



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: October 25, 2022

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *B.S.*

RE: TREX Agreement: Redding Empowered LLC

The City has received a TREX transfer permit request from Redding Empowered LLC (DBA D.P. Dough), which currently leases 1,106 square feet of storefront space at 215 South Water Street. Redding Empowered LLC is proposing to lease an additional 1,600 square feet from College Town Kent LLC to expand its operations into the vacant space north of its current location in order to expand its food and beverage services to include on-premises consumption and limited retail distribution of beer, wine, and certain mixed beverages (D-2 and D-2X permits).

College Town Kent LLC (CTK) is the owner of the building and supports the TREX request. Securing the permits through the TREX process will enable D.P. Dough to expand operations into a currently vacant lease space ensuring that the significant investment that CTK made at the time the building was constructed, continues to be supported by expanding the amount of occupied leased space. Redding Empowered LLC plans to make additional leasehold improvements to the currently vacant space in support of the company's business expansion efforts.

I am respectfully requesting time at the November 2, 2022 Committee session to discuss this matter in greater detail with members of Council and to ask for authorization, with emergency, for the City to enter into the Development Agreement with Redding Empowered LLC in support of the company's expansion plans.

Please let me know if you need any additional information in order to add this item to the agenda.

Thank you.

Attachment

Cc: Hope Jones, Law Director
Amy Wilkens, Clerk of Council
Tom Wilke, Economic Development Director

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 •

www.KentOhio.org

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2022, 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 Redding Empowered LLC, an Ohio limited liability company (hereinafter referred to as the "Redeveloper").

WITNESSETH:

WHEREAS, the City has been active in the redevelopment and clearance of underdeveloped, blighted, and deteriorated areas in the City, and in this connection implemented the Downtown Urban Renewal Plan dated January 2001 (the "Urban Renewal Plan"); and

WHEREAS, College Town Kent LLC currently owns the previously redeveloped property located at 215 South Water Street, Kent, Ohio (the "Property") which includes approximately 1,106 square feet of leased space currently occupied by the Redeveloper and an additional 1,600 square feet of vacant space the Redeveloper intends to lease, for a total of 2,706 square feet of retail/commercial space, located on the first floor of the building, to be occupied by the Redeveloper, with such improvements hereinafter referred to as the "Private Improvements;" and

WHEREAS, College Town Kent LLC, as the owner of the Private Improvements, intends to enter into a lease with the Redeveloper for additional space at 215 South Water Street and the Redeveloper intends to use the additional space to expand its food service offerings to allow for the on-premise consumption and limited retail distribution of beer, wine, and certain mixed beverages; 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 residents of the City; and

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

WHEREAS, the Redeveloper needs to acquire liquor permits in order to sell wine, beer and certain mixed beverages at said location – specifically, D-2 and D-2X permits, using the TREX liquor license provisions of Ohio Revised Code § 4303.29.

WHEREAS, the Redeveloper's use of the Private Improvements is dependent upon the City agreeing to accept a transfer of a liquor license from another location in the State to the City (TREX license); and

WHEREAS, the City has previously acknowledged that the Private Improvements at 215 South Water Street, Kent, Ohio is at a minimum amount of \$175.00 per square foot for the

completion of the build out of the space, the provided fixtures, liquor permits, inventory and supplies for the expanded food service offerings; 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 license, if its approval is required before Redeveloper may transfer the liquor license 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
- b) The amount of monies previously invested into 215 South Water Street, Kent, Ohio; and
- c) The amount of square foot space being repurposed by the Redeveloper; and
- d) The character of the principals of Redding Empowered LLC; and
- e) That it is D-2 and D-2X permits being requested.

WHEREAS, the Kent City Council authorized a TREX liquor license transfer policy based upon items listed above; and

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.

(a) The Redeveloper agrees to repurpose the Private Improvements thereon consistent with all Federal, State and local laws.

The Redeveloper shall commence the Private Improvements when it is ready to do so and has the necessary approvals from the City.

All of the redevelopment on the Property shall be made in accordance with the Redeveloper's approved Project Plans.

The City and the Redeveloper each shall proceed in good faith and diligently, and in cooperation with the other, to carry out its activities necessary to meet the conditions of the Commencement Date.

The Redeveloper shall give notice to the City within ten (10) days of the occurrence of the Commencement Date. If the Commencement Date has not occurred by the 180 day 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. Redeveloper's Responsibilities.

In exchange for the approval of the transfer of the liquor license into the City by the City Council, described in Section 3 of this Agreement, the City shall permit the Redeveloper to use the property for expanded food service offerings to allow for the on-premise consumption and limited retail distribution of beer, wine, and certain mixed beverages. The Redeveloper shall:

- a) Repurpose the spaces at 215 South Water Street, Kent, Ohio, which the City acknowledges has Private Improvements valued at a minimum of \$175.00 per square foot, which monies may include leasehold improvements, in the spaces consisting of a total of approximately 2,706 square feet.
- b) Continually follow and obey all local, state and federal laws in the redevelopment of the property and in the operation of the wine bar.
- c) Receive the written permission of the City of Kent Council to transfer said license 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 liquor license into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 215 South Water Street, Kent, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said liquor license to a different location within the City of Kent, or to transfer said liquor license 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 license 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 will sell wine, beer and certain mixed beverages at said location – specifically, D-2 and D-2X permits are being transferred.

Said consent shall not be unreasonably withheld.

Section 4. Assignment or Sale of Liquor License.

The liquor license 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 proceed to revoke the approval of the transfer of the liquor license into the Kent City limits 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 default or breach of its obligations; or to revoke the approval of the transfer of the liquor license into the City, mandating the closing of the wine bar and the relocation of the liquor license 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, or delivered personally, and

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

Redding Empowered LLC
215 South Water Street
Kent, Ohio 44240
ATTENTION: Devine Redding

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

City Manager
301 S. Depeyster Street
Kent, Ohio 44240

with a copy to the Law Director at 320 S. Depeyster Street, Kent Ohio.

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 attorneys' 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 REDDING EMPOWERED 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

By _____
Dave Ruller, City Manager

REDDING EMPOWERED LLC

By _____
Devine Redding, Managing Member

APPROVED AS TO FORM:

Hope Jones, Law Director, City of Kent



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

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: September 13, 2022
Re: Advance of Property Taxes Resolution

Dave,

The City is permitted by Section 321.34 of the Ohio Revised Code to request the County advance to the City any property taxes that have been collected prior to the normal February settlement date. Passage of this resolution will enable the City to receive at least a portion of its property taxes approximately four to six weeks prior to the actual settlement date. I am respectfully requesting City Council's approval of a resolution for this purpose to be placed on the City Council agenda for Nov. 2, 2022.

Thank you.



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

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: September 13, 2022
Re: Local Government Fund Revenue Calculation

Dave,

Portage County held a meeting with the Municipalities, Villages and Townships within Portage County regarding the Local Government Fund (LGF) revenue calculation. It was agreed by the majority of communities to continue using the same calculation that was determined 5 years ago but instead of using that calculation for the next 5 years, it would be in place for the next 10 years. I would like to add an agenda item to the November 2, 2022 Committee Meeting to request Council's approval for the City of Kent to agree to the same percentage of the LGF revenue share.

Thank you.

A handwritten signature in blue ink that reads "Rhonda Hall".

Office of the Budget Commission
Portage County, Ohio

Victor V. Vigluicci
Janet Esposito
Brad Cromes

August 30, 2022

Ladies and Gentlemen of the Political Subdivisions and Governmental Units of Portage County:

As you know, the Alternative Formula for the distribution of Local Government Funds which was adopted by all Portage County political subdivisions pursuant to ORC 5747.53 expires at the end of fiscal year 2023. A copy of the current Alternative Formula is attached for your reference.

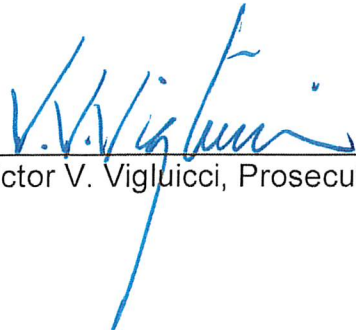
If your political subdivision wishes to continue the current formula for an additional period, please provide the Secretary of the Budget Commission, Auditor Janet Esposito, with a Resolution or Ordinance passed by the governing body of your political subdivision, adopting the new Alternative Formula, attaching the Alternative Formula as an Exhibit, and specifying the term of your approval. We would request that we receive your Resolution or Ordinance by December 1, 2022.

For your information, the County Commissioners have notified us by their e-mail dated August 18, 2022, that they are willing to maintain the current formula for an additional 10 year period, i.e. 2024-2033.

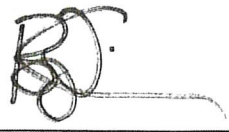
For your convenience we have also attached a sample Resolution which you may refer to or use at your discretion.

Thank you for your consideration and please contact any member of the Budget Commission if you have a question.

The Portage County Budget Commission


Victor V. Vigluicci, Prosecutor


Janet Esposito, Auditor


Brad Cromes, Treasurer

**ALTERNATIVE LOCAL GOVERNMENT FORMULA
FOR THE YEARS 2024 - 2033**

SUBDIVISION	% GRAND TOTAL
Atwater Twp	0.887%
Brimfield Twp	1.639%
Charlestown Twp	0.794%
Deerfield Twp	0.895%
Edinburg Twp	0.872%
Franklin Twp	1.162%
Freedom Twp	0.897%
Hiram Twp	0.855%
Mantua Twp	1.091%
Nelson Twp	0.927%
Palmyra Twp	0.905%
Paris Twp	0.789%
Randolph Twp	1.139%
Ravenna Twp	1.524%
Rootstown Twp	1.427%
Shalersville Twp	1.176%
Suffield Twp	1.238%
Windham Twp	0.801%
TOTAL TOWNSHIPS	19.018%

Aurora City	5.142%
Kent City	17.231%
Ravenna City	7.226%
Streetsboro City	5.142%
TOTAL CITIES	34.741%

Garrettsville Village	1.392%
Hiram Village	1.392%
Mantua Village	1.392%
Sugarbush Knolls Village	0.362%
Windham Village	1.442%
Mogadore Village	0.461%
TOTAL VILLAGES	6.441%

PORTAGE COUNTY	39.800%
	100.000%

School Travel Plan (ODOT Consultant) Ordinance Example:

Ordinance/Resolution# _____

The following is _____ enacted by the _____ of
(an Ordinance/a Resolution) (Local Public Agency, School Board)

_____ County, Ohio, hereinafter referred to as the LPA, in the matter of the stated described project.

WHEREAS, the United States Congress has set aside monies for Safe Routes to School Projects, hereinafter SRTS Funds, through the State of Ohio, Department of Transportation; and

WHEREAS, Applicants can apply for SRTS Funds and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, the School Travel Plan, hereinafter referred to as the Project, is an activity eligible to receive federal transportation funding; and

NOW, THEREFORE BE IT ORDAINED by (Board of County Commissioners/City/Village Council, School Board), State of Ohio, that:

SECTION ONE: The LPA hereby authorizes _____
(Contractual Agent)

to prepare and execute on behalf of the LPA an application for SRTS School Travel Plan Development for the stated described project and to submit same to the State of Ohio, Department of Transportation.

SECTION TWO: If awarded the project, no funding will be reimbursed to applicants for School Travel Plan Development. Applicants will be asked to provide information, develop a team, and work with ODOT on plan development. The LPA further agrees to pay One Hundred Percent (100%) of the cost over and above the work provided by the State of Ohio, Department of Transportation.

SECTION THREE: Upon completion of the described Project, the Applicant shall:

- Provide completed School Travel Plan with adequate community endorsements.

SECTION FOUR: If the application is approved for the STP Development the _____
(Contractual Agent)

of said Applicant is hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____ (Clerk) _____ (Officer of Applicant-title)

Attested: _____ (Title) _____ (President of Council)

This _____ is hereby declared to be an emergency measure to take effect and be in force immediately upon its passage to meet the Safe Routes to School application deadline.

KENT POLICE DEPARTMENT

Sep-22

	SEPTEMBER 2021	SEPTEMBER 2022	TOTAL 2021	TOTAL 2022
CALLS FOR SERVICE	1869	1951	16159	16610
KENT FIRE CALLS	486	531	3609	4076
BRIMFIELD FIRE CALLS			127	127
ARRESTS, TOTAL	188	157	1373	1282
JUVENILE ARRESTS	13	12	63	84
O.V.I. ARRESTS	13	13	104	125
TRAFFIC CITATIONS	214	156	1526	1441
PARKING TICKETS	868	841	8068	8398
ACCIDENT REPORTS				
ACCIDENT REPORTS	66	54	381	431
Property Damage	37	35	198	206
Injury	12	8	61	59
Private Property	11	5	66	110
Hit-Skip	5	5	37	37
OVI Related	1	0	15	12
Pedestrians	0	1	4	7
Fatals	0	0	0	0
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	2	0	4	2
Assault Total	19	14	171	130
Serious		1	1	8
Simple	18		13	119
Burglary	4	9	46	34
Larceny	23	39	233	193
Auto Theft	0	2	4	18
Arson	0	0	0	1
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	48	64	458	378
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	3	0	4	1
Assault Total	19	12	132	107
Serious		1	1	21
Simple	18		11	126
Burglary	1	2	15	16
Larceny	4	9	38	41
Auto Theft	1	1	2	5
Arson	0	0	0	0
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	28	24	191	170