

ORDINANCE NO. 2026 - 14

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN ACQUISITION ASSISTANCE AGREEMENT WITH COPEN MACHINE FOR THE PURCHASE AND FUTURE DEVELOPMENT OF 200 WEST WILLIAMS STREET PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, the property located at 200 West Williams Street is formerly known as the Davey Drill and has been used for industrial purposes for decades and currently has known environmental concerns that exceed current safety standards; and

WHEREAS, the Portage County Land Bank has secured a Brownfield Remediation grant from the Ohio Department of Development to address the environment issues; and

WHEREAS, Copen Machine has entered into an agreement with Hometown Bank to acquire the property from its current owner, an operating LLC, HTB 200 W. Williams LLC; and

WHEREAS, the City and Copen would like to enter into an agreement whereby the City provides acquisition assistance from the City's Revolving Loan Fund to Copen Machine for its future expansion of the property; and

WHEREAS, Copen will agree to create a minimum of 25 full-time jobs, maintain a minimum of 20 public parking spaces in the area of Summit Street, and preserve the historical aspects of the existing buildings..

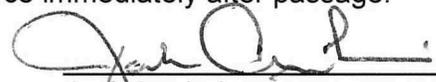
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio,

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into an acquisition assistance agreement with Copen Machine for the purchase and future development of 200 West Williams Street as detailed and fully set forth in Exhibit "A", attached hereto and incorporated herein.

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

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

PASSED: 2/18/26
Date


Jack Amrhein
Mayor and President of Council

EFFECTIVE: 2/18/26
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. 2026-14*, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON *February 18, 2026*.

(SEAL)



**KATHLEEN COLEMAN
CLERK OF COUNCIL**

ACQUISITION ASSISTANCE AGREEMENT

THIS AGREEMENT made on the _____ day of _____ 2026 and entered into by and between the City of Kent, Portage County, Ohio, with its main offices located at 319 South Water Street, Kent, Ohio 44240 (hereinafter referred to as the “City”), and Copen Machine, with its main offices located at 501 Dodge Street, Kent, Ohio (hereinafter referred to as “Copen Machine”).

WHEREAS, the City of Kent encourages the redevelopment of vacant and underutilized real property for industrial uses as part of the City’s economic development strategy to increase investment in the community and support job creation and retention; and

WHEREAS, **Copen Machine** is desirous of acquiring and making improvements to the vacant and underutilized property located at 200 West Williams Street, Kent, in order to expand and grow its current operations; and

WHEREAS, the City of Kent is desirous of supporting **Copen Machine** in this endeavor to grow its business and convert a vacant and underutilized property into a productive industrial use in support of the City’s economic development strategy Ohio Revised Code; and

WHEREAS, **Copen Machine** has submitted the necessary documentation to Hometown Bank to purchase HTB 200 W. Williams, LLC, the controlling entity for the 200 West Williams Street, Kent, property and Hometown Bank has agreed to sell HTB 200 W. Williams to **Copen Machine**; and

WHEREAS, the City of Kent is desirous of supporting **Copen Machine** in acquiring HTB 200 W. Williams, LLC, because it will result in the improvement and redevelopment of a long vacant and underutilized property and create new jobs and support the retention of existing jobs;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

SECTION 1. ACQUISITION OF CONTROLLING ENTITY

Copen Machine plans to acquire HTB 200 W. Williams, LLC and all of its holdings including the real property, existing structures and appurtenances known collectively as the former “Davey Drill” site.

The real property is comprised of Permanent Parcels 17-012-10-00-081-022, 17-012-10-00-081-020, and 17-012-10-11-072-002.

The closing date for acquisition is expected to occur on or before March 31, 2026.

SECTION 2. ACQUISITION ASSISTANCE PROVIDED

The City shall provide four hundred fifty thousand dollars and no cents (\$450,000.00) to **Copen Machine** to assist the company with acquiring HTB 200 W. Williams, LLC. The City will pay the entire amount in full on or before the expected closing date of February 28, 2026.

SECTION 3. EMPLOYMENT AND PUBLIC PARKING

Copen Machine through its acceptance of the acquisition assistance specified in SECTION 2 commits to the following:

- 1. Creating _____ new full-time permanent jobs. Each new full-time permanent job has a benefit value of ten thousand dollars and no cents (\$10,000.00);
- 2. Providing a minimum of twenty (20) public parking spaces in the area south of Summit Street currently utilized for public parking. Each provided public parking space has a benefit value of ten thousand dollars and no cents (\$10,000.00);
- 3. Retaining _____ existing full-time permanent jobs.

Copen Machine's total commitment to new full-time permanent jobs and providing public parking spaces can be a combination of jobs and parking spaces, but the minimum of twenty(20) parking spaces is required.

Based on the level of acquisition assistance provided by the City, the combined minimum of full-time permanent jobs and public parking spaces provided is a total of forty-five (45).

Copen Machine agrees that all jobs attributed to this project will pay earnings tax to the City at the rate in effect throughout the life of this agreement beginning with the 2.25% rate in effect as of the date of this agreement.

Copen Machine shall endeavor to give preference to the residents of the City of Kent and Portage County when hiring new employees under the agreement.

SECTION 4. PERIOD FOR EMPLOYMENT AND PUBLIC PARKING

Copen Machine shall have ten (10) years from the date of this Agreement to create the number of full-time permanent jobs specified in Section 3.

Copen Machine shall have ten (10) years from the date of this Agreement to retain the number of full-time permanent jobs specified in Section 3.

Copen Machine shall have twenty-four (24) months to work with the City on the establishment of a minimum of twenty (20) public parking spaces as specified in Section 3. These twenty (20) public parking spaces must be made available for a minimum of fifteen (15) years from the date of this Agreement.

Copen Machine is committed to optimizing dual-use spaces on the site that meet the needs of the company and benefits the needs of the City by providing public parking in the area. Finalization of the total number of available public parking spaces and the exact location for public parking is contingent upon the completion of the environmental remediation on the site and the specifications, including but not limited to possible land restriction covenant(s), the Ohio Environmental Protection Agency (OEPA) may require as part of the final No Further Action (NFA)/Covenant Not to Sue (CNS), once remediation is complete.

SECTION 5. COOPERATION AND COMPLIANCE BY COPEN MACHINE

This agreement shall be monitored annually by the City and **Copen Machine** agrees to provide any information reasonably required to evaluate compliance with the terms of this agreement, including but not limited to an accounting of full-time permanent jobs retained and created; annual payroll generated by full-time permanent jobs retained and created; and number of public parking spaces made available.

By signing this agreement, **Copen Machine** is indicating, to the best of its knowledge, its compliance with all applicable local, state, and federal laws related to its industry and the work it conducts, or the active pursuit of compliance with any pending violations, documentation of which is attached to this agreement, if applicable. **Copen Machine** agrees to remain substantially in compliance with these laws throughout the term of this agreement.

Copen Machine shall, during the term of this agreement and thereafter, continue to pay the taxes due on the existing real estate tax billing for the parcels specified in SECTION 1 of this agreement.

Copen Machine hereby certifies, to the best of its knowledge, that at the time this agreement is executed, **Copen Machine** does not owe any delinquent real property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which **Copen Machine** is liable.

SECTION 6. CLAW BACK PROVISION

If **Copen Machine** materially fails to fulfill its obligations under this agreement, the City may pursue all legal remedies available to secure partial or full reimbursement of the acquisition assistance provided.

SECTION 7. NOTICES

Any notice or consent required to be given by or on behalf of any party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed to the appropriate party at the address herein specified below, or at such other address as any party may specify, from time to time, by notice to the other in the manner herein set forth.

To Copen Machine:

Travis Copen
 President
 Copen Machine.
 501 Dodge Street
 Kent, OH 44240

To the City of Kent:

Dave Ruller
 City Manager
 City of Kent
 319 S. Water Street
 Kent, OH 44240

SECTION 8. ASSIGNMENT AND TRANSFER

This agreement is not transferable or assignable without the express written approval of the Kent City Council.

SECTION 9. FALSIFICATION

Copen Machine affirmatively covenants, to the best of its knowledge, that they have made no false statements to the City in the process of obtaining approval for acquisition assistance.

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the **City of Kent**, by its City Manager David Ruller and pursuant to Ordinance No. 2026-_____, has caused this instrument to be executed this ____ day of _____, 2026; **Copen Machine** by Travis Copen its President has caused this instrument to be executed this ____ day of _____, 2026.

CITY OF KENT

By _____
Dave Ruller, City Manager

COPEN MACHINE

By _____
Trais Copen, President

Approved as to Form:

Hope Jones, City of Kent Law Director