




CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 27, 2022

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director 

RE: Update to the Design Guidelines: Work Session with Council

The Community Development Department staff has been working with CT Consultants on the update to the Design Guidelines, which are APPENDICES A and B of the City's Zoning Code. The first work session with Council was held on July 6, 2022, but since time was limited, CT Consultants did not complete its full presentation so a second session is being requested to finish the discussion with Council.

CT Consultants will be expanding upon its introductory first session by providing information on:

- Public comments and input collected through the public engagement session and smaller stakeholder interviews;
- Expand upon the differences between standards (regulations) and guidelines in order to add more clarity to what proposed changes will be considered as part of the update;
- Discussing the importance of identifying appropriate standards and guidelines that will align with Kent's existing downtown built environment and any future development that may be proposed by business owners and developers.

This work session does not require any legislative action at the present time. Please let me know if you require any additional information in order to add this item to the October 5, 2022 Committee of the Whole agenda. Thank you.

Attachment

Cc: Hope Jones, Law Director
Eric Fink, Assistant Law Director
Tim Sahr, Development Engineer
Kailyn Cyrus, Development Planner
Amy Wilkens, Clerk of Council

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UPDATE TO DESIGN GUIDELINES

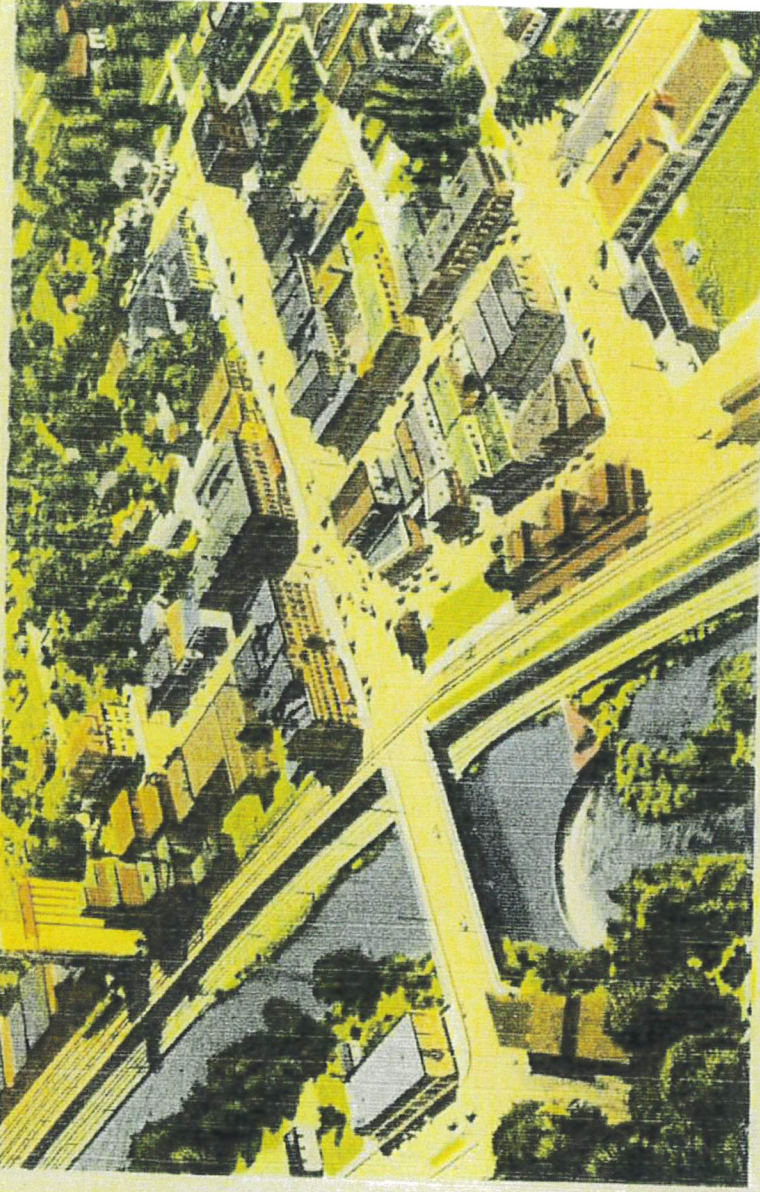
Kent, OH

10/5/2022



FADING THROUGH
the next 100 years

Aerial View of Business District, Kent, Ohio



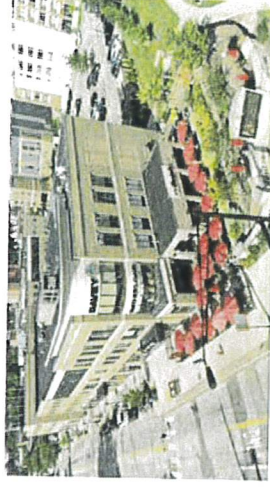
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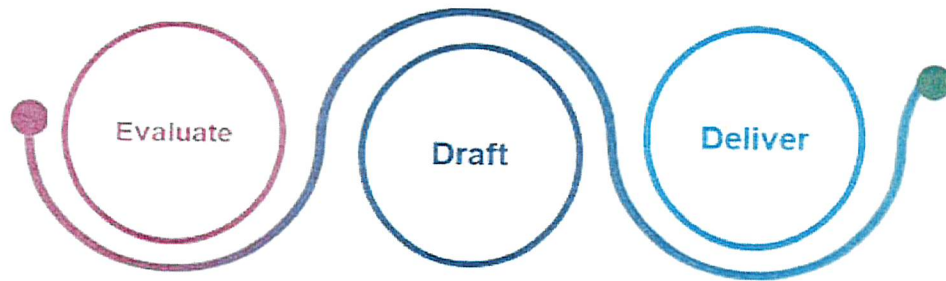
ALISA DUFFEY ROGERS, AICP

KRIS HOPKINS, FAICP



LEADING THROUGH
the next 100 years





PHASE 1

Comprehensive evaluation of relevant planning documents and the existing built environment

PHASE 2

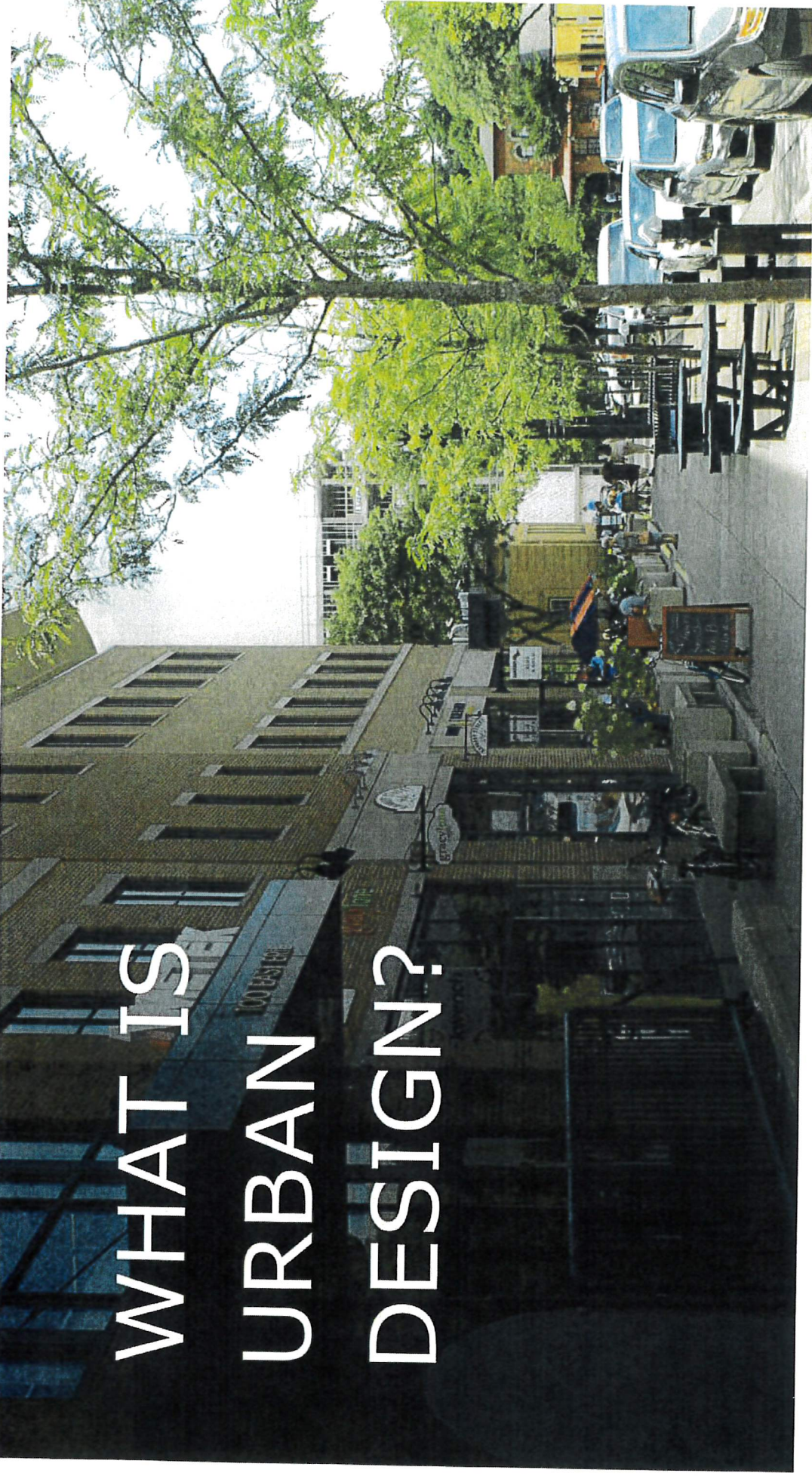
Develop the substance of the revised design guidelines, based on Phase 1

PHASE 3

Provide the revised Design Guidelines suitable for adoption

PROCESS FOR UPDATING THE DESIGN GUIDELINES

WHAT IS URBAN DESIGN?





Urban Design Isn't
Architecture Writ Large

Frederick & Mehta: 101 Things I Learned in Urban Design School, 2018

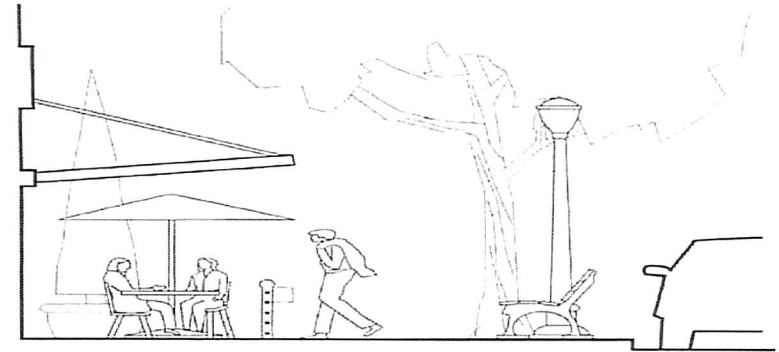
THE ART OF DESIGNING
THE PUBLIC
ENVIRONMENT OF A
CITY, INCLUDING THE
INTERFACE BETWEEN
PRIVATE PROPERTIES AND
THE PUBLIC
ENVIRONMENT



PUBLIC
REALM;
MORE THAN
INDIVIDUAL
BUILDINGS



Public Realm



ZONE 1
Dining/
Storefront

ZONE 2
Strolling

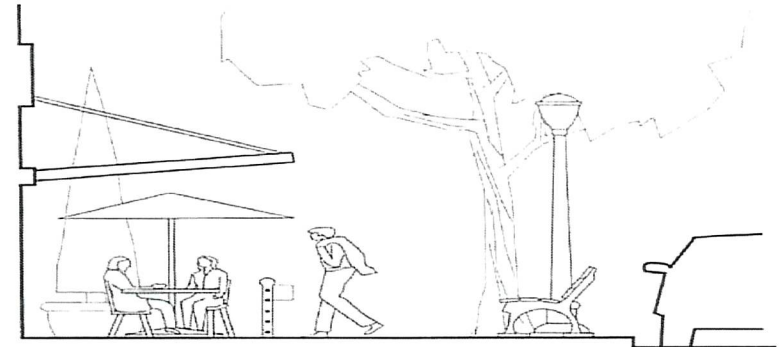
ZONE 3
Street
Infrastructure

Curb /
Parking



The Public Realm belongs to everyone. It includes the streets, squares, parks, green spaces and other outdoor places that require no key to access and are available to everyone.

Public Realm



ZONE 1
Dining/
Storefront

ZONE 2
Strolling

ZONE 3
Street
Infrastructure

Curb /
Parking



- People prefer enclosed spaces
- The public realm is positive space defined by building edges
- Buildings define the limits of public space/realm
- Building form makes the public realm
- Street Enclosure: Define the outdoor room
- Activation – View the inside from the outside & vice versa

Achieve good design to help economic vitality and sustain property values.

Ensure that visual identity remains cohesive.

Facilitate connectivity with Kent State University.

Assist developers with design guidance; educate the public about good design and incentives.

Make Kent a destination place for visitors.

Attempt to preserve significant structures, when possible and practical.

GOALS FOR EXISTING DESIGN GUIDELINES

Goals of the Design Guidelines

Do you agree or disagree?

Depends
Unsure

Achieve good design to help economic vitality and sustain property values.			Disagree
Ensure that visual identity remains cohesive.			
Facilitate connectivity with Kent State University.			
Assist developers with design guidance; educate the public about good design and incentives.			
Make Kent a destination place for visitors.			
Attempt to preserve significant structures, when possible and practical.			
Please place any additional goals you have on Post-it Notes here			Unsure Maybe

1. To help...
2. To help...
3. To help...

1. To help...
2. To help...
3. To help...

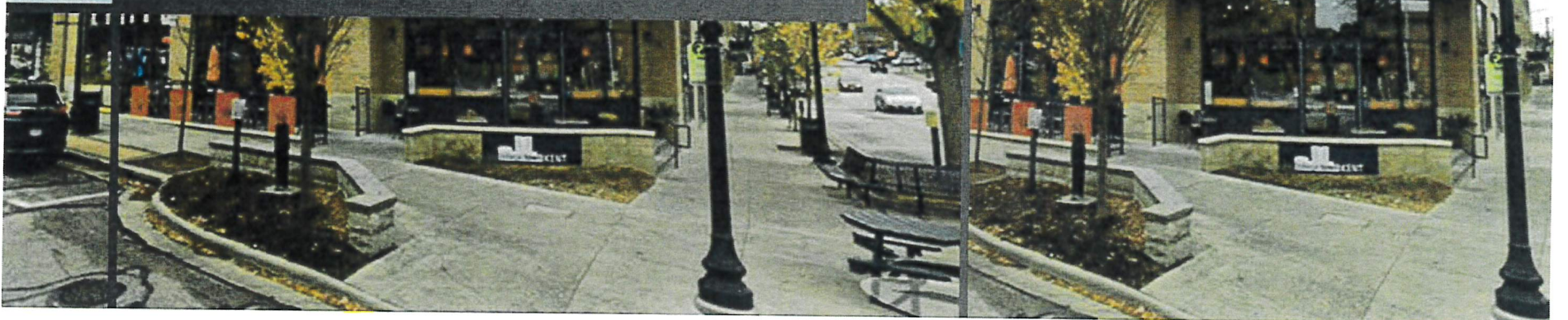
1. To help...
2. To help...
3. To help...

DO THESE GOALS CHANGE
IF THE EMPHASIS IS
SWITCHED TO THE PUBLIC
REALM?



DESIGN PRINCIPLES

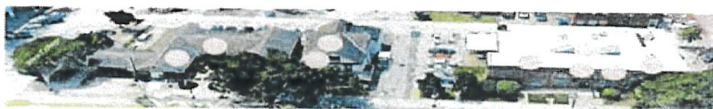
- Provide for a pleasant, rich, and diverse pedestrian experience.
- Promote the development of diverse places and areas with special character.
- Encourage urban design excellence.
- Ensure that new development is at a human scale and relates to the scale and desired character of its setting.



Which Downtown Building says "This is Kent"?



East side of Water Street



West side of S. Water Street



West side of N. Water Street



West side of Franklin Street between W. Main Street and W Erie Street



East side of Franklin Street between W. Main Street and W Erie Street



West side of S. Depeyster Street



East side of S. Depeyster Street

Goals of the Design Guidelines

Do you agree or disagree?

Depends
Unsure

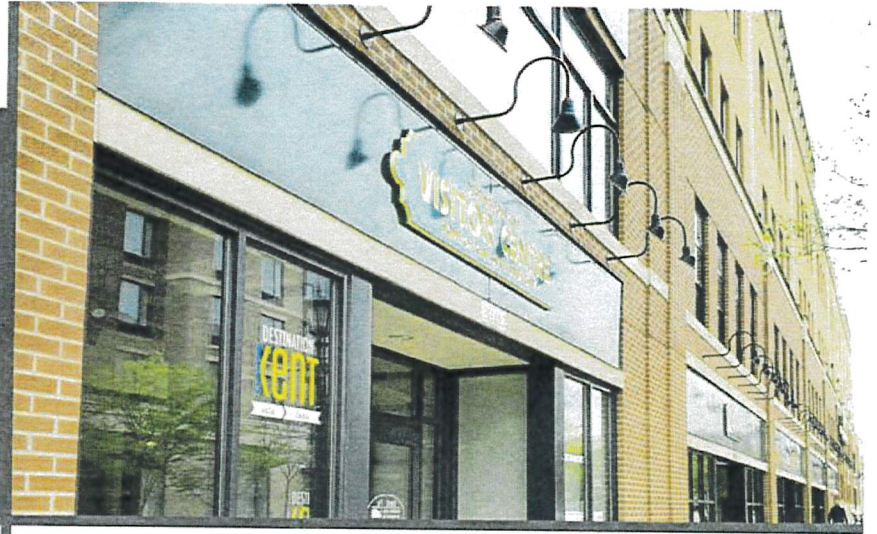
	Disagree	Agree
Achieve good design to help economic vitality and sustain property values.	10 dots	0 dots
Ensure that visual identity creates a sense of place	10 dots	0 dots
Facilitate connectivity with Kent State University.	10 dots	0 dots
Assist developers with design guidance; educate the public about good design and incentives.	10 dots	0 dots
Make Kent a destination place for visitors.	10 dots	0 dots
Attempt to preserve significant structures, when possible and practical.	10 dots	0 dots
Please place any additional goals you have on Post # Notes here	<p>Unsure</p>	

Additional notes and sticky notes are present in the bottom section of the form.



"Urbanism works when it creates a journey as desirable as the destination."
Paul Goldberger

What are Design Guidelines/Standards?



Standards

- Objective Criteria
- Mandatory

Guidelines

- Guide the Conversation
- Not Mandatory

Topics for Standards & Guidelines

- Building Placement
- Mass & Scale
- Pedestrian Oriented Design
 - Uses
 - Façade Articulation
 - Storefront Design
 - Awnings
- Building Materials
- Lighting
- Signs





Uses

Intent

- To activate the public realm through a variety of uses
- To encourage flexible street level designs that can accommodate a variety of uses over time
- To encourage street level design and uses that contribute to public safety

Standard

- Required Occupied Space – Minimum 30 feet deep on ground/first floor from the Building's façade

Guideline

- On key streets, the street level should be developed with as much street-oriented commercial frontage as practicable.
- Designs that require shoppers to enter internal malls or lobbies before entering shops should be avoided.

Building Placement

Intent

- To promote active pedestrian-oriented streets
- To promote engagement between building uses & the Public Realm
- To encourage additional space for pedestrian activity and related amenities



Existing Zoning Standard - No setback from the front building line of a parcel is permitted except to allow for a pedestrian use area or for variations in entry features. Buildings must be built flush with the sidewalk and have their facades aligned with, and when possible, jointed to those of adjacent buildings.

Building Placement

Standards

- Minimum Primary Lot Line Coverage = 90%
- An Enhanced Commercial Setback shall be arranged to promote pedestrian activity and engagement of interior uses as follows:
 - Provide at least 5 feet but no more than 10 feet to extend the public realm between the sidewalk and building where significant pedestrian traffic or outdoor uses are anticipated, especially along key streets
 - Locate Enhanced Commercial Setback at grade with the adjacent sidewalk
 - Incorporate pedestrian-oriented design features, including public art, building entries, plazas, outdoor seating, landscaping, etc.

Guidelines

- Enhanced Commercial Setback areas should be located in areas where limited sidewalk width otherwise inhibits outdoor use areas.



Storefront Design - Transparency

Intent

- To provide a minimum level of transparency on all facades
- To ensure that building activities are visible from the Public Realm and vice versa
- To ensure that building facades do not cause glare or negative impacts to the Public Realm



Storefront Design - Transparency

Standards

- Storefronts shall contain transparent glazing that reveals the activities of the establishment.
- Commercial building façades fronting on public streets shall not be less than 70% clear glazing on the ground floor to reveal the activity of the building to pedestrians and to activate the street. All glazing shall have a minimum of sixty percent (60%) light transmittance factor at street level.
- No portion of the building façade shall have highly reflective glass (maximum reflectance factor of 0.25) and there shall be no reflective coatings on the first surface (i.e. exterior) of the glass.



Storefront Design - Transparency

Guidelines

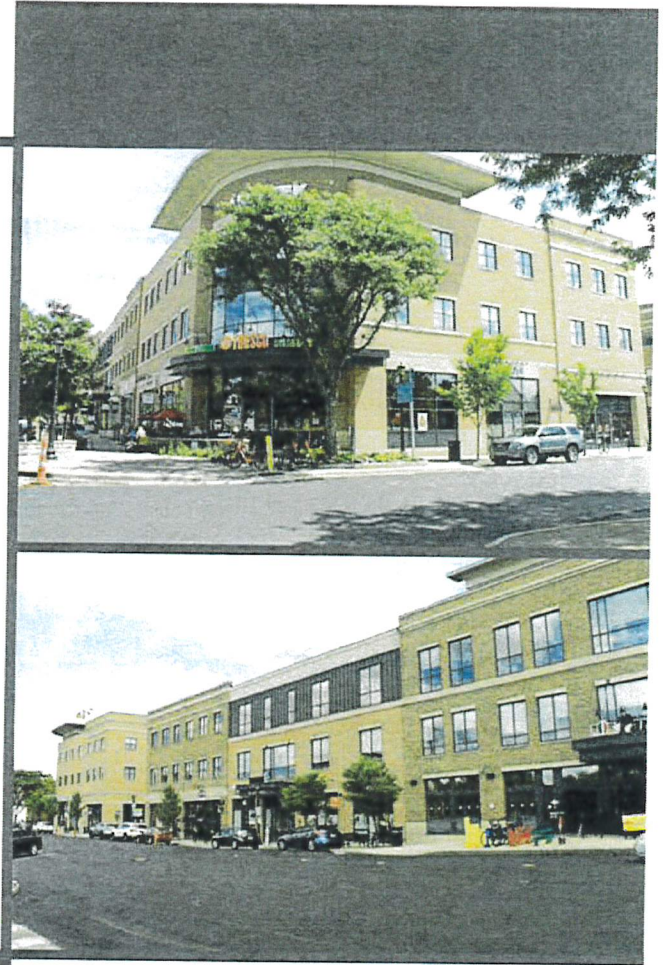
- Good visibility into retail spaces should be provided.
- A generous ground-floor-to-ceiling height should be provided to encourage an attractive retail space.
- Arcades are discouraged unless crafted as an integral part of the design of an entire block face.
- The location and patterns of glazing should enhance building function and scale.
- Recessed glazing, substantial glass framing and mullion patterns should be used to provide depth and visual character to building façades and should consider the play of sunlight across the façade.



Building Materials

Intent

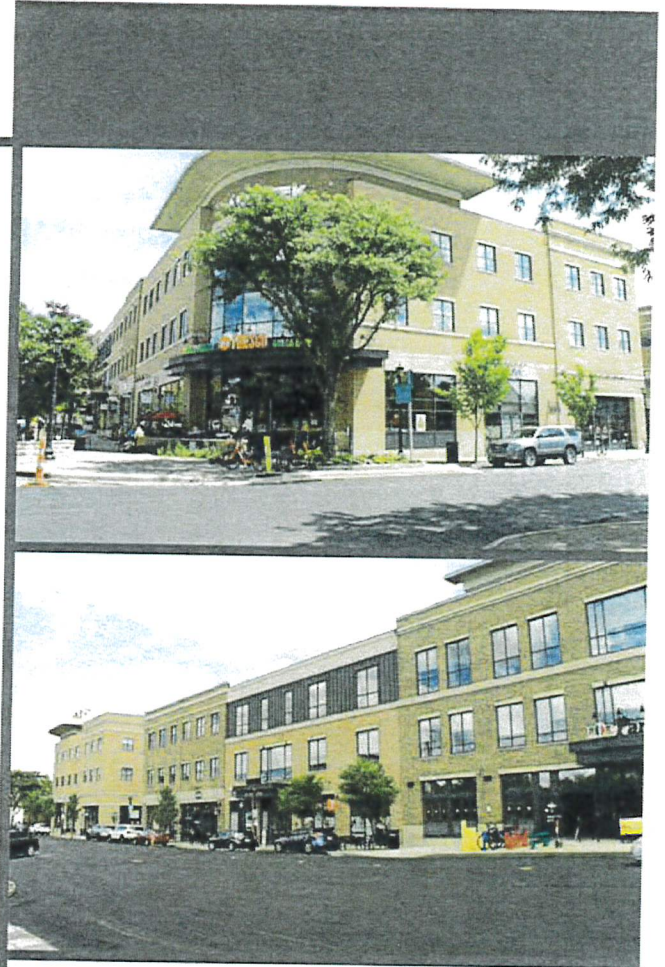
- To encourage use of well-detailed exterior materials with texture and depth that enhance the public realm
- To integrate changes in exterior building materials with the overall design and articulation of the building
- To promote use of a variety of high-quality durable exterior materials that enhance and reinforce the Overlay District's image
- To ensure the consistent use of quality materials appropriate to the pedestrian environment
- To encourage human-scaled buildings through the use of well-detailed and articulated materials, individually and in combination. This is to ensure that monolithic, monotonous walls are avoided.



Building Materials

Standards

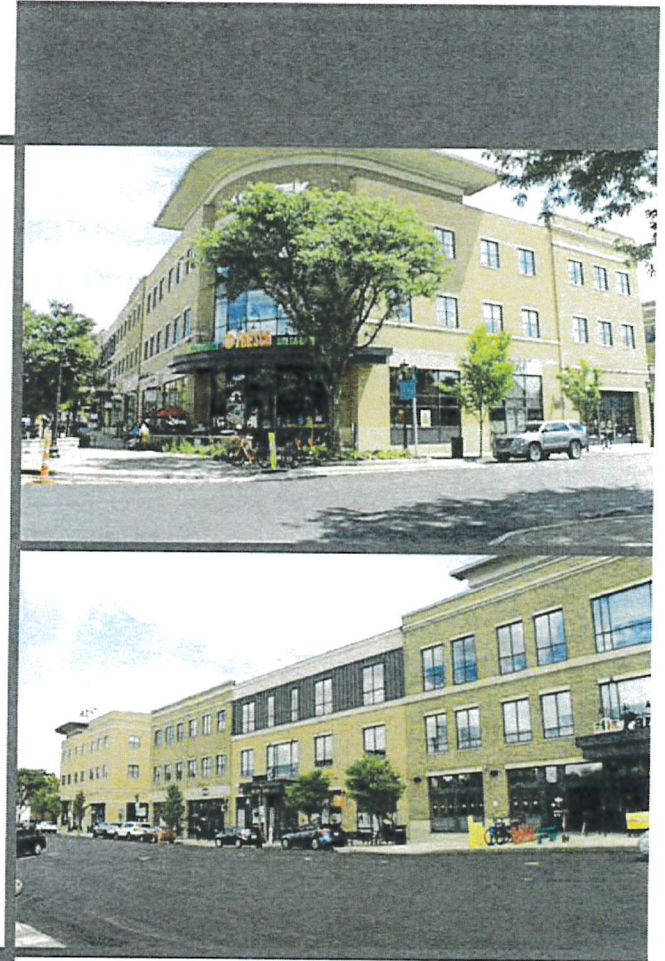
- Façades at street level that face the public right-of-way, private streets or open space shall be constructed of material that is durable and appropriate to pedestrian contact.
- Exterior building materials and finishes shall be detailed to articulate texture and depth.
- Architectural cast-in-place concrete shall incorporate textural detailing, color, and finish elements to ensure a high-quality final surface.
- Cementitious stucco, Exterior Insulating Finish Systems (EIFS), vinyl siding, and cinder blocks shall not be used on any visible facade. Mirrored glass shall not be used on the ground or first floor.



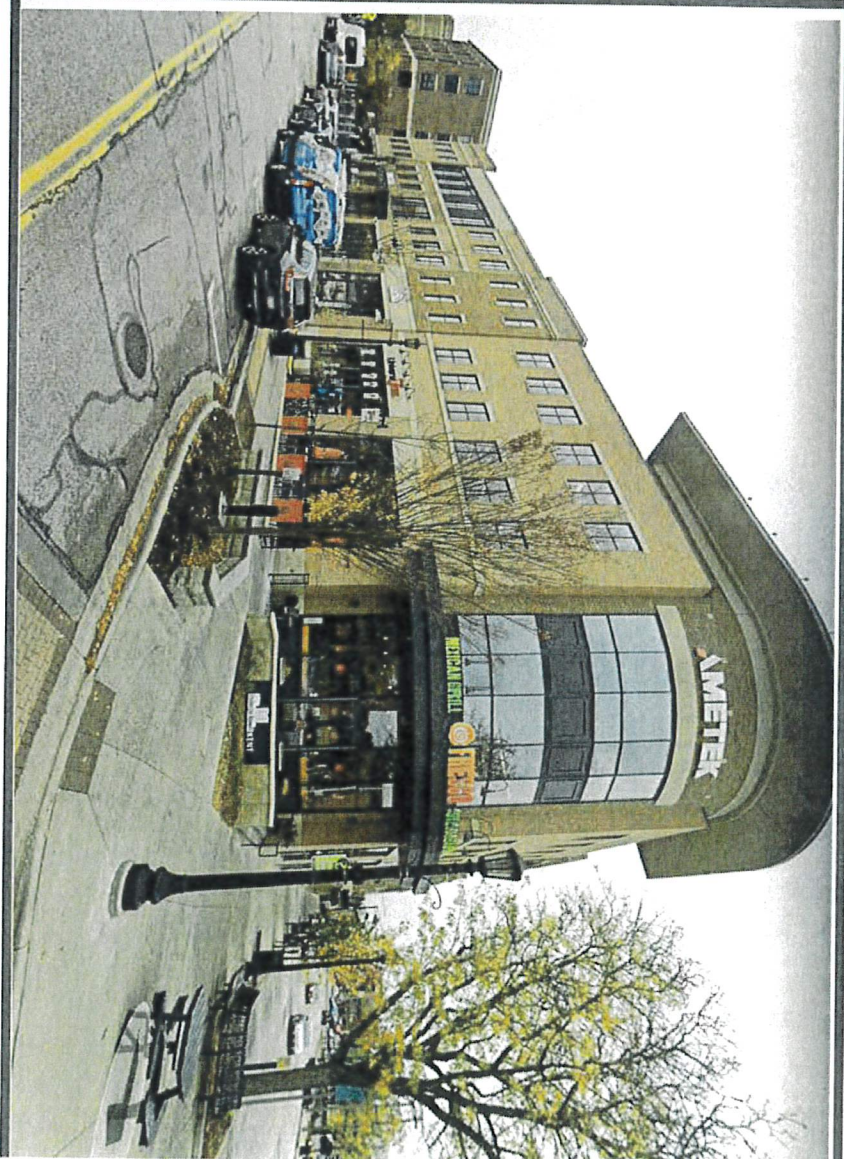
Building Materials

Guidelines

- All visible facades of a building should be treated equally in terms of materials, color, and design details.
- The use of highly reflective materials that generate glare and heat, especially at the street level, should be avoided.
- Synthetic materials should be used in ways that reflect their intrinsic characteristics and avoid application of imitation or false replication of natural materials.
- Changes in building materials should be coordinated with changes in building mass and articulation.
- Use materials that convey a sense of human scale; that is, meant to be experienced by the pedestrian, not the vehicular user.
- While excessive uniformity and monotony are discouraged, variations in materials and colors must be composed and balanced to create a unified whole.



FINAL COMMENTS





CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 27, 2022
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Climate Action Plan: Consultant Introduction

The City of Kent has entered into an agreement with the international consulting firm, KERAMIDA, to develop a Climate Action Plan (CAP) for the City of Kent. The development of a Climate Action Plan is the next step in the City's commitment to identifying possible mitigation initiatives that can assist the City with reducing the community's greenhouse gas emissions (GHG) identified in the City's recently completed GHG inventory.

KERAMIDA will be in Kent Monday, October 3rd through Thursday, October 6th gathering information to assist with the development of the Climate Action Plan. During the visit, KERAMIDA will be conducting a series of interviews with representatives from various volunteer groups, public sector organizations, and private sector entities on Oct 4th and 5th, and will be hosting a community public engagement session the evening of October 6th.

KERAMIDA has requested a few minutes at the October 5, 2022 Council Committee meeting to allow the team to introduce themselves and answer any questions Council may have regarding the development of the Climate Action Plan.

The KERAMIDA introduction does not require any legislative action. Please let me know if you require any additional information in order to add this item to the October 5, 2022 Committee of the Whole agenda. Thank you.

Attachment

Cc: Hope Jones, Law Director
Eric Fink, Assistant Law Director
Tim Sahr, Development Engineer
Kailyn Cyrus, Development Planner
Amy Wilkens, Clerk of Council

KERAMIDA Itinerary

KENT, OHIO

MONDAY
10.3.22

12:00pm KERAMIDA TEAM ARRIVES
5:30pm Interview with Sustainability Commission

TUESDAY
10.4.22

11:30am Lunch
2:00pm Interview with Joyce Mihalk and Dawn Collins
3:30pm Interview with Sustainability Commission

WEDNESDAY
10.5.22

9:00am Interview with Dave Ruller, Tom Wilke, and Jerry Flala
10:30am Interview with Kent Environmental Council
11:30am Lunch
2:00pm Interview with Michelle Hartman
3:30pm Interview with Ad Hock Committee
6:00pm City Council Meeting

THURSDAY
10.6.22

10:30am Interview with Melanie Knowles and Doug Pearson
11:30am Lunch
1:00pm Interview with Bill and John from Water Reclaim and Treatment
2:30pm Interview with Partha Contacts and George Joseph
6:00pm Community Townhall at Fire Station

FRIDAY
10.7.22

SATURDAY
10.8.22

6:00am KERAMIDA TEAM LEAVES



401 North College Avenue
 Indianapolis, Indiana 46202
 (317) 685-6600 • Fax (317) 685-6610
1-800-508-8034
 info@keramida.com • www.keramida.com

July 27, 2022

Ms. Bridget Susel
 Community Development Director
 City of Kent
 930 Overholt Road
 Kent, Ohio 44240
suselb@kent-ohio.org

Climate Action & Response Plan: City of Kent, Ohio - KERAMIDA Proposal P25935

Dear Ms. Susel,

KERAMIDA appreciates the opportunity to submit this proposal to the City of Kent, Ohio, to assist in developing a Climate Action and Response Plan. KERAMIDA's sustainability team of experts includes professionals with expertise in the areas of strategy and performance, data analytics, economic analysis, project management and engineering. We serve businesses, industries, cities, and governments across the nation and around the globe. Our combination of expertise makes us uniquely qualified to perform a wide range of sustainability services including strategy, climate action planning, greenhouse gas (GHG) emissions, Science Based Target (SBT) setting, reporting, assurance, decarbonization strategies, Climate Scenario Summary (CSS), Life Cycle Assessment, data analytics, sustainability management system development, training, sustainability audits, and supplier management. We value your commitment to sustainability and will work to ensure the City of Kent, OH, reaches its strategic sustainability goals and targets.

KERAMIDA is a certified Women's Business Enterprise through The Women's Business Enterprise National Council (W.B.E.N.C.). If you should have any questions regarding this proposal, please contact us.

Sincerely,

Nick McCreary, LEED AP – Senior Sustainability Manger
 nmccreary@keramida.com

Vicky Keramida, PhD - C.E.O. & Chief Technical Officer
 keramida@keramida.com

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1. Approach and Scope of Work

Task 1: Climate Scenario Summary

KERAMIDA will research future climate scenarios for the geographic region surrounding Kent, OH (Kent) to assess and evaluate climate risks and opportunities. The Task Force on Climate-related Financial Disclosures (T.C.F.D.) recommends considering a set of scenarios, including a '2°C or lower' scenario in line with the Paris Agreement – already formally supported via Resolution No. 2017-83 by Kent City Council. KERAMIDA will evaluate both 'transition' (current policy, technology, market, reputation) and 'physical' (temperature/sea level rise, frequency/severity of extreme weather events) risks.

Task 2: Benchmarking Analysis

KERAMIDA will work with Kent to develop a list of peer cities to perform a benchmarking assessment. The benchmarking assessment will at least compare key climate and resilience related plans and/or legislation. Tasks include, but are not limited to:

- Schedule and conduct a virtual kick-off meeting to discuss Kent's operations and identify the peer communities to be included in the benchmarking.
- A review of existing information about Kent's sustainability status
- A review of publicly available sustainability disclosures made by Kent's peers
- A draft Benchmarking Report summarizing Kent's peers' sustainability disclosures
- A virtual meeting to discuss the draft Benchmarking Report
- A final report that includes Kent's

It is assumed that Kent will provide KERAMIDA with any example materials which have been distributed, communicating Kent's sustainability actions and planning. KERAMIDA will benchmark up to a total of 6 entities.

Task 3: Community Engagement

KERAMIDA will host at least three community engagement events/interviews designed to elicit community feedback on the existing Greenhouse Gas Emissions Inventory Report and assess the community's capacity for collective action toward addressing reduction targets. Tasks include, but are not limited to:

- Schedule, market, and facilitate an introductory Community Town Hall to assess community capacity for mitigation strategies and reduction targets. The Town Hall will also provide space for community members to share important information that may be pertinent to the creation of a climate action plan (roadblocks, previously attempted projects, etc.)
- Strategic monthly check-ins with the Volunteer Team and KERAMIDA Project Team

- Creation of a Community Integration Strategy which will provide recommendations for an equitable and sustainable integration of the Climate Action Plan into the Kent community
- The KERAMIDA team will assist in the development of a marketing strategy that will be used to share the Climate Action Plan upon its completion.
- The KERAMIDA team will conduct Feasibility Interviews to assess the feasibility and impact of the initiatives/strategies identified by the Mitigation Matrix. Interviews will occur with the Community Development Department staff, stakeholders, and community Subject Matter Experts (SME).

It is assumed that Kent will provide KERAMIDA with any contact information, materials, and/or context that will be needed to effectively communicate with the Kent community regarding Kent's sustainability actions and planning.

Task 4: Mitigation Matrix

KERAMIDA Inc. will work to develop a Mitigation Matrix that will use the results of the CSS, Benchmarking Analysis, Community Engagement, and Feasibility Interviews to assess the feasibility and relative impact of different mitigation initiatives. This tool will assist in the prioritization of climate-related actions and initiatives within the six categories of GHG emissions. Tasks include, but are not limited to:

- KERAMIDA to synthesize and review all prior project tasks and deliverables to help inform the Mitigation Matrix criteria for each mitigation initiative.
- Develop a comprehensive portfolio of climate solutions that will be evaluated against the Mitigation Matrix.
- Prioritization of initiative portfolio as informed by the feasibility survey and benchmarking report
- Construction of a full Mitigation Matrix that considers both feasibility and Impact to provide recommendations for strategic actions and initiatives for the next five years

Task 5: Feasibility Surveys

In response to the Feasibility Interviews conducted with Kent SMEs earlier in the project timeline, KERAMIDA Inc. will distribute feasibility surveys. The surveys will ask SMEs to rank proposed initiatives from the prioritization process and Mitigation Matrix while providing comments about the resources and support they will need to pursue these strategies. Tasks include, but are not limited to:

- KERAMIDA to create and distribute the feasibility surveys to SMEs

- Analysis of the results will help inform the final composition of mitigation initiatives proposed in the Kent Climate Action Plan.

It is assumed that Kent will provide KERAMIDA with any contact information, materials, and/or context that will be needed to effectively communicate with the Kent Subject Matter Experts.

Task 6: Climate Action Plan Deliverable

KERAMIDA will create a final deliverable combining the five tasks above, providing the necessary tools and strategies to progress the city's climate-related goals and targets. This will include:

- Brief summary of the climate scenario and benchmarking process
- Climate action goals and key performance indicators for the next 3-5 years
- A prioritized list of 5-10 mitigation and resilience actions for the six sectors identified in the GHG Inventory Report.

Each mitigation and/or resilience action item will include a concise evaluation that consists of the specific relation to GHG goals, associated costs, feasibility with the City of Kent's resources, and the corresponding impacts and synergies.

2. Staffing

Role	KERAMIDA Consultant	Contact Information
Principal-in-Charge	Vicky Keramida, Ph.D.	keramida@keramida.com
Alternate Principal-in-Charge	Albert Chung, Ph.D.	achung@keramida.com
Project Manager 1	Nick McCreary	nmccreary@keramida.com
Project Manager 2	Emilee Brown	ebrown@keramida.com
Project Analyst	Maddy Williams	mwilliams@keramida.com

Vicky Keramida, PhD, CEO & Chief Technical Officer – Principal-in-Charge – Dr. Keramida will serve as the Principal-in-Charge of the Project. She will be responsible for overall team performance and to ensure that schedules and budgets are met. Dr. Keramida holds a Ph.D. in Environmental Engineering from Purdue University and has over 30 years of professional experience. She has practiced Sustainability for over 20 years, has developed many sustainability strategies and concepts, and has lectured extensively on Sustainability, ESG, GHG and Climate Change.

Albert Chung, Ph.D., P.E., Senior Vice President for Climate Services, Lead GHG Verifier – Dr. Chung will be the Alternat Principal-in-Charge. Dr. Chung is an accredited Lead GHG Verifier for both the GHG Mandatory Reporting Rule and the Low Carbon Fuel Standard Regulation.

KERAMIDA is also an accredited provider of GHG verification services for several organizations such as CDP. Dr. Chung has over 20 years of experience in environmental engineering and sustainability consulting. His focus is on air quality compliance, greenhouse gas (GHG) assessment and verification, Life Cycle Analysis of GHG, Decarbonization and GHG Mitigation, Carbon Net-Zero Strategies, and Climate Change Risk Assessment. Dr. Chung has a Ph.D. in Chemical Engineering from UCLA, an M.S. in Environmental Engineering and an MS in Chemical Engineering, both from UCLA and a B.S. in Civil Engineering from University of Texas at Austin. He is a registered Professional Engineer.

Nick McCreary, MS, LEED AP - Mr. McCreary will be the main point of contact for the project and will oversee all aspects of the project timeline, cost, and scope throughout the length and multiplicity of tasks. Before joining KERAMIDA, Mr. McCreary was the Director of Sustainability for Creighton University in Omaha. At Creighton, he was the lead author and architect for the Creighton Inaugural sustainability plan, developed a sustainability-focused Internal grant fund, and launched a post-consumer composting program. Prior to Creighton, he served as the Sustainability Coordinator for Indiana State University, where he directed a multi-disciplinary committee to create ISU's Sustainability Plan. Adept at convening stakeholders and soliciting community input, Mr. McCreary helps clients facilitate practical climate action and sustainability planning. Mr. McCreary holds a Master of Science in Sustainability from St. Louis University and a Bachelor of Arts in Earth Sciences from DePauw University. He has two years of post-secondary teaching experience in environmental science and sustainability science. At KERAMIDA, Mr. McCreary focuses on advising clients on Climate Action Planning, E.S.G. Strategy, Planning and Reporting, Energy Management, E.S.G. Assurance Services, E.S.G. Audits, and supporting the needs of Boards/Executives on E.S.G. strategy and education issues.

Emilee Brown, Senior Sustainability Analyst –Ms. Brown has worked on E.S.G. reporting projects, benchmarking, sustainability report writing, materiality assessments, climate action planning and data analysis projects for a wide variety of industries. Her focus is on climate action planning, corporate sustainability consulting and stakeholder engagement. She has a diverse background in multiple sectors of sustainability including environmental policy, conservation, corporate sustainability, community organizing and higher education. Ms. Brown holds a B.A.E.S.S. degree in Environmental Sustainability Studies (2020) from Indiana University and specializes in Sustainable Energy and Climate.

Maddy Williams, Project Engineer – Ms. Williams has supported several sustainability projects including Benchmarking, ESG Rating projects and Greenhouse Gas Calculations. For this project she will assist with the climate scenario summary and benchmarking. Ms. Williams is currently pursuing her MBA from Purdue University, where she graduated from in 2018 with a B.S. in Environmental and Ecological Engineering.



Vicky Keramida, Ph.D.
CEO & Chief Technical Officer

Dr. Keramida is the CEO, Chief Technical Officer and founder of KERAMIDA Inc., a global engineering and consulting company. The firm was established in 1988 and serves industries, businesses, cities, and governments worldwide with strategy and implementation services in: Sustainability, Greenhouse Gases, Energy, Environmental Compliance, Remediation, Due Diligence, Brownfields Redevelopment, Plant Decommissioning, Health & Safety, Training, Risk Management, and ISO Management Systems.

Dr. Keramida holds M.S. and Ph.D. degrees in Environmental Engineering from Purdue University and a B.S. in Sciences also from Purdue. She is a nationally recognized expert in sustainability strategies, remediation, waste and wastewater management, water quality, and EHS compliance strategies. She is the author of manuals and technical textbooks, holds two patents, one on hazardous waste treatment and reuse, and a second on destruction of hazardous vapors, and has published and presented over 200 technical papers. Dr. Keramida serves as Board Member and Chairman of the Board of numerous industrial and civic organizations, as well as governmental agencies and universities. She has served as an expert witness in many cases involving complex source and cause of contamination issues, vapor intrusion issues, investigation/remediation issues, water quality, wastewater treatment, fish kills, and toxicology and the impacts of chemicals on human health. Dr. Keramida has received many awards for technical excellence and business leadership, including Purdue University's Civil Engineering Distinguished Alumni Achievement Award, and American Foundry Society's Life Achievement Award. She is a member of the KERAMIDA Litigation Experts Group and a frequent lecturer at Purdue University's School of Civil Engineering.

Dr. Keramida has been a pioneer in sustainability for over 20 years, practicing internationally on sustainability and lecturing extensively on the matter. She played a lead role in conceiving and developing KERAMIDA's Sustainability Model, GreenStep™, a planning process and metrics rating system for Sustainable businesses and industry, enabling them to establish a sustainability foundation for their strategic and operational needs, which can reduce costs and risks, and meet the needs of investors and other stakeholders. She leads KERAMIDA's wide range of Sustainability services.

In 2000, Dr. Keramida founded a Sustainability research and development company in California, Technikon LLC, and privatized a U.S. Department of Defense 5-year old green manufacturing research program. Technikon LLC, whose major clients included the U.S. DOD and U.S. car manufacturers, focused its sustainability research on green manufacturing to eliminate air pollution and wastes, as well as on validation of Biomass-to-Energy-to-Diesel processes. In 2011, when its research for the U.S. DOD was completed, Technikon LLC became a not-for-profit institute. Dr. Keramida has played a lead role in conceiving and developing KERAMIDA's Sustainability Model Program for Cities, including Sustainability Metrics for Capital Projects.

Dr. Keramida serves as a strategic advisor to corporations on matters of sustainability. Dr. Keramida's expertise as a strategic advisor for Sustainability issues to owners, executives and Boards of Corporations stems from over 30 years of serving on Boards, including the Indiana Chamber of Commerce Board of Directors, the INCMA Board of Directors, the Purdue University Civil Engineering Board, the EQC Board of Directors, and numerous others.

Contact: m: (317) 529-1017
 o: (317) 685-6600
 keramida@keramida.com



Albert Chung, Ph.D., P.E.
Senior Vice President for Climate Services

Dr. Chung leads KERAMIDA's Sustainability division, working with clients in various sectors throughout the U.S. and abroad. Dr. Chung's primary focus is to aid organizations in being more sustainable and to better position themselves to satisfy the growing need of ESG requirements. Dr. Chung assists companies in projects related to GHG emissions quantification, GHG verification, GHG target setting, Life Cycle Assessments (LCAs), and the development and implementation of decarbonization strategies.

Dr. Chung serves a variety of clients such as privately-owned companies who are looking to develop their initial ESG plan or to add to their ESG program through net-zero or decarbonization plans or through the implementation of science-based targets. Dr. Chung works with many start-up companies who look to the effectiveness of LCAs to show the sustainability benefits of their innovative product line. Dr. Chung also works with large investor organizations to provide a variety of services on the ESG spectrum to their portfolio companies. Through Dr. Chung's experience as a chemical engineer with a focus on combustion kinetics, he is uniquely qualified to service the ESG needs of large, global manufacturing companies and has recent experience in GHG reduction strategy evaluation for clients in cement manufacturing, building material manufacturing, and medical waste incineration.

Prior to joining KERAMIDA, Dr. Chung was heavily involved in compliance driven GHG emissions inventory management and verification as part of the California Cap and Trade Program and relies on his compliance expertise when implementing ESG strategy related to the quantification and reduction of GHG emissions.

Dr. Chung has a Ph.D. in Chemical Engineering from UCLA, an M.S. in Environmental Engineering and an MS in Chemical Engineering, both from UCLA and a B.S. in Civil Engineering from University of Texas at Austin. He is a registered Professional Engineer and an accredited ARB Greenhouse Gas Lead Verifier for both the mandatory reporting rule and the low carbon fuel standard (LCFS). Dr. Chung is based out of KERAMIDA's Los Angeles office.

Education

Ph.D. – Chemical Engineering, UCLA
M.S. – Environmental Engineering, UCLA
M.S. – Chemical Engineering, UCLA
B.S. – Civil Engineering, University of Texas at Austin

Certifications & Registrations

P.E. – Chemical Engineering, California, 2013
ARB Greenhouse Lead Gas Verifier, Process Emissions Accredited, H-12-032
ARB Low Carbon Fuel Standard Lead Verifier, H3-20-037
California Accredited LCFS Verifier

Areas of Expertise:

GHG Emission Quantification and Verification,

- GHG Emissions Inventory
- GHG Emissions and ESG Metrics Verification
- Life Cycle Assessments (LCAs)

Decarbonization Plans and Strategy,

- Development of net zero or climate neutrality plans
- GHG reduction target development and implementation
- Science Based Targets
- Renewable energy strategy

GHG/Sustainability Consulting Example Projects (All experience listed within the past 2 years)

GHG Verification for Sustainability Reporting

Provided GHG and data verification services for companies who report GHG emissions and sustainability metrics to various sustainability platforms. Tasks included in verification include conducting interviews with personnel who represent key functions for supporting the environmental inventory management process, reviewing the processes used to collect, aggregate, and report on environmental data and metrics, evaluating if the company conforms with the verification criteria and if data are sufficient to support the company's environmental claims, providing recommendations for improved environmental data handling based on verification findings, and providing a written verification report that specifies the boundary and data covered by the verification, the reporting and verification protocols used to conduct the verification, assurance opinion, and a description of the verification methodology. Example GHG verification clients include,

- Fortune 500 retail bank with over 3000 locations
- Fortune 500 media broadcast company
- Online clothing luxury consignment company
- Nation-wide grocery store outlet
- Technology company provided networking solutions

GHG Emission Inventories for Iron and Steel Production

Calculated GHG emissions for a variety of foundries producing gray iron and stainless steel in the Southern California region. Tasks include assessing emissions sources, collection of data and throughput for emission sources, and calculating GHG emissions. Emissions were reported both for sustainability reporting purposes as well as California and Federal e-GRRT.

GHG Emission Inventories for Electronics Manufacturing

Calculated GHG emissions for a variety of electronics manufacturing include semiconductor production for a Fortune 200 company located in San Diego, a Li-Ion battery manufacturer in San Joe, and a Li-Ion battery manufacturer in Illinois. Emissions were reported for sustainability reporting purposes.

GHG Emission Inventories for Cement Manufacturing

Calculated GHG emissions for Mitsubishi Cement Corporation for multiple years for compliance with the California Mandatory Reporting Rule. Tasks included collection of raw material usage, energy usage, and fuel usage for operations related to cement manufacturing. Emissions inventories were submitted to both California and Federal EPA e-GRRT. Worked closely with 3rd party verifier during the verification process.

Life Cycle Assessment of GHG Emissions, Methanol Manufacturing and Terminal

Northwest Innovation Works (NWIW) and the Port of Kalama have proposed to build a new facility, Kalama Manufacturing & Marine Export Facility, in Kalama, Washington. The Project consists of a methanol manufacturing facility and a new marine terminal on approximately 100 acres on the Columbia River at the

Port's North Port site. The proposed methanol manufacturing plant would convert natural gas to methanol, which would be stored on site and transported via marine vessel to global markets, primarily in Asia.

Global Life Cycle GHG emissions of the proposed methanol manufacturing facility, its construction and operation, the methanol storage and shipping overseas, and its use as raw material in chemical manufacturing or fuel alternative, globally were calculated. The objective of this analysis was to determine the potential impacts associated with various manufacturing pathways or fuel use pathways that may arise from export of methanol product, in terms of Life Cycle GHG emissions and quantify Life Cycle GHG emission risk among potential global pathways. GHG emissions of the project life cycle were presented in terms of both net and gross emissions.

Life Cycle Assessment of GHG Emissions, Bio-Friendly Pesticide

Calculated the cradle to gate emissions for a pesticide produced using bio-based raw materials. The life cycle emissions were then calculated to conventional chemical based pesticides. KERAMIDA conducted several numerous meetings to understand the process flow and raw materials consumed. Life cycle emissions were conducted using a combination of EPA emission factors as well as life cycle emissions software/databases such as Ecoinvent. An extensive peer review to understand the life cycle of chemical based pesticides were conducted in order to compare life cycle emissions.

Life Cycle Assessment of GHG Emissions, Medical Waste Shredder and Disinfection System

Calculated the GHG footprint of a cutting edge, medical waste shredder and disinfection system for medical waste management. The GHG footprint was subsequently compared to traditional methods of medical waste treatment such as incineration, autoclaving, microwaving, and chemical treatment options. Calculations showed that the shredding technology reduced GHG emissions from 20-50% compared to competing methods to illustrate the GHG benefit of using the new technology. The deliverable was a report to be used by the client to be presented to local hospitals for marketing purposes.

Life Cycle Analysis and Carbon Intensity Calculations for Commercial Building Materials

A Life Cycle Analysis was conducted on the manufacture, installation, and usage of a proprietary exterior building cladding material. The analysis was done both on the proprietary technology and standard building cladding (baseline conditions). Analysis of sinks, sources, and reservoirs was conducted from all points, including upstream, project, and downstream pathways. This experience is related to transportation fuels because a component of standard building cladding is polyethylene, which is a plastic derived from petroleum or natural gas. An in-depth understanding of the carbon intensity of petroleum and natural gas is needed for the analysis. This study was able to show the benefits of using the proprietary, petroleum free, exterior building cladding material over conventional cladding.

GHG Emission Training

Provided training for Scope 1, 2, and 3 GHG emission calculations to clients. The purpose of the training is to provide the necessary tools to calculate a companywide GHG inventory. Items discussed were accounting principles of the GHG protocol, reference sources for emission factor and calculations methods, strategies for internal data management, and discussion of issues to be wary of during the calculation process. The goal was for the client to take the lessons learned and to calculate the GHG emissions inventory internally using their own technical team.

GHG Mitigation Evaluation

Evaluated and proposed a suite of GHG mitigation strategies for a semiconductor manufacturing client located in California. Tasks included evaluation of energy usage traits and subsequent GHG emissions to find candidate sources/activities for GHG reductions. Once identified, interviews were conducted to understand current GHG mitigation practices and to investigate and propose new GHG mitigation measures for their consideration. The deliverable was an excel based catalog of GHG mitigation candidates ranked according to degree of GHG reductions and relative cost.



Nicholas M. McCreary, MS, LEED Green Associate
Senior Sustainability Analyst
Climate Services

Mr. Nicholas McCreary, M.S., serves as Senior Sustainability Analyst in Climate and Sustainability Services. Before joining KERAMIDA, Mr. McCreary was the Director of Sustainability for Creighton University in Omaha. At Creighton, he was the lead author and architect for the Creighton inaugural sustainability plan, developed a sustainability-focused internal grant fund, and launched post-consumer sustainability programs. Prior to Creighton, he served as the Sustainability Coordinator for Indiana State University, where he directed a multi-disciplinary committee to create ISU's Sustainability Plan. Adept at convening stakeholders and soliciting community input, Mr. McCreary helps clients facilitate practical climate action and sustainability planning.

At KERAMIDA, Mr. McCreary focuses on advising clients on Climate Action Planning, ESG Strategy, Planning and Reporting, Energy Management, ESG Assurance Services, ESG Audits, and supporting the needs of Boards/Executives on ESG strategy and education issues.

Mr. McCreary holds a Master of Science in Sustainability from St. Louis University and a Bachelor of Arts in Earth Sciences from DePauw University. He has post-secondary teaching experience in environmental science and sustainability science. Mr. McCreary participated in COP22 negotiations as a delegate for the NGO Care About Climate in Marrakech, Morocco. Committed to public service, Nick has served on the boards of several sustainability-focused community organizations, including Saving Grace Perishable Food Rescue in Omaha, NE, and ReTHink in Terre Haute, IN.



Emilee Brown
Sustainability Analyst

Ms. Brown joined KERAMIDA's Los Angeles, California office in October 2021 to support the company's growing sustainability and climate services. Ms. Brown has worked on ESG reporting projects, benchmarking, sustainability report writing, materiality assessments and data analysis projects. She recently published a blog detailing the key considerations companies should include in their Net Zero goals and strategies. Her focus is on climate action planning, corporate sustainability consulting and stakeholder engagement. She has a diverse background in multiple sectors of sustainability including environmental policy, conservation, corporate sustainability, community organizing and higher education.

Ms. Brown holds a B.A.E.S.S. degree in Environmental Sustainability Studies (2020) from Indiana University and specializes in Sustainable Energy and Climate. While moving towards her degree, she worked on corporate sustainability, climate action planning, data analysis, community/stakeholder engagement and ESG reporting for companies such as the Packaging Corporation of America, Hillenbrand and the Indiana Sustainability Development Program. During her time at Indiana University, Ms. Brown served as the Director of Sustainability of the student government, spearheading strategic initiatives in sustainability education, fossil fuel divestment, renewable energy, and institutional policy development. Ms. Brown has engaged over 750 community members and sustainability professionals in trainings on topics such as recycling, community organizing, sustainability fundamentals, intersectionality, and strategic planning.

Education

BAESS - 2020 – Environmental Sustainability Studies, Indiana University,
Bloomington, Indiana (specialization in Sustainable Energy and
Climate)

Registrations

GRI Certified Trainer

Employment History

KERAMIDA, Sustainability Analyst, Los Angeles, CA, 2021 – present
National Recycling Coalition, Sustainability Consultant, Remote, 2021
Green Corps, Community Organizer, Remote, 2020-2021
Hillenbrand, Sustainability Intern, 2019-2020
Indiana Sustainability Development Program, Statewide Development Intern, 2019-2020
Packaging Corporation of America, Sustainability Intern, 2017-2018

Areas of Expertise

Sustainability
Climate Action Planning
Community Organizing
Strategic Planning
ESG Reporting Standards
Materiality Assessments
Benchmarking
Net Zero Road mapping

Contact: m: (614) 570-7549
ebrown@keramida.com



Boards and Commissions October 2022 Candidates

For Your Consideration:

Board of Zoning Appeals

- | | |
|---------------------|---------------|
| ❖ Jeff Forstner | New Applicant |
| ❖ Laura Scarnecchia | New Applicant |



Council, Clerk of <councilclerk@kent-ohio.org>

Online Form Submittal: Online Boards & Commissions Application

noreply@civicplus.com <noreply@civicplus.com>
To: councilclerk@kent-ohio.org

Fri, Sep 23, 2022 at 6:18 PM

Online Boards & Commissions Application

Note

First Name	Jeff
Last Name	Forstner
Address	711 S Water St.
City	Kent
State	Ohio
Zip Code	44240
Home Phone Number	4409038551
Cell Phone Number	<i>Field not completed.</i>
Email Address	jeff.forstner@gmail.com
# of years you have lived in Kent	3
Education	M.BA. ; Indiana Wesleyan University
Place of Employment	General Motors Onstar Account Manager
Political Party	Republican
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Board of Building Appeals, Board of Zoning Appeals
Please provide educational and professional background to assist Council in review of your application.	I have bought 5 houses and have done many home improvements.
Why are you interested in this appointment?	I want to serve the community. I met Bridget Susel at city council meeting and she encouraged me to apply
Resume or other qualifications	<i>Field not completed.</i>

[Quoted text hidden]



Council, Clerk of <councilclerk@kent-ohio.org>

Online Form Submittal: Online Boards & Commissions Application

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: councilclerk@kent-ohio.org

Mon, Sep 26, 2022 at 5:02 PM

Online Boards & Commissions Application

Note

First Name	Laura
Last Name	Scarnecchia
Address	714 Vine Street
City	Kent
State	Ohio
Zip Code	44240
Home Phone Number	3305241874
Cell Phone Number	3305241874
Email Address	rutscarnec@gmail.com
# of years you have lived in Kent	24
Education	I received both my bachelor's degree in English and my master's degree in Clinical Mental Health Counseling from Kent State.
Place of Employment	Director of Admission Hopewell 9637 State Route 534 Middlefield OH 44062
Political Party	Democrat
Are you a registered voter?	Yes
Which boards, commissions and committees are you applying for:	Board of Zoning Appeals
Please provide educational and professional background to assist Council in review of your application.	I am a graduate of the 2022 Portage County Leadership Class and have an interest in participating in more civic activities to increase the quality of life in our community.

Working in non-profit work as an administrative leader has provided me skills for managing meetings, mediating different opinions, being open to seeing problems as opportunities, creative problem solving, and acceptance of life long learning as the first and foremost goal.

Why are you interested in this appointment?

As a member of the Kent community, I have been impassioned by the many profound changes the city has known in the last two decades. As a homeowner, I have been concerned with how the community balances a college rental community and seeks to attract and retain family and owner-occupied houses. When a lot in my area applied for a variance, I attended a zoom zoning board meeting and was very interested in contributing more regularly to the conversation of how we are using and managing space in our town. I have a general interest in good design and safe communities.

Resume or other qualifications

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Sustainability Coordinator-DRAFT

Class Code	Pay Grade	Position Group	FLSA	Status	Date Issued	Date Revised
ODDZ	05-BF	3B	Exempt	Unclassified	06/13/2018	08/16/2022

BASIC FUNCTION:

Work both on campus and in the community, specifically with the City of Kent, to design, facilitate and/or implement projects and programs in support of Kent State University's sustainability plan and the City of Kent's sustainability goals, and climate action and response plan. Significant focus will be placed on program areas which support both the City and the University, including programming for Kent residents (sustainability at home for students, faculty and staff), outreach to the business and commercial sector, and collaboration with community organizations, on topics including energy efficiency, renewable energy, sustainable transportation, urban resiliency, natural landscapes, climate vulnerability, and climate justice. Reports to Manager, Sustainability.

EXAMPLES OF DUTIES/ESSENTIAL FUNCTIONS:

Duties/essential functions may include, but not be limited to, the following:

Facilitate adoption, implementation and tracking of sustainability goals with city administration at city facilities and the community at-large.

Work collaboratively to identify best practices, emerging trends, and design mitigation solutions for local climate impacts.

Work with community partners on local sustainability programming/initiatives.

Increase educational programming and recommend incentives for broader adoption of alternative transportation practices, energy efficiency, and renewable energy.

Assist in identifying and applying for grant funding to support community and campus sustainability projects and programs.

Support the City's Sustainability Commission, providing research, reports, monthly agenda planning, and follow up as needed.

May provide direct supervision to student employees and/or graduate assistants.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Bachelor's degree from an accredited college or university in sustainability, environmental science, planning or a related field. Three years of professional experience working in sustainability, environmental protection, resource conservation, planning or a related field.

Or a combination of education and experience equivalent to 7 years in sustainability, environmental protection, resource conservation, planning or related field.

Preferred Qualifications:

Preferred work experience with a university, city, or a non-profit organization.

Knowledge Of:

Campus and city sustainability

Skill In:

Collaboration, communication, consensus building
Organizing information and projects
Personal computer applications

Ability To:

Facilitate groups and manage multiple priorities and projects

Assessments:

Asterisk (*) indicates knowledge, skills, abilities which may require assessments. Assessments could take the form of interview questions, a request to provide work samples or a written or practical test to assess job related competencies.

Working Conditions/Physical Requirements:

Light work-Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently to move objects. Incumbent must be able to communicate with others. Incumbent may be required to travel from building to building frequently and off campus occasionally.

Diversity Statement

Kent State University is committed to the creation and nurturing of a diverse community of individuals through inclusive excellence. Diversity involves recognizing the value of differences and the inclusion of all members of the community including those that experience discrimination or under representation. This is a core value of the organization as we strive for a culturally diverse student body, faculty and staff that reflect the multicultural nature of Ohio, the nation, and our world.

SERVICES AGREEMENT
between
KENT STATE UNIVERSITY
and
CITY OF KENT

This Services Agreement (“Agreement”) is entered into effective on November 1, 2022 (“Effective Date”) between Kent State University (“University”), a state institution of higher education located at 1125 Risman Dr., Kent, OH, 44242, and the City of Kent, (“City”), with administrative offices located at 301 South DePeyster Street, Kent, Ohio 44240, Attn City Manager.

WHEREAS, the University employs staff that are uniquely qualified for the services provided for under this Agreement; and

WHEREAS, the parties recognize that collaboration between public institutions of higher education in Ohio and the City of Kent is essential to ensure the most efficient use of services and resources to the direct benefit of the community; and

WHEREAS, the services provided for under this Agreement are consistent with the University’s mission to serve the communities surrounding the University and to serve as a leader in higher education services for the region; and

WHEREAS, the Site desires to engage the University to provide the services described in this Agreement, and the University is willing to provide such services in accordance with the terms and conditions set forth here;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows, intending to be legally bound:

1. Provision of Services.

- A. Services. The University shall, through its employees will provide the services at the Site in accordance with the terms and the schedule set forth in Schedule A or as otherwise agreed to in writing by the parties. All of the services described in Schedule A shall be collectively referred to in this Agreement as “Services.” The University, and such employees as appointed, agree to comply with all Site policies and procedures applicable to the Services that are provided to them by the Site.
- B. University Employment. At all times under this Agreement, the employee assigned by the University to perform services shall be considered an employee of the University. University shall have the duty and right to determine the salary and benefits to be provided to the employee assigned under this Agreement to perform the services, including without limitation vacation, sick and personal leave. Such employee will not be eligible to participate in any health insurance program of Site or other benefit plan of Site. University agrees to be solely responsible for the collection, reporting and payment of applicable federal, state and local payroll taxes with respect to the employee under this Agreement. University shall retain responsibility for assigning and supervising the assigned employee in relation to work performed on behalf of the University under this Agreement. Decisions pertaining to appointment, reappointment, promotion, salary merit increases, discipline and termination will be the sole responsibility of University. University will provide Worker’s Compensation benefits to the employee.

2. Site Obligations.

- A. Where necessary to complete the services provided for under this Agreement, Site shall provide the appropriate access to training space, technology, and other essential components necessary to facilitate the Services.
- B. Site shall be responsible for scheduling and internal communications associated with its own employees.
- C. Site shall be responsible for its own expenses (i.e. administrative, materials, communications, etc.) for any services performed in Attachment A, unless otherwise agreed to in writing by the Parties.

3. Term and Termination

- A. Term. This Agreement shall begin on the Effective Date and continue for one year after the Effective Date (“Initial Term”). The Initial Term may be extended upon the mutual consent of the parties for additional one (1) year terms, with such consent to be secured no later than 60 days prior to the expiration of the current Term.
- B. Termination.
 - i. Termination by Agreement. The parties may mutually agree to terminate this Agreement in writing at any time.
 - ii. Termination Without Cause. Either party may terminate this Agreement without cause by providing the other party with at least sixty (60) days prior written notice.
 - iii. Termination for Breach. Either party may terminate this Agreement upon the breach by the other party of any material provision of this Agreement, provided such breach has not been cured, or cannot be cured, within thirty (30) days after written notice thereof.
 - iv. Automatic Termination. Either party may terminate this Agreement immediately without notice upon the occurrence of any of the following events:
 - a. The filing of a petition under federal or state law related to the bankruptcy or insolvency of either party;
 - b. The appointment of a receiver, trustee, or other similar officer to operate or wind up the affairs of the other party;
 - c. The dissolution or termination of existence of either party;
 - d. Conduct by either party in connection with performing their respective obligations under this Agreement that amounts to fraud, dishonesty, or gross negligence; or

e. The failure of either party, or University's employees as assigned, to maintain all licenses, permits, certificates, privileges, and insurance coverage related to providing the Services necessary to satisfy the obligations of each party under this Agreement.

v. Effect of Termination. As of the effective date of termination of this Agreement. Neither party shall have any further obligation hereunder, except for (a) obligations accruing prior to the effective date of termination, or (b) obligations, promises, or covenants contained in this Agreement which by their nature or intent survive termination of the Agreement.

4. Insurance and Liability. The parties shall independently maintain and, upon request, provide to the other party evidence of Comprehensive General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) and Professional Liability Insurance in the same amounts. Either party shall provide the other party with at least thirty (30) days prior written notice of any change, cancellation or termination of such insurance coverage. Either party shall, upon request from the other party, provide a certification of insurance.

To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to that party's role in connection with this Agreement. The liability of Kent State University shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and Sections 9.86 and 9.87 of the Ohio Revised Code, as amended. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of KSU and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

LIMITED LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH THEREOF. EACH PARTY'S TOTAL LIABILITY TO THE OTHER, AND ITS TOTAL REMEDY FOR ANY AND ALL BREACHES OF THIS AGREEMENT AND/OR ITS OBLIGATIONS HEREUNDER, SHALL BE LIMITED TO THE TOTAL CONSIDERATION TO BE PAID TO UNIVERSITY FOR THE SERVICES.

5. Confidentiality. Each party, its agents and employees shall not at any time, either alone or in association with others, directly or indirectly, make or cause to be made any disclosure or other use not authorized by the other party of any information which in any way regards such other party or such other party's students, unless such information is or becomes, through no action of such party or any person associated with such party, disseminated or otherwise available to the public or required by law or court order.

Each party may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement to the other party. Neither party may disclose any information obtained by it as a result of this Agreement, without the written permission of the other party or unless required by law. Each party must assume that all information, documents, data, records or other material is confidential. Both parties further agree to abide by any and all pertinent federal, state and local laws and regulations.

6. Ownership of Intellectual Property. All rights in any materials previously developed or otherwise obtained by or for either party shall remain the sole property of the party providing the pre-existing work. During the performance of the services, each party grants to the other party (and our contractors as necessary) a temporary, non-exclusive license to use any of its pre-existing work provided to the other party solely for the performance of such Services. This license does not provide either party with the right to reproduce, modify, or otherwise distribute the other's party's pre-existing work without the express written permission of the other party. It is the intent of this Agreement for each party to retain ownership of its own intellectual property rights and not to transfer any ownership to the other party. To be clear, the University retains at all times the exclusive right and ownership of any materials created during this engagement or pre-existing that may be provided to the Site, unless otherwise agreed to in writing by the parties.
7. Billing for Services. Unless otherwise provided by this Agreement, University shall have the right to bill and collect any available fees for the Services rendered herein in accordance with its normal billing practices. All invoices submitted to Site must be paid within thirty (30) days. In addition to the costs provided for in Schedule A, other expenses and reimbursements may be charged to Site by University with the prior written approval of the Site.
8. Each party covenants and agrees to obey all applicable federal, state and local laws, rules, regulations, and ordinances applicable to the services provided.
9. Disclaimer of warranties. To the maximum extent permitted by law, each party hereby specifically disclaims any and all representations and warranties whatsoever, whether express, implied or statutory, in connection with the performance of this Agreement, including any and all representations and warranties regarding merchantability, fitness for a particular purpose, except as provided for specifically in the Agreement. Both parties further understand that these services are being provided in accordance with the University's educational mission to its students and staff, and is not a professional service provider.
10. Fair Market Value. The parties acknowledge that the payments set forth in this Agreement are set at fair market value. The parties will, in good faith, periodically review the amount of the payments to ensure they remain at fair market value. In the event it is determined following such review that they payments must be adjusted to ensure they remain at fair market value, the payment shall be adjusted accordingly upon agreement of the parties.
11. Non-Solicitation. Site acknowledges that the University has a substantial investment in its employees. In consideration of this investment, Site agrees that during the term of this Agreement, and for a twelve-month period thereafter (regardless of the reason for termination), Site may not solicit for employment or contract with any employee who is providing services through this Agreement, except as otherwise agreed to in writing by both parties.
12. Use of Name. Neither party may use the other party's name, logo, trademarks, or other identifying marks without the prior written consent of the other party.
13. Notices.

Any notice required or permitted by this Agreement shall be sent by certified or registered mail, return receipt requested, and shall be deemed given upon receipt thereof.

All notices to Site shall be addressed to:

301 S. DePeyster Street

Kent, Ohio 44240

Attn: Dave Ruller

All notices to University shall be addressed to:
Kent State University – Kent Campus
1125 Risman Plaza
Kent, OH 44242
Attn:

14. General Terms.

- A. No Agency. Nothing herein shall be construed to create an agency relationship between the University and Site, or any employment relationship between Site and any staff member provided by University to perform the services under this Agreement. Site will not represent to be or hold itself out as an agent of the University at any time during the term of this Agreement.
- B. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any person, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement. Without limiting the foregoing, no assigned employee shall have any rights as a third party beneficiary.
- C. Severability. Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement, in which case either party may terminate this Agreement by giving sixty (60) days written notice. Such option to terminate expires sixty (60) days after the party receives notice of the invalidity.
- D. Non-waiver. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
- E. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- F. This Agreement is not assignable in whole or in part by either party, but is binding on any corporate successor of either.
- G. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
- H. This Agreement is non-exclusive and both parties have the right to enter into similar agreements with other parties.

15. This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and the year first above written.

CITY OF KENT

By _____

Date _____

Name: _____

Title: _____

KENT STATE UNIVERSITY

By _____

Date _____

Name:

Title:

SCHEDULE A

HOURS AND SCHEDULE:

- 20 hours per week
- Weekly schedule to be determined by the parties, and documented in writing prior to implementation.

PAYMENT: \$2,291 per month.

SERVICES TO BE PROVIDED: Community Engagement

- Work with the City of Kent to design, facilitate, and/or implement project and programs in support of the City of Kent's Sustainability Goals, Climate Action and Response Plan, and in coordination with Kent State University's Sustainability Plan.
- Facilitate adoption, implementation and tracking of sustainability goals with city administration at city facilities and the community at-large.
- Work collaboratively to identify best practices, emerging trends, and design mitigation solutions for local climate impacts.
- Work with community partners on local sustainability programming/initiatives.
- Increase educational programming and recommend incentives for broader adoption of alternative transportation practices, energy efficiency, and renewable energy.
- Assist in identifying and applying for grant funding to support community and campus sustainability projects and programs.
- Support the City's Sustainability Commission, providing research, reports, monthly agenda planning, and follow up as needed.



KENT CITY HEALTH DEPARTMENT

201-G EAST ERIE STREET, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

TO: Amy Wilkens, Clerk of Council
Council Members

FROM: Joan Seidel, Health Commissioner

DATE: September 26, 2022

MEMO: Medicare for all Resolution

In 2021 the Kent City Board of Health voted to update our mission and vision to be more reflective of community needs. Our Mission is: Improving Kent City Communities by promoting health, preventing disease, and connecting people to public health services. Our vision is Empowered people. Safer environments. Healthier communities.

It is with this focus on optimal health that the Board of Health believes a resolution supporting Medicare for all is a natural fit for our efforts as well as for the good of the City. We support Physicians for a National Health Program (PNHP) and Students for a National Health Program (SNaHP) efforts to make quality healthcare accessible to all. We are grateful to have the opportunity to present more in-depth information on this resolution to Council members.



LAW MEMORANDUM

To: David Ruller, City Manager
From: Hope Jones, Law Director
Date: October 5, 2022
Item: 4.1. - Repeal of Annexation Legislation (Hope Jones)

Summary: The ordinances for the Annexation of Davey Tree property were out of order and we need to repeal ordinance 2022- 098 in order to comply with state law. This is a housekeeping issue.

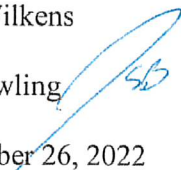
Prepared by: Amy Wilkens, Clerk of Council

Attachments: None

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling 

DATE: September 26, 2022

RE: Franklin Township - Hudson Road Improvements, Phase V

The Service Department is requesting City Council approval to jointly submit with Franklin Township to the Ohio Public Works Commission to complete the above referenced project. If successful we are also requesting to enter into a cooperative agreement with Franklin Township to complete the project.

The project is being led by Franklin Township and includes the widening and resurfacing of Hudson Road from McKinney Boulevard to Johnson Road. The existing roadway will be widened to include two four-foot-wide shoulders which would also serve bicyclists that use Hudson Road. The total budgetary cost of the project is \$740,700 and we (Township and City) are requesting 50% to be funded by the OPWC Grant. The City's anticipated contribution is \$133,300, which will be included in the upcoming Capital Plan.

Attached is the application completed by Franklin Township for the OPWC Grant.

C: Melanie Baker
Hope Jones
Pat Homan
Sandy Lance

**FY-24 Round 37
PUBLIC WORKS - DISTRICT 7 - PREAPPLICATION FORM**

SUBDIVISION: Franklin Township

COUNTY: Portage DATE: 05/24/2022 CONTACT: Scott E. Swan

PHONE # (330) 673 - 1515 PROJECT NAME: Hudson Road Resurfacing Program

1.0 PROJECT FINANCIAL INFORMATION

Force Account

1.1	PROJECT ESTIMATED COSTS:	(Round to Nearest \$100)	
a.)	Project Engineering Costs:		
	1. Preliminary Engineering	\$ <u>00.00</u>	_____
	2. Final Design	\$ <u>50,000.00</u>	_____
	3. Other Engineer Services	\$ <u>00.00</u>	_____
	Supervision	\$ <u>35,000.00</u>	_____
	Miscellaneous	\$ <u>00.00</u>	_____
b.)	Acquisition Expenses:		
	1. Land	\$ <u>00.00</u>	_____
	2. Right-of-Way	\$ <u>00.00</u>	_____
c.)	Construction Costs:	\$ <u>596,100.00</u>	_____
d.)	Equipment Purchased Directly:	\$ <u>00.00</u>	_____
e.)	Other Direct Expenses:	\$ <u>00.00</u>	_____
f.)	Contingencies:	\$ <u>59,600.00</u>	_____
g.)	TOTAL ESTIMATED COSTS:	\$ <u>740,700.00</u>	
1.2	PROJECT FINANCIAL RESOURCES:	(Round to Nearest \$100)	%
a.)	Local In-Kind Contributions	\$ <u>00.00</u>	_____
b.)	Local Public Revenues	\$ <u>237,000.00</u>	<u>33%</u>
c.)	Local Private Revenues	\$ <u>00.00</u>	_____
d.)	Other Public Revenue - CITY OF KENT		
	1. ODOT PID# _____	\$ <u>00.00</u>	_____
	2. EPA/OWDA	\$ <u>00.00</u>	_____
	3. OTHER - CITY OF KENT	\$ <u>133,300.00</u>	<u>17%</u>
	SUB-TOTAL LOCAL RESOURCES:	\$ <u>370,300.00</u>	<u>50%</u>
e.)	OPWC Funds		
	1. Grant	\$ <u>370,400.00</u>	<u>50%</u>
	2. Loan	\$ <u>00.00</u>	_____
	3. Loan Assistance	\$ <u>00.00</u>	_____
	SUB-TOTAL OPWC RESOURCES:	\$ <u>370,400.00</u>	_____
f.)	TOTAL FINANCIAL RESOURCES:	\$ <u>740,700.00</u>	<u>100%</u>

1.3 LOAN, CREDIT ENHANCEMENT, MINORITY BUSINESS ENTERPRISE WILLINGNESS

Is your Subdivision willing to accept a loan? No

Maximum Loan Amount Acceptable? \$ N/A

Is your Subdivision willing to accept Credit Enhancement? N/A

Set-aside Construction \$ N/A

1.4 Flood Plain

Is your project in a flood plain? Yes _____ No _____ Unknown X

2.0 USEFUL LIFE/COST ESTIMATE: Project Useful Life: 15 Years.
Useful Life cannot be a Range (Calculate a Weighted Life Based on Estimated Component Costs)

3.0 REPAIR/REPLACEMENT or NEW/EXPANSION:

TOTAL PORTION OF PROJECT REPAIR/REPLACEMENT \$ 666,600.00 90 %

State Funds Requested for Repair and Replacement \$ _____ %

TOTAL PORTION OF PROJECT NEW/EXPANSION \$ 74,100.00 10 %

State Funds Requested for New and Expansion \$ _____ %

4.0 BRIEF PROJECT DESCRIPTION - (Sections a through d):

a) SPECIFIC LOCATION:

Located in Franklin Township from the Kent City Limits to Hudson Road Phase 4.

b) PROJECT COMPONENTS:

c) PHYSICAL DIMENSIONS/CHARACTERISTICS:

d) DESIGN SERVICE CAPACITY:

5.0 PROJECT SCHEDULE: (OPWC Project Award Date - July 1, 2023)

	BEGIN DATE	END DATE
5.1 Engineering/Design:	<u>01 / 13 / 23</u>	<u>05 / 19 / 23</u>
5.2 Bid Advertisement:	<u>06 / 09 / 23</u>	<u>07 / 01 / 23</u>
5.3 Construction	<u>08 / 11 / 23</u>	<u>10 / 27 / 23</u>

6.0 APPLICANT INFORMATION:

6.1 CHIEF EXECUTIVE

OFFICER: Scott E. Swan

PHONE: (330) 673 - 1515 **FAX:** (330) 673 - 6765

6.2 PROJECT MANAGER

TITLE Jenny August

PHONE: (330) _____ - _____ **FAX:** (330) 673 - 6765

7.0 REASONS WHY THIS PROJECT DESERVES OPWC FUNDING:

(Provide information to support the Project Priority Rating Criteria Form)

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling *JB*

DATE: September 26, 2022

RE: ODOT - Bridge Inspection Program Services

The Ohio Department of Transportation (ODOT) has offered to renew their bridge inspection services to local governments under 50,000 in population for 2023. The program includes the following services, where applicable, to meet the requirements of the National Bridge Inspection Program for all federally classified bridges (length greater than 20 ft):

- Inventory vehicular bridges
- Perform annual inspections
- Perform Load Ratings and recommend weight limit postings for bridges
- Scour Assessments and plans of actions
- Fracture Critical Inspections and Plans

While this program through ODOT will not perform all of the bridge inspection services that the City desires, it will provide the majority of the inspection services which will save the City resources. Therefore, the engineering division recommends approval of the consent legislation to have ODOT perform Bridge Inspection Services for the City. Sample consent legislation from ODOT is attached.

c: Hope Jones
Sandy Lance
Melanie Baker
file

LEGISLATION CONSENT

Rev. 8/5/2022

Ordinance/Resolution #: _____

ODOT Project Title: Municipal Bridge Inspection Program

The following is a/an _____ enacted by the _____ of _____
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS the (LPA) has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

NOW THEREFORE, be it ordained by the _____ of _____ County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The State shall assume and bear 100% of all the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V – Project Duration and Consent Applicability

The Project is based on the available funds provided by ODOT aimed at assisting the LPA in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated LPA Contractual Agent via email sent by ODOT Office of Structural Engineering (OSE).

ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated LPA Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email from the designated LPA Contractual Agent.

SECTION VI – Authorization of Project

_____ of _____ is hereby empowered on behalf of the
(Contractual Agent – Designated Position) (LPA)
_____ to provide written authorization via email to the Director of Transportation to
(LPA)
complete the above-described project and any renewals.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Attested: _____
(Title)

(President of Council)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY
STATE OF OHIO**

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)

of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

_____ on the _____ day of _____, 2_____.
(LPA)

That the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

Law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in _____,
Page _____, (Ordinance/Resolution)
(Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2 _____.

(Clerk)

(CITY SEAL)

_____ of _____ County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the _____ of _____ County, Ohio.
(LPA)

Attested: _____ Date _____
(Contractual Agent)

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)



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 27, 2022
Re: FY2022 Appropriation Amendment #7

The following appropriation amendments for the September Council Committee Agenda are hereby requested:

Fund 001 – General

Increase	\$	20,868	Health / Other (O&M) – Appropriation for funding the Workplace Development Grant per J. Seidel 9/1/22 memo.
Increase		32,200	Health / Personnel & Benefits – Appropriation for funding the various Grants per J. Seidel 9/22/22 memo.
Increase		110,165	Health / Other (O&M) – Appropriation for funding the various Grants per J. Seidel 9/22/22 memo.

Fund 107 – Food Service

Increase	\$	225	Food Service / Other (O&M) – Appropriation for funding the Workplace Development Grant per J. Seidel 9/1/22 memo.
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Fund 120 – Revolving Housing

Increase	\$	225	Revolving Housing / Other (O&M) – Appropriation for funding the Workplace Development Grant per J. Seidel 9/1/22 memo.
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Fund 128 – Fire & EMS

Increase	\$	190,000	Fire & EMS / Personnel & Benefits – Appropriation for the increase in overtime costs per B. Myers 9/8/22 memo.
Increase		900,000	Fire & EMS / Capital – Appropriation for the purchase of replacement fire engine and using our reserve funds to cover the cost per B. Myers 9/8/22 memo.



KENT HEALTH DEPARTMENT

201-G EAST ERIE STREET, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

KENT CITY HEALTH DEPARTMENT APPROPRIATIONS REQUEST

To: Rhonda Hall, Finance Director
From: Joan C. Seidel, Health Commissioner
Date: September 1, 2022
RE: Appropriations from Workforce Development Grant Reimbursements

The Kent City Health Department requests permission to appropriate \$21,541.81 which has been received into the General Fund as reimbursements for the Workforce Development Grant. We respectfully request the following:

1. \$5,998.00 to the following lines
 - a. 001.02.520.201.7420 in the amount of \$423.00
 - b. 001.02.520.201.7310 in the amount of \$4,900.00
 - c. 107.02.520.202.7310 in the amount of \$225.00
 - d. 120.02.520.203.7310 in the amount of \$225.00

2. \$15,543.81 to line 001.02.520.201.7340

Respectfully submitted,

Joan C. Seidel MA, BSN, RN, CIC, FAPIC
Health Commissioner



KENT CITY HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

HEALTH DEPARTMENT GRANT OPPORTUNITIES 2022-23

The Health Department has been actively pursuing grants that will either bring in funds or other resources for our programs. I respectfully ask Council to approve the acceptance of the following grants:

9/22/2022

Grant Name	Grant Amount	Appropriate funds	Awarded
EPA Grant for Vector Control	\$25,000.00	For 2022: \$10,000.00 to 001.02.520.201.7390 \$15,000.00 to 001.02.520.201.7420 For 2023 there will be a new grant cycle	Yes
Tobacco Use 2022 (TU22) 2023 (TU23)	\$45,665.00 \$132,000.00	For 2022: \$45,665 to (Various See budget sheet) \$68,200.00 to 001.02.520.201.Various For 2023: \$58,800.00 to 001.02.520.201.Vars \$5,000.00 to 001.02.520.201.7210	Yes
Healthy Eating and Active Living (HEAL)	\$10,000.00	For 2022: \$2,000.00 to 001.02.520.201.7420 For 2023: \$8,000.00 to 001.02.520.201.7420	Yes
Community Health Worker (CHW)	Zero dollars, but we receive a paid worker from AxcessePointe	N/A	Yes
Staying Active and Independent Living (SAIL)	\$4,000.00	For 2022: \$1,500.00 to 001.02.520.205.7420 For 2023 \$2,500.00 to 001.02.520.205.7420	Yes
	Total= \$216,665.00	2022 Total =\$142,365.00 2023 Total =\$ 74,300.00	

Thank you for your consideration,

Joan Seidel MA, BSN, RN, FAPIC, CIC
Health Commissioner

"This Agency is an equal provider of services and an equal employment opportunity employer~Civil Rights Act 1964"

www.kentpublichealth.org



City of Kent Fire Department

William Myers
Fire Chief

To: Rhonda Hall, Budget and Finance Director

CC: Brian Huff, Controller

From: Chief William Myers *WM*

Date: September 8, 2022

Reference: Request for Additional Overtime Funds

Due to an increase in service demands, working at minimum staffing, two personnel who were on long term injury leave, a firefighter on long term military leave, continuing educational hours (CME, Fire CE), and increases in the CBA our department requires additional funds to continue operations through the end of this year. I am respectfully requesting \$190,000.00 to be placed in line 128-01-510-108-7008 to cover these expenses.

Thank you for your consideration as we work to serve our community.



City of Kent Fire Department

William Myers
Fire Chief

To: Rhonda Hall, Budget and Finance Director

CC: Brian Huff, Controller

From: Chief William Myers *WM*

Date: September 8, 2022

Reference: Request for Additional Funding for Fire Truck Replacement

With our aging fleet of fire apparatus, we need to replace one of our fire engines that was budgeted for 2023. By purchasing this apparatus this year, we would save an additional 7%, due to the expected inflationary costs. We are requesting the purchase of this truck no later than October 31st. The estimated cost of this fire engine is \$900,000.00

Thank you for your consideration as we work to serve our community.

Economic Activity – July 16 to September 28, 2022

New Business Activity

- The Stained Glass and Metalwoods Creations business currently operating in Akron (formerly in N. Car.) by David Watts has secured a space in the former H & W Industries building on N. Water St. In addition to continuing his artisan work for sale at various outlets in the area, David plans to conduct stained glass classes in local venues such as the microbreweries. Examples of his work can be found here:
<https://davewattssculptor.com>
- The Zephyr Pub has submitted plans for a significant patio renovation.
- Josh Dobrilovic, the owner of Guido's Pizza on W. Wain St. is considering moving next door to the closed bank branch building. This will give him an opportunity to own his real estate and have a pick-up window. I met with him to discuss the City's RLF program.
- I met with the plant manager, Gerard de Fluiter, of ACS on Mogadore Road to discuss the possible expansion of their business to the south on the rear of the Hardline Welding property.
- A vintage clothing store business is considering leasing the former Carnaby Street space.
- Galerie opened at 122 W. College Ave. offering a variety of yoga and fitness classes.
- North American Dental (dba Kent Dental Studio) has submitted a Planning Commission application to convert the former Huntington Bank branch at 1500 E. Main St. to a dental practice. The application will be reviewed at the October 4 meeting.

Updates on Existing Projects

- The Standard in the old Hotel Franklin Bar had their TREX request approved by Council. They have received their license and plan to open Saturday, October 1.
- Renewable Lubricants completed the purchase of 341 W. Oak Ave. They have secured a \$50,000 grant from the Ohio Rail Commission to update the

rail spur at the location and have received a modest incentive from Jobs Ohio. The Ohio Rail Commission required three bids for the necessary construction which the Garmiers recently secured. The Commission is reviewing the bids and construction is expected to start soon.

- A site plan has been approved by the Planning Commission for the conversion of the Lightly Toast location on E. Main St. into a Medical Marijuana Dispensary dba Bliss Ohio.
- Building plans have been submitted to convert the former One Love Yoga space into Rocco's Cupcake Café.
- St. Clair Management has decided to not move forward with their six-story apartment building on Franklin Ave. on the former BW3 location due to increased construction costs and supply chain issues. Instead, they are listing the project with a commercial broker with the intent of selling it to another developer. After receiving interest from several qualified groups, they are currently in negotiations with their preferred choice and hope to agree to terms shortly.
- Building plans have been submitted to convert the former AT&T space to a business called Milan Laser Hair Removal.
- The Cleveland Bagel Café opened on September 6 and Channel 3 did the following story on them:

<https://www.wkyc.com/article/entertainment/places/cleveland-bagel-company-opens-new-cafe-kent/95-80028f60-7966-477e-8950-74865eca8fb6?fbclid=IwAR1A8Uqxi4aWGkmfENYuMe7gmgqyAL8L5anNr5a4oIGbrsmUG7uKxyv6uA>

- D.P. Dough has expressed interest in expanding into the former Rush Salon space to install a Self-Pour Beer Wall where consumers can choose to taste a variety of beers through metered technology. I met with the owner, Devine Redding, and his attorney on August 26 to discuss the TRES process. He plans to proceed.
- Alicia Hall who currently operates Flourish Plant Market with an on-line presence and at pop up events is looking to establish a brick and mortar presence in downtown Kent. She has secured a lease for the former Shoe Dojo space at 117 S. Water St. Renovations should be minimal and she should be open soon.

- Interest in the City owned properties on N. Water St. seems to be on hold as rising construction costs and interest rates have understandably made interested parties hesitant.
- The Chipotle conversion of the closed Burger King has received its Certificate of Occupancy and they plan to transfer operations on Friday, September 30.
- Progress continues on the following projects (most have been delayed to supply chain issues and labor shortages) with anticipated completion in the coming months:
 - Human Bean Coffee Shop Drive Thru
 - The expansion of Tree City Coffee into the former Over Easy space
 - The renovation of the former Circle K on E. Main St. to open as the College Mart
 - The renovation of the former AAMCO Transmission store on S. Water St. into the R&R Beer & Tobacco Junction
 - The Hasawi Building

Meetings Attended/Outreach

- BREP Visits Attended
 - Cambria with David Mayle on August 23
 - Beemer Machine with Ed Burch on September 12
 - Colonial Machine with Matt Metcalf on September 13
 - Eric Does Data with Eric and Jennifer Nichols on September 20
 - On Us, LLC with Ryan Cene on September 28

The general theme of the visits was that with a couple of exceptions, top-line revenue was positive but supply chain issues and the rising cost of labor were reducing profit margins.

- Assisted MSK with securing the voluntary cooperation of downtown liquor permit holders to suspend DORA sales on the day of the Oktoberfest, distributed posters to that effect and volunteered on the day of the event.

- Meetings/Webinars Attended
 - RLF Committee Meeting on August 2 to discuss moratorium for Pit Stop Pub which was approved
 - “Where are the Workers” Webinar on August 2
 - Brimfield and Franklin JEDD meetings on August 3 and August 10 respectively
 - Participated in a call with Cleveland Heights officials to discuss our experience with the DORA on August 8
 - Hosted approximately 20 Northeast Ohio commercial real estate brokers to discuss past, present and future Kent development efforts and opportunities on August 10 at the Bell Tower Brewing Co.
 - Attended multiple MSK, KACC, PDB, TeamNEO, Town & Gown Updates and KSS Meetings
 - Met with PARTA to discuss their Disadvantaged Business Enterprise program on August 11
 - Participated in a call with Lima officials to discuss our experience with establishing an Entertainment District on August 12
 - Attended the Lost and Misaligned Opportunities Event presented by TeamNEO on August 18
 - Attended IMPLAN Supply and Value Chain Webinar on August 25
 - Participated in several calls with economic development representatives in Oulu, Finland to discuss possible collaboration. A follow up meeting was scheduled on September 28 that I was unable to attend
 - Attended Montrose Group 2022 Opportunity Ohio Webinar on September 27
 - Attended a CHIPS for America Strategy Webinar on September 27
 - Attended a PDB After Hours event at Schneller industries on September 27
 - Attended a Cornerstone Speaker Series: Supply Chain Innovation Webinar on September 28