



# CITY OF KENT, OHIO

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## DEPARTMENT OF PUBLIC SERVICE

### MEMO

TO: Dave Ruller, City Manager

Council

FROM: Melanie A. Baker, Service Director

DATE: 9/26/2017

SUBJECT: City Hall and Administration Building 2020

As you may recall, we received 7 Request for Qualifications of interested architectural firms for the project of designing and building the City of Kent's new city hall and administration building. The review committee met on July 25, 2017 to review the 7 proposals and try and narrow the group down to 3 or 4 firms to interview. The review committee narrowed the group down to 4 firms and I followed up by calling references for each firm.

On Wednesday September 20, 2017 the review committee met with each of the 4 firms. Each firm gave a brief presentation of their history, introduced their management teams that would be assigned to the City's project, shared some of their past designs and then explained how they would approach our project and what elements of design they felt were important to the City of Kent.

The review committee then took some time to review each firms presentation, discuss what I had heard from each firms references, and then began to analyze how each firm would approach our project and the elements they felt were important to the City. While each firm was great to meet and provided us with several different options, the committee was able to narrow the group of 4 down to 2 top candidates.

I am currently working with our number one candidate of Brandstetter Carroll, Inc. to review our scope of work, what expectations we have for the project, and negotiate a cost that is reasonable to move forward with the design of our New City Hall and Administration Building.

I anticipate entering into a contract with Brandstetter Carroll, Inc. by mid-October and immediately begin the work of looking at our needs assessment report, verifying the spaces to be located in the new building, meeting with Council, Administration, and other stake holders, including but not limited to the residents, business owners, and KSU, to determine the appropriate space allocations, building placement on the site and the overall look and image anticipated for "The City of Kent's City Hall and Administration Building 2020."

As we move forward with this work, I will continue to engage the administration and Council, by sending updates as to where we are in the process and our anticipated schedule of activities.

**MEMORANDUM**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**City of Kent**

Date: September 29, 2017

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer *JKB*

Re: 411 Devon Place – University Hospitals

Copy: Bridget Susel, Director of Community Development  
Tara Grimm, Clerk of Council  
Jim Silver, Law Director  
Melanie Baker, Service Director  
Jim Bowling, City Engineer  
Project file

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I hereby respectfully request City Council agenda time to consider acceptance of a sanitary sewer easement offered by Portage County Board of Commissioners.

University Hospitals leases the land from the Portage County Commissioners and has added a corridor between two buildings. As a result, the existing sanitary sewer pipe had to be relocated causing the need for the additional easement.

Attached is the easement agreement signed by the Portage County Commissioners

If you have any questions, please call me.

**EASEMENT AND RIGHT-OF-WAY AGREEMENT**  
**GRANTING EASEMENT FOR UTILITY LINE CONSTRUCTION**

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is acknowledged, and such other consideration as is herein below set forth, the undersigned Portage County Board of Commissioners, an Ohio Governmental Agency, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Document Number 009635726 of the Portage County records, do (or does) for their heirs, successors, and assigns, hereby give, devise, grant and convey to the City of Kent, Ohio, a municipal corporation, which is hereinafter referred to as "Grantee," its successors and assigns, the perpetual right to a permanent exclusive easement and right-of-way to lay, maintain, operate, repair, remove and replace waterlines, sewers and other utility lines, and related necessary appurtenances over and through said real estate situated in the City of Kent, County of Portage, State of Ohio and known as being a part of Lot 5 of original Brimfield Township, said easement being more fully described as follows:

Situated in the City of Kent, County of Portage and State of Ohio and known as being part of Block "A" in the Consolidation Plat of Devon Place Subdivision as Platted in Volume 36, Page 33 and Devon Place Vacation as Platted in Volume 96, Page 20 in Block "A" and Vacation and Dedication of Public Utility Easements as shown by the recorded plat in Volume 96, Page 57 of Portage County Records:

Beginning at the Southwesterly corner of said Block "A" in said Plat and said point also being on the Easterly right of way for Cleveland Canton Road (State Route 43) (width varies).

Thence North 18°06' 49" West, along the Easterly right of way of said Cleveland – Canton Road, a distance of 42.97 feet to the Northwesterly corner of an existing 25 foot Sanitary Sewer Easement;

Thence North 54°27'00" East, along the Northerly line of said existing Sanitary Sewer Easement, a distance of 179.53 feet;

Thence North 01°02'04" West, continuing along the Northerly line of said existing Sanitary Sewer Easement, a distance of 45.80 feet;

Thence North 54°54'24" East, continuing along the Northerly line of said existing Sanitary Sewer Easement, a distance of 127.43 feet to the principal place of beginning of the land herein described;

Course 1        Thence North 51°56'50" East, a distance of 98.28 feet;

- Course 2 Thence North 74°07'20" East, a distance of 118.14 feet;
- Course 3 Thence South 59°38'45" East, a distance of 53.47 feet to a point on the Northerly line of said existing Sanitary Sewer Easement;
- Course 4 Thence South 38°06'36" West, a distance of 32.29 feet to a point on the Southerly line of said existing Sanitary Sewer Easement;
- Course 5 Thence South 88°49'53" West, along the Southerly line of existing Sanitary Sewer Easement, a distance of 22.79 feet;
- Course 6 Thence South 82°52'19" West, continuing along the Southerly line of existing Sanitary Sewer Easement, a distance of 95.54 feet;
- Course 7 Thence South 60°41'35" West, continuing along the Southerly line of existing Sanitary Sewer Easement, a distance of 91.81 feet;
- Course 8 Thence South 54°54'24" West, continuing along the Southerly line of existing Sanitary Sewer Easement, a distance of 6.26 feet;
- Course 9 Thence North 35°21'17" West, a distance of 25.00 feet to the principal place of beginning and containing 0.2137 Acre (9,308 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.

Together with the right of the City of Kent, its agents or employees, to store earth and materials during the period of construction, repair or replacement of such waterlines, sanitary sewers and storm sewers upon the premises of the Grantor on an additional strip of land ten (10) feet wide along the east and north sides of the above described easement.

And grantor(s) do agree to keep said easement free of all permanent structures excepting the existing corridor per the drawings approved by the City of Kent on March 3, 2017, providing that the City of Kent, Portage County, Ohio shall operate and maintain said improvement as a public facility in accordance with the standards, policies and procedures of other similar public facilities within the City of Kent and shall properly backfill and restore the ground surface and ground cover vegetation to the condition existing immediately prior to such construction, reconstruction, maintenance or repair; except that said City shall not be required to repair any structures (such as buildings, driveways, light poles and appurtenances, catch basins, storm sewers, utility service lines, pavement, curbing or landscape islands belonging to Grantor and located within the easement and right-of-way, unless such damage was caused by an intentional act of negligence of the City of Kent, its agents, employees, contractors, licensees, or invitees. Review and approval of any modification to the foundation shall be obtained prior to any modifications of the corridor. Grantor(s) further agree that fill over one foot in depth is prohibited within the easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

GRANTOR: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF OHIO        )  
                              ) SS:  
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Sabrina Christian-Bennett, Commission of Portage County, Ohio, with whom I am personally acquainted and who upon oath acknowledged himself to be such Commissioner of aforementioned Portage County and that he as such Commissioner being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of Portage County as such Commissioner.

Witness my hand official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary

STATE OF OHIO        )  
                              ) SS:  
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Maureen T. Frederick, Commission of Portage County, Ohio, with whom I am personally acquainted and who upon oath acknowledged himself to be such Commissioner of aforementioned Portage County and that he as such Commissioner being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of Portage County as such Commissioner.

Witness my hand official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Vicki A. Kline, Commission of Portage County, Ohio, with whom I am personally acquainted and who upon oath acknowledged himself to be such Commissioner of aforementioned Portage County and that he as such Commissioner being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of Portage County as such Commissioner.

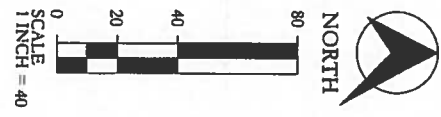
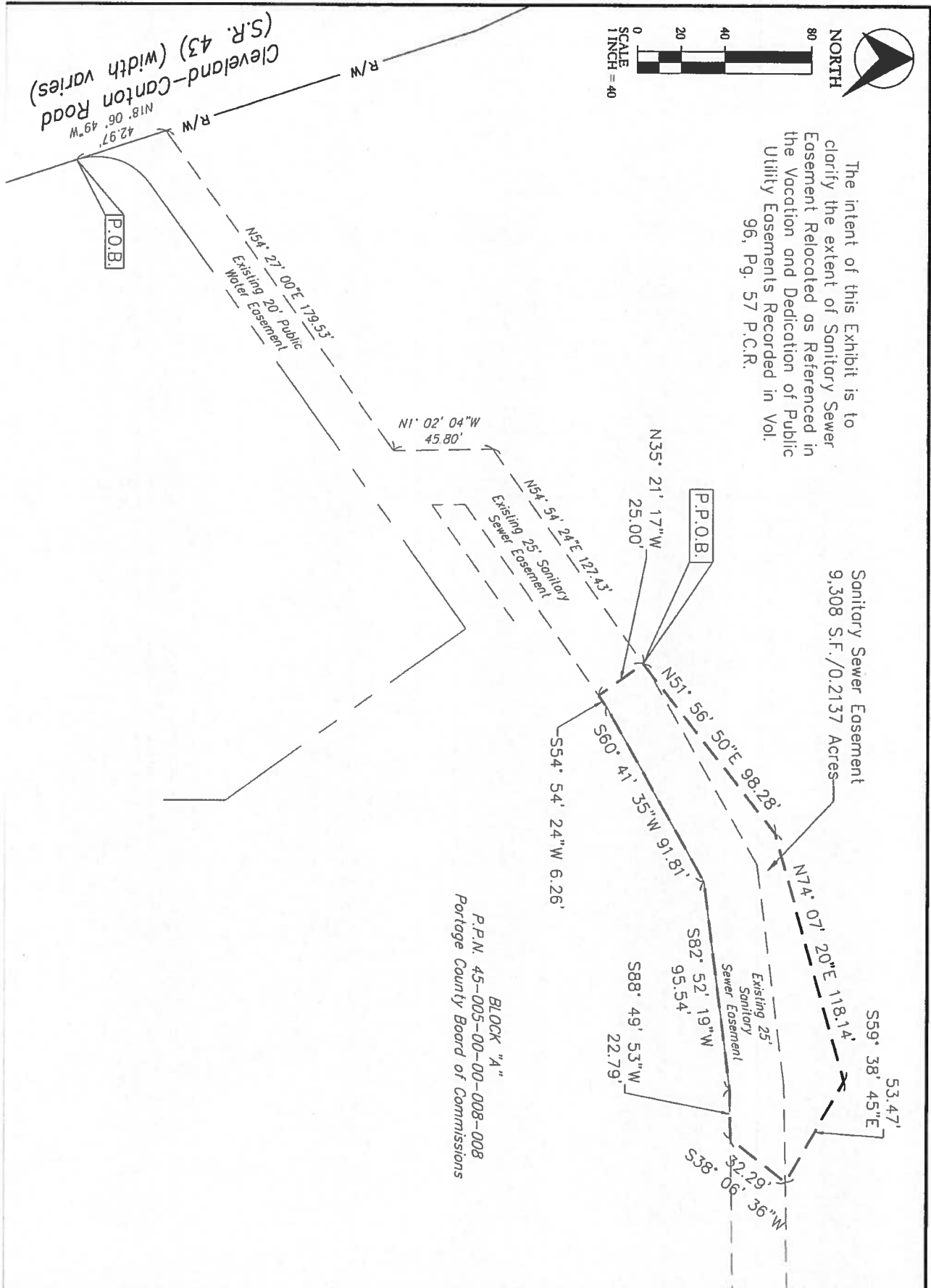
Witness my hand official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary

Accepted by City of Kent Council: \_\_\_\_\_, 2017

**THIS INSTRUMENT PREPARED BY: Jim Silver, Law Director**



The intent of this Exhibit is to clarify the extent of Sanitary Sewer Easement Relocated as Referenced in the Vacation and Dedication of Public Utility Easements Recorded in Vol. 96, Pg. 57 P.C.R.

Sanitary Sewer Easement  
9,308 S.F./0.2137 Acres

BLOCK "A"  
P.P.N. 45-005-00-00-008-008  
Portage County Board of Commissioners

**RELOCATED SANITARY SEWER EASEMENT  
EXHIBIT SKETCH**  
Emergency Department and Urgent Care  
Kent, Ohio

**NEFF & ASSOCIATES**  
Civil Engineers • Landscape Architects • Planners • Surveyors  
6405 York Road | Parma Heights, Ohio 44130  
Tel. 440.884.3100 | Fax 440.884.8443  
www.neffassociates.com

Date: 09/07/17  
Drawn By: TEW  
Proj. No. 13973  
1 OF 1





# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 26, 2017  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *B.S.*  
RE: Right of Access Agreement

The City of Kent entered into a "Right of Property Access Agreement" with Thomas & Betts Corporation in October of 2016 that allowed the Corporation's environmental consultant, HZW, to complete needed remediation and restoration activities in a location known as the "North Ditch Area," which is a small tributary on City park land leading to the Cuyahoga River and located adjacent to the Kramer Ball Field Complex.

The activities were part of an Ohio Environmental Protection Agency (OEPA) approved Interim Remedial Action Plan (IRAP) established in order to address a petroleum release from the 800 Mogadore Road site. The Access Agreement expired on March 1, 2017, but during the implementation of the IRAP a second petroleum release location was identified just south of the North Ditch area. Thomas & Betts is requesting the City enter into a second "Right of Property Access Agreement" in order to allow HZW to conduct additional sampling in this secondary location, identified by the Ohio EPA as the "Camp Seep," and to grant additional time for the monitoring of the completed restoration activities in the North Ditch area.

I am respectfully requesting time at the October 4, 2017 Committee session to discuss the second "Right of Property Access Agreement" in greater detail and seek Council authorization, with emergency, for its execution in order to proceed with the needed sampling and monitoring activities.

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

Thank you.

Attachment

Cc: Jim Silver, Law Director  
John Idone, Parks & Recreation Director  
Melanie Baker, Service Director  
Tara Grimm, Clerk of Council

CITY OF KENT OHIO

RIGHT OF PROPERTY ACCESS AGREEMENT

This CONDITIONAL RIGHT OF PROPERTY ACCESS AGREEMENT (the "Agreement") is made and entered into and shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF KENT (the "City") and Thomas & Betts Corporation (T&B) and their authorized representatives, including Contractors and Consultants.

WHEREAS, the City owns certain parcels of real property in the State of Ohio, County of Portage, known as the North Ditch, Kramer Ball Field Complex, East Bank of the Cuyahoga River, and the surrounding park land known as permanent parcel numbers 17-025-20-00-014-000, 17-012-10-00-007-000, 17-011-10-00-049-000, 17-012-10-00-006-000, and 17-011-10-00-048-000 (collectively, the "Property") and as depicted on the attached map as "Exhibit A"; and

WHEREAS, T&B (the "Owner"), owns a certain parcel of real property in the State of Ohio, County of Portage, 800 Mogadore Road, Kent, known as permanent parcel number 17-012-10-00-001-000 (the "Site") and has hired contractors and consultants, including but not limited to HZW Environmental Consultants, LLC, to assess the environmental conditions at the Property as a result of releases from the Site; and

WHEREAS, T&B is requesting access to the Property to investigate the nature and extent of petroleum impacts potentially related to the Site, including the area identified by the state of Ohio Environmental Protection Agency (OEPA) as "Camp Seep"; as well as to monitor and restore, as may be appropriate, vegetation installed pursuant to the Interim Remedial Action Plan (the "IRAP") document for the Resource Conservation and Recovery Act (RCRA) and Ohio Voluntary Action Program (VAP) Memorandum of Agreement (MOA) for the Off-Property North Ditch Area submitted to OEPA on \_\_\_\_\_ and approved and modified by OEPA in its September 27, 2016 response; and

WHEREAS; the investigation, monitoring and/restoration activities (the "Activities") shall also comply with the methodology and conditions stipulated in the United States Army Corps of Engineers (the "Corps") in Department of the Army Permit No. 2015-01012, Nationwide Permit No. 20 as published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012 and modified by the Corp in their response dated October 27, 2016.

THEREFORE, it is agreed as follows:

1. Grant of Access. The City hereby conditionally grants access to Owner, their agents, employees, consultants, contractors, and subcontractors (collectively the "Owner's Agents") a limited right to access to enter upon the Property for the sole purpose of performing the Activities.

2. Duration and Termination of Access. Conditional access shall be allowed upon the execution of this Agreement. Based on the IRAP monitoring requirements, the Agreement shall be in effect through March 2022 or such time as the North Ditch restoration no longer requires monitoring, whichever comes first, at which time it will expire unless extended in writing by the City. If the Consultant

continues Activities after this date without written consent from the City, the City maintains the right to issue a stop work order.

In the event the Owner or its Agents breaches any covenant or obligation under this Agreement and a cure of such breach is not initiated and pursued to the reasonable satisfaction of the City within thirty (30) days after receipt of notice thereof, the City may terminate this Agreement and revoke the access granted herein upon delivery of notice to Owner and Agents, and take all other action authorized by law or pursuant to this Agreement, to remedy such breach.

3. Covenants of Agents. The cost of the Activities shall be borne by the Owner and its contractors and consultants. The work undertaken at the Property shall be conducted in accordance with standards customarily employed in the industry and in an expeditious, safe and diligent manner. In addition, all work shall be performed in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations and Owner shall be responsible for ensuring their contractors and consultants have knowledge of all the terms and conditions of this Agreement, the IRAP, and Corp Permit.

4. Information Sharing. At no cost to the City, the Owner shall provide the City with all data collected by the Agents, including but not limited to laboratory analyses, monitoring reports, photographs and field notes associated with the Activities undertaken on the Property.

The City maintains the right to provide its own representative to observe the Activities undertaken on the Property and to obtain its own samples for analyses.

5. Scope of Work. Activities are limited to the Property and shall be conducted in accordance with the IRAP, Corp Permits or a written Scope of Work to be provided to and approved by the City in advance of the Activities. All work shall be conducted in a manner that does not risk further release and migration of petroleum from the Property or the Site. The Owner and its contractors and consultants shall not use the Property for any unrelated purpose or business.

6. Local Permits, Approvals, and Conditions. The Owner and their Agents shall secure written approval from the Parks & Recreation Director, or his designee, prior to the placement /staging of all materials, equipment and supplies; the removal of trees, shrubs, and other vegetation; the expansion of existing or development of new access roads or paths to allow for ingress/egress to the Property; or any other activity that will alter the existing condition of the Property.

The Owner and their Agents shall obtain all permits and approvals necessary to comply with local laws prior to initiating authorized Activities.

The Owner and their Agents shall notify the City of actual start dates prior to the commencement of Activities, any alterations to the schedule of planned Activities, and/or any changes to the scope of the Activities.

The Owner or its contractors and consultants shall provide all control measures necessary to limit public access to the work areas, including all materials and equipment staging locations,

and provide appropriate traffic control measures, including but not limited to signage and flagger personnel.

7. **Restoration.** Restoration of the Property and affected park lands, including but not limited to any and all temporary access roads or paths, shall be in accordance with the terms of this Agreement, the IRAP, or the Corp Permit.

The Owner's contractors and consultants shall provide the City with an inventory of all trees, shrubs, and vegetation planned for removal prior to initiating Activities. Trees shall be replaced at a ratio of no less than 2:1; shall have a minimum caliper of 1.75 to 3 inch, and be comprised of species variety native to the northeast Ohio region as specified in the City's Urban Forestry Management Plan (the "UFMP") and as approved by the City.

The Owner's contractors and consultants shall provide written certification and details on all materials to be utilized for the Activities.

The Owner's contractors and consultants shall provide the City with the name and mobile telephone number for the representative(s) responsible for on-site management of the Activities at the Property.

8. **Materials Removed from the Property.** Any samples, waste materials, contaminants, pollutants collected and removed from the Property shall be handled, stored, treated, transported, and disposed of by the Owner or Owner's Agents as necessary and in accordance with all federal, state, and local environmental regulations and requirements.

At no time shall waste materials, contaminants, or pollutants collected and removed from the Property be stored on the Property.

9. **Tools and Equipment.** All tools, equipment or other items placed upon the Property by the Owner and Owner's consultants and contractors shall remain under the ownership of the Owner and its consultants and contractors and shall be removed from the Property no later than thirty (30) days after the completion of Activities.

10. **Insurance.** Prior to commencing the Activities and at all times during the performance of Activities, the Owner and its Consultants and Contractors Agents shall maintain Workers' Compensation and Employer's Liability Insurance in the amount required by State of Ohio law; Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) in the aggregate; and Comprehensive Automobile Liability Insurance (owned, not owned and hired) with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). The City shall be added as an additional insured to the CGL policy and such policy shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City.

The insurance certificate shall contain a provision that coverage afforded under the policy evidenced by such certificate will not be canceled or changed without providing at least thirty (30) days

prior written notice to the City. The Owner's Contractors and Consultants shall deliver certificates of insurance to the City evidencing the existence of such policy prior to the commencement of Activities.

11. **Bond.** The Owner's Agents has provided the City with a performance bond in the amount of \$25,000, \$10,000 of which remains in place after the initial work conducted in accordance with the IRAP on the Property to guarantee the satisfactory completion of the Activities on the Property as specified in the Agreement.

12. **Indemnity.** The Owner for itself, Consultants and Contractors shall indemnify, hold harmless and defend the City from and against any and all claims, demands, liabilities, causes of action, losses, costs, damages and expenses of any kind, including reasonable attorney fees, that may be asserted against or incurred by the City in any way relating to, arising out of, caused by or in connection with (i) the acts or omissions of the Owner or Owner's Agents performance of the Activities on the Property, (ii) violations or liens that may be filed against the Property as a result of the performance of the work, (iii) personal injury, wrongful death, costs, expenses or property damage resulting from the performance of the work or contamination at the Property, and (iv) injunctive relief or other claims sought by any governmental authorities or third parties as a result of the work or contamination at the Property. The Owner or its Consultants or Contractors shall not be required to indemnify the City for claims, liabilities, damages, losses or expenses caused by wrongful acts or omissions by the City. The provisions of this paragraph shall survive the termination of this Agreement.

13. **No Admission.** The granting of conditional property right of access herein by the City is not intended, and shall not be construed, as an admission of liability on the part of the City or the City's successors and assigns for any contamination at the Property.

By execution of this Agreement, the City is not providing any consent or agreement to the contamination or conditions at the Property and the City does not waive any rights or remedies in connection with any contamination at the Property.

14. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties regarding the granting of conditional property right of access to the Owner and Owner's Agents for the purpose herein. No modification, modification, amendment, or waiver of the terms and conditions of this Agreement shall be binding on the City, Owner, or Owner's Agents unless approved in writing by an authorized representative of the City, Owner and Owner's Agents.
- (b) **Governing Law. Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Venue for any action or proceeding arising from or related to this Agreement shall be in the appropriate Ohio court having jurisdiction.
- (c) **Severability.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective without invalidating the remaining provisions thereof.

- (d) **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.
- (e) **Representations.** Each of the parties hereto represents and warrants to the other party executing the Agreement it has the authority to do so knowing that each of the other parties to this Agreement are acting in reliance upon such representation. The provisions of this Section shall survive termination of this Agreement.
- (f) **Notices.** Any notice, demand, request payment or other communication which any party hereto may require or may desire to give hereunder shall be in writing and shall be deemed to have properly given (a) if hand received, (b) if received via United States mail service or other reliable express courier service, or (c) if sent via e-mail to the addresses set forth below:

**City of Kent:**

**Name:** \_\_\_\_\_

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

**e-mail:** \_\_\_\_\_

**Owner:**

**Name:** \_\_\_\_\_

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

**e-mail:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**e-mail:** \_\_\_\_\_

EXECUTED ON this day \_\_\_\_\_ of \_\_\_\_\_, 2017

City of Kent:

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

Thomas & Betts Corporation:

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

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

**Approved as to Legal Form:**

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**Jim Silver, Law Director**



# CITY OF KENT, OHIO

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## DEPARTMENT OF LAW

**TO:** KENT CITY COUNCIL, MAYOR FIALA, DAVE RULLER  
**FROM:** JAMES R. SILVER *JRS*  
**DATE:** SEPTEMBER 27, 2017  
**RE:** COUNTY COURTHOUSE PARKING MOU

Staff has been working with the County for some time in an effort to have a Memorandum of Understanding for public parking at the new courthouse in Kent. We are finally in agreement with the County on the terms. Attached is the language that was to be adopted by the County Commissioners this week.

The MOU allows for public parking in the evenings and on weekends and holidays. The City and County will split repair costs. Enforcement of parking restrictions is split between the parties, with the County to enforce restrictions during business hours and the City doing enforcement after business hours. The City will plow the lot. We have been working under this arrangement since the lot opened. It is just now getting formalized.

Staff recommends that County approve the MOU.



**MEMORANDUM OF UNDERSTANDING  
REGARDING THE PARKING LOT OF THE PORTAGE COUNTY MUNICIPAL  
COURT, KENT DIVISION**

The Portage County Board of Commissioners (“County”) and The City of Kent (“City”) hereby enter into this Memorandum of Understanding setting forth certain responsibilities regarding the parking lot area surrounding the Portage County Municipal Court, Kent Division located at 303 East Main Street, Kent, Ohio (“Courthouse parking lot”).

**Whereas,** On May 8, 2012, the County and City entered into a “Real Estate Exchange Agreement” concerning the site located at 214 South Water Street in Kent, Ohio and the site of what is now the New Portage County Municipal Court, Kent Division at 303 East Main Street, Kent, Ohio.

**Whereas,** Section 3 of that Real Estate Exchange Agreement enumerated items of consideration for the Agreement, including specific provisions regarding the Courthouse parking lot, which are described as follows:

- County will allow public use of the Courthouse parking lot **from 5 PM until 3:00 AM on weekdays when the Courthouse is open for business, and allowing overnight parking on weekends, and legal holidays. Parking will be allowed until 3:00 AM on the nights before workdays when the Courthouse is open, to keep the lot clear for any potential snow plowing required before the Courthouse opens for business at 8:00 am.**
- County and City will equally share the cost of maintenance and repairs of the parking lot, with the County having full discretion as to the vendor providing the repairs and maintenance. County will provide a copy of the repair plans and specifications to the City upon request. **The County will give advance notice (90 days) to the City of any maintenance and repairs to be made to the parking lot so that the City can properly appropriate funds to pay for its share of the maintenance and/or repair costs.**
- City will be responsible for **parking lot** snow removal, having full discretion as to the vendor providing this service.
- City will be responsible for litter and trash control of the parking lot **on the weekends** and may utilize the services of Coleman Professional Services. The Portage County Municipal Court may also assign individuals to perform litter and trash control as part of community work service. **The County shall be responsible for the removal of trash and litter during weekdays.**

**Whereas,** In order to further clarify the responsibilities of the County and City described above, the County and City (collectively referred to as the “Parties”) hereby enter into the Memorandum of Understanding regarding the “Courthouse parking lot”.

**Now Therefore,** the County and the City agree as follows:

**I. Limited and Restricted Public Use of Courthouse Parking Lot**

The County herein grants the City license to use the Courthouse parking lot as a municipal parking lot under the following terms and conditions. This license shall allow the City to use the Courthouse parking lot as a municipal parking lot after 5 PM on weekdays the Courthouse is open until 3:00 AM of the next day the Court is open. This license likewise allows the City to use Courthouse parking lot as a municipal parking lot on Saturdays, Sundays and legal holidays that Court is closed until 3:00 a.m. of the next day the Court is open. The City shall enforce parking restrictions pursuant to applicable City of Kent Codified Ordinances from any commencement of its use of the lot as a municipal parking lot until 6:00 a.m. of the next day the Court is open. The City shall issue citations and enforce towing of motor vehicles as deemed appropriate by the City and County. The City affirms that, in the event that City of Kent Police Department Parking Enforcement personnel are unavailable for after-hours enforcement, Patrol Division officers will be available and utilized for the preceding enforcement.

The County shall enforce parking restrictions during Court business hours, that time for purposes of this MOU, being 7 a.m. until 5 p.m. The City of Kent will provide mutual aid to the County during these hours to ensure timely and consistent parking enforcement. Both parties to this MOU recognize the need to work in a collaborative, good-faith manner to achieve enforcement described under this Section.

The City shall install appropriate signage at the Courthouse parking lot providing both the City of Kent Codified Ordinances and citation to those sections of the Ohio Revised Code which permit the City and County, respectively, to enforce parking restrictions on the Courthouse parking lot. The cost of the signage shall be split equally between the County and City.

**II. Maintenance and Repair of Courthouse Parking Lot**

The County will facilitate the maintenance and repair of the Courthouse parking lot, including contracting with the appropriate vendors and contractors when necessary. The expense and cost of any maintenance and repair of the Courthouse parking lot shall be born equally by

County and City. **The County shall notify the City of any repair and /or maintenance work to be done on the parking lot at least 90 days prior to the work being performed in order to give the City time to properly appropriate any funding needed to pay for said its share of the repairs/maintenance.** Upon request of the City, County will forward to the City copies of any repair plans and specifications for the Courthouse parking lot. The County will invoice the City its share of the cost and expense of the maintenance and repairs performed on the Courthouse parking lot by sending such invoice to the City **c/o Kent City Service Director, 930 Overholt Rd., Kent, Ohio 44240**, which shall be paid by the City within 60 days of receipt.

### **III. Snow Removal at the Portage County Municipal Court, Kent Division**

The City shall be responsible for keeping **the parking lot of the Portage County Municipal Court, Kent Division**, free of snow, ice, and any other weather related condition. Snow removal services shall be provided any time any snow falls, or ice forms, or other weather conditions arise that may require removal services, as well as appropriate salting and any other appropriate actions and procedures to accomplish the purpose of keeping the areas surrounding the Portage County Municipal Court, Kent Division free of snow, ice and any other weather related condition, so that those coming and leaving the premises may safely and reasonably do so. **The County shall be responsible for keeping the sidewalks, all steps, walkways, and any other area for ingress and egress into the Portage County Municipal Court, Kent Division building free of snow, ice and any other weather related condition.**

### **IV. Kent Police Department Patrols**

The Kent Police Department Patrol Division will conduct routine patrols of the parking lot during those times the Courthouse parking lot is used as a municipal parking lot.

### **V. Litter and Trash Control of Courthouse Grounds**

The City shall remove all trash and litter from Courthouse grounds following each use of the Courthouse lot as a municipal parking lot. Cleanup shall be complete by no later than 7:00 a.m. of the next day Court is open. The County will remove all trash and litter from Courthouse grounds while the Courthouse is open. Both parties herein recognize the need for the Courthouse grounds to present a professionally maintained appearance to the citizens of the City of Kent and of the County of Portage.

**VI. Term of Agreement and Dispute Resolution**

Both parties agree to bring any issue(s) or concern(s) that arise with this Agreement to the attention of the other party so that both parties may seek resolution through discussion up to and including renegotiation of this Agreement. If such effort(s) fail to resolve the issue(s) or concern(s), either party may then cancel this Agreement for any reason or no reason following ninety days' advance written notice to the other at the following address(es).

<b>When giving notice to the City:</b> City of Kent Law Director 319 S. Water Street Kent, OH 44240	<b>When giving notice to the County:</b> Director of Internal Services Portage County Administration Building 449 S. Meridian Street Ravenna, OH 44266
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IN WITNESS WHEREOF, the undersigned by their representatives duly authorized have executed this Memorandum of Understanding on this \_\_\_\_ day of September, 2017.

**PORTAGE COUNTY BOARD OF COMMISSIONERS**

**CITY OF KENT COUNCIL**

_____ Vicki A. Kline, President	_____ Melissa M. Long, Council-at-Large
_____ Sabrina Christian-Bennett, Vice-President	_____ Michael DeLeone, Council-at-Large
_____ Maureen T. Frederick, Board Member	_____ Roger B. Sidoti, Council-at-Large
	_____ Garret M. Ferrara, Ward 1
	_____ Jack Amrhein, Ward 2
	_____ Robin G. Turner, Ward 3
	_____ John M. Kuhar, Ward 4
	_____ Heidi L. Shaffer, Ward 5
	_____ Tracy Wallach, Ward 6



# CITY OF KENT, OHIO

DEPARTMENT OF LAW

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**TO: COUNCIL, MAYOR FIALA, DAVE RULLER**  
**FROM: JAMES R. SILVER**  
**DATE: SEPTEMBER 26, 2017**  
**RE: PARKING CODE AMENDMENT, SECTION 351.04(u)**

It has become apparent that a clarification is needed to our City Parking Code. As changes have been made over the years, a section of the code has been dropped, which we recommend reinserting as Section 351.04(u). It would read as follows:

“Where parking spaces are designated and delineated with lines of paint, vehicles using that space shall be within the lines designating the space”

The purpose of this addition to the code is to prevent our vehicles from using two (2) or more spaces, staff asks for your approval of this addition.



## KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT JULY 2017

### FIRE INCIDENT RESPONSE INFORMATION

#### Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2017	2016	2015	2017	2016	2015
City of Kent	64	59	60	321	354	348
Kent State University	9	5	3	53	33	28
Franklin Township	18	13	11	106	77	75
Sugar Bush Knolls	0	0	0	0	1	0
Brady Lake Village	0	3	1	4	10	13
Mutual Aid Given	2	3	3	15	18	25
<b>Total Fire Incident Alarms</b>	<b>93</b>	<b>83</b>	<b>78</b>	<b>499</b>	<b>493</b>	<b>489</b>

#### Summary of Mutual Aid Received by Location

City of Kent	0	2	3	6	5	6
Kent State University	0	0	0	0	0	0
Franklin Township	0	1	0	0	2	2
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	0	1	0
<b>Total Mutual Aid</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>8</b>	<b>8</b>

### EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

#### Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2017	2016	2015	2017	2016	2015
City of Kent	193	189	202	1455	1307	1329
Kent State University	8	6	11	136	170	162
Franklin Township	49	34	35	286	256	233
Sugar Bush Knolls	0	0	0	1	4	6
Brady Lake Village	2	1	2	24	13	14
Mutual Aid Given	4	3	4	25	13	18
<b>Total Emergency Medical Service Responses</b>	<b>256</b>	<b>233</b>	<b>254</b>	<b>1927</b>	<b>1763</b>	<b>1762</b>

#### Summary of Mutual Aid Received by Location

City of Kent	3	2	0	9	8	7
Kent State University	0	0	0	1	1	1
Franklin Township	0	0	0	1	3	0
Sugar Bush Knolls	0	0	0	0	0	0
Brady Lake Village	0	0	0	0	2	0
<b>Total Mutual Aid</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>11</b>	<b>14</b>	<b>8</b>

### TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

	<b>349</b>	<b>316</b>	<b>332</b>	<b>2426</b>	<b>2256</b>	<b>2251</b>
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### TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

	<b>352</b>	<b>321</b>	<b>335</b>	<b>2443</b>	<b>2278</b>	<b>2267</b>
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**KENT POLICE DEPARTMENT  
AUGUST 2017**

	<b>AUG 2016</b>	<b>AUG 2017</b>	<b>TOTAL 2016</b>	<b>TOTAL 2017</b>
<b>CALLS FOR SERVICE</b>	2479	2238	19502	18098
<b>FIRE CALLS</b>	366	355	2641	2799
<b>ARRESTS, TOTAL</b>	186	166	1468	1321
<b>JUVENILE ARRESTS</b>	5	23	60	92
<b>O.V.I. ARRESTS</b>	15	11	129	119
<b>TRAFFIC CITATIONS</b>	327	245	2538	2120
<b>PARKING TICKETS</b>	800	1154	5443	8677
<b>ACCIDENT REPORTS</b>	57	51	682	466
Property Damage	36	31	476	267
Injury	6	4	75	50
Private Property	14	10	101	115
Hit-Skip	1	4	20	22
OVI Related	0	2	9	12
Pedestrians	0	0	5	0
Fatals	0	0	0	0
<b>U.C.R. STATISTICS</b>				
Homicide	0	0	1	0
Rape	0	0	0	1
Robbery	1	0	7	6
Assault Total	17	15	140	126
Serious	5	3	36	24
Simple	12	12	104	102
Burglary	11	7	64	56
Larceny	45	25	217	228
Auto Theft	0	3	12	9
Arson	0	0	1	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
<b>TOTAL</b>	<b>74</b>	<b>50</b>	<b>442</b>	<b>426</b>
<b>CRIME CLEARANCES</b>				
Homicide	0	0	2	0
Rape	0	0	0	1
Robbery	1	0	3	3
Assault Total	15	12	120	108
Serious	4	2	23	17
Simple	11	10	97	91
Burglary	1	3	14	11
Larceny	6	7	44	42
Auto Theft	0	0	3	1
Arson	0	0	1	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
<b>TOTAL</b>	<b>23</b>	<b>22</b>	<b>187</b>	<b>166</b>



**City of Kent  
Income Tax Division**

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**August 31, 2017**

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

**Monthly Receipts**

Total receipts for the month of August, 2017	\$1,116,420
Total receipts for the month of August, 2016	\$1,219,361
Total receipts for the month of August, 2015	\$1,126,103

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

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through August 31, 2017	\$9,799,145	68.47%
Total receipts January 1 through August 31, 2016	\$9,607,073	67.98%
Total receipts January 1 through August 31, 2015	\$10,015,961	68.64%

**Year-to-date Receipts Through August 31, 2017 - Budget vs. Actual**

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2017	\$ 14,311,290	\$ 14,311,290	\$ 9,799,145	68.47%	31.53%

**Comparisons of Total Annual Receipts for Previous Nine Years**

<u>Year</u>	<u>Total Receipts</u>	<u>Change From Prior Year</u>
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%
2014	\$ 13,099,836	5.66%
2015	\$ 14,592,491	11.39%
2016	\$ 14,133,033	-3.15%

Submitted by



Director of Budget and Finance

**2017 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended August 31, 2017**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,133,206	\$ 1,154,690	\$ 1,228,846	\$ 74,156	6.42%
February	1,025,924	1,099,532	1,072,047	(27,485)	-2.50%
March	1,092,324	1,182,357	1,133,943	(48,413)	-4.09%
April	1,432,498	1,413,680	1,561,337	147,657	10.44%
May	1,188,681	1,226,790	1,233,090	6,300	0.51%
June	1,172,480	1,239,820	1,291,517	51,697	4.17%
July	1,844,744	1,070,843	1,161,945	91,101	8.51%
August	1,126,103	1,219,361	1,116,420	(102,941)	-8.44%
September	934,913	1,109,848			
October	1,148,218	1,226,785			
November	1,262,728	1,020,285			
December	1,230,671	1,169,043			
<b>Totals</b>	<b>\$ 14,592,491</b>	<b>\$ 14,133,033</b>	<b>\$ 9,799,145</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,133,206	\$ 1,154,690	\$ 1,228,846	\$ 74,156	6.42%
February	2,159,130	2,254,221	2,300,893	46,671	2.07%
March	3,251,454	3,436,578	3,434,836	(1,742)	-0.05%
April	4,683,953	4,850,258	4,996,173	145,915	3.01%
May	5,872,634	6,077,048	6,229,263	152,215	2.50%
June	7,045,114	7,316,868	7,520,780	203,912	2.79%
July	8,889,858	8,387,712	8,682,725	295,013	3.52%
August	10,015,961	9,607,073	9,799,145	192,072	2.00%
September	10,950,874	10,716,920			
October	12,099,092	11,943,705			
November	13,361,820	12,963,990			
December	14,592,491	14,133,033			
<b>Totals</b>	<b>\$ 14,592,491</b>	<b>\$ 14,133,033</b>			

**2017 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended August 31, 2017**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 414,915	\$ 421,390	\$ 436,131	\$ 14,741	3.50%
February	380,146	385,108	398,208	13,099	3.40%
March	419,335	442,123	441,069	(1,054)	-0.24%
April	421,050	422,702	474,495	51,793	12.25%
May	410,426	459,795	428,818	(30,977)	-6.74%
June	445,804	410,589	425,646	15,057	3.67%
July	389,954	0	403,532	403,532	N/A
August	400,211	808,425	417,678	(390,748)	-48.33%
September	336,026	350,859			
October	407,766	469,297			
November	466,654	447,327			
December	424,587	438,817			
<b>Totals</b>	<b>\$ 4,916,874</b>	<b>\$ 5,056,433</b>	<b>\$ 3,425,576</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 414,915	\$ 421,390	\$ 436,131	\$ 14,741	3.50%
February	795,061	806,499	834,338	27,840	3.45%
March	1,214,397	1,248,622	1,275,407	26,786	2.15%
April	1,635,447	1,671,324	1,749,902	78,579	4.70%
May	2,045,873	2,131,119	2,178,721	47,602	2.23%
June	2,491,676	2,541,708	2,604,367	62,659	2.47%
July	2,881,630	2,541,708	3,007,898	466,190	N/A
August	3,281,842	3,350,133	3,425,576	75,443	2.25%
September	3,617,868	3,700,992			
October	4,025,633	4,170,289			
November	4,492,287	4,617,616			
December	4,916,874	5,056,433			
<b>Totals</b>	<b>\$ 4,916,874</b>	<b>\$ 5,056,433</b>			

**2017 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**

**Comparisons of Total Annual Receipts for Previous Nine Years**

<b>Year</b>	<b>Total Receipts</b>	<b>Percent Change</b>
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%
2014	\$ 4,778,094	3.80%
2015	\$ 4,916,874	2.90%
2016	\$ 5,056,433	2.84%

**2017 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**Police Facility Dedicated Income Tax Receipts - 1/9 of Total ( 0.25% )**  
**as of Month Ended August 31, 2017**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 141,635	\$ 144,319	\$ 153,588	\$ 9,269	6.42%
February	128,226	137,426	133,991	(3,435)	-2.50%
March	136,525	147,779	141,727	(6,052)	-4.10%
April	179,042	176,690	195,145	18,455	10.44%
May	148,568	153,332	154,119	787	0.51%
June	146,544	154,960	161,421	6,461	4.17%
July	230,567	133,840	145,227	11,386	8.51%
August	140,747	152,403	139,537	(12,866)	-8.44%
September	116,851	138,715			
October	143,511	153,331			
November	157,823	127,521			
December	153,817	146,114			
<b>Totals</b>	<b>\$ 1,823,856</b>	<b>\$ 1,766,430</b>	<b>\$ 1,224,755</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 141,635	\$ 144,319	\$ 153,588	\$ 9,269	6.42%
February	\$ 269,861	\$ 281,745	287,579	5,834	2.07%
March	\$ 406,386	\$ 429,524	429,306	(218)	-0.05%
April	\$ 585,428	\$ 606,214	624,451	18,237	3.01%
May	\$ 733,997	\$ 759,546	778,570	19,025	2.50%
June	\$ 880,540	\$ 914,506	939,992	25,486	2.79%
July	\$ 1,111,107	\$ 1,048,346	1,085,218	36,872	3.52%
August	\$ 1,251,854	\$ 1,200,749	1,224,755	24,006	2.00%
September	\$ 1,368,705	\$ 1,339,464			
October	\$ 1,512,216	\$ 1,492,795			
November	\$ 1,670,040	\$ 1,620,316			
December	\$ 1,823,856	\$ 1,766,430			
<b>Totals</b>	<b>\$ 1,823,856</b>	<b>\$ 1,766,430</b>			

**2017 CITY OF KENT, OHIO**  
**Comparison of Total Income Tax Receipts - Including Police Facility Receipts**  
**as of Month Ended August 31, 2017**

Month	Monthly Receipts			Comparisons	
	2015	2016	2017	Amount	Percent Change
January	\$ 1,274,841	\$ 1,299,009	\$ 1,382,434	\$ 83,426	6.42%
February	\$ 1,154,150	\$ 1,236,958	1,206,038	(30,920)	-2.50%
March	\$ 1,228,849	\$ 1,330,136	1,275,670	(54,465)	-4.09%
April	\$ 1,611,541	\$ 1,590,370	1,756,482	166,112	10.44%
May	\$ 1,337,250	\$ 1,380,122	1,387,209	7,087	0.51%
June	\$ 1,319,024	\$ 1,394,780	1,452,938	58,158	4.17%
July	\$ 2,075,311	\$ 1,204,684	1,307,171	102,488	8.51%
August	\$ 1,266,850	\$ 1,371,764	1,255,957	(115,807)	-8.44%
September	\$ 1,051,764	\$ 1,248,563			
October	\$ 1,291,729	\$ 1,380,115			
November	\$ 1,420,551	\$ 1,147,806			
December	\$ 1,384,487	\$ 1,315,157			
Totals	\$ 16,416,347	\$ 15,899,464	\$ 11,023,900		

Month	Year-to-Date Receipts			Comparisons	
	2015	2016	2017	Amount	Percent Change
January	\$ 1,274,841	\$ 1,299,009	\$ 1,382,434	\$ 83,426	6.42%
February	2,428,991	2,535,966	2,588,472	52,506	2.07%
March	3,657,840	3,866,102	3,864,142	(1,960)	-0.05%
April	5,269,381	5,456,472	5,620,624	164,152	3.01%
May	6,606,631	6,836,594	7,007,833	171,239	2.50%
June	7,925,654	8,231,374	8,460,772	229,398	2.79%
July	10,000,966	9,436,058	9,767,943	331,885	3.52%
August	11,267,815	10,807,822	11,023,900	216,078	2.00%
September	12,319,580	12,056,385			
October	13,611,309	13,436,500			
November	15,031,860	14,584,306			
December	16,416,347	15,899,464			
Totals	\$ 16,416,347	\$ 15,899,464			

# LAW DEPARTMENT

## Monthly Report *JLB*

7/1/17 to 8/31/17

- 1) Prepare or reviewed contracts for the following:
  - a) EDG Engineering for hike & bike trail
  - b) ODOT for SR261 review
  - c) Quality control inspections for West Main waterline repair inspection
  - d) Rudzik Excavating for River Street sanitary sewer replacement
  - e) Kennore Construction for West Main waterline repair
  - f) Eclipse Co. for hike and bike trail work
  - g) Aecon for additional work on Summit St. project
  - h) Republic trash hauling for trash collection
  - i) Arcadis for Cedar Street reconstruction
- 2) Festival insurance form applications: Creativity Fest, Bowman 5K Run
- 3) Did research in the following areas:
  - a) Ohio's new marijuana laws
  - b) Civil Service testing
- 4) Prosecution: Fifty (50) hearings (trials, pre-trials or suppression hearings)
- 5) Molai v. Standing Rock Cemetery Board – After 2 days of Trial, Plaintiff must remove signs from gravesite.  
He is able to keep his flowers and fence.
- 6) City of Kent vs. CDC – (our challenge to our procedure for adopting change in parking requirement) – unclear, but after a day of Trial, we think Court said we keep parking as adopted.
- 7) Kent Investors v. Kent Planning Commission – the neighbors have asked to join lawsuit
- 8) Summit Gardens v. City of Kent – set for Mediation and Trial next month