.** By QualityIP. QualityIP may terminate this Agreement in the event Client: (i) fails to make payments as and when required; (ii) commits any other breach of this Agreement; (iii) is the subject of a dissolution or bankruptcy action; or (iv) suffers the appointment of a receiver or trustee. If any of these events occurs, in addition to all other remedies available to QualityIP, QualityIP may immediately cease providing services to Client and the entire amount of the fees identified in Quote

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001736 accrued and unpaid together with the fees remaining to be paid through the end of the then existing term of this Agreement shall become immediately due and payable in full in a lump sum.

By Client. Client may terminate this Agreement if QualityIP notifies Client of an increase in fees or the discontinuance of any of the services identified in Quote 001736 (unless such services are proposed to be replaced by equal or better services) by notifying QualityIP within 15 days after QualityIP notifies Client of the fee or service change. In this event Client shall remain responsible to pay the fees identified in Quote 001736 through the effective date of the termination. If Client fails to terminate this Agreement within said period of time, Client shall be deemed to have accepted the changed terms.

By Either Party. Either QualityIP and Client may terminate this Agreement effective at the end of the then current term of this Agreement by providing the other written notice of termination not less than 60 days prior to the end of the existing term. In this event Client shall remain responsible to pay the fees identified in Quote 001736 through the effective date of the termination.

12. Remedies. In the event Client violates this Agreement, QualityIP shall have all rights and remedies set forth in this Agreement together with those available to it at law and in equity, specifically including the right to obtain temporary and permanent injunctive orders, to recover damages sustained as a result of such breach, and to recover all costs and expenses. Client shall pay all attorney's fees and court costs incurred by QualityIP with respect to enforcing or defending any claim arising out of or related to this Agreement, including attorney's fees and costs incurred to enforce or collect any judgment, order or award. Such attorney's fees and expenses shall be made part of any award, judgment or order entered in favor of QualityIP. All of QualityIP's rights and remedies are cumulative and may be exercised concurrently and/or consecutively and as often as the occasion therefore arises.

13. Law and Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, excluding its conflict of laws, and the laws of the United States of America. The forum for resolving any dispute arising out of or concerning this Agreement shall be the Portage County, Ohio Court of Common Pleas, or the United States District Court for the Northern District of Ohio Eastern Division, Akron, Ohio. QualityIP and Client consent to the jurisdiction and venue of said courts and waive any defense they may have to the jurisdiction or venue of said courts.

14. Severability. Each and every provision of this Agreement is severable from the other provisions. As such, if any provision of this Agreement is held to be invalid, such invalidity shall not affect any of the remaining provisions of this Agreement, all of which shall remain in full force and effect. Furthermore, it is expressly agreed that the invalid provision shall not be totally avoided if it is possible to modify such provision and make it valid. If it is possible to modify such provision, then such modification shall be made in a manner that maintains, to the greatest extent possible, the legal, economic and practical effect of such provision as it was originally written.

15. Entire Agreement. This Agreement, including Quote 001736, constitutes the entire understanding of the parties with respect to its subject matter, and all prior agreements,

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understandings and representations are canceled in their entirety.

16. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

17. **Modification.** This Agreement may only be modified by written agreement of the parties. Except as otherwise provided in this Agreement, no course of dealing or the failure or delay of a party to enforce any provision of this Agreement shall constitute a modification of this Agreement or the waiver of any of its provisions.

18. **Survival.** The provisions of Sections 6, 7, 8, 9, 11, 12, 13, 14, 17, and 18 shall survive the termination of this Agreement and shall remain enforceable according to their terms.

19. **Electronic or facsimile signatures are binding.**

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO AMEND THE CITY OF KENT'S TRASH SERVICE CONTRACT WITH REPUBLIC SERVICES OF OHIO, LLC IN ORDER TO ENTER INTO A NEW CONTRACT DIRECTLY WITH PORTAGE COUNTY SOLID WASTE MANAGEMENT DISTRICT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to amend the City's trash service contract with Republic Services of Ohio, LLC, to step down as the billing administrator for the City's recycling programs; and

WHEREAS, the City of Kent will enter into a new contract with Portage County Solid Waste Management District in order for the Kent residents to save \$1/month on their curbside recycling services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto:

SECTION 1. That Council does hereby authorize the City Manager, or his designee to amend the City of Kent's trash service contract with Republic Services of Ohio, LLC by executing an change order in order to enter into a new contract with Portage County Solid Waste Management District to save Kent residents \$1/month on their curbside recycling service, as outlined in Exhibit "A" and Exhibit "B", attached hereto and made a 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 formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

DAWN BISHOP
INTERIM CLERK OF COUNCIL

(SEAL)

2018 CITY OF KENT TRASH COLLECTION AND RECYCLING BID SPECIFICATIONS

CHANGE ORDEROrder No. #1 Page No. 1 of 2

Date: _____, _____.

Agreement Date: June 8 , 2018 .NAME OF PROJECT: 2018 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH and RECYCLING COLLECTIONCONTRACTOR: Republic Service of Ohio, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

The City of Kent removes Alternate #8A – Recycling Bid Only from the contract with Republic Services of Ohio, LLC. This would remove the requirement for Republic Service of Ohio, LLC to provide recycling to the City of Kent residents and City Buildings as per the bid specifications and bids of 2018 for the duration of the contract.

Justification:

The lack of contractual agreement between Republic Service of Ohio, LLC and Portage County Solid Waste District as proposed to the City of Kent Council, May 2, 2018.

Change to CONTRACT PRICE: Remove the \$6.50 per residential unit per month from Republic billing.

		<u>Per Month</u>	<u>Annually</u>
Original CONTRACT PRICE	Base Bid	\$ 91,897.25	\$1,102,767.00
	Alternate #8A	\$ 27,895.50	\$ 334,740.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER.

Base Bid	\$ N/A	\$ N/A
Alternate #8A	\$ N/A	\$ N/A

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by

Alternate #8A	\$ 27,895.50	\$ 334,740.00
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The new CONTRACT PRICE including this CHANGE ORDER will be

Base Bid	\$ 91,897.25	\$1,102,767.00
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2018 CITY OF KENT TRASH COLLECTION AND RECYCLING BID SPECIFICATIONS

Order No. #1

Page No. 2 of 2

Change to CONTRACT TIME:

There is no expected Change in duration of contract with Republic Services of Ohio, LLC.

Republic shall release all accounts on March 1, 2019.

Recouping of costs for the recycling to be reimbursed to Portage County Solid Waste District for services rendered since September 2018, till February 28, 2019 shall be at \$ 4.75 per residential unit times 4245 residential units for the month of September and \$ 4.75 per residential unit times 4433 for the months of October November December, January 2019 and February 2019. This is a total of \$125,447.50 payable to the City of Kent, on or before April 1st, 2019 so that payment can be made to Portage County for services rendered between September 2018 till March 1, 2019.

Republic will discontinue billing for recycling beginning March 1st, 2019.

Customers who were billed for March April May will receive a credit of \$19.50 on their next bill. Bagged customers will receive the equivalent dollar amount in trash bags. This would work out to be 7 bags per bagged customer.

The CONTRACT TIME will be (increased) (decreased) by N/A calendar days.

The date for completion of all WORK will be June 8, 2021 with 2 one year contract extensions as agreed by both parties.

By execution of this Change Order, the Contractor acknowledges that this Change Order adequately compensates the Contractor for any and all claims including, but not limited to, those relating to extra work, differing site conditions and/or delays, whether known or unknown, which the Contractor has or may have on the date hereof.

It is mutually agreed that this change will in no way alter any other provisions of the Contract and will not serve as a basis for any additional claims for compensation except for the amount set forth in this Change Order.

Requested by: _____, _____
Title

Ordered by: _____, Director of Public Service
Title

Approved by: _____, _____
(Owner / Contractor) Title

**AGREEMENT BETWEEN THE
DISTRICT COMMISSIONERS OF THE PORTAGE COUNTY SOLID WASTE MANAGEMENT
DISTRICT AND THE CITY OF KENT FOR THE COLLECTION OF RECYCLABLES IN
THE CITY OF KENT**

THIS AGREEMENT is entered into this ____th day of _____, 2019 by and between the District Commissioners of the Portage County Solid Waste Management District (hereinafter "District Commissioners") and the City of Kent (hereinafter "City"),

WHEREAS, the District Commissioners currently provides curbside recycling collection services to several Portage County Political Subdivisions including the City of Kent, and

WHEREAS, the District Commissioners did adopt Resolution No. 19-0__ on _____, 2019 authorizing the District Commissioners to enter into an Agreement with the City of Kent to continue to perform the collection of residential recyclables from all residential dwelling units within the City with the delivery of the collected recyclables to the District Recycling Center in Brimfield, Ohio or to another processing facility; and

WHEREAS, City of Kent adopted Resolution # _____ authorizing the Portage County District Board of Commissioners to make and enter into a contract with the Portage County Solid Waste Management District, and

WHEREAS, the District Commissioners are prepared to continue to provide curbside recycling collection services starting _____, 2019 using Portage County Solid Waste Management District personnel and using Portage County Solid Waste Management District collection vehicles, and

WHEREAS, upon signing of this agreement by all parties, the Portage County Solid Waste Management District shall have the right to provide recycling collection services to all residential dwellings up to three (3) units in the City of Kent through February 28, 2024 as per the following Detailed Specifications:

DETAILED SPECIFICATIONS

**FOR RESIDENTIAL CURBSIDE RECYCLING COLLECTION BY THE PORTAGE COUNTY SOLID
WASTE MANAGEMENT DISTRICT IN THE CITY OF KENT, OH**

SECTION 1 - Definitions

- 1.1 **Billed Units** - Listing of all Residential Dwelling Units to be billed for recycling collection services. The Master Billing Listing shall be created by the District in cooperation with the City and compiled from a combination of existing customer lists, from property tax records, and other applicable sources.
- 1.2 **Container** - The official designated receptacles or recycling carts into which residents place recyclable materials. All such receptacles are and shall remain the property of the District including the contents. Containers may be 65-gallon or 95-gallon in size.

Exhibit B

- 1.3 City– means the City of Kent and/or any member(s), officer(s), official(s), elected or otherwise, employee(s) and/or agent(s) of City of Kent government.
- 1.4 Delivery Site - The District Recycling Processing Facility located at 3588 Mogadore Road, Brimfield City, Portage County, Ohio or to another processing facility.
- 1.5 District - The Portage County Solid Waste Management District, 3588 Mogadore Rd., Kent OH 44240.
- 1.6 Holidays - The following shall be holidays for purposes of this Agreement:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
- 1.7 Recyclable Material - This term shall refer to recyclable materials that are designated annually by the District and the District's contracted processor. The list will be published on the District website www.portagerecycles.com by January 15th of each calendar year. Written explanation for any changes shall be given to the City thirty (30) days prior to the effective changes and the District is responsible for notification to the residents of the changes.
- 1.8 Residential Dwelling Unit - A residential unit shall be defined as an existing structure on a parcel of property consisting of three (3) units and less.
- 1.9 Premises - Land or buildings or both, occupied, by a householder.
- 1.10 Commercial Operator - All persons, firms or corporations who own or operate stores, restaurants, industries, institutions and other similar places including multi-family dwellings or multi-family residential structures containing four or more dwelling units.
- 1.11 Agreement - The actual Government to Government agreement, as provided for in 307.15 of the ORC, Agreement signed between the District Commissioners and the City for the authorized right to collect residential recyclables.
- 1.12 District Commissioners - The District Commissioners as the authorized Board of the Portage County Solid Waste Management District.
- 1.13 Curbside - That portion of the right-of-way adjacent to paved or traveled City roadways, including the end of a driveway, curb line or alley line. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

SECTION 2 - Mandatory Subscription; Exceptions

- 2.1 The District shall supply recycling collection services described in this Agreement to all residential dwelling units within the City's limits. The District shall bill the person(s) in charge of each such residential dwelling unit for said services provided under this Agreement. The District shall supply the recycling collection services in this Agreement at no charge to all City of Kent buildings for the duration of this Agreement. The Portage County Solid Waste Management District shall have the

Exhibit B

right to provide recycling collection services to all residential dwelling units in the City of Kent through February 28, 2024.

- 2.2 The initial term of this Agreement shall be five (5) years from 12:01 a.m. March 1, 2019 through 11:59 p.m. February 28, 2024. Should either the City or District object to extension of the Agreement for the additional one-year period, that party shall provide written notice to the other no less than one hundred eighty (180) days prior to the end of the current service year. The Agreement will automatically add a one (1) year extension if no objection is sent to either party. The extension will be in writing signed by the District Board of Commissioners and City Manager.

SECTION 3 - Carts

- 3.1 Container Types - The District will furnish a 95-gallon or a 65-gallon carts for each residential unit.

- 3.2 Container Delivery

The District shall be responsible for providing carts to all existing homes that currently do not have any or enough carts, all new homes after notification by the City that the residential unit has been added to the Agreement, and all future new homes built within the City. Extra carts, carts lost, stolen, or damaged shall be replaced at the expense of the District as directed by the City. The District shall pick up and deliver the replacement carts to the designated residential unit along with educational information that explains the curbside recycling and waste collection program in the City.

To ensure consistency and cooperation, no information shall be directly prepared and distributed to the residents by the City or the District without the review and approval by both the City and the District.

SECTION 4 - Collection Service

- 4.1 Service Provided - The District shall provide weekly curbside collection service from each residential dwelling unit for each of the following recyclable materials: that are designated annually by the District and the District's contracted processor. The list will be published on the District website www.portagerecycles.com by January 15th of each calendar year. Written explanation for any changes shall be given to the City thirty (30) days prior to the effective changes and the District is responsible for notification to the residents of the changes.
- 4.2 Carry Out Service - The District shall provide at no extra charge Carry Out Service to address of the residents who are handicapped, disabled, impaired or otherwise precluded from, or physically incapable of, placing the recycling carts from that unit at curbside. The District will require a resident to provide a letter from a physician certifying the need for the service. The requested must be renewed annually. Carry Out service will not be advertised. If a resident wishes to have carryout service and does not qualify the charge for the service shall be an additional ten (\$10.00) dollars per month.

The location of recycling carts from residential units receiving carry out service shall be on the ground floor level and no farther from the street than ten (10) feet beyond the real line of the building. Carts shall not be placed within an enclosed fence, garage, carport, etc. The City will not be responsible when a resident does not comply with the District's requirements, provided that the City has not caused or contributed to the non-compliance. The City will participate with the District

to make the program successful.

- 4.3 Location of Carts for Collection - Residents will be required to place each container at curbside for collection. Carts must be placed at curbside by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City roadways, including alleys. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way or snow interferes with such placement, carts shall be placed as close as practicable to an access point for the collection vehicle. The City will not be responsible when a resident does not comply with the District's requirements, provided that the City has not caused or contributed to the non-compliance. The City will participate with the District to make the program successful.

Carts shall be placed no less than three (3) feet from another cart, mailbox or utility pole. The District will notify a resident once about the improper placement of the cart but pick it up that day. If the cart is still improperly placed or contain contamination the cart will not be picked up. The City will not be responsible when a resident does not comply with the District's requirements, provided that the City has not caused or contributed to the non-compliance. The City will participate with the District to make the program successful.

SECTION 5 - Operation

- 5.1 Days and Hours of Operation
Collection of recyclables shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Carts shall be collected by a one (1) day delay for Holiday weeks where Saturday shall be worked as the make-up day for the Holiday, if required. Exceptions to collection hours shall be effective only upon the mutual agreement of the District Commissioners and the City, or when the District reasonably determines that an exception is necessary in order to complete collection. The District shall notify the City of any delays in service.
- 5.2 Routes of Residential Curbside Collection -The District or the City may request changes in the collection day subject to mutual approval of the City and the District Commissioners. It shall be the District's and City's responsibility to notify residents of the days their recyclables will be collected. The route for recycling should match the same route for trash. These routes should be set by the City and the subsequent contractors. Any changes would have to be agreed to by all parties.
- 5.3 Holidays-The District shall observe the holidays included in Section 1.6 by suspension of collection service on the holiday and adding Saturday as a workday as required. The District shall provide the City with a schedule of holidays to be observed and the manner in which collections will be changed to accommodate them. Collection shall never be postponed longer than one (1) working day following the regular day of collection including Saturday's, except in a case of emergency or weather conditions, or other unforeseen circumstances.
- 5.4 Call Backs
The District shall provide call back collection service for all residential collection routes. The purpose of this service is to pick up recyclables from residential units that have been missed by the District collection vehicle in the regular pickup service. This service will be neither advertised nor published. Individuals who notify the District that they were missed by regular service within twenty-four (24) hours of their regular collection date will be offered this service. The District shall accomplish the call back by the close of the next full working day after being notified by the

Exhibit B

residential unit. If the District utilizes equipment that allows the driver to automatically log if a resident's cart is not out at the time of service, the District will not be obligated to return to provide service until the next regularly scheduled day of service.

5.5 Complaints

All complaints will be made directly to the District. Upon notification, the District shall pay prompt and courteous attention to all such complaints.

5.6 Hauling - All material hauled by the District shall be so contained or enclosed that no material may escape the haul vehicle by leaking, spilling or blowing.

5.7 Delivery - All recyclable material collected by the District shall be delivered to the District Recycling Processing Facility at 3588 Mogadore Road, Brimfield City, Portage County, Ohio or to another processing facility. The City of Kent shall be notified of which processing facility their recyclables were taking as part of the data collection as authorized in Section 13.

5.8 Collection Equipment - The District shall provide an adequate number of vehicles and other equipment for regular collection services. All vehicles shall be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the District. The District shall provide a system of communication between the collection vehicle drivers and the District's dispatch office, e.g. radios or phone communication for each, to assure adequate tracking and information exchange between the two. Each of the District's employees shall at all times have and carry a valid Ohio Driver's License for the type of vehicle. The District will follow the rules and regulations required by the City of Kent Health Department in reference to their vehicles and equipment.

SECTION 6 - Compliance with Laws

6.1 The District shall conduct operations under this Agreement in compliance with all applicable laws, rules, regulations, ordinances and legal requirements. This Agreement shall be construed, interpreted and otherwise understood pursuant to City of Kent Ordinances in effect at the time this Agreement becomes effective, unless the City and District otherwise agree in writing.

SECTION 7 - Effective Date

7.1 The District shall anticipate the continuation of residential recycling collection as per the terms and conditions of this new agreement effective March 1, 2019.

SECTION 8 - Quantities

8.1 The District will provide service to residential units in the City of Kent as defined in Section 1.

SECTION 9 - Basis and Method of Payment

9.1 Unit Prices Bid

The unit prices for the five-year term of the Agreement shall include labor, material, vehicle, equipment, fees, permits, disposal charges and other incidentals necessary to provide the required services. Payment shall be made for acceptable service performed and products or materials supplied. The price shall be \$5.50 per unit per month for the first year and shall be modified pursuant to the terms and conditions in sub-section 9.2.

Service fee from March 1, 2019 to February 28, 2020	\$5.50 per month
Service fee from March 1, 2020 to February 28, 2021	\$5.67 per month
Service fee from March 1, 2021 to February 28, 2022	\$5.83 per month
Service fee from March 1, 2022 to February 28, 2023	\$6.05 per month
Service fee from March 1, 2023 to February 28, 2024	\$6.19 per month

9.2 Modification of Rates

The District and the City agree to an annual review of the rates, processing costs, terms and conditions of the Agreement and will agree to price adjustments upon mutual agreement of the City Council and the District during the Agreement period. The District and the City agree to renegotiate the rates or institute a fuel surcharge when diesel prices average over \$3.25 per gallon in a rolling twelve-month period, as per the state bid costs, or non-District charges rise to where the district averages a negative return over a rolling 12-month period.

9.3 District Billings to Residential Units

The District will invoice the recycling fees to the residential units described in Section 8 on a quarterly basis. The District and City agree to discuss the conversion from paper invoicing to property taxes. Both entities shall meet to discuss a plan for the conversion that is mutually agreed upon by both parties. The District agrees to forward the master billing list to the City. The District and City will work together on a notification program to the residents when/if the conversion to property taxes occurs.

9.4 Termination and Set Up of Service for Residential Units

The residential unit subscriber shall directly notify the District of the need for service termination due to the sale of the residential unit.

New-residential unit subscribers shall directly notify the District of their move-in date, name, and address.

The District Commissioners will provide educational information to new home owners and residents, area realtors, developers, City employees and the local Board of Education. Educational material can include details on starting and properly using the City Recycling Program.

9.5 District's Responsibility for Bad Debt

The District shall provide continuous, non-stop service to all delinquent and/or past due residential unit accounts. The District shall be responsible for holding delinquent accounts as an uncollected account receivable until such time as the District collects the certified amounts through the process outlined in Para. 9.6. Specifications.

9.6 Billing: Failure to Remit Fees

Certify unpaid charges for recycling collection, together with any penalties and collection charges, to the County Auditor who shall place the certified amount on the real property tax list and duplicate against the property served by the service. The amount certified shall be a lien on the property served from the date placed on the list and duplicate and shall be collected in the same manner as other taxes, except, notwithstanding Ohio Revised Code 323.15, a County Treasurer shall accept a payment in such amount when separately tendered as payment for associated

penalties. The lien shall be released immediately upon payment in full of the certified amount.

SECTION 10 - Transferability of Agreement

- 10.1 No assignment of the Agreement or any right occurring under this Agreement shall be made in whole or in part by the District or the City without the express mutual written consent of both parties.

SECTION 11 – Agreement

- 11.1 The District shall be the City's authorized provider of recyclable material collection and delivery services to residential units as defined in Section 1 and City governmental units within the corporate limits of the city limits.

SECTION 12 - Ownership

- 12.1 Title to recyclable materials shall become the sole possession of the Portage County Solid Waste Management District as soon as the materials have been placed in the District's collection carts, or into the District's collection vehicle.

SECTION 13 - Data Collection

- 13.1 The District shall gather and maintain records of collection, volumes, and participation statistics and other applicable data, which shall be provided to the City on a monthly basis and the District Commissioners for its use in statistical analyses.

SECTION 14 - Frequency of Service

- 14.1 All residential subscribers shall receive recycling collection service at a frequency of weekly service.
- 14.2 Collection shall never be postponed longer than one (1) working day following the regular day of collection, except in a case of emergency or weather conditions, or other unforeseen circumstances.

SECTION 15 - General Conditions

- 15.1 **TERMINATION OF AGREEMENT.** This Agreement may be terminated for any or no reason upon written mutual agreement between the District and Franklin City.
1. **TERMINATION BY THE CITY OF KENT.** Failure of the District to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by City of Kent upon One hundred eighty (180) days advance written notice to the District specifying the termination effective date and identifying the "basis for termination." The Residents shall pay for District services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the District shall have ten (10) days to provide a written response to the City of Kent. If the District provides a written response which provides an adequate explanation for the "basis for termination" and the District cures the "basis for termination" to the satisfaction of the City of Kent, the One hundred eighty (180) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under these provisions shall be without penalty to the City.

The City may terminate this Agreement immediately upon written notice to the District in the event that any District employee or elected official reasonably act(s) or omission(s) frustrate, impede, obstruct, unreasonably delay or otherwise unreasonably increase the cost of the City's ability to perform its obligations under this Agreement. The City shall be entitled to full recompense for all services rendered to the time of this termination. Termination under this provision shall be without penalty to the City.

2. **TERMINATION BY DISTRICT.** Failure of the City to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the District who shall provide One hundred eighty (180) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The Residents shall pay the District for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice the City shall have ten (10) days to provide a written response to the District. If the City provides a written response to the District which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the District, the One hundred eighty (180) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the District.

The District may terminate this Agreement immediately upon written notice to the City in the event that any City employee or elected official reasonably act(s) or omission(s) frustrate, impede, obstruct, unreasonably delay or otherwise unreasonably increase the cost of the District's ability to perform its obligations under this Agreement. The District shall be entitled to full recompense for all services rendered to the time of this termination. Termination under this provision shall be without penalty to the District.

- 15.2 **Assignment/Delegation.** Neither party shall delegate, assign or sub-Agreement any rights, duties or obligations under this Agreement without the express written consent of the other party, and each party hereby binds itself to the successors and assigns of the other party in respect of all covenants of this Agreement.
- 15.3 **Amendment.** This written Agreement embodies the entire agreement between the parties appertaining to the subject matter herein. Should any changes, mutually agreed upon, become necessary and/or appropriate, such changes shall be incorporated only by written amendment signed by both parties.
- 15.4 **Covenant of Cooperation.** Each party shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to effect, claim, reserve and maintain this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary documentation required in connection with the Agreement.
- 15.5 **Governing Law and Jurisdiction.** This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio and in the Courts of Portage County, Ohio or in the case of Federal Jurisdiction in the United States District Court of Ohio, Northern District, Eastern Division.

- 15.6 Modification. This Agreement may be modified only with the express written consent of both parties.
- 15.7 Notice. Any notice required or permitted to be given under this Agreement will be effective if it is sent by certified or registered mail, return receipt requested, or insured courier to the appropriate party at the address set forth below. Either party may change its address for receipt of notice by providing the other party with the new address in accordance with this Section. Notices are deemed given five (5) business days following the date of mailing or one (1) business day following delivery to a courier; the date of notice is the date of mailing.

William G. Steiner, II, Director
Portage County Solid Waste District
3588 Mogadore Road
Kent, OH 44240

David Ruller
City Manager
City of Kent
310 S. Depeyster Street
Kent, Ohio 44240

- 15.8 Records. The parties acknowledge that all records, books, documents, whether written or computer generated, pursuant to this Agreement, may be public records for purposes of Revised Code 149.43, unless otherwise exempted in accordance with State and Federal Law.
- 15.9 Severability. In the event that any term or clause of these general conditions is held to be invalid as contravening any law or governmental regulation or otherwise, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulation, but the remaining provisions shall continue in full force and effect.
- 15.10 Survival. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to audit requirements, financial recovery for District services rendered and/or expenses incurred, reimbursement provisions, confidentiality and transition procedures, will remain in effect after expiration or termination of the Agreement until such time as those requirements are fulfilled.
- 15.11 Waiver. The waiver of any term of this Agreement shall not be construed or interpreted as a waiver of any other term of the Agreement.

SECTION 16-Force Majeure

- 16.1 In case District performance of any term(s) or provision(s) of this Agreement is delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, strikes by the processing facility employees, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the District and which, by the exercise of reasonable diligence, the District is unable to prevent; the District may, at its option, suspend or cancel, without liability, the performance of its obligations hereunder during the period such cause continues.

SECTION 17 - Insurance

17.1 The District shall at all times, from the inception of this Performance Agreement with the City, until its final performance, have in effect insurance of the kinds and with the limits at least in the amount as indicated below.

- a. Motor Vehicle Bodily Injury and Property Damage Liability Insurance. The Equipment District shall carry insurance to cover liability and claims arising from the use and operation, in connection with the performance of the Performance Agreement, of motor vehicles (as customarily defined in liability insurance policies), whether they are owned, hired or non-owned by the Equipment Vendor.
- b. Damage Liability and Property Damage Liability. The District Commissioners shall furnish evidence to the City that with respect to the operations performed, the District Liability Insurance shall provide for a limit not less than \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence, and regular Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of an injury to or destruction of property in any one accident, and, subject to that limit per accident a total (or aggregate) limit of \$1,000,000.00 for all damage arising out of injury to or destruction of property during the policy period.

NOW, THEREFORE, the District Commissioners and City of Kent do hereby agree to these Agreement conditions;

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

PORTAGE COUNTY SOLID WASTE DISTRICT COMMISSIONERS:

Vicki A. Kline Date: _____

Kathleen Clyde Date: _____

Sabrina Christian-Bennett Date: _____

CITY OF KENT

David Ruller Date: _____

DRAFT NO. 2019-31

AN ORDINANCE ACCEPTING TWO DONATIONS TOTALING \$300.00 TO THE CITY OF KENT PARKS & RECREATION DEPARTMENT FROM MISTY SOMMERS, JODY SWEARENGEN AND SUZANN MILLER MOLEDAR, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Parks & Recreation Department has received a donation of \$100.00 from Misty Sommers for a tree to be planted in Fred Fuller Park in memory of Tom & Shirley Sommers; and

WHEREAS, the City of Kent Parks & Recreation Department has received a donation of \$200 from Jody Swearengen and Suzann Miller Moledar for a tree to be planted in Fred Fuller Park in memory of Harry Miller.

WHEREAS, the City wishes to accept said donations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager on behalf of the City of Kent to accept the donations of \$300.00 from Misty Sommers, Jody Swearengen and Suzann Miller Moledar to plant trees in Fred Fuller Park.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL

DRAFT NO. 2019 - 32

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2019 COMMUNITY EVENT SPONSORSHIP PROGRAM AWARD IN THE AMOUNT OF \$2,000.00, AND DECLARING AN EMERGENCY

WHEREAS, the City of Kent, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a NOPEC 2019 Community Event Sponsorship Award in the amount of \$2,000.00; and

WHEREAS, the City would like to use the funds for the 2019 Heritage Festival.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Kent City Council hereby authorizes the City Manager, or his designee, to accept the NOPEC 2019 Community Event Sponsorship Program Award in the amount of \$2,000.00.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

(SEAL)

Dawn Bishop
INTERIM CLERK OF COUNCIL

AN ORDINANCE AUTHORIZING THE CITY OF KENT TO SUBMIT AN APPLICATION TO THE 2019 AARP COMMUNITY CHALLENGE GRANT PROGRAM AND TO ACCEPT THE GRANT, IF AWARDED, WITH CORRESPONDING APPROPRIATION OF FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent desires to participate in the 2019 AARP Community Challenge Grant Program which is intended to help communities make immediate improvements and jump start long term progress in support of residents of all ages; and

WHEREAS, the City of Kent has an existing project with Portage Area Regional Transportation Authority (PARTA) to jointly install bus passenger shelters that fits the criteria of the grant; and

WHEREAS, if grant is awarded to the City, the funds will go towards costs related to installing concrete pads and connections to existing sidewalks and/or acquisition and installation of bus passenger shelters; and

WHEREAS, time is of the essence to submit the application. The deadline is April 17, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Kent City Council authorizes the City to make application to participate in the 2019 AARP Community Challenge Grant Program, and provide all information, funds, and documentation required in said application for submission.

SECTION 2. That the Kent City Council hereby approves filing a proposal for financial assistance under the 2019 AARP Community Challenge Grant Program and to accept a grant if it is awarded to the City with corresponding appropriations for its use.

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

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL

**THE CITY OF KENT, OHIO
STREETS, SIDEWALKS, AND UTILITIES COMMITTEE
WEDNESDAY, MARCH 6, 2019**

Chair Roger Sidoti called the meeting of the Streets, Sidewalks, and Utilities Committee of Kent City Council to order at 8:13 p.m.

PRESENT: Mr. Jack Amrhein; Mr. Michael DeLeone; Mr. Garret Ferrara; Mr. John Kuhar; Ms. Gwen Rosenberg; Ms. Heidi Shaffer; Mr. Roger Sidoti; Mr. Robin Turner; and Ms. Tracy Wallach.

ALSO PRESENT: Mr. Jerry T. Fiala, Mayor and President of Council; Mr. Dave Ruller, City Manager; Ms. Hope Jones, Law Director; Ms. Bridget Susel, Community Development Director; Police Chief Michelle Lee; Ms. Melanie Baker, Public Service Director; Mr. Jim Bowling, City Engineer; Fire Chief John Tosko; Ms. Dawn Bishop, Interim Clerk of Council.

ABSENT: Mr. John Kuhar

There was one (1) item on the Agenda.

1. East Main Street Neighborhood Study Agreement Amendment #1

Mr. Ruller said as Jim Bowling, Kent State, and neighbors have been meeting routinely and regularly to talk about things that need done in the neighborhood to preserve, enhance the neighborhood and talk about safety and traffic. Then on the other side the University is looking at upgrading their front door and they have a lot of aspirations for that corridor. They are looking for Council's consideration and approval of the amendment which extends the original agreement.

Mr. Bowling added that the money included in the amendment is already in the City's budget and they are looking to get the additional \$75,000 from Kent State to help continue this along. At the end of this amendment, the goal would be they would be pursuing funding for the actual design and construction.

No comments or questions from Council or the Audience.

MOTION TO ACCEPT THE EAST MAIN STREET NEIGHBORHOOD STUDY AGREEMENT AMENDMENT #1, AND DECLARING AN EMERGENCY made by Mr. Amrhein, seconded by Ms. Shaffer, and CARRIED by a voice vote of 8-0.

Hearing no further business before this Committee, Chair Sidoti adjourned the meeting at 8:16pm.

Dawn Bishop
Interim Clerk of Council

ACTION RECOMMENDED:

- 1) ACCEPT THE EAST MAIN STREET NEIGHBORHOOD STUDY AGREEMENT AMENDMENT #1.**

DRAFT NO. 2019 - 34

AN ORDINANCE AMENDING RESOLUTION NO. 2018-40 THAT PASSED MARCH 21, 2018 TO ENTER INTO THE EAST MAIN STREET AREA AGREEMENT BETWEEN THE CITY OF KENT AND KENT STATE UNIVERSITY TO SET THE FRAMEWORK TO BEGIN INVESTIGATING TRAFFIC CONCERNS ALONG THE EAST MAIN STREET CORRIDOR, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent desires to amend the East Main Street Area Agreement with Kent State University (KSU) to expand to include several additional items, including but not limited to, a traffic analysis of the corridor, a highway safety study and further public involvement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to amend the East Main Street Area Agreement between the City and KSU to expand to include several additional items, including but not limited to, a traffic analysis of the corridor, a highway safety study and further public involvement, and is more fully described in Exhibit "A" attached hereto and incorporated herein.

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

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

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

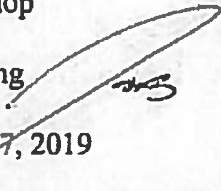
(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL

**CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING**

MEMO

TO: Dave Ruller
Dawn Bishop

FROM: Jim Bowling 

DATE: February 27, 2019

RE: East Main Street Area Agreement – Amendment 1

The Service Department is requesting council's consideration and approval of the attached Amendment to the East Main Street Area Agreement between the City of Kent and Kent State University (KSU). The amendment extends the original agreement to continue the planning process begun to investigate concerns along the East Main Street Corridor expressed by residents and travelers along East Main Street. The amendment is intended to continue the planning process to a point where we will be able to submit for outside funding to help complete improvements established through the planning process. The financial commitment required for the amendment is already included in the 2019 annual budget.

C: Melanie Baker
Jon Giaquinto
Harrison Wicks
file

EAST MAIN STREET AREA AGREEMENT

Amendment #1

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

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

This Amendment, dated _____ 2019, is by and between Kent State University ("KSU") and the City of Kent, Ohio ("City"), duly formed under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the City and KSU agreed on March 28, 2018 to collaborate and partner on a strategic and transformational corridor project along East Main Street from Willow Street to Horning Road; and

WHEREAS, the City and KSU have begun the planning process for the project and the original agreement needs to be expanded to include several additional items, including but not limited to a traffic analysis of the corridor, a highway safety study and further public involvement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties that the City and KSU agree to expand the collaboration and partnership begun with the East Main Street Area Agreement, to include the following:

City:

- Take the lead role in managing a traffic analysis of the East Main Street corridor that will evaluate potential changes to the corridor from the planning study and KSU's Campus Master Plan, adopted on March 7, 2018.
- Have a Highway Safety Study completed for submittal to the Ohio Department of Transportation's (ODOT) Highway Safety Program for project funding.
- Lead additional public involvement activities in determining potential alternates for the East Main Street Area.
- The City shall fund 50% of the costs for the above services, up to an additional \$75,000.

KSU:

- Assist the City in the management of the traffic analysis and Highway Safety Study. This will include, but is not limited to, providing timely updates on the implementation of the Campus Master Plan that would have an impact on traffic with the East Main Street Area.
- KSU shall fund 50% of the costs for the above services, up to an additional \$75,000.

Schedule:

The City and KSU will diligently pursue the additional work described above and strive to have the work completed in time to submit the Highway Safety Study to ODOT by September, 2019. This date can be adjusted by the mutual agreement of both parties. In addition, both parties will continually pursue other outside funding sources until the project is completed or abandoned by both parties.

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

CITY OF KENT

Approved and Accepted by:

Dave Ruller
City of Kent, City Manager

Date: _____

Witness: _____

Witness: _____

Approved as to Form:

Hope Jones
City of Kent, Law Director

Date: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount SEVENTY FIVE THOUSAND Dollars (\$75,000) 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.

Dave Coffee, Director of Budget and Finance

Date

KENT STATE UNIVERSITY

Approved and Accepted by:

Mark Polatajko,
Senior Vice President
for Administration

Witness: _____

Witness: _____

Date: _____

EAST MAIN STREET AREA AGREEMENT

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

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

This Agreement, dated March 28 2018, is an agreement made and entered into between Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

WITNESSETH:

WHEREAS, KSU and the City desire to transform the north edge of campus by creating a new East Main Street entry onto the KSU campus, extending the front campus green space east along the north edge of campus, consolidating parking and providing improved academic uses; and

WHEREAS, both the City and KSU desire to protect and enhance the residential neighborhoods located north of East Main Street by limiting through traffic and enhance pedestrian and bike connectivity to the public amenities on campus; and

WHEREAS, the university's Campus Master Plan, adopted on March 7, 2018, includes the potential construction of new academic and parking facilities, and the elimination of existing surface parking along this same section of Main Street; and

WHEREAS, KSU and the City desire to improve the safety along East Main Street from Willow Street to Horning Road and provide better connectivity for pedestrians between KSU and residential neighborhoods adjacent to the University and north of East Main Street; and

WHEREAS, East Main Street from Willow Street to Luther Avenue is the highest roadway crash section in Kent, as ranked by the Akron Metropolitan Area Transportation Study (AMATS) from 2013-2015 crash data; and

WHEREAS, the intersection of East Main Street and Lincoln Street is the second (2nd) highest crash intersection in Kent, as ranked by the AMATS from 2013-2015 crash data; and

WHEREAS, there were seven (7) reported pedestrian crashes and two (2) reported bicycle crashes, from 2010-2012, along East Main Street between Lincoln Street and Midway Drive as documented by AMATS; and

WHEREAS, the parties desire to hire a consultant to assist them in planning improvements and addressing safety and neighborhood concerns involving the East Main Street area as set forth in this Agreement; and

THEREFORE, The City and KSU commit to collaborate and partner to initiate a strategic and transformational corridor project that will require planning and the pursuit of funding for the eventual design, right of way acquisition and construction of improvements along the East Main Street corridor. The goal of the project is to assure all improvements are planned with input from the residents and businesses along East Main Street, and are designed to enhance traffic flow, safety and the residential feel of neighborhoods along East Main Street. At this time each party agrees to the following:

City:

- Take the lead role in a planning process to address the safety and neighborhood protection/enhancements needs along East Main Street. The planning process will be conducted with the participation and input from the residential and business community, especially the neighborhoods located across East Main Street.
- Jointly with KSU, hire a consultant to assist in the planning process.
- The City shall fund 50% of the planning consultant's services, up to \$25,000.
- Pursue outside funding for the completion of the project.

KSU:

- Assist the City in the planning process to determine improvements along and adjacent to East Main Street to address the safety needs and neighborhood protection/enhancements needs.
- Jointly with the City, hire a consultant to assist in the planning process.
- KSU shall fund 50% of the planning consultant's services, up to \$25,000.
- Pursue outside funding for the completion of the project.

Schedule:

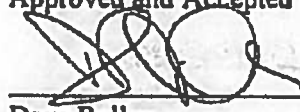
The City and KSU will diligently pursue hiring the consultant and thereafter completion of the planning process in an effort to complete process by July, 2018. This date can be adjusted by the mutual agreement of both parties. In addition, both parties will continually pursue outside funding sources until the project is completed or abandoned by both parties.

Exhibit A

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

CITY OF KENT

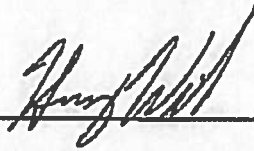
Approved and Accepted by:



Dave Ruller
City of Kent, City Manager

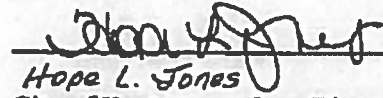
Date: 3/26/18

Witness: _____



Witness: _____

Approved as to Form:



Hope L. Jones
City of Kent, Law Director

Date: 3/23/18

Certificate of Director of Budget and Finance

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



Dave Coffee, Director of Budget and Finance

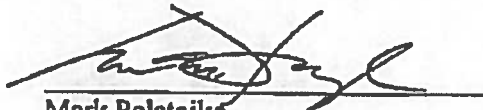
3-28-2018

Date

Exhibit A

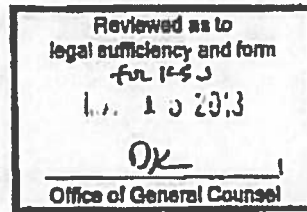
KENT STATE UNIVERSITY

Approved and Accepted by¹:



Mark Polatajko,
Senior Vice President
for Administration

Date: 3/19/18



Witness: Shelley Capellman

Witness: Peta Demas

¹ Pursuant to the acceptance of passage of the facilities master plan by the KSU Board of Trustees

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR IMPROVEMENTS ON NORTH WATER STREET, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent applied for the ODOT Highway Safety Program (HSP) grant pursuant to Resolution 2018-41 for improvements on North Water Street; and

WHEREAS, ODOT will resurface N. Water Street providing standard travel lane widths between Main Street and Fairchild Avenue (PID No. 109347); and

WHEREAS, the City of Kent, hereinafter referred to as the Legislative Authority/Local Public Agency (LPA), wishes to give consent to the Director of Transportation to make improvements on North Water Street.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into an agreement giving consent to the State of Ohio Department of Transportation to make improvements on North Water Street and is more fully outlined in Exhibit "A" attached hereto and made a part thereof.

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

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary to expedite the highway project and to promote highway safety for the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: _____
Date

ATTEST: _____
Dawn Bishop
Interim Clerk of Council

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

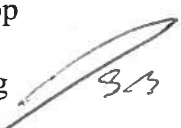
(SEAL)

DAWN BISHOP
INTERIM CLERK OF COUNCIL

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Dawn Bishop

FROM: Jim Bowling 

DATE: February 18, 2019

RE: North Water Street – ODOT Agreement

The Service Department is requesting City Council approval to execute the attached Ohio Department of Transportation (ODOT) LPA Federal Local-Let Project Agreement for improvements on North Water Street. This agreement is required for the acceptance of the ODOT Highway Safety Program (HSP) grant which was applied for with council's approval in Resolution 2018-41. The funding required for this Agreement is included in the approved 2018 Capital Plan.

c: Melanie Baker
Jon Giaquinto
Hope Jones
Sandy Lance

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Kent, hereinafter referred to as the LPA, 930 Overholt Rd., Kent OH 44240.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The resurfacing of N Water St (CR 502) and providing standard travel lane widths between Main St and Fairchild Ave in the City of Kent, which includes curb extensions, new pavement markings, reconfiguring on-street parking, pedestrian street lighting, new brick tree lawn and (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

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

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 1,325,930 as set forth in Attachment 1. ODOT shall provide to the LPA 90 percent of the eligible preliminary engineering, right-of-way and construction costs, up to a maximum of \$ 1,140,238 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

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

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

Exhibit A

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

Exhibit A

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

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that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by

Exhibit A

the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

James Bowling, PE
930 Overholt Rd.
Kent OH 44240
330-678-8106
BowlingJ@kent-ohio.org

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

9. CERTIFICATION AND RECAPTURE OF FUNDS

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

10. NONDISCRIMINATION

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

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

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

GOOD FAITH EFFORTS (GFEs)

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

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;

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- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such

Exhibit A

litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors.

Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

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

If to the LPA:

If to ODOT:

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

Exhibit A

15. GENERAL PROVISIONS

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

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

☐

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

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

☐

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

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

☐

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

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

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

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



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

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

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

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

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

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

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

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

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

Exhibit A

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

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

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

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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of

Exhibit A

Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

Exhibit A

POR CR502 N WATER ST.
COUNTY-ROUTE-SECTION

109347
PID NUMBER

33328
AGREEMENT NUMBER

DUNS NUMBER

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

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

Approved as to Form:

Hope Jones, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount ONE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED NINETY THREE Dollars (\$185,693) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the CAPITAL Fund fee from any obligation or certificates now outstanding.

Dave Coffee, Director of Budget and Finance

Date

POR CR502 N WATER ST.
COUNTY-ROUTE SECTION

109347

PID NUMBER

33328

AGREEMENT NUMBER

DUNS NUMBER

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS		FHWA FUNDS		Other FUNDS- TRC		TOTAL
	amount	%	amount	%	amount	%	
PE Preliminary develop; environ clearance	\$15,090	10					
PE final design;construction plans and specs	\$900	10	\$135,807	90	\$0		\$150,897
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0		\$8,101	90	\$0		\$9,001
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0		\$0		\$0		\$0
CONSTRUCTION fund source 1	\$110,703	10			\$0		\$0
Const. admin, mat'l testing & inspection	\$0		\$996,329	90	\$0		\$1,107,032
CONSTRUCTION fund source 2	\$59,000	100	\$0		\$0		\$0
Const. admin, mat'l testing & inspection	\$0		\$0		\$0		\$59,000
OTHER DIRECT OUT-OF-POCKET EXPENSES (provide details)	\$0		\$0		\$0		\$0
	\$185,693		\$1,140,237		\$0		\$1,325,930

POR CR502 N WATER ST.
COUNTY-ROUTE-SECTION

Attachment 2

109347
PID NUMBER

33328
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

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

be paid directly to _____
(CONTRACTOR'S NAME)

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

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