


CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Amy Wilkens

FROM: Jim Bowling 

DATE: February 25, 2020

RE: Burbick Way Lighting Agreement

The Service Department is requesting council's consideration and approval of the attached Burbick Way Lighting Agreement between the City of Kent, Main Street Kent (MSK), Paul and Susan Brayden and Arthur Property Management. The agreement would allow for MSK to install overhead string lighting on Burbick Way near South Water Street. The City's role in the agreement would be to provide a license agreement to MSK and provide electricity through the electric outlets located on the light poles in the alley. The City is under no obligation to modify the current power supply or controls to accommodate the proposed string lighting. MSK's role in the agreement is to install and maintain the lighting, while the adjacent property owners will permit MSK to attach the overhead string lighting to their buildings. Attached is the proposed agreement for Council's consideration.

C: Melanie Baker  
Brad McKay  
Jon Giaquinto  
Harrison Wicks  
Sandy Lance  
file

## **BURBICK WAY LIGHTING AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO (hereinafter referred to as "CITY"), MAIN STREET KENT (hereinafter referred to as "MSK"), Paul A. and Susan K Brayden (hereinafter referred to as "Brayden") and ARTHUR PROPERTY MANAGEMENT LLC (hereinafter referred to as "APM").

**WHEREAS**, the above parties have previously invested in improving Burbick Way and the properties along Burbick Way; and

**WHEREAS**, the above parties would like to continue to invest along Burbick Way by incorporating decorative overhead lighting along a portion of Burbick Way.

**NOW, THEREFORE**, for mutual consideration, it is agreed between the parties as follows:

- A) MSK shall install, operate and maintain overhead lighting along the western portion of Burbick Way as shown in Exhibit A.
- B) MSK shall enter into a license agreement, shown in Exhibit B, with the CITY to permit MSK's use of the right-of-way for the purpose of providing decorative overhead lighting.
- C) The CITY shall permit access to the existing power on the light poles along Burbick Way for use by MSK for the decorative overhead lighting. The CITY shall provide the access to power at no cost to MSK.
- D) The CITY is under no requirements to upgrade or make any modifications to the existing infrastructure, including power source, to facilitate the installation, operation or maintenance of the decorative overhead lighting.
- E) Brayden shall permit MSK to attach, anchor or in any other manner necessary install the decorative overhead lighting to their structure located adjacent to Burbick Way.
- F) APM shall permit MSK to attach, anchor or in any other manner necessary install the decorative overhead lighting to their structure located adjacent to Burbick Way.



IN WITNESS WHEREOF, the parties hereby acknowledge said agreement by their signatures below.

MAIN STREET KENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

THE CITY OF KENT, OHIO

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Approved as to form by:

\_\_\_\_\_

PAUL A. and SUSAN K BRAYDEN

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

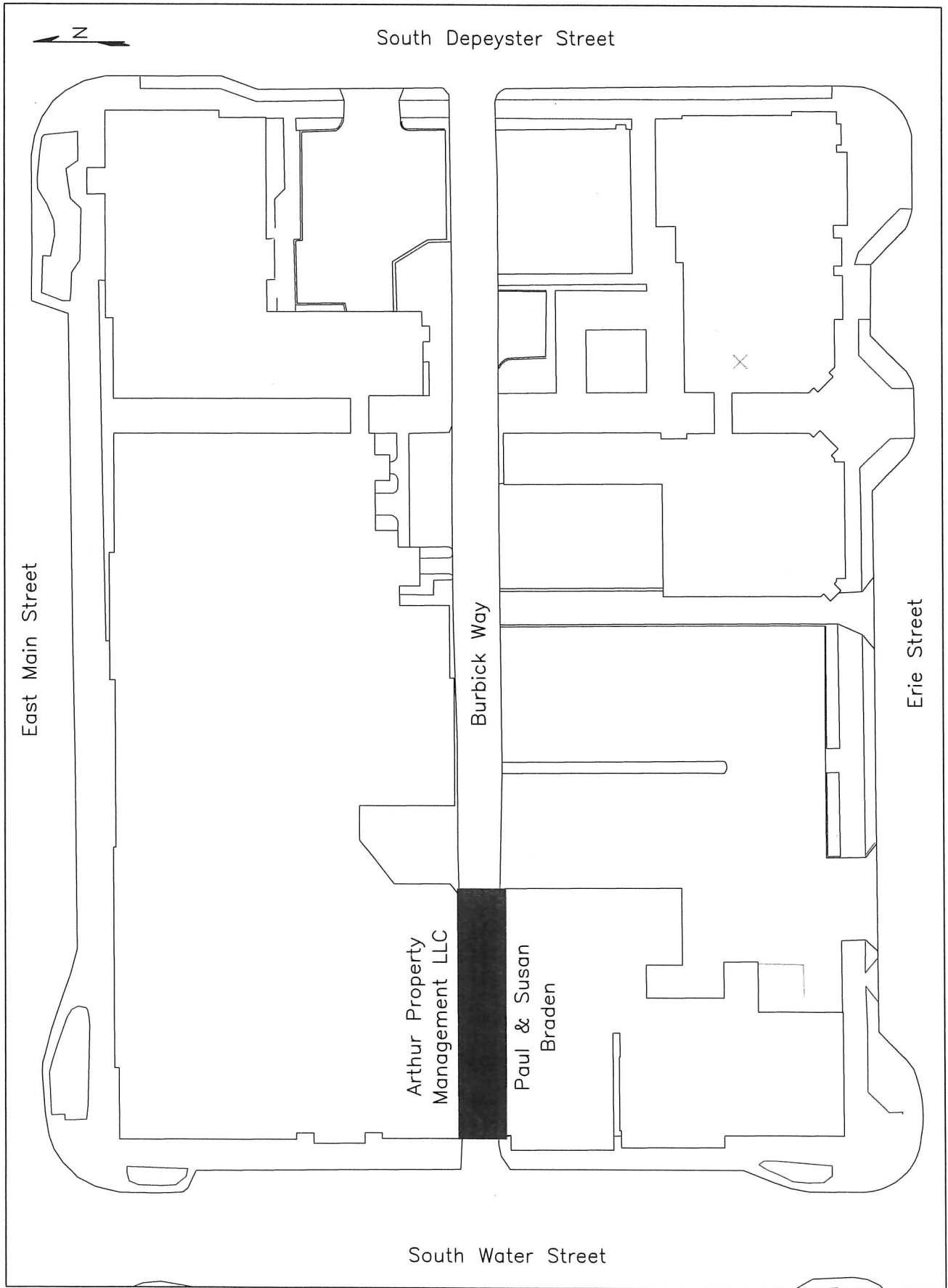
ARTHUR PROPERTY MANAGEMENT, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_

# Exhibit A



█ : Overhead Lighting Limits  
NTS

## Burbick Way Overhead Lighting

Exhibit B

**CITY OF KENT, OHIO**  
**LICENSE AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Main Street Kent, hereinafter called the "Licensee."

The City is the owner, in fee simple or by highway easement, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibit listed below.

Exhibit "A" - Burbick Way Overhead Lighting Drawing

The parties hereto covenant and agree as follows:

**1. NATURE OF INTEREST:**

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

**2. USE:**

**2.1** The Property shall be used for the purpose of: installing,  
operating and maintaining overhead decorative lighting.

\_\_\_\_\_ and for no other purpose.

**2.2** No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

**3. TERM:**

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on \_\_\_\_\_, 2020, and ending on \_\_\_\_\_, 2021 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 14.

**4. NECESSARY LICENSES AND PERMITS:**

**4.1** Licensee shall be licensed to do business in the State of Ohio and City of Kent, and upon request, Licensee shall demonstrate to the City that any and all such licenses are in good standing. Correspondence shall be addressed as follows:

All correspondence to the City shall be addressed:

Service Director  
City of Kent  
930 Overholt Road  
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

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**4.2** Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.

**5. STORAGE AND VENDING:**

No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.

**6. TAXES:**

Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.

7. **DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:**

The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City property, easements or right-of-ways. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.

8. **CITY USE OF PROPERTY:**

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.

9. **MAINTENANCE OF PROPERTY:**

Licensee shall, at its sole expense, keep and maintain the Property free of all weeds, debris, and flammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition consistent with neighborhood standards. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.

10. **MAINTENANCE OF IMPROVEMENTS:**

10.1 Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.

10.2 Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

11. **HOLD HARMLESS:**

Licensee shall occupy and use Property at its own risk and expense and shall save the City, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

12. **INSURANCE:**

12.1 At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *One Hundred Thousand Dollars (\$100,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

12.2 A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of license and annually thereafter.

13. **MODIFICATION:**

The terms of this Agreement may be modified upon agreement of the parties.

14. **REVOCAION AND TERMINATION:**

14.1 The City may revoke this license at any time. The Licensee may terminate this Agreement at any time.

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

14.3 Upon revocation of the license or upon termination or expiration of Agreement, any personal property, or other appurtenances, including all footings, foundations, and utilities, placed on the City property will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the City, on demand, the reasonable cost and expense of such removal and restoration.

15. **RELOCATION:**

A Licensee who licenses property from the City shall not be eligible for relocation payments.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

**LICENSEE(S):** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**CITY OF KENT, OHIO**

\_\_\_\_\_  
Director of Public Service

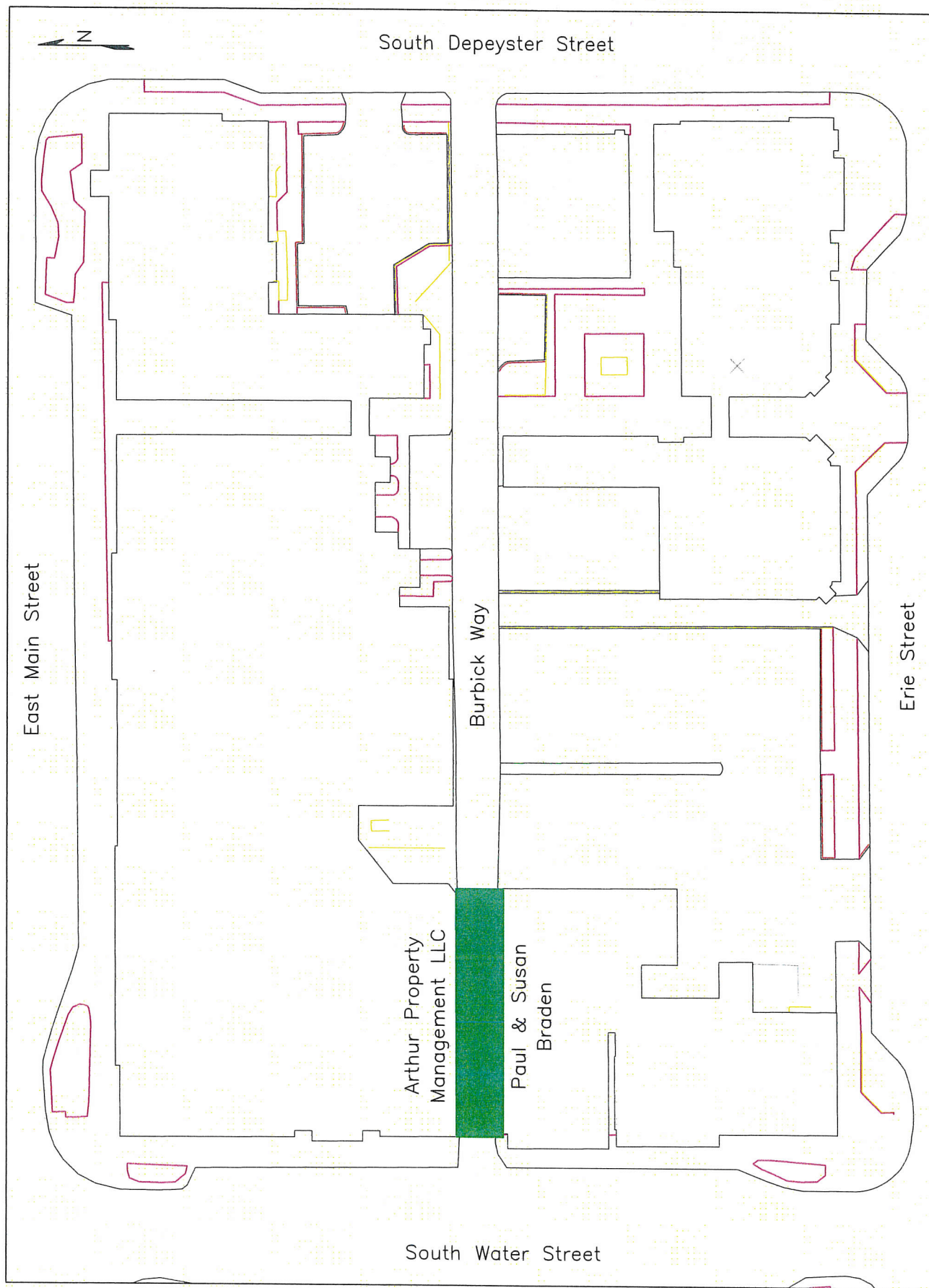
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hope Jones, Law Director  
City of Kent



# Exhibit A



Burbick Way Overhead Lighting

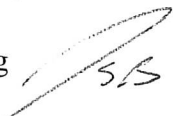
█ : Overhead Lighting Limits  
NTS



CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Amy Wilkens

FROM: Jim Bowling 

DATE: February 21, 2020

RE: East Main Street Improvements Agreement – Design Phase

The Service Department is requesting council's consideration and approval of the attached East Main Street Improvements Agreement between the City of Kent, Kent State University (KSU) and PARTA. The agreement is the continuation of the East Main Street Project that started with a joint planning study commenced with KSU and a citizen's advisory committee from the East Main Street Area. The planning study was completed to the point where federal grant money could be pursued to assist in the implementation of the project. Over \$14 million in federal grant money was received for the project, including funds to complete the design phase of the project. This agreement is required for us to proceed with the next phase of the project. The financial commitments required for this agreement is included in the 2019 capital plan.

C: Melanie Baker  
Jon Giaquinto  
Harrison Wicks  
Sandy Lance  
file

**EAST MAIN STREET IMPROVEMENTS**

**AGREEMENT**

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY  
KENT STATE UNIVERSITY  
THE CITY OF KENT**

**ALL PARTIES BEING IN THE STATE OF OHIO**

This Agreement, dated \_\_\_\_\_ 2020, is an agreement made and entered into between the Portage Area Regional Transportation Authority ("PARTA"), Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

**WITNESSETH:**

**WHEREAS**, KSU and the City desire to continue their joint efforts for the improvement of East Main Street generally located from Willow Street to Horning Road; known as the East Main Street Improvements (the "Project"), and;

**WHEREAS**, PARTA maintains numerous routes through the Project area and desires to improve transportation services to the traveling public, and;

**WHEREAS**, KSU and the City have previously shared resources to complete a planning and safety study to obtain Federal Highway Safety Funds (HSP), and;

**WHEREAS**, the City has applied for and received Federal funding through the Congestion Mitigation/Air Quality (CM/AQ) program, Surface Transportation Block Grant (STBG) program and the HSP program to finance a majority of the design, right of way acquisition, construction and construction inspection costs for this Project, and;

**WHEREAS**, PARTA agrees to pursue and apply for federal and state funding sources to assist in the completion of the transit fundable portions of the project;

**WHEREAS**, the Ohio Department of Transportation (ODOT) has agreed that the City serve as the responsible lead agency to administer the Project, and;

**WHEREAS**, the City will enter into a Local Public Agency (LPA) Local-Let Federal agreement with ODOT to administer the Project, and;

**WHEREAS**, KSU and the City have agreed to use a design consultant to provide professional surveying and engineering services for the preliminary and final design of the proposed Project and that the City will be the lead agency in the management of the Project, and;

**WHEREAS**, KSU does hereby give permission to the City of Kent, its agents, employees, consultants and contractors to enter upon KSU lands for the purpose of surveying, utility investigations, subsurface investigations, traffic counting, environmental studies and any other work necessary to complete the preliminary and final design of the Project, and;

**WHEREAS**, KSU and the City agree to pay for the local share of the design, estimated to be \$250,000, in equal amounts (50/50 split) up to a maximum amount of \$125,000 per entity, and;

**WHEREAS**, KSU and the City further agree to pay for the local share of the construction of the Project, with the amount to be determined after completion of the design phase, and to be included by Amendment to this document, and;

**WHEREAS**, the Kent State University Board of Trustees has authorized the Vice President for Finance and Administration to enter into a contractual agreement with the City of Kent to share the required local match for federal and state funded improvements to East Main Street. The authorization is for 50% of the local share, with the amount presently estimated at \$2.2 million, and;

**NOW, THEREFORE**, in consideration of the promises and covenants contained in this Agreement, the parties hereto agree as follows:

### **Section 1. Incorporation of Recitals**

The preceding recitals are hereby incorporated by reference into this Agreement.

### **Section 2. Design of the Project**

- A. The City and KSU shall undertake the design of the Project in a workmanlike manner.
- B. All parties agree that the design of the improvement shall include improvements to transit services along the corridor, including at a minimum, bus pull-offs, shelters and lighting at planned service locations along the corridor.
- C. The City hereby agrees that all contracts for the design of the Project shall be entered into in compliance with the applicable provisions of State and Local laws including Federal requirement for the procurement of professional services.
- D. KSU and PARTA, as major stakeholders of the Project, shall be active in the development and review of the preliminary alternatives, the selection of the

preferred alternative, review of the detailed design plans and attendance and participation at regular project meetings.

- E. The cost of the professional engineering services will be split 50% KSU, 50% City. The City will be invoiced and pay for the professional services and KSU will reimburse the City its share of the total cost when the City invoices KSU for said professional services that are KSU's portion.
- F. The parties to this Agreement covenant that all design with respect to the Project is made in reliance on this Agreement.

**Section 3. Construction of the Project**

- A. This Agreement will be amended prior to construction to further detail the terms.
- B. KSU's participation in the local match is limited to the \$2.2 million authorized by the Kent State University Board of Trustees. Any additional funds needed for the local match must be authorized by the Board of Trustees prior to entering into contracts or change orders requiring the additional funds.

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

**CITY OF KENT, OHIO**

WITNESS:

Reviewed and Recommended by:

\_\_\_\_\_

\_\_\_\_\_  
James S. Bowling, P.E.  
Deputy Service Director/Superintendent of  
Engineering

\_\_\_\_\_  
Date

WITNESS:

Approved and Accepted by:

\_\_\_\_\_

\_\_\_\_\_  
Dave Ruller  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

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Hope Jones, Law Director  
City of Kent

**Certificate of Director of Budget and Finance**

It is hereby certified that the amount ONE HUNDRED TWENTY FIVE thousand dollars (\$125,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Funds free from any obligation or certificates now outstanding.

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David Coffee, Director of Budget and Finance

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Date

IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

**KENT STATE UNIVERSITY**

WITNESS:

\_\_\_\_\_

Reviewed and Recommended by:

\_\_\_\_\_  
Mark Polatajko  
Vice President for Finance and  
Administration  
Kent State University

\_\_\_\_\_  
Date

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY**

WITNESS:

\_\_\_\_\_

Reviewed and Recommended by:

\_\_\_\_\_  
Claudia Amrhein  
General Manager  
Portage Area Regional Transportation  
Authority

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Legal Counsel  
Portage Area Regional Transportation Authority



# CITY OF KENT, OHIO

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## DEPARTMENT OF PUBLIC SERVICE

### MEMO

TO: Dave Ruller, City Manager  
FROM: Melanie A. Baker, Service Director  
DATE: 2/26/2019  
SUBJECT: Tree Give Away and Tree Plantings

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The City of Kent had been an annual National Tree City USA Award recipient for the past 34 years.

The City of Kent continues to meet the standards required to obtain this award. We have a Tree Commission Board, a Tree Maintenance Ordinance and are able to meet the \$2.00 expenditure per capita annually. As well, Mayor Fiala prepares and an annual proclamation Celebrating Arbor Day, that recognizes the importance of our tree canopy and encourages the reforestation of our City.

The City has been celebrating our Tree City Status every year at the annual Arbor Day celebration, also known in Kent as the Who's your Momma Earth Day Block Party Celebration or simply the Who's your Momma Festival. The City has annually had a small booth set up at the Festival, where we educated residents of the importance of trees.

From 2006 till 2013 during the month of April, we hosted tree planting workshops in our parks. Residents who participated learned how to properly plant a tree, and what to do to properly encourage and sustain growth. These early workshops also, educated the residents on the different types of trees in our parks and encouraged them to walk the river and identify those trees.

From 2014 till 2016, education on the need of trees and understanding the value of our trees was addressed by our Arborist, Gerald Shanley and Davey Tree who developed "Tree Value" tags and placed them on many different trees in the downtown area. The tags listed economic and environmental values of each tree based on its age, size and species, by illustrating the storm water runoff and carbon reduction benefits, as well as, energy savings.

In conjunction with these activities, the City Arborist along with Davey Tree, developed a tree inventory and kept records of street tree removals and new plantings throughout the City.

In 2017, the City's new Arborist, Brad McKay, introduced and began the program of handing out tree seedlings at the Who's your Momma Festival. Along with the seedlings, staff passed out information with descriptions of the trees, proper planting locations and specific techniques to ensure the best growth and sustainability of the tree. Mr. McKay, also maintained the Tree Value tags as he agreed this was a good way for residents to gain a better understanding of the value of a tree. This practice occurred again in 2018 and 2019. In 2019 some residents wanted to take seedlings but did not want to carry them all day.

So for 2020, the Shade Tree Commission and the City Arborist are implementing a new tree give away. This year The Shade Tree Commission, and the City Arborist, in conjunction with Davey Tree, will plan on attending a few of the Saturday morning Haymaker's Farmer's Markets. They will have a booth and will be providing some larger 3'- 4' trees for give away to our residents. Specific species have not yet been determined. Again, information with descriptions of the trees, proper planting locations and techniques, will be provided with each tree. The program will be advertised at the Who's your Momma Festival with a sign and written information for residents to take as well as on our social media and sign.

The City Arborist is also looking at working in cooperation with Kent State University, who is a Tree Campus USA, on some tree planting workshops in 2020.

Finally the City of Kent has received the Tree City USA Growth Award in 2007, 2013, 2015, and 2018. This requires the City to acquire points for Education and Public Relations, Partnerships with outside organizations, Planning and Management, and special Tree Planting and Management.

During the Who's your Momma Festival the City also performs education on storm water runoff and keeping our river clean. We use this time to also educate our residents the benefits of trees, ground cover, grasses etc. and the impact they have on water runoff.



It should also, be noted that annual tree plantings and removals have occurred every year. These plantings typically take place in the road right of way throughout the City. In 2018 we planted 54 new trees and in 2019 we planted 41 new trees. Not to mention projects such as Summit Street which planted over 100 new trees, and our annual road, sewer and water projects which also provide new trees if the existing trees are impacted by our work.

As well, since 2017 when Mr. McKay started with the City, we have also started a program on reforesting areas in Kent. Mr. McKay took his first year to become familiar with our tree program and update the software and tree information. This allowed Brad the ability to identify land owned and maintained by the City that are empty of trees requiring a higher level of maintenance and time.

In 2018, we identified land owned and maintained by the City at the end of Ivan Drive, behind the Burger King located on Water Street. This approximate 1.2 acre area was reforested with approximately 600 trees of different varieties and shrubs to create a diverse and natural wooded lot and create visual interest and nice wildlife habitat. Trees were not planted on the utility easement but were planted so as to accommodate the existing walking path. Approximately 250 of the 600 plantings were Western Arborvitae which are deer resistant and provide a screening. These trees were planted behind the businesses on Water Street to assist screening the neighborhood from the Water Street traffic.

In 2019, Mr. McKay and Ms. Finney worked together and identified a 3 acres site off of Hampton Road. This area has a large storm water area within its boundaries. The object was to soften the look of the drainage / retainage area and lesson the area needing extensive maintenance. Approximately 335 trees were planted creating a diverse look and enhancing the beauty of the area.

It is the intent for this type of work to continue annually so as to increase the tree population and create a diverse and unique canopy of trees for the City of Kent, keeping us a strong Tree City.



# Concept Plan

Map Code	Species Name	Common Name	Qty
U	Acer rubrum	red maple	25
U	Asclepias glabra	Ohio buckeye	30
U	Ampelodesmos	downy serviceberry	30
U	Carya ovata	shagbark hickory	30
U	Cornus canadensis	eastern redbud	30
U	Hamamelis virginiana	witchhazel	30
U	Juniperus virginiana	eastern red cedar	25
U	Liriodendron tulipifera	tulip trees	25
U	Myrica sylvatica	black gum	30
U	Quercus prinus	white space	25
U	Quercus coccoloba	scarlet oak	30
U	Thuja occidentalis	arborvitae	25
<b>Totals</b>			<b>335</b>

A diverse arrangement of species and understory trees would be generally planted 10-foot on-center to create a diverse and natural wooded perimeter around the stormwater basin. The species would add visual interest and wildlife habitat. Trees would not be planted in access areas.

access area not planted with trees

1238 WEST MAIN LLC

Hampson Road



### Slope Seed Mix

Species Name	Common Name
Asclepias syriaca	common milkweed
Asclepias tuberosa	butterfly milkweed
Aster ericoides	heath aster
Bouteloua curtipendula	side-oats grama
Chamaecrista fasciculata	partridge pea
Cornopsis lanceolata	lanceleaf coreopsis
Cornopsis tinctoria	plains coreopsis
Echinacea purpurea	purple coneflower
Elymus canadensis	nodding wild rye
Elymus riparius	riverbank wild rye
Elymus virginicus	virginia wild rye
Heliopsis helianthoides	ox eye sunflower
Lespedeza capitata	roundheaded blueflower
Liatris spicata	dense blazingstar
Monarda fistulosa	wild bergamot
Ratibida pinnata	gray-headed coneflower
Rudbeckia hirta	black-eyed susan
Schizachyrium scoparium	little bluestem
Solidago triflorum	whorled rosinweed
Solidago rigida	stiff goldenrod
Sporobolus heterolepis	prairie dropseed

### Basin Bottom Seed Mix

Species Name	Common Name
Elymus virginicus	virginia wild rye
Elymus riparius	riverbank wild rye
Panicum clandestinum	deer-tongue grass
Carex vulpinoidea	brown fox sedge
Rudbeckia hirta	black-eyed susan
Echinacea purpurea	purple coneflower
Chamaecrista fasciculata	partridge pea
Senna hebecarpa	wild senna
Carex lurida	shallow/lurid sedge
Carex comosa	bristly sedge
Agrostis peruviana	autumn bentgrass
Scirpus atrovirens	dark green bulrush
Cornopsis tinctoria	plains coreopsis
Liatris spicata	dense blazingstar
Baptisia australis	blue false indigo
Monarda fistulosa	wild bergamot
Aster umbellatus	flat-topped white aster
Solidago graminifolia	grass leaved goldenrod
Scirpus cyperinus	woolgrass
Juncus effusus	common rush
Solidago rigida	stiff goldenrod
Pycnanthemum tenuifolium	narrow-leaved mountain mint
Penstemon digitalis	foe-polew beardtongue
Loebelia cardinalis	cardinal flower
Loebelia spicata	great lobelia

Map View 1 of 1  
Data used to produce this map were collected April, 2019

Hampton Road  
Stormwater Basin  
Hampton Road  
Kent, Portage County, Ohio

City of Kent



Prepared by **DAVEY TREE CARE GROUP**  
A Division of The Davey Tree Expert Company

Project area from Portage County GIS (3.4 acres)

Concrete lined 'swale' to be removed, seeded and matted (~635 feet, 3,000 ft<sup>2</sup>)

Basin bottom seed mix (1.8 acres)

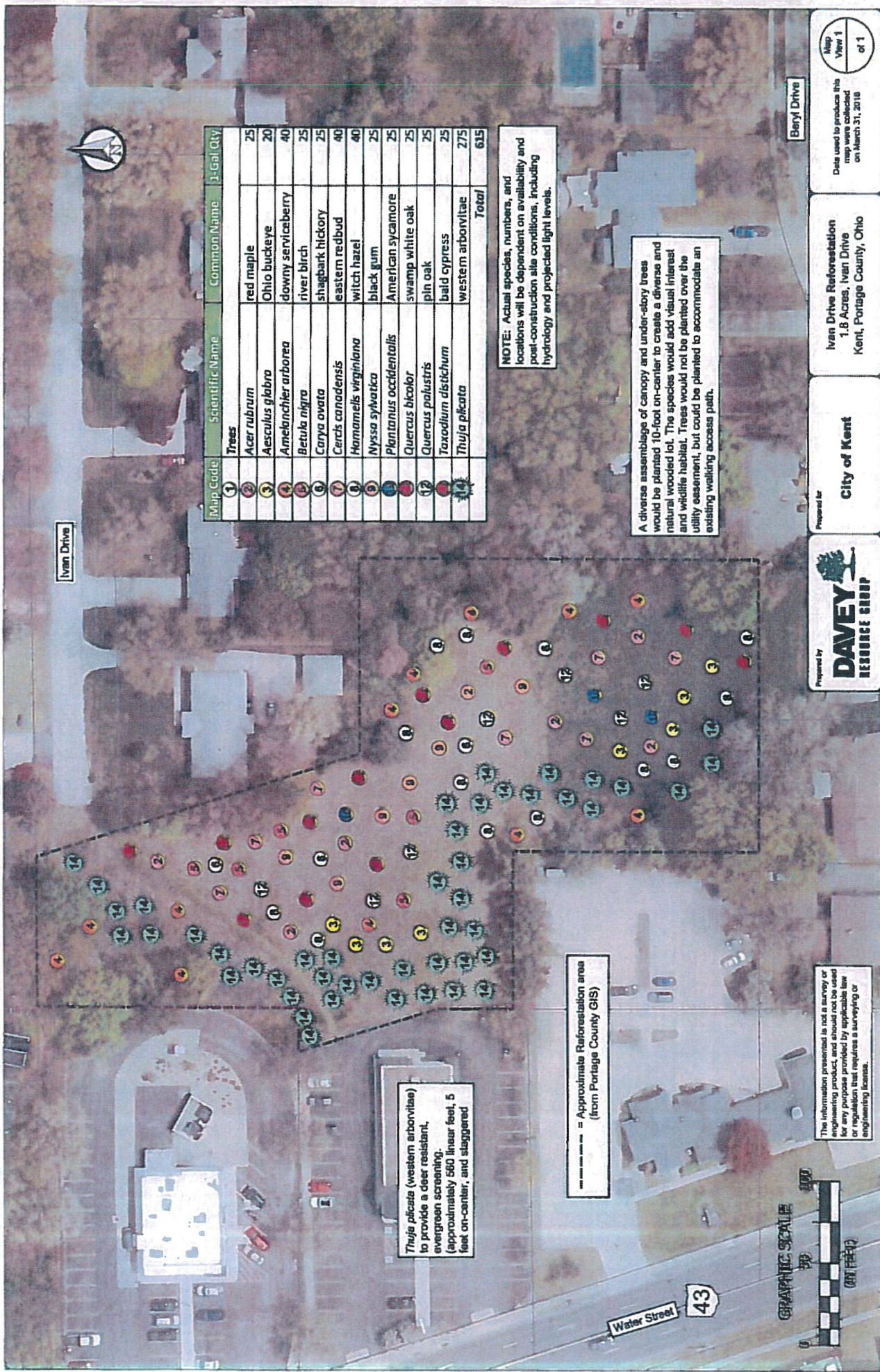
Slope seed mix (1.1 acres) and tree planting at top of slope and perimeter of basin top (foot to scale)

rip-rap diffusers

NOTE: Actual species, numbers, and locations will be dependent on availability and post-construction site conditions, including hydrology and projected light levels. This form represents a preliminary plan for the project.

The information presented is not a survey or engineering product, and should not be used for any legal or regulatory purposes without the assistance of a professional engineer or architect.





Ivan Drive

Water Street 43

Map Code	Scientific Name	Common Name	1-Gal Qty
1	Trees		
2	<i>Acer rubrum</i>	red maple	25
3	<i>Aesculus glabra</i>	Ohio buckeye	20
4	<i>Amelanchier arborea</i>	downy serviceberry	40
5	<i>Betula nigra</i>	river birch	25
6	<i>Carya ovata</i>	shagbark hickory	25
7	<i>Cercis canadensis</i>	eastern redbud	40
8	<i>Hammamelis virginiana</i>	witch hazel	40
9	<i>Nyssa sylvatica</i>	black gum	25
10	<i>Plantanus occidentalis</i>	American sycamore	25
11	<i>Quercus bicolor</i>	swamp white oak	25
12	<i>Quercus palustris</i>	pin oak	25
13	<i>Taxodium distichum</i>	bald cypress	25
14	<i>Thuja plicata</i>	western arborvitae	275
<b>Total</b>			<b>615</b>

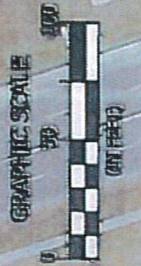
NOTE: Actual species, numbers, and locations will be dependent on availability and post-construction site conditions, including hydrology and projected light levels.

A diverse assemblage of canopy and under-story trees would be planted 10-foot on-center to create a diverse and natural wooded lot. The species would add visual interest and wildlife habitat. Trees would not be planted over the utility easement, but could be planted to accommodate an existing walking access path.

*Thuja plicata* (western arborvitae) to provide a deer resistant, evergreen screening, approximately 560 linear feet, 5 feet on-center, and staggered

--- = Approximate Reforestation area (from Portage County GIS)

The information presented is not a survey or engineering product, and should not be used for any purpose provided by applicable law or regulation that requires a surveying or engineering license.



Map View 1 of 1  
Data used to produce this map were collected on March 31, 2018

Ivan Drive Reforestation  
1.8 Acres, Ivan Drive  
Kent, Portage County, Ohio

Prepared for  
**City of Kent**



Prepared by





# City of Kent, Ohio

## Office of the City Manager

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To: Dave Ruller, City Manager  
From: Harrison Wicks, Assistant to the City Manager *HW*  
Date: February 20, 2020  
RE: New Special Event Application – 2<sup>nd</sup> Annual Kent Craft Beer Fest

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The City Manager's Office has received a special event application for a location change to the Kent Craft Beer Festival and requires council approval. This event will take place **Saturday, May 16, 2020 from 2pm-8pm** on Franklin Avenue between Main Street and West College Avenue.

The event will temporarily close Franklin Avenue from Main Street to W. College Avenue, beginning Saturday morning at 10am until 10pm.

The Kent Jaycees would like to continue the success of the first festival by hosting the 2<sup>nd</sup> annual Kent Craft Beer Fest in a new location of Downtown Kent. The Kent Jaycees are planning to host 35 breweries, up from 22 breweries in 2019, and provide expanded ticket options including a VIP package with select beers and food at the Kent Jaycee "Marvin Kent" Train Car.

This event is a way to enjoy the growing craft beer economy in Northeast Ohio and highlight the work of breweries in Kent and neighboring cities. In addition to beer tasting, there will be a DJ and food provided by local food vendors.

Please let me know if you have any questions concerning the attached materials or if you need any additional information.

For more information on the Kent Jaycees or the event, please visit <https://kentjaycees.com/>.

Thank you.

cc: Amy Wilkens, Clerk of Council

APPLICATION FOR SPECIAL EVENT  
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.  
City of Kent, 319 S. Water Street, Kent, OH 44240

NAME OF EVENT Kent Craft Beer Fest  
ORGANIZATION SPONSORING EVENT Kent Jaycees  
APPLICANT NAME Colin Boyle PHONE 330-607-2467  
ADDRESS P.O. Box 963, Kent, OH 44240

NAMES AND PHONE NUMBERS OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITION DURING THE EVENT:

Colin Boyle 330-607-2467  
Ryan Tipton 330-554-6615

DATE OF EVENT May 16, 2020 NO. OF PARTICIPANTS 1000

REQUESTED PERMIT TIME: Start Set up 10 AM Start Event 2 PM  
End Event 8 PM End Cleanup 10 PM

IF PARADE: STARTING POINT N/A ENDING POINT N/A

USE OF CITY WATER NEEDED? Yes, for filling coolers (jockey boxes) to cool the beer  
(IF YES, PLEASE EXPLAIN)

USE OF CITY ELECTRIC NEEDED? Yes, light posts along Franklin Avenue  
(IF YES, PLEASE EXPLAIN)

**In addition to the application please submit the following information:**

- Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.)
- Proof of Insurance is required before permit can be issued.
- Please attach list of possible vendors/booths to be part of event (food, retail, etc.).

Please submit application for permit at least 30 days in advance, but no sooner than one year in advance. For additional requirements please review Chapter 316 of The Codified Ordinance of the City of Kent. **Please be advised that the use of marking paint on City pavement, curbs, sidewalks or other property is prohibited except if purchased at cost from Service Department (330-678-8105).**

By signing this application, I am certifying that I have received a copy of the rules and regulations of Chapter 316 of the Codified Ordinances of the City of Kent, and I fully understand that should the permit be approved, it can be revoked if any of the provisions of this Chapter are violated.

Colin P. Boyle  
Name of Applicant

  
Signature of Applicant

Office Use. Do not write below this line. \_\_\_\_\_ Sent to:  
Safety, Service, Fire, Police, and Health Departments for review and approval  
via \_\_\_\_\_ on \_\_\_\_\_.

MEMORANDUM AGREEMENT \_\_\_\_\_ YES \_\_\_\_\_ NO  
APPLICATION APPROVED \_\_\_\_\_ APPLICATION DISAPPROVED \_\_\_\_\_

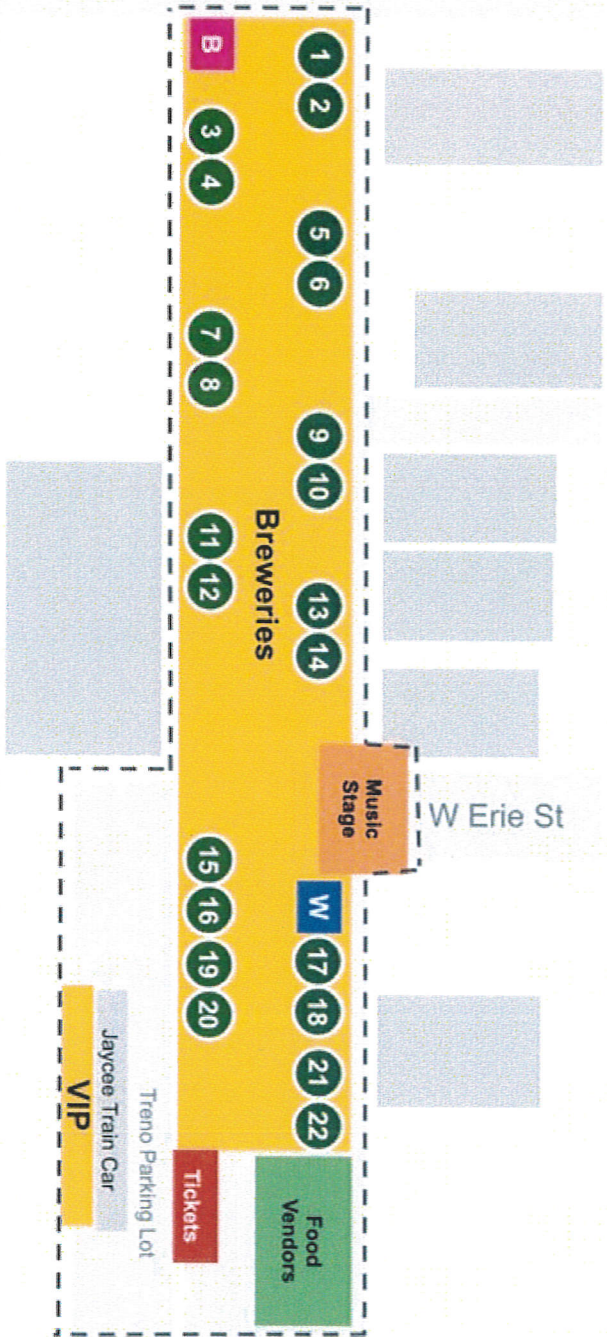
PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.

\_\_\_\_\_  
Law Director Date

IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.



Main St



W Erie St

W College Ave



Franklin Ave

Haymaker Pkwy

Map Key

--- Event Barrier

W Water Station

B Bathroom

Cuyahoga River







# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
2/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Brimfield Insurance Agency Inc. 1204 Tallmadge Rd Kent OH 44240		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 330-673-4919 E-MAIL: ADDRESS: FAX (A/C, No): 330-673-4955	
<b>INSURED</b> KENT JAYCEES INC PO BOX 963 KENT, OH 44240		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: PHILADELPHIA INSURANCE COMPANIES INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	A		PHPK1414203	10/24/19	10/24/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OPAGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINE SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)  
\*\*\*CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED\*\*\*

<b>CERTIFICATE HOLDER</b>  CITY OF KENT 215 E SUMMIT ST KENT OH 44240	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Kent Craft Beer Fest

## Potential Breweries and Food Vendors

### Breweries

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HiHo Brewing Co.	Cuyahoga Falls
HopTree Brewing Co.	Hudson
MadCap Brew Co.	Kent
Akronym Brewing	Akron
Headtrip Brewery	Stow
Lock 15 Brewing Co.	Akron
Platform Beer Co.	Cleveland
Missing Falls Brewery	Akron
Bookhouse Brewing	Cleveland
Masthead Brewing	Cleveland
Saucy Brew Works	Cleveland
Fat Heads Brewery	Cleveland
Sibling Revelry	Cleveland
Two Monks Brewing	Akron
McArthur's Brew House	Cuyahoga Falls

### Food Vendors

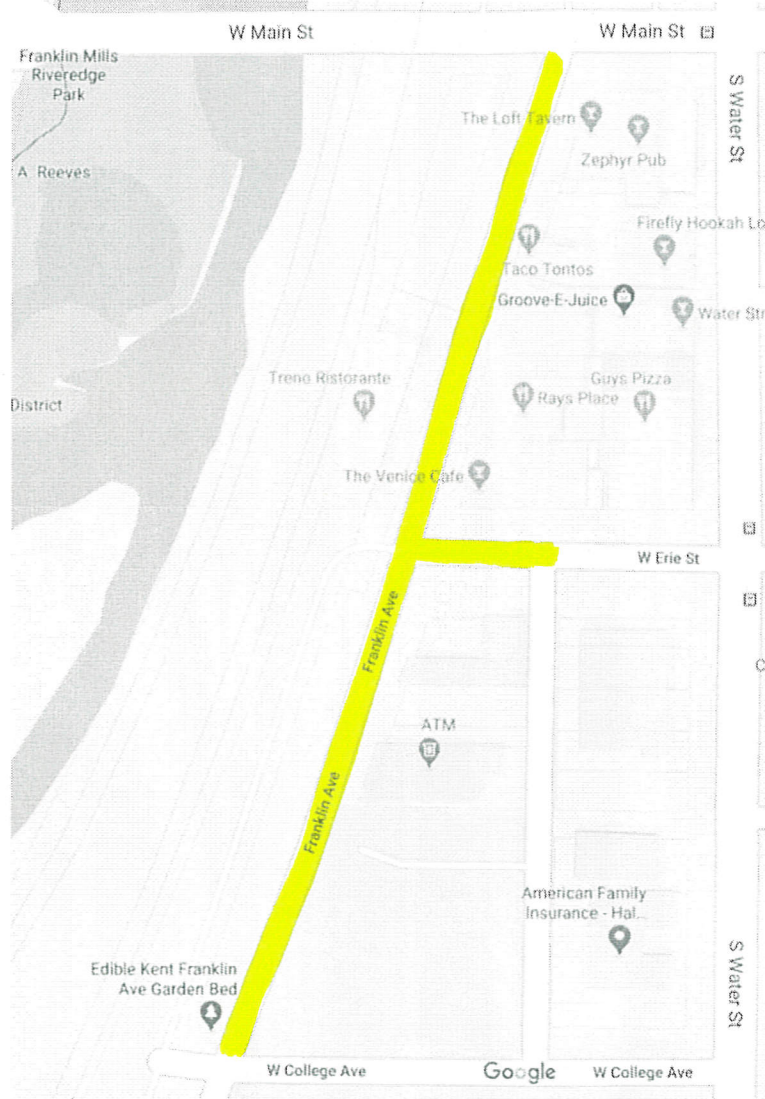
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Erie Street Kitchen	Kent
Roll Call	Kent
Burnside BBQ	Kent



Petition to Businesses: Kent Craft Beer Festival May 16<sup>th</sup> 2020 Road Closure

After many successful Kent Jaycees events downtown, The Jaycees are organizing the Second Annual Kent Craft Beer Festival on May 16<sup>th</sup> 2020. With the strong interest, for the Second year from local N.E.O Breweries, we feel the need to close Franklin Avenue from Main Street to College Street, and a portion of Erie Street from Franklin Ave. to the Alley.



We encourage all businesses to be open on this day and see this as a positive opportunity as it will increase foot traffic significantly on the street during and after festival hours.

We are asking all business owners to sign the petition in approval of the proposed road closure. This petition will be presented to City Council for approval before moving forward with the event planning. Thank you very much for your cooperation.

Sincerely,

Colin Boyle  
Committee Chair  
Kent Jaycees

Petition to Businesses: Kent Craft Beer Festival May 16<sup>th</sup> 2020 Road Closure

I support the proposed road closure for the Kent Craft Beer Festival on Saturday, May 16, 2020. The event will run from 2:00 pm to 8:00 pm, the road closure will be in effect from 10:00 am to 10:00 pm.

Business Name

Contact Signature

Phone #

Dominick's

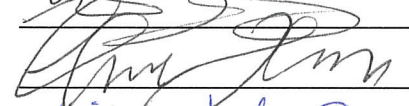
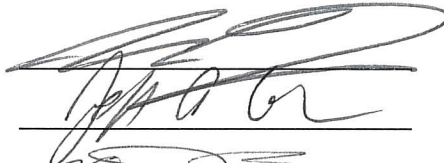
Erle St. Kitchen

Venice Cafe

Ron's Place

Ireneo Ristorante

Kent Historical Society



Michael Hartman

Juli K

330-677-1119

330-524-3053

330-815-0747

330-678-5188

330-815-4315

716-207-6078

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DOCUMENT INCLUDES 3D POLYGRAM PAPER AND MULTITONAL VOID PHOTOGRAPH. COMPLETE DETAILS OF SECURITY FEATURES ON BACK.



OFFICIAL CHECK No: 109165

PAY TO THE ORDER OF City of Kent

DATE February 20, 2020

\$100.00

DOLLARS

THE SUM OF \*\*\*\$ One Hundred and 00/100 Dollars

MEMO Remitter: KENT JAYCEES



Two signatures required if over \$10,000.00

Security features. Details on back.

⑈ 109165 ⑈ ⑆ 24 27 193 ⑆ 0 15 10 78 24 35 ⑈

The City of Kent, Ohio

Name Kent Jaycees

Address P.O. Box 963

Kent, OH 44246

P.O. \_\_\_\_\_

Remarks Special Event Permit

Fee \_\_\_\_\_

Prepared By [Signature]

Second Copy  To Payer  To Be Held By Cashier

Write copy to Payer, Green copy to Issuing Dept., Yellow copy to Finance, Pink copy to Cashier, Gold copy to Issuing Dept.

Payin Code	Description	Amount	Department
001 4907	Special event fee	\$100.00	GM
	Total	\$100.00	

Account # N# 85693

M.O. \_\_\_\_\_ Cash \_\_\_\_\_ CK# 109165

Date 2/20/20



## 2019 Year End Report

**Marketing Committee** – The Main Street Kent marketing committee is led by Heather Malarcik, executive director for Main Street Kent. The team focuses on promoting downtown Kent’s assets: shops, restaurants, bars, nightlife, arts, culture, outdoor recreation, music, events, public art, Kent’s unique character and more. Main Street Kent hosts many events year round, drawing people to the downtown district from the immediate area and from afar. This committee “spreads the word” about what Kent has to offer, promoting the businesses and features of downtown Kent through a variety of media.

**Committee members include:** Mike Beder, downtown business partner/owner; Roger Hoover, Rust Creative owner/creative director; Cheryl Ann Lambert, Kent State University School of Journalism and Mass Communication assistant professor; Michelle Sahr, downtown business owner, Lesley Sickle, Main Street Kent marketing coordinator.

**Marketing Plan** – The marketing committee works from a marketing plan, aiming to reach a variety of demographics in many communities surrounding Kent. The main goals are to increase attendance and profitability of events, strategically market to specific audiences, increase activity on our website and social media through quality content and connections, collect email addresses and data from fans/followers/event attendees, and more. We use a wide variety of media when promoting our events and our downtown.

**Kent State Student Media** – In 2019, we worked with Kent State on a yearlong campaign, to better focus our messaging to students, faculty and staff. This includes paid tweets on Twitter, digital ads on [www.kentwired.com](http://www.kentwired.com), print advertising in a variety of publications, and utilizing their “street team” to disseminate events information on campus. This full-page print ad (right) was placed in Thrive magazine, which is distributed to all incoming freshmen and transfer KSU students. Other advertising efforts focus on things like patio season, outdoor recreation, Restaurant Week, Art Walk events, Homecoming, and Kent Oktoberfest.

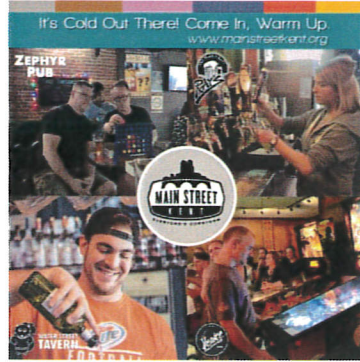
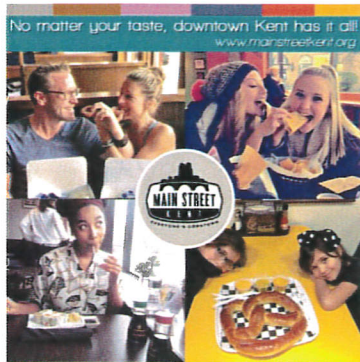


**Social Media/Email Marketing** – We market the assets of downtown Kent daily via social media, strengthening the Main Street Kent presence on Twitter, Instagram, and Facebook. We also send an e-blast to our **3,765 Constant Contact** subscribers twice per month, highlighting upcoming events, featured businesses, and a volunteer spotlight.

Followers: **Facebook – 15,218, Rating: 4.9/5; Twitter – 3,268; Instagram – 4,300**



Social media ads and “boosts” are placed on a monthly basis, depending on the scheduled marketing theme. Other content is delivered on a daily basis covering events, business specials, art features, Kent history, foodie features, new businesses/expansions, volunteers, beautification efforts, and more.



**MSK Website** – Our website got a mini makeover! With a fresh, streamlined look/layout and new content including a variety of “Kent Up Close” blog articles by locals, traffic has increased 77% over last year! Visitors can now read about living, eating, and shopping like a local at <http://www.mainstreetkent.org/>.

**Women in Business** – During March, our focus was Kent’s Women in Business – specifically those who are supporters of Main Street Kent (as a perk of being a “Friend of MSK”). A special landing page was created on our website, and ads were placed on social media to showcase many of the amazing women-run businesses in our city. This campaign generated a lot of buzz about these businesses: Metis Construction, Off the Wagon and Red Letter Days, Popped!, Diversa, Troppus Projects, Handcrafted, Carnaby Street Style, Belli & Streit Orthodontics, Franklin School of Dance, Troy Grille, Sugar Rush and Scratch Free Range Food.



**91.3 FM The Summit** – Main Street Kent messaging on this public radio station focuses on upcoming events and food/entertainment/shopping in downtown Kent. Ads are customized monthly to highlight the activities Kent has to offer, attracting people from OH and western PA!



**Scene Magazine** – Cleveland is definitely a market from where we want to draw people, so we continue to place ads in this publication to show off the food scene, events, live music and the outdoor setting downtown Kent has to offer. Kent is a short drive from many cities with a lot happening too, and we feel this audience is always looking for new places to explore and find a new experience.

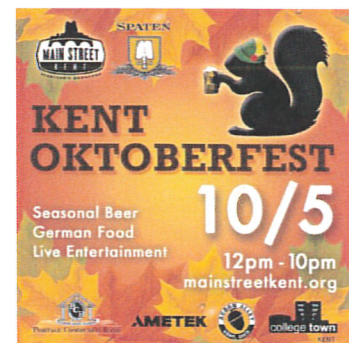


**Art & Wine Festival** – The 13<sup>th</sup> annual event took place on Sat., June 1 at the Hometown Bank Plaza and surrounding streets. Featuring fifty artists, several food trucks, a dozen Ohio wineries and a fantastic music lineup, the event was a tremendous success. Unfortunately, a rainstorm forced us to end the event early, but overall, everyone had a great time and MSK had a successful day of fundraising and showcasing Kent to lots of visitors. Sponsored by Kent State University College of the Arts, College Town Kent, Acorn Alley, Hometown Bank, AMETEK, WNIR, The Summit FM, Kent State Ashtabula Wine Degree Program, and Hall-Green Agency.



**Wizardly World of Kent** – This event has now taken over an entire weekend in Kent. With people traveling from states around us and beyond, we’ve added activities to the Friday before the big day, to encourage visitors to make a whole weekend of it. The Run That Shall Not Be Named 5 ¼ K drew 400 participants, and the new Wobbly Wizard Bar Crawl drew over 300. Both of these events helped make this endeavor a profitable one for Main Street Kent. The main event took place on Sat., July 27, with vendors filling the streets to sell their wizardly wares and treats, and our downtown businesses offering fun photo opportunities, activities, magical menus, and event-themed merchandise. Entertainment and costume contests took place at the Hometown Bank Plaza and Dan Smith Community Park. Several non-profit organizations were able to raise funds for themselves through activities at the event, including: Kent Junior Mothers, Children’s Advantage, Scouts BSA, and the Kent Jaycees. We’re proud to offer this opportunity to our fellow organizations that work to strengthen our community in so many ways. Sponsored by Akron Children’s Hospital, College Town Kent, Portage Community Bank, Off the Wagon, Acorn Alley, PARTA, Hall-Green Agency, and Marathon Financial Services.

**Oktoberfest** – The sixth annual Kent Oktoberfest was a tremendous success, with fantastic weather, festive music, and a wonderful crowd of people all day. Local restaurants and food trucks served up German fare and the German Family Society youth group performed on the brick streets to a huge crowd. Local bands played into the night, the streets were filled with a great community vibe and we had a successful day of fundraising, thanks to the support of our sponsors: Spaten Oktoberfest, AMETEK, Acorn Alley, College Town Kent, Portage Community Bank and The Summit FM.



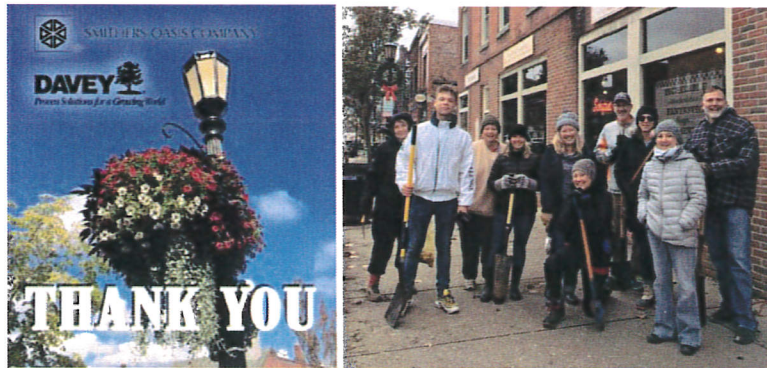
**Design Committee** – Julie Kenworthy, executive director for the Kent Historical Society & Museum, leads the design committee. Co-chair of the committee is Dylan Ball, who will take over as chairperson in 2020. This committee is focused on the aesthetics and historic preservation of our downtown.

**Committee members include:** Dylan Ball, Competitive Interiors carpentry estimator; Alex Catanese, Each + Every design director; Kelly Dietrick, Troppus Projects owner/artist; Annie Flaherty, Envisage Group vice president of technology service; Doug Fuller, retired architect/preservationist; Tom Hatch, Focus Curriculum president; Larrie King, Glyphix Studio/KSU assistant professor; Jen Mapes, KSU Department of Geography assistant professor; Elaine Mattern, The Davey Tree Expert Company brand manager; Allan Orashan, Century 21 realtor; and Harrison Wicks, assistant to the City Manager.



**Preservation Subcommittee** – Doug Fuller leads this group in an effort to foster the appreciation for older buildings and neighborhoods in Kent’s commercial and residential areas. Some of the goals of this group are to educate community members about our heritage as reflected in our older buildings and neighborhoods; work with the city’s community development department to monitor the status of buildings older than 50 years that might be threatened with demolition; and participate in the creation of the city of Kent’s new Master Plan with an eye toward encouraging the preservation of Kent’s historic buildings and neighborhoods. Members of the group include Paula Treckel, Jennifer Hunter, Howard Boyle, David Sommers, and Allan Orashan.

**Adopt-A-Spot** – Adopt-A-Spot flowerbeds were planted in May, with some new sponsors and gardeners joining us this year. K&M Gardens cared for the hanging flower baskets, and Freedom Lawn Care weeded, watered and maintained the flowerbeds. We’re happy to have The Davey Tree Expert Company and Smithers-Oasis on board to fund the flower baskets each year, too.



**Spring Tulips** – Our volunteers planted 1,000 tulip bulbs last fall in four of the flowerbeds on Water St., near the Hometown Bank Plaza. In an effort to complement the tulip gardens that Hometown Bank plants each year, we wanted to add a splash of color and fill the gap before the flowerbeds got planted. A success! More bulbs were planted this fall, so we look forward to another pop of color in spring 2020.



**Burbick Way Public Art Project** – The alley between Woody’s Music and Skullz Salon has a beautiful historic mural on one wall, but other sections of the alley were often hit with graffiti. The design committee developed a public art project to expand the artistic character of the alley, with the hopes of eliminating/reducing vandalism. Local artist and Kent State University student Maya Culley’s design was selected, and the results are fantastic! Maya created a design to introduce color, and complement the existing black and white mural. Her work includes things that reflect nature, Kent history, and newer modern elements of design in the city. The committee also plans to add overhead lighting in the alley to further brighten the space.

**Historic Facades of Kent** – Upon completion of the Historic Facades of Kent project, which included the documentation of the history of each building in the downtown district, the committee has decided to publish a book. The MSK design committee has partnered with the Kent Historical Society Museum to publish the book, which is expected to be complete by Spring 2020. This will be a great resource to many and we’re excited to take the great work of Mark Prues to the next level. Many thanks to Tom Hatch for volunteering his editing expertise to this project!

**Clean Up Kent** – A spring clean up day took place on Sat., April 27 from 9am to 12pm. Dozens of volunteers met at the Destination Kent Visitor Centre to gather supplies, select an area on the map to work, and head out for some serious spring cleaning. Coffee and donuts were provided to volunteers who removed many graffiti “tags”, stickers and litter from the downtown district and along the river.

**Holiday Window Decorating Contest** – Nearly twenty businesses participated in this year’s window decorating contest, and their creations were truly magical! First place – Kent State Hotel & Conference Center; second place – Sue Nelson Designs; third place was a tie between Bent Tree Coffee and Over Easy Morning Café. All the windows really made downtown more festive for the holidays!

**Business Enhancement Committee** – Tom Wilke, economic development director for the City of Kent, leads this committee. Co-chair of the committee is Josh Rider, who will take over as chairperson in 2020. The committee’s focus is to drive traffic through the doors of older business as well as newer ones. The committee searches out opportunities for the businesses to work together on events, promotions, and other collaborative efforts.

**Committee members include:** Mike Beder, downtown business owner; Dominique Burrell, Habitat for Humanity community relations director; Todd Kamenash, KSU assistant dean of students; Patrick Madonio, Brimfield Insurance owner; Josh Rider, KSU Center for Adult and Veteran Services director, Jessica Ryan, Handcrafted owner and Michelle Sahr, downtown business owner.

**First Friday Art Walks** – This event series picked back up in May, and ran through December with more businesses participating this year than last. We added a monthly prize drawing sponsored by a different business each month; event goers could pick up an Art Walk card at any location, have it punched at four places during the Art Walk, and then enter a prize drawing. This event is marketed as a free, family-friendly, fun thing to do in downtown Kent on a Friday night. Sponsored by Troppus Projects, Acorn Alley, and the Kent State Downtown Gallery.



**Restaurant Week** – After a successful Restaurant Week in January, restaurant owners were happy to repeat this promotion during another traditionally slow time of year – the first week of June, when KSU students have gone for the summer. Plus, some new restaurants opted in this time. Participants offered a “prix fixe” menu, including three courses for one price, and survey responses indicated another highly successful promotion. This was promoted via social media to many surrounding cities, and in Scene Magazine.



**Chocolate Walk** – Feb. 9, 2019. Two hundred fifty tickets were sold in just over 30 minutes at \$25 each. Business owners met many new customers and had great sales during the event. This year, the Kent State Hotel & Conference Center donated an overnight stay, dinner, and breakfast for two as a raffle prize package in which all attendees were entered to win. Guests came from cities all around for this event where people love getting out of the house to enjoy an adventure in downtown Kent – right before Valentine’s Day.

**Putt Around Downtown** – This popular event was our official kickoff to spring! Attendees purchased tickets, and then went out to play miniature golf at 18 participating businesses. A post-event awards celebration took place at the Venice Café – the 19<sup>th</sup> hole. Wind Mill Lakes Golf Club donated great prizes, and attendees had a blast working their way around town on a sunny Saturday afternoon, shopping and enjoying food and beverages along the way! Sponsored by Windmill Lakes Golf Course and Hall-Green Agency; prizes donated by Jayz Timberworks, Sto-Kent Family Entertainment, and KSU.





**Seven Courses of Kent** – An annual favorite, this event was hosted by Treno Ristorante, and featured: Ray’s Place, Troy Grille, Franklin Hotel Bar, Pacific East, Bistro on Main, and Nineteen 10 . Each local restaurant provided one course, and each chef/owner spoke to our guests about the dish he or she prepared, and the restaurant. Featuring a variety of food paired with wine and beer samples, this is a great way to showcase many Kent restaurants all at once...and it’s another successful fundraiser for Main Street Kent. Sponsored by Heidelberg Distributing, Portage Community Bank and Instantwhip Foods.

**Kent Mardi Crawl** – We partnered with Abita Brewing Company to bring the Kent Mardi Crawl to downtown Kent. Complete with Mardi Gras beads and masks, giveaways, and a prize drawing, this event drew 300 people from cities all around to our downtown. Guests were encouraged to explore venues they hadn’t visited before, and bar owners reported meeting lots of new customers. Main Street Kent donated a portion of the proceeds to the Ben Curtis Family Foundation, in support of their efforts to fight childhood hunger in our city. We’re happy to be able to give back to our community! Sponsored by Abita Brewing Company.



**MSK Go! Scavenger Hunt** – During the month of August, we hosted an online scavenger hunt all around downtown Kent. Participants were challenged with a variety of questions and tasks to earn points. A drawstring backpack was awarded to each person/team who earned 50 points, and those who earned 100 points were entered in a drawing for \$500 in gift cards to downtown businesses. This was a fun way to get people to explore businesses, public art, landmarks, and other interesting things in Kent. Incoming Kent State students who attended the Discover Downtown event were also invited to participate, and students had a lot of fun with it!

**Crime Prevention Workshop** – Hosted by Lt. Lewis and the Kent Police Department, many business owners, managers and staff members attended this presentation about crime prevention and employee safety. Creating an open dialogue between business owners and law enforcement is important to the success of managing many types of issues they face, such as shoplifting. All were glad to have attended and we plan to hold similar interactive, educational events in the future.



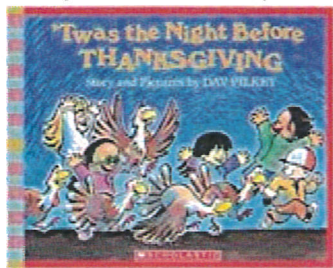
**International Festival** – In partnership with Kent State’s Run the World 5K, Main Street Kent hosted the International Festival, including live multi-cultural entertainment at the Dan Smith Community Park and a Passport Excursion where people could visit downtown businesses to enjoy tastes and activities from around the world. 5K participants received a passport in their registration packets, and others could purchase one for \$5 and partake in the fun. A fun way to explore downtown Kent! Sponsored by AMETEK and Portage Community Bank.



**Family Friendly Halloween** – Each year, we work with a new Event Planning class at Kent State University to develop activities, decorations and a costume contest for the community to enjoy, along with trick-or-treating at the downtown businesses. Over 40 businesses and organizations participated and Mr. Black Squirrel and Flash assisted with judging the costume contest!



**Story Walk Kent** – We had the opportunity to collaborate with Kent City Schools on our first ever Story Walk Kent just as the holiday season kicked off in November! The book, “’Twas the Night Before Thanksgiving,” was deconstructed and displayed in the windows of sixteen downtown businesses; students and families were invited to enjoy the story, page by page, on a walk through downtown Kent. The book was written by Cleveland-born author Dav Pilkey, and the elementary school librarian initiated the project, seeking permission from him to do the project, and securing several autographed copies of the book for prizes. Main Street Kent received recognition from Kent City Schools for this collaborative effort, and we look forward to working together on others in the future.



**Gather Around the Globe for Small Business Saturday** – The Saturday after Thanksgiving is one of the biggest shopping days of the year, so we worked to create many fun reasons for people to choose Kent for their holiday shopping that day. A giant, inflatable snow globe was set up at the Hometown Bank Plaza where holiday music was played and volunteers handed out free white chocolate peppermint hot cocoa. Several businesses hosted free activities: make a snow globe ornament at Red Letter Days, decorate a cookie at Bent Tree Coffee, pick up a popcorn garland kit at Popped!, make a “squirrel in a sweater” ornament at Squirrel City Jewelers, and more. MSK randomly handed out free gift cards to people with shopping bags from shopping downtown in appreciation of their support. A fantastic holiday shopping season kickoff for Kent!



**Ugly Sweater Tavern Trek** – Our holiday tradition at MSK is to partner with Great Lakes Brewing Company for the Ugly Sweater Bar Crawl, hosting close to 300 people as they enjoy Christmas Ales and a good time with friends at over a dozen downtown bars and restaurants, then donate a nice chunk of the proceeds to Kent Social Services. This year we were able to donate \$2,000 – a great opportunity to help our community in need.

**Operations Committee** – The Executive Team is focused on the overall sustainability of our organization, including succession planning for our Board of Directors and committee leaders, board development, and fundraising. Leadership for MSK is based in our **Executive Committee**:

- **President** – Regan Gettens, Fairmount Properties/College Town Kent
- **Vice President** – Eric Decker, Portage Community Bank
- **Past President** – Mike Finley, Hall-Green Agency
- **Treasurer** – Mike Lewis, Hometown Bank
- **Secretary** – Maggie McKendry, Kent State University Athletics

**Board of Directors** – Dylan Ball, Competitive Interiors; Mike Beder, Tree City Coffee, Water Street Tavern, Franklin Hotel Bar & Venice Café; Dominique Burrell, Habitat for Humanity; Todd Kamenash, Kent State University; Julie Kenworthy, Kent Historical Society; Josh Rider, KSU Center for Adult and Veteran Services; Robin Spano, Kent State University Bookstore; and Tom Wilke, City of Kent.

**Annual Accreditation** – Heritage Ohio visited Main Street Kent in February for our annual evaluation. After a thorough assessment of our program’s 2018 achievements, Main Street Kent received national certification for the year. This achievement reflects the strength of our board of directors, staff, and volunteers, as well as the breadth of our relationships with other organizations, businesses and the City of Kent.



**Annual Awards Celebration** – In June, we held our annual awards party at the Kent Historical Society Museum. This is our opportunity to provide complimentary food and beverages to our supporters and volunteers, and celebrate the successes of the prior year. The following awards were given to our most impressive supporters: Volunteer of the Year – Alyssa Mazey; Non-Profit of the Year – Crooked River Arts Council; Small Business of the Year – Rust Creative; President’s Award – Bridget Susel; and the Ron Burbick Award – Michelle Sahr. Sponsored by Hometown Bank.



**MSK Strategic Planning** – It had been a couple years since developing our last strategic plan, so it was time for a “refresh”, especially with some new board members joining the MSK team since our last planning session. Facilitated by Frances Jo Hamilton of Heritage Ohio, we achieved many things, including a reworked mission statement, a defined transformation strategy for the organization, and goal setting. All of our efforts and committee projects must align with our organizational goals so we can continue our progress with good intentions and planning.

**Main Street Kent’s mission is to make downtown Kent a fun, vibrant and thriving place!**





**Heritage Ohio Annual Conference & Awards Celebration** – Held in Newark, OH this year, the Heritage Ohio team took the time to recognize and celebrate many exemplary Ohio communities for their work. This year, the City of Kent was recognized for the 2018 Better Block event as “runner up” for Best Main Street Community Event. This collaborative effort helped the entire community envision the future of The Mill District, complete with improved streetscapes, colorful crosswalks, activated spaces, and new business ideas.

**Friends of Main Street Kent** – The Friends of MSK program continues to grow, garnering support from an increasing number of stakeholders. We rely on our downtown businesses and community members to support our organization so we can continue our great work in downtown Kent. For a full list of “friends,” visit our website: <http://www.mainstreetkent.org/about/our-supporters/>

**Over 100 businesses and organizations are financial supporters of MSK!**

**Volunteer Appreciation Party** – We spent some time at Ray’s Place celebrating the amazing people who make MSK such a strong and productive organization. We had drinks and food, and Hometown Bank hosted a prize wheel, so every single guest/volunteer won a prize. Our volunteers plant flowers, hang banners, pour beer, arrange display windows, clean-up litter, make decorations, take photos, plan events, and so much more; they spend an unbelievable number of hours working for the betterment of our community!



**Volunteers** – Volunteers are the driving force behind the success of Main Street Kent. We are continually recruiting new people to help us work toward our mission. This includes our Board of Directors, committee members, volunteer gardeners, event staff, and all of the great people who dedicate their valuable time to various Main Street Kent projects. In 2019, volunteers donated 2,669 hours of time and expertise to Main Street Kent. The national average value for one volunteer hour is \$24.69, so that’s a total of \$65,897.61 in time donated to MSK!



We appreciate the ongoing support of the City of Kent and our other partners. We look forward to continuing our work with the support of these organizations (<http://www.mainstreetkent.org/our-supporters>)

that help us continue our mission:

***Making downtown Kent a fun, vibrant, and thriving place!***





# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

**Date:** February 25, 2020

**To:** Dave Ruller, City Manager

**Cc:** Bridget Susel, Community Development Director; Amy Wilkens, Clerk of Council, PY2020 CDBG Action Plan File

**From:** Kathy Petsko, Grants & Neighborhood Program Coordinator

**Re:** PY2020 CDBG Funding & Project Recommendations

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The City is preparing its funding request for the PY2020 Community Development Block Grant Program (CDBG). The funding request is submitted to the U.S. Department of Housing and Urban Development (HUD) on an annual basis and must include a list of proposed programs that will be implemented with CDBG funding during the year. The City's PY2020 CDBG allocation as determined by HUD, is \$303,766. A total of seven (7) project proposals were received this year seeking CDBG funding assistance and the total amount of funding requested was \$323,500. Based on a review of these proposals and in consideration of all applicable CDBG regulatory requirements, staff is recommending Council approval of the below projects and amounts at its May meeting. Formal approval in May allows time for a public comment period and a second public hearing to take place prior to authorization.

<b>1. City of Kent, Engineering Department – Walnut Street Reconstruction</b>
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This activity provides funding to assist with the design and full depth reconstruction of Walnut Street from Cherry Street to Dodge Street. The work involves new sidewalks, concrete curb and gutter, a waterline replacement and storm sewers to improve drainage along the roadway. This is a multi-year project and construction is scheduled for 2020 (Phase 1 – Cherry to Harris) and 2021 (Phase 2 – Harris to Dodge).

Funding Requested: \$170,000  
PY2019 CDBG Funding: \$135,165

**Funding Recommended: \$160,000**



**2. City of Kent, Parks & Recreation – Kent Recreation Center Parking Lot and ADA Enhancement Project**

This activity will provide funding to assist with costs associated with the resurfacing and ADA Compliance enhancement to the Kent City Recreation Center’s parking lot at 1115 Franklin Ave. The parking lot is in very poor condition and presents barriers to ADA accessibility. A free breakfast and lunch program for children under the age of 18 is offered during the summer at this location.

Funding Requested: \$15,000

**Funding Recommended: \$15,000**

PY2019 CDBG Funding: \$10,000

**3. City of Kent, Police Department – Neighborhood Policing Program**

The Neighborhood Policing Program provides additional patrols and police visibility primarily in low-to-moderate income neighborhoods and in assisted housing complexes. The program has a goal of improving communication, trust and understanding between residents and the Police Department. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$18,000

**Funding Recommended: \$18,000**

PY2019 CDBG Funding: \$18,000

**4. CAC of Portage County – Furnace Inspection/Targeted Replacement Program**

The applicant is requesting funding from the CDBG program to continue its “Kent Furnace Inspection/Targeted Replacement Program” that provides the services of furnace inspections, tune-ups, or the replacement of failing or inefficient furnaces and/or hot water tanks for low-to-moderate income Kent households.

Funding Requested: \$35,000

**Funding Recommended: \$35,000**

PY2019 CDBG Funding: \$35,000

**5. Family & Community Services – Homeless Shelter Services**

The Homeless Shelter Services program provides services at Miller Community House an emergency homeless shelter. Funding helps pay for shelter nights spent by Kent residents including needed case management, counseling and housing placement. Funding for this activity is counted toward the Public Service 15% funding limitation.

Funding Requested: \$15,000

**Funding Recommended: \$15,000**

PY2019 CDBG Funding: \$15,000

**6. Family & Community Services – Miller House Kitchen Remodel**

Family & Community Services is requesting CDBG funds to remodel the kitchen at the M. Marie Miller House, which provides emergency shelter to men, women and children experiencing homelessness and exists to ensure that homeless families and individuals have access to safe temporary shelter and basic needs. Funds will be used to replace the kitchen flooring, cabinets and appliances, and to paint the room.

Funding Requested: \$44,000  
PY2019 CDBG Funding: \$40,000

**Funding Recommended: \$30,000**  
Unprogrammed Prior Year Funds: \$10,000

**7. Ohio Small Business Development Center – Small Business Counseling**

Funds will be used to provide one-to-one business counseling, as well as business workshops/training, to low- to moderate-income residents of the City of Kent.

Funding Requested: \$7,500  
PY2019 CDBG Funding: \$0

**Funding Recommended: \$5,000**

**8. City of Kent, Community Development – Administration**

These funds are used to cover grant administration costs such as the cost of staff, supplies, advertising, postage, copying, travel costs for trainings, and other related costs. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: N/A  
PY2019 CDBG Funding: \$11,000

**Funding Recommended: \$6,766**

**9. Fair Housing Consultant– Fair Housing Services**

These funds will be used to cover the cost associated with the provision of fair housing service. The consultant will provide counseling in the areas of housing discrimination and landlord-tenant issues. They'll investigate fair housing complaints and provide a variety of public education and outreach services in the City. Funding for this activity is counted toward the Planning and Administration 20% funding limitation.

Funding Requested: \$19,000  
PY2019 CDBG Funding: \$19,000

**Funding Recommended: \$19,000**

A spreadsheet summarizing the requested and recommended funding amounts has been attached for review. Copies of all submitted PY2020 CDBG proposals also are available for review at the Community Development Department.

**PY2020 CDBG Allocations (8/1/20 to 7/31/21)**

Applicant	Project	CDBG Request	Recommended Funding	Funds Awarded in PY2019
Engineering Department	Walnut Street Reconstruction	\$170,000	\$160,000	\$135,165
Parks & Recreation	Kent Recreation Center - Franklin St. Parking Lot	\$15,000	\$15,000	
Police Department	Neighborhood Policing Program	\$18,000	\$18,000	\$18,000
CAC of Portage County	Furnace Inspection/Targeted Replacement Program	\$35,000	\$35,000	\$35,000
Family & Community Services	Homeless Shelter Services	\$15,000	\$15,000	\$15,000
Family & Community Services	Miller House Kitchen Remodel	\$44,000	\$30,000	
Community Development	Administration	\$0	\$6,766	\$11,000
SMBC	Small Business Counseling	\$7,500	\$5,000	
Fair Housing Consultant	Fair Housing Services	\$19,000	\$19,000	\$19,000
<b>TOTAL</b>		<b>\$323,500</b>	<b>\$303,766</b>	
	<b>2020 Allocation:</b>		<b>\$303,766</b>	
<b>Public Service Cap (15%):</b>		<b>\$45,565</b>	<b>\$33,000</b>	
<b>Administration Cap (20%):</b>		<b>\$60,753</b>	<b>\$30,766</b>	

Reprogrammed Prior Year funds in the amount of \$10,000 will be allocated to Family & Community Service's "Miller House Kitchen Remodel."



# Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

February 6, 2020

Kevin Schwartzhoff  
Parks & Recreation Director  
City of Kent  
497 Middlebury Road  
Kent, Ohio 44240

**RE: The Portage Hike and Bike Trail-Brady's Leap Segment**

Dear Mr. Schwartzhoff:

Thank you for participating in the FY 2019 round of the Recreational Trails Program (RTP). I am very pleased to inform you that the above referenced project has been recommended for RTP funding in the amount of \$150,000. ODNR will submit the necessary federal application to the Federal Highway Administration (FHWA); federal RTP funds are allocated for grant projects through the FHWA. Upon approval of your project by the FHWA, you will receive a State-Local project contract agreement for signature as well as other information related to completing your project.

To protect your eligibility in the program, please **do not begin any portion of your project until you receive written approval to do so.** Your RTP grant will be coordinated through the ODNR Office of Real Estate. If you have any questions, please do not hesitate to contact D'Juan Hammonds, ODNR's RTP Program Administrator at (614) 265-6417.

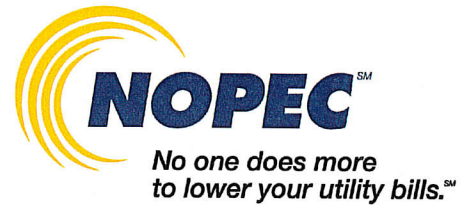
Congratulations and good luck with your RTP project.

Sincerely,

Mary Mertz  
Director

MM/dh





PASS ON TO DAVE + BRIDGET EMAIL  
01-27-20

January 13, 2020

**RON MCVOY**  
Chairman

**CHUCK KEIPER**  
Executive Director

**BOARD OF DIRECTORS**

**RON MCVOY**  
Ashtabula County

**JOHN ZEHENTBAUER**  
Columbiana County

**GEORGINE WELO**  
Cuyahoga County

**WILLIAM KOONS**  
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**STEVE PATTERSON**  
Southeast Ohio

**MARK BECKDAHL**  
Southwest Ohio

**JOE MAZZOLA**  
Stark County

**NICK MOLNAR**  
Summit County

**JACK HANEY**  
Trumbull County

The Honorable Jerry Fiala  
Mayor  
The City of Kent  
320 S. Depeyster St. → 301 S. DEPEYSTER ST  
Main Fire Station  
Kent, OH 44240  
POLICE DEPT.

Dear Mayor Fiala:

Congratulations! The City of Kent is receiving a NOPEC Energized Community (NEC) grant of \$65,550.00 for 2020. NOPEC\* and NextEra value your community's membership and are awarding this grant to help your community achieve even greater savings. The NEC grants are offered to help you implement energy efficiency or energy infrastructure projects that will benefit your community for years to come.

The NEC grant program features multiple options and greater flexibility for your community to get the greatest benefit from your grant, while reducing the paperwork required. Funds can be used for community-owned facilities, for residents, for businesses, or escrowed for a future year's project. We're including examples of eligible activities, but this list is not all-inclusive.

We're excited to be able to offer the grant program again this year and we've designed it to make the whole process as streamlined as possible. All NEC grant program information and materials will be available online. There's no need for you to mail any documents with this grant program! Later this month, you'll receive an e-mail with detailed instructions on how to access this information and get started on completing the 2020 grant process.

Please note there is a new profile submission deadline of June 30, 2020. Completing this step by the deadline will let us know you want to take advantage of the grant program this year.

Our staff is available to help at any point during the process. NOPEC's Loan and Grant Associate, Jessica Chiano, is managing the NEC grant program. Feel free to contact her by email at [grants@nopec.org](mailto:grants@nopec.org) or by phone at 440-249-7072 if you have questions. Your Relationship Manager, RM NAME, is also available to help you with your questions. We look forward to receiving your application!!

Sincerely,

Chuck Keiper  
Executive Director

cc: David Coffee, Chief Financial Officer  
Jeffrey Heinrich, Relationship Manager

\*The NEC grant program is funded and administered by NOPEC, Inc., an affiliate of the Northeast Ohio Public Energy Council (NOPEC).



## **NOPEC Energized Community (NEC) Grant 2020 Program Policies**

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2020, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Economic Development Director (EDD) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2020. All grant funds must be secured by October 31, 2020. Secured funds include applications approved to escrow funds or complete a project. Any grant funds not accepted, with an approved community profile by June 30, 2020, or secured through the application process by October 31, 2020, will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1 will be paid cash grants at the rate of [\$6] per enrolled account for gas and [\$8] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program only will be paid cash grants at the rate of [\$5] per enrolled account. Existing NOPEC member communities enrolled in the electric program only will be paid cash grants at the rate of [\$7] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of metered accounts of the previous calendar year. If an existing community was not enrolled for both quarters of the previous year, an average of the metered accounts enrolled for a minimum of three consecutive months will be applied.

Member counties and regional council of governments (COG) will also receive grants based on the communities and programs enrolled through the county or COG



membership. Grants will be calculated using the same averaging method as the community grants. County and regional COG members will receive [\$1.50] for gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities, regional COG and counties will be notified by letter in January of the grant amount available for its use. Each community must enter into a grant agreement, if it has not already done so, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the application and disbursement request processes, will be completed and submitted online.

Processing: The first step for the NEC grant program is creating a community profile in the on-line grant program at for a new community. Communities that completed this step in a previous year should review the profile and update the information, as needed.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant. Communities that are receiving a grant for the first time will also execute and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2020. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete the application process to qualify a project for grant funds. New applications will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., project quotes) should be attached, if available. All applications must be submitted electronically in the grant system.

Staff will review each application to determine if it meets the criteria and formally approve each project funded. Communities may begin the project during the review process but it does not guarantee funding approval. Projects that are determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible projects include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Street lights and traffic lights are also eligible, if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by battery, gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging

stations and emergency generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefitting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional projects are eligible. Each community must apply for its own grant funds in a multi-jurisdictional project. Non-NOPEC members may be part of a multi-jurisdictional project but will not be eligible for any grant funds from NOPEC.

If a community completed a project that meets the eligibility requirements within the previous calendar year it may submit that project for the grant. Communities may also choose to escrow the grant award (or a portion of it) for a future year, but the escrow period is not to exceed an additional two years from the original grant year.

If a member community conducts an energy audit for the proposed project, the community may obtain the audit service through NOPEC's Energy Advisor audit program. Audit costs may be defrayed with grant funds, whether obtained through NOPEC's program or contracted with a third party. The audit must be performed by a credentialed professional.

Once the application is reviewed and approved, the community will receive written confirmation. Each approved project will become an exhibit to the Grant Agreement.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or projects, in accordance with local requirements, with qualified professionals. Monthly disbursements will be made for approved projects until the funds have been depleted, with a minimum disbursement amount of \$5,000 for interim disbursements. For projects of \$5,000 or less, the grant will be disbursed upon project completion. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. All disbursements for an approved project must be requested no later than the year following the original grant year. Projects approved for the 2020 grant year cycle must request all disbursements before December 10, 2021.

This is not a reimbursement grant, i.e. communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) for each approved application with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed, or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests. The EDD will review all disbursement requests and submit them for



processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person.

Any grant dollars, including balances, not applied for or escrowed by the community by October 31 of the current grant year will be forfeited by the community and returned to the grant pool. The grant term will be for calendar year 2020. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The EDD will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program shall be final, conclusive and binding on all grant recipients.

## NOPEC 2020 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and \_\_\_\_\_, \_\_\_\_\_ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for the Project(s) approved by Grantor. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for an approved 2020 NEC grant project must be requested by December 10, 2021. If Grantee does not request disbursements for the Project(s) approved by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2020 Grant year. For NEC Grants in subsequent years, subject to NOPEC Policy in effect at the time, all disbursements for an approved project must be requested no later than December 10th of the year following the original grant year, or Grantee shall forfeit any unused funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2020, and shall expire on December 31, 2020, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Grantor and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by Grantor prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from



its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:

Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_, Ohio \_\_\_\_\_

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Grantor to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*



**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

**NOPEC, INC.:**

\_\_\_\_\_, Ohio

Individual Authorized by Grantee's  
Legislation

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature page to NOPEC 2020 Energized Community Grant Agreement.]



# NEC Grant vs. Community Sponsorship

NEC GRANT		SPONSORSHIP
January 27, 2020	Program Start	December 20, 2019
CEO/CFO by physical mail and email	Notice Recipient	CEO/CFO by email
Jessica Chiano 440.249.7072 grants@nopec.org	Contact Person	Caitlin Albright 440.249.7825 sponsorships@nopec.org
www.nopecgrants.org	Website	www.nopecsponsorships.org
<ol style="list-style-type: none"> <li>1. Profile</li> <li>2. Application</li> <li>3. Disbursement</li> </ol>	Process	<ol style="list-style-type: none"> <li>1. Profile</li> <li>2. Disbursement</li> </ol>
<p>Profile is due June 30 Application is due October 31</p>	Deadline	March 31
Energy-efficiency or infrastructure projects	Eligible Activities	Non-religious, non-political public events
HVAC, lighting, roofing, windows, solar, etc.	Examples	Family fun days, fireworks





# ATTENTION

***NEW DEADLINE TO COMPLETE NEC GRANT PROFILE***

**Profiles must be completed before the new  
deadline on June 30th, 2020.**

Questions? Contact Jessica Chiano, Loan and Grant Associate, at [grants@nopec.org](mailto:grants@nopec.org)



# Energized Community (NEC) Grant



The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects.

Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.

## Steps to Securing your Grant Dollars

### 1. Approve Community Legislation

### 2. Sign Grant Agreement

*The person authorized by the legislation must be the one to sign the grant agreement.*

### 3. Create Profile

*Contact name entered must match position/person identified in the grant agreement.*

### 4. Create Application

*Communities can submit multiple applications for projects and/or escrow funds.*

## Ideas for 2020 Grant Projects

Grants can be used for government, residential and commercial properties. Here are some examples of what you can use for your grant dollars:

- LED signs
- Traffic signal upgrades
- Insulation
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances





# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: February 25, 2020  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *BS*  
RE: Rehabilitation Loan Forgiveness

An elderly resident sold her home, located at 1501 Franklin Avenue, in 2016 because she needed to transition to a nursing care facility. Someone purchased the property at that time for \$20,000.00, but the transaction was done with a "Quit Claim Deed" so no title search occurred at the time of deed transfer. The current owner is now trying to sell the property and this more recent sales transaction is being handled by a title agency and a search conducted on behalf of the new buyer identified two deferred City of Kent rehabilitation loans that were issued in 1995 that total \$16,386.50 (includes principal and accrued interest).

These loans should have been due and payable back in 2016 when Mrs. Shanley sold the property, but they were not identified since the sale was conducted as a "Quit Claim Deed" transaction. Legally, the outstanding mortgages are Mrs. Shanley's responsibility, but Mrs. Shanley does not own any other property and currently receives assistance through Medicaid so she has no other assets. Based on 2019 federal Medicaid income limits, Mrs. Shanley has an annual income of less than \$18,732.00.

Back in 2015, in order to comply with a new State of Ohio Office of Community Development CHIP program requirement, Council did authorize a change to the owner occupied rehabilitation program policies that converted 75% of a rehabilitation loan to a forgivable loan after a 5 year period (i.e. 75% is now a grant) and then deferred the payment of the remaining 25% (loan) until sale or deed transfer. The new policy applied to new rehabilitation loans only and was not applied retroactively to the active loans in the City's rehabilitation loan portfolio.

Since Mrs. Shanley's loans were issued in 1995 prior to this policy change, it is not applicable to her situation, but even if it could be applied, a balance of \$4,096.63 (25%) will still be due. Mrs. Shanley does not have the financial means to pay even at that level so Mrs. Shanley's daughter is requesting Council consider converting the full amount due to a grant.

I am respectfully requesting time at the March 4<sup>th</sup> Council Committee session to discuss this matter in greater detail and to request Council authorization, with emergency, to convert the two deferred loans to grants in order to release Mrs. Shanley from the financial liability.

If you need any additional information in order to add this item to the March 4, 2020 Council Committee session, please let me know.

Thank you.

Attachments

Cc: Hope Jones, Law Director  
Amy Wilkens, Clerk of Council  
Kathy Petsko, Grants & Neighborhood Programs Coordinator  
CHP95/HR-08, Shanley M. 1501 Franklin Ave File



JADC  
RECEIVED FOR RECORD  
AT 10:49:49 AM/PM

9625889

D.P. NO. 159  
LINDA K. FAUCHAUSER  
PORTAGE COUNTY RECORDER  
FEE 18.00

CITY OF KENT  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
325 S. DEPEYSTER STREET  
KENT, OHIO 44240  
(216) 878-8108

OWNER-OCCUPIED REHABILITATION PROGRAM

**INDEXED**

MORTGAGE

The undersigned property owner(s) (hereinafter referred to as Mortgagor), in consideration of the receipt of Nine Thousand Four Hundred Fifty-five & 00/100 Dollars (\$ 9,455.00) as a deferred payment loan from the City of Kent (hereinafter to as the Mortgagee) for the rehabilitation, preservation and enhancement of residential real property commonly known as 1501 Franklin Avenue, Kent, OH 44240 and further described as:

Situated in the City of Kent, County of Portage, and State of Ohio: And known as being a part of original Lot No. Seven (7) described as follows: Beginning at an iron pin in the center of Franklin Avenue and the old South Corporation line of the City of Kent, Ohio, 1956; thence S. 89 deg. 45' East a distance of 30.04 feet to a stake set in the East property line of Franklin Avenue also marking the said South Corporation line as it meets the Easterly line of Franklin Avenue; thence S. 1 deg. 52' West along the Easterly line of Franklin Avenue a distance of 108.80 feet to a stake; thence S. 4 deg. 32' West along the Easterly line of Franklin Avenue (Kent-Uniontown Road) a distance of 41.20 feet to the Northeast corner of a proposed 60 foot street; thence along the Easterly line of Franklin Avenue (Kent-Uniontown Road) a distance of 60 feet to the Southeast corner of a proposed street; the same being the point of beginning for parcel "A"; thence S. 4 deg. 32' West along the Easterly line of Franklin Avenue (Kent-Uniontown Road) a distance of 50.00 feet; thence S. 85 deg. 28' East a distance of 150.00 feet; thence N. 4 deg. 32' East a distance of 50.00 feet; thence No. 85 deg. 28' West a distance of 150.00 feet to the place of beginning. Parcel "A" as shown contains 0.172 acres of land.

(hereinafter referred to as the Property) legal or equitable title to which is held by the Mortgagor, hereby agrees and consent to the creation and imposition of a lien upon the Property for the benefit of the Mortgagee, subject to the following terms and conditions:

- 1) Such lien shall be in full amount of deferred payment loan given the Mortgagee to the Mortgagor, as evidenced by a promissory note with the following terms & conditions:  
The amount of the loan in \$ 9,455.00 at 3 % interest per annum, all due and payable upon the sale or transfer of the property being mortgaged.
- 2) The Mortgagor agrees: that any default on a superior lien shall be a default on this lien and shall render the balance due hereunder at once due and payable.
- 3) The Mortgagor agrees: to keep the Property in good condition and repair; to complete or restore promptly in a good and workmanlike manner any part of dwelling which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished to the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act thereon in violation of law.
- 4) The Mortgagor agrees: to provide, maintain and deliver to the Mortgagee evidence of fire and extended coverage insurance satisfactory to the Mortgagee in the order and amount sufficient to permit repair or replacement pursuant to Paragraph 3, above, of the balance outstanding of this lien.

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- 5) The Mortgagor agrees: to pay all taxes, assessments utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency.
- 6) The Mortgagor agrees: to reside as owner occupant at this address for the length of the lien. If any portion of said Property becomes a rental unit, the loan amount and the accrued interest become due in full immediately.
- 7) The term of this lien shall be until the transfer of ownership, or upon payment in full of the loan amount plus any accrued interest. Unless prepaid, this lien shall be satisfied and be released by the Mortgagee upon full payment of \$ 9,455.00.
- 8) During the term of this lien the Mortgagor shall not be required to make payments of principal, PROVIDED HOWEVER, that if the Mortgagor shall be in default of any of the terms of conditions of this lien, then the unpaid and remaining balance shall become immediately due and payable upon demand by the Mortgagee.
- 9) The deferred payment loan evidenced by this lien may not be assigned and/or assumed.
- 10) To assure and protect its rights in this lien and the Property, the Mortgagor shall have the right of access and inspection of the Property at reasonable times and with reasonable notice to the Mortgagee. Reasonable notice shall be considered 24 hours.
- 11) Any forbearance by the Mortgagee with respect to any of the terms and conditions of this lien in no way constitutes a waiver of any of the Mortgagee's rights or privileges granted hereunder.
- 12) Any notice of one party to the other shall be in writing to the parties as follows:

The Mortgagee:                      The City of Kent  
    Department of Community Development  
    325 S. Depeyster Street  
    Kent, OH 44240

The Mortgagor:                      Marie L. Shanley "widowed & not remarried"  
    1501 Franklin Avenue  
    Kent, OH 44240

- 13) The interpretation and application of this lien shall be in accordance with the laws and procedures of the State of Ohio, as they may from time to time be amended.
- 14) In the event of default and nonpayment of the balance by the Mortgagor, the Mortgagee may take such measures as may be lawful to it for recovery of the indebtedness and including, but not limited to, foreclosure and sale of Mortgagor's rights in the Property and/or the assignment and collection of the rents and profits of the Property.
- 15) It is further mutually covenanted and agreed by and between said Mortgagor, their heirs, executors and administrators, and said Mortgagee, its successors and assigns, that said Mortgagee, its successors and assigns may and said Mortgagee hereby is authorized and empowered to do any and all things by said Mortgagee to be done as provided by the Revised Code of Ohio regulating Mechanics' Liens, and if this be a construction loan, the following shall apply:

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This mortgage is to be effective under Section 1311.14 of the Revised Code of the State of Ohio, and the name and address of the Mortgagee is the City of Kent, Kent, Ohio. It is hereby respectively covenanted and agreed by and between the Mortgagor and Mortgagee that the said Mortgagee is hereby authorized and empowered to do all things in said act provided by said Mortgagee to be done, so that the lien and claim of the Mortgagee shall be prior to all Mechanics Lien, Material Men's Liens and similar liens, provided for under section 1311 et seq. of the Revised Code of Ohio.

18) Upon satisfactory completion of all terms and conditions of this lien by the Mortgagor or upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this lien by the Mortgagee at the Mortgagor's own cost.

This lien is expressly created and imposed upon the above described Property for the purpose of assuring the compliance of the Mortgagor with terms and conditions incident to the deferred payment loan evidenced by this lien, such loan being exclusively for the purpose of rehabilitating, preserving and enhancing dwelling unit(s) in accordance with the rules and procedures of the Owner Rehabilitation Program of the City of Kent.

IN WITNESS WHEREOF, Marie L. Shanley have here unto set her hand(s), 14th day of NOVEMBER, A.D., 1996.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Brandy Kuhar  
Witness BRANDY KUCHAR  
Jane E. Martyn  
Witness JANE E. MARTYNE

Marie L. Shanley ✓  
Mortgagee (Homeowner)  
MARIE L. SHANLEY  
11-14-96  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mortgagee (Homeowner)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

State of Ohio  
County of Portage

Before me, a Notary Public in and for said county and state, personally appeared, the above named who acknowledged that he (she) (they) did sign the forgoing instrument and that the same is (his) (her) (their) free act and deed. In testimony whereof, I have unto, set my hand and official seal, at Ravenna, Ohio, this 14th day of NOVEMBER, A.D. 1996.

Brandy Kuhar

BRANDY KUCHAR  
Notary Public - State of Ohio  
My Commission Expires Jan. 8, 2001

Prepared by: Portage Area Development Corp.  
Date: 11/14/96



RECEIVED FOR RECORD  
AT 10/10/03 AM/PM  
9701074 \$215  
D.R. # 169 753  
LINDA R. FAHMY  
PORTAGE COUNTY RECORDER  
FEE 18.00

CITY OF KENT  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
325 S. DEPEYSTER STREET  
KENT, OHIO 44240  
(216) 678-8108  
OWNER-OCCUPIED REHABILITATION PROGRAM

**INDEXED**

**MORTGAGE**

The undersigned property owner(s) (hereinafter referred to as Mortgagor), in consideration of the receipt of Three Thousand One Hundred Fifty & 00/100 Dollars (\$ 3,150.00 ) as a deferred payment loan from the City of Kent (hereinafter to as the Mortgagee) for the rehabilitation, preservation and enhancement of residential real property commonly known as 1501 Franklin Avenue, Kent, OH 44240 and further described as:

Situated in the City of Kent, County of Portage, and State of Ohio:  
And known as being a part of original Lot No. Seven (7) described as follows:  
Beginning at an iron pin in the center of Franklin Avenue and the old South Corporation line of the City of Kent, Ohio, 1956; thence S. 89 deg. 45' East a distance of 30.04 feet to a stake set in the East property line of Franklin Avenue also marking the said South Corporation line as it meets the Easterly line of Franklin Avenue; thence S. 1 deg. 52' West along the Easterly line of Franklin Avenue a distance of 108.80 feet to a stake; thence S. 4 deg. 32' West along the Easterly line of Franklin Avenue (Kent-Uniontown Road) a distance of 41.20 feet to the Northeast corner of a proposed 60 foot street; thence along the Easterly line of Franklin Avenue (Kent-Uniontown Road) a distance of 60 feet to the Southeast corner of a proposed street; the same being the point of beginning for parcel "A"; thence S. 4 deg. 32' West along the Easterly line of Franklin Avenue (Kent-Uniontown Road) a distance of 50.00 feet; thence S. 85 deg. 28' East a distance of 150.00 feet; thence N. 4 deg. 32' East a distance of 50.00 feet; thence No. 85 deg. 28' West a distance of 150.00 feet to the place of beginning. Parcel "A" as shown contains 0.172 acres of land.

(hereinafter referred to as the Property) legal or equitable title to which is held by the Mortgagor, hereby agrees and consent to the creation and imposition of a lien upon the Property for the benefit of the Mortgagee, subject to the following terms and conditions:

- 1) Such lien shall be in full amount of deferred payment loan given the Mortgagee to the Mortgagor, as evidenced by a promissory note with the following terms & conditions:  
The amount of the loan in \$ 3,150.00 at 3 % interest per annum, all due and payable upon the sale or transfer of the property being mortgaged.
- 2) The Mortgagor agrees: that any default on a superior lien shall be a default on this lien and shall render the balance due hereunder at once due and payable.
- 3) The Mortgagor agrees: to keep the Property in good condition and repair; to complete or restore promptly in a good and workmanlike manner any part of dwelling which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished to the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act thereon in violation of law.
- 4) The Mortgagor agrees: to provide, maintain and deliver to the Mortgagee evidence of fire and extended coverage insurance satisfactory to the Mortgagee in the order and amount sufficient to permit repair or replacement pursuant to Paragraph 3, above, of the balance outstanding of this lien.

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- 5) The Mortgagor agrees: to pay all taxes, assessments utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency.
- 6) The Mortgagor agrees: to reside as owner occupant at this address for the length of the lien. If any portion of said Property becomes a rental unit, the loan amount and the accrued interest become due in full immediately.
- 7) The term of this lien shall be until the transfer of ownership, or upon payment in full of the loan amount plus any accrued interest. Unless prepaid, this lien shall be satisfied and be released by the Mortgagee upon full payment of \$ 3,150.00.
- 8) During the term of this lien the Mortgagor shall not be required to make payments of principal, PROVIDED HOWEVER, that if the Mortgagor shall be in default of any of the terms of conditions of this lien, then the unpaid and remaining balance shall become immediately due and payable upon demand by the Mortgagee.
- 9) The deferred payment loan evidenced by this lien may not be assigned and/or assumed.
- 10) To assure and protect its rights in this lien and the Property, the Mortgagor shall have the right of access and inspection of the Property at reasonable times and with reasonable notice to the Mortgagee. Reasonable notice shall be considered 24 hours.
- 11) Any forbearance by the Mortgagee with respect to any of the terms and conditions of this lien in no way constitutes a waiver of any of the Mortgagee's rights or privileges granted hereunder.
- 12) Any notice of one party to the other shall be in writing to the parties as follows:
 

The Mortgagee:	The City of Kent Department of Community Development 325 S. Depeyster Street Kent, OH 44240
The Mortgagor:	Marie L. Shanley "widowed & not remarried" 1501 Franklin Avenue Kent, OH 44240
- 13) The interpretation and application of this lien shall be in accordance with the laws and procedures of the State of Ohio, as they may from time to time be amended.
- 14) In the event of default and nonpayment of the balance by the Mortgagor, the Mortgagee may take such measures as may be lawful to it for recovery of the indebtedness and including, but not limited to, foreclosure and sale of Mortgagor's rights in the Property and/or the assignment and collection of the rents and profits of the Property.
- 15) It is further mutually covenanted and agreed by and between said Mortgagor, their heirs, executors and administrators, and said Mortgagee, its successors and assigns, that said Mortgagee, its successors and assigns may and said Mortgagee hereby is authorized and empowered to do any and all things by said Mortgagee to be done as provided by the Revised Code of Ohio regulating Mechanics' Liens, and if this be a construction loan, the following shall apply:

VOL. 0169 PAGE 152

This mortgage is to be effective under Section 1311.14 of the Revised Code of the State of Ohio, and the name and address of the Mortgagee is the City of Kent, Kent, Ohio. It is hereby respectively covenanted and agreed by and between the Mortgagor and Mortgagee that the said Mortgagee is hereby authorized and empowered to do all things in said act provided by said Mortgagee to be done, so that the lien and claim of the Mortgagee shall be prior to all Mechanics Lien, Material Men's Liens and similar liens, provided for under section 1311 et seq. of the Revised Code of Ohio.

- 16) Upon satisfactory completion of all terms and conditions of this lien by the Mortgagor or upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this lien by the Mortgagee at the Mortgagor's own cost.

This lien is expressly created and imposed upon the above described Property for the purpose of assuring the compliance of the Mortgagor with terms and conditions incident to the deferred payment loan evidenced by this lien, such loan being exclusively for the purpose of rehabilitating, preserving and enhancing dwelling unit(s) in accordance with the rules and procedures of the Owner Rehabilitation Program of the City of Kent.

IN WITNESS WHEREOF, Marie L. Shanley have here unto set her hand(s), 13<sup>th</sup> day of January A.D., 1997.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Brandy Kuhar  
Witness BRANDY KUCHAR  
Tom Boscarillo  
Witness TOM BOSCARILLO

Marie L. Shanley  
Mortgagee (Homeowner)  
MARIE L. SHANLEY  
1-13-97  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mortgagee (Homeowner)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

State of Ohio  
County of Portage

Before me, a Notary Public in and for said county and state, personally appeared, the above named who acknowledged that (he) (she) (they) did sign the forgoing instrument and that the same is (his) (her) (their) free act and deed. In testimony whereof, I have unto, set my hand and official seal, at Kent Ohio, this 13<sup>th</sup> day of January A.D. 1997.

Brandy Kuhar

BRANDY KUCHAR  
Notary Public - State of Ohio  
My Commission Expires Jan. 8, 2001

101 0169 not 153

Prepared by: Portage Area Development Corp.  
Date: 1/9/97





# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

**To:** Dave Ruller, City Manager

**From:** Rhonda C. Hall, CPA, Director of Budget and Finance

**Date:** February 25, 2020

**Re:** FY2020 Appropriation Amendments, Transfers, and Advances

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

### Fund 001 – General

Increase \$ 17,177 Finance Admin. / Other (O&M) – Additional funding to cover past invoice from Tyler/New World per B. Huff 2/56/2020 memo.

Increase \$ 9,636 Community Development / Other (O&M) – Additional funding to cover past invoice from Tyler/New World per B. Huff 2/56/2020 memo.

Increase \$ 7,000 Health Dept. / Other (O&M) – Additional funding to cover financial statement preparation as required by the Auditor of State per B. Huff 2/56/2020 memo.

### Fund 106 – Recreation

Increase \$ 7,400 Parks & Rec./ Other (O&M) – Additional funding for K-6 Child Care for Step Up to Quality Award received from Ohio Dept. of Job and Family Services per K Schwartzhoff 2/18/20 memo.

### Fund 136 – CHIP Grant

Increase \$ 7,400 CHIP Grant/Comm. Depvpmnt./ Other (O&M) – Additional funding for rehabilitation activities for grant received from State of Ohio Development Services Agency per B Susel 2/24/20 memo.

### Fund 301 – Capital

Increase \$ 50,000 Capital / SVC-Capital Facilities – Additional funding to cover the removal of underground fuel tanks per M Baker 1/24/2020 memo. Replacement of the underground fuel tanks was previously appropriated for \$200,000, however, the City has modified the Capital Plan to instead remove the tanks.

Increase \$ 50,000 Capital / SVC-Capital Facilities - Reappropriate 2019 funds for IT System build out, host server for virtual server, Windows 10 Upgrade, and backup firewall per G. Bishop 2/10/2020 memo.





CITY OF KENT, OHIO  
DEPARTMENT OF BUDGET AND FINANCE

**To:** Rhonda Hall, Director of Budget and Finance

**From:** Brian Huff, Controller

**Date:** February 5, 2020

**Re:** Appropriation Amendments Needed

- 
- 1) **An amendment to appropriations in fund 001 are being requested due to past bills for our Tyler/New World system from 2018 that were not paid. The vendor had issues with their billing in the past and have now determined that money was owed to them from 2018, and our review verified that they are correct. Please appropriate \$9,636 to 001-04-540-401-7390 and \$17,177 to 001-07-570-708-7390.**
  - 2) **Additional appropriations are also needed to fund the financial statement preparation that is required for an audit of the Health Department. Please appropriate \$7,000 to 001-02-520-201-7340.**

Thank you!

  
Brian Huff, Controller



# Memo

TO: Rhonda Hall  
FROM: Kevin Schwartzhoff  
DATE: February 18, 2020  
RE: Kent Parks and Recreation Donation

We request an increase to the 2020 budget for K-6 Child Care account 106 530 303 7420 in the amount of \$7,376.27. This amount was from funding received in 2019 from Ohio Department Job and Family Services for Step Up To Quality Award. We did not appropriate the awarded funding in 2019 but would like it appropriated for 2020.

PC: Budget & Finance  
Amy Wilkens, Clerk of Council  
Kent Parks & Recreation Board




# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: February 24, 2020

TO: Rhonda Hall, Budget & Finance Director

FROM: Bridget Susel, Community Development Director 

RE: Appropriations Request: Community Housing Impact & Preservation (CHIP) Grant

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The City of Kent received a \$250,000 Community Housing Impact & Preservation (CHIP) Grant from the State of Ohio Development Services Agency (ODSA) in September 2019. The funding is provided for rehabilitation activities that will occur over a two year period, beginning in 2020.

The Community Development Department anticipates it will be utilizing a portion of the CHIP grant allocation in 2020 for 2-3 different projects. I am respectfully requesting the appropriation of \$100,000 in CHIP funds to the newly created 136 CHIP fund line.

Thank you for your consideration of this matter. Please let me know if you need any additional information in order process this request.

Cc: Kathy Petsko, Grants & Neighborhood Programs Coordinator




# CITY OF KENT, OHIO

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## DEPARTMENT OF PUBLIC SERVICE

### MEMO

TO: Dave Coffee, Finance Director 

FROM: Melanie A. Baker, Service Director

DATE: 1/24/2020

SUBJECT: Funding for removal of the existing City fuel tanks –  
1220 Mogadore Road.

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The City of Kent has been under review for the last 3 years by the Ohio EPA, State Fire Marshall, Division of Underground storage tanks as to the safety and code compliance for our underground fuel storage tanks located at 1220 Mogadore Road. In 2017 we began the process of looking into changing how we purchase fuel and looking at companies that could provide the City with a full package of a fueling station and fuel delivery. In 2018 \$200,000.00 was placed into the budget for removal of the tanks. Since the tanks were still being used and final locations, decisions on above ground tanks and the cost for removals of old tanks were not confirmed, the \$200,000.00 was not reappropriated and removed into the 2019 capital budget.

In 2019 the City was able to finalize plans for a new above ground fueling station, and was able to find a supplier that was licensed with the State and could pull permits, install an above ground fueling station which is located at 611 Plum Creek (next to vehicle maintenance) and could supply the City with fuel. This supplier also monitors the tanks and ensures delivery of fuel.

This system was paid in our purchase of fuel and the initial set up for the program was done through operating budgets in every department that utilizes fuel. This was done as this is an improvement that was for the betterment of all departments.

The City was unable to remove the underground storage tanks in 2019 as we were still using those tanks and removing fuel that had been dropped for our fleet of vehicles.





# CITY OF KENT, OHIO

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## Information Technologies Department Memorandum

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**To:** Rhonda Hall, Finance Director  
**From:** Gary Bishop, IT & Communications Manager  
**Date:** 2/10/2020  
**Re:** Appropriations Amendment Request

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1. IT System Buildout. I am requesting a re-appropriation of funds in the amount of \$20,000 into the 2020 CIP. This amount was budgeted in 2019 as project 2019KSS001. The project was not started due to a shift in priorities with the engagement of QualityIP.
2. Additional Host Server for Virtual Environment. I am requesting a re-appropriation of funds in the amount of \$15,000 into the 2020 CIP. This amount was budgeted in 2019 as project 2019KSS003. The project was not started due to a shift in priorities with the engagement of QualityIP.
3. Replacement of Windows 7 Equipment. I am requesting a re-appropriation of funds in the amount of \$10,000 into the 2020 CIP. This amount was budgeted in 2019 as project 2019KSS004. These funds will be added to the 2020 funds available in project 2019KSS004.
4. Backup Firewall and Service. I am requesting a re-appropriation of funds in the amount of \$5,000 into the 2020 CIP. This amount was budgeted in 2019 as project 2019KSS005. The project was not started due to a shift in priorities with the engagement of QualityIP.

2/20/2020

Charter Test for Capital - 25% of Income Tax, Net of cost of collections

**Funds 124 and 128**

Actual Income Tax Fund 116  
 Less: Cost of Collection (NOTE: CASH Basis)  
 RITA retainer refund rec'd in 2019 for 2018  
 2019 Police tax fees 303.01.510.102.7390  
 2019 Finance Admin - 116.07.570.708 (Actual)  
 2019 Income Tax Admin - 116.07.570.709 (Actual)  
 Subtotal

2019

\$16,572,904.00  
 \$267,120.00 -  
 (\$54,336.07)  
 (\$166,221.37)  
 (\$525,389.83)  
 \$16,094,076.73  
 (X) 2/9  
 \$3,576,461.50

Income Tax Transfer for F#124, F#128

Actual Transfers Made

(\$5,523,933.00)

Excess Transfers made

(\$1,947,471.50) Since this # is negative more than legally required transfers already made to funds 124 and 128

**Fund 301**

QUALIFYING YTD BUDGET Expense For Capital Charter Test  
 Minus Interfund Transfer to F#402 - Debt Service  
 Actual capital spent in 001, 102, 116, 124, 126, or 128  
 Total Qualifying "Charter Test" Expenditures/Transfers  
 2019 Charter test requirement for Capital - I/T Transfer to F#301

\$3,576,461.50  
 (\$70,000)  
 (\$191,908.00)  
 \$3,314,553.50  
 \$3,314,553.50

Less: Actual 2019 Transfers Made

(\$3,031,933)

**Additional Transfers Needed to Fund 301 to true up 2019**

**\$282,620.50**

**Fund 303**

Net income tax after expenses  
 Total Calculated money to be paid into Fund 303  
 Total Actually transferred to 303

\$16,094,076.73  
 (X) 1/9  
 \$1,788,230.75  
 -1689459

**Additional Transfers owed to Fund 303 to true up 2019**

**\$98,771.75**

**KENT POLICE DEPARTMENT  
JANUARY 2020**

	JANUARY 2019	JANAURY 2020	TOTAL 2019	TOTAL 2020
CALLS FOR SERVICE	2427	2292	2427	2292
FIRE CALLS	414	351	414	351
ARRESTS, TOTAL	112	162	112	162
JUVENILE ARRESTS	3	12	3	12
O.V.I. ARRESTS	8	11	8	11
TRAFFIC CITATIONS	248	257	248	257
PARKING TICKETS	1051	870	1051	870
<b>ACCIDENT REPORTS</b>				
ACCIDENT REPORTS	62	57	62	57
Property Damage	48	28	48	28
Injury	0	7	0	7
Private Property	13	11	13	11
Hit-Skip	0	6	0	6
OVI Related	0	1	0	1
Pedestrians	1	4	1	4
Fatals	0	0	0	0
<b>U.C.R. STATISTICS</b>				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	1	0	1	0
Assault Total	15	12	15	12
Serious		1		0
Simple	14	12	14	12
Burglary	6	4	6	4
Larceny	21	27	21	27
Auto Theft	0	1	0	1
Arson	0	0	0	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
TOTAL	43	44	43	44
<b>CRIME CLEARANCES</b>				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	0	0	0
Assault Total	18	10	18	10
Serious		1		0
Simple	18	10	18	10
Burglary	3	2	3	2
Larceny	0	6	0	6
Auto Theft	0	0	0	0
Arson	0	0	0	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
TOTAL	21	18	21	18





# City of Kent Fire Department

320 S. Depeyster St.  
Kent, Ohio 44240

Dave Ruller  
Mayor Jerry Fiala  
City Council  
Franklin Township Trustees

Enclosed is the Kent Fire Department 2019 annual report. This report is broken down into various topics such as stations, run volume, maintenance and apparatus and is meant to give a snapshot of overall departmental activity and expenditures.

One of the largest expenditures in 2019 was the Pierce Heavy Rescue Truck. This new truck and related equipment has improved our ability to provide technical rescue services to the Kent community.

The Kent Fire Department continues to see much change, and 2019 was no exception. The run volume in 2019 continued to be high, matching 2018's record numbers, and our mission has always been the same: *Safeguarding our Community as we serve in a caring, professional, and supportive way.*

Sincerely;

John Tosko  
Fire Chief

## **Fire Stations**

<b>Facility</b>	<b>Year Built</b>	<b>Condition</b>
Main Fire Station	1968/2003	Excellent
West Side Fire Station	1949	Fair

The main fire station is almost seventeen years old. The structure has held up well over the past 17 years, however, we are starting to see some problems arise that will have to be taken care of in the near future like the roof and garage doors. The mechanical systems, with proper maintenance will continue to operate efficiently for years to come.

The West Side Fire Station was built in 1949 and houses a front line pumper and a med unit, plus a light vehicle. An addition was built in the early 1990's to add additional living quarters and restroom facilities. This station is still in fair condition despite its age. In 2020, an addition and renovation is planned to add functional space for such things as structural firefighting storage, EMS equipment/supply storage, small tools and equipment storage, and a small addition to the kitchen. The original flat roof will be replaced with a new, modern pitched roof to fix long-standing water leakage problems. Also, the rear parking lot will be paved and an emergency generator will be installed, allowing for continuous operations during power outages.

## Fire Department Apparatus

<b>Med Units</b>	<b>Year purchased</b>	<b>Expected Replacement</b>	<b>Condition</b>
Med 1	2016	2026	Excellent
Med 2	2017	2027	Excellent
Med 3	2012	2020	Good
Med 4*	2012	2020	Good

<b>Pumpers</b>	<b>Year purchased</b>	<b>Expected Replacement</b>	<b>Condition</b>
Engine 1	2004	2024	Good
Engine 2*	2004	2024	Good

<b>Ladders</b>	<b>Year purchased</b>	<b>Expected Replacement</b>	<b>Condition</b>
Ladder 1	2014	2034	Excellent
Tower 1	1994	2022	Fair

<b>Rescues</b>	<b>Year purchased</b>	<b>Expected Replacement</b>	<b>Condition</b>
Rescue 1	2019	2034	Excellent
Confined Sp.	1996		Poor
Polaris UTV	2020	2035	Excellent

<b>Other Vehicles</b>	<b>Year purchased</b>	<b>Expected Replacement</b>	<b>Condition</b>
Chief	2013	2023	Excellent
EMS Chase	2016	2026	Excellent
EMS Chase	2016	2025	Excellent
Fire Prevent.	2017	2027	Excellent
Fire Prevent.	2009	2019	Good
Grass Fire*	2004	2024	Good
Dive Truck	2008	2018	Fair

\*Denotes Franklin Twp. owned vehicles



**John Tosko**  
Fire Chief  
Serving Since 1988

**Christina Lillich**  
Administrative  
Assistant

**William Myers**  
Captain Grey Shift  
Serving Since 1989

**Jamie Samels**  
Lieutenant  
Serving Since 1997

**Steve Smith**  
Firefighter/Paramedic  
Serving Since 1987

**Brad McDougal**  
Firefighter/Paramedic  
Serving Since 1988

**Brian Pengal**  
Firefighter/Paramedic  
Serving Since 2003

**James Taylor**  
Firefighter/Paramedic  
Serving Since 2011

**Tim Hinkle**  
Firefighter/Paramedic  
Serving Since 2013

**Jake Robinson**  
Firefighter/Paramedic  
Serving Since 2014

**Caleb Schjeldahl**  
Firefighter/Paramedic  
Serving Since 2016

**Ben Johnson**  
Firefighter/Paramedic  
Serving Since 2017

**Matt Bright**  
Firefighter/Paramedic  
Serving Since 2018

**Dave Moore**  
Captain Black Shift  
Serving Since 1998

**Patrick Edwards**  
Lieutenant  
Serving Since 1997

**Robert Dietrich**  
Firefighter/Paramedic  
Serving Since 1988

**Paul Bevere**  
Firefighter/Paramedic  
Serving Since 1990

**Shawn Baynes**  
Firefighter/Paramedic  
Serving Since 1999

**Gary Lane**  
Firefighter/Paramedic  
Serving Since 2003

**Jason Peters**  
Firefighter/Paramedic  
Serving Since 2005

**Vince Yost**  
Firefighter/Paramedic  
Serving Since 2007

**Greg Miller**  
Firefighter/Paramedic  
Serving since 2009

**Robert Jacob**  
Firefighter/Paramedic  
Serving Since 2015

**James Wojkiewicz**  
Firefighter/Paramedic  
Serving Since 2017

**Rich Lynn**  
Captain White Shift  
Serving Since 1990

**Craig Peeps**  
Lieutenant  
Serving Since 1998

**Jim Ansley**  
Firefighter/Paramedic  
Serving Since 1988

**Scott Simmons**  
Firefighter/Paramedic  
Serving Since 1997

**Brock Murphy**  
Firefighter/Paramedic  
Serving Since 2000

**Scott Craig**  
Firefighter/Paramedic  
Serving Since 2003

**John Korzenko**  
Firefighter/Paramedic  
Serving Since 2005

**Matt Mathis**  
Firefighter/Paramedic  
Serving Since 2007

**Patrick Paisley**  
Firefighter/Paramedic  
Serving Since 2009

**Tyler Simpkins**  
Firefighter/Paramedic  
Serving Since 2017

**Chris Byrnes**  
Firefighter/Paramedic  
Serving Since 2017

**Fire Prevention**  
Lt. Jeff Coffee  
Serving Since 1998

**Fire Prevention**  
Lt. Jeff Tyler  
Serving Since 2011



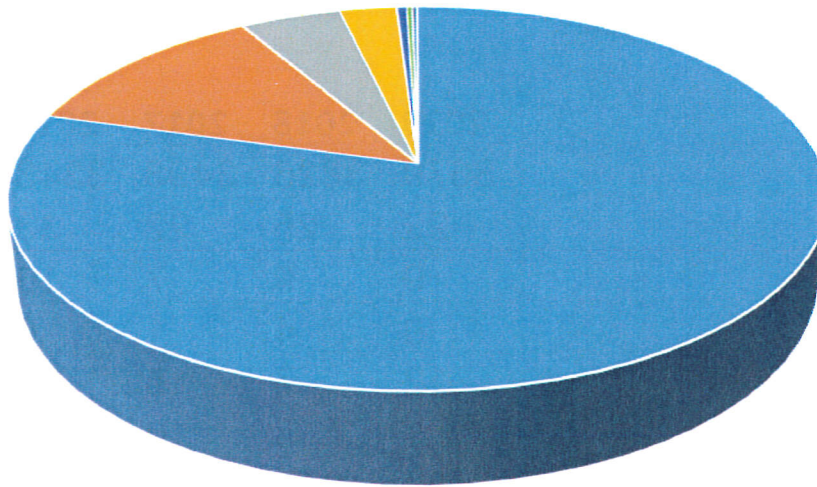
## Run Volume

Below is the run volume for the past four years for Kent, KSU, Franklin Township, and the village of Sugar Bush Knolls. As one can see, we have had a steady increase in EMS calls, a 10% increase since 2016. This number is projected to increase. Overall, runs other than EMS have increased 28% since 2016. We continue to strive to keep false alarms at a minimum, however the recent increase in student housing and commercial properties in the City has helped push the false alarms higher. We responded to 28 opiate overdoses in 2019 compared to 20 in 2018, however this number is still much less than earlier years.

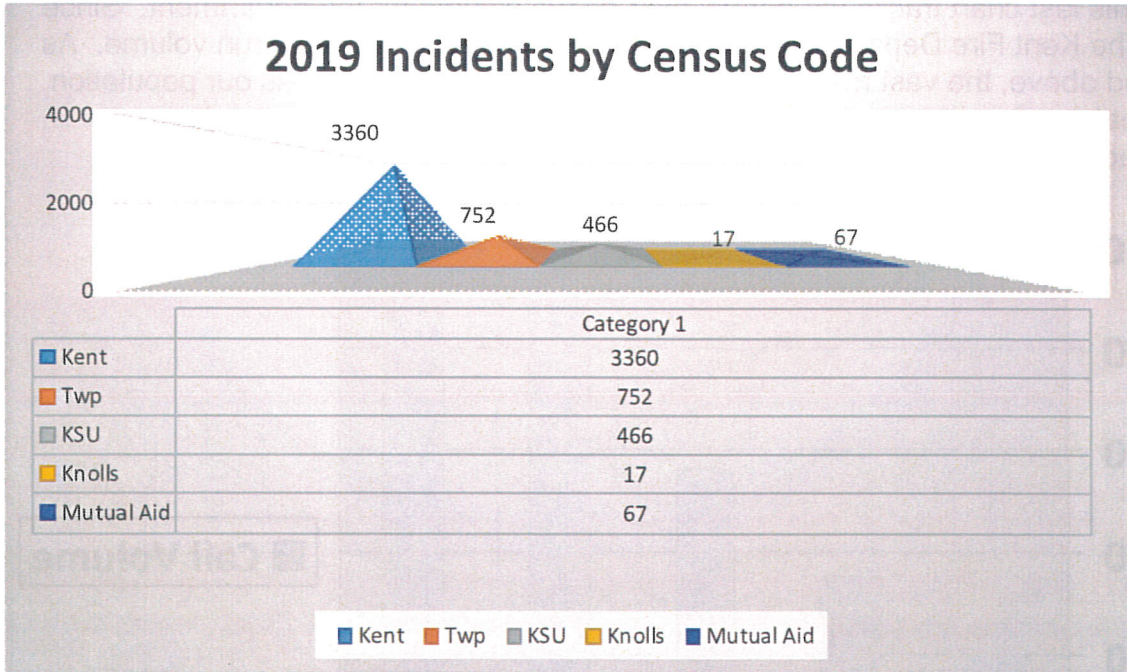
<b>Type of Call</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
EMS/Rescue	3679	3826	3498	3343
Structure Fires	22	25	22	33
Vehicle Fires	9	9	7	10
Brush Fires	0	4	1	0
Rubbish/Dumpster Fires	12	7	15	14
Other Types of Fires	1	8	10	7
False Alarms	220	216	186	190
Hazardous/Haz-Mat Responses	122	129	110	110
All Other Responses	563	400	435	377
<b>Subtotal</b>	<b>4628</b>	<b>4624</b>	<b>4284</b>	<b>4084</b>
Mutual Aid Given	39	53	68	63
Mutual Aid Received	41	42	34	69
<b>Grand Total</b>	<b>4667</b>	<b>4677</b>	<b>4352</b>	<b>4147</b>

## Run Volume

- EMS
- False Alarms
- Structure fires
- Vehicle Fires
- Brush Fires
- All Other Responses
- Haz-Mat Responses
- Dumpster Fires
- All Other Fires

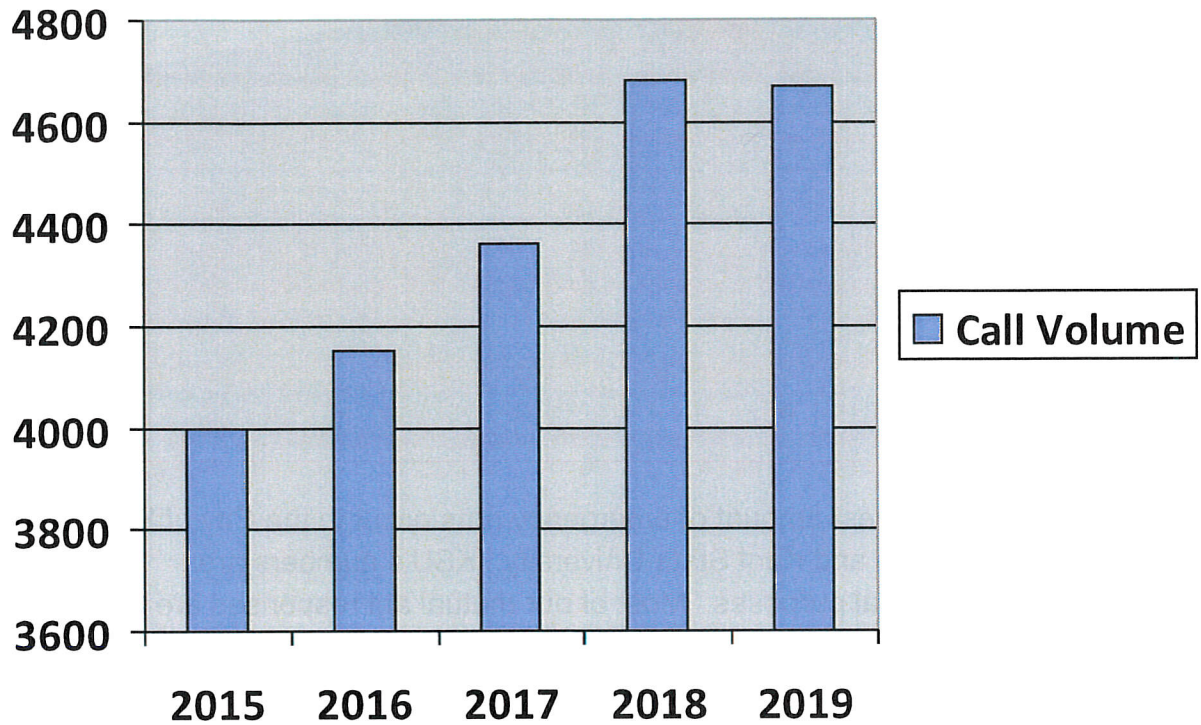


As shown above, EMS responses account for 78.8% of total responses followed by "Other Responses" such as carbon monoxide, service calls, and wires down calls at 12%. False alarms account for 4.7% of responses and hazardous types of calls (gas leaks, wires down calls) account for 2.6% of total responses.



As one can see, the largest amount of emergency runs occur in the City of Kent, followed by Franklin Township and Kent State University. KSU's numbers are separated out only for statistical purposes. Most of our mutual aid responses are to Brimfield Township, Stow, and Ravenna Township.

This last chart tracks the annual over-all run volume for the department. Since 2015, The Kent Fire Department has seen a 17% increase in overall run volume. As indicated above, the vast majority of the increase is in EMS calls. As our population ages, that number is expected to increase. As shown, our overall run volume remained even from 2018.



### 2019 Projects

In 2019, we saw the beginning of many projects and the continuation of old ones to increase safety and efficiency for firefighters and to better protect the citizens we serve. Some of these projects are:

1. **Heavy Rescue Truck:** In 2019, the department's first new Heavy Rescue Truck in 27 years was ordered. Delivery of this truck was in March of 2019. New rescue equipment such as Hurst "Jaws of Life", support struts, new rescue boat motor, and power tools have all been placed on the truck.
2. **PulsePoint:** As you may recall, PulsePoint is a CPR smart phone app, designed to improve sudden cardiac arrest survival rates. The Project,



funded by University Hospitals is running smoothly and is generating alerts.

3. **Lexipol:** Currently, we are working with nation-wide company called Lexipol to re-write our policies and procedures. These policies, though local, are vetted against local, state and federal laws.
4. **Polaris Ranger UTV:** In early January 2020, we took delivery of a Polaris Utility Vehicle. This vehicle will allow us to enhance our response times and capabilities to certain areas currently not accessible by regular Medic Units. These areas include parks, hike & bike trails, downtown events, and rail lines. This unit has emergency lights and sirens which enable it to respond quickly across town to enter these "off-road" areas.

## **Maintenance**

### **Vehicle Maintenance**

Our apparatus fleet is in good shape compared to many other fire departments in the area thanks to a capital budget plan that allows us to keep up with apparatus replacement. All four of our ambulances are in excellent conditions and have identical configurations. The main concern continues to be the 1994 100' Ladder truck. This truck is projected to be replaced in 2022. As newer ambulances and fire apparatus such as the new Heavy Rescue are placed into service, the annual maintenance costs have lowered. In 2019, the Fire Department expensed \$26,926 compared to \$28,998 in overall vehicle maintenance in 2018, and over \$30,000 in 2017.

### **Building Maintenance**

As stated above, Station One is now seventeen years old and is beginning to show its age at several levels. The HVAC system including the boiler is the biggest concern for 2020. We expensed \$30,355 on building maintenance in 2019, mostly at Station One compared to \$33,588 in 2018.

## **Training**

### **EMS Training**

EMS training is provided to insure members are provided the best opportunity to achieve the Continuing Medical Education (CME) required for EMS certifications. University Hospital (UH) continues to provide monthly medical

training. Collectively, the Firefighter/Paramedics trained 1,605 hours in EMS continuing medical education in 2019 for an average of 44.6 hours per medic.

### **Fire Training**

Monthly fire training on core competencies was completed for the fifth year in a row. These skills include: quick SCBA donning, MAYDAY operations, search & rescue, fire pump operations, aerial ladder & hose line operations and forcible entry. Collectively Firefighters trained 1,173 hours in 2019 in firefighter education in 2019 for an average of 32.5 hours per firefighter. Maintaining these vitals skills increases safety while improving capabilities when called upon to in an emergency. The fire department also once again prioritized training in rural water movement operations utilizing the recently installed “Dry Hydrants” which were installed in West Twin Lake. These “Dry Hydrants” are fed directly by the lakes and provide the residents of that area much improved water flow for firefighting operations.

### **Specialized Training**

Specialized training includes HAZ-MAT, search & rescue and water rescue. Members are trained to the operations level in each of these disciplines. Select members then gain technician level training as part of each County team. These teams train an average of four hours each month. With the purchase of our new heavy rescue truck and new specialized rescue equipment, the department hosted multiple advanced rescue classes in vehicle extrication and confined space rescue.

The significant rash of river rescues that began early in the summer, created a need for department members to evaluate each incident and to train in areas that more training was needed. Specifically, the change in river water level during the incidents created different scenarios that crews needed to adjust to. The department created action plans for each of these different scenarios and trained on each. One plan involved creating fast response gear bags, utilizing gear and equipment that the department already had. These bags were organized and designed to insure that crews were able to quickly construct a high line across the river during shallow water rescues. This planning and training paid off when crews had to conduct a rescue in the dark to rescue a young female swimmer.

In the fall, nearly every member of the department completed a river orientation trip down the Cuyahoga River, from Riverbend to the Middlebury Road boat ramp. This training allowed each member to navigate through each portion of the river and to orient themselves to the numerous hazards the river

can pose. Access points along this entire stretch of river were identified and recorded for future pre-planning of river rescue operations.

## **Fire Prevention**

### **Introduction**

The Kent Fire Prevention Bureau is staffed with two full-time and one part-time Fire Safety Inspectors. The part-time inspector is supported by Franklin Township, and concentrates activities in Franklin Township. Both full-time Inspectors are also Certified Professional Firefighters and EMT-Paramedics. It should be noted that while assigned to the Fire Prevention Office, the staff is required to maintain training and continuing education in all certification levels.

### **Services we provide**

As part of our daily operations we perform fire safety inspections for commercial businesses, Kent State University (new construction and renovations), Greek Housing, and foster/adoption homes throughout the City of Kent. In addition, we provide workplace fire safety education training, and “live burn” fire extinguisher training for businesses in Kent and Franklin Twp. We work extensively with local business and industry to assist them in developing their emergency action plans as well as life safety plans.

Our fire safety education program is focused on all school aged children from Pre-K through 4<sup>th</sup> grade. This includes Child Care Centers, LEAP, and Head Start programs. As part of our program, we include our “Hazard House” which helps kids gain a visual understanding of the importance of fire hazards in their homes, smoke detectors, and knowing two ways out. Our fire safety education program begins in the summer with Kent Safety School and goes throughout the month of October, which is Fire Prevention Month across the United States.

In addition, we partner with KSU Fire Safety to provide fire education to KSU Greeks, and students living in dorms. This typically goes on throughout the school year and includes the annual Greek Fire Academy, an all-day educational event for Fraternity and Sorority Leaders.

### **Special Events**

Fire Prevention also inspects all fireworks shows both on and off campus throughout the year. We inspect outdoor vendors throughout the festival season

and conduct occupancy (overcrowding) inspections for downtown bars on targeted weekends throughout the year, including St. (and Fake) Patrick's Day, May Day, and Halloween.

**Fire Safety Inspections Completed:** Total of 1,144 inspections in 2019 compared to 1,095 in 2018 for both the City and Township

### **In Summary**

2019 was again a fairly busy year, with almost 4,700 emergency runs performed. Continued attempts are made to keep these numbers down through patient follow-ups to ensure they are getting the best and most appropriate care possible.

We have a vision statement which is meant to guide us as we make decisions throughout the course of the year:

*The Kent Fire department will continue to develop new partnerships and programs to increase the safety of the community by providing means to improve training and education, improve emergency response and develop new strategies to solve problems while keeping true to our values and mission.*





## KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT DECEMBER 2019

### FIRE INCIDENT RESPONSE INFORMATION

#### Summary of Fire Incident Alarms

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
Mutual Aid Given	
<b>Total Fire Incident Alarms</b>	

CURRENT PERIOD			YEAR TO DATE		
2019	2018	2017	2019	2018	2017
53	49	42	787	665	611
12	7	17	147	126	122
7	7	12	200	172	175
0	0	0	6	3	2
1	2	4	35	30	36
<b>73</b>	<b>65</b>	<b>75</b>	<b>1175</b>	<b>996</b>	<b>946</b>

#### Summary of Mutual Aid Received by Location

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
<b>Total Mutual Aid</b>	

CURRENT PERIOD			YEAR TO DATE		
2019	2018	2017	2019	2018	2017
0	1	3	5	8	10
0	0	0	0	1	0
0	0	1	1	1	2
0	0	0	1	0	0
<b>0</b>	<b>1</b>	<b>4</b>	<b>7</b>	<b>10</b>	<b>12</b>

### EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

#### Summary of Emergency Medical Service Responses

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
Mutual Aid Given	
<b>Total Emergency Medical Service Responses</b>	

CURRENT PERIOD			YEAR TO DATE		
2019	2018	2017	2019	2018	2017
196	222	232	2549	2628	2527
18	31	21	315	371	300
47	40	43	544	567	507
0	9	1	11	36	3
1	2	1	32	36	36
<b>262</b>	<b>304</b>	<b>298</b>	<b>3451</b>	<b>3638</b>	<b>3373</b>

#### Summary of Mutual Aid Received by Location

City of Kent	
Kent State University	
Franklin Township	
Sugar Bush Knolls	
<b>Total Mutual Aid</b>	

CURRENT PERIOD			YEAR TO DATE		
2019	2018	2017	2019	2018	2017
3	8	0	24	32	13
0	0	0	4	3	6
2	0	0	8	1	3
0	0	0	0	0	0
<b>5</b>	<b>8</b>	<b>0</b>	<b>36</b>	<b>36</b>	<b>22</b>

### TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

2019	2018	2017	2019	2018	2017
<b>335</b>	<b>369</b>	<b>373</b>	<b>4626</b>	<b>4634</b>	<b>4319</b>

### TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

2019	2018	2017	2019	2018	2017
<b>340</b>	<b>378</b>	<b>377</b>	<b>4669</b>	<b>4680</b>	<b>4353</b>