



CITY OF KENT, OHIO

HUMAN RESOURCES DEPARTMENT

To: Dave Ruller, City Manager
From: Liz Zorc, Human Resources Manager *ely*
Subject: General Compensation Plan
Date: October 26, 2011

A review copy of the General Compensation Plan (For All Unclassified Employees, Except the City Manager, and Various Classified Employees of the City of Kent, Ohio) has been placed on file with the City Council office. Though employees covered by this Plan are non-union, wages and health care contributions of these employees generally are the same as those agreed to with the unions, for the fair and equitable treatment of all City employees.

There are updates in the General Compensation Plan in the form of position changes created by realignment of the Central Maintenance Department, and other such changes authorized by Council ordinance during the last three years. The wage tables reflect increases of 0% in 2012, 1% in 2013, and 2% in 2014. The health care monthly contribution of employees increases by 0% in 2012, and \$20 per month for the second and third years.

I respectfully request to add approval by Council of the General Compensation Plan as unauthorized agenda item, at the special Council meeting dated November 2, 2011.

Thank you.

C: Linda Copley, Clerk of Council



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Dave Ruller, City Manager
From: Bill Lillich
Subject: OPBA Collective Bargaining Agreement
Date: October 26, 2011

Mr. Ruller,

As you suggested, I have forwarded a review copy of the proposed collective bargaining agreement with the OPBA (police supervisors unit) to be placed on file in the City Council office. This contract is the same as the Firefighter's and AFSCME agreements, containing 0%, 1% and 2% wage increases, and progressive employee health care contribution increases of \$20 per month for the second and third years.

A draft ordinance has also been forwarded for City Council to authorize and approve at the special meeting on November 2, 2011. These should be authorized and enacted as an emergency measure on that date.

Thanks,
Bill Lillich

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c. Linda Copley, Clerk of Council




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: October 21, 2011

To: David Ruller, City Manager
Jim Silver, Law Director

From:  Dan Smith, Economic Development Director

Subject: CORF Grant Application Follow-up

The Clean Ohio Revitalization Fund grant was submitted back in July for consideration in the current round of funding. Since that time we have had two additional follow-up requests for information and action. The last letter arrived on the evening of October 27. There were three main requests, the first two are being handled by HzW the Environmental contractor that we have been consulting with to move forward. The last request is for the City to clarify the property will not transfer to City ownership until the failure investigation is complete and the CORF funding and remediation plan are implemented.

Reason for the Change:

When we initially submitted for the grant, a new failure investigation was to be included in the scope of work. In a follow-up meeting with the State, they stated this investigation expense would need to be moved to match dollars for the grant to be compliant. We decided to split cost of the investigation study with Thomas & Betts Corporation. Since we will not have closure on the report and the CORF grant implemented until this work is complete, it is recommended that we do not take ownership of the site until that time. This request necessitates some clarification language in our purchase agreement requiring City Council action.

I respectfully request time at our November 3 Special Council meeting to amend the purchase agreement for the 800 Mogadore Road site with Thomas Betts Corporation.



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: KENT CITY COUNCIL
DAVE RULLER, CITY MANAGER
FROM: JAMES R. SILVER *JRS*
DATE: OCTOBER 28, 2011
RE: STREET & SIDEWALK VENDORS, PEDDLERS & SOLICITORS

Having enforced the vendors, peddlers and solicitors ordinances that were amended by City Council last March, staff is suggesting some changes to the ordinance. Nothing substantial is being requested, except allowing Class A permits all year round.

There were however, several language changes needed for clarification. They include correcting license vs. permit language discrepancies, correcting section number references and the issuing process for the Police Chief and City Manager.

Staff would ask for City Council's approval for the recommended changes.

EXHIBIT "A"

CHAPTER 745 Peddlers and Solicitors

745.01 Purpose.	745.10 Vending equipment.
745.02 Definitions.	745.11 Vending areas.
745.03 Regulations of vendors, peddlers and solicitors; penalties.	745.12 Vending hours.
745.04 Licensing procedure.	745.13 Street sales – general.
745.05 Approval / Rejection of License Applications.	745.14 Trespassing of peddlers or solicitors.
745.06 License fees.	745.15 False representation.
745.07 Non-transferability of licenses.	745.16 Exemptions.
745.08 Visibility of licenses.	745.17 Revocation or suspension of license.
745.09 License renewal.	745.18 Appeals.
	745.19 Severability.
	745.99 Penalties.

745.01 PURPOSE.

The purpose and intent of this chapter shall be to regulate vending, peddling and soliciting in the City of Kent, Ohio, enabling the authorities to protect the citizens of Kent while not restricting free enterprise.

745.02 DEFINITIONS.

For purposes of this chapter, certain words and phrases are defined, and certain provisions shall be construed as herein set out, unless it appears from their context that a different meaning is intended.

- (a) "Category 'A' License" is a license which enables the holder to vend at authorized locations as specified in Section 745.11, and at times specified in Section 745.12 from licensed vehicles, trailers and/or wagons.
- (b) "Category 'B' License" is a license which enables the holder to vend at authorized locations as specified in Section 745.11, and at times specified in Section 745.12, from handcarts, wagons, or other vehicles that are not licensed and can be moved by hand, in a size that doesn't exceed three feet (3') wide by five feet (5') feet long.
- (c) "Category 'C' License" is a license which enables a peddler or solicitor, whether a resident of the City or not, traveling either by foot, wagon, automobile, motor truck or any other type of conveyance, from place to place, from house to house or from street to street, either selling or attempting to sell goods, or wares, or merchandise, or personal property, or natural gas, or electricity; or taking or attempting to take orders for sale of goods, wares and merchandise, or natural gas, or electricity, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, and shall include any person who, for himself, or for another person, hires, leases, uses or occupies any building, structure, tent, hotel room, lodging house, apartment, shop or any other place within the City for the sole purpose of taking orders for future delivery.
- (d) "Employee" is any person hired or paid compensation by or under contract to a licensed vendor, peddler or solicitor.
- (e) "Identification (I.D.) Card" is the card issued by the City to identify those authorized to vend, peddle or solicit.
- (f) "License" is what is issued by the City of Kent, Ohio, authorizing a person to vend, peddle or solicit within the City boundaries.
- (g) "Peddle" is to move about the City and offer legal goods, wares and/or services for sale or immediate delivery.
- (h) "Peddler" is a person who moves about the City and offers legal goods, wares and/or services for sale or immediate delivery.
- (i) "Person" refers to any individual, stockholder, partner, or entity capable of taking title to vend, peddle, or solicit in the City of Kent, Ohio.
- (j) "Solicit" is to sell, entice for sale or encourage the purchase of offers for sale legal goods, wares or services for future delivery.

- (k) "Solicitor" is a person who sells, entices for sale or encourages the purchase of or offers for sale legal goods, wares or services for future delivery.
- (l) "Vend" is to sell legal goods or wares from vehicles, stands, carts, machines or wagons approved by the City.
- (m) "Vendor" is a person who sells legal goods or wares from approved vehicles, stands, carts, machines or wagons.

745.03 REGULATION OF VENDORS, PEDDLERS AND SOLICITORS; PENALTIES.

- (a) All vendors, peddlers and solicitors must be duly licensed by the City of Kent unless otherwise except pursuant to Section 745.16.
- (b) All vendors, peddlers and solicitors must have a retail sales license as directed by Ohio Revised Code Section 5739.17, unless otherwise exempt, and are liable for all pertinent regulations of Section 5739.01 to 5739.99, inclusive, of the Ohio Revised Code.
- (c) Any person vending, peddling or soliciting with a duly issued license found in violation of any provisions of this chapter shall be guilty of an infraction.
- (d) The code enforcement office and/or police officers may issue or cause to have issued citations for violations of this chapter, and the City is empowered to enforce this chapter pursuant to Ohio Revised Code Section 715.24 and 715.61.

745.04 LICENSING PROCEDURE.

Every person desiring a license for vending, peddling or soliciting within the City of Kent, Ohio shall file an application with the City Manager's Office upon a form provided by said office in duplicate. A \$5.00 application fee, deductible from the license fee, the balance of which is due upon receipt of the license, shall accompany the application. The application shall contain the following information:

- (a) The name, description, mailing address, permanent address, telephone number and social security number of the applicant.
- (b) Federal and state employer's identification number and sales tax identification number, if applicable.
- (c) A description of the product or service to be vended, peddled or solicited;
- (d) The names, addresses and telephone numbers of at least three (3) business references to prove applicant's credibility;
- (e) The supplier of the applicant's merchandise, or by whom the services solicited shall be rendered, unless the said applicant shall supply the goods or services.
- (f) The length of time for which the right to do business is desired;
- (g) The place where the goods or property are proposed to be sold, or orders taken for the sale thereof, are manufactured or produced; where such goods or products are located at the time such application is filed and the proposed method of delivery;
- (h) Two (2) photographs of the applicant and everyone who will be vending, soliciting or peddling under the license, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two inches (2") by two inches (2") showing the head and shoulders of the applicant in a clear and distinguishing manner.
- (i) A statement as to whether or not the applicant has been convicted of or plead guilty to any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefore; and
- (j) Any other information the City Manager's office shall deem necessary.
- (k) Category "A" licensee's shall also need proof of liability insurance from an Ohio insurance company or a company with an "A" rating (or better) with limits of \$1,000,000 with the City named as an additional insured and a thirty (30) day notice of cancellation of the policy.
- (l) The surety bond required in Section 745.05(e).

745.05 APPROVAL / REJECTION OF LICENSE APPLICATION.

- (a) Upon receipt of such application, the original shall be referred to the Chief of Police or their designee, who shall cause such investigation of the applicant to be made as he/she deems necessary for the protection of the public good.
- (b) If, as a result of such investigation, the applicant is found to be unsatisfactory, the Chief of Police or their designee shall endorse on such application his/her disapproval and his/her

- reasons for the same, and return the application to the City Manager, who shall notify the applicant that his/her application is disapproved and that no license will be issued. The Chief of Police or their designee shall have two (2) business days to review the application.
- (c) If, as a result of such investigation, the applicant is found to be satisfactory, the Chief of Police or their designee shall endorse on the application his/her approval, and return such application to the City Manager, who shall, upon payment of the prescribed license fee and payment of the bond as described in Section 745.05(e), deliver to the applicant his/her license. Such license shall contain the signature and seal of the City Manager or his/her designee and shall show the name, address and photograph of such licensee, the class of license issued and the kind of goods to be sold thereunder, the amount of fee paid, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such soliciting or canvassing. The Manager shall keep a permanent record of all licenses issued. The license shall be good for the calendar year for which it was issued.
 - (d) Every person vending, peddling or soliciting under the terms of this chapter shall be required to obtain a vendor I.D. card from the City Manager's Office. A valid I.D. card must be in the vendors, peddlers or solicitors possession and clearly visible while vending, peddling or soliciting. The term of the I.D. card shall correspond with the term of the applicable vending license
 - e) All peddlers, vendors and solicitors must file with the City's Chief Financial Officer a surety bond in the amount of \$5,000.00 indemnifying the City, on the condition that the said applicant shall comply fully with all the provisions of the ordinances of the City and the statutes of the State of Ohio regulating and concerning the sale of goods, wares, merchandise or services to be performed, and will pay all judgments rendered against said applicant for any violation of said ordinances or statutes, together with all judgments and costs that may be recovered against him/her by any person or persons for damage growing out of any misrepresentations or deception practiced on any person transacting such business with such applicant, whether said misrepresentations or deceptions are made by or practiced by the owners or by the servants, agents or employees, either at the time of making the sale or through any advertisement of any character, printed or circulated with reference to the goods, wares and merchandise sold, or any part thereof, and further guaranteeing to any citizen of the City that the property purchased will be delivered according to the representation of said solicitor. Action on the bond may be brought in the name of the City to the use of the aggrieved person.
 - (f) The City Manager's Office shall reserve the right to deny the applicant a license, should the application, vending equipment, if applicable, or requirement to post a surety bond, if applicable, fail to meet the guidelines of this chapter.
 - (g) Any applicant denied a license may appeal the decision under Section 745.18 of this chapter.
 - (h) These licenses shall not be valid and shall not entitle vendors, peddlers, or solicitors to sell or vend, or solicit, or peddle in areas where streets are closed by the City for special events, such as the Kent Heritage Festival; or when repairs or replacement of utilities, roadways or sidewalks are being undertaken; or by order of the Police Department or other lawful authority.
 - (i) The licenses shall be good for one (1) calendar year, or until it is revoked, whichever occurs first.
 - (j) The licenses shall only be valid as long as the licensee has a valid insurance policy and or bond in place.

745.06 LICENSE FEES.

- (a) The license fees prescribed below shall be paid in full to the City Budget & Finance Department before issuance of any license. The fees shall include a five dollar (\$5.00) application fee applied to the license fee, if approved. The licensing year shall run from January 1 through December 31, prorated on a monthly basis.
- (b) Vending:
 - i) Category "A" License - \$350.00 for Kent residents, \$500.00 for everyone else, effective January 1, 2011.
 - A) The maximum number of Category "A" licenses shall be five (5).

- ii) Category "B" License - \$100.00 per year.
 - A) These licenses shall allow the license holder to vend from sidewalks in any designated area pursuant to Section 745.11 herein, except during the times listed in 745.05(h) and special situations as may be established by Kent City Council. Only one license shall be issued in each category per person, business or family. Vendors must display their license while vending.
 - B) There shall be a maximum number of ten (10) category "B" licenses.
 - iii) Category "C" License - \$25.00 per month. These licenses apply to door to door peddlers and solicitors, and vendors.
- (c) There will be a \$5.00 fee for each identification card issued.

745.07 NON-TRANSFERABILITY OF LICENSES.

All licenses issued for vending, peddling or soliciting are non-transferable except as otherwise provided herein and may be used only by the applicant individual, stockholders, partners or entities capable of taking title to whom the license was granted. Any change in stockholders, partners, or other entity capable of taking title is a transfer of ownership interest and voids the license, except as noted below. A license may be transferred one time as a result of the licensee's death to the holder's heirs and assigns provided the transferee intends to continue the business. If the business is to be sold or liquidated, the license is non-transferable at death.

745.08 VISIBILITY OF LICENSES.

Vending licenses shall be visible at all times at the sales location. Other licensees shall carry their license certificates at all times and shall surrender for inspection said license upon request by any law enforcement officer or citizen.

745.09 LICENSE RENEWAL.

Any vendor, peddler or solicitor whose license has not been revoked or suspended may, within three (3) months of the expiration of the license, between October 1 and December 31, renew that license upon a renewal-of-license form provided by the City Manager's Office. Category "A" licenses will only be renewed if the applicant is the successful bidder for a location for the following year.

The renewal form shall contain the name and social security number of applicant for renewal, expiration date of license to be renewed, period for which renewal is requested and any appropriate corrections of information provided on the original application. Fees for the renewal period shall accompany the application.

Any vendor, peddler or solicitor whose license has expired for more than three (3) months prior to the attempt to renew the license must reapply for a license in the same manner as if it is an original application under Section 745.04.

The City Manager's Office shall submit to the Kent Police Department a copy of all license renewals issued.

745.10 VENDING EQUIPMENT.

Vendors for Category "A" licenses may only conduct their business from vending equipment approved by the Kent Police Department and/or the Code Enforcement office and/or the City Health Department. All equipment must be constructed in a safe and professional manner, and the primary purpose of such equipment shall be that of vending. All vending vehicles that dispense food must conform to the requirements of the City of Kent Health Department and the State of Ohio food service laws. Vending equipment to be used on public streets shall be no larger than eight feet (8') wide, ten feet (10') high as measured from the ground and sixteen feet (16') long including the trailer hitch or tow bar. All equipment used by the vendor must be self contained within the vehicle. All generators must exit the exhaust upwards over top of the trailer and the generator must have a muffler to quiet the noise caused by the generator. The equipment must be mobile, non-motorized and have at least one axle with which to move the equipment. All items sold must be contained upon the vending equipment itself. No part of the vending equipment may block, impede or hamper pedestrian movement or cause any hazard to pedestrians.

745.11 VENDING AREAS.

All vending on public streets and sidewalks of Kent, Ohio, shall be conducted only in the designated vending areas, upon implementation of this ordinance.

- (a) Category "A" license holders shall only vend in the five (5) spaces designated by the City Service Director on Water Street, Main Street, Depeyster Street and Franklin Avenue. No other vehicles may park in this area during the approved vendor times. Spaces are to be obtained on an annual basis by auction in December for the following year under guidelines established by the City Service Director. The auctions shall be held at 2:00 p.m. on the first Monday of December, except for the first year, which shall be held at the discretion of the Service Director. Notice of the auction shall be published in the local newspaper at least one week prior to auction.

If not all spaces are sold at auction, remaining spaces will be sold on a first come first serve basis, with the cost being equal to the last price paid by a winning bidder in the same year. The auction for the first year of these regulations may be held whenever the Service Director directs.

- (b) Category "B" license holders shall only vend on the sidewalks on: Main Street between Lincoln Street and the main bridge over the Cuyahoga River; on Water Street between Portage Street and Erie Street; on Franklin Avenue between Main Street and College Street.
- (c) No vending shall take place anywhere else on the public streets in the City of Kent.

745.12 VENDING HOURS.

- (a) Category "A" license vending may be conducted between the hours of 6:00 p.m. and 3:00 a.m., on Thursdays, Fridays and Saturdays, except during parking bans.
- (b) Category "B" license vending may be conducted between the hours of 7:30 a.m. and 3:00 a.m.
- (c) Vending shall not be conducted between 3:00 a.m. and 7:30 a.m. anywhere in the City of Kent, Ohio.
- (d) Category "C" license peddling may be conducted between the hours of 9:00 a.m. and 6:00 p.m.
- (e) No permitted vending equipment shall be left unattended on the street or sidewalks, at any time during vending hours. Vending equipment must be removed once the vendor has ceased operation. The City may remove any vending equipment left unattended or non-licensed vehicles. It shall be treated as an illegally parked vehicle pursuant to Kent City Code Chapter 356. This right is granted pursuant to Ohio Revised Code Section 723.01.

745.13 STREET SALES - GENERAL

No person licensed as a peddler or street vendor shall demonstrate, sell or offer for sale or barter any goods, wares, merchandise, food, confection or drink upon any highway or sidewalk or any other City owned property within the City except in accordance with all of the following provisions:

- (a) No merchandise shall be displayed or sold by a peddler or street vendor in any place within the City except a Street Vending areas, as defined in Section 745.11. This section shall not apply to a peddler or street vendor selling prepackaged ice cream, popsicles or frozen desserts of any kind for purposes of retail sale, or offered for retail sale, while operating a motor vehicle within the City.
- (b) No merchandise shall be displayed or sold to the occupants of vehicles stopped on roadways or alleys.
- (c) Each peddler or street vendor selling from a motor or animal drawn vehicle must comply with all traffic regulations at the location the vehicle is parked or standing.
- (d) No merchandise shall be displayed or sold at any sidewalk location where the sidewalk is less than twelve feet (12') in width from the private property line to the curbline.
- (e) No merchandise shall be displayed or sold within twenty feet (20') from the point of intersection of the curbline (except alleys), crosswalks or bus stop or stairway leading to or from any overhead walkway.

- (f) No merchandise shall be displayed or sold within ten feet (10') of a fire hydrant, standpipe, a sprinkler intake, a doorway or other access point to abutting property, a store window or a sidewalk elevator.
- (g) No merchandise shall be displayed or sold at a location which hinders or restricts access to a telephone booth, mailbox, parking meter, fire alarm call box or traffic control box.
- (h) No merchandise shall be displayed or sold within forty feet (40') of the location at which another peddler or street vendor is already displaying or selling merchandise. In the case of a dispute between peddlers or street vendors, the peddler or street vendor who arrived first on the day involved shall be deemed to have the privilege of operating at that location on that day. A peddler must continue to be there in person with wares to claim such privilege. Such distance shall be measured from the end of one display stand, table, cart, container or other appurtenance to the beginning of the next.
- (i) No merchandise or food shall be displayed or sold at a location within fifty feet (50') of an existing entrance of a business that sells food.
- (j) No merchandise shall be displayed or sold in a manner that blocks, obstructs or restricts the free passage of pedestrians or vehicles in the lawful use of the sidewalks or highways or ingress or egress to the abutting property.
- (k) All merchandise shall be displayed or sold from portable stands or containers. Each peddler or street vendor shall remove all merchandise, packaging, paper, containers, display stands or tables, or other materials brought to the location at the termination of sales each day. No permanent stands or displays will be permitted.
- (l) No peddler's or street vendor's display stand, cart, container or other appurtenances, paraphernalia, merchandise, supplies or signage shall occupy more than thirty six inches (36") of lateral sidewalk width, nor more than sixty inches (60") of longitudinal sidewalk area.
- (m) Each peddler or street vendor during the period of selling shall keep the area within ten feet (10') of the location where the peddler or street vendor sells or displays merchandise free from all litter and debris arising from the operations, including the litter which arises from actions of customers in disposing of wrapping or packaging materials on merchandise sold by the peddler or street vendor.
- (n) No peddler's or street vendor's display stand, cart, container, or other appurtenance or paraphernalia shall be set up along street plantings, or street furniture, or on grass, or park areas.
- (o) Peddlers or street vendors shall at all times exercise reasonable care that their merchandise, packaging material, display equipment and other paraphernalia shall not create a safety or health hazard to customers or other persons using the public highways or sidewalks.
- (p) Category "A" license vendors shall only sell and display what they are selling on the sidewalk side of their cart, vehicle, trailer or wagon.
- (q) No food, confection or drink except prepackaged and/or containerized products shall be displayed or sold from any unimproved public property, including unimproved sidewalks or pedestrian walkways.
- (r) No street sales shall be conducted and no peddler's or street vendor's display stand, cart, container or other appurtenance or paraphernalia shall be set up on private property, or on the sidewalks adjacent to private property, without prior written consent of such property owner or without the prior written consent of the owners of any property adjoining or abutting such property.
- (s) Nothing herein shall be construed to prohibit the distribution of noncommercial handbills, cards, leaflets, other literature of the sale of newspapers and magazines on the sidewalks.
- (t) All food sales must be approved by the City of Kent Health Department.
- (u) Vendors, peddlers and solicitors shall be responsible for disposing of their self generated trash through their own trash disposal contracts. They shall not use City trash bins.

745.14 TRESPASSING OF PEDDLERS OR SOLICITORS.

No peddler or solicitor shall attempt to peddle or solicit upon any property that has a public display, sign or warning prohibiting peddling or soliciting on the property.

Peddlers or solicitors who violate this section may be charged with trespassing and may have their licenses revoked or suspended.

745.15 FALSE REPRESENTATION.

No peddler or solicitor shall falsely represent or falsely insinuate employment, partnership or other affiliation with a legitimate enterprise where, in fact, such employment, partnership or affiliation does not exist.

745.16 EXEMPTIONS.

- (a) The following persons shall be exempt from the licensing procedures outlined in Section 745.04 to 745.10, inclusive:
 - i) Any person soliciting or peddling anything which such person has personally manufactured or produced.
 - ii) Any farmer, poultry man or horticulturist, who is a person, who is soliciting or peddling his own product, but who has not bought goods for resale to sell along with his own product.
 - iii) Any person, eighteen (18) or over soliciting for personal services to be performed by the person so soliciting.
 - iv) The provisions of this chapter shall not apply to the peddling or soliciting of ice, milk, cream, ice cream, butter, eggs, cottage cheese or any dairy products.
 - v) The provisions of this Chapter shall not apply to persons of the age of eighteen (18) or younger selling items for non-profit agencies/schools, nor to salesmen or agents for wholesale houses or firms who solicit orders from or sell to retail dealers for resale or to manufacturers for manufacturing purposes or to bidders for public works or supplies.
 - vi) People distributing or disseminating literature and/or information.
 - vii) Any person who regularly sells food to local employees out of their vehicles, when the caterer/vendor goes to the place of employment of its customers, at the customer's request.
 - viii) Any person, vending, peddling or soliciting under special event authorization of the City and the event sponsor, do not have to register under this chapter. They do have to comply with the event sponsor rules and regulations, tax laws, and health laws, rules and regulations.

- (b) The following persons are exempt from the prohibition against the business, of selling merchandise, wares, produce, fruits, vegetables or products of any kind on public streets or sidewalks in the City:
 - i) Sidewalk sales conducted by charitable and nonprofit organizations, where approved by the adjacent landowner and the City Manager's office.
 - ii) Sales conducted in commercial parking lots, where approval of the parking lot owner has been obtained.
 - iii) Periodic sidewalk sales by downtown merchants with presales notice to the City Manager's office.
 - iv) The delivery of merchandise or products of any kind to places of business or residences or the sale of products from house to house.

- (c) Farmers Market: The City of Kent has recognized a portion of the parking lot on the Northwest corner of Summit Street and Franklin Avenue, for the express purpose of maintaining an area for persons to set up a farmer's market. The City shall not require these sellers to be licensed under this chapter.

745.17 REVOCATION OR SUSPENSION OF LICENSE.

- (a) The following conditions may allow for the revocation or suspension of a vending, peddling or soliciting license:
 - i) Violations of any of the provisions of this chapter or other law or ordinance relating to the operation of the business or enterprise for which the license was issued; or upon conviction of a license for any federal, state or city law or ordinance involving moral turpitude;

- ii) For any conditions or considerations which, had they existed at the time of issuance, would have been valid grounds for the denial of a license application;
 - iii) For any misrepresentation of any information given on the application discovered after the issuance of the license;
 - iv) For any public offense or violation by the licensee relating to the vending, peddling or soliciting activity; and/or
 - v) For any good cause shown.
- (b) Licenses issued for vending, peddling or soliciting may be revoked or suspended by the code enforcement office for any of the causes enumerated in this section, using the following procedure:
- i) The code enforcement office or the Police Department shall issue an order suspending the license, which shall become effective immediately upon service of a written notice to the licensee. Such notice shall specify the reason for termination and may provide for conditions upon which the license may be reinstated, upon compliance with said conditions.
 - ii) Should no conditions be given for the possible reinstatement of the terminated license, the order shall constitute a revocation of the license.
 - iii) Appeals may be initiated on any suspension or revocation, following the guidelines in Section 745.18 of this chapter.

745.18 APPEALS.

Any person aggrieved by denial, suspension or revocation of license may, within five (5) working days submit to the Clerk of Council an appeal to be heard by the Board of Zoning Appeals.

The hearing shall be held within forty (40) days of the Clerk of Council receiving the Notice of Appeal.

The Clerk of Council or Community Development Department shall notify all members of the Board of the time and place of the appeals hearing, not less than twelve (12) hours in advance thereof. The appellant may appear and be heard in person or by Counsel. If, after the hearing, a majority of the members at such hearing declare in favor of the appellant, the license must be approved or reinstated, as the case may be; otherwise, the order appealed from shall become final.

745.19 SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or any part thereof, is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The City Council hereby declares that it would pass each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional or invalid.

745.99 PENALTIES.

- a) Any first violation of any provision of this chapter (unless otherwise specified), is a minor misdemeanor. A second or additional violation of a provision of this chapter within a two (2) year period is a misdemeanor of the fourth degree.
- b) Any person found vending, peddling or soliciting without a license will be asked to cease said behavior. Failure to cease vending, peddling or soliciting after a request to do so by a City official is a fourth degree misdemeanor.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: October 13, 2011

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Grants & Neighborhood Programs Administrator *B.S.*

RE: Commitment of Local Funds for Proposed Tax Credit Senior Housing Project

The City has been contacted by The NRP Group, LLC, an affordable housing developer interested in constructing a 70 unit, 120-bed senior affordable housing project on land available at SR 261 and Sunnybrook Road. The NRP Group is seeking to secure federal tax credits to finance the development of the proposed project through the Low Income Housing Tax Credit (LIHTC) program, which in Ohio, is administered by the Ohio Housing Finance Agency (OHFA).

The OHFA tax credit application process is rather complicated and highly competitive and points are awarded based on numerous factors, including a developer's ability to document a financial commitment by the local community where a proposed tax credit project will be located. The new project being proposed by The NRP Group will address a real need for additional senior affordable housing options in the community, a need that has been highlighted in recent months as a result of the announcement this summer of the pending sale of the Silver Oaks property and the subsequent relocation of the seniors residing at the complex.

In order to address the local match commitment component of the LIHTC application process, I am proposing the use of program income funding the City currently has available through the Community Housing Improvement Program (CHIP) Revolving Loan Fund (RLF). I have received confirmation from the Office Chief at the State of Ohio Office of Community Development that committing a portion of the City's available CHIP RLF funds to the proposed tax credit project will be supported by the Office of Community Development and the U.S. Department of Housing and Urban Development (HUD).

I am respectfully requesting Council Committee time to discuss the local commitment requirement of the LIHTC application process and the proposed use of available CHIP Revolving Loan Funds as a source for the needed local funding support.

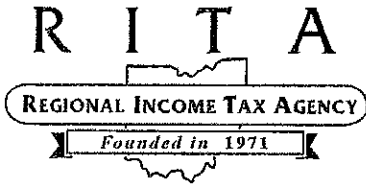
Please let me know if you need any additional information in order to add this item to the November 2, 2011 Council Committee agenda.

Cc: LIHTC Senior Housing Project, 2011 file

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 •

www.KentOhio.org

NON-FILING INCOME TAX NOTICE



PHONE / FAX
MUNICIPALITY

**ATTN: COMPLIANCE DEPARTMENT 198
REGIONAL INCOME TAX AGENCY
PO BOX 477900
BROADVIEW HEIGHTS, OH 44147-7900**

Our records indicate that you have not filed an Individual Tax Return for the following tax year(s): TAX YEAR(S)
 You must file a tax return if you were a resident of a RITA municipality for any part of the tax year(s) shown or if you have income earned in any RITA municipality and did not have tax withheld.

The Regional Income Tax Agency (RITA) is the authorized agent for the collection of municipal income tax for the city listed above.

Please return a completed tax return and any payment due or complete the reasons listed below for not filing a city tax return on or before:

Forms can be obtained at www.ritaohio.com

Failure to respond to this notice may result in a subpoena being issued to resolve this matter.

1. No taxable income during the tax year(s) of: _____
- * 2. Was under 18 years of age for **ALL** of a particular tax year.
- * 3. Retired prior to the above tax year(s). Receiving only pension, social security, interest or dividend income.
 Date of Retirement: _____ / _____ / _____
4. Taxpayer is deceased. Date of Death: _____ / _____ / _____
5. Filing jointly with spouse whose name is: _____
6. Social Security Number shown is incorrect. SS# on file with R.I.T.A. is _____
7. Military Income Only.
8. Federal Extension - Attach copy.
9. Already filed; please attach a copy of the return(s) and mail back with this form.
- * 10. Not a resident of _____ during **ALL** of the tax year(s) _____
 Partial year residents are required to file a return for the year that they moved into or out of a RITA city. Submit income information for the period of time you lived in a RITA municipality.

*** FOR REASONS #2, #3, AND #10 SEE BACK FOR SPECIAL INSTRUCTIONS AND ACCEPTABLE PROOF.**

SPOUSE'S SS#

CORRECT SS#

COMPLETE THIS BOX IF YOU MOVED

DATE OF MOVE:	MO.	DAY	YR.
PRESENT ADDRESS	STREET		APT.
CITY	STATE		ZIP
OLD ADDRESS #	STREET		APT.
CITY	STATE		ZIP

*** SPECIAL INSTRUCTIONS, proof required, see back**

The undersigned declares this statement is true, correct, and complete for the above tax year(s)

SIGNATURE _____

/ /
DATE

GENERAL INSTRUCTIONS:

You have received this notice because you are listed on our files as an active taxpayer in a RITA municipality. Our records show that a tax return was due for the year(s) in question. The filing of tax returns or the completion of the reasons for exemption section is required to update your account. When returning the information requested be sure to reply to each year. Proof must be submitted when required.

* SPECIAL INSTRUCTIONS / ACCEPTABLE PROOF

#2 *from* **UNDER 18 YEARS OF AGE** for all of a particular year - Acceptable Proof:
front A. Copy of Birth Certificate, or Copy of Driver's License.

The under 18 yrs of age exemption does not apply to -

Addyston	Lithopolis	Portage	Saint Paris	Youngstown
Campbell	Lockland	Powhatan Point	Silverton	
Commercial Point	Middleport	Ripley	Swanton	
Fremont	Milford	Riverside	Tontogany	
Girard	Oxford	Rossford	Wintersville	

If you are under 16 yrs old, you are exempt in -

Avon Lake Jackson Center Yellow Springs (Under 18 yrs and a newspaper carrier)
Cedarville Jewett
Fairborn Sheffield Lake

If you are under 17 yrs old, you are exempt in -

Kettlersville
Weston

Other Special exemptions -

Ashville - Fulltime students under 21 yrs old enrolled 12 hrs a semester or quarter are exempt.
Cardington - Individuals who are under 18 years of age and who are full-time elementary, junior high or high school students, are exempt from paying municipal income tax.
Milford Center - Individuals who are fulltime students and under 18 years of age are exempt from paying municipal income tax.
Ottawa - Students 18 yrs of age or under, earning less than \$600/yr are exempt.

#3 *from* **RETIREMENT** - Acceptable Proof
front A. A copy of your Federal Return(s) for tax year(s) in question.
B. If you are not required to file a Federal Return(s), one of the following is acceptable:
(A.) W2P Statement, Statement of Social Security earnings.
C. Any other documentation proving you received pension or retirement income only.

#10 *from* **NON RESIDENT** - Acceptable Proof
front A. Supply all addresses and move dates for tax year(s) in question.
B. Acceptable Proof:
(a.) Copy of Utility Bill(s), Property Tax Stub, Lease(s), or Deed(s)
(A.) W2P Statement, Statement of Social Security earnings.
C. Any documentation proving residence.

SEND RESPONSE TO:

**ATTN: COMPLIANCE DEPARTMENT 198
REGIONAL INCOME TAX AGENCY
PO BOX 477900
BROADVIEW HEIGHTS OH 44147-7900**

AKRON BARBERTON CLUSTER RAILWAY COMPANY

Clarence W. Jaeger
Director Real Estate, Taxes and Industrial Development

100 East First Street
Brewster, Ohio 44613

330-767-7236

Fax: 330-767-7300

E-Mail: cjaeger@wlerwy.com

October 26, 2011

Mr. Daniel D. Smith
Economic Development Director
City of Kent
215 East Summit Street
Kent, Ohio 44240

Dan,

With regard to our e-mails and telephone conversations, I have enclosed for your proper handling, two (2) originals of our standard land lease for the property North of Summit Street and West of Franklin Avenue for the purpose for additional parking for the City of Kent.

Once you have had the time to review this lease, please arrange to have both originals properly executed on behalf of the City along with the proper witness.

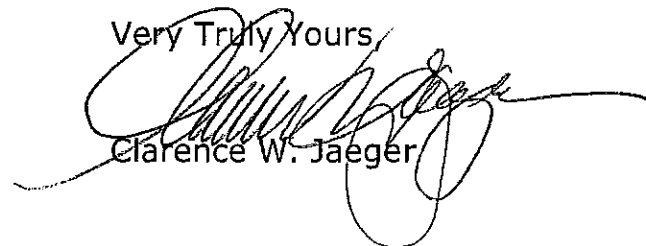
Please return to my attention accompanied by a check in the amount of \$333.32 which covers the period from November 1, 2011 through December 31, 2011. The City will be billed \$2,000.00 beginning January 1, 2012 and will be billed annually for that amount every January 1st, unless somewhere in the future we increase the annual rent.

In addition to the above, I will need a Certificate of Insurance in the amounts as stated on Page 4, Paragraph 14 naming the Akron Barberton Cluster Railway Company as an additional insured.

Mr. Daniel D. Smith
October 26, 2011
Page Two

Once received in this office accompanied by the rent due for 2011 and the Certificate of Insurance, I will arrange to have the lease executed on behalf of the Akron Barberton Cluster Railway Company, after which a fully executed copy will be returned to you for your records.

Very Truly Yours,



Clarence W. Jaeger

Enclosures

ORIGINAL

LAND LEASE

No. 35-04380

Between the

**AKRON BARBERTON CLUSTER
RAILWAY COMPANY**

AND

CITY OF KENT

Located in the
City of Kent
County of Portage
State of Ohio

V-7-Ohio/2
Kent Sub-Division

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LAND LEASE

No. 35-04380

THIS LEASE, made this 26th day of October, 2011, between **AKRON BARBERTON CLUSTER RAILWAY COMPANY** ("ABC"), an Ohio Corporation, whose address is 100 East First Street, Brewster, OH 44613, hereinafter referred to as LESSOR, and **CITY OF KENT**, a Municipality of the State of Ohio, whose address is 215 East Summit Street, Kent, Ohio 442240, hereinafter referred to as LESSEE.

I. PREMISES

LESSOR does hereby lease unto LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises", as shown on plan numbered V-7-Ohio/2, dated October 26, 2011, attached hereto and hereby made a part hereof, described as follows:

Being a rectangular parcel of land located North of Summit Street, West of Franklin Avenue and East of LESSOR's main line track containing an area of 1.02 acres, more or less as shown in green with LESSOR's property line shown in yellow, attached hereto as Exhibit "A".

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. **Use.**

LESSEE shall use and occupy the premises solely for the purpose for public parking and the summers farmers market and for no other purpose.

2. **Term and Rent.**

To hold the demised premises for and during the term of One Year beginning November 1, 2011 through October 31, 2012 (unless sooner terminated as hereinafter provided) for the rent or sum of Two Thousand and No/100 (\$2,000.00) Dollars per year payable in advance, every January 1st.

3. **Additional Rents.**

LESSEE shall reimburse LESSOR, as additional rental, all real estate taxes and special assessments levied against the premises and all costs of or charges for water, sewage, electricity, heat and other utilities furnished to the premises and paid by LESSOR, within thirty (30) days after presentation to LESSEE's of bills therefor. The payment by LESSEE of any sum(s) in advance shall not create an irrevocable lease for the period for which the same is/are paid. LESSOR reserves the right to periodically adjust the base rent herein any time after the expiration of twelve (12) months, by giving notice of such adjustment to LESSEE at least sixty (60) days prior to the effective date of such adjustment. Adjusted rent shall be not less than the immediately previous base rent.

4. **Approval of Plans.**

LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, LESSOR. LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent, within eighteen (18) feet of the center line of nearest track over which LESSOR operates, unless a lesser clearance is provided for on said attached plan or the written consent of LESSOR shall hereafter be obtained; provided nothing in the foregoing shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

5. **Fire and Damage.**

LESSEE shall cooperate with LESSOR and shall promptly comply with fire prevention measures requested by LESSOR. LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make not installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of LESSOR.

6. **Ordinances and Regulations.**

6.1 LESSEE, at LESSEE's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over the premises or LESSEE's intended use thereof, including but not limited to zoning, health, safety, building or environmental matters. LESSEE shall supply LESSOR with copies of letters or certificates of approval of LESSEE's use.

6.2 LESSEE shall further defend, indemnify and hold LESSOR harmless^{to the extent allowed by law,} from any violation thereof, any penalty, levy, fine or assessments therefrom, and all costs of defense of or compliance with any citation, order or violation, notice(s), including any such penalties, levies, fines, assessments, compliance or remedial charge(s) arising after termination of this Lease.

7. **Maintenance and Repairs.**

7.1 LESSEE will not create or permit any nuisance in, on or about the premises, and LESSEE shall maintain the premises in a neat and clean condition. Buildings and other structures of LESSEE shall be erected and/or maintained on the premises by LESSEE to the satisfaction of LESSOR.

7.2 LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of LESSOR. Approval by LESSOR of any improvements or installations made by LESSEE, or failure of LESSOR to object to any work done or material used, or the method of construction, or installation, shall not be construed as an admission of responsibility by LESSOR or as a waiver of any of LESSEE's obligations under this Lease.

7.3 All work performed by LESSEE, or LESSEE contractor(s), pursuant to Section 7 shall be subject to the written approval of LESSOR's Chief Engineer or his duly authorized representative.

8. **Service and Utilities.**

LESSOR will be under no obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with LESSEE use and occupancy of the premises. The LESSEE shall bear all costs of utilities used on the premises, including heat, electricity; hot water and sewer use charges, and shall hold LESSOR harmless from any claims arising from the use of said utilities.

9. **Adjacent Areas.**

Except as provided in Section 10 hereafter, LESSEE shall not use, for utility lines or otherwise, any property of LESSOR other than the premises herein leased without first obtaining LESSOR's prior written consent and complying with all requirements of LESSOR applicable thereto.

10. Ingress and Egress.

LESSEE shall have the right to use, in common with LESSOR and others authorized by LESSOR, existing driveway(s) or other property designated by LESSOR as means of Ingress to and Egress from the premises. LESSOR shall be under no obligation with respect to the condition or maintenance of said driveway(s) or other property, and LESSEE use of same shall be subject to all of the covenants, terms and conditions of this Lease.

11. Pipe and Wire Lines.

LESSOR shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair, renew and remove the same.

12. Claim of Title.

12.1 LESSEE shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this Lease for any length of time give rise to any right, title or interest in or to the premises, other than the leasehold herein created.

12.2 LESSEE shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and materialmen in respect to any construction, alteration and/or repair in and to the demised premises, and any improvements thereof, and shall indemnify, defend and hold LESSOR harmless against all legal costs and charges, including counsel fees reasonably incurred, in any suit involving any lien, the enforcement thereof, or encumbrance caused by the same, with respect to the premises or any part thereof. Further, LESSEE shall have no authority to create any liens for labor or material on or against LESSOR's interest in the premises and shall specify in all contracts let by LESSEE for any construction, erection, installation, alteration, maintenance or repair of any building or other improvement on the premises.

13. Termination, Notices and Removal.

13.1 This Lease may be terminated by either party at any time upon not less than thirty (30) days' notice in writing sent by registered or certified mail to the other party. However, in the event of a breach of any of the covenants, terms and conditions hereof by LESSEE, LESSOR shall have the right to terminate this Lease immediately.

13.2 All notices and communications concerning this Lease shall be addressed to LESSOR or the LESSEE at their respective addresses hereinabove set forth or at such other address as either party may designate in writing to the other party.

13.3 Upon termination of this Lease by expiration of term or any other reason, LESSEE shall remove all buildings or structures (except tracks, rail facilities and other designated property of LESSOR), within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the premises shall be restored by LESSEE to a condition satisfactory to LESSOR, including the removal of all structures and facilities whether on the surface or underground) to ground level, and the filling of all excavations and holes, which shall be tamped, compacted and graded uniformly. If LESSEE shall fail to make the removal in the manner and time set forth herein, after notice to do so, LESSOR may remove said buildings, structures, and/or facilities and make said restoration, all at the sole risk, cost and expense of LESSEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to LESSEE.

13.4 If LESSEE shall fail to make removal of any such property, LESSOR shall have the option to elect and notify LESSEE that all right, title and interest of LESSEE in certain building(s), structure(s) and/or facility(ies) shall be forfeit and may also dispose of any removed items without necessity to account for the same or to give further notice to LESSEE.

13.5 If LESSEE shall fail to make removal of any such property, LESSOR shall have the further option to elect and notify LESSEE that all right, title and interest of LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in LESSOR as of the date of notice of such election.

13.6 In the event that LESSEE prepays monthly or annual rentals in advance and this Lease is terminated by notice of either party (other than for breach or cause), LESSOR shall refund to LESSEE the proration of any prepaid base rental and taxes paid in advance, which LESSEE shall accept in full settlement, satisfaction and discharge of the remainder of the term or period; **PROVIDED**, however that LESSEE shall not be entitled to such refund when the cumulative total involved is less than One Hundred (\$100.00) Dollars.

14. LIABILITY AND INDEMNITY.

14.1 LESSEE HEREBY ASSUMES AND RELEASES AND WAIVES ANY RIGHT TO ASK FOR OR DEMAND DAMAGES FOR OR ON ACCOUNT OF, ANY LOSS OF OR DAMAGE TO PROPERTY OF LESSEE OR ANY PART THEREOF, INCLUDING LOSS OF OR INTERFERENCE WITH ANY USE OR SERVICE THEREOF, ON OR ABOUT THE PREMISES AND UPON ANY ACCESS DRIVEWAY PROVIDED UNDER SECTION 10, WHETHER CAUSED BY, ARISING OUT OF, OR RESULTING IN ANY MANNER FROM THE FAULT, FAILURE OR NEGLIGENCE OF LESSOR OR OTHERWISE.

To the extent allowed by law, job
14.2 LESSEE HEREBY ASSUMES AND RELEASES AND AGREES TO PROTECT, SAVE HARMLESS, DEFEND AND INDEMNIFY LESSOR FROM AND AGAINST: (1) ALL LOSS OF AND DAMAGE TO ANY PROPERTY WHATSOEVER, OTHER THEN SAID PROPERTY OF LESSEE, BUT INCLUDING PROPERTY OF LESSOR AND OF ALL OTHER PERSONS WHOMSOEVER, AND THE LOSS OF OR INTERFERENCE WITH ANY USE OR SERVICE THEREOF; (2) ALL LOSS AND DAMAGE ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, INCLUDING BUT NOT LIMITED TO EMPLOYEES AND PATRONS OF THE PARTIES HERETO AND ALL OTHER PERSONS WHOMSOEVER; AND (3) ALL CLAIMS AND LIABILITY FOR SUCH LOSS AND DAMAGE AND COST AND EXPENSE THEREOF; CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE FAULT, FAILURE OR NEGLIGENCE OF LESSOR OR OTHERWISE; PROVIDED HOWEVER, THE LESSEE SHALL NOT BE REQUIRED TO HOLD HARMLESS OR INDEMNIFY THE LESSOR FROM CLAIMS AND DEMANDS DIRECTLY CAUSED BY THE SOLE GROSS NEGLIGENCE OF THE LESSOR.

15. Lessor.

The term "LESSOR" as used in Section 14 hereof shall include any other company or companies whose property at the aforesaid location may be leased or operated by LESSOR.

16. Insurance.

Prior to commencement of occupation or use of the premises/track for activities provided herein, LESSEE, at its sole cost and expense, shall procure and shall maintain during continuance of this Lease Public Liability Insurance covering liability assumed by LESSEE under this Lease with a combined single limit of not less than Five Million (\$5,000,000.00) Dollars for personal injury and property damage per occurrence. LESSEE shall furnish LESSOR's Director Real Estate, 100 East First Street, Brewster, Ohio 44613 a certificate of insurance referring to this Lease by date, name of LESSOR, description of Lease and location covered. The certificate shall be endorsed to provide for thirty (30) days' notice to said Director Real Estate prior to termination of or change in the coverage

provided. If a higher limit of liability is required by LESSOR, LESSOR shall provide LESSEE written notice of the limit required and within thirty (30) days thereafter LESSEE shall provide revised certificate of insurance for the increased required limit. Furnishing of this insurance by LESSEE shall not limit LESSEE liability under this Lease but shall be additional security therefor.

17. Condemnation.

Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Lease, at the option of LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to LESSEE, except to the extent of any specific award from the governmental authority for improvements and/or facilities of LESSEE. LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Lease or LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

18. Successors and Assigns.

18.1 The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of LESSOR and the successors and assigns of LESSEE.

18.2 However, LESSEE shall not transfer, assign, encumber or sublet this lease or any part of the premises or any part of the premises or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate. This covenant shall also apply whether such sale or transfer is made voluntarily by LESSEE or involuntarily in any proceeding at law or in equity to which LESSEE may be a party whereby any of the rights, duties and obligations of LESSEE shall be sold, transferred, conveyed, encumbered, abrogated or in any manner altered, without the prior notice to and consent of LESSOR. In the event of any such unauthorized sale, transfer, assignment, sublease or encumbrance of this Lease, or any of the rights and privileges hereunder, LESSOR, at its option, may immediately terminate this Lease by giving LESSEE or any such assignee written notice of such termination and LESSOR may thereupon enter and retake possession of the premises.

18.3 It is expressly understood and agreed that in the event of any assignment for the benefit of creditors or in the event a petition in bankruptcy shall be filed by LESSEE, or if LESSEE shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of LESSEE or LESSEE's property shall be appointed in any suit or proceeding brought by or against LESSEE, and if at such time this Lease is in default by LESSEE, then and in such event LESSOR, at its option, may (1) terminate this Lease at the end of the following month by notice or (2) may request affirmance or rejection of this Lease under Section 365 of the Bankruptcy Act by giving LESSEE or any such assignee, trustee, or receiver written notice of such termination or demand for election. If LESSEE or such assignee, trustee or receiver fails to elect affirmance and fails to furnish adequate assurances of correction of existing debt and continued performance under the Lease, LESSOR may apply to the appropriate court for an order compelling removal of LESSEE. If LESSEE or such assignee, trustee or receiver shall reject this Lease, it shall vacate the premises as in Section 13 above. If LESSEE or such assignee, trustee or receiver shall affirm this Lease, it shall thereupon be bound by all terms hereof, including payment of all rentals from the date of LESSOR's notice of demand for election and remedies of LESSOR for nonpayment or other breach as hereinabove (including the provisions of this Section 18.1 and 18.2).

19. Severability.

It is understood and agreed that this Lease is executed by all parties under current interpretation of any and all applicable federal, state, county, municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and

severable status from each other separate division or combination thereof for the determination of legality so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained or any other combination thereof.

20. Breach or Waiver.

If under the provisions hereof LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of LESSOR's rights hereunder. No waiver by LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by LESSEE or receipt by LESSOR of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Lease. No re-entry by LESSOR after a breach shall be considered an acceptance of a surrender of the Lease.

21. Train Protection.

In case of any construction work which may be performed by the LESSEE at or near the LESSOR's tracks or facilities, the LESSEE agrees to notify LESSOR forty-eight (48) hours in advance and further agrees to pay the cost of such supervision or train protection as, in the sole discretion of the LESSOR, may be necessary or proper for the safe operation of trains.

22. Fencing.

In addition to the existing fence located on the east side of LESSOR's main track, the LESSOR may, when at its sole discretion it will feel it necessary, require the LESSEE to construct and maintain a suitable fence at the border line between the leased premises and the rest of the LESSOR's property, and that the place or places indicated by the LESSOR to this end; the LESSEE shall then perform said work at its own risk and expense, subject to the entire satisfaction of the LESSOR. Fencing constructed shall not be removed by LESSEE on the termination of this Agreement.

23. Snow and Ice Removal.

It is hereby understood and agreed that the LESSOR shall not at any time be responsible for the removal of snow and/or ice on or about the leased premises. Such snow and/or ice removal shall be at the sole risk and expense of the LESSEE and shall be performed in such a manner so as not to obstruct or interfere with any of the LESSOR's operations on or about the leased premises, including the LESSOR's own snow removal operations. In carrying out the foregoing, the LESSEE shall not plow, place, dump or deposit snow onto or upon the property of the LESSOR, nor shall the LESSEE permit nor tolerate any of the foregoing.

24. Fiber Optics.

It is the responsibility of the LESSEE to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the Railway's property and right-of-way. Any damage to or disruption of any fiber optic cable will be the sole responsibility of LESSEE, which will indemnify and hold harmless the Railway for any expenses resulting therefrom. Before any construction may commence, the following number, where applicable, must be called: **DIG SAFE 1-800-362-2764** provided that calling such number or numbers shall not release or otherwise diminish the remaining obligations of LESSEE hereunder.

25. Environmental Compliance.

25.1 LESSEE represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this lease is entered into, the condition of the premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water and air.

25.2 Without limiting any other provisions of this lease, LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air, and LESSEE agrees to indemnify, hold harmless and defend LESSOR from and against any and all suits, actions, proceedings, fines, or claims arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused by the fault of LESSOR.

25.3 Without limiting any other provision this lease, LESSOR shall have the right to enter and inspect the Premises in order to determine whether LESSEE is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the LESSOR shall be construed to relieve LESSEE of its obligations to comply with all such laws, rules or regulations.

26. Quiet Enjoyment.

Nothing herein contained shall imply or import a covenant on the part of LESSOR of quiet enjoyment.

27. Hold-Over Clause.

If LESSEE, with consent of LESSOR, holds over and remains in possession of demised premises after expiration of said term, this lease shall be considered as renewed and shall continue in effect from month to month upon the same terms and conditions as are herein contained until terminated by either party giving the other written notice of intention to terminate same in the manner herein provided and with like effect.

28. Notices.

Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to LESSOR:

**AKRON BARBERTON CLUSTER RAILWAY COMPANY
100 East First Street
Brewster, OH 44613**

As to LESSEE:

**CITY OF KENT
215 East Summit Street
Kent, Ohio 44240**

29. General Provisions.

29.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement.

29.2 This Agreement shall be governed by the laws of the State of Ohio.

29.3 As used in this Agreement, the words "ABC", "Industry", and "party" shall include the respective subsidiaries, directors, officers, agents, and employees of ABC and Industry.

29.4 This Agreement is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against ABC and Industry.

29.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

29.6 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, agreements or representations.

29.7 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

29.8 All words, terms, and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning in the railroad industry.

III. EXECUTION

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed, in duplicate as of the day and year first above written.

WITNESS:

WITNESS:

**AKRON BARBERTON CLUSTER RAILWAY
COMPANY**

By _____
Chairman & Chief Executive Officer

Date: _____

CITY OF KENT

Date: _____



CITY OF KENT, OHIO

DEPARTMENT OF FINANCE

To: Dave Ruller, City Manager

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

Date: October 27, 2011

Re: FY2011 Appropriation Amendments, Transfers, and Advances

The following appropriation amendments are hereby requested:

Fund 001 – General

Increase	\$ 6,700	Economic Development / Other - Funding for “Mini Loan” program to write off final losses and close-out program per Dan Smith memo dated 9/26/11.
Increase	\$ 6,000	Engineering / Personnel & Benefits - Funding for additional departmental overtime expenses related to downtown projects per Jim Bowling memo dated 10/24/11.
Increase	\$ 55,000	Law / Other (O&M) – Supplemental funding for outside legal expenses related to Ambulance billing collections and Downtown Development projects.
Increase	\$ 10,500	Land Banking / Other (O&M) – Supplemental funding for DKC City owned property expenses

Fund 201 – Water

Increase	\$ 6,000	Engineering / Personnel & Benefits - Funding for additional departmental overtime expenses related to downtown projects per Jim Bowling memo dated 10/24/11.
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Fund 202 – Sewer

Increase	\$ 6,000	Engineering / Personnel & Benefits - Funding for additional departmental overtime expenses related to downtown projects per Jim Bowling memo dated 10/24/11.
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Fund 208 – Storm Water

Increase	\$ 6,000	Engineering / Personnel & Benefits - Funding for additional departmental overtime expenses related to downtown projects per Jim Bowling memo dated 10/24/11.
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Fund 301 – Capital

Increase	\$ 11,000	Capital – Additional appropriation to fund replacement of 10 year old postage/mailing system for citywide use. Existing system software no longer supported for USPS changes to be effective January, 2012.
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CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: September 26, 2011

To: David Coffee, Finance Director
David Ruller, City Manager

From:  Dan Smith, Economic Development Director

Subject: Invoice from the KRBA Mini Loan Project
Loan Loss Fund- Final Payment

As you might recall from last February at Council, we encumbered \$10,000 to cover the Kent Mini Loan loan loss fund provision. The KRBA has sent me a final invoice to cover the loan loss funding and write offs with our local banking partners. When we discussed this program back in February, we were covering the bad debt up to the current time frame. Since the last invoice in July, the banks and the KRBA have decided to end the Kent Mini Loan program and write off the remaining loans.

As a refresher, The City of Kent, in conjunction with local banks (currently six and as many as eight) and the Kent Regional Business Alliance, had operated the Kent Mini Loan program to assist small businesses in making affordable credit available to existing and start-up businesses in the City of Kent, at lower than conventional interest rates. The program originated (original contact) in the fall of 1996. The program was amended on December 1, 2005 to realign the lenders. The banks included: First Merit, Sky Bank, First Place Bank, Key Bank, Portage Community Bank, Home Savings Bank and Huntington National Bank.

In accordance with the agreement, the original promissory note of \$250,000 was made available for loans on September 26, 1996. As part of the agreement, the City of Kent was to establish and maintain a security fund. All lending and loans were to be approved and reviewed by a committee of the lenders, KRBA and City representation, which has been the case. The agreements state that if the banks suffer a loss on a loan, the City shall be responsible for 10% of the balance of the loss. Summarizing the agreement, a loss exists with respect to a loan when judgment has been entered against all parties to the loan notes and any guarantees applicable to said loan and all collateral for said loan has been liquidated.

The attached invoice is in the amount of \$6,588.36 and also includes a reconciliation with breakdowns for each of the participating bank. Once again, this invoice represents the final payment of the contact as well as the end of the Kent Mini Loan program. For your review, I have included a final breakdown of the loans and the amounts being written off by each of the banking partners. Per our conversation, I am respectfully requesting we appropriate the funds required complete the terms of the contract by paying the attached invoice #606 from the KRBA.



Invoice

Date	Invoice #
6/24/2011	606

Bill To
City of Kent 215 East Summit Street Kent OH 44240

Description	Amount
City of Kent 10% Home Savings Bank Loan Loss Total Disbursed to Kent Mini Loan: \$60,103.18 Total Write off being requested to Home Savings Bank \$18,435.62	1,843.56
City of Kent 10% First Place Bank Loan Loss Total Disbursed to Kent Mini Loan: \$32,977.18 Total Write off being requested to First Place Bank \$27,396.27	2,739.63
City of Kent 10% Portage Community Bank Loan Loss Total Disbursed to Kent Mini Loan: \$22,977.14 Total Write off being requested to Portage Community Bank \$20,051.74	2,005.17
Total \$6,588.36	
Payments/Credits \$0.00	



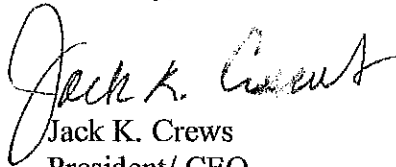
City of Kent
Dan Smith
215 East Summit Street
Kent, Ohio 44240

August 29, 2011

Dear Dan:

The enclosed invoice is the balance of the Loan Loss Remittance to the banks.
This will effectively close the Kent Mini- Loan Program.

Sincerely,


Jack K. Crews
President/ CEO
REGC

cc: Betty Sweda
Melissa McCoy

Kent Regional Business Alliance
211 East Summit Street, Kent, Ohio 44240
Phone: (330) 474-3595 Fax: (330) 677-2130
www.krba.biz



Kent Regional Business Alliance
"making your future."

Kent Regional Business Alliance

211 East Summit Street
 Kent, Ohio 44240
 Phone: (330) 474-3594
 Fax: (330) 677-2130

=====
 Closing of Kent Mini Loan
 Accounts. (22)

September 30, 2011
 100

Kent Mini Loan
 City of Kent

DESCRIPTION	AMOUNT
City of Kent 10% First Merit Bank Loan Loss Total Disbursed to Kent Mini Loan: \$60,103.18 Total Write off being requested to First Merit Bank \$34,277.04 Kent Mini Loan ID's M1004, M1003, M1001, M1002, M1005, M1006, M1007, M1008, M1010, M1011, M1267, M1271, M1009, M1282, M1283	\$3,427.70
City of Kent 10% Huntington Bank Loan Loss Total Disbursed to Kent Mini Loan: \$99,157.74 Total Write off being requested to Huntington Bank \$39,891.91 Kent Mini Loan ID's M1004, M1003, M1001, M1002, M1005, M1006, M1007, M1008, M1010, M1011, M1267, M1271, M1009, M1282, M1283	\$3,989.19
City of Kent 10% Key Bank Loan Loss Total Disbursed to Kent Mini Loan: \$60,103.18 Total Write off being requested to Key Bank \$20,516.05 Kent Mini Loan ID's M1004, M1003, M1001, M1002, M1005, M1006, M1007, M1008, M1010, M1011, M1267, M1271, M1009, M1282, M1283	\$2,051.61
City of Kent 10% Chase Bank Loan Loss Total Disbursed to Kent Mini Loan: \$37,125.99 Total Write off being requested to Chase Bank \$5,514.15 Kent Mini Loan ID's M1004, M1003, M1001, M1002, M1005, M1006, M1007, M1008, M1009	\$551.42
City of Kent 10% Home Savings Bank Loan Loss Total Disbursed to Kent Mini Loan: \$60,103.18 Total Write off being requested to Home Savings Bank \$18,435.62 Kent Mini Loan ID's M1004, M1003, M1001, M1002, M1005, M1006, M1007, M1008, M1010, M1011, M1267, M1271, M1009, M1282, M1283	\$1,843.56
City of Kent 10% First Place Bank Loan Loss Total Disbursed to Kent Mini Loan: \$32,977.18 Total Write off being requested to First Place Bank \$27,396.27 Kent Mini Loan ID's M1008, M1010, M1011, M1267, M1271, M1009, M1282, M1283	\$2,739.63
City of Kent 10% Portage Community Bank Loan Loss Total Disbursed to Kent Mini Loan: \$22,977.14 Total Write off being requested to Portage Community Bank \$20,051.74 Kent Mini Loan ID's M1010, M1011, M1267, M1271, M1282, M1283	\$2,005.17
	\$ 16,608.28
	0.00%
	-
	-
TOTAL	\$ 16,608.28

Make all checks payable to Kent Regional Business Alliance. If you have any questions concerning this invoice please contact us at (330) 474-3595

THANK YOU FOR YOUR BUSINESS!

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: David Coffee

FROM: Jim Bowling

DATE: October 24, 2011

RE: Engineering Division – Overtime Line

Dave,

I am requesting an additional \$24,000 in overtime funds for the engineering division to carry us through the last four months of 2011. The additional funds would be taken equally from the General, Storm, Sewer and Water funds (\$6,000 each).

The engineering division is critical in carrying through the downtown redevelopment plans. We have determined in the past that additional staff for the division is not feasible in the long term. We also are progressing with the downtown using as few consultants as possible to hold down costs to the City. The above direction has put a large demand on the engineering division and significant overtime was, is and will continue to be required. I anticipate that a heightened level of overtime will be required from now till winter 2013.

Please let me know if you have any questions on the above request.

C: Gene Roberts
Dave Ruller



CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: October 21, 2011

To: David Ruller, City Manager

From: ^{DS} Dan Smith, Economic Development Director

Subject: Semi-annual EDA Revolving Loan Fund Certification

The EDA guidelines for compliance in administering our revolving loan fund require semi-annual certification. Our RLF 2 (EDA funded) requires both the RLF Committee and City council to confirm that the City is operating the program in accordance to our plan and program guidelines. Given staff guidance and committee review that loan activities are being administered in accordance with RLF/EDA guidelines, the RLF committee voted to approve certification at the October committee meeting. As before, City Council needs to do the same for us to be in compliance.

I am respectfully requesting time on the November Council agenda to seek approval for the semi-annual certification.

A RESOLUTION CERTIFYING THAT THE CITY'S REVOLVING LOAN PLAN IS CONSISTENT WITH AND SUPPORTIVE OF THE AREA'S ECONOMIC DEVELOPMENT ADJUSTMENT STRATEGY AND IS BEING OPERATED IN ACCORDANCE WITH THE POLICIES AND PROCEDURES CONTAINED IN THE REVOLVING LOAN PLAN AND THAT THE LOAN PORTFOLIO MEETS THE STANDARDS CONTAINED WITHIN SAID PLAN AND DECLARING AN EMERGENCY.



CITY OF KENT, OHIO

DEPARTMENT OF LAW

**TO: KENT CITY COUNCIL
DAVE RULLER, CITY MANAGER**

FROM: JAMES R. SILVER *JRS*

DATE: OCTOBER 28, 2011

RE: SECOND HAND DEALERS

City staff is preparing changes to the City's "Junk Dealer" ordinance found in Chapter 737 of the Kent Code. The changes are being proposed due to incidents where stolen goods have been purchased by second hand dealers.

There is currently no way to track what second hand dealers take into their shops, nor can the police determine who has sold the items to the second hand dealers. As economic times get tougher, this problem will only get worse.

The attached proposed ordinance revisions will help greatly in the accountability of second hand dealers within the City. Staff would ask that the amended ordinance be adopted.

ORDINANCE NO. 2011-

AN ORDINANCE AMENDING THE JUNK DEALERS CHAPTER 737 OF THE KENT CODIFIED ORDINANCES TO COVER "SECOND HAND" DEALERS.

WHEREAS, the City of Kent wishes to amend the Junk Dealers Chapter 737; and

WHEREAS, the City of Kent wishes to preserve and protect the property of the citizens of the City; and

WHEREAS, the City of Kent wishes to prevent the transfer of stolen property and the melting of stolen metals; and

WHEREAS, the City of Kent wishes to preserve and protect the health, welfare and safety of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least a majority of all members elected thereto concurring:

SECTION 1. The Council does hereby accept the amendment to Chapter 737 currently entitled Junk Dealers of the Codified Ordinances of the City of Kent as shown on Exhibit "A", attached hereto and made a part hereof.

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

SECTION 3. That this Ordinance shall take effect and be in force from and after the earliest date allowed by law.

PASSED: _____
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2011-____ was duly enacted this _____ day of _____, 2011, by the Council of the City of Kent, Ohio

CLERK OF COUNCIL

EXHIBIT "A"

CHAPTER 737 SECOND HAND DEALERS

737.01 Definition.	737.07 Appeal of license revocation.
737.02 License required.	737.08 Records of transactions.
737.03 License application requirements; Renewal; late fee	737.09 Report of second-hand dealer.
737.04 License transfer; display.	737.10 Possession for thirty days by secondhand dealer.
737.05 Change in ownership, interest, or employees.	737.11 Use of fictitious name or address
737.051 Identification of employee(s).	737.12 Purchases prohibited.
737.06 License revocation.	737.13 Exemptions.
	737.99 Penalty.

CROSS REFERENCES

737.01 DEFINITION.

- (a) "Swap Shop" means any person, firm or corporation and or dealer in second-hand articles for purposes of this chapter if that person, firm or corporation engages in the purchase, sale, exchange or receipt of second-hand articles of whatever nature. This definition specifically includes any person, firm or corporation that deals in the purchase, sale, exchange or receipt of used or second-hand articles taken as trade-ins.
- (b) "Person" means any individual, partnership, corporation, association or other organized or united group, or entity and includes the personal responsibility of every officer or director of a corporation.
- (c) "Second-hand" means that which has been used or which has been previously traded or sold by a retailer; something which is not new.
- (d) "Sell or Selling" for purposes of this chapter includes delivery, barter, exchange, gift or offer thereof.
- (e) "Employee" for the purpose of this chapter includes any person who assists in the furtherance of the business enterprise for which the license is issued at the location for which the license is issued whether for pay or otherwise. The term "employee" shall also include any person who at a given time reasonably appears to be conducting the business of the licensee.

737.02 LICENSE REQUIRED.

(a) No person shall purchase, exchange, trade, sell or receive second-hand articles or engage in the business of purchasing, exchanging, trading, selling or receiving second-hand articles without first obtaining a swap shop/second-hand dealer's license from the City Manager or his/her designee. The fees for such license shall be two hundred dollars (\$200.00) per annum renewable in January of each year. License fees shall be prorated based upon the number of months remaining in the year for licenses purchased after January 31, in any year. The license shall contain the name under which the business is to be conducted and the location where the business is to be conducted.

(b) No person shall engage in the business of purchasing, selling or exchanging second-hand precious stones or any second-hand manufactured article composed wholly or in part of gold, silver, platinum or other precious metal or gold or silver coins for selling or otherwise using the same, or in the business of purchasing, selling or exchanging old gold, silver or platinum for the purpose of melting or refining unless first duly licensed as provided in this chapter.

(c) Except as otherwise set forth in Section 737.03(f) of this chapter, it shall also constitute a violation of this section to purchase, exchange, trade, sell or receive second-hand articles or engage in the business of purchasing, exchanging, trading, selling or receiving second-hand articles possessing only an expired license, or during any period in which the license is suspended or revoked.

737.03 LICENSE APPLICATION REQUIREMENTS; RENEWAL; LATE FEE.

(a) Every applicant for a license shall have reached twenty-one (21) years of age prior to making application in writing to the Chief of Police, which application shall set forth the name under which the business is to be conducted, the name, address and social security number of every person owning or having an interest in the business, the name, address and social security number of each officer and director of the corporation if the applicant is a corporation, the name, address and social security number of any person to be employed in the business, the location where the business is to be conducted, and the type of articles to be purchased, sold, or exchanged. The application must be made by the person who is to conduct the business.

(b) At the applicant's expense, the applicant must present a certified copy of his/her criminal record and that of each employee from each court of record in Portage County, Ohio and if the applicant or an employee does not reside in Portage County, Ohio, a certified copy of his/her criminal record from each court of record in the county in which he/she resides in addition to the records of Portage County.

(c) No license shall be issued to any applicant if the applicant, any of the persons owning or having an interest in the business, any corporate officer or director, or any employee of the business has been convicted of any felony or any crime involving fraud, theft, receiving or possessing stolen property, or any violation of the provisions of this chapter or any reasonably comparable provision of state law or municipal ordinance in the ten (10) years immediately preceding the date of the license application. Upon receipt of positive recommendation from the Chief of Police or his/her designee, and payment of the license fee, the City Manager or his/her designee shall issue the swap shop/second hand dealer's license. At the same time, the City Manager or his/her designee shall issue the swap shop/second-hand dealer's employee(s) the identification required by Section 737.051.

(d) The renewal procedure shall be the same as that for the original licensure.

(e) Any licensee who wishes to renew the swap shop/second-hand dealer's license but who fails to do so on or before the thirty-first (31st) day of January of each calendar year shall reapply for licensure in the same manner and pursuant to the same requirements as for initial licensure, unless the licensee, on or before the twenty-eighth (28th) day of February of the calendar year pays a late renewal penalty of one hundred dollars (\$100.00) in addition to the regular renewal fee.

(f) Any licensee who fails to renew the license on or before the twenty-eighth (28th) day of February is prohibited from acting as a swap shop/second-hand dealer until the license is renewed or a new license is issued under this section. Any licensee who renews a license between the first (1st) day of March and the thirty-first (31st) day of December is not relieved from complying with this section. The City Manager or his/her designee may refuse to issue to or renew the license of any licensee who violates this section.

737.04 LICENSE TRANSFER; DISPLAY.

(a) Licenses issued under this chapter shall not be transferable to any person, partnership, corporation, or other entity and the business may be conducted only at the location for which the license is issued.

(b) No licensee shall transact or solicit swap-shop or second-hand business under any name other than that contained in his license or at any location other than the address or addresses stated in the license.

(c) No licensee may move his business location within this Municipality without submitting, at least thirty (30) days prior thereto, notification to the Chief of Police or his/her designee, and until such licensee has obtained a newly issued license for the new location pursuant to Section 737.03.

737.05 CHANGE IN OWNERSHIP, INTEREST, OR EMPLOYEES.

(a) Every licensee, under the provisions of this chapter, shall inform the City Manager or his/her designee in writing, within five (5) days of any change in persons owning or having an interest in the business, or corporate officer or director, or person employed in the business.

737.051 IDENTIFICATION OF EMPLOYEE(S).

(a) Licensee shall provide to the Chief of Police the name, address and date of birth of every employee of a licensee. Said information must be supplied within three (3) days of employees hire.

737.06 LICENSE REVOCATION.

(a) The conviction of any licensee, the conviction of any person owning or having an interest in the business, the corporate officer or director of a corporation, or any employee of a business licensed under this chapter, for any felony or any crime involving fraud, theft, receiving or possessing stolen property or for violation of any provision of this chapter shall constitute grounds for immediate revocation or suspension by the City Manager or his/her designee of the license issued to such business. If the license is revoked, the swap shop/second-hand dealer shall

immediately cease doing business, return to the Chief of Police all licenses and forfeit the unused portion of the license fee.

737.07 APPEAL OF LICENSE REVOCATION

(a) In the event that the City Manager or his/her designee revokes any license, the licensee may within ten (10) days, appeal such revocation to the Board of Review. The notice of appeal must be in writing. The Board of Review shall consist of three (3) persons appointed by the City Manager or his/her designee. The decision of the Board of Review shall be final. The Board shall have sixty (60) days after a hearing, to issue a decision.

737.08 RECORDS OF TRANSACTIONS.

All swap shop/second-hand dealers shall:

(a) Keep accurate daily records of all transactions in second-hand articles on forms available from the Chief of Police, which forms must be entirely and legibly completed in hand printing or typewritten and signed by the second-hand dealer. Information provided on the forms must include all brand names, dates, serial numbers, model numbers, words or initials inscribed on the property, the amount of money given or received for the merchandise and the name, date of birth, address and motor vehicle operator's license number or state identification card number of the person from whom the articles were received by the swap shop/second-hand dealer or to whom the articles were sold by the swap shop/second-hand dealer.

(b) Require valid identification from all persons with or from whom the swap shop/second-hand dealer purchases, exchanges, trades, sales or receives second-hand articles.

(c) Return the completed forms to the Chief of Police before 4:01 p.m. of every Monday which is not a holiday after the transaction. When a Monday is a holiday, the forms must be turned in by 4:01 p.m. on the following Tuesday. A true and accurate copy of each of these forms must be retained by the swap shop/second-hand dealer for a period of at least two (2) years.

(d) Retain all second-hand articles which the swap shop/second-hand dealer obtains by purchase, exchange, trade or receiving for a period of not less than thirty (30) days, not including Saturdays, Sundays or holidays after the forms described in this section are returned to the Chief of Police in accordance with subsection (c) hereof. Such second-hand articles shall be maintained in the same condition in which they were obtained by the second-hand dealer during such thirty (30) day period. All second-hand articles and purchased items shall be kept only at the licensed location, and out of sight of the viewing public and customers of the licensee until the expiration of the thirty (30) day period set forth in this subsection.

(e) Keep and use an intelligible set of books and records in the English language in complying with this section with respect to recording the details of each purchase, exchange, trade, receiving or sale. All information required to be recorded by such section shall be entered in a bound book or on loose-leaf, permanent forms used exclusively for that purpose. Forms shall be identical and consecutively numbered, bearing the date upon which any transaction occurred. All books, forms, accounts, records, etc., shall be kept at the licensed location.

(f) Preserve his books, forms, accounts, and records for at least two (2) years after making the final entry regarding any transaction therein.

All books, forms, accounts, and records, and all other sources of information with regard to the business of the licensee, shall at all times be available for inspection by the Kent Chief of Police or the Chief's designee for the purpose of assuring that the business of the licensee is being transacted in accordance with law.

Other methods of recording data, keeping records and keeping books, such as electronic or computerized methods, may be used in lieu of the methods described in this section, provided written printouts or hard copies of the required data are readily available in a form approved, in advance, by the Chief of Police.

The requirements of this section shall apply to any transaction of second hand goods, undertaken by a swap shop/second-hand dealer, even if the transaction is to or from another swap shop/second-hand dealer.

737.09 REPORT OF SECOND-HAND DEALER

Every licensed second-hand dealer shall on every weekday make out a report of every transaction of second-hand goods, on a form furnished by the Police Department. The form shall list all the pertinent information needed regarding the items being purchased by the second hand dealer and the person or persons selling the item to the second hand dealer.

The above report shall be furnished to the Police Department by 4:01 p.m. of the following Monday. It shall include a copy of the Seller's driver's license or photograph identification card.

A legible and correct copy of the form shall be required to be kept by the second-hand dealer, containing all the particulars of all the second hand articles obtained on the preceding week, and the dealer shall deliver the original filled form(s) to the Chief of Police or his/her authorized representative, properly completed by the seller/customer in accordance with the provisions of Section 737.08 or the form shall, if the Chief of Police so elects, be mailed to such address as the Chief of Police may in writing by his/her designate or the Detective Bureau may pick up same.

737.10 POSSESSION FOR THIRTY DAYS BY SECONDHAND DEALER

(a) No person licensed as a second-hand dealer shall sell or remove from his place of business any second-hand goods, articles or things sold to him until the same shall have been in his possession at least thirty (30) days.

737.11 USE OF FICTITIOUS NAME OR ADDRESS

(a) No person who sells, exchanges or trades a second-hand article to or purchases from a swap shop/second-hand dealer shall knowingly give false information or false identification required under this chapter to the swap shop/second-hand dealer.

(b) No swap shop/second-hand dealer shall purchase, exchange, trade, receive or sell any second-hand article from a seller who fails to provide identification or information required under this chapter.

737.12 PURCHASES PROHIBITED.

(a) No swap shop/second-hand dealer shall knowingly purchase, exchange, trade, sell or receive any articles from any minor, from any person who is at the time intoxicated or under the

influence of a controlled substance, from any person who is known or believed by the licensee to be a thief or a receiver of stolen property, or from any person identified in writing to the licensee by any law enforcement officer as a known or suspected thief or receiver of stolen property.

(b) No swap shop/second-hand dealer shall purchase, exchange, trade, sell or receive any articles between the hours of 9:00 p.m. and 8:00 a.m.

(c) Every licensee shall post at the main door of the licensee's place of business the hours or times when the establishment is open for business. No licensee shall purchase, exchange, trade, sell, or receive second-hand articles or engage in the business of purchasing, exchanging, trading, selling or receiving second-hand articles during any time other than any regular business day that the establishment is open for business as posted.

(d) No licensee shall fail to observe the posted hours of operation pursuant to division (c) of this section.

737.13 EXEMPTIONS.

The provisions of this chapter shall not apply to any person:

(a) Conducting a garage sale, lawn sale, yard sale, or basement sale at or within reasonable proximity of his/her garage, lawn, yard, or basement;

(b) Who is engaged in the sale of motor vehicle(s);

(c) Who deals exclusively in books;

(d) Conducting a charitable rummage sale, book sale and the like or a charitable thrift store, the entire proceeds of such sale or store which will be contributed to a charitable organization;

(e) Who deals exclusively in antiques;

(f) Who operates a consignment shop;

(g) Who operates a junkyard;

(h) Who deals exclusively in second-hand furniture;

(i) Who deals exclusively in second-hand clothing; or

(j) Conducting an estate sale or auction.

737.99 PENALTY.

(a) Whoever violates Section 737.02 shall be guilty of a first degree misdemeanor and shall be punished as defined in Section 501.99 of the General Offenses Code.

(b) Whoever violates Sections 737.08, 737.09, 737.10, 737.11, or 737.12 shall be guilty of a third degree misdemeanor for the first offense and shall be guilty of a first degree misdemeanor for subsequent violations occurring within five years and shall be punished as defined in Section 501.99 of the General Offenses Code. In addition to any other penalty permitted by law, if an

offender is convicted of a first degree misdemeanor as provided in this subsection, the court shall impose a suspension of the swap shop/second-hand dealer's license for a period of not less than sixty (60) nor more than one hundred eighty (180) days.

(c) Whoever violates Sections 737.04, 737.05, or 737.051 shall be guilty of a fourth degree misdemeanor and shall be punished as defined in Section 501.99 of the General Offenses Code.

d) A separate offense shall be deemed committed upon each day during or on which the violation occurs or continues.

**City of Kent
Income Tax Division**

September 30, 2011

Income Tax Receipts Comparisons - RESTATED - (NET of Refunds)

Monthly Receipts

Total receipts for the month of September, 2011	\$825,343
Total receipts for the month of September, 2010	\$762,176
Total receipts for the month of September, 2009	\$729,239

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 September 30, 2011	\$8,094,331	77.09%
Total receipts January 1 through September 30, 2010	\$7,706,188	73.72%
Total receipts January 1 through September 30, 2009	\$7,922,260	75.58%

Year-to-date Receipts Through September 30, 2011 - 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>
2011	\$ 10,500,000	\$ 10,500,000	\$ 8,094,331	77.09%	22.91%

Comparisons of Total Annual Receipts for Previous Five Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2006	\$ 10,151,202	-0.36%
2007	\$ 10,540,992	3.84%
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%

Submitted by



Director of Budget and Finance

2011 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
as of Month Ended September 30, 2011

Monthly Receipts				Comparisons	
Month	2009	2010	2011	Amount	Percent Change
January	\$ 731,968	\$ 952,296	\$ 1,026,357	\$ 74,061	7.78%
February	1,083,705	785,233	788,986	3,753	0.48%
March	845,720	809,613	823,680	14,067	1.74%
April	993,055	1,026,687	1,057,137	30,450	2.97%
May	988,003	877,364	1,006,438	129,074	14.71%
June	867,634	798,635	844,726	46,091	5.77%
July	824,083	828,960	848,105	19,145	2.31%
August	858,853	865,224	873,559	8,335	0.96%
September	729,239	762,176	825,343	63,167	8.29%
October	886,840	961,274			
November	820,876	880,655			
December	852,239	904,915			
Totals	\$ 10,482,215	\$ 10,453,032	\$ 8,094,331		

Year-to-Date Receipts				Comparisons	
Month	2009	2010	2011	Amount	Percent Change
January	\$ 731,968	\$ 952,296	\$ 1,026,357	\$ 74,061	7.78%
February	1,815,673	1,737,529	1,815,343	77,814	4.48%
March	2,661,393	2,547,142	2,639,023	91,881	3.61%
April	3,654,448	3,573,829	3,696,160	122,331	3.42%
May	4,642,451	4,451,193	4,702,598	251,405	5.65%
June	5,510,085	5,249,828	5,547,324	297,496	5.67%
July	6,334,168	6,078,788	6,395,429	316,641	5.21%
August	7,193,021	6,944,012	7,268,988	324,976	4.68%
September	7,922,260	7,706,188	8,094,331	388,143	5.04%
October	8,809,100	8,667,462			
November	9,629,976	9,548,117			
December	10,482,215	10,453,032			
Totals	\$ 10,482,215	\$ 10,453,032			

2011 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended September 30, 2011

Monthly Receipts				Comparisons	
Month	2009	2010	2011	Amount	Percent Change
January	\$ 344,562	\$ 422,779	\$ 406,862	\$ (15,917)	-3.76%
February	346,921	328,502	336,710	8,208	2.50%
March	344,275	349,936	362,390	12,454	3.56%
April	346,865	350,591	357,231	6,640	1.89%
May	340,901	348,819	354,925	6,106	1.75%
June	335,596	345,261	349,038	3,777	1.09%
July	320,155	334,650	337,910	3,260	0.97%
August	366,601	381,241	370,933	(10,308)	-2.70%
September	287,150	291,775	298,038	6,263	2.15%
October	348,108	370,956			
November	353,917	370,551			
December	355,737	372,404			
Totals	\$ 4,090,788	\$ 4,267,465	\$ 3,174,035		

Year-to-Date Receipts				Comparisons	
Month	2009	2010	2011	Amount	Percent Change
January	\$ 344,562	\$ 422,779	\$ 406,862	\$ (15,917)	-3.76%
February	691,483	751,281	743,572	(7,709)	-1.03%
March	1,035,758	1,101,217	1,105,962	4,745	0.43%
April	1,382,623	1,451,808	1,463,193	11,385	0.78%
May	1,723,524	1,800,627	1,818,117	17,490	0.97%
June	2,059,120	2,145,888	2,167,155	21,267	0.99%
July	2,379,275	2,480,538	2,505,065	24,527	0.99%
August	2,745,876	2,861,779	2,875,997	14,218	0.50%
September	3,033,026	3,153,554	3,174,035	20,481	0.65%
October	3,381,134	3,524,510			
November	3,735,051	3,895,061			
December	4,090,788	4,267,465			
Totals	\$ 4,090,788	\$ 4,267,465			

2011 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended September 30, 2011

Comparisons of Total Annual Receipts for Previous Five Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change</u>
2006	\$ 3,542,080	2.59%
2007	\$ 3,707,931	4.68%
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT Building Services Division

To: Dave Ruller
City Manager

From: Bridget Susel
Acting Community Development Director *B.S.*

Date: October 25, 2011

RE: Monthly Permit and Zoning Complaint Report – September 2011

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

BUILDING PERMIT REPORT SUMMARY (KCO 147-04) - SEPTEMBER 2011

<u>Permit Type</u>	<u># Approved</u>	<u>Current YTD</u>	<u>Previous YTD</u>
Building	33	138	122
Electric	38	133	88
HVAC	21	88	74
Plumbing	23	74	62
Engineering	23	60	45
Subdivisions	0	4	10
Zoning	4	39	79
Total:	142	536	480

<u>Permit Type</u>	<u>Account Code</u>	<u>Fees Collected</u>	<u>Current YTD</u>	<u>Previous YTD</u>
Park Fee	10633513	139,950.00	220,290.00	1,054.00
Building Reviews	00135201	9,292.50	22,974.00	9,525.00
Building	00135201	10,719.44	41,109.59	7,013.69
Electric	00135202	1,568.75	6,080.03	3,621.00
HVAC	00135204	835.97	3,895.97	3,768.00
Plumbing	20235203	880.00	4,197.00	2,999.01
Subtotal:		\$163,246.66	\$298,546.59	\$27,980.70

State 1% Fee	80436362	12.80	106.95	92.01
State 3% Fee	80436362	915.63	1,330.66	246.12
Demolition Bond	80436313	0.00	3,479.00	305.00
Electrical Registration	00135206	300.00	1,550.00	1,225.00
Plumbing Registration	00135207	300.00	1,787.50	1,375.00
HVAC Registration	00135208	250.00	1,087.50	1,275.00
Zoning	00135301	600.00	4,406.06	2,531.05
Fence Permits	00135301	0.00	938.28	420.00
Signs	00135313	45.00	730.00	950.00
Civil Infraction Fines	00135106	100.00	500.00	200.00
Board Applications	00135302	300.00	2,450.00	2,250.00
Postage	10405400132	0.00	1,822.04	2,220.72
Miscellaneous	00135406	39.00	850.79	1,426.48
Sewer Permits	20235316	75.00	768.34	250.00
Sewer Utilization	20233604	80,827.00	154,100.00	8,384.00
Sewer Disconnect	20235406	0.00	32,303.00	0.00
Storm Sewer	20833604	100.00	425.00	425.00
Street Excavation	00135317	40.00	700.00	880.00
Water Meters	20133604	4,758.00	8,309.00	4,414.00
Water Permit	20133604	25.00	831.25	287.50
Water Utilization	20133604	33,935.00	64,712.50	3,795.00
Water Disconnect	20135406	0.00	16,990.00	0.00
Chlorination	20133604	2,250.00	6,300.00	742.50
Waterline Const/Frontage	20133604	0.00	5,039.26	1,921.61
Street Exc. Bond	80436341	1,000.00	11,921.61	12,000.00
Subdivision Bond	80436312	0.00	36,456.40	9,737.35
Fire Escrow Deposit	80436331	0.00	10,000.00	10,000.00
Site Plan Construction	00135317	0.00	20,567.55	7,265.59
Plan Review	00135317	0.00	22,496.55	7,265.59
Improvement Inspection	00135317	0.00	11,574.00	0.00
Grading Permits	00135317	53.00	11,031.60	0.00
Plat Review/Lot Split	00135317	0.00	80.00	240.00
Redevelopment Fee		59,600.00	n/a	n/a
Subtotal:		\$185,525.43	\$435,644.84	\$82,124.52
Grand Total:		\$348,772.09	\$734,191.43	\$110,105.22

Permit Payments Listing by Jurisdiction

From: 9/1/11 To: 9/30/11

Value Fee BBS Total

Existing Commercial

Kent

EC-2011-08-10	LAZIZA TENANT BUILD OUT #101	9/22/2011				
	CONSTRUCT TENANT BUILD OUT FOR LAZIZA CAFE		\$250,000.00	\$584.45	\$0.00	\$594.11
	195 E ERIE ST					
EC-2011-08-2	AUTO ZONE POLE SIGN	9/8/2011				
	RE-LOCATE POLE SIGN FOR AUTO ZONE		\$0.00	\$350.00	\$0.00	\$351.50
	1650 E MAIN ST					
EC-2011-08-5	TREE CITY COFFEE REVIEW FEE	9/8/2011				
			\$0.00	\$75.00	\$0.00	\$75.00
	135 E ERIE ST					
EC-2011-08-7	WILD EARTH REVIEW FEES #100	9/8/2011				
	REVIEW FEES		\$0.00	\$37.50	\$0.00	\$37.50
	175 E ERIE ST					
EC-2011-08-9	SIGN FOR ESCOTT	9/15/2011				
	CONSTRUCT NEW SIGN		\$0.00	\$75.00	\$0.00	\$76.50
	628 S WATER ST					
	<u>Total for Kent</u>		\$250,000.00	\$1,121.95		\$1,134.61
	<u>Total for Existing Commercial Permits</u>		\$250,000.00	\$1,121.95		\$1,134.61

Electric, Commercial

Kent

ELC-2011-08-3	ELECT, POLE SIGN	9/9/2011				
	INSTALL ELECTRIC FOR POLE SIGN		\$0.00	\$50.50	\$0.00	\$52.02
	1650 E MAIN ST					
ELC-2011-08-4	ELECT, BALCONY LIGHTING	9/16/2011				
	INSTALL ELECTRIC FOR NEW BALCONIES		\$0.00	\$150.00	\$0.00	\$154.50
	250 S RIVER ST					
ELC-2011-08-5	ELECT, LAZIZA	9/21/2011				
	INSTALL ELECTRIC FOR LAZIZA		\$0.00	\$148.50	\$0.00	\$152.96
	195 E ERIE ST					
	<u>Total for Kent</u>		\$0.00	\$349.00		\$359.48
	<u>Total for Electric, Commercial Permits</u>		\$0.00	\$349.00		\$359.48

Electric, Residential

Kent

ELR-2011-08-2	ELECT, NEW RESIDENCE	9/8/2011				
	INSTALL ELECTRIC FOR NEW RESIDENCE		\$0.00	\$50.00	\$0.00	\$50.50
	527 FAIRCHILD AVE					

Permit Payments Listing by Jurisdiction

From: 9/1/11 To: 9/30/11

Value Fee BBS Total

Electric, Residential

Kent

ELR-2011-08-3	ELECT, ADDITION	9/8/2011				
INSTALL ELECTRI IN ADDITION			\$.00	\$32.50	\$.00	\$32.83
1006 FAIRCHILD AVE						
	<u>Total for Kent</u>		\$.00	\$82.50		\$83.33
	<u>Total for Electric, Residential Permits</u>		\$.00	\$82.50		\$83.33

Engineering, Residential

Kent

ENGR-2011-08-1	IRRIGATION METER	9/9/2011				
IRRIGATION METER			\$.00	\$205.00	\$.00	\$205.00
704 RIVER BEND BLVD						
	<u>Total for Kent</u>		\$.00	\$205.00		\$205.00
	<u>Total for Engineering, Residential Permits</u>		\$.00	\$205.00		\$205.00

Existing Residential

Kent

ER-2011-08-1	FIRE REPAIR - PERMIT RENEWAL	9/15/2011				
PERMIT RENEWAL			\$.00	\$130.00	\$.00	\$131.30
492 LAUREL						
	<u>Total for Kent</u>		\$.00	\$130.00		\$131.30
	<u>Total for Existing Residential Permits</u>		\$.00	\$130.00		\$131.30

Heating, Commercial

Kent

HVACC-2011-08-3	HVAC, SHELL	9/23/2011				
INSTALL HVAC FOR COMMON AREAS			\$.00	\$75.97	\$.00	\$78.25
195 E ERIE ST						
175 E ERIE ST						
135 E ERIE ST						
HVACC-2011-08-4	HVAC, POPPED #200	9/23/2011				
INSTALL HVAC FOR POPPED, SUITE #200			\$.00	\$75.00	\$.00	\$77.25
175 E ERIE ST						
HVACC-2011-08-5	HVAC, ZOUPWERKS #101	9/23/2011				
INSTALL HVAC FOR ZOUPWERKS, SUITE 101			\$.00	\$85.00	\$.00	\$87.55
135 E ERIE ST						
HVACC-2011-08-6	HVAC, TENANT SPACE #201	9/23/2011				
INSTALL HVAC FOR TENANT SPACE #201			\$.00	\$75.00	\$.00	\$77.25
175 E ERIE ST						

Permit Payments Listing by Jurisdiction

From: 9/1/11 To: 9/30/11

			Value	Fee	BBS	Total
Heating, Commercial						
Kent						
HVACC-2011-08-7	HVAC, ROOFTOP UNIT	9/23/2011				
INSTALL ROOFTOP UNIT			\$.00	\$65.00	\$.00	\$66.95
2151 MOGADORE RD						
HVACC-2011-08-8	HVAC, LAZIZA	9/29/2011				
INSTALL HVAC FOR LAZIZA #101			\$.00	\$360.00	\$.00	\$365.40
195 E ERIE ST						
	<u>Total for Kent</u>		\$.00	\$735.97		\$752.65
	<u>Total for Heating, Commercial Permits</u>		\$.00	\$735.97		\$752.65

Heating, Residential

Kent						
HVACR-2011-08-1	HVAC, NEW RESIDENCE	9/21/2011				
INSTALL HVAC FOR NEW RESIDENCE			\$.00	\$50.00	\$.00	\$50.50
527 FAIRCHILD AVE						
	<u>Total for Kent</u>		\$.00	\$50.00		\$50.50
	<u>Total for Heating, Residential Permits</u>		\$.00	\$50.00		\$50.50

New Commercial

Kent						
NC-2011-08-4	FIRE ALARM FOR SHELL	9/20/2011				
INSTALL FIRE ALARM FOR SHELL			\$.00	\$330.00	\$.00	\$330.90
195 E ERIE ST						
175 E ERIE ST						
135 E ERIE ST						
	<u>Total for Kent</u>		\$.00	\$330.00		\$330.90
	<u>Total for New Commercial Permits</u>		\$.00	\$330.00		\$330.90

Plumbing, Commercial

Kent						
PC-2011-08-6	PLUMB, ESCOTT ADDITION	9/9/2011				
PLUMB ADDITION FOR ESCOTT			\$.00	\$94.00	\$.00	\$96.82
628 S WATER ST						
PC-2011-08-7	PLUMB, LAZIZA #101	9/22/2011				
PLUMB LAZIZA SUITE 101			\$.00	\$154.00	\$.00	\$158.62
195 E ERIE ST						
	<u>Total for Kent</u>		\$.00	\$248.00		\$255.44
	<u>Total for Plumbing, Commercial Permits</u>		\$.00	\$248.00		\$255.44

Plumbing, Residential

Permit Payments Listing by Jurisdiction

From: 9/1/11 To: 9/30/11

		Value	Fee	BBS	Total
Kent					
PR-2011-08-1	PLUMB, NEW RESIDENCE	9/19/2011			
	PLUMB NEW RESIDENCE		\$50.00	\$0.00	\$50.50
	527 FAIRCHILD AVE				
PR-2011-08-2	PLUMB, SPRINKLER METER	9/19/2011			
	PLUMB FOR SPRINKLER METER		\$39.00	\$0.00	\$39.39
	704 RIVER BEND BLVD				
PR-2011-08-3	PLUMB, HOSE BIB CONNECTION	9/14/2011			
	PLUMB HOSE BIB CONNECTION		\$35.00	\$0.00	\$35.35
	492 LAUREL DR				
	<u>Total for Kent</u>	\$0.00	\$124.00		\$125.24
	<u>Total for Plumbing, Residential Permits</u>	\$0.00	\$124.00		\$125.24
	Total for all permit types:	\$250,000.00	\$3,376.42		\$3,428.45

Monthly Building Report

Run Date: 10/21/2011 9:48:02 AM

Architectural Review Board (ARB) Case

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
110 E MAIN	\$50.00	\$50.00	\$50.00	9/30/2011	Certificate of Appropriateness Modification
	Total \$50	Total \$50	1		0

Board of Zoning Appeals (BZA) Case

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1701 ATHENA DRIVE	\$50.00	\$50.00	\$50.00	9/22/2011	Board of Zoning Appeals Application
747 GROVE AVE	\$50.00	\$50.00	\$50.00	9/19/2011	Board of Zoning Appeals Application
830 NORTH MANTUA STREET	\$50.00	\$50.00	\$50.00	9/22/2011	Board of Zoning Appeals Application
	Total \$150	Total \$150	3		0

Electrical Permit - Commercial

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1050 W MAIN	\$14.52	\$14.52	\$14.52	9/22/2011	3% State Surcharge (commercial)
1050 W MAIN	\$484.00	\$484.00	\$484.00	9/22/2011	EC Electrical Permit
1050 W MAIN	\$0.75	\$0.75	\$0.75	9/22/2011	3% State Surcharge (commercial)
1050 W MAIN	\$25.00	\$25.00	\$25.00	9/22/2011	EC Electric Service Only - Temporary or Permanent
132 W SCHOOL	\$1.60	\$1.60	\$1.60	9/13/2011	3% State Surcharge (commercial)
132 W SCHOOL	\$53.50	\$53.50	\$53.50	9/13/2011	EC Electrical Permit
335 E SUMMIT	\$0.75	\$0.75	\$0.75	9/13/2011	3% State Surcharge (commercial)
335 E SUMMIT	\$25.00	\$25.00	\$25.00	9/13/2011	EC Electric Service Only - Temporary or Permanent
5694 Rhodes Road	\$6.00	\$6.00	\$6.00	9/8/2011	3% State Surcharge (commercial)
5694 Rhodes Road	\$200.00	\$200.00	\$200.00	9/8/2011	EC Electric Service Only - Temporary or Permanent
609 S LINCOLN	\$1.50	\$1.50	\$1.50	9/13/2011	3% State Surcharge (commercial)
609 S LINCOLN	\$50.00	\$50.00	\$50.00	9/13/2011	EC Electric Service Only - Temporary or Permanent
	Total \$862.62	Total \$862.62	12		0

Electrical Permit - Residential

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1061 COTTAGE GATE	\$0.25	\$0.25	\$0.25	9/12/2011	1% State Surcharge (residential)
1061 COTTAGE GATE	\$25.00	\$25.00	\$25.00	9/12/2011	ER Electrical Permit - Service Only
1065 COTTAGE GATE	\$0.25	\$0.25	\$0.25	9/13/2011	1% State Surcharge (residential)
1065 COTTAGE GATE	\$25.00	\$25.00	\$25.00	9/13/2011	ER Electrical Permit - Service Only
1069 COTTAGE GATE	\$0.25	\$0.25	\$0.25	9/13/2011	1% State Surcharge (residential)
1069 COTTAGE GATE	\$25.00	\$25.00	\$25.00	9/13/2011	ER Electrical Permit - Service Only
1286 GALE	\$0.25	\$0.25	\$0.25	9/8/2011	1% State Surcharge (residential)
1286 GALE	\$25.00	\$25.00	\$25.00	9/8/2011	ER Electrical Permit - Service Only
130 W ELM	\$0.25	\$0.25	\$0.25	9/16/2011	1% State Surcharge (residential)
130 W ELM	\$25.00	\$25.00	\$25.00	9/16/2011	ER Electrical Permit - Service Only
302 UNIVERSITY	\$0.25	\$0.25	\$0.25	9/19/2011	1% State Surcharge (residential)
302 UNIVERSITY	\$25.00	\$25.00	\$25.00	9/19/2011	ER Electrical Permit
311 E GRANT	\$0.50	\$0.50	\$0.50	9/16/2011	1% State Surcharge (residential)
311 E GRANT	\$50.00	\$50.00	\$50.00	9/16/2011	ER Electrical Permit - Service Only
530 PARK	\$0.28	\$0.28	\$0.28	9/15/2011	1% State Surcharge (residential)
530 PARK	\$27.50	\$27.50	\$27.50	9/15/2011	ER Electrical Permit
671 BEECHMONT	\$0.48	\$0.48	\$0.48	9/16/2011	1% State Surcharge (residential)
671 BEECHMONT	\$47.25	\$47.25	\$47.25	9/16/2011	ER Electrical Permit
850 STONEWATER	\$0.25	\$0.25	\$0.25	9/22/2011	1% State Surcharge (residential)
850 STONEWATER	\$25.00	\$25.00	\$25.00	9/22/2011	ER Electrical Permit
	Total \$302.76	Total \$302.76	20		0

Engineering Permit

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
295 S Water Street	\$53.00	\$53.00	\$53.00	9/6/2011	Filling, Grading, Excavating Permit
416 CHERRY	\$20.00	\$20.00	\$20.00	9/1/2011	Excavation Permit
607 N WATER	\$1,000.00	\$1,000.00	\$1,000.00	9/27/2011	Engineering Cash Bond
607 N WATER	\$20.00	\$20.00	\$20.00	9/27/2011	Excavation Permit
607 N WATER	\$25.00	\$25.00	\$25.00	9/27/2011	Water Permit

Engineering Permit

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
609 South Lincoln Street	\$100.00	\$100.00	\$100.00	9/30/2011	Storm Sewer Connection Fee
609 South Lincoln Street	\$139,950.00	\$139,950.00	\$139,950.00	9/30/2011	Park & Recreation Fee
609 South Lincoln Street	\$59,600.00	\$59,600.00	\$59,600.00	9/30/2011	Overlay Redevelopment Fee
609 South Lincoln Street	\$80,827.00	\$80,827.00	\$80,827.00	9/30/2011	Sanitary sewer utilization fee
609 South Lincoln Street	\$75.00	\$75.00	\$75.00	9/30/2011	Sanitary Sewer Permit - Commercial
609 South Lincoln Street	\$25.00	\$25.00	\$25.00	9/30/2011	Water Permit
609 South Lincoln Street	\$33,935.00	\$33,935.00	\$33,935.00	9/30/2011	Water utilization fee
609 South Lincoln Street	\$2,100.00	\$2,100.00	\$2,100.00	9/30/2011	3/4" Backflow meter & MIU - Residential
609 South Lincoln Street	\$476.00	\$476.00	\$476.00	9/30/2011	3/4" Box and Stem
609 South Lincoln Street	\$133.00	\$133.00	\$133.00	9/30/2011	3/4" Corporation stop
609 South Lincoln Street	\$294.00	\$294.00	\$294.00	9/30/2011	3/4" Curb stop
609 South Lincoln Street	\$140.00	\$140.00	\$140.00	9/30/2011	3/4" Insulator
609 South Lincoln Street	\$735.00	\$735.00	\$735.00	9/30/2011	3/4" Watermain Tap
609 South Lincoln Street	\$1,650.00	\$1,650.00	\$1,650.00	9/30/2011	Water Chlorination Charge
609 South Lincoln Street	\$600.00	\$600.00	\$600.00	9/30/2011	Water Chlorination Minimum set-up charges
609 South Lincoln Street	\$300.00	\$300.00	\$300.00	9/30/2011	4" tap
609 South Lincoln Street	\$350.00	\$350.00	\$350.00	9/30/2011	8" tap
	Total \$322408	Total \$322408	22		0

Existing Commercial Building Permit

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1089 W MAIN	\$1.50	\$1.50	\$1.50	9/8/2011	3% State Surcharge (commercial)
1089 W MAIN	\$50.00	\$50.00	\$50.00	9/8/2011	EC Building Fee (base fee only)
1089 W MAIN	\$25.00	\$25.00	\$25.00	9/8/2011	Sign
115 N WILLOW	\$1.50	\$1.50	\$1.50	9/23/2011	3% State Surcharge (commercial)
115 N WILLOW	\$50.00	\$50.00	\$50.00	9/23/2011	EC Building Fee (base fee only)
168 CHERRY ST.	\$2.64	\$2.64	\$2.64	9/26/2011	3% State Surcharge (commercial)
168 CHERRY ST.	\$87.95	\$87.95	\$87.95	9/26/2011	EC Building Permit (sq. ft.)
609 S LINCOLN	\$1.50	\$1.50	\$1.50	9/27/2011	3% State Surcharge (commercial)

Existing Commercial Building Permit

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
609 S LINCOLN	\$50.00	\$50.00	\$50.00	9/27/2011	EC Building Fee (base fee only)
	Total \$270.09	Total \$270.09	9		0

Existing Residential

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1114 ERIN	\$0.37	\$0.37	\$0.37	9/6/2011	1% State Surcharge (residential)
1114 ERIN	\$37.00	\$37.00	\$37.00	9/6/2011	ER Building Permit (sq. ft.)
1114 ERIN	\$25.00	\$25.00	\$25.00	9/6/2011	Zoning - addition, residential
1115 ERIN	\$0.25	\$0.25	\$0.25	9/16/2011	1% State Surcharge (residential)
1115 ERIN	\$25.00	\$25.00	\$25.00	9/16/2011	ER Building Permit (base fee only)
216 LOWELL	\$0.25	\$0.25	\$0.25	9/23/2011	1% State Surcharge (residential)
216 LOWELL	\$25.00	\$25.00	\$25.00	9/23/2011	ER Building Permit (base fee only)
315 RELLIM	\$0.37	\$0.37	\$0.37	9/14/2011	1% State Surcharge (residential)
315 RELLIM	\$37.00	\$37.00	\$37.00	9/14/2011	ER Building Permit (sq. ft.)
315 RELLIM	\$25.00	\$25.00	\$25.00	9/14/2011	Zoning - addition, residential
850 STONEWATER	\$0.34	\$0.34	\$0.34	9/22/2011	1% State Surcharge (residential)
850 STONEWATER	\$33.80	\$33.80	\$33.80	9/22/2011	ER Building Permit (sq. ft.)
850 STONEWATER	\$25.00	\$25.00	\$25.00	9/22/2011	Zoning - addition, residential
	Total \$234.38	Total \$234.38	13		0

HVAC Permit - Commercial

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
226 N LINCOLN	\$0.90	\$0.90	\$0.90	9/8/2011	3% State Surcharge (commercial)
226 N LINCOLN	\$30.00	\$30.00	\$30.00	9/8/2011	NC HVAC, Any system, unclassified
	Total \$30.9	Total \$30.9	2		0

HVAC Permit - Residential

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
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HVAC Permit - Residential

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1007 NATURE WOOD	\$0.25	\$0.25	\$0.25	9/14/2011	1% State Surcharge (residential)
1007 NATURE WOOD	\$25.00	\$25.00	\$25.00	9/14/2011	ER HVAC, Unclassified heating, A/c or ventilation
195 VALLEYVIEW	\$0.60	\$0.60	\$0.60	9/29/2011	1% State Surcharge (residential)
195 VALLEYVIEW	\$60.00	\$60.00	\$60.00	9/29/2011	ER HVAC, Replacement of htg or air conditioning
238 E OAK	\$0.30	\$0.30	\$0.30	9/29/2011	1% State Surcharge (residential)
238 E OAK	\$30.00	\$30.00	\$30.00	9/29/2011	ER HVAC, Replacement of htg or air conditioning
537/539 E SCHOOL	\$0.30	\$0.30	\$0.30	9/29/2011	1% State Surcharge (residential)
537/539 E SCHOOL	\$30.00	\$30.00	\$30.00	9/29/2011	ER HVAC, Replacement of htg or air conditioning
647 S DEPEYSTER	\$0.30	\$0.30	\$0.30	9/22/2011	1% State Surcharge (residential)
647 S DEPEYSTER	\$30.00	\$30.00	\$30.00	9/22/2011	ER HVAC, Replacement of htg or air conditioning
671 BEECHMONT	\$0.25	\$0.25	\$0.25	9/21/2011	1% State Surcharge (residential)
671 BEECHMONT	\$25.00	\$25.00	\$25.00	9/21/2011	ER HVAC, Unclassified heating, A/c or ventilation
	Total \$202	Total \$202	12		0

New Commercial Building Permit

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
295 S Water Street	\$1,500.00	\$1,500.00	\$1,500.00	9/27/2011	Building Plan Review
295 S Water Street	\$562.50	\$562.50	\$562.50	9/27/2011	Building Plan Review
295 S Water Street	\$168.75	\$168.75	\$168.75	9/27/2011	Building Plan Review
295 S Water Street	\$72.18	\$72.18	\$72.18	9/20/2011	3% State Surcharge (commercial)
295 S Water Street	\$2,406.05	\$2,406.05	\$2,406.05	9/20/2011	NC Building Permit (sq. ft.)
295 S Water Street	\$450.00	\$450.00	\$450.00	9/20/2011	Zoning - new construction, commercial
	Total \$5159.48	Total \$5159.48	6		0

New Multi-Family Building Permit

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
5694 Rhodes Road	\$743.20	\$396.95	\$396.95	9/8/2011	3% State Surcharge (commercial)
5694 Rhodes Road	\$5,906.25	\$5,906.25	\$5,906.25	9/8/2011	Building Plan Review
5694 Rhodes Road	\$10.70	\$10.70	\$10.70	9/8/2011	3% State Surcharge (commercial)
5694 Rhodes Road	\$356.70	\$356.70	\$356.70	9/8/2011	NC Building Permit (sq. ft.)
5694 Rhodes Road	\$10,050.00	\$6,978.99	\$6,978.99	9/8/2011	NM Building Permit (#units)
5694 Rhodes Road	\$743.20	\$301.50	\$301.50	9/8/2011	3% State Surcharge (commercial)
5694 Rhodes Road	\$743.20	\$44.75	\$44.75	9/8/2011	3% State Surcharge (commercial)
	Total \$18553.25	Total \$13995.84	7		0

Planning Commission (PC) Case

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
500 South Water Street	\$100.00	\$100.00	\$100.00	9/29/2011	PC Application Fee
	Total \$100	Total \$100	1		0

Plumbing Permit - Commercial

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1050 W MAIN	\$4.14	\$4.14	\$4.14	9/19/2011	3% State Surcharge (commercial)
1050 W MAIN	\$138.00	\$138.00	\$138.00	9/19/2011	EC Plumbing Permit
115 N WILLOW	\$2.46	\$2.46	\$2.46	9/23/2011	3% State Surcharge (commercial)
115 N WILLOW	\$82.00	\$82.00	\$82.00	9/23/2011	EC Plumbing Permit
2001 MOGADORE	\$1.62	\$1.62	\$1.62	9/29/2011	3% State Surcharge (commercial)
2001 MOGADORE	\$54.00	\$54.00	\$54.00	9/29/2011	EC Plumbing Permit
	Total \$282.22	Total \$282.22	6		0

Plumbing Permit - Residential

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
128 W HALL	\$0.39	\$0.39	\$0.39	9/30/2011	1% State Surcharge (residential)
128 W HALL	\$39.00	\$39.00	\$39.00	9/30/2011	ER Plumbing Permit
1326 CAROL	\$0.39	\$0.39	\$0.39	9/16/2011	1% State Surcharge (residential)
1326 CAROL	\$39.00	\$39.00	\$39.00	9/16/2011	ER Plumbing Permit
647 S DEPEYSTER	\$0.39	\$0.39	\$0.39	9/22/2011	1% State Surcharge (residential)
647 S DEPEYSTER	\$39.00	\$39.00	\$39.00	9/22/2011	ER Plumbing Permit

Plumbing Permit - Residential

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
671 BEECHMONT	\$0.39	\$0.39	\$0.39	9/19/2011	1% State Surcharge (residential)
671 BEECHMONT	\$39.00	\$39.00	\$39.00	9/19/2011	ER Plumbing Permit
923 FIELDSTONE	\$0.39	\$0.39	\$0.39	9/9/2011	1% State Surcharge (residential)
923 FIELDSTONE	\$39.00	\$39.00	\$39.00	9/9/2011	ER Plumbing Permit
957 MIDDLEBURY	\$0.39	\$0.39	\$0.39	9/29/2011	1% State Surcharge (residential)
957 MIDDLEBURY	\$39.00	\$39.00	\$39.00	9/29/2011	ER Plumbing Permit
	Total \$236.34	Total \$236.34	12		0

Violation

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1294 GALE	\$100.00	\$100.00	\$100.00	9/7/2011	Civil Infraction Level 1
	Total \$100	Total \$100	1		0

Zoning Permit

Address	Permit Amount	Amount Paid	Amount Paid	Payment Date	Fee Type
1195 WEST MAIN STREET	\$10.00	\$10.00	\$10.00	9/7/2011	Temporary Sign
1523 Whitewood	\$25.00	\$25.00	\$25.00	9/6/2011	Shed/Detached Accessory Bldg, Residential
405 EAST MAIN STREET	\$10.00	\$10.00	\$10.00	9/9/2011	Temporary Sign
620 Virginia Avenue	\$25.00	\$25.00	\$25.00	9/6/2011	Shed/Detached Accessory Bldg, Residential
	Total \$70	Total \$70	4		0

Monthly Violation Report (September)

Run Date: 10/21/2011 9:48:30 AM

Create Date	Address	Complaint Type	Last Name	Ward	Status	Additional Information/Comments
9/7/2011	1294 GALE	Illegal Use	M. & M. FONTES	2	In Progress	
9/10/2011	331 N MANTUA	Illegal Boarding House	TIMOTHY & KATHERINE RASINSKI	1	In Progress	
9/10/2011	333 N MANTUA	Illegal Boarding House	DONALD & DEBRA THORNE	1	Resolved/Completed	
9/10/2011	335 North Mantua	Illegal Boarding House		1	In Progress	
9/10/2011	337 North Mantua	Illegal Boarding House		1	Resolved/Completed	
9/10/2011	343 North Mantua	Illegal Boarding House	Hills	1	Resolved/Completed	
9/10/2011	345 North Mantua	Illegal Boarding House		1	In Progress	
9/10/2011	361 North Mantua	Illegal Boarding House		1		
9/10/2011	363 N MANTUA	Illegal Boarding House	EDGARDO E. AMABLE	1		
9/10/2011	367 North Mantua	Illegal Boarding House		1	In Progress	
9/10/2011	369 North Mantua	Illegal Boarding House	Talty	1		
9/10/2011	371 North Mantua	Illegal Boarding House		1	In Progress	
9/10/2011	539 Miller	Illegal Boarding House	Coble	6	In Progress	
9/14/2011	474 LONGMERE	Overgrown Vegetation	ANN HENDRICKSEN WARD	2	Resolved/Completed	
9/26/2011	760 W MAIN	Property Maintenance	Wesley-Condo Ass'n, President	3	In Progress	There was a fire at this condominium complex on or about 9-16-2011. The north exterior stairway is badly rusted and has been barricaded off.
9/26/2011	Cherry	Signs in Right of Way				A Fitness 19 sign was removed from the public right of way.
9/26/2011	School	Signs in Right of Way				A Fitness 19 sign was removed from the public right of way.
9/26/2011	Franklin	Signs in Right of Way				An upholstered couch is on the front porch contrary to City ordinance.
9/26/2011	325 E SUMMIT	Other (see comments)	DAVID & AMY ADAMS	5	Resolved/Completed	An upholstered couch is on the front porch.
9/26/2011	335 E SUMMIT	Other (see comments)	DAVID & AMY ADAMS	5	Resolved/Completed	An upholstered couch is on the front porch.
9/27/2011	967 w Main street	Overgrown Vegetation		1	Resolved/Completed	
9/27/2011	Verona	Signs in Right of Way		1	Resolved/Completed	A sign posted illegally in the public right of way was removed. Issue resolved.

Create Date	Address	Complaint Type	Last Name	Ward	Status	Additional Information/Comments
9/27/2011	South Lincoln	Signs in Right of Way		5		A sign posted illegally in the public right of way was removed. Issue resolved.
9/29/2011	336 PARK	Overgrown Vegetation	JOSEPH BAIRD	1	Resolved/Completed	
9/29/2011	336 PARK	Property Maintenance	JOSEPH BAIRD	1	In Progress	Initial complaint was for high grass and weeds. Upon investigating that complaint, a large pile of construction debris was seen in the yard and several roofing gutters have become broken and detached.



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Mr. Ruller Mr. Locke
Mr. Bowling Mr. Roberts
Ms. Barone Chief Williams
Mr. Giaquinto Ms. Susel
Chief Lee

From: William Lillich
Subject: Traffic Engineering & Safety Meeting on September 26, 2011
TE&S 2011-07
Report date: October 7, 2011

1. General project schedule through 2011

Fairchild Bridge project

- Water St. is currently being paved.
- Railroad safety equipment is delayed for the new bridge crossing; the RR will flag traffic during the occasional train crossings until equipment is installed.
- The bridge will open in mid-November.
- West side (Gougler & Mantua) paving will be completed in the spring; partial closings will occur.

Alley 4

- Updated electric service to buildings is ongoing; upon completion,
- Utility poles will be removed from Alley 4, Depeyster and Erie Sts.
- There will be occasional electrical outages during building service changeover.

Building A

- Construction to be started by Oct. 3. (Footers have been started by the time of this report).

PARTA

- Site grading and movement will begin in 4-6 weeks.

Esplanade

- E. Erie Extension will be vacated in the near future.
- Demolition of houses will begin this fall
- Some soil will be transferred from the PARTA site requiring some trucks to cross Haymaker to deposit the soil on the east side of the Haymaker north of Erie
- Construction will begin in May, 2012

Hotel/Conference Center

- Site clearing and remediation will begin in November
- Depeyster will be closed from Haymaker to Erie (emergency access permitted)

Erie St/Depeyster St construction

- Will begin May, 2012

Building B

- Footer installation will begin as soon as Bldg. A footers are completed

2. As a referral from the Parking Action Committee, a request to convert more N. Water St. parking spaces to 2 hr & 10 hr. by permit has been considered for the west side parking area immediately north of the mill. Barring serious objections from the business owners in the area, a Safety Director's order will be issued to enable this change.

3. The committee discussed a citizen referral from Mr Amrhein for a stop sign on Admore at Hollister. Radar and traffic counts will be examined in light of engineering standards for this consideration.

4. Mr. Bowling presented a proposal for the construction of a HC/ped ramp at the multi-modal site. The ramp will provide for improved access by minimizing cross slopes at the sidewalk. Installation of the ramp will require Council authorization for a license to occupy the city right-of-way. The committee concurred with the proposal.

5. Mr. Bowling also presented some of the logistical issues relating to the construction of the Esplanade. The current issues related to the management of traffic direction and timing of the closing of S. Willow St. and S. Lincoln St. during the construction. The timing for some of this work is estimated to begin later in 2012. At both streets, a table-top will be constructed where the streets and the Esplanade cross. After some discussion, several suggestions were proposed for review with the University. These include:

a. Completing the work on S. Willow prior to closing Lincoln to enable some north to south traffic flow when Lincoln closes.

b. Proposing temporary access to the Rockwell parking lot from Lincoln north of the Esplanade. This access will reduce the additional amount of traffic that will have to approach via Erie, Willow, Summit to get to Rockwell and Hilltop.

c. Propose that S. Lincoln St. work be completed during a 30 day period that school is out of session, or has reduced activities.

6. The committee discussed a neighborhood concern (expressed to Lt. Canfield) about the amount of street lighting in the apartment area along Silver Meadows Blvd. The current policy was outlined and the members were requested to view the lighting effects prior to the next meeting.