



# KENT FIRE DEPARTMENT FEBRUARY 2010 MONTHLY INCIDENT REPORT

	CURRENT PERIOD			YEAR TO DATE		
	2010	2009	2008	2010	2009	2008
<b>FIRE RESPONSE INFORMATION</b>						
Summary of Fire Incident Alarms						
City Of Kent	32	42	34	75	87	94
Kent State University	20	23	23	29	38	41
Franklin Township	9	9	10	23	21	23
Sugar Bush Knolls	0	0	0	0	0	0
RESPONSES	61	74	67	127	146	158
Mutual Aid Received by Location						
City Of Kent	0	1	2	0	1	2
Kent State University	0	0	1	0	0	1
Franklin Township	1	0	2	1	0	2
Sugar Bush Knolls	0	0	0	0	0	0
TOTAL	1	1	5	1	1	8
Mutual Aid Given	2	1	3	5	2	6
<b>TOTAL FIRE INCIDENTS</b>	<b>63</b>	<b>75</b>	<b>70</b>	<b>132</b>	<b>148</b>	<b>164</b>
<b>EMERGENCY MEDICAL RESPONSE INFORMATION</b>						
Summary of Medical Responses						
City Of Kent	194	171	175	395	380	363
Franklin Township	16	40	36	42	72	67
Kent State University	38	35	30	62	57	58
Sugar Bush Knolls	0	0	0	4	0	0
Mutual Aid Given	0	3	5	1	4	10
TOTAL RESPONSES	248	249	246	504	513	498
Mutual Aid Received by Location						
City Of Kent	2	5	0	3	8	3
Franklin Township	0	1	0	0	2	0
Kent State University	0	1	2	0	1	3
Sugar Bush Knolls	0	0	0	0	0	0
TOTAL	2	7	2	3	11	6
<b>Total Fire and Emergency Medical Incidents</b>	<b>311</b>	<b>324</b>	<b>316</b>	<b>636</b>	<b>661</b>	<b>662</b>



# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT Building Services Division

To: Dave Ruller  
City Manager

From: Gary Locke  
Community Development Director *[Signature]*

Date: March 31, 2010

RE: Monthly Permit and Zoning Complaint Report – March 2010

Attached are the monthly reports per council's request. If you have questions or require further information, please let us know.

ous YTD  
36  
22  
20  
18  
8  
4  
40  
148

ous YTD  
0.00  
3,656.25  
4,977.02  
954.50  
755.00  
868.00  
1,210.77

38.74  
110.46  
762.50  
762.50  
762.50  
1,050.00  
150.00  
400.00  
n/a  
450.00  
740.00  
133.90  
125.00  
3,550.00  
n/a  
500.00  
240.00  
2,305.00  
225.00  
2,750.00  
n/a  
300.00  
0.00  
3,640.00  
n/a  
n/a  
0.00  
1,163.50  
0.00  
0.00  
115.00  
3,274.10  
1,484.87

# Permit Payments Listing by Jurisdiction

From: 3/1/10 To: 3/29/10

Value Fee BBS Total

## Existing Commercial

### Kent

EC-2010-01-3	ADDITION - INTERIOR	3/22/2010				
CONSTRUCT INTERIOR OF ADDITION PER REVIEW #11 1337 S WATER ST			\$ .00	\$738.60	\$ .00	\$745.76
EC-2010-01-6	FIRE SUPPRESSION SYSTEM	3/23/2010				
INSTALL FIRE SUPPRESSION SYSTEM PER REVIEW 1337 S WATER ST			\$2,650.00	\$142.50	\$ .00	\$143.40
EC-2010-03-2	DEMO POLE BUILDING	3/11/2010				
DEMO POLE BUILDING 634 MAJORS LN			\$ .00	\$ .00	\$ .00	\$ .00
<u>Total for Kent</u>			\$2,650.00	\$881.10		\$889.16
<u>Total for Existing Commercial Permits</u>			\$2,650.00	\$881.10		\$889.16

## Electric, Commercial

### Kent

ELC-2010-03-1	ELECT, ADDITION	3/4/2010				
INSTALL ELECTRIC FOR ADDITION 1337 S WATER ST			\$ .00	\$75.00	\$ .00	\$77.25
ELC-2010-03-2	ELECT, SERVICE METER RESET	3/24/2010				
SERVICE METER RESET 1652 MULBERRY CT			\$ .00	\$25.00	\$ .00	\$25.75
<u>Total for Kent</u>			\$ .00	\$100.00		\$103.00
<u>Total for Electric, Commercial Permits</u>			\$ .00	\$100.00		\$103.00

## Electric, Residential

### Kent

ELR-2010-03-1	ELECT, ADDITION	3/12/2010				
INSTALL ELECTRIC FOR ADDITION 1274 CAROL DR			\$ .00	\$26.50	\$ .00	\$26.77
ELR-2010-03-2	ELECT, PANEL CHANGE W/NEW	3/16/2010				
INSTALL NEW PANEL AND FURNACE & A.C. CIRUITS 1001 VINE ST			\$ .00	\$25.00	\$ .00	\$25.25
ELR-2010-03-3	ELECT, SERVICE CHANGE FOR	3/18/2010				
UPGRADE SERVICE 1508 VINE ST 238 RELLIM			\$ .00	\$50.00	\$ .00	\$50.50
ELR-2010-03-4	ELECT, SERVICE	3/19/2010				
REPLACE 200 AMP MAIN BREAKER SWITCH 947 MIDDLEBURY RD			\$ .00	\$25.00	\$ .00	\$25.25

# Permit Payments Listing by Jurisdiction

From: 3/1/10 To: 3/29/10

Value Fee BBS Total

## Existing Residential

### Kent

1129 MIDDLEBURY RD

Total for Kent \$31,500.00 \$309.10 \$311.44

Total for Existing Residential Permits \$31,500.00 \$309.10 \$311.44

## Heating, Commercial

### Kent

HVACC-2010-03-1 HVAC, REPLACE ROOFTOP UNIT 3/1/2010  
REPLACE ROOFTOP UNIT \$0.00 \$25.00 \$0.00 \$25.75  
152 CHERRY ST

HVACC-2010-03-2 HVAC, REFRIGERATION UNIT 3/29/2010  
INSTALL REFRIGERATION UNIT \$0.00 \$15.00 \$0.00 \$15.45  
623 E MAIN ST

Total for Kent \$0.00 \$40.00 \$41.20

Total for Heating, Commercial Permits \$0.00 \$40.00 \$41.20

## Heating, Residential

### Kent

HVACR-2010-03-1 HVAC, FURNACE & A.C. 3/5/2010  
REPLACE FURNACE & A.C. \$0.00 \$60.00 \$0.00 \$60.60  
1310 DENISE DR

HVACR-2010-03-2 HVAC, FURNACE & A.C. 3/5/2010  
REPLACE FURNACE & A.C. \$0.00 \$60.00 \$0.00 \$60.60  
1062 ELNO AVE

HVACR-2010-03-3 HVAC, FURNACE & A.C. 3/10/2010  
REPLACE FURNACE & A.C. \$0.00 \$60.00 \$0.00 \$60.60  
1410 LOOP RD

HVACR-2010-03-4 HVAC, REPLACEMENT 3/16/2010  
REPLACE FURNACE & A.C. \$0.00 \$30.00 \$0.00 \$30.30  
1001 VINE ST

HVACR-2010-03-5 HVAC, FURNACE REPLACEMENT 3/17/2010  
REPLACE FURNACE \$0.00 \$30.00 \$0.00 \$30.30  
600 WOODSIDE DR

HVACR-2010-03-6 HVAC, FURNACE REPLACEMENT 3/17/2010  
REPLACE FURNACE \$0.00 \$30.00 \$0.00 \$30.30  
239 CHERRY ST

HVACR-2010-03-7 HVAC, FURNACE REPLACEMENT 3/25/2010  
REPLACE FURNACE \$0.00 \$30.00 \$0.00 \$30.30  
377 SUZANNE DR

# Permit Payments Listing by Jurisdiction

From: 3/1/10 To: 3/29/10

		Value	Fee	BBS	Total
	<u>Total for Kent</u>	\$0.00	\$300.00		\$303.00
	<u>Total for Heating, Residential Permits</u>	\$0.00	\$300.00		\$303.00

## Plumbing, Commercial

### Kent

PC-2010-03-1	PLUMB, ADDITION	3/5/2010			
	PLUMB ADDITION		\$0.00	\$78.00	\$0.00
	1337 S WATER ST				\$80.34
	<u>Total for Kent</u>		\$0.00	\$78.00	\$80.34
	<u>Total for Plumbing, Commercial Permits</u>		\$0.00	\$78.00	\$80.34

## Planning Commission

### Kent

PL-2010-03-1	125 N LINCOLN ST PARKING ADDITION	3/3/2010			
			\$0.00	\$100.00	\$0.00
	125 N LINCOLN ST				\$100.00
	<u>Total for Kent</u>		\$0.00	\$100.00	\$100.00
	<u>Total for Planning Commission Permits</u>		\$0.00	\$100.00	\$100.00

## Plumbing, Residential

### Kent

PR-2010-03-1	PLUMB, FIRE REPAIRS	3/8/2010			
	PLUMB FIRE REPAIRS		\$0.00	\$20.00	\$0.00
	1275 CAROL ST				\$20.20
PR-2010-03-2	PLUMB, HOT WATER TANK	3/10/2010			
	REPLACE HOT WATER TANK		\$0.00	\$39.00	\$0.00
	805 VINE ST				\$39.39
PR-2010-03-3	PLUMB, HOT WATER TANK	3/22/2010			
	REPLACE HOT WATER TANK		\$0.00	\$39.00	\$0.00
	377 SUZANNE DR				\$39.39
	<u>Total for Kent</u>		\$0.00	\$98.00	\$98.98
	<u>Total for Plumbing, Residential Permits</u>		\$0.00	\$98.00	\$98.98

## SUBDIVISON

### Kent

SD-2010-03-1	LOT CONSOLIDATION	3/24/2010			
	LOT CONSOLIDATION		\$0.00	\$25.00	\$0.00
	1143 MIDDLEBURY RD				\$25.00
	<u>Total for Kent</u>		\$0.00	\$25.00	\$25.00
	<u>Total for SUBDIVISON Permits</u>		\$0.00	\$25.00	\$25.00

# Monthly Report

3/1/10 to 3/29/10

<i>Date</i>	<i>Street</i>	<i>Complaint Type</i>	<i>Owner or Company</i>	<i>Ward</i>	<i>Comments/Outcome</i>
3/5/2010	519 Fairchild	Snow Violations	LEWIS	1	Received complaint from an anonymous user of the Gov QA website. Stopped at the house and spoke with male occupant. Problem was explained and the occupant said he understood and will remove the snow pile. He also said he will contact his snow plow operator and have him not pile the snow on the sidewalk.
3/5/2010	202 Main, East	Snow Violations	Firestone	5	Received complaint from an anonymous user of the Gov QA website. Spoke with Firestone manager, John Dea. Complaint was explained. There is a pile of snow but it there has been a path shoveled out for pedestrian traffic. Mr. Dea further stated that over the weekend, he and his staff will work on further reduction of the obstacle.
3/5/2010	202 Summit, East	Snow Violations		5	Received complaint from an anonymous user of the Gov QA website. Upon inspection of the complaint, there is a minimal (less than 6") pile of snow which is not a barrier. Complaint is unfounded.
3/8/2010	0 High	Snow Violations		5	Received complaint via the Gov QA website. The city plows have created a barrier to pedestrian traffic at the east end of High Street. With the assistance of Gerald Shanley, we cleared a path through the snow pile for pedestrian travel. Problem resolved.
3/8/2010	0 Silver Meadows	Zoning Code Violation		1	One sign which was in the public right of way was removed.
3/8/2010	117 Summit, East	Snow Violations		5	Received complaint from an anonymous user of the Gov QA website. There are two small piles of snow which do not impede pedestrian travel. Complaint is unfounded.



# CITY OF KENT, OHIO

## DEPARTMENT OF SAFETY

To: Mr. Ruller  
Mr. Bowling  
Mr. Giaquinto  
Mr. Locke  
Chief Peach  
Mr. Roberts  
Chief Williams

From: William Lillich

Subject: Traffic Engineering & Safety Agenda for a Meeting  
TE&S 2010-02

Meeting Date: March 19, 2010

Report date: March 31, 2010

1. The committee discussed the issue of pager availability for command staff personnel in case of urgent or emergency call-in needs. The consensus of the group was that the basic need should be dictated by the call out strategy identified in the city's basic emergency response plan, as follows;

**Pre-delegated authorities for emergency operations duties; successors to these personnel are as follows:**

Emergency Command Responsibility	Responsible Official	Designated Successor
Direction and Control- Administration	City Manager	
Direction and Control- E M Coordinator	Safety Director	Fire Chief
Law Enforcement and Communications	Police Chief	Operations Captain
Legal Counsel & Emergency Public Information	Law Director	Asst. Law Director
Fire, Rescue & EMS	Fire Chief	Fire Captain
Public Health & Medical	Health Commissioner	Deputy Health Comm.
Public Works, Transportation, Resources	Service Director	Supt. of Engineering
Damage Assessment; Recovery Assistance	Supt of Engineering	Building Inspector
Resources, Logistics and Financial Admin	Finance Director	Comptroller

The appropriate strategy in this case is that the primary responsible official would be immediately available during any group page situation, with the designated successor available and responsible if the primary is unavailable.

2. The committee discussed a recent inquiry regarding the need for additional street lights in the Olympus/Athena area. Notes were presented from when the committee recommended the installation of an additional light in 2000, which brought the neighborhood up to the existing city standard. **See attached**

3. The committee briefly discussed a downtown parking issue that was recently referred to parking advisory, requesting additional variation in the permissible parking standards for the downtown. The committee felt a concern for making patchwork changes to the current parking without completing the development of an overall strategy looking forward. A patchwork strategy would only complicate needed corrections when additional development occurs, and there currently is inexpensive long term parking available throughout the downtown.
4. Fairchild Bridge project short term construction schedule.
  - Phase 1a Will reduce SR43 northbound to one lane beginning the week of March 29.
  - Phase 1b Will begin approx April 16 with the northbound traffic shifted while the Rockwell St traffic triangle is rebuilt. This may have some impact on the Fire Dept ability to respond from Station 2 during construction hours, as Rockwell will be closed between Gougler & Mantua, and southbound traffic south of Crain Ave will be reduced to a single lane.
  - Beginning May 5, Phase 2a will start and Fairchild, Cuyahoga and Stinaff will be closed at Mantua St. This will further impact the ability of the FD to respond during peak traffic periods.
  - Currently planning is under way to alter the traffic signal and pre-emption system timing, as well as consideration of an alternate daytime deployment location.
5. The committee discussed the possible re-alignment of traffic lanes at S. Water & Summit when the traffic signalization project is undertaken in 2011, but currently there is minimal chance of this being included in the project.
6. Jon Giaquinto reported after the meeting that he did some peak period driving time comparisons with driving through downtown. The results follow:

Yesterday I timed a couple of routes, one around downtown and one thru downtown to get from the east side of town to the north side of town. Both routes started at E. Main/Midway and ended at N. Mantua/Crain. Here are the results:

Route 1: E.Main to Haymaker to River to Gougler to N. Mantua (approx. 8,600 feet)

Between 9-10 a.m. - 4 min. 32 sec.

Between 5:30-6 p.m. - 5 min. 9 sec.

Route 2: E. Main to N. Water to Crain to N. Mantua (approx. 6,350 feet)

Between 9-10 a.m. - 4 min. 53 sec.

Between 5:30-6 p.m. - 7 min 4 sec.

The downtown route took 2 min more in the p.m. peak even though it is 2,300 feet shorter. The available capacity and coordination of the signals on SR 59 help to provide a shorter WB to NB commute.



## Attachment for item #2

To: Mr Steinbrecher  
From: William Lillich  
Subject: Traffic Engineering and Safety  
**January 12, 2000 TE2000-01**

6. Request for street lights in the Loop/Olympus/Athena neighborhood.  
(Mr. Wilson)

The committee reviewed the locations of street lights in the area, concluding that there is one stretch of Athena Dr. which is unlit for approximately 600'. Although the general policy is to provide one mid-block light, there is sometimes a variance to this policy if the block is long, and there is low ambient light. Mr. Missimi has requested a cost estimate for the installation of such a light.

Mr. Brubaker subsequently pointed out that the lighting scheme in this neighborhood was the result of upgrading the area at the time of dedication of the streets, since the residents paid a full voluntary assessment for the upgrade prior to the city's acceptance. He felt that the installation of the lights was kept to a minimum due to the citizen cost, but should be considered further if additions are requested. He will research the issue and have information available when the issue is addressed by the City Council.

To: Mr. Steinbrecher  
From: William Lillich  
Subject: Traffic Engineering and Safety Division Meeting Agenda for February 29, 2000,  
TE2000-02  
Date: **March 1, 2000** revised March 3, 2000 at item #5.

2. **Request for streetlights in the Loop/Olympus/Athena neighborhood.** The current locations of streetlights in the area were reviewed. It was pointed out that the installation of the lights is considerably less than the current subdivision regulations prescribe, but the lighting scheme in this neighborhood that was the result of upgrading the area at the time of dedication of the streets. Installation of lights was kept at an economical level in deference to the costs to the property owners at the time of dedication.

Current policy for existing neighborhoods prescribes lights at intersections, mid-block, cul-de-sac, and additional lights in long blocks where safety considerations may dictate. In the current area, one light is recommended at a point approximately 650' west of the curve on Athena Dr. The cost estimate received from Ohio Edison for this installation is \$2,237.33. This is recommended for City Council approval. If the neighborhood requests additional lights, this committee recommends that the cost be assessed to the requesting property owners.

### Referrals for action:

1. Referral to the Law Department for draft language for an amendment to the zoning code on sub-division traffic sign installation.
2. City Council review of the recommended streetlight installation on Athena Dr

# Proposed Downtown Kent Development Project

Kent State University  
The City of Kent  
Fairmount Properties  
Pizzuti Companies  
PARTA  
Kent City School District

*The following document serves to summarize our collective understanding and intent as it relates to the planned development of a Hotel and Conference Center (the "Hotel Complex"), a retail/office/residential complex and a multi modal facility in downtown Kent (the "Development"). It is not a legally binding agreement to any of the parties but serves to facilitate clear communication, provide direction, coordinate efforts and support timely progress.*

## **Declaration of Collective Intent**

### **I. The Development:**

- A. The Objective:** The subject Development is intended to serve the citizens of Kent ("City") and the students, faculty and staff of Kent State University ("KSU") by providing the following benefits: the creation and retention of jobs; the promotion of significant short- and long-term economic development impact; an expansion of the City tax base; and further support of the strategic and academic mission of KSU. The development objectives are intended to complement and support the existing redevelopment efforts currently underway and includes the following items:
- To finance, build and open a nationally affiliated, upscale, full-service hotel and retail/office/residential complex within three years of this agreement.
  - To finance and build new office/retail/residential space with a minimum of 75,000 square feet of office/commercial space, a minimum of 56,000 square feet of retail space and a minimum of 28,000 square feet of residential space, collectively or in one or more phases. The minimum space requirement is based on the

potential volume of proximate parking available in the proposed redevelopment plan.

- To finance and build a Multi Modal facility with public parking to support of the development project.
- To eliminate the blighted conditions of the project area and prevent the recurrence of blight. This development objective is consistent with the City's urban renewal plan for the area.

**B. The Location:** The site of the proposed Development is located on several parcels of land totaling approximately 6.3 acres along E. Erie Street between Haymaker Parkway and South Water Street in downtown Kent. This is considered the ideal location for the subject Hotel Complex and it was previously identified as such in the Kent community redevelopment plan.

**C. Architectural Design Elements:** The subject Development will be designed and constructed with materials and building elements that provide a high quality brand image that is consistent and complementary with the Design Guidelines adopted by Kent City Council that have been developed for the downtown district to ensure uniformity and architectural cohesion for new development and revitalization projects. The final site and facility layout will also be developed consistent with the standards and requirements of the preferred hotel brand affiliations.

**D. Site Plan:** Within 15 days of this agreement all parties shall have agreed upon a site layout indicating the general size of the development, locations of all significant structures and their uses, open spaces and connectivity elements. The agreed upon site plan will be the basis upon which the land will be divided by the City and KSU for completion of the Development.

**E. Development Agreements:** The subject Development is a conglomeration of stand-alone projects that have individual purposes, but support the whole development. The City, PARTA, KSU and Developers recognize this and are working toward individual Development Agreements for their respective portions of the entire Downtown Kent Development. Terms for the Land Development Agreements, including a list of materials, are required to be finalized within three months of this agreement.

## II. *The Proposed Hotel Complex Scope and Content*

**A. *The Hotel Complex Ownership & Development Partner:*** A single-purpose entity led by the Pizzuti Companies, with KSU as a preferred investor contributing an equity share up to \$3 million, subject to final negotiation and approval by the KSU Board of Trustees. The Pizzuti Companies has been identified as the development partner and participant. The City, Pizzuti Companies and University are collectively responsible for the identification of a project timeline and development plan for the Hotel Complex.

**B. *The Proposed Hotel Complex Scope & Concept:*** The subject Hotel Complex is planned to include the following approximate facilities and amenities:

- ***Guest Rooms:*** A minimum of 100 to 115 total rooms including a varying mix of suite sizes and configurations.
- ***Conference, Meeting, Banquet & Function Space:*** 8,000 net square feet of dedicated banquet and meeting space of the following configuration:
  - Proximate and integrated to the hotel portion of the Hotel Complex as possible;
  - One large, divisible banquet room capable of seating between 250 and 300 guests for a meal and contain sufficient space to accommodate a buffet and/or dance floor;
  - An appropriate number of divisible, high-tech styled meeting and/or boardrooms.
- ***Restaurant and Bar:*** A minimum 50 seat bar and restaurant capable of serving breakfast, lunch and dinner, with room service to the hotel, that is owned as a part of the mixed-use development but is contiguous to and has connectivity with the Hotel.
- ***Visitor Center:*** An approximately sized Kent State Visitor Center that will include a separate pedestrian entrance with additional exterior seating and appropriate streetscape amenities.
- ***KSU Offices:*** A nominal presence may be negotiated for strategic KSU purposes.

- **Exterior Courtyard:** A spacious outside courtyard located contiguous and easily accessible to the primary function space of the Conference Center. This space will be used as pre-function space; a wedding venue; and as a spacious gathering place for special University events and other functions.
- **Other Standard Amenities & Guest Services:** The subject Hotel Complex is planned to include all other standard guest amenities and services consistent with an upscale brand. This includes a business center, fitness facility and indoor pool and whirlpool.
- **Parking:** Access to sufficient parking will be provided by the City and KSU through a combination of surface, street and structured parking in the planned multi modal parking garage located at the northeast corner of the Erie St. – Depeyster St. intersection.

**C. The Brand Affiliation:** The primary brand affiliations are initially limited to the leading franchises that afford a strong frequent traveler program and the recognized expertise in the group meeting and conference market. Final decision on the brand will be based on the strongest economic pro-forma and best product available as agreed upon by the Pizzuti Group, Kent State University and the City.

**D. The Management:** Initially, a third-party management company with a demonstrated expertise will be selected by the Pizzuti Group and Kent State University to operate the Hotel Complex facilities. This firm will preferably have experience in or otherwise demonstrate the ability to effectively interface with a University as both a customer and stakeholder. The Management Company may have an equity level in the hotel project subject to final negotiation. Long term, the integration of management at the subject Hotel Complex with other KSU venues and the existing Hospitality Program within the College of Education, Health and Human Services will remain an option.

**E. University Hospitality Program Integration:** Hotels associated with Universities that offer a hospitality management program often incorporate classroom, work-study and internship opportunities into the operation of these facilities. Some of the Hotel Complex staff may include students and course work for degree credit. It is the intent to design and operate the subject Hotel Complex consistent with this objective.

**F. Land Acquisition:** The City, KSU and the KSU Foundation will coordinate land acquisition and land transfer into University ownership for the purposes of establishing a long term lease (75 year minimum) for the

development of the Hotel Complex. The University reserves the right to consider a buy out option for land ownership from the Developer during the term of the lease.

**III. The Proposal Retail/Office/Residential Space Scope and Concept:**

**A.** The retail/office/Residential space component will provide new retail, office and residential space in downtown Kent to service the needs of the citizens of Kent and surrounding areas, the students, faculty and staff of Kent State University, and guests of the Hotel Complex.

**B.** The Ownership and Development partner: Ownership entity to be comprised of a designee of Fairmount Properties (Developer), and the City. The City and the Developer are collectively responsible for the identification of a project timeline and development plan. The retail/office/residential complex may include phases as agreed to by the respective parties that could open sooner than the anticipated Fall 2012 total project opening date.

**C.** The City will acquire and assemble the land for the proposed retail/office/residential space development and offer a long term lease (75 year minimum) to the Developer by dates certain to ensure timely delivery to Developer's tenants. The City reserves the right to consider a buy out option for land ownership from the Developer during the term of the lease. The City agrees to evaluate selling portions of the leased land to the Developer at the Developer's request in order to support the sale of the residential units proposed in the project.

**D.** The Developer will finance and build a minimum of 75,000 square feet of commercial space, 56,000 square feet of retail space and 28,000 square feet of residential space. The Developer will also provide parking for any uses greater than the minimum required office, retail and residential spaces described above in ratios consistent with similar projects as agreed to by the City.

**E.** The City will provide access to sufficient shared use parking through a combination of surface, street and structured parking in the planned multi modal parking garage located at the northeast corner of the Erie St. – Depeyster St. intersection. The City will work with the developer to find ways of providing the corporate office tenants with a yet-to-be-determined number of restricted access parking spaces during normal business hours.

#### **IV. The Multi Modal Facility Scope and Plan:**

PARTA with the aid of the City and KSU will finance and construct a multi modal facility located at the north east corner of Erie Street and Depeyster. PARTA will lead the project including design, pursuit of funding, land acquisition and construction with a goal of opening in the Fall of 2012. PARTA also agrees that the multi modal facility will assist in providing the additional parking resources available for use by the Hotel Complex and the retail/office space. All parking supplied by PARTA with Federal Transit Authority (FTA) Funds shall comply with all FTA regulations.

#### **V. Public Infrastructure Scope and Plan:**

The City and KSU will finance and construct commensurate public infrastructure improvements in the immediate vicinity of the development where required with a goal of supporting the agreed upon opening dates of the respective portions of the project. Where appropriate, the City and the University reserve the right to negotiate with the Developers to have the Developers construct portions of the public infrastructure in accordance with terms and specifications agreed to prior to the performance of the work and the Developer will receive some form of financial credit, compensation, reimbursement, etc. for the satisfactory completion of said work. The public infrastructure to be provided will be further defined in the Land Development Agreements includes the following:

- A.** The City and the University will demo existing structures located on the land planned for development, complete the appropriate environmental reviews and provide rough grading of the respective development sites.
- B.** The City will provide storm, sanitary and water utilities adjacent to the site with the available capacity to serve the development.
- C.** The City will complete street improvements where necessary along Erie Street and Depeyster Streets.
- D.** KSU will extend the Esplanade from its current terminus at Lincoln Street to connect up with the Erie Street improvements at Haymaker Parkway in a timeframe that supports the project opening date of the Fall of 2012.
- E.** To increase the parking supply in the downtown area:

- The City will provide an internal parking lot within the redevelopment block.
  - The City and KSU will provide additional structured parking to the proposed multi-modal facility.
  - All parking supplied by the City and KSU will be shared use and will not be specifically assigned to one use unless otherwise designated in the Land Development Agreements.
- E. The City intends to fund the required public infrastructure improvements associated with the Development by utilizing several sources, including the City's capital improvement budget and grant monies. In addition, it is anticipated that tax increment debt financing secured by payments-in-lieu-of taxes (PILOTs) generated by the Development will be a component of the overall public sector plan of finance. Under the provisions of the Ohio Revised Code related to the use of tax increment financing, it will be necessary to negotiate a compensation agreement with the Kent City School District with respect to the duration and percentage of PILOTs used in this fashion. The City, in cooperation with the School District and the Developer, will seek to have all the TIF agreements in place with a goal of supporting the agreed upon opening dates of the respective portions of the projects.

## **VI. Monetary Commitments**

All parties, except Kent City School District, shall at the execution of this agreement demonstrate their commitment to the development, by one of the following:

- Owning parcels of land valuing greater than \$150,000 within the proposed development location.
- Having invested over \$150,000 in land acquisition services as part of the federal process for acquiring land.
- Having made or by making a donation to the Kent State University foundation in the amount of \$150,000 to be used by the foundation to progress the Development.
- Delivering a good faith deposit of cash or a certified or cashier's check payable to the City in the amount of \$150,000. Half of the deposit (\$75,000) shall be returned upon execution of the Land Development Agreement for that party. An additional \$65,000 shall be returned at the start of the final phase of construction. The remaining \$10,000 of the original deposit is considered non-refundable earnest money. If the terms of such Land Development



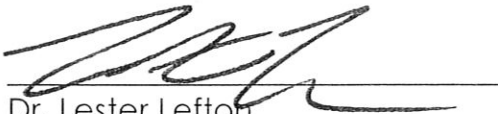
Agreement are not agreed upon within 3 months of the signature of this Agreement then the Developer or the City may request that the deposit be returned (excluding the \$10,000 earnest money) and at that time the Developer is removed from the project and the City is free to secure the services of a new developer for the respective portion of the project.

## VII. Adjustments

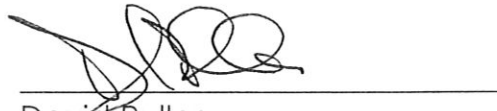
In the event that the viability of one or more of the projects described in this agreement has changed, the remaining parties of this agreement will work continuously and aggressively to revise the program to meet the objectives of the Development described above.

**Closing:** This summarizes our current understanding and intent. No legally binding agreement is expressed or implied in any way as we collectively seek to move forward in an expeditious manner to our collective benefit and continued progress. By that, we express our agreement.


### KENT STATE UNIVERSITY

  
\_\_\_\_\_  
Dr. Lester Lefton  
Date: 3-11-10

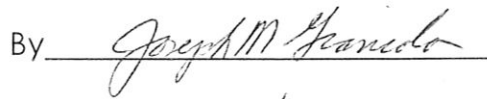
### CITY OF KENT, OHIO

  
\_\_\_\_\_  
David Ruller  
Date: 3-11-10


### FAIRMOUNT PROPERTIES

By   
\_\_\_\_\_  
Date: 3/11/10


### KENT CITY SCHOOL DISTRICT

By   
\_\_\_\_\_  
Date: 03/18/10

### PIZZUTI DEVELOPMENT, LLC.

By   
\_\_\_\_\_  
Date: 3-11-10

### PARTA

By   
\_\_\_\_\_  
Date: 3-11-10