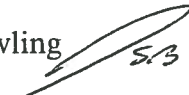


CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Jordan

FROM: Jim Bowling  S.B.

DATE: May 19, 2016

RE: New Safety Center - Property Replat and Vacation Plat

The Service Department is requesting council's approval of:

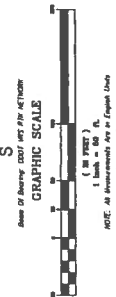
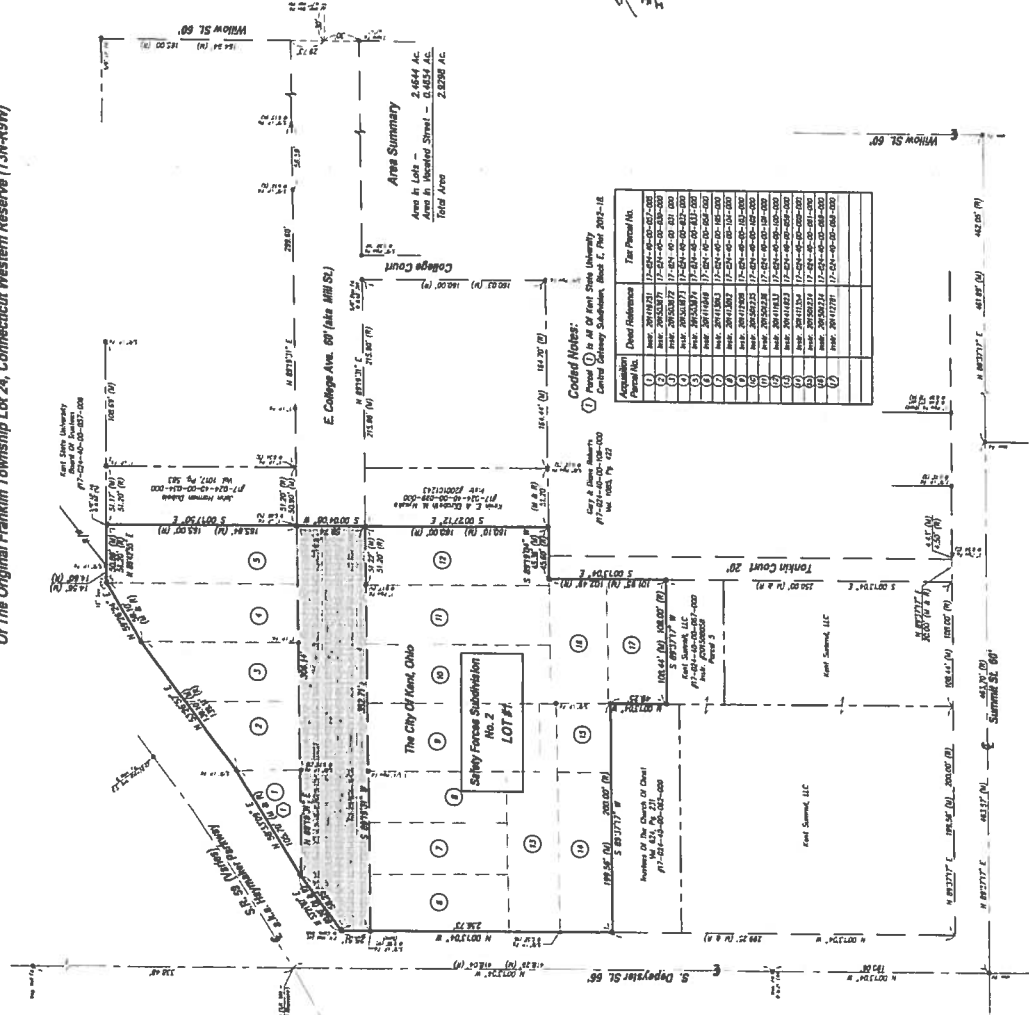
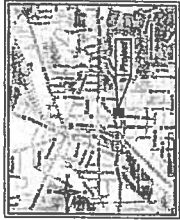
1. The City of Kent Safety Forces Subdivision No. 2. Consisting of the replat of "All of Block E" in Kent State University's Central Gateway Subdivision (Plat 2012-18) and part of Original Franklin Township Lot 24.
2. The Vacation Plat of a portion of East College Avenue (Between S. Depeyster St. & S. Willow St.)

The Replat and Vacation are required for the construction of the new Safety Center and the associated Tonkin Street Reconstruction Project. A copy of the Replat and Vacation Plat is attached.

c: Rhonda Boyd
Cori Finney
Sean Barbina, DSA
Tom Huff, Ruhlin
Jim Silver
Suzanne Stemnock

City Of Kent Safety Forces Subdivision No. 2 Replat Of "All Of Block E" In Kent State University's Central Gateway Subdivision (Plat 2012-18) And Part Of Original Franklin Township Lot 24 Vacation Plat Of A Portion Of E. College Ave. (Between S. Depeyster St. & S. Willow St.) For The City Of Kent

Situating In The City Of Kent, Township Of Franklin,
County Of Portage, State Of Ohio And Being Part
Of The Original Franklin Township Lot 24, Connecticut Western Reserve (T3N-R9W)



Legend

- (N) Right-of-Way
- (P) Right-of-Way
- (O) Right-of-Way
- (A) Right-of-Way
- (S) Right-of-Way
- (W) Right-of-Way
- (E) Right-of-Way
- (N) Right-of-Way
- (P) Right-of-Way
- (O) Right-of-Way
- (A) Right-of-Way
- (S) Right-of-Way
- (W) Right-of-Way
- (E) Right-of-Way

Area Summary

Area In Lots - 2.644 Ac.
Area In Blocks - 2.644 Ac.
Total Area - 2.644 Ac.

City Of Kent Approvals

Approved For Transfer By The Kent City Development Engineer This 26th Day Of April, 20 16.

Development Engineer
[Signature]
Jennifer L. Balamak

Approved By The City Of Kent Zoning Inspector This 26th Day Of April, 20 16.

Zoning Inspector
[Signature]
Doreen S. Pugh

Approved By The Kent City Council This 26th Day Of April, 20 16.

Kent City Council
[Signature]
Nathan S. Pugh

Portage County Approvals

Received For Record This 20th Day Of April, 20 16.

Portage County Auditor
[Signature]
James S. Banzel

Filed For Record This 20th Day Of April, 20 16.

Portage County Recorder
[Signature]
James S. Banzel

Notarial Acknowledgment

I, James S. Banzel, Notary Public in and for the State of Ohio, do hereby certify that the foregoing instrument was acknowledged before me on this 26th day of April, 20 16, by James S. Banzel, and that the same is their free act and deed.

Notary Public
[Signature]
James S. Banzel

Owners Acceptance (City of Kent)

I, the undersigned Mayor and Mayor(s) of the City of Kent, Ohio, do hereby certify that the above described property is being conveyed to the City of Kent, Ohio, for the purpose of the Safety Forces Subdivision No. 2, and that the same is their free act and deed.

Mayor
[Signature]
James S. Banzel

Witnesses

[Signature]
James S. Banzel

[Signature]
James S. Banzel

Surveyor's Certification

I, David E. Hahn, Surveyor, do hereby certify that I have surveyed the accompanying plat of land and that the plat is a correct representation of the same, and that I have been duly sworn in and placed under oath.

Surveyor
[Signature]
David E. Hahn

References:

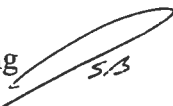
- Plat 2012-18, Kent State University's Central Gateway Subdivision
- Plat 2012-18, Kent State University's Central Gateway Subdivision
- Plat 2012-18, Kent State University's Central Gateway Subdivision



CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Jordan

FROM: Jim Bowling  S.B.

DATE: May 19, 2016

RE: Tonkin Street - Dedication Plat

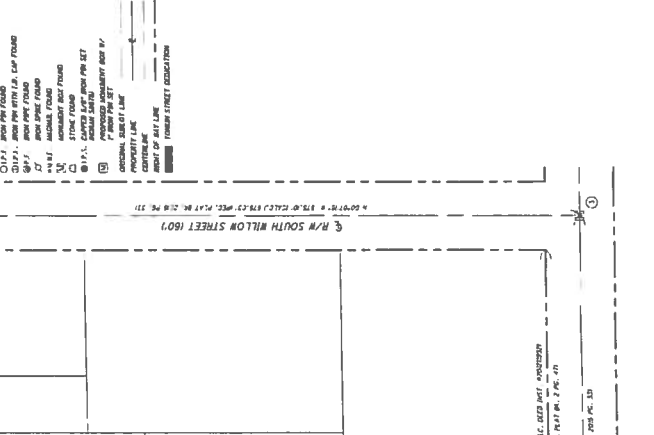
The Service Department is requesting council's approval of the attached Dedication Plat of Tonkin Street. Tonkin Street will be dedicated with a minimum right-of-way width of thirty five (35) feet to reduce the impacts to the existing neighborhood. The dedication plat is required for the future Tonkin Street to connect from Summit Street to College Avenue at the new Safety Center.

c: Rhonda Boyd
Cori Finney
Sean Barbina, DSA
Tom Huff, Ruhlin
Jim Silver
Suzanne Stemnock

DEDICATION PLAT
OF
TONKIN STREET
AND REPLAT OF LOT 1 OF THE CITY OF
KENT SAFETY FORCES SUBDIVISION NO. 2
(PLAT 2018-)
CREATING LOT 1R FOR THE CITY OF KENT
BEING KNOWN AS PART OF LOT 74 OF
FRANKLIN TOWNSHIP, COUNTY OF
PORTAGE, STATE OF OHIO

STEVEN R. FISHER
 P.L. 17-024-00-00-01-000
 VOL. 1031 P.C. 178
 S.M. TONKIN CO. LTD.
 P.L. 17-024-00-00-01-000
 INST. 450002910
 KERRY E. & ELIZABETH M. WOODA
 P.L. 17-024-00-00-01-000
 INST. 450002923
 JOHN WARDEN WARDEN
 P.L. 17-024-00-00-01-000
 INST. 4011543

EUTHENICS INC.
 ENGINEERS
 CONSULTING



LOT 1R
2.5969 Ac.
LOT 49 OF CITY OF KENT
SAFETY FORCES SUBDIVISION NO. 2
PLAT 2018-

LEGEND:
 DASHED LINE: EASEMENT
 SOLID LINE: PROPERTY LINE
 THICK SOLID LINE: EASEMENT
 THIN SOLID LINE: PROPERTY LINE
 DOTTED LINE: EASEMENT
 THICK DOTTED LINE: EASEMENT
 THIN DOTTED LINE: PROPERTY LINE
 DASHED LINE WITH ARROW: EASEMENT
 THICK DASHED LINE WITH ARROW: EASEMENT
 THIN DASHED LINE WITH ARROW: PROPERTY LINE
 DOTTED LINE WITH ARROW: EASEMENT
 THICK DOTTED LINE WITH ARROW: EASEMENT
 THIN DOTTED LINE WITH ARROW: PROPERTY LINE
 DASHED LINE WITH 'X': EASEMENT
 THICK DASHED LINE WITH 'X': EASEMENT
 THIN DASHED LINE WITH 'X': PROPERTY LINE
 DOTTED LINE WITH 'X': EASEMENT
 THICK DOTTED LINE WITH 'X': EASEMENT
 THIN DOTTED LINE WITH 'X': PROPERTY LINE

APPROVALS:
 THIS _____ DAY OF _____ 2018.
 BY COMMISSIONER EXPRESS _____
 APPROVED BY THE CITY OF KENT ZONING INSPECTOR
 THIS _____ DAY OF _____ 2018.
 HEATHER E. PHILLIPS, ZONING INSPECTOR
 APPROVED FOR TRANSFER BY THE KENT CITY DEVELOPMENT ENGINEER
 THIS _____ DAY OF _____ 2018.
 CHRISTOPHER K. BARONE, DEVELOPMENT ENGINEER
 UNDER THE AUTHORITY VESTED IN THEM BY SECTION 214.01 OF THE OHIO
 REVENUE CODE, THE CITY COUNCIL OF KENT DOES HEREBY RESOLVE THAT THIS
 STREET AS SHOWN, IN ACCORDANCE WITH ORDINANCE NO. _____
 PASSED BY THEM THIS _____ DAY OF _____ 2018.
 LINDA COMLEY, CLERK OF COUNCIL
 RECEIVED FOR RECORD THIS _____ DAY OF _____ 2018.
 PORTAGE COUNTY TAX MAP DEPARTMENT
 ENTERED FOR TRANSFER THIS _____ DAY OF _____ 2018.
 PORTAGE COUNTY AUDITOR
 FILED FOR RECORD THIS _____ DAY OF _____ 2018 AT _____ M.
 RECORDED THIS _____ DAY OF _____ 2018 AS PLAT NO. _____
 PORTAGE COUNTY RECORDER

CERTIFICATION
 I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS PLAT WAS OBTAINED FROM A FIELD SURVEY MADE BETWEEN DECEMBER 2018 AND
 FEBRUARY 2018 AND ANALYSIS OF RECORDED DEEDS, PLATS, AND SURVEYS. BEARING
 ARE TO AN ASSURED MARGIN AND ARE TO PROMOTE THE INTERESTS OF THE PUBLIC. I HAVE REVIEWED THE
 SUBJECT PARCELS AND PREPARED THIS DRAWING IN ACCORDANCE WITH PROVISIONS OF
 CHAPTER 1631.37 OF THE OHIO ADMINISTRATIVE CODE.

SCOTT A. HODMAN, P.S. 04618
 DATE _____

DEDICATION PLAT

**OF
TONKIN STREET
AND REPLAT OF LOT 1 OF THE CITY OF
KENT SAFETY FORCES SUBDIVISION NO. 2
(PLAT 2016-)
CREATING LOT 1R FOR THE CITY OF KENT**

**LOT 1R
2.5969 Ac.**

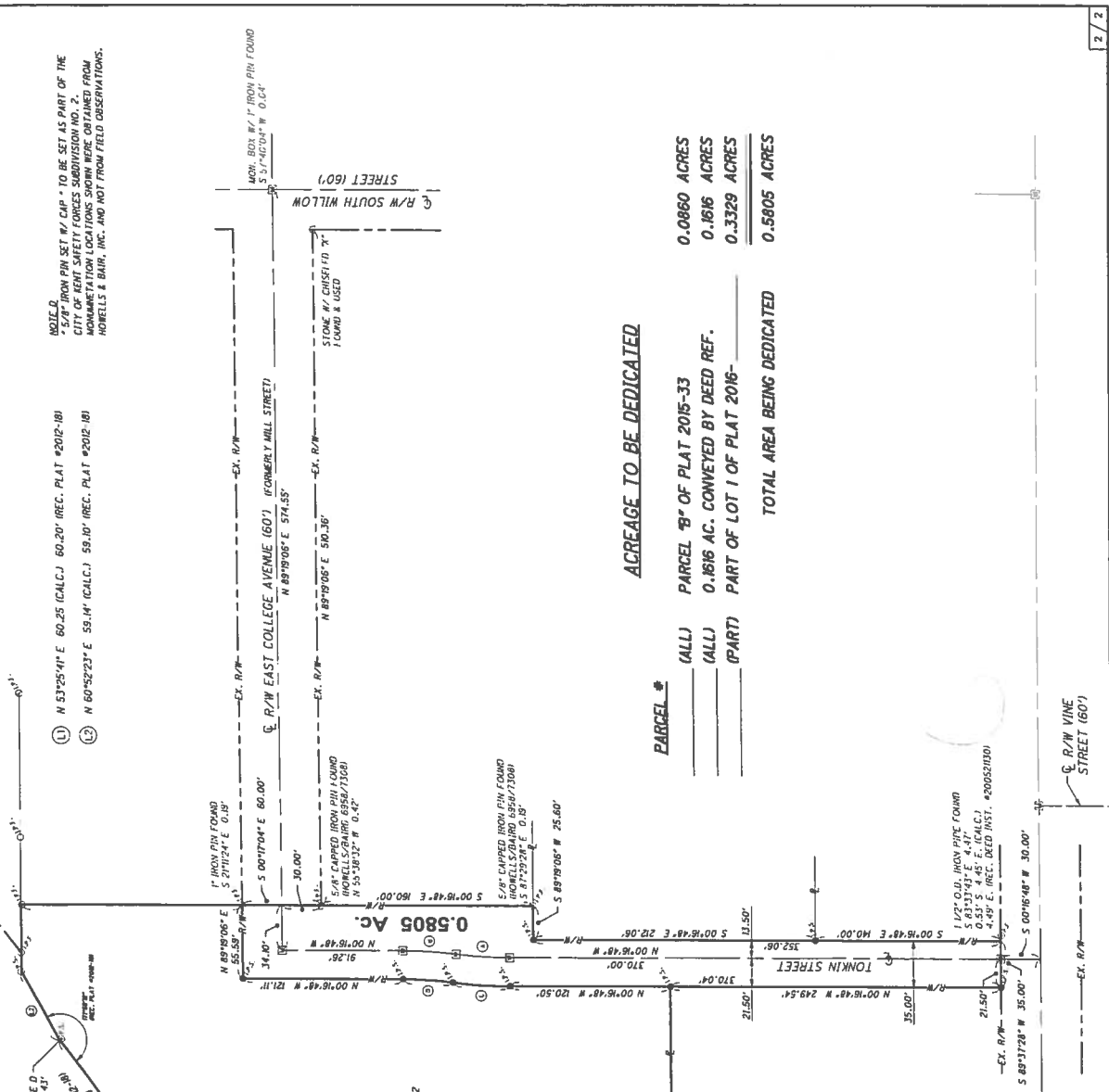
LOT #1 OF CITY OF KENT
SAFETY FORCES SUBDIVISION NO. 2
PLAT 2016-



EUTHENICS INC.
CONSULTING ENGINEERS

NOTE: C. IRON PIN SET W/ CAP - TO BE SET AS PART OF THE CITY OF KENT SAFETY FORCES SUBDIVISION NO. 2. MONUMENTATION LOCATIONS SHOWN WERE OBTAINED FROM HOBRELLS & BAIR, INC. AND NOT FROM FIELD OBSERVATIONS.

- (1) N 53°25'41" E 60.25 (CALC.) 60.20' (REC. PLAT #2012-18)
- (2) N 60°52'23" E 59.14' (CALC.) 59.10' (REC. PLAT #2012-18)



ACCREAGE TO BE DEDICATED

PARCEL #		ACCREAGE
(ALL)	PARCEL 7B OF PLAT 2015-33	0.0860 ACRES
(ALL)	PARCEL 7C OF PLAT 2015-33	0.1816 ACRES
(PART)	PART OF LOT 1 OF PLAT 2016-	0.3329 ACRES
TOTAL AREA BEING DEDICATED		0.5805 ACRES

- (A) R = 327.40'
L = 40.48'
CB = N 03°15'45" E
CL = 40.48'
Δ = 17°30'00"
- (B) R = 327.40'
L = 40.48'
CB = N 03°15'45" E
CL = 40.48'
Δ = 17°30'00"
- (C) R = 248.50'
L = 43.14'
CB = N 03°15'45" E
CL = 43.12'
Δ = 16°25'18"
- (D) R = 305.50'
L = 37.83'
CB = N 03°15'45" E
CL = 37.80'
Δ = 18°43'48"

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Jordan

FROM: Jim Bowling 

DATE: May 24, 2016

RE: 2016 City Auction

Attached is the list of items which are being recommended for sale as part of the City of Kent 2016 Online Auction. The auction will be completed by a company on the State of Ohio Administrative Services bid list and as such the City will not be required to bid the auction services.

Once City Council approves the attached list of items recommended for auction, staff will work to schedule the on-line auction. When the City approves the off line draft auction web page(s), the company will provide a date for the start and end of the auction. As in the past, all advertising and costs associated with the auction will be paid by the on-line auction company. Staff recommends to continue to advertise the dates of the on-line auction locally in the Record Courier. This is an extra cost to the City, but would allow local residents to be better aware of the auction.

In the past after Council has authorized the listed items for auction some items have been identified as being usable by City Departments and it is requested that Council approves the list subject to items being removed from the list as reusable.

The Service Department requests approval for the sale, by auction, of the attached list of items based on the above process.

c: Jim Silver
David Coffee
John Osborne
Sheri Chestnutwood
file

2016 PD Auction List

PD1 - Tools:

1. Bostich Nail Gun
2. Air Xpress tire inflator
3. HDX bolt cutters
4. Dewalt crowbar
5. Stanley wonder bar
6. Black & Decker Electric Hedge Trimmer
7. American Gardener Hedge Trimmer
8. Garden mulching tool

PD2 - Speakers:

1. SDX car speaker system
2. Rockford car speaker system
3. Behringer car speaker system

PD3 - Old Electronics:

1. Realistic Cardioid tape recording microphone
2. JVC VCR Ser# 14963537A
3. (2) Radioshack cassette recorders
4. Canon Multipass 1000 document processing system Ser# UJF61580
5. Toshiba VCR Ser# 85111921
6. Dual XM car radio Ser# NS810000326773
7. Dual car radio Ser# NSD0081138
8. Pioneer multimedia navigation receiver Ser# MCTM008160UC

PD4 - New Electronics:

1. 80 GB iPod Ser# 8M747H36YMV
2. TomTom GPS w/ charger Ser# PN4439105081
3. 120 GB iPod Ser# 8K836J912C7
4. Blue mini iPod
5. Canon 14X Optical Zoom Powershot Camera Ser# 262031030982
6. Silver 80 GB iPod Ser# 8M744E6EYSN
7. Blue iPod w/ Cleveland Indians case Ser# CCQMF9VVF4JW

PD5 - Video Games & Movies:

1. Nintendo 64 Ser# NS238816381
2. PS1 w/ controller Ser# U6659013
3. Tiger Woods 11 X-Box 360
4. (8) PS2 controllers
5. (4) DVD's/Movies
6. (2) PS2 Guitar Hero guitars

PD6 - Collectibles & Jewelry:

1. (2) Joe Camel coins
2. North American Fishing Club set
3. U.S. Proof Set – 1985
4. World War II 50th Anniversary set
5. 20 Reithsmark
6. 1899 penny
7. Double Eagle set
8. 61 misc. coins (commemorative, foreign, etc.)
9. (6) Quartz watches
10. (48) Pokemon cards
11. Ring
12. Necklace
13. Foreign currency
14. Marc Ecko watch Ser# E3904263
15. Jimmy Crystal watch
16. Silver necklace
17. Engraved silver wedding ring
18. Brighton key chain
19. Men's gold wedding band
20. Diamond Ring
21. Silver Rolex watch

PD7 - Baseball Mitt:

1. Wilson baseball mitt

PD8 - Kayak:

1. Yellow Clearwater Kayak

PD9 - Mini Bike:

1. Blue pocket bike Ser# 0750932

PD10 - Honda ATV:

1. 2000 Honda 400EX ATV VIN# 478TE2304Y4000439

Know Defects	Why Taken Out of Service	Miles
Missing key, dead battery & plow pins	Unable to obtain parts & Unit replaced in 2009	
Hard to start	Replaced due to age	
	Confiscated	
Rusted	no bed	
	rusted	
		81304
Unknown	confiscated	
Unknown rear drums froze	confiscated	
Unknown	confiscated	185609
Unknown/ no key	confiscated	
Unknown	confiscated	
Dose not start	confiscated	
	confiscated	
Does not charge		151454
Broken Frame	rusted	
	Replaced due to age	
	Replaced due to age	
Broken frame	Confiscated	
	rusted	

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and is effective as of the date of the execution hereof by the last party to sign by and between the CITY OF KENT, Ohio, 319 South Water Street, Kent, Ohio 44240 (hereinafter referred to as "Seller") and GARY PHILLIP BERARDINELLI, with a mailing address of 998 Nathan Drive, Kent, Ohio 44240 (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, the Seller owns two (2) parcels consisting of 0.2833 acres of real property located at 1065 Mason Avenue, Kent, Portage County, Ohio, which are more fully described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Seller desires to sell to Purchaser and Purchaser desires to buy from Seller such real estate upon and subject to the terms, provisions and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the above Recitals and covenants and promises hereinafter set forth, and for other good and sufficient consideration, the Seller and Purchaser covenant and agree as follows:

1. **AGREEMENT TO SELL.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller two (2) parcels consisting of 0.2833 acres of real property, situated in Kent, County of Portage, Ohio, which are described in attached Exhibit "A", which is incorporated hereby by reference (hereinafter referred to as "the Property").

2. **PURCHASE PRICE.** The Purchaser agrees to pay to the Seller the sum of Eight Thousand Four Hundred Ninety Nine Dollars and 00/100 (\$8,499.00) for the Property which sum shall be payable in full at the closing date with the funds to be delivered to the Escrow Agent, Diamond Title Company, 4030 State Route 43, #201, Brimfield, Ohio 44240, (hereinafter referred to as the "Escrow Agent"). As additional consideration, Purchaser will sign an agreement back to Seller as described in Section 3.

3. **CONVEYANCE.** The Property shall be conveyed to Purchaser by General Warranty Deed conveying marketable title to Purchaser free and clear of all encumbrances and liens whatsoever, except easements, restrictions, reservations and conditions of record that do not, in the Purchaser's opinion, affect the use of the Property for Purchaser's intended use. The Purchaser's intended use is for a landscaping business.

As part of the consideration for this Agreement, Purchaser, upon transfer of this property to Purchaser, shall execute a Storm Sewer Easement to the City of Kent (a copy of said easement is attached hereto as Exhibit "B" and made a part hereof). The title company herein is hereby constructed to file the easement for record immediately after filing the deed transferring the 0.2833 acres to Purchaser herein.

4. **TITLE COMMITMENT.** Within thirty (30) days after the date hereof, Seller shall obtain from the Escrow Agent and deliver to Purchaser a commitment to issue Purchaser an ALTA title insurance policy in the amount of the purchase price hereunder, together with a complete description of all easements, covenants, conditions, reservations and restriction of record. Purchaser shall have thirty (30) days after Purchaser's receipt of said commitment to advise Seller in writing that Purchaser either accepts the condition of title as reflected in said commitment (except for liens, if any, to be discharged by Seller at Closing) or that the condition of title is unacceptable to Purchaser. If Purchaser advises Seller that title is unacceptable due to identified exceptions to title, then Seller shall remove such exceptions from title within thirty (30) days, failing which Purchaser shall within fourteen (14) days thereafter either (a) elect to terminate the Purchase Agreement and receive the prompt return of all funds deposited hereunder by Purchaser and either party shall be liable for damages hereunder to the other, or (b) accept such title as Seller is able to convey, without any reduction in the purchase price hereunder.

5. **TITLE INSURANCE.** Seller shall furnish to Purchaser an owner's title insurance policy in the amount of the purchase price, showing title to the Property to be good in Purchaser and subject only to the approved exceptions set for in Articles 3 and 4 herein. Said title insurance shall be issued to the Escrow Agent.

6. **INSPECTION OF PREMISES.** Within thirty (30) days from the date hereof, Purchaser is granted the right to conduct inspections of the Property, including without limitation, an environmental assessment. If it should be determined by Purchaser, in Purchaser's sole judgment, that the Property is not in satisfactory condition, Purchaser may terminate this Agreement by written notice to the Seller within sixty (60) days after the date hereof and this Agreement shall be null and void, and neither party shall be liable for damages hereunder to the other and all money therefore paid by the Purchaser shall be returned to the Purchaser. If such written notice from Purchaser to Seller is not given with sixty (60) days after date hereof, the condition of the Property shall have been accepted by the Purchaser and any objection thereto shall be deemed to have been waived.

7. **SELLER'S WARRANTIES.** Seller hereby represents and warrants to Purchaser as follows:

- (1) That it is the fee simple owner of the Property and is fully authorized and empowered to convey the Property as provided here;
- (A) That to the best of Seller's knowledge, there are no claims or unpaid bills for labor or material furnished for repair or improvement of the Property.

8. **PURCHASER'S WARRANTIES.** Purchaser hereby represents and warrants to Seller that they are purchasing the Property based only upon their own inspections of the Property.

9. **POSSESSION OF PREMISES.** Purchaser shall be entitled to exclusive possession of the Property on the Closing Date.

10. NON-MERGER AND RELEASE OF SELLER FROM WARRANTIES. All the terms, agreements, covenants, warranties and representations contained in this Agreement shall be deemed to have been made on the date hereof and at Closing and shall survive the Closing and the filing of the General Warranty Deed.

11. ESCROW AGENT. An executed copy of this Agreement shall be delivered to the Escrow Agent to serve as its escrow instructions. The Escrow Agent is authorized to attach hereto its standard form of acceptance of escrow without further signatures, provided, however, that where said standard form is inconsistent with the provisions of this Agreement, this Agreement shall be paramount. All funds and documents pertaining to this Agreement shall be deposited with the Escrow Agent not less than five (5) days prior to Closing.

12. CLOSING. Unless the parties or their respective counsel on their behalf, otherwise agree in writing, this transaction shall close in escrow on or before June 15, 2016:

- (A) When the Escrow Agent has received all of the funds and documents to be deposited with it hereunder and the Escrow Agent can record the General Warranty Deed and can issue an owner's title insurance policy in the full amount of the purchase price in favor of the Purchaser in accordance with provisions of Article 5 hereof.

Upon Closing, the Escrow Agent:

- (A) File the Grantee Statement, pay the Ohio State property transfer tax on the conveyance fee and charge the cost thereof, if any, to Seller;
- (B) File the General Warranty Deed for record, charge the cost of recording to Purchaser and deliver the General Warranty Deed to Purchaser when available;
- (C) Cause the title insurance to be issued and charge the cost of such examination, title commitment and the premium to the Seller;
- (D) Charge the cost of the survey, if any, to Purchaser;
- (E) Charge one-half (1/2) of its escrow fee to Seller and one-half (1/2) of its escrow fee to Purchaser;
- (F) Pro-rate real estate taxes between the parties as of the date of closing;
- (G) Disburse the balance of funds and documents in escrow to Seller and Purchaser as the respective interest appear.
- (H) Purchaser shall be responsible for any costs associated with the preparation and filing of any mortgage deed.

13. PLACE/TIME OF CLOSING. The delivery of all papers and funds and the place of closing of this transaction shall be at the offices of the Escrow Agent.

14. **BROKERAGE COMMISSION.** Each party represents and warrants to the other party that the warranting party has not had any contract or dealing regarding the Property, nor any communication in connection with the subject matter of this transaction, through or with any licensed real estate broker or other person who can claim a right to a commission or to a finder's or similar fee as a procuring cause of the sale contemplated herein.

15. **ENTRY OF PURCHASER PRIOR TO CLOSING.** Prior to Closing, Purchaser, its agents and employees shall have the right to go upon the Property to make such inspections and surveys as Purchaser shall deem advisable upon reasonable advance notice to Seller.

16. **NOTICES.** The Parties may contact each other at the following addresses:

TO SELLER: City
Manager
Finance Director
City of Kent City of
Kent
319 South Water Street 930
Overholt Road
Kent, Ohio 44240 Kent,
Ohio 44240

WITH COPY TO: James R. Silver
Law Director
City of Kent
319 South Water Street
Kent, Ohio 44240

PURCHASER: Gary Phillip Berardinelli
998 Nathan Drive
Kent, Ohio 44240

The above addresses may be changed from time to time by giving written notice thereof as herein provided.

17. **CONSTRUCTION.** This Agreement shall be interpreted under and in accordance with the laws of the State of Ohio.

18. **INTEGRATED AGREEMENT.** This Agreement represents the entire, complete and exclusive understanding by and between the parties and reduces to writing all prior oral agreements and negotiations of the parties and may not be altered, amended or otherwise changed unless in writing signed by both parties.

19. **HEADNOTES.** The headnotes are inserted only as a matter of convenience and as a matter of reference and in no way define, limit or describe the scope or intent of this Agreement nor in any manner affect this Agreement.

20. **BINDING EFFECT.** All covenants and conditions herein contained shall extend to and be binding upon the heirs, successors, assigns and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hand with the intent to be legally bound as of the date set below their respective signatures.

SIGNED IN THE PRESENCE OF:

SELLER: CITY OF KENT, OHIO

By: _____
David Ruller, City Manager

Date:

PURCHASER:

**GARY
BERARDINELLI**

PHILLIP

By: _____
Gary Phillip Berardinelli

Date:

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

STATE OF OHIO)
) SS
PORTAGE COUNTY)

BEFORE ME, a Notary public in and for said County, personally appeared DAVID RULLER, as City Manager, respectively, of the City of Kent, Ohio, who acknowledged that he did sign the foregoing Purchase Agreement and that the same is his free act and deed and the free act and deed of the City of Kent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Kent, Ohio, which ____ day of _____, 2016.

Notary Public

STATE OF OHIO)
) SS
PORTAGE COUNTY)

BEFORE ME, a Notary public in and for said County, personally appeared GARY PHILLIP BERARDINELLI, who acknowledges that he did sign the foregoing Purchase Agreement and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Kent, Ohio, which ____ day of _____, 2016.

Notary Public

STORM SEWER EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) made between Gary Phillip Berardinelli of 998 Nathan Dr., Kent, Ohio 44240, hereinafter called (“Grantor”), and the City of Kent, Ohio, a municipal corporation organized under the laws of Ohio, having its principal office at 217 E Summit St., Kent, Ohio 44240 (“Grantee”).

RECITALS

Grantor is the fee owner of the real property in Portage County, Ohio (the “Property”), more particularly described in Exhibit A, attached to and by this reference made a part of this Agreement.

Grantee has installed a storm sewer pipe (the “Pipe”) within a portion of the Property. The approximate location of the Pipe is depicted on the attached Exhibit B, which starts at the southerly boundary line as depicted by a black bold line of Grantor's Property and continues in a northerly direction to the point where the Pipe reaches the northern boundary of the Property. The Easement covers fifteen (15) feet on each side of the centerline of the Pipe as installed.

The easement granted in this Agreement includes a strip of land (the “Access Point”) located along the southern edge of the Property, beginning at the centerline of the Pipe at the Property's southerly boundary and extending thirty (30) feet north along the Pipe, and then extending east along the Property's southern boundary to the eastern boundary of the Property. The approximate location of the portion of the easement is depicted in Exhibit C, attached to and by this reference made a part of this Agreement.

Grantee has installed the Pipe and Grantor desires to grant to Grantee an easement, according to the terms and conditions contained in this Agreement.

SECTION ONE

SCOPE OF EASEMENT

The perpetual storm water drainage easement granted in this Agreement includes the right of Grantee, its contractors, agents, and employees to enter the premises through the Access Point at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, and repairing storm sewer, sanitary sewer and water facilities and ground surface drainage ways in the described easement area.

The Pipe shall be maintained by the Grantee at its sole cost and expense. Grantee shall repair any damage to property of Grantor or pay any damages which may be caused to property of Grantor solely by Grantee's activity on, or use of, the land subject to this easement. At its sole cost and expense and promptly after completion of any work within the easement area, Grantee will restore the surface and subsurface condition of the easement area to an equal or better condition as existed prior to Grantee's work.

SECTION TWO

MAINTENANCE

The Grantor shall not erect any permanent structures upon the easement for the Pipe described in the Recitals above, without the written consent of the Director of Public Service of the Grantee. The parties acknowledge that trees and structures now exist within the easement and shall be protected and, if necessary, replaced or restored by the Grantee.

Grantor may pave or lay asphalt over the easement for the Pipe or erect temporary or semi-permanent structures.

After consultation with the Grantor and upon showing reasonable necessity for any proposed alteration or removal of appurtenances, the Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions in the easement being conveyed; provided, however, that the Grantee at its own expense shall restore as nearly as possible, to their original condition, all land and appurtenances thereto which are disturbed in any manner by the, operation and maintenance of said Pipe, with the exception of any trees or shrubbery removed. Such restoration shall include the backfilling of trenches, the replacement of fences, brickwork, pavement, the timely repair of the existing irrigation system and/or foundation if damaged by the Grantee and the reseeding or resodding of lawns within the easement.

SECTION THREE

TITLE OF GRANTOR

Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to Grantee the easement in this Agreement.

SECTION FOUR

EASEMENT TO RUN WITH THE LAND

The grant of easement shall be valid only if accepted by City ordinance and shall run with the land and shall be binding on and shall inure to the benefits of the parties hereto, their heirs, executors, administrators, successors, and assigns. Nonperformance by the City shall constitute a ground of forfeiture.

SECTION FIVE

RESERVATION OF TIE-IN RIGHTS

Grantor reserves the unlimited right to tie-in to any Pipe installed in the easement, at no cost, for the purpose of extending any and all storm water drains located on Parcel No. 170411000057 such as down-spout drains, foundation drains, and crawl space/basement sump pump drains, etc. The Grantee shall complete all initial tie-ins.

IN WITNESS WHEREOF, the parties have hereunto set their hands at

_____ this _____ day of _____, 200__.

GRANTOR/OWNERS:

Gary Phillip Berardinelli

STATE OF OHIO)
)
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared the above named Gary Phillip Berardinelli who acknowledges that he signed the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at _____, this _____, day of _____, 20__.

Notary Public

ACCEPTANCE OF EASEMENT

THIS EASEMENT accepted by the City of Kent, Ohio, this _____ day of _____, 20__, pursuant to Ordinance No. _____.

CITY OF KENT, OHIO

PEARSON SURVEYING, LLC

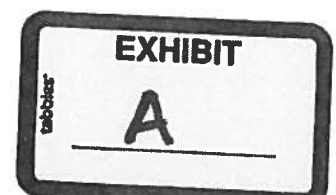
(330) 296-9200 OFFICE (330) 298-9184 FAX

TOTAL
PROPERTY DESCRIPTION
2.5047 ACRE TRACT

Situated in the City of Kent, County of Portage, and the State of Ohio, and being part of Original Lot 41 in the Township of Franklin and being part of the tract of land transferred to The City of Kent, as recorded in D.V. 1093, Page 120, part of the tract of land transferred to The City of Kent, as recorded in File #200723604, and all of the tract of land transferred to Gary P. Berardinelli as recorded in File #200720580, and further described as follows to wit:

Beginning at a 1/2" iron pipe found at the Northeast corner of subplot 72, in the Kent Rubber City Addition No. 1 (Plat Book 3, Page 19), thence **North 01°39'26" West**, along the east line of the aforesaid City of Kent tract (D.V. 1093, Page 120), a distance of **114.23** feet to a 1/2" iron pipe found, the next 3 courses are along the south line of The City of Kent tract (File #200723604): thence **South 81°07'34" West**, a distance of **13.08** feet to a 1/2" iron pipe found, thence **South 68°26'30" West**, a distance of **155.27** feet to a 1/2" iron pipe found, thence **South 58°18'37" West**, a distance of **62.40** feet to a capped rebar set, which is the True Place of Beginning for the property herein described;

1. Thence **South 29°17'21" East**, through the land of the grantor, a distance of **48.73** feet to a capped rebar set;
2. Thence **South 54°19'16" West**, through the land of the grantor, a distance of **147.92** feet to a capped rebar set;
3. Thence **South 01°12'36" East**, along the west line of the aforesaid City of Kent tract (D.V. 1093, Page 120), a distance of **12.13** feet to an iron pipe found;
4. Thence **South 54°19'16" West**, along the north line of the aforesaid City of Kent tract (D.V. 1093, Page 120), a distance of **465.83** feet to a 5/8" iron bar found;
5. Thence **North 25°52'01" West**, along the east line of a tract of land now or formerly owned by The City of Kent (File #200720579), a distance of **271.16** feet to a 5/8" iron bar found;



2.5047 acre parcel – page 2

6. Thence North $70^{\circ}59'55''$ East, along the south line of the Akron Barberton Cluster Railway Company, a distance of 609.25 feet to a capped rebar set;
7. Thence South $29^{\circ}17'21''$ East, through the land of the grantor, a distance of 34.13 feet to the True Place of Beginning of the herein described parcel.

Containing 2.5047 acres of land, based on a field survey by Beth A. Pearson, P.S. #8430 in April of 2016.

The basis of bearing is Grid North, Ohio State Plane Coordinate System, North Zone, NAD83.

Subject to all legal highways and any easements or restrictions of record.

Capped rebars set are 5/8" x 30" with "Pearson PS-8430".

Beth A. Pearson 04/20/2016
Beth A. Pearson, PS
Registered Surveyor #8430



PLAT OF LOT SPLIT & COMBINATION

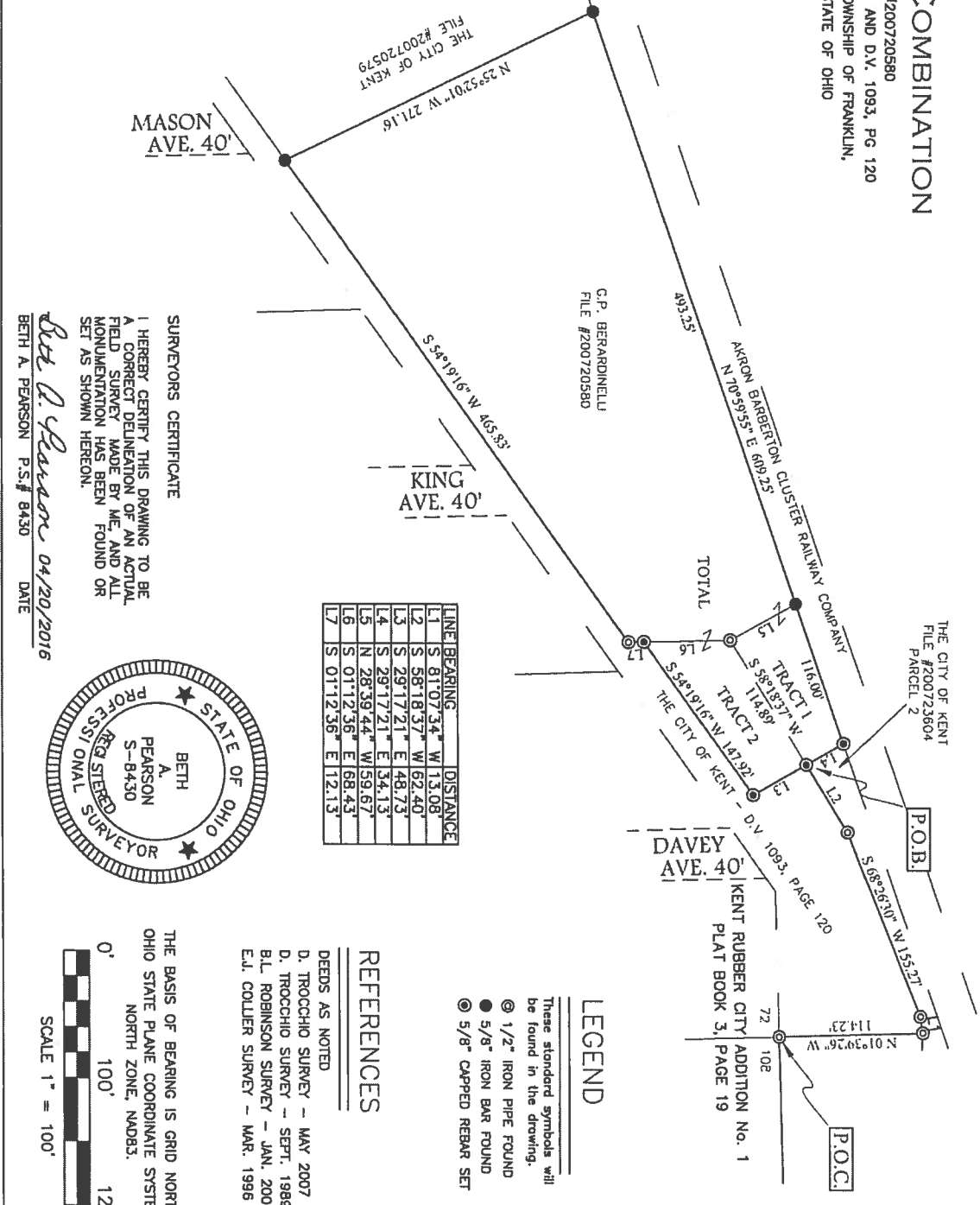
FOR GARY P. BERRARDINELLI - FILE #200720580
 AND THE CITY OF KENT - FILE #200723604 (2), AND D.V. 1093, PG 120
 BEING PART OF ORIGINAL LOT #41 IN THE TOWNSHIP OF FRANKLIN,
 CITY OF KENT, COUNTY OF PORTAGE, STATE OF OHIO
 APRIL 2016

ACREAGE SUMMARY	
TRACT 1	0.1233
TRACT 2	0.1600
TOTAL	2.5047

PEARSON SURVEYING
 33663 HORMANN ROAD, RAVENNA, OHIO 44266
 OFFICE (330) 2969200 CELL (330) 6189195

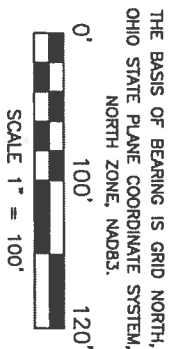
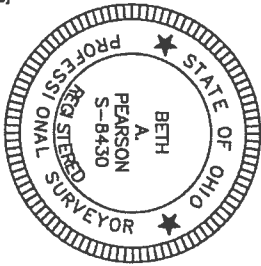
APPROVED THIS _____ DAY OF _____, 2016
 KENT CITY DEVELOPMENT ENGINEER
 APPROVED THIS _____ DAY OF _____, 2016
 KENT CITY ZONING INSPECTOR

P160412



LINE	BEARING	DISTANCE
L1	S 81°07'34" W	13.08'
L2	S 58°18'37" W	62.40'
L3	S 29°17'21" E	48.73'
L4	S 28°17'21" E	34.13'
L5	N 28°39'44" W	59.67'
L6	S 01°12'36" E	68.43'
L7	S 01°12'36" E	112.13'

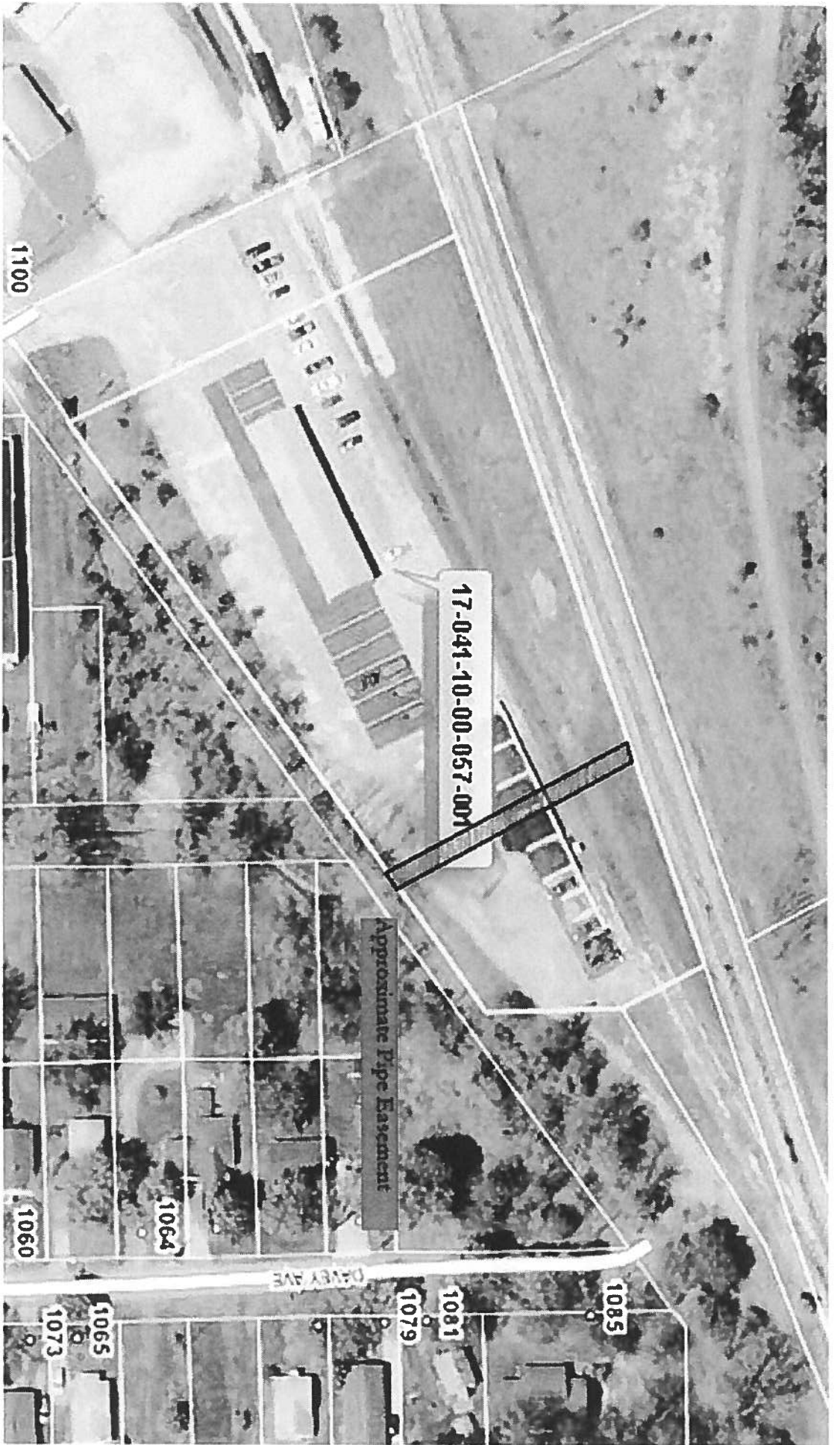
SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THIS DRAWING TO BE
 A CORRECT DELINEATION OF AN ACTUAL
 FIELD SURVEY MADE BY ME, AND ALL
 MONUMENTATION HAS BEEN FOUND OR
 SET AS SHOWN HEREON.
Beth A. Pearson 04/20/2016
 BETH A. PEARSON P.S.# 8430 DATE



REFERENCES
 DEEDS AS NOTED
 D. TROCCHIO SURVEY - MAY 2007
 D. TROCCHIO SURVEY - SEPT. 1989
 B.L. ROBINSON SURVEY - JAN. 2004
 E.J. COLLIER SURVEY - MAR. 1996

LEGEND
 These standard symbols will be found in the drawing.
 ● 1/2" IRON PIPE FOUND
 ● 5/8" IRON BAR FOUND
 ● 5/8" CAPPED REBAR SET

THE BASIS OF BEARING IS GRID NORTH,
 OHIO STATE PLANE COORDINATE SYSTEM,
 NORTH ZONE, NAD83.



17-041-10-00-057-001

Approximate Pipe Easement

1100

1060

1064

1085

1081

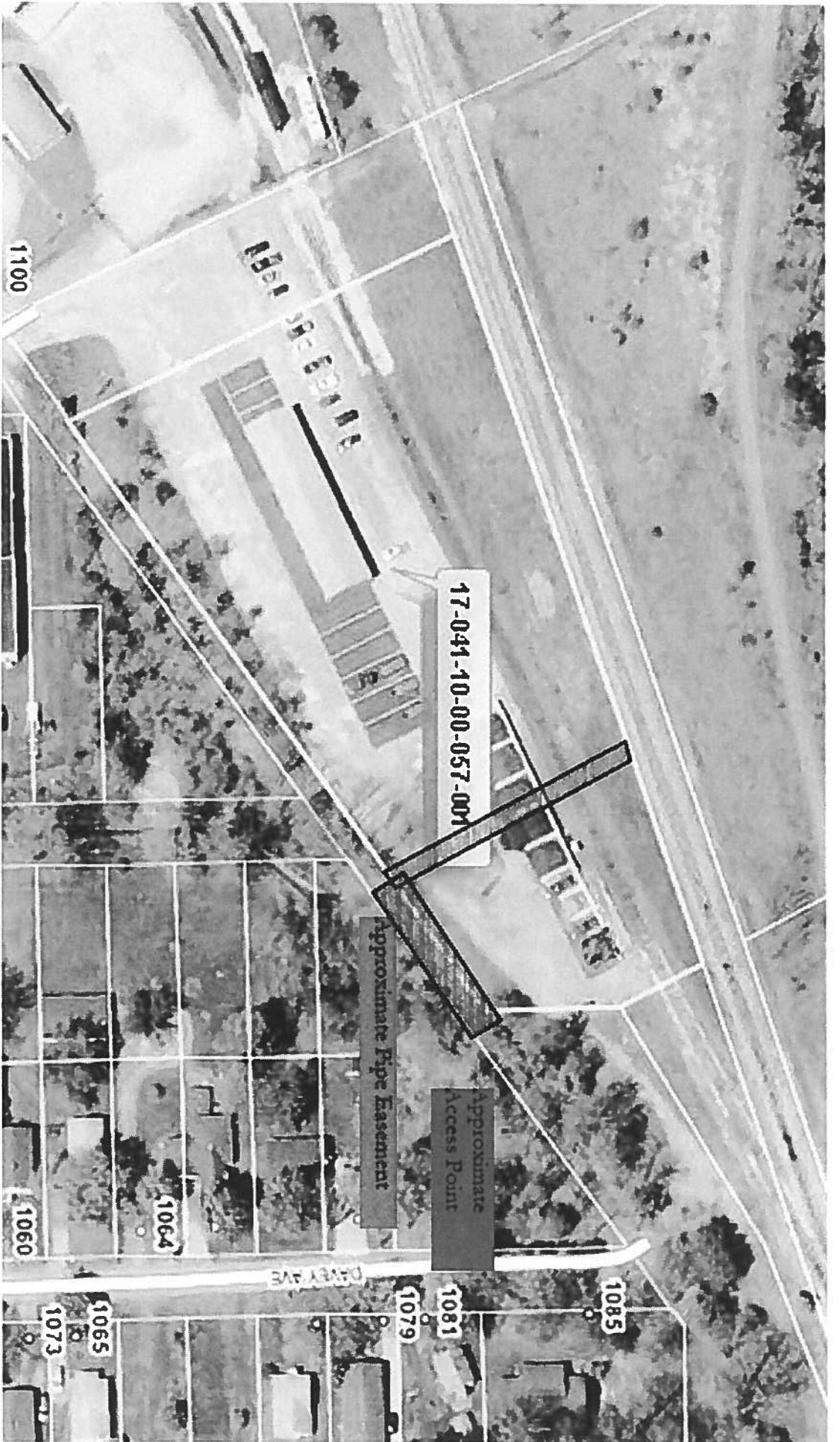
1079

1065

1073

DANEY AVE

tabbles®
EXHIBIT
B



17-041-10-00-057-001

Approximate Pipe Easement

Approximate Access Point

1100

1060

1064

1065

1073

1079

1081

1085

DAVEY AVE

PEARSON SURVEYING, LLC

(330) 296-9200 OFFICE (330) 298-9184 FAX

TOTAL
PROPERTY DESCRIPTION
2.5047 ACRE TRACT

Situated in the City of Kent, County of Portage, and the State of Ohio, and being part of Original Lot 41 in the Township of Franklin and being part of the tract of land transferred to The City of Kent, as recorded in D.V. 1093, Page 120, part of the tract of land transferred to The City of Kent, as recorded in File #200723604, and all of the tract of land transferred to Gary P. Berardinelli as recorded in File #200720580, and further described as follows to wit:

Beginning at a 1/2" iron pipe found at the Northeast corner of subplot 72, in the Kent Rubber City Addition No. 1 (Plat Book 3, Page 19), thence **North 01°39'26" West**, along the east line of the aforesaid City of Kent tract (D.V. 1093, Page 120), a distance of **114.23** feet to a 1/2" iron pipe found, the next 3 courses are along the south line of The City of Kent tract (File #200723604): thence **South 81°07'34" West**, a distance of **13.08** feet to a 1/2" iron pipe found, thence **South 68°26'30" West**, a distance of **155.27** feet to a 1/2" iron pipe found, thence **South 58°18'37" West**, a distance of **62.40** feet to a capped rebar set, which is the True Place of Beginning for the property herein described;

1. Thence **South 29°17'21" East**, through the land of the grantor, a distance of **48.73** feet to a capped rebar set;
2. Thence **South 54°19'16" West**, through the land of the grantor, a distance of **147.92** feet to a capped rebar set;
3. Thence **South 01°12'36" East**, along the west line of the aforesaid City of Kent tract (D.V. 1093, Page 120), a distance of **12.13** feet to an iron pipe found;
4. Thence **South 54°19'16" West**, along the north line of the aforesaid City of Kent tract (D.V. 1093, Page 120), a distance of **465.83** feet to a 5/8" iron bar found;
5. Thence **North 25°52'01" West**, along the east line of a tract of land now or formerly owned by The City of Kent (File #200720579), a distance of **271.16** feet to a 5/8" iron bar found;

2.5047 acre parcel – page 2

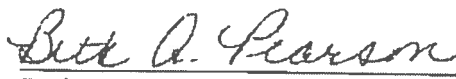
6. Thence **North 70°59'55" East**, along the south line of the Akron Barberton Cluster Railway Company, a distance of **609.25** feet to a capped rebar set;
7. Thence **South 29°17'21" East**, through the land of the grantor, a distance of **34.13** feet to the True Place of Beginning of the herein described parcel.

Containing **2.5047** acres of land, based on a field survey by Beth A. Pearson, P.S. #8430 in April of 2016.

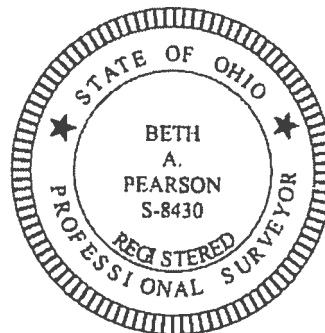
The basis of bearing is Grid North, Ohio State Plane Coordinate System, North Zone, NAD83.

Subject to all legal highways and any easements or restrictions of record.

Capped rebars set are 5/8" x 30" with "Pearson PS-8430".


Beth A. Pearson, PS
Registered Surveyor #8430

04/20/2016



PEARSON SURVEYING, LLC

(330) 296-9200 OFFICE (330) 298-9184 FAX

TRACT 1
PROPERTY DESCRIPTION
0.1233 ACRE TRACT

Situated in the City of Kent, County of Portage, and the State of Ohio, and being part of Original Lot 41 in the Township of Franklin and being part of the tract of land transferred to The City of Kent, as recorded in File #200723604, parcel 2, and further described as follows to wit:

Beginning at a 1/2" iron pipe found at the Northeast corner of subplot 72, in the Kent Rubber City Addition No. 1 (Plat Book 3, Page 19), thence **North 01°39'26" West**, along the east line of a tract of land now or formerly owned by The City of Kent (D.V. 1093, Page 120), a distance of **114.23** feet to a 1/2" iron pipe found, the next 3 courses are along the north line of the same City of Kent tract: thence **South 81°07'34" West**, a distance of **13.08** feet to a 1/2" iron pipe found, thence **South 68°26'30" West**, a distance of **155.27** feet to a 1/2" iron pipe found, thence **South 58°18'37" West**, a distance of **62.40** feet to a capped rebar set, which is the True Place of Beginning for the property herein described;

1. Thence **South 58°18'37" West**, along the north line of the aforesaid City of Kent tract (D.V. 1093, Page 120), a distance of **114.89** feet to a 1/2" iron pipe found;
2. Thence **North 28°39'44" West**, along the east line of a tract of land now or formerly owned by G.P. Berardinelli (File #200720580), a distance of **59.67** feet to a 5/8" iron bar found;
3. Thence **North 70°59'55" East**, along the south line of the Akron Barberton Cluster Railway Company, a distance of **116.00** feet to a capped rebar set;
4. Thence **South 29°17'21" East**, through the land of the grantor, a distance of **34.13** feet to the True Place of Beginning of the herein described parcel.

Containing **0.1233** acres of land, based on a field survey by Beth A. Pearson, P.S. #8430 in April of 2016.

The basis of bearing is Grid North, Ohio State Plane Coordinate System, North Zone, NAD83.

0.1233 acre parcel – page 2

Subject to all legal highways and any easements or restrictions of record.

Capped rebars set are 5/8" x 30" with "Pearson PS-8430".

Beth A. Pearson 04/20/2016

Beth A. Pearson, PS
Registered Surveyor #8430



PEARSON SURVEYING, LLC

(330) 296-9200 OFFICE (330) 298-9184 FAX

TRACT 2
PROPERTY DESCRIPTION
0.1600 ACRE TRACT

Situated in the City of Kent, County of Portage, and the State of Ohio, and being part of Original Lot 41 in the Township of Franklin and being part of the tract of land transferred to The City of Kent, as recorded in (D.V. 1093, Page 120), and further described as follows to wit:

Beginning at a 1/2" iron pipe found at the Northeast corner of subplot 72, in the Kent Rubber City Addition No. 1 (Plat Book 3, Page 19), thence **North 01°39'26" West**, along the east line of the aforesaid City of Kent tract, a distance of **114.23** feet to a 1/2" iron pipe found, the next 3 courses are along the south line of The City of Kent tract (File #200723604): thence **South 81°07'34" West**, a distance of **13.08** feet to a 1/2" iron pipe found, thence **South 68°26'30" West**, a distance of **155.27** feet to a 1/2" iron pipe found, thence **South 58°18'37" West**, a distance of **62.40** feet to a capped rebar set, which is the True Place of Beginning for the property herein described;

1. Thence **South 29°17'21" East**, through the land of the grantor, a distance of **48.73** feet to a capped rebar set;
2. Thence **South 54°19'16" West**, through the land of the grantor, a distance of **147.92** feet to a capped rebar set;
3. Thence **North 01°12'36" West**, along the east line of along the east line of a tract of land now or formerly owned by G.P. Berardinelli (File #200720580), a distance of **68.43** feet to an iron pipe found;
4. Thence **North 58°18'37" East**, through the land of the grantor, a distance of **114.89** feet to the True Place of Beginning of the herein described parcel.

Containing **0.1600** acres of land, based on a field survey by Beth A. Pearson, P.S. #8430 in April of 2016.

The basis of bearing is Grid North, Ohio State Plane Coordinate System, North Zone, NAD83.

0.1600 acre parcel – page 2

Subject to all legal highways and any easements or restrictions of record.

Capped rebars set are 5/8" x 30" with "Pearson PS-8430".

Beth A. Pearson 04/20/2016
Beth A. Pearson, PS
Registered Surveyor #8430



PLAT OF LOT SPLIT & COMBINATION

FOR GARY P. BERARDINELLI - FILE #200720580
 AND THE CITY OF KENT - FILE #200723604 (2), AND D.V. 1093, PG 120
 BEING PART OF ORIGINAL LOT #41 IN THE TOWNSHIP OF FRANKLIN,
 CITY OF KENT, COUNTY OF PORTAGE, STATE OF OHIO

APRIL 2018

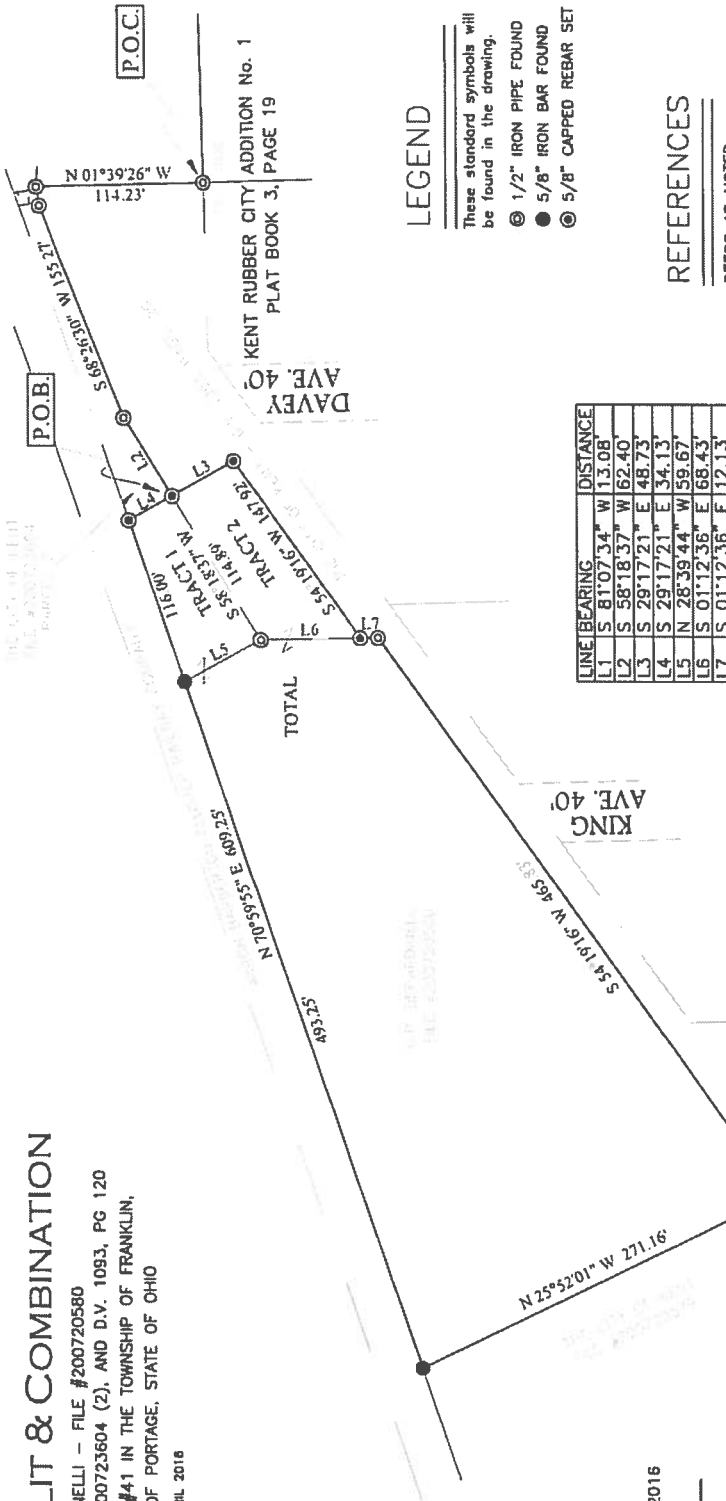
ACREAGE SUMMARY	
TRACT 1	0.1213
TRACT 2	0.1600
TOTAL	2.5047

APPROVED THIS _____ DAY OF _____, 2016

 KENT CITY DEVELOPMENT ENGINEER

APPROVED THIS _____ DAY OF _____, 2016

 KENT CITY ZONING INSPECTOR



LINE	BEARING	DISTANCE
L1	S 81°07'34" W	13.08'
L2	S 58°18'37" W	162.40'
L3	S 28°17'21" E	48.73'
L4	S 29°17'21" E	34.13'
L5	N 28°39'44" W	59.67'
L6	S 01°12'36" E	168.43'
L7	S 01°12'36" E	12.13'

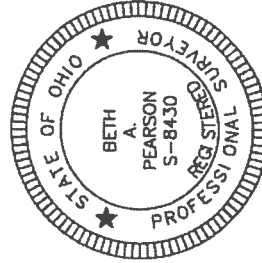
LEGEND

These standard symbols will be found in the drawing.

- ⊙ 1/2" IRON PIPE FOUND
- 5/8" IRON BAR FOUND
- ⊙ 5/8" CAPPED REBAR SET

REFERENCES

- DEEDS AS NOTED
- D. TROCCHIO SURVEY - MAY 2007
 - D. TROCCHIO SURVEY - SEPT. 1989
 - B.L. ROBINSON SURVEY - JAN. 2004
 - E.J. COLLIER SURVEY - MAR. 1995



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THIS DRAWING TO BE A CORRECT DELINEATION OF AN ACTUAL FIELD SURVEY MADE BY ME, AND ALL MONUMENTATION HAS BEEN FOUND OR SET AS SHOWN HEREON.

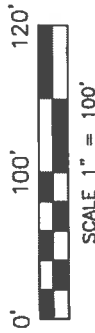
Beth A. Pearson 04/20/2018
 BETH A. PEARSON P.S.# 8430 DATE



PEARSON SURVEYING

3366 HOMMON ROAD, RAVENNA, OHIO 44266
 OFFICE (330) 236-9200 CELL (330) 618-9105

THE BASIS OF BEARING IS GRID NORTH,
 OHIO STATE PLANE COORDINATE SYSTEM,
 NORTH ZONE, NAD83.





CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager

From: David A. Coffee, Director of Budget and Finance

Date: May 20, 2016

Re: FY2016 Appropriation Amendments, Transfers, and Advances

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

Fund 001 – General

Increase	\$ 2,500	City Council / Other (O&M) – Additional funding for update of Kent’s Codified Ordinances by outside vendor, per L. Jordan 5/4/16 memo.
Increase	\$ 9,880	City Hall Facility / Other (O&M) – Addt’l funding to pay costs of relocating City Health Department offices from Schwartz Center site to Cutler Bldg. site.
Increase	\$ 15,000	Community Development / Other (O&M) – Reappropriate NGP funding in CDBG Fund 126 to increase funding for Non-City Property Improvements in Gen. Fund 001, per B. Susel 5/4/16 memo.
Increase	\$ 45,850	Economic Development / Other (O&M) – Addt’l funding to meet 2015 obligation of Job Creation Tax Credit Agreement with MAC LTT, Inc. per B. Susel 4/19/16 memo.

Fund 102 – SCM&R

Increase	\$ 60,000	Central Maintenance / Personnel – OT - Additional funding for Street Maintenance and Repair Overtime Labor for 2016 Project per J. Bowling memo.
Increase	\$ 90,000	Central Maintenance / Other (O&M) – Additional funding for Street Maintenance and Repair Operating Materials for 2016 Project per J. Bowling memo.

Fund 126 – Community Development Block Grant (CDBG)

Decrease	\$ 15,000	Community Development / Other (O&M) – Reduce appropriation of NGP funding for CDBG Fund 126 and increase funding for Non-City Property Improvements in Gen. Fund 001, per B. Susel 5/4/16 memo.
Increase	\$ 136,333	Community Development / Capital - Reappropriate prior year funding for Pine Street Reconstruction Project, per B. Susel’s 4/19/16 memo.

Fund 201 – Water

Increase	\$ 10,000	Service / Capital Facilities / Capital – Additional funding for Aerial Mapping Update Project, per J. Bowling memo.
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Continued

Fund 202 – Sewer

Increase \$ 15,948 Service / WRF / Capital - Reappropriate 2015 funding for Influent Barscreen Rehab at Water Reclamation Plant, per J. Bowling memo.

Increase \$ 10,000 Service / Capital Facilities / Capital – Additional funding for Aerial Mapping Update Project, per J. Bowling memo.

Fund 208 – Storm Water

Increase \$ 10,000 Service / Capital Facilities / Capital – Additional funding for Aerial Mapping Update Project, per J. Bowling memo.

Fund 301 – Capital Projects

Increase \$ 10,000 Service / Capital Facilities / Capital – Additional funding for Aerial Mapping Update Project, per J. Bowling memo.

Increase \$ 20,000 Service / Capital Facilities / Capital – Additional funding for Middlebury Rd. bike lane widening and restriping as previously approved by KCC in MOU with Tallmadge and Summit MetroParks.

Decrease \$ 260,529 Service / Capital Facilities / Capital – Reduce appropriation amount for Summit Street Project subsequent to determination that total project appropriation amounts exceed required funding levels.

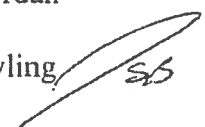
Fund 303 – Police Facility

Increase \$ 300,000 Budget and Finance (Debt) / Debt Service – Addt'l funding for debt service on bond issued in late 2015 for construction of the New Police Facility. Final numbers were not available prior to finalization/adoption of the 2016 Budget.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Jordan

FROM: Jim Bowling 

DATE: May 24, 2016

RE: OPWC Pre-application - Grant and No Interest Loan Requests

The Engineering Division is requesting council time to seek approval to submit two funding applications and to execute the subsequent agreements with the Ohio Public Works Commission (OPWC), if successful, for the following projects.

SR 43 Signalization Project – This project includes upgrading the traffic signal system on SR 43 from SR 261 to Summit Street. The project includes new signals at School, Cherry/Bowman and Beryl Streets as well as connecting seven (7) signals to our centralized control system. The project also includes adding a second westbound left turn lane at the SR 43/SR 261 intersection.

The total cost of the project is estimated at \$3,370,000 and we are requesting \$350,000 in grant funds and \$150,000 in no interest loans from OPWC, in addition to the \$2,360,000 already committed from AMATS. The total funding for this project is already included in the approved Capital Plan.

Valleyview/Morris Water & Storm Improvements Project - This project consists of replacing the existing storm sewer and watermain on Valleyview Street from South Lincoln Street to Morris Road and replacing the existing watermain on Morris Road from Valleyview Street to East School Street.

The total cost of the project is estimated at \$832,000 and we are requesting \$340,000 in grant funds and \$50,000 in no interest loans from OPWC. The total funding for this project is already included in the approved Capital Plan.

c: Jon Giaquinto
Cori Finney
David Coffee
file



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: May 23, 2016
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BBS*
RE: TREX Agreement Amendment: Secret Cellar

In May of 2013, Council authorized a development agreement with Secret Cellar LLC, to authorize the transfer of a TREX liquor license into the City of Kent. The transferred liquor license was designated for the Secret Cellar, LLC, but the owner of the building, Mr. Ron Burbick (DBA Genghis Properties), maintained ownership of a portion of the liquor license to ensure the license would stay at the location being leased by Secret Cellar.

The Secret Cellar recently decided to sell its business and a new limited liability company was formed to represent the new business, known as the Franklin Hotel Bar that will occupy the space vacated by the Secret Cellar. The new ownership still includes Mr. Burbick as a partner, but also will include two new ownership partners under the limited liability company, which will go by the name Kent Underground LLC.

Kent Underground LLC, in partnership with Mr. Burbick, will assume the fixed leasehold improvement assets from the Secret Cellar, which will ensure that the investment that was considered for the initial TREX request, will remain in place. The new partners anticipate investing an additional \$35 per square foot to complete some minor renovations before opening the new business to the public.

Section 2(c) and Section 3(b) of the 2013 Development Agreement require written approval from Council when a TREX liquor license transfers to a new owner. I am respectfully requesting time at the June 1, 2016 Committee session to discuss this matter in greater detail with members of Council and to ask for authorization, with emergency, to amend the Development Agreement entered into with Secret Cellar, LLC, to reflect the new business name and the changed composition of the new limited liability company partners.

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

Thank you.

Cc: Jim Silver, Law Director
Linda Jordan, Clerk of Council
Tom Wilke, Economic Development Director

ORDINANCE NO. 2013- 48 _____

AN ORDINANCE AUTHORIZING THE TRANSFER OF A TREX LIQUOR LICENSE INTO THE CITY OF KENT BY THE SECRET CELLAR, LLC, AN OHIO LIMITED LIABILITY COMPANY, CONDITIONAL UPON THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENT, OHIO AND SECRET CELLAR, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Secret Cellar, LLC has proposed the redevelopment of a portion of 176 East Main Street, Kent, Ohio, property owned by Ghengis Properties, LLC into a wine bar/jazz club; and

WHEREAS, Secret Cellar, LLC has asked Kent City Council to allow the transfer of a liquor license from outside of Kent, into the City, by the TREX process, for use at 176 East Main Street, Kent, Ohio; and

WHEREAS, the City of Kent, Ohio requires the approval of City Council to allow the transfer of a liquor license from outside of the City limits, for use within the City limits; and

WHEREAS, the City of Kent Council requires that certain economic development criteria be met and that a Development Agreement be executed, before Kent City Council will authorize the transfer of a liquor license into the City by the TREX process; and

WHEREAS, Secret Cellar, LLC has indicated in it's application to the City for the TREX liquor license transfer approval that it will do the following:

- a) It will spend a minimum of \$175.00 per square foot for the redevelopment of the basement of 176 East Main Street, Kent, Ohio, consisting of approximately 3,046 square feet of space, which includes leasehold improvements and furnishings; and
- b) It will sell wine and beer (D-1, D-2 liquor licenses or DI-5 liquor license) as well as other non-alcoholic beverages; and
- c) That it will not transfer the liquor license or licenses within the City without prior approval from Kent City Council.

WHEREAS, the City of Kent may approve the transfer of a liquor license into the City if the redevelopment of properties that are currently blighted, deteriorated or underdevelopment/underused will occur; and

WHEREAS, the City of Kent, Ohio will only approve the transfer of a TREX liquor license into the City of Kent, Ohio if City Council retains the right to approve the future transfer of said liquor license to a new location within the City and/or to a new owner at the same or new location within the City. Secret Cellar, LLC may move the liquor license outside of the City limits without City Council's approval; and

WHEREAS, the Kent City Council also looks at the character of the principals of the applicant in making its decision to approve a TREX, as the City Council does not want applicants who will cause problems for the City in the future, negatively affecting economic development within the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Kent City Council hereby approves the Development Agreement with Secret Cellar, LLC, and the City Manager is hereby authorized to execute the Development Agreement on behalf of the City in substantial conformity with a copy of which is marked as Exhibit "A", attached hereto and incorporated herein.

SECTION 2. Conditional upon the execution of the Development Agreement attached hereto, the Kent City Council hereby approves the transfer of a D-1 and D-2 liquor license or a DI-5 liquor license into the City of Kent, Ohio via the TREX process, to be used by Secret Cellar, LLC at 176 East Main Street, Kent, Ohio.

SECTION 3. 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 actions, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City, and for the further reason that this Ordinance is required to be immediately effective in order to induce the redevelopment to proceed, thereby eliminating blighted conditions and preventing the recurrence of those conditions, for which reasons 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: 05/15/2013
Date

Mayor and President of Council

ATTEST:
Clerk of Council

I hereby certify that Ordinance No. 2013- 48 was duly enacted on this 15th day of May, 2013 by the Council of the City of Kent, Ohio.

Clerk of Council

EXHIBIT "A"
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013, by and between the City of Kent, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (hereinafter referred to as the "City"), and SECRET CELLAR, LLC, an Ohio limited liability company (hereinafter referred to as the "Redeveloper").

WITNESSETH:

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

WHEREAS, the Redeveloper intends to develop the property currently owned by Ghengis Properties, LLC located at 176 East Main Street, Kent, Ohio (the "Property") by constructing approximately 3,046 square

foot of retail/commercial space located in the basement, such improvements hereinafter referred to as the "Private Improvements" into a "wine/jazz club" bar; and

WHEREAS, the City believes that the redevelopment of the Property with the Private Improvements pursuant to this Agreement and the fulfillment generally of this Agreement are in the best interests of the City and its residents, and are necessary to, to provide for the productive development and reuse of property, to provide for the creation of jobs and employment opportunities, and to improve the economic and general welfare of the people of the City; and

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

WHEREAS, the Redeveloper needs to acquire a liquor license in order to sell wine and beer at said location – specifically, a D-1, D-2 or DI-5 license, using the TREX liquor license provisions of Ohio Revised Code § 4303.29.

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

WHEREAS, Redeveloper has agreed to provide improvements to 176 East Main street, Kent, Ohio in a minimum amount of \$175.00 per square foot to complete the build out of the space, provide fixtures, a liquor license, inventory and supplies for the wine bar; and

WHEREAS, pursuant to the provisions of Ohio Revised Code § 4303.29, the City of Kent will only agree to execute this agreement and approve the TREX liquor license, if it's approval is required before Redeveloper may transfer the liquor license referred to above to another location and/or to another owner, whether at the same location or another location; and

WHEREAS, the Kent City Council considered the following criteria prior to consenting to entering into this Agreement:

- a) The financial strength of the Redeveloper; and
- b) The amount of monies being invested into 176 East Main Street, Kent, Ohio; and
- c) The amount of square foot space being redeveloped by the Redeveloper; and
- d) The character of the principals of Secret Cellar, LLC; and
- e) That it is a D-1, D-2 or DI-5 license being requested.

WHEREAS, the Kent City Council granted a variance from its TREX liquor license transfer policy based upon items listed above; and

WHEREAS, both parties acknowledge that the additions of new venues open for the sale of alcoholic beverages within the City, may cause additional work for the staffs of the Kent City Police Department and Fire Department.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the City and the Redeveloper agree as follows:

Section 1. Redevelopment of the Property.

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

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

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

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

The Redeveloper shall give notice to the City within ten (10) days of the occurrence of the Commencement Date. If the Commencement Date has not occurred by the 180 day anniversary of the execution of this Agreement by both the City and the Redeveloper, this Agreement shall terminate, unless that date is further extended in writing by the City and the Redeveloper. Any such extension must be approved by City Council. If this Agreement terminates because the Commencement Date has not occurred within the permitted period, neither the City nor the Redeveloper shall be deemed to have defaulted hereunder and the sole remedy of the City and the Redeveloper is the termination or extension of this Agreement.

Section 2. Redevelopers Responsibilities.

In exchange for the approval of the transfer of the liquor license into the City by the City Council, described in Section 3 of this Agreement, the City shall permit the Redeveloper to use the property for a wine bar. The Redeveloper shall:

- a) Invest a minimum of \$175.00 per square foot into the redevelopment of 176 East Main Street, which monies may include leasehold improvements, the space to be redeveloped shall include the basement consisting of approximately 3,046 square feet.
- b) Continually follow and obey all local, state and federal laws in the redevelopment of the property and in the operation of the wine bar.
- c) Receive the written permission of the City of Kent Council to transfer said license to a new location and/or to a new owner at the same or different location.

Section 3. Responsibilities of the City.

- a) The City, in exchange for the Redeveloper performing the requirements listed in Section 2, above, shall conditionally approve the transfer of a liquor license into the City of Kent pursuant to Ohio Revised Code § 4303.29, in the name of the Redeveloper, for location at 176 East Main Street, Kent, Portage County, Ohio.
- b) The City, upon written request from the Redeveloper, shall review any proposal to relocate the said liquor license to a different location within the City of Kent, or to transfer said liquor license to a different owner at the same or different location within the City of Kent. The City shall approve the transfer and/or relocation of the license within the City, if the City Council, after reviewing the following criteria, to see if the new owner will provide some or all of the following:
 - i) The financial strength of the proposed new owner is adequate to complete the new redevelopment criteria; and
 - ii) The amount of monies, if any, being invested into the new location in Kent, Ohio meet or exceed those expended by this Redeveloper; and
 - iii) The amount of square foot space being redeveloped by the new owner; and
 - vi) The character of the person or people constituting the new owner shall be upstanding; and
 - v) That it is only a wine and beer (D-1, D-2 or DI-5) license being transferred.

Said consent shall not be unreasonably withheld.

Section 4. Assignment or Sale of Liquor License.

The liquor license in question may only be transferred by the Redeveloper with the consent of the City as outlined in Section 3.

Section 5. Remedies.

- (a) General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by the Redeveloper, or any successor, the City may, upon written notice to the Redeveloper proceed to revoke the approval of the transfer of the liquor license into the Kent City limits within thirty (30) days after receipt of such notice. In case such action is taken by the City and the default or breach is not diligently pursued by the Redeveloper to cure the default

or breach within a reasonable time, the City may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or to revoke the approval of the transfer of the liquor license into the City, mandating the closing of the wine bar and the relocation of the liquor license to a location outside of the City limits.

(b) Force Majeure. Neither the City nor the Redeveloper shall be considered in default in its obligations to be performed hereunder, other than for the payment of money, if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or State government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, or other events beyond the reasonable control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within 30 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 6. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

Section 7. Notice.

(a) A notice, demand, or other communication under this Agreement by either the City or the Redeveloper to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

SECRET CELLAR, LLC.
176 East Main Street
Kent, Ohio 44240
Dr. Ronald L. Burbick

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

City Manager
Municipal Building
325 S. Depeyster Street
Kent, Ohio 44240

with a copy to the Law Director, at the same address.

or at such other address with respect to either the City or the Redeveloper may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8 Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9 Jurisdiction.

The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in a court of record in Portage County, Ohio or in the courts of the United States of America located in such state or commonwealth.

Section 10. Captions.

The captions to the section of this Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Agreement.

Section 11. Severability.

The parties hereto intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Agreement is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the City and Redeveloper under the remainder of this Agreement shall continue in full force and effect.

Section 12. No Oral Modification.

This Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the City and Redeveloper.

Section 13. Costs of Enforcement.

Redeveloper agrees to pay the costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses incurred by City in the exercise of any right or remedy available to the City under this Agreement.

IN WITNESS WHEREOF, the City of Kent, Ohio and Secret Cellar, LLC have each caused this Agreement to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

By _____

Dave Ruller, City Manager

SECRET CELLAR, LLC

By _____

Dr. Ronald L. Burbick

STATE OF OHIO)
)SS:
COUNTY OF PORTAGE)

Before me a Notary Public in and for said County and State, personally appeared DAVID RULLER, the City Manager for the City of Kent, Ohio, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Kent, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed, respectively, as such officer and individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2013.

NOTARY PUBLIC

STATE OF OHIO)
)SS:
COUNTY OF _____)

Before me a Notary Public in and for said County and State, personally appeared _____, DR. RONALD L. BURBICK of Secret Cellar, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of such company as the free act and deed of himself and of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2013.

NOTARY PUBLIC

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: May 23, 2016
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Proposed Local Housing Anti-Discrimination Ordinance for Sexual Preference

In September 2010, representatives from the U.S. Department of Housing and Urban Development (HUD) Columbus Field Office Fair Housing Center conducted an on-site monitoring of the City's fair housing compliance activities. Overall, the City was in compliance with fair housing regulatory requirements, but the HUD reviewers did recommend amending Chapter 557 "Fair Housing Practice" of the Kent Codified Ordinances to include only protected classes actually included in current federal and state fair housing laws. The amendment was authorized in February 2011 and ensures equal housing opportunities for everyone, regardless of a person's race, color, sex, religion, familial status, disability, national origin, ancestry or military status.

To date, sexual orientation and gender identity have not been formally designated as protected classes under federal or state fair housing laws, but anyone who experiences housing discrimination based on either of those factors, may still seek assistance under provisions of the Fair Housing Act. In addition, HUD issued a *Federal Register* "final rule" in February 2012 that requires any person or entity implementing HUD-funded programs, to maintain such programs in a manner that is open to all eligible individuals, regardless of actual or perceived sexual orientation or gender identity.

The Community Development Department staff ensures that it complies with all fair housing laws as well as the 2012 "final rule" issued by HUD. If the federal government and/or the State of Ohio amend their respective fair housing laws to add gender identity and sexual orientation as protected classes, staff will bring the matter back before Kent City Council to amend Chapter 557 to include those same protected class designations in the City's ordinance.

I am respectfully requesting time at the June 1, 2016 Committee session to discuss this matter in greater detail with members of Council and to answer any questions they may have regarding this topic.

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

Thank you.

Cc: Jim Silver, Law Director
Linda Jordan, Clerk of Council
Dan Morganti, Grants & Neighborhood Programs Coordinator

**City of Kent
Income Tax Division**

April 30, 2016

Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)

Monthly Receipts

Total receipts for the month of April, 2016	\$1,413,680
Total receipts for the month of April, 2015	\$1,432,498
Total receipts for the month of April, 2014	\$1,393,884

Year-to-date Receipts and Percent of Total Annual Receipts Collected

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through April 30, 2016	\$4,850,258	34.32%
Total receipts January 1 through April 30, 2015	\$4,683,953	32.10%
Total receipts January 1 through April 30, 2014	\$4,349,270	33.20%

Year-to-date Receipts Through April 30, 2016 - Budget vs. Actual

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2016	\$ 14,133,510	\$ 14,133,510	\$ 4,850,258	34.32%	65.68%

Comparisons of Total Annual Receipts for Previous Eight Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%
2014	\$ 13,099,836	5.66%
2015	\$ 14,592,491	11.39%

Submitted by



Director of Budget and Finance

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended April 30, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 935,222	\$ 1,133,206	\$ 1,154,690	\$ 21,484	1.90%
February	992,427	1,025,924	1,099,532	73,608	7.17%
March	1,027,737	1,092,324	1,182,357	90,032	8.24%
April	1,393,884	1,432,498	1,413,680	(18,818)	-1.31%
May	1,029,906	1,188,681			
June	1,170,257	1,172,480			
July	1,073,397	1,844,744			
August	997,630	1,126,103			
September	983,247	934,913			
October	1,138,675	1,148,218			
November	1,152,778	1,262,728			
December	1,204,676	1,230,671			
Totals	\$ 13,099,836	\$ 14,592,491	\$ 4,850,258		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 935,222	\$ 1,133,206	\$ 1,154,690	\$ 21,484	1.90%
February	1,927,649	2,159,130	2,254,221	95,091	4.40%
March	2,955,386	3,251,454	3,436,578	185,124	5.69%
April	4,349,270	4,683,953	4,850,258	166,305	3.55%
May	5,379,176	5,872,634			
June	6,549,433	7,045,114			
July	7,622,830	8,889,858			
August	8,620,460	10,015,961			
September	9,603,707	10,950,874			
October	10,742,382	12,099,092			
November	11,895,160	13,361,820			
December	13,099,836	14,592,491			
Totals	\$ 13,099,836	\$ 14,592,491			

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended April 30, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 397,519	\$ 414,915	\$ 421,390	\$ 6,475	1.56%
February	361,700	380,146	385,108	4,962	1.31%
March	404,469	419,335	442,123	22,788	5.43%
April	412,661	421,050	422,702	1,652	0.39%
May	396,992	410,426			
June	425,614	445,804			
July	374,686	389,954			
August	389,902	400,211			
September	332,001	336,026			
October	407,748	407,766			
November	456,507	466,654			
December	418,293	424,587			
Totals	\$ 4,778,094	\$ 4,916,874	\$ 1,671,324		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 397,519	\$ 414,915	\$ 421,390	\$ 6,475	1.56%
February	759,219	795,061	806,499	11,437	1.44%
March	1,163,689	1,214,397	1,248,622	34,225	2.82%
April	1,576,350	1,635,447	1,671,324	35,877	2.19%
May	1,973,342	2,045,873			
June	2,398,956	2,491,676			
July	2,773,643	2,881,630			
August	3,163,545	3,281,842			
September	3,495,546	3,617,868			
October	3,903,294	4,025,633			
November	4,359,801	4,492,287			
December	4,778,094	4,916,874			
Totals	\$ 4,778,094	\$ 4,916,874			

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)

Comparisons of Total Annual Receipts for Previous Eight Years

Year	Total Receipts	Percent Change
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%
2014	\$ 4,778,094	3.80%
2015	\$ 4,916,874	2.90%

2016 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
Police Facility Dedicated Income Tax Receipts - 1/9 of Total (0.25%)
as of Month Ended April 30, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 116,890	\$ 141,635	\$ 144,319	\$ 2,684	1.90%
February	124,039	128,226	137,426	9,200	7.17%
March	128,453	136,525	147,779	11,254	8.24%
April	174,216	179,042	176,690	(2,352)	-1.31%
May	128,723	148,568			
June	146,266	146,544			
July	134,159	230,567			
August	124,690	140,747			
September	122,892	116,851			
October	142,318	143,511			
November	144,081	157,823			
December	150,569	153,817			
Totals	\$ 1,637,295	\$ 1,823,856	\$ 606,214		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 116,890	\$ 141,635	\$ 144,319	\$ 2,684	1.90%
February	\$ 240,929	\$ 269,861	281,745	11,884	4.40%
March	\$ 369,382	\$ 406,386	429,524	23,138	5.69%
April	\$ 543,598	\$ 585,428	606,214	20,786	3.55%
May	\$ 672,321	\$ 733,997			
June	\$ 818,586	\$ 880,540			
July	\$ 952,745	\$ 1,111,107			
August	\$ 1,077,435	\$ 1,251,854			
September	\$ 1,200,327	\$ 1,368,705			
October	\$ 1,342,645	\$ 1,512,216			
November	\$ 1,486,726	\$ 1,670,040			
December	\$ 1,637,295	\$ 1,823,856			
Totals	\$ 1,637,295	\$ 1,823,856			

2016 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended April 30, 2016

Monthly Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 1,052,112	\$ 1,274,841	\$ 1,299,009	\$ 24,168	1.90%
February	1,116,466	1,154,150	1,236,958	82,807	7.17%
March	1,156,190	1,228,849	1,330,135	101,285	8.24%
April	1,568,100	1,611,541	1,590,370	(21,170)	-1.31%
May	1,158,629	1,337,250			
June	1,316,523	1,319,024			
July	1,207,556	2,075,311			
August	1,122,320	1,266,850			
September	1,106,139	1,051,764			
October	1,280,993	1,291,729			
November	1,296,859	1,420,551			
December	1,355,243	1,384,487			
Totals	\$ 14,737,131	\$ 16,416,347	\$ 5,456,472		

Year-to-Date Receipts				Comparisons	
Month	2014	2015	2016	Amount	Percent Change
January	\$ 1,052,112	\$ 1,274,841	\$ 1,299,009	\$ 24,168	1.90%
February	2,168,578	2,428,991	2,535,967	106,976	4.40%
March	3,324,768	3,657,840	3,866,102	208,261	5.69%
April	4,892,868	5,269,381	5,456,472	187,091	3.55%
May	6,051,497	6,606,631			
June	7,368,020	7,925,654			
July	8,575,576	10,000,966			
August	9,697,896	11,267,815			
September	10,804,035	12,319,580			
October	12,085,028	13,611,309			
November	13,381,888	15,031,860			
December	14,737,131	16,416,347			
Totals	\$ 14,737,131	\$ 16,416,347			

**KENT POLICE DEPARTMENT
APRIL 2016**

	APRIL 2015	APRIL 2016	TOTAL 2015	TOTAL 2016
CALLS FOR SERVICE	2047	2537	7552	9968
FIRE CALLS	357	353	1301	1299
ARRESTS, TOTAL	194	222	730	780
JUVENILE ARRESTS	17	10	52	46
O.V.I. ARRESTS	16	24	66	75
TRAFFIC CITATIONS	344	321	1192	1294
PARKING TICKETS	379	654	1692	3016
ACCIDENT REPORTS	67	65	373	393
Property Damage	41	37	244	297
Injury	9	11	35	40
Private Property	14	13	72	38
Hit-Skip	3	1	21	10
OVI Related	0	3	4	7
Pedestrians	0	0	3	4
Fatals	0	0	0	0
U.C.R. STATISTICS				
Homicide	0	0	0	1
Rape	0	0	1	0
Robbery	1	1	4	2
Assault Total	27	20	89	64
Serious		6	2	12
Simple		21	18	77
Burglary	10	6	34	22
Larceny	22	24	91	82
Auto Theft	1	1	3	5
Arson	0	0	1	1
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	61	52	223	177
CRIME CLEARANCES				
Homicide	0	1	0	2
Rape	0	0	0	0
Robbery	0	0	2	1
Assault Total	21	19	70	55
Serious		6	1	11
Simple		15	18	59
Burglary	2	2	11	6
Larceny	3	9	9	25
Auto Theft	0	1	1	2
Arson	0	1	0	1
Human Trafficking: Servitude	0	0	0	0
Human Trafficking: Sex Acts	0	0	0	0
TOTAL	26	33	93	92