

ORDINANCE 2024 –100

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A WATER PLANNING AGREEMENT BETWEEN THE CITY OF KENT AND PORTAGE COUNTY WATER RESOURCES (PCWR) TO JOINTLY STUDY THE ABILITY TO SERVE POTABLE WATER TO THE SOUTH AREA OF KENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent and Portage County Water Resources (PCWR) established a Water Service Agreement in 2002 (Ordinance 2002-101) to supply the area with local water; and

WHEREAS, the study will look into modifying the service area boundaries, improving resiliency in supplying water and investigating potential emergency water connections in Brimfield Township.

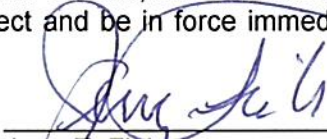
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a Water Planning Agreement between the City of Kent and Portage County Water Resources (PCWR) to jointly study the ability to serve potable water to the south area of Kent 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: September 18, 2024
Date



Jerry T. Fiata
Mayor and President of Council

EFFECTIVE: September 18, 2024
Date

ATTEST: Amy Wilkens
Amy Wilkens, CMC
Clerk of Council

I, AMY WILKENS, 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. 2024-100, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON September 18, 2024.

(SEAL)



AMY WILKENS, CMC
CLERK OF COUNCIL

WATER PLANNING AGREEMENT

**PORTAGE COUNTY
AND
CITY OF KENT**

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

This Agreement, dated _____, 2024, is an agreement made and entered into between Portage County (“County”) and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (“City”).

WITNESSETH:

WHEREAS, County Resolution 02-0890 and City Ordinance 2002-101 establish a water service agreement between the County and City (Exhibit A), and Section 13 of said agreement, of which this Water Planning Agreement is in furtherance, and

WHEREAS, the County and City public water systems are in close proximity to each other in Brimfield Township, and

WHEREAS, The County and City are looking to improve resiliency in supplying water and desire to investigate potential emergency water connections in Brimfield Township; and

WHEREAS, the County has identified a need for a supplemental water supply to assist in providing service to its customers, primarily in Brimfield Township south of the City along Howe Road hereinafter referred to as the “Study Area”; and

WHEREAS, the City has the capacity to produce additional water; and

WHEREAS, the City owns and maintains a 2,000,000 gallon water supply reservoir on Mogadore Road within the Study Area, hereinafter referred to as the “Mogadore Tank”; and

WHEREAS, the City desires to increase the turnover of water in the Mogadore Tank; and

WHEREAS, both parties desire to perform joint planning to determine the most efficient way forward to provide water to the public located in the Study Area and enhance the reliability of their respective water systems.

NOW THEREFORE, The City and County commit to investigate the potential to collaborate on providing water to the Study Area, hereinafter called the “Study.” The Study would generally include determining the infrastructure required for the City to provide water to the County, the costs for said infrastructure, the impacts to both water systems and potential revisions to the current service area. The City and the County agree to the following to complete the Study:

County:

- Provide management services for the Study.
- Jointly with the City, determine the scope of needs for a consultant to assist in completing the Study, including the specific services and qualifications required.
- Utilizing input from the City, select a consultant most qualified to assist in the completion of the Study.
- Negotiate fair and reasonable compensation with the selected consultant, particularly in regard to the essential requirements of the work, the consultant's abilities, and the value, scope, complexity and nature of the services.
- Hire and manage the consultant selected by the parties, including making all payments for the consultant's contract.
- Budget for an appropriation not to exceed \$100,000 for consultant's services, which is to be certified to the contract for the consultant's services.
- Invoice the City for the reimbursement of 50% of the cost of consultant's services, after receipt of consultant's invoices, up to \$50,000 total reimbursement.
- Obtain written consent of the City prior to authorizing any change orders to consultant's contract.
- Utilize input from the City when determining acceptability of consultant deliverables and provide duplicate original or copy thereof to the City.
- Provide the primary coordination with Ohio Environmental Protection Agency for the Study.

City:

- Jointly with the County, determine the scope of needs for a consultant to assist in completing the study, including the specific services and qualifications required.
- Assist the County in completing the study, including attending meetings, performing reviews and providing direction pertaining to the City's water system.
- Reimburse the County 50% of the cost of consultant's services, up to \$50,000 total reimbursement, payable within forty-five (45) days of receipt of invoice(s) from County.

Should the consultant services fail to be initiated within twelve (12) months from the date of this Agreement, then this Agreement shall be void.

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

CITY OF KENT

Approved and Accepted by:

Dave Ruller
City of Kent, City Manager

Date: _____

Witness: _____

Approved to Form:

Hope Jones
City of Kent, Law Director

Date: _____

Certificate of Director of Budget and Finance

It is hereby certified that the amount fifty thousand Dollars (\$50,000) 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 WATER Fund free from any obligation or certificates now outstanding.

Rhonda Hall, Director of Budget and Finance

Date

PORTAGE COUNTY

Anthony J. Badalamenti - Commissioner

Sabrina Christian-Bennett - Commissioner

Mike Tinlin - Commissioner

Approved to Form:

Approved:

Asst. Prosecuting Attorney
Portage County, Ohio

Daniel Blakely
Director Portage County Water Resources

EXHIBIT “A”

“2002 Water Service Area Agreement”

RESOLUTION

NO. 02-0890

RE: AUTHORIZING PORTAGE COUNTY BOARD OF COMMISSIONERS TO ENTER INTO A WATER SERVICE AREA AGREEMENT WITH THE CITY OF KENT

It was moved by Kathleen Chandler, and seconded by Christopher Smeiles that the following resolution be adopted:

WHEREAS, the City of Kent is a public water supplier currently supplying water to customers in the City of Kent and has water supplies sufficient to supply additional needs in the area; and desires for efficiency a distinct water service area; and

WHEREAS, Portage County Board of Commissioners desires for efficiency a distinct water service area; and

WHEREAS, Portage County Board of Commissioners has created the Portage County Regional Sewer District on April 11, 1974 by Resolution 74-78, with capacity to provide water services; now therefore be it

RESOLVED, by the Board of Commissioners of Portage County, Ohio;

Section 1. That the Board agrees to enter into a Water Services Area Agreement with the City of Kent.

Section 2. That a copy of the Water Service Agreement is attached hereto and incorporated herein.

Section 2. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Charles W. Keiper II, Yea; Kathleen Chandler, Yea; Christopher Smeiles, Yea;

* * * * *

I, Clerk of the Board of County Commissioners, do hereby certify that the foregoing document is true and correct copy of a resolution of the Board of County Commissioners of Portage County, duly adopted October 8, 2002 and appearing upon the official records of said Board Volume 55, page _____.

Desora Mazonec
Clerk, Portage County Commissioners

ORIGINAL

RECEIVED
PORTAGE COUNTY
COMMISSIONERS

2002 OCT 17 A 10: 01

WATER SERVICE AREA AGREEMENT

This agreement is entered into between the City of Kent, Ohio (the City) and Portage County, Ohio (the County).

The effective date of this agreement is the date that the City Council and Board of County Commissioners approve the agreement and all of the necessary signatures are obtained.

WHEREAS, the parties to this agreement want to be able to provide potable water to the residents of the County, both within and outside the City limits of Kent; and

WHEREAS, the City has excess water capacity available to be able to supply residents outside the City limits with water; and

WHEREAS, the County is continually upgrading its ability to supply water to the County residents where water service is not available; and

WHEREAS, it would not be fiscally responsible for the City and the County to overlap water lines to serve water customers in the same areas; and

Section 1. The City will be the sole provider of water to the owners or tenants of real property located within the Kent Service Area shown on the map attached hereto as Exhibit A and made a part hereof, subject to the provisions of Section 2. All areas outside the Kent Service Area are part of the Portage County Service Area.

Section 2. The County shall not construct water lines within the City Service Area identified in Section 1, except those lines necessary for the transmission of water through the City Service Area. Said transmission lines shall not service any customers

within the Kent Service Area, unless the City has previously denied water service to a potential customer, who is requesting water service near said transmission lines. In this case, the County shall notify the City, in writing, of its intent to supply water to a customer within the City Service Area. The City shall then have 60 days to respond to said request. Responding to the request means that the City has 60 days to tell the customer whether or not it will supply water to the customer within twelve months from the date of the response. If no response is received from the City within 60 days, the County will then have the right to supply water to said customer.

Section 3. The City shall not construct water lines outside of the Kent Service Area identified in Section 1, except those lines necessary for the transmission of water. Said transmission lines shall not service any customers outside of the Kent Service Area unless the County has previously denied water service to a potential customer, who is requesting water service near said transmission line. In this case, the City shall notify the County, in writing, of its intent to supply water to a customer outside of the County Service Area. The County shall then have 60 days to respond to said request. Responding to the request means that the County has 60 days to tell the customer whether or not it will supply water to the customer within twelve months from the date of the response. If no response is received from the County within 60 days, the City will then have the right to supply water to said customer.

Section 4. The City, when extending water service to new customers, may require the new customers to pay for or contribute to the cost of extending water lines in order to provide the new water service. The County may cooperate with the City in assessing property owners proportionately to recover the City's cost in extending water service to areas that are outside of the City limit, yet inside the City Service Area. Customers that are charged special assessments for the extension of the water service may be charged no more than a 25% surcharge on water consumption over and above the cost of water to customers located within the City limits of Kent.

Should the County fail to pass on special assessments to customers when requested by the City, which assessments would recover 100% of the costs of

constructing water lines, the City may impose up to a 50% surcharge to those customers.

All existing City water customers located outside of the Kent City limits upon the effective date of this agreement shall continue to pay up to a 50% surcharge unless the land is annexed into the City, or subject to the terms of a JEDD agreement.

Section 5. Water service areas may be changed at any time by mutual consent of the City and County by written agreement, authorized by Ordinance and Resolution.

Section 6. The County may construct water transmission lines, transmission and service mains, in any area not located within the City Service Area as identified in Section 1.

Section 7. The City Service Area will automatically expand to include any new properties that come within the City's corporate boundaries subject to Section 14.

Section 8. The City will not require new customers located outside the City boundaries to sign annexation agreements as a necessary condition to receiving City water service.

Section 9. The Kent City Council retains the exclusive authority to set rates for water consumption for customers within the City's corporate boundaries.

Section 10. The Kent City Council retains the exclusive authority to establish its charges for tap-in/connection/utilization fees for City water customers located within and without the City's corporate boundaries. Further, the City may impose a surcharge of up to 15% for tap-in/connection/utilization fees for City water customers located outside of the City's corporate boundaries.

Section 11. The Cities of Kent, Ohio and Ravenna, Ohio may construct a joint emergency water interconnect transmission line along Summit Road. The express purpose of this line is to provide each City with an emergency water supply.

Should said line be constructed, it would transmit water through portions of the Kent and Ravenna Service Areas as well as areas serviced by the County. Upon completion of construction, any and all customers not in the Kent or Ravenna Service Areas shall remain the customers of the County. In the event that a County customer requests water service along the Summit Road line, the City of Kent agrees to provide to the County 100,000 gpd of wholesale water through a master meter at a purchase rate of \$10.56 per 1000 cu. ft. through the year 2002. The rate shall be adjusted annually beginning January 1, 2003, using the Consumer Price Index as defined by the U.S. Bureau of Labor Statistics. The County shall provide storage capacity sufficient to maintain adequate pressure and flow for County customers along said line. The point of connection of the two systems (Kent and County) shall be along Summit Road within the County Service Area, although it may not necessarily be directly connected to the Kent/Ravenna joint emergency water interconnect transmission line.

Section 12. The City and the County agree to work jointly in the development of a water well field in Lot 51 of Franklin Township. This joint venture would be conducted under a separate written agreement between the City and the County. Conceptually, the City and County would equally share (50%) the water coming from the wells.

Section 13. The City and County, in order to enhance the reliability of their respective water systems, will connect into each other's water systems to provide each with emergency water service. The terms and provisions of said emergency water service, other than as referred to in Section 11 above, shall be provided for under a separate agreement.

Section 14. Should the City desire to acquire any County water lines and the County agrees to the acquisition, the City shall reimburse the County for said water lines pursuant to the Ohio Revised Code.

Section 15. This agreement shall be binding upon the parties, their successors and assigns, for 25 years from the date of execution of this document. The agreement will automatically renew for a second 25 year period unless either party provides a written notice to the other of its intent not to renew the agreement. Said notice shall be provided at least three years prior to the expiration of the original 25 year period.

Section 16. This agreement, and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Ohio.

Section 17. Neither party shall assign or transfer its rights or obligations under this agreement to a third party without the express written consent of the other party.

Section 18. Any notices or communications hereunder shall be in writing and sent to the City addressed as follows, or to such address as the City may advise the County in writing;

City of Kent
930 Overholt Rd.
Kent, Ohio 44240
Attention: Service Director

City of Kent
217 E. Summit Street
Kent, OH 44240
Attention: Clerk of Council

City of Kent
215 E. Summit Street
Kent, OH 44240
Attention: City Manager

and to the County at:

Board of County Commissioners
Portage County
449 South Meridian Street
Ravenna, OH 44266

Portage County Water Resources
449 South Meridian St.
P.O. Box 1217
Ravenna, OH 44266

Or to such other address as the County may advise the City in writing. Notice shall be deemed to have been given if: (A) sent by US Mail, certified or registered, with first-

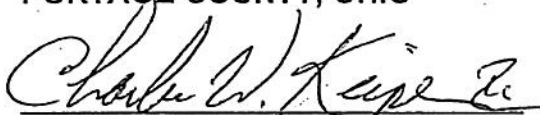
class postage pre-paid; or (B) made by personal delivery to the party to be notified at its respective address.

Section 19. This agreement was approved by the Kent City Council in Ordinance or Resolution 2002- 161, on 10/16/2002 (date).

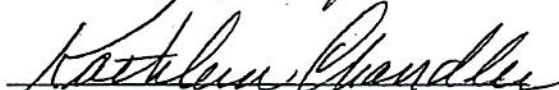
Section 20. This agreement was approved by the Board of Portage County Commissioners by Resolution 02-0890, on October 8, 2002.

In witness whereof, we have set our hands below.

**PORTAGE COUNTY BOARD OF COMMISSIONERS
PORTAGE COUNTY, OHIO**


Charles W. Keiper II, President

Date 10-16-02

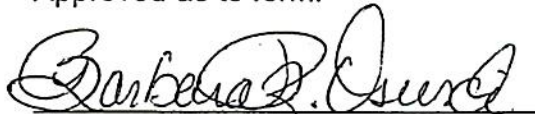

Kathleen Chandler, Vice President

Date 10/16/02


Christopher Smelles, Board Member

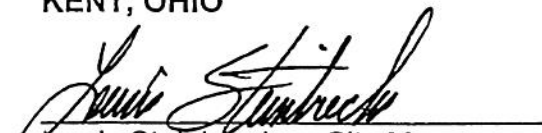
Date 10/16/02

Approved as to form:


Barbara P. Osurek
Portage County Prosecutor

Date: 10-15-02

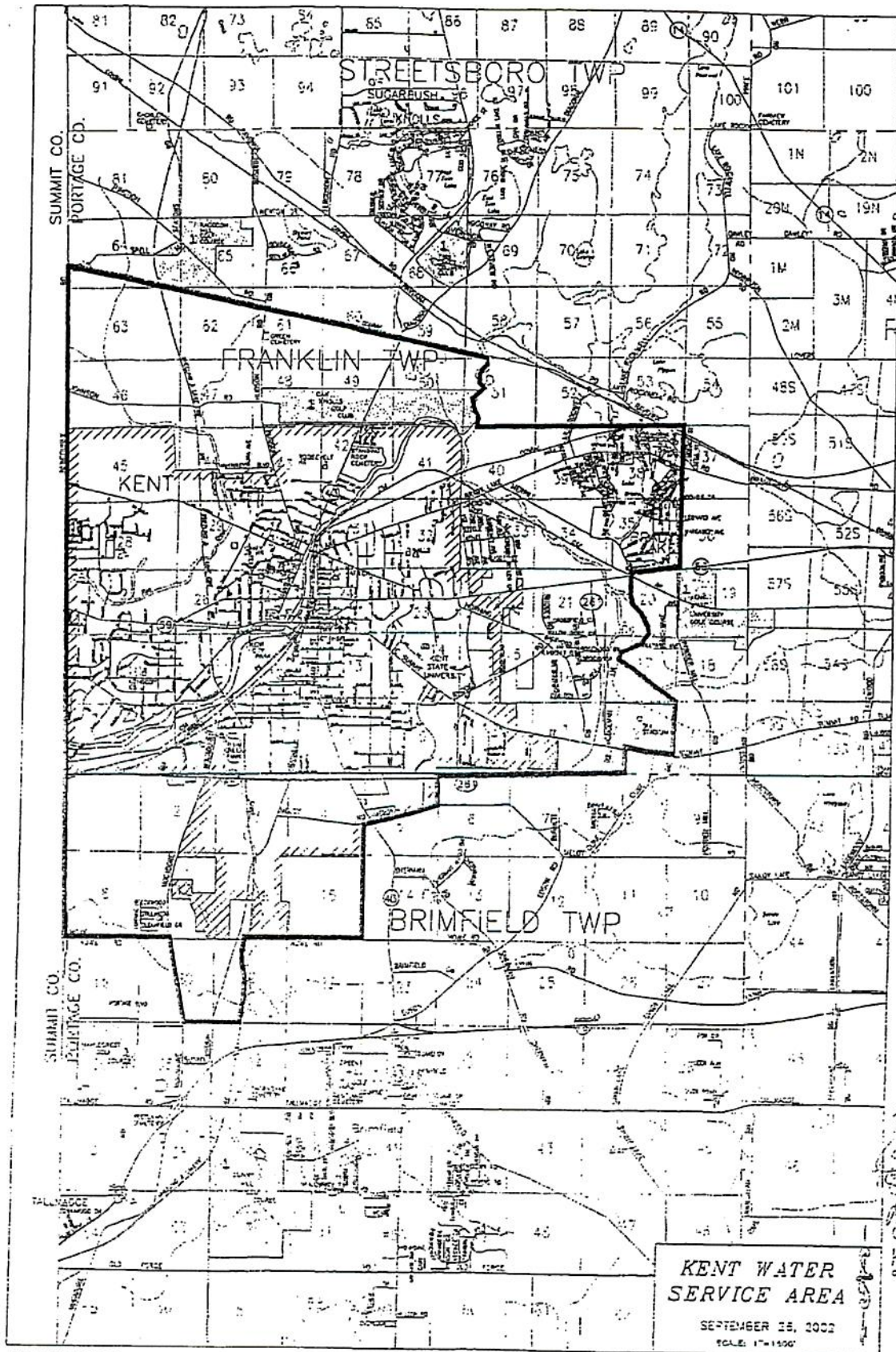
**CITY OF KENT
KENT, OHIO**


Lewis Steinbrecher, City Manager
City of Kent

Date Oct 16, 2002


James R. Silver, Law Director, City of Kent

Date: 10-16-02



O. K.
D.M....
Clerk
Portage County
Commissioners

KENT WATER
SERVICE AREA

SEPTEMBER 25, 2002
SCALE: 1"=1500'

[Handwritten signatures and initials]

ORDINANCE NO. 2002-101

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW WATER SERVICE AREA AGREEMENT WITH PORTAGE COUNTY, OHIO.

WHEREAS, the Federal Government wants local water service providers to agree to areas of service to prevent the duplication of services; and

WHEREAS, both the City of Kent, Ohio and Portage County, Ohio have the ability to supply water to certain areas of Portage County; and

WHEREAS, the City and the County have agreed to water service areas and have reduced the agreement to writing.

WHEREAS, the Kent City Council authorized the City Manager to enter into a Water Service Area Agreement with Portage County on March 20, 2002, Ordinance No. 2002-45; and

WHEREAS, the agreement referenced in Ordinance No. 2002-45 has been changed, with the new agreement now needing City Council approval.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least one-half (1/2) of all members elected thereto concurring:

SECTION 1. That the City Council of Kent, Ohio, hereby authorizes the City Manager to execute the Water Service Area Agreement with Portage County, Ohio, in substantial compliance with the attached, referenced hereto as Exhibit A 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 shall take effect and be in force from and after the earliest date allowed by law.

PASSED: 10/14/02
DATE

John Feider
MAYOR AND PRESIDENT OF COUNCIL

ATTEST: Leslie M. Coyle
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2002-101 was duly enacted this 16 day of Oct, 2002, by the Council of the City of Kent, Ohio.

Leslie M. Coyle
CLERK OF COUNCIL

RECEIVED
PORTAGE COUNTY
COMMISSIONERS
2002 OCT 28 A 11:51