

ORDINANCE NO. 2025 - 098

AN ORDINANCE RENEWING AND AMENDING THE KENT-BRIMFIELD JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) INCOME TAX AGREEMENT TO ALLOW FOR THE OPTION TO TRANSITION THE COLLECTION OF INCOME TAXES FOR THE JEDD TO THE REGIONAL INCOME TAX AGENCY (RITA) AND DECLARING AN EMERGENCY.

WHEREAS, the Kent-Brimfield Joint Economic Development District (JEDD) was formed in April of 2005 and allows for the collection of income taxes from participating JEDD businesses; and

WHEREAS, the collection of income taxes and the administration of the financial tasks for the JEDD are conducted by the City's Budget and Finance Department, as specified in the Kent-Brimfield Joint Economic Development District Income Tax Agreement entered into between the Kent-Brimfield JEDD Board of Directors and the City of Kent ; and

WHEREAS, the Income Tax Agreement between the City of Kent and the Kent-Brimfield JEDD Board of Directors is due to be renewed and the JEDD Board of Directors voted unanimously on September 10, 2025 to include new language in the agreement to allow the JEDD the option of transitioning the collection of income taxes for the JEDD to the Regional Income Tax Agency (RITA).

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

SECTION 1. That Council does hereby renew and amend the Kent-Brimfield Joint Economic Development District (JEDD) Income Tax Agreement to allow the JEDD the option of transitioning the collection of income taxes for the JEDD to the Regional Income Tax Agency (RITA) and is more fully outlined per Exhibit "A", attached hereto and made a part thereof.

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

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

PASSED: 10/15/25
Date



Jack Amrhein
Mayor and President of Council

EFFECTIVE: 10/15/25
Date

ATTEST: 

Kathleen Coleman
Clerk of Council

I, KATHLEEN COLEMAN, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No. 2025-098*, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON October 15, 2025.

(SEAL)


KATHLEEN COLEMAN
CLERK OF COUNCIL

**BRIMFIELD-KENT
JOINT ECONOMIC DEVELOPMENT DISTRICT
INCOME TAX AGREEMENT**

This Brimfield-Kent Joint Economic Development District Tax Agreement ("Tax Agreement") is made and entered into the _____ day of _____, 2025 by and between the Board of Directors ("Board") of the Brimfield-Kent Joint Economic Development District ("District") and the City of Kent ("City") in accordance with the terms and provisions set forth herein.

RECITALS

A. The City and Brimfield Township ("Township") entered into the Brimfield-Kent Joint Economic Development District Contract ("Contract") on April 21, 2005, as authorized and directed by each community's legislative authority, to create the District for the purposes of facilitating economic development through the creation and preservation of jobs and employment opportunities and to improve the economic welfare of the people in the District, the City, the Township, Portage County ("County") and the State of Ohio.

B. Pursuant to Sections 715.72 through 715.81 of the Ohio Revised Code, as amended, the City, the Township and the County have all approved the Contract.

C. Section 10 of the Contract provides that the Board shall enter into a Tax Agreement with the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Tax Agreement, the City and the Board agree and bind themselves, their agents, employees and successors, as follows:

SECTION 1. Purpose. This Tax Agreement is being entered into pursuant to Section 10 of the Contract and Ordinance No. 2005-34 adopted by the City Council on April 20, 2005, and Board Resolution No. 2005-008 adopted by the Board on July 19, 2005, for the City to administer, collect and enforce the income tax on behalf of the District, which income tax has been levied in the District by the Board pursuant to the Contract, as amended February 21, 2007, July 15, 2009, March 17, 2010 and affirmed March 18, 2015.

SECTION 2. Administrator. The City shall appoint an employee or other person to be the Administrator of the income tax of the District ("Administrator"). The Administrator shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected

within the District. The Administrator may utilize the personnel and facilities of the City's Budget and Finance Department or Income Tax Division and others to assist in carrying out the duties of the Administrator under this Tax Agreement. Upon approval by the Board, the Administrator may designate and assign the duties of collecting the income tax revenues for the District to the Regional Income Tax Agency (RITA), as the specified contracted tax collection agency for the District.

SECTION 3. Duties. The Administrator or the Administrator's designee shall distribute the income tax revenue as provided in Section 10 of the Contract, as amended. The Administrator or the Administrator's designee shall assume and perform the following:

- (a) Identify all taxpayers within the District;
- (b) Notify those taxpayers and employers within the District concerning the District income tax;
- (c) Create and distribute, including in electronic format, District income tax forms and related documents and information;
- (d) Establish funds or accounts for receipt of the income tax revenues and establish and implement accounting procedures to ensure compliance with Generally Accepted Accounting Principles (GAAP) for all income tax revenue collected for the District;
- (e) Establish a distinct mailing address, which may be a post office box, for receipt of income tax forms and payments;
- (f) Receive, count, verify, record and deposit, into the appropriate account, all income tax revenue payments;
- (g) Take all necessary action, including legal action, if necessary, for which the City's Law Director may be utilized if determined appropriate by the Administrator and the City's Law Director, to collect all income taxes in the District;
- (h) Develop and issue all necessary correspondence and communication with the City, the Board, taxpayers and others in the District, concerning income tax collections;
- (i) Issue refunds of income tax payments when and where appropriate;
- (j) Invest the income tax revenues in accordance with the Contract, the Bylaws of the Board and all applicable laws; and
- (k) Initiate and implement any other actions deemed as necessary to fulfill the purpose of the Contract and this Tax Agreement.

SECTION 4. Assistance to the Treasurer. The Administrator shall assist the Treasurer of the Board in the estimation of revenues and expenses of the District; the preparation of the budget; the appropriations resolution; paying or providing for the payment of expenses of the operations of the Board; receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the Board; maintaining, or providing for the maintenance of accurate accounts of all receipts and expenditures and any other duties or responsibilities that the Treasurer or the Board may request from time to time.

SECTION 5. Tax Code. In accordance with the Contract and Resolution No. 2005-008 of the Board, the Board adopts the Sections of Chapter 181 and Chapter 187 of the Kent Codified Ordinances (Tax Code) of the City (other than the rate) as the Tax Code, as amended from time to time, and as applicable to the District income tax. The Administrator shall determine the applicability of the provisions of those Tax Code Sections to the District income tax and shall use those Tax Code Sections as a guide in the administration of the District income tax. It is the intent of the Board that the adoption and use of these provisions will provide for the most efficient and cost effective administration of the District income tax. The Administrator may adjust or modify those provisions as deemed necessary to apply to the District income tax. In addition, in order to expedite and improve the administration of the District income tax, the Administrator may use the Income Tax Rules and Regulations of the City, as amended from time to time, with the appropriate adjustment and modifications as to make them applicable to the District income tax. If deemed advisable by the Administrator, the Administrator may prepare more specific rules and regulations for the administration of the District income tax.

SECTION 6. Expense of Administration. As provided by the Contract, the reasonable expense of administering the District income tax pursuant to this Tax Agreement shall be an expense of the District. The Administrator, with prior approval of the Board, given by written resolution, may provide for the payment of those expenses from the operating income of the District considering the one-half of one percent (.5%) of gross income tax receipts set aside, and that expense shall be included in the budget and the appropriation resolution of the Board, to the extent funds are available. If upon approval by the Board, the Administrator designates and assign the duties of collecting the income tax revenues for the District to the Regional Income Tax Agency (RITA) as the specified contracted tax collection agency for the District, the Administrator will pay RITA the required specified fee for such collection services from the operating income of the District to the extent funds are available, or from income tax revenue collected for the District.

SECTION 7. Quarterly Report. The Administrator shall make a quarterly report to the Board regarding the receipt and distribution of the income tax of the District and the operating income and expenses of the District for the preceding quarter and present projections and any proposed budget amendments for the next quarter.

SECTION 8. Term. The term of the Tax Agreement shall commence on the date hereof and shall terminate December 31, 2035 unless otherwise terminated prior to that date as provided herein. The parties shall have the right to extend this Tax Agreement for an additional ten (10) year period. This Tax Agreement may be terminated at any time by mutual consent of the City and the Board as authorized by the Council of the City and the Board as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Tax Agreement must occur and be effective within a period of 90 days of each other. This Tax Agreement also shall be terminated if the Contract is terminated for any reason. Upon termination of this Tax Agreement, the City shall have no further obligation under this Contract.

SECTION 9. Amendments. This Tax Agreement may be amended by the City and the Board only in writing and approved by the Council of the City and the Board by appropriate legislation and resolution authorizing that amendment. In order for such amendment to be effective, the legislative actions of the parties that amend this Tax Agreement must occur and be effective within a period of 90 days of each other.

SECTION 10. Binding Effect. This Tax Agreement shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Tax Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

SECTION 11. Support of Tax Agreement. The City and the Board agree to cooperate with each other and to use their best efforts to do all things necessary for the collection, administration and distribution of the District income tax in accordance herewith and with the Contract. In the event that this Tax Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Board agree to cooperate with one another and to use their best efforts in defending this Tax Agreement with the object of upholding this Tax Agreement. The City and the Board shall each bear its own costs in any such proceeding challenging this Tax Agreement or any term or provision thereof, provided that the Board shall reimburse the City for such costs to the extent funds of the District are available and appropriated for such purposes.

SECTION 12. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Tax Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Tax Agreement.

SECTION 13. Severability. In the event that any section, paragraph or provision of this Tax Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

- 1) That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;
- 2) The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and
- 3) Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

SECTION 14. Governing Law. This Tax Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and as applicable Sections 715.72 through 715.82 of the Ohio Revised Code. In the event that Sections 715.72 through Section 715.82 of the Ohio Revised Code are amended or are supplemented by the enactment of a new section of the Ohio Revised Code relating to Joint Economic Development Districts, the parties may agree at the time to follow either the provisions of Sections 715.72 through 715.82 existing on the date of this Tax Agreement or the provisions of Sections 715.72 through 715.82, as amended or supplemented, to the extent permitted by law.

SECTION 15. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

WITNESS WHEREOF, the City and the Board of the District have caused this Tax Agreement to be duly signed in their respective names by their duly authorized officers as of the date herein before written.

CITY OF KENT

By: _____
Dave Ruller, City Manager

BRIMFIELD-KENT JOINT ECONOMIC DEVELOPMENT DISTRICT

By: _____
Dave Heflinger, Chairperson

By: _____
Sue Fields, Treasurer

APPROVED AS TO FORM:

By: _____
Hope Jones, Law Director, City of Kent