

TAVIA GALONSKI

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SUMMIT COUNTY  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

SUMMIT COUNTY, OHIO  
ELLIOT KOLKOVICH,  
PROSECUTOR, et al.

Plaintiffs,

v.

AKRON HOTEL SUITES, LLC

Defendant.

) Case No. CV 2024-04-1513

) Judge Christine Croce

) **AGREED ABATEMENT ORDER**

This matter is before the Court upon the Complaint and Motion for Temporary Restraining Order and Preliminary Injunction filed by Summit County, by and through its Summit County Prosecutor ~~Sheri Bevan Walsh~~ <sup>Elliot Kolkovich</sup>, and Springfield Township, by and through its Board of Trustees, pursuant to R.C. Chapter 3767 for a declaration that the hotel business operated by Defendant Akron Hotel Suites, LLC known as the Red Roof Inn located at 2939 South Arlington Road in Springfield Township (the "Hotel") constitutes a public nuisance and seeking an injunction to restrain and enjoin said nuisance; and

The Court having jurisdiction pursuant to R.C. Chapter 3767 to enjoin public nuisances; and

The Court, having been further advised that the Parties have agreed to the terms of this Agreed Abatement Order and the terms and conditions listed below,

IT IS THEREFORE, ADJUDGED, ORDERED, AND DECREED:

1. Defendant is restrained and enjoined from continuing or maintaining a public nuisance at the Hotel in violation of R.C. Chapter 3767.

2. Registration:

- A. All guests responsible for renting a room(s) at the Hotel must be 21-years or older.
- B. An embossed valid credit card will be required to register all Hotel guests. Upon check-out, however, guests are permitted to pay by any method.
- C. All Hotel guests will be required to provide valid photo identification and to complete a guest registration form that shall include the registrant's name, permanent address, telephone number, length of stay, and the make, model, and plate number of all motor vehicles if such motor vehicle will be parked at the Hotel or the Property.
- D. The Hotel shall make a photocopy of the identification card for each registrant.
- E. The guest registration application shall also contain the names, addresses, and telephone numbers of all other people who will occupy the room.
- F. The Hotel shall provide a copy of the guest registration and registration information upon request by Springfield Township.
- G. Room capacity is limited to a maximum of 4 people. Upon reasonable belief that more than the stated number of individuals are occupying the room, the manager on duty shall cause unregistered persons to leave the premises.
- H. For any registering Hotel guest, a \$100.00 deposit will be placed on the credit card of said guest or in cash. The deposit must be maintained until check-out and after the room has been checked by staff.
- I. The Hotel shall furnish a copy of the guest registry documents to Springfield Township upon request.

3. Security Protocols:

- A. The Hotel shall install and maintain video cameras on each exterior wall of the building, the ingress and egress points to the building, the interior lobby (including the hallway to the lobby restrooms), the interior halls, and the interior stairwells.
- B. The premises shall be kept under 24-hour surveillance.
- C. Rear and side exterior doors to be locked from exterior and doors shall at no times be propped open.
- D. All unoccupied rooms shall be locked at all times, except during periods of cleaning.
- D. Signs shall be conspicuously posted throughout the Hotel indicating that the area is under video surveillance.
- E. A television monitor shall be installed at the front desk and adjacent manager's office area.
- F. The videotapes or other electronic media from the security cameras shall be secured in the manager's office or be otherwise available and easily accessible for 30 days.
- G. The Hotel will cooperate with any investigation and prosecution of illegal activity by the Springfield Police Department, including the review of the videotapes or other electronic media, and shall immediately investigate and remedy all incidents and complaints of illegal and/or disruptive activity.
- H. On Friday and Saturday nights starting at 10:00 pm and ending at 2:00 am, Hotel shall staff the Hotel with licensed security guards hired through a private third-party

security staffing company approved by the Township who will, in addition to general supervision, walk each floor of the Hotel every hour.

- i. Security company shall submit a written report to the manager on a daily basis in a form approved by the Springfield Police Department.
  - a. The Hotel shall maintain the security company reports for a one-year period.
  - b. The Hotel shall furnish a copy of the reports to Springfield Township upon request.

4. Policies and Procedures:

A. Staffing:

- i. Hotel will schedule and staff a minimum of one owner or staff member at the Hotel's front desk at all times.
- ii. The Hotel and their agents and employees will not commit any illegal acts on the Hotel Property.
- iii. The Hotel shall promptly report all suspected illegal and/or criminal activity that occurs at the Hotel to the Springfield Police Department. Reports by the Hotel of suspected and/or criminal activity that are made prior to the Springfield Police Department acting on said suspected and/or criminal activity shall not be considered for enforcement purposes of Section 9.
- iv. Employees shall sign acknowledgment of hotel policies.
- v. The Hotel shall not employ any person that has a felony drug offense, felony conviction involving violence, or misdemeanor conviction involving violence as defined by R.C. 2901.01(A)(9). For current employees employed as of the entry of this Agreed Abatement Order, convictions older than 5 years are excepted.
  - a. A criminal record check by Americheck, the Springfield Police Department, or other agency approved by the Springfield Police Department is required for each existing employee at Defendant's costs.
- vi. The Hotel shall not offer employment to any person until the person has submitted to a criminal records check by Americheck, the Springfield Police Department, or other agency at Defendant's costs. If any candidate for employment has a felony criminal record, the candidate cannot be hired. Traffic offenses, non-violent misdemeanor convictions, and one driving under the influence conviction are excepted.
- vii. Within thirty (30) days, Defendant will adopt a drug testing program for current and prospective employees that complies with state and federal laws and allows for legal prescriptions prescribed by licensed providers. If any drug screen is positive, the existing employee's employment shall be terminated and the prospective employee shall not be hired. Medically prescribed medications to the employee or perspective employee are excluded.
- viii. Defendant may satisfy the foregoing drug testing requirement by participating in the Ohio Bureau of Workers' Compensation's Basic Drug-Free Safety Program. So long as Defendant continue their participation in the Drug-Free Safety Program, said participation shall supplant the drug screening in the above-paragraph.

- ix. The Hotel housekeeping staff shall submit a written report to the manager on a daily basis. The Hotel shall provide a housekeeping staff with a written procedure/checklist to utilize for the reports in a form approved by the Springfield Police Department that reports evidence or suspected evidence of criminal activity, including drug or suspected drug use and/or the presence of drug or suspected drug paraphernalia.
  - a. The Hotel shall maintain the housekeeping staff reports for a one-year period.
  - b. The Hotel shall furnish a copy of the reports to Springfield Township upon request.

5. Zero Tolerance:

- A. The Hotel shall maintain a Zero Tolerance Policy by which it will not condone or allow any criminal or drug activity, threats to staff, property, or other guests, excessive or loud noises, damage to property, or other like nuisances on the Hotel property. Registered hotel guests and room occupants who do not comply will be asked to leave the Hotel.
- B. The Hotel shall not permit loitering in the parking lot areas, corridors, or other exterior areas of the Hotel property and shall prohibit open alcoholic beverage containers in all public areas of the Hotel property. The Hotel shall post No Loitering Notices upon the Hotel property prohibiting loitering and open alcoholic beverage containers in the public areas of the Hotel property. Loitering being defined for purposes this subsection as any period of time exceeding 15 minutes, but shall not include the use of any designated picnic areas.
- C. Hotel guests and visitors to the Hotel shall be prohibited from loitering inside cars upon the Hotel property, with loitering being defined for purposes this subsection as any period of time exceeding 15 minutes.
- D. Hotel guests and visitors shall be prohibited from perform automobile or motorcycle repairs upon the Hotel property.
- E. Hotel guests shall be prohibited from conducting any type of business operations upon the Hotel property.
- F. Signs shall be conspicuously posted throughout the Hotel indicating that the Hotel follows a Zero Tolerance Policy.
- G. Registering guests shall receive a copy of the Zero Tolerance Policy, including the restrictions set forth in Sections 5(A), 5(B), and 5(C), and acknowledge that they have received a copy and will abide by the same.
- H. No Stay List:
  - i. The Hotel shall maintain a list of individuals to whom it will not rent. Defendant's no-rent list shall include the names of individuals identified in Springfield Township's incident reports as having been involved in criminal activity to date, said list shall be provided by Springfield Township. Springfield Township may from time to time, but shall not be required, to provide additional names of individuals that shall be placed on the no-rent list for criminal activity at the Hotel property.

- ii. The Hotel shall check the name of any registering Hotel Guest against its No Stay List. The Hotel will not accept any registration from an individual on the No Stay List or allow an individual on the No Stay List to occupy any room.
    - iii. Individuals who violate the Zero Tolerance Policy will be included on the No Stay List.
  - I. The Hotel shall enforce a No Party Policy attached hereto.
  - J. The Hotel shall pay a fine of \$250 to Springfield Township for each false fire alarm in excess of two false alarm in a 90-day period.
  - K. The Hotel shall cause all mattresses to be removed from the exterior of the Hotel property. The Hotel shall not permit any gatherings of people, whether guests or not, upon any exterior part of the Hotel property.
6. Improvements:
- A. The Hotel shall replace driveway asphalt with new by end of 2024.
  - B. The Hotel shall repair EIFS stucco exterior to like new by end of 2024.
  - C. The Hotel Property shall be kept free of trash and debris.
  - D. The Hotel shall replace all non-functioning fire alarm equipment and repair or replace as needed.
  - E. The Hotel shall perform asphalt repairs and/or replacement as necessary to fix pot holes and areas of degraded asphalt.
7. Pets:
- A. The Hotel shall institute a Pet Policy, post the Pet Policy at the registration desk, and require all Hotel guests with pets at the Hotel to sign a Pet Policy containing, without limitation, the following requirements/obligations:
    - i. Pets must be appropriately restrained by the guest.
    - ii. Maximum of one pet per Hotel room.
    - iii. All pets must be restrained or kept on a leash on Hotel property when not in the guest's bedroom.
    - iv. No pet should be left unattended unless confined to a kennel.
    - v. No pets are permitted in any common area of the Hotel property. This exclusion does not apply to guide dogs.
    - vi. Guests are responsible for cleaning up after their pet on the Hotel property and in the neighborhood.
    - vii. The Hotel shall otherwise comply with the obligations of the Red Roof Inn corporate pet policy, as same may be amended from time to time, with the most restrictive provisions to apply.
8. Contact between Hotel and Springfield Township:
- A. Defendant shall provide an email and mailing address for written communications with the Township.
  - B. Defendant may direct communications to Springfield Township, Attn: Chief Simone, [chiefsimone@springfieldtownship.us](mailto:chiefsimone@springfieldtownship.us) or as other person who may be designated by the Township.
  - C. Defendant shall provide the owner and operator's personal cellphone or other telephone number to the Springfield police and fire chiefs.


- D. On a monthly basis, the Township may, but is not required to, provide copies of reports from for all non-traffic related offenses occurring at the Hotel or on the Hotel property to the Hotel.
9. Enforcement:
- A. The terms of this Agreed Order may be enforced upon the filing of a motion to show cause. Upon a finding by clear and convincing evidence that Defendant has breached this Agreed Order, the Township/County shall be entitled to an order declaring the Hotel to be a public nuisance, closing the Hotel, and awarding any other remedy the Court considers just and reasonable.
- B. Effective June 1, 2024, the parties agree that:
- i. any two incidences involving felony activities occurring at the Hotel property by registrants, guests, invitees, permittees, and/or occupants of the Hotel in a 60-day period shall constitute clear and convincing evidence of the breach of this Agreed Abatement Order. Felony activities means a criminal offense that is defined as a felony under Ohio law. The foregoing shall not require either a resulting felony charge or conviction.
  - ii. any three incidences involving misdemeanor activities occurring at the Hotel property by registrants, guests, invitees, permittees, and/or occupants of the Hotel in a 90-day period shall constitute clear and convincing evidence of the breach of this Agreed Abatement Order. Misdemeanor activities means a criminal offense that is defined as a misdemeanor under Ohio law, but shall not include minor misdemeanor criminal offenses. The foregoing shall not require either a resulting misdemeanor charge or conviction.
  - iii. The foregoing shall not be a limitation on claims for breach of this Agreed Abatement Order.
10. For a period of 13 months, this Agreed Abatement Order shall be binding upon Defendant's successors and assigns and Defendant agrees to make this Agreed Abatement Order a part of the terms of sale of the Hotel business to any third-party.
11. The captions contained herein are for reference purposes only and in no way define, describe, extend, or limit the scope or intent of the terms of the Agreed Abatement Order.
12. The Court shall retain jurisdiction over this Agreed Abatement Order for enforcement purposes.
13. This Agreed Order shall be subject to review by the Court at the expiration of 18 months from the entry of this Agreed Abatement Order to determine whether to continue the duration of this Agreed Abatement Order. This Agreed Abatement Order shall terminate in three years, unless good cause is shown for a further extension.

14. Court Costs of these proceedings to Defendant.

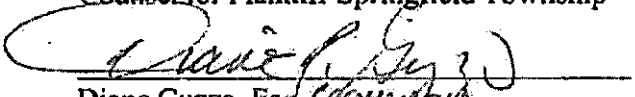
IT IS SO ORDERED.

  
Judge Christine Croce

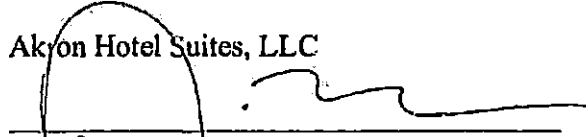
Approved:

  
John F. Galonski (#0061792)  
Assistant Summit County Prosecutor

*/s/ Joseph R. Spoonster*  
Joseph R. Spoonster (#0070863)  
Counsel for Plaintiff Springfield Township

  
Diane Guzzo, Esq. (#00424210)  
Counsel for Defendant

Akyon Hotel Suites, LLC

  
By: Ayad Abu  
Title: Manager



**ZERO TOLERANCE/ NO-SMOKING/ NO-LITTERING POLICY**

As a current hotel guest, I acknowledge and agree to abide by these rules.

\_\_\_\_\_

(Initials)

This hotel fully enforces and expects all guests to abide by the following rules and procedures:

- I. Guests and their visitors shall not engage in the unlawful possession, administration, distribution, manufacturing selling, storing or keeping of any dangerous or illegal drugs or controlled substances (as defined in section 3719.01 of the Ohio Revised Code), or attempt to do any of the same while on hotel grounds. Upon reasonable suspicion of any illegal drug activity, or if drugs, drug paraphernalia, manufacturing equipment or components of any kind are found, local law enforcement will be contacted, and that person and their associate group will be evicted from the hotel and forever banned from the property.
  - a. ***NOTE: The use or possession of marijuana in any form is strictly prohibited on hotel premises. EVEN THE SMELL OF MARIJUANA on a guest or visitors clothing or person will be reason enough for eviction. Although marijuana use has been legalized in the state of Ohio for medicinal purposes, it is not legal to be smoked. Furthermore, nothing in the law requires the hotel to accommodate any individuals personal use of medical marijuana.***
- II. Red Roof Inn is strictly a **NON-SMOKING** property. Guests, at any time, **are not allowed** to smoke in the room OR the doorway or the hallway. Several smoker's poles are available around the property. Smoking is only permitted at those points.
- III. No parties are allowed in guest rooms at any time. Anything above the occupancy limit per room is defined as a party. Red Roof Inn enforces the maximum occupancy limits for all room types:
  - Single Room occupancy: 2 Adults Max.**
  - Double Room Occupancy: 4 Adults Max.**
- IV. All monies, deposits and rents will be forfeited in an eviction. All evictions will result in all individual(s) involved being added to our "Do Not Rent" list.
- V. As our registered guest, you assume responsibility for all damage and/or excessive cleaning fees caused by you or your group. Guest rooms found with any new damage not there prior to your check-in, or rooms that require an excessive amount of time and effort to clean by our staff will immediately forfeit their security deposit.
- VI. No weapons will be permitted in guest rooms or property, including firearms, knives or makeshift weapons.
- VII. Any person found in a room that has already previously been added to our "Do Not Rent" list will be immediately evicted from the property, along with anyone else found in the same room as the individual(s). The room will be locked from future access and the police will be notified.
- VIII. Fights, verbal altercations, domestic disputes, shouting, vulgar language, excessive use of profanity or violence of any kind is strictly forbidden while on hotel grounds. Any threats made to staff or other hotel guests will also not be tolerated. Engaging in any of these acts will result in immediate eviction from the property and notification of the local police department.
- IX. Littering on the property, be it the parking lot or the hallway, is strictly prohibited. All trash must be rendered to either the installed trash cans OR the main dumpster. Property has 24/7 video and audio surveillance. All deposits will be forfeited if caught littering. Further, Walmart carts also need to be returned to the rightful place *i.e. to Walmart's parking lot*. Each individual **MUST return the cart**, or their **deposit will be forfeited**.
- X. Guests must clean after their pets. The hotel staff is not responsible for picking up after your pet's mess. Failure to comply will result in the deposit being forfeited.

By signing below, I agree that I will abide by the aforementioned policies of the hotel.

X \_\_\_\_\_

(Guest Signature)



**ZERO TOLERANCE/ NO-SMOKING/ NO-LITTERING POLICY**

As a current hotel guest, I acknowledge and agree to abide by these rules.

**Guest Copy**

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X: **Guest Copy**