

## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF KENT, OHIO, hereinafter referred to as the "CITY" and the VILLAGE OF BRADY LAKE, OHIO, hereinafter referred to as the "VILLAGE," for purposes of contracting for the provision of fire, emergency medical, rescue and providing fire inspection services by the CITY for the VILLAGE, and defining the terms and conditions for providing those services.

NOW, THEREFORE, in consideration of the promises of the parties herein, it is mutually agreed as follows:

1. The CITY shall answer all calls concerning fire, rescue and emergency medical related incidents as received from any person in the VILLAGE. In responding to such incidents, the CITY shall make use of CITY Fire Department personnel and equipment as may be necessary and available under the circumstances.
2. This Agreement for fire protection and emergency medical services of the VILLAGE by the CITY shall be in force from September 1, 2014, through August 31, 2015.
3. During the period of this Agreement, the VILLAGE shall make payment for these services which fees shall be calculated by the following process:
  - a. The CITY determines an average cost per incident in January of each year, based on the approved total Fire Department budget for the current fiscal year, divided by the total number of incident responses during the previous calendar year. The rate is determined by the following calculation:
    - (1) The anticipated personnel and operating and capital expenses as defined in the CITY's budget will be summed.
    - (2) The sum determined in item (1) will be divided by the number of service incidents that were responded to by the Fire Department during the preceding calendar year including potential VILLAGE calls as provided by the VILLAGE. The resulting figure will be the service rate for the new year, to be applied on monthly billing statements.
  - b. The rate is \$1,340.00 per call/incident.
  - c. The VILLAGE shall be responsible to pay the CITY \$1,340.00 per incident which occurs in the VILLAGE that requires assistance from the Kent Fire Department. Billing will be done on a quarterly basis, with payment due within thirty (30) days of receipt of an invoice.

- d. The new rate for the beginning of the service year will not increase more than \$35.00 per incident in each new service year.
  - e. The CITY will notify the VILLAGE of the new rate by February 1, 2016 or as soon as the rate can be calculated after the final CITY budget has been adopted.
  - f. The VILLAGE shall acknowledge and authorize the new rate and return by March 1, 2016, a signed Agreement which shall be considered an addendum to this Agreement.
  - g. The COUNTY shall continue to provide for telephone answering and fire dispatch communications for the VILLAGE. The County will forward calls to the CITY dispatch center.
- 4. The CITY will be responsible for personal injury and damage to its personnel and equipment, while going to or from and while responding to the VILLAGE fire, emergency and other related calls.
  - 5. The CITY shall be an independent contractor servicing the VILLAGE, and as such, pay for CITY personnel withholding and any other taxes, retirement, insurance plans, unemployment compensation, and workers' compensation as may be required by law, but not limited thereto.
  - 6. Maintenance, upkeep and replacement of CITY owned vehicles;
    - a. The CITY shall provide maintenance and upkeep and pay the cost of repair of CITY fire and emergency rescue apparatus and equipment in the CITY's control and housed in the CITY's fire stations.
  - 7. Plan review and fire inspection responsibilities;
    - a. The VILLAGE acknowledges that from time to time, it receives plans of new commercial, industrial and sub-division construction for zoning or other inspection or review. The VILLAGE agrees it shall provide copies of any and all plans for new construction to the Kent Fire Chief for purposes of planning for necessary fire protection equipment in the new facility, planning for effective fire suppression deployment, and review for fire safety hazards.
    - b. The CITY shall provide fire inspections to all commercial structures located in the VILLAGE on an annual basis and may occasionally provide other services deemed necessary by the Kent Fire Chief.

- c. The VILLAGE may designate the Kent Fire Chief as the VILLAGE's Fire Protection Officer for purposes of meeting fire response requirements, which duties shall be defined and limited within the fire inspection Memo of Understanding.

8. NOTIFICATIONS AND REPORTS

- a. The VILLAGE shall furnish two (2) current maps whenever they are updated, showing all VILLAGE roads and further will promptly notify the CITY Fire Department of all closed or impassable roads in the VILLAGE:
  - i) The VILLAGE shall provide a detailed listing of street addresses within VILLAGE limits.
- b. The CITY shall furnish monthly reports of all calls answered or responded to, in the VILLAGE not later than thirty (30) days after that month.
- c. The CITY shall furnish a monthly billing activity report of emergency ambulance service.

9. The CITY and the VILLAGE do hereby agree that this Agreement is made pursuant to Resolution of the VILLAGE No. \_\_\_\_\_ Dated \_\_\_\_\_, 2014, and Ordinance of the CITY No. \_\_\_\_\_ dated \_\_\_\_\_, 2014.

10. If the term of this Agreement is exceeded and no notice to sever has been issued by one of the parties to the other, the terms of this Agreement will continue on a month-to-month basis until a new Agreement can be prepared, authorized and executed.

11. Severability. Either party to this Agreement may move to sever the Agreement by submitting a "notice to sever fire service agreement" in writing to the other party. The severing of the Agreement will then take place on the first day of the month, after twenty-four (24) calendar months after the notice is received.

IN WITNESS WHEREOF, the CITY of Kent, Portage County, Ohio, has caused to affix hereto its corporate name by the CITY Manager and said VILLAGE of Brady Lake, Portage County, Ohio, has caused to be hereunto affixed its corporate name by the Mayor of said VILLAGE this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Signed in the Presence of:**

**For the VILLAGE OF BRADY LAKE**

\_\_\_\_\_

By: \_\_\_\_\_, Mayor

**For the CITY OF KENT**

\_\_\_\_\_

By: \_\_\_\_\_  
Dave Ruller, City Manager

**Approved as to Form:**

\_\_\_\_\_  
James R. Silver, Law Director

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Kent, Ohio ("City") and College Town Kent, LLC ("CTK"), or any of their assigns.

### W I T N E S S E T H

**WHEREAS**, the property that fronts the south side of East Erie Street, between the Ametek Building (B), the Landmark Building and Locke Lane is in need of landscaping and programming; and

**WHEREAS**, the City owns the land; and

**WHEREAS**, CTK leases a portion of said land; and

**WHEREAS**, the parties wish to construct a small public friendly park in the area; and

**WHEREAS**, the parties desire to have a high quality area to enhance the City and the office space used by CTK's tenants and the general public; and

**WHEREAS**, the City and CTK wish to define the roles of the parties for the installation and maintenance of park features, landscaping and lawn care in the area; and

**WHEREAS**, the City and CTK wish to outline the terms to continue the successful public / private partnership so that the installation and maintenance of landscaping, park features and lawn care is viable and sustainable to the benefit of all.

**NOW THEREFORE**, for mutual consideration, the receipt of which is hereby acknowledged, the City and CTK express their mutual understanding as follows:

1) The area in need of landscaping and programming is shown on the map, attached hereto as Exhibit "A" and made a part hereof, consisting of the dirt, concrete, stone and grassy areas between the south side of East Erie Street, the Ametek Building, the Landmark Building and Locke Lane, and shall be known as the Dan Smith Park.

2) The City will be responsible for:

- a) providing sandstone blocks currently in its position for benches and grading; and
- b) the extension of Acorn Alley; and
- c) the installation of benches/seating along the extension of Acorn Alley; and
- d) granting a license agreement to CTK to install urban swings (trellis) across City property.

3) The City may, at its own cost provide additional park features for use in the park area.

4) CTK will be responsible for:

- a) the installation of a games/event area, including all grading, stone, benching, and ground material and the landscaping and lawn in the described area; and
- b) installation of a stage area, urban swings and trellis; and
- c) planting of trees and other park features that CTK deems appropriate for the area; and
- d) performing any modifications to the stone provided by the City and/or provide for additional stones, if needed.
- e) maintain of the leased area shall be as specified in the Lease of Land for Private Development dated September 6, 2011; and
- f) maintain any park features provided by the City, per 3) above, and installed on leased property to the end of the park features useful life or when returned to the City, whichever comes first; and
- g) allowing the park area to be open to the general public; and
- h) obtain approval from the City's Community Development Department for the changes to the approved site plans required by this MOU.

4) At the end of the fifty (50) year time period from the execution of this MOU, the MOU will automatically renew, unless either party notifies the other, in writing, of its intent not to renew, in writing, by June 30<sup>th</sup> of each year. If the MOU is not renewed, the City may remove any features provided by the City on leased land, including sandstone for benches and grading.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date first above written.

**CITY OF KENT, OHIO**

**COLLEGE TOWN KENT, LLC.**

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

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

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

**EXHIBIT A**

Plat 2011-09

**REPLAT of LOTS 10 R and 20 R as recorded in Plat Book 2011-09  
CREATING LOTS 10R1, 10R2, 10R3, 10R4  
AND DEDICATING ACORN ALLEY AND ALLEY No. 5 EXTENSION  
ORIGINAL FRANKLIN TOWNSHIP LOT 24**

T 3 N, R 9 W  
COUNTY OF PORTAGE, STATE OF OHIO

- REFERENCES:**
- COUNTY TAX MAPS
  - DEEDS
  - PLATS
  - TITLE REPORT

**BASIS OF BEARING:**  
BASIS OF BEARING TO BE USED IN THIS PLAT SHALL BE THE MERIDIAN OF THE CITY OF KENT SURVEY CONTROL.  
79°-24'-01" N, 79°-23'-01" W, 79°-35'-01" E, 79°-25'-01" W

**OWNERS ACCEPTANCE (CITY OF KENT):**  
I, the undersigned, being duly sworn, do hereby certify that the above described premises are the property of the City of Kent, Ohio, and that the same have been lawfully acquired by the City of Kent, Ohio, and that the same are being conveyed to the City of Kent, Ohio, for the purpose of creating the lots and alleys herein described, and that the same are being conveyed to the City of Kent, Ohio, for the purpose of creating the lots and alleys herein described, and that the same are being conveyed to the City of Kent, Ohio, for the purpose of creating the lots and alleys herein described.

**STATE OF OHIO**  
COUNTY OF PORTAGE  
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**APPROVALS:**  
THE BOARD OF CITY ENGINEERS AND PLANNERS  
THE BOARD OF CITY ENGINEERS AND PLANNERS  
THE BOARD OF CITY ENGINEERS AND PLANNERS

**APPROVED FOR TRANSMISSION BY THE CITY ENGINEERING DEPARTMENT**  
DATE: 10/11/11  
BY: [Signature]

**UNDER THE AUTHORITY VESTED IN ME BY SECTION 2143.01 OF THE OHIO REVENUE CODE, I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ALLEY IS A PUBLIC ALLEY AS DEFINED IN SECTION 2143.01 OF THE OHIO REVENUE CODE, AND THAT THE SAME IS BEING PLACED BY THEM THIS 11th DAY OF AUGUST, 2011.**

**RECORDED FOR RECORD THIS 10th DAY OF AUGUST, 2011.**  
BY: [Signature]

**EXTENDED FOR TRANSMISSION THIS 11th DAY OF AUGUST, 2011.**  
BY: [Signature]

**FILED FOR RECORD THIS 10th DAY OF AUGUST, 2011 AT 11:35 A.M.**  
BY: [Signature]

**RECEIVED FOR RECORD THIS 10th DAY OF AUGUST, 2011 AT 11:35 A.M.**  
BY: [Signature]

**OWNER LIST:**  
OWNER: EAST OHIO GAS COMPANY, INC. 300 N. 10th St. P.O. Box 1000  
CANTON, OHIO 44705-1000

**CERTIFICATION:**  
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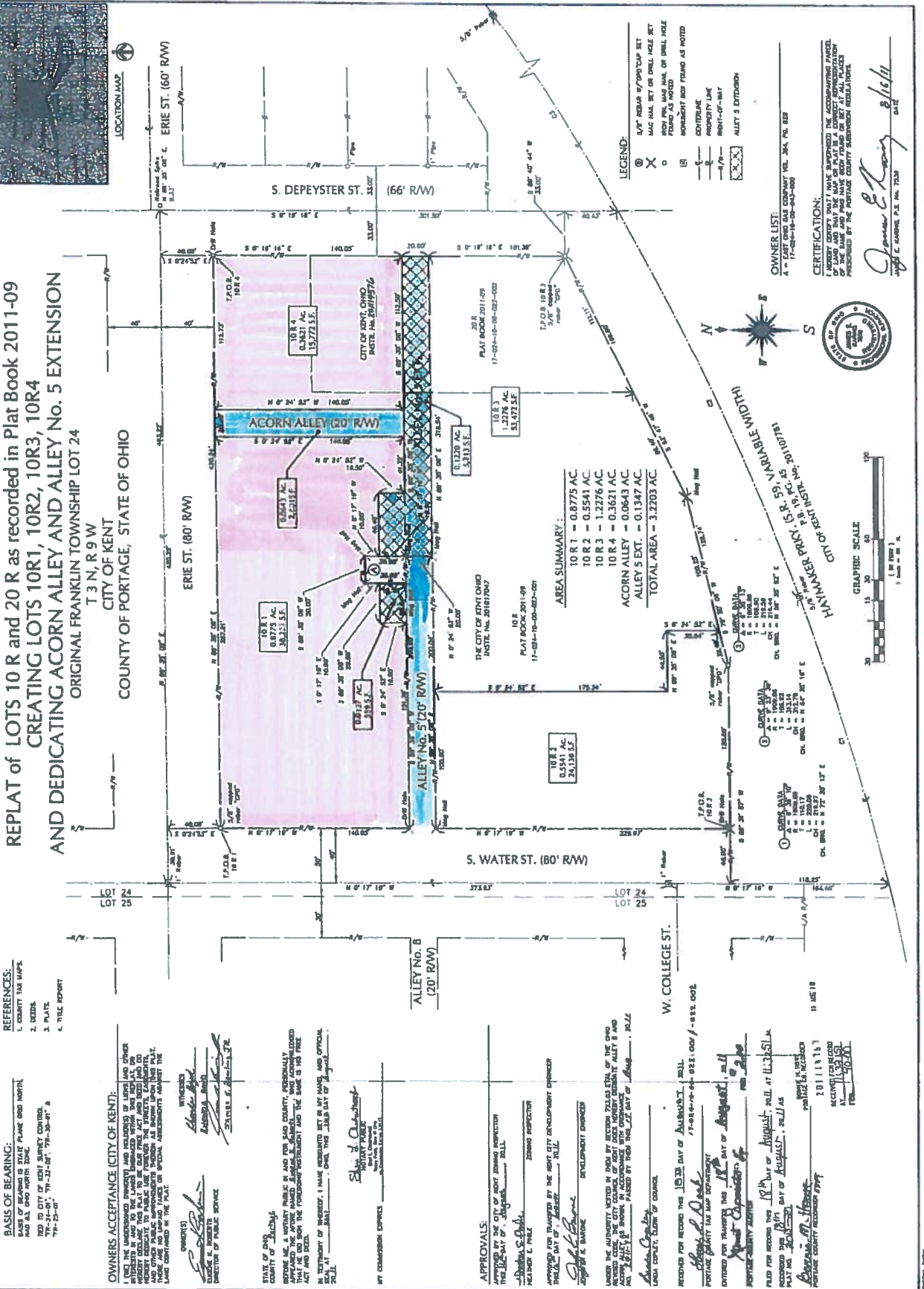
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**1 of 1**

**2008255.00**

**CITY OWNED NON-LEASED Property**

**CITY OWNED LEASED Property**



# Plaza study



Sketch aerial view of proposed plaza



Benches at Harvard Yard, Cambridge, MA



Urban Swings, Austin, TX



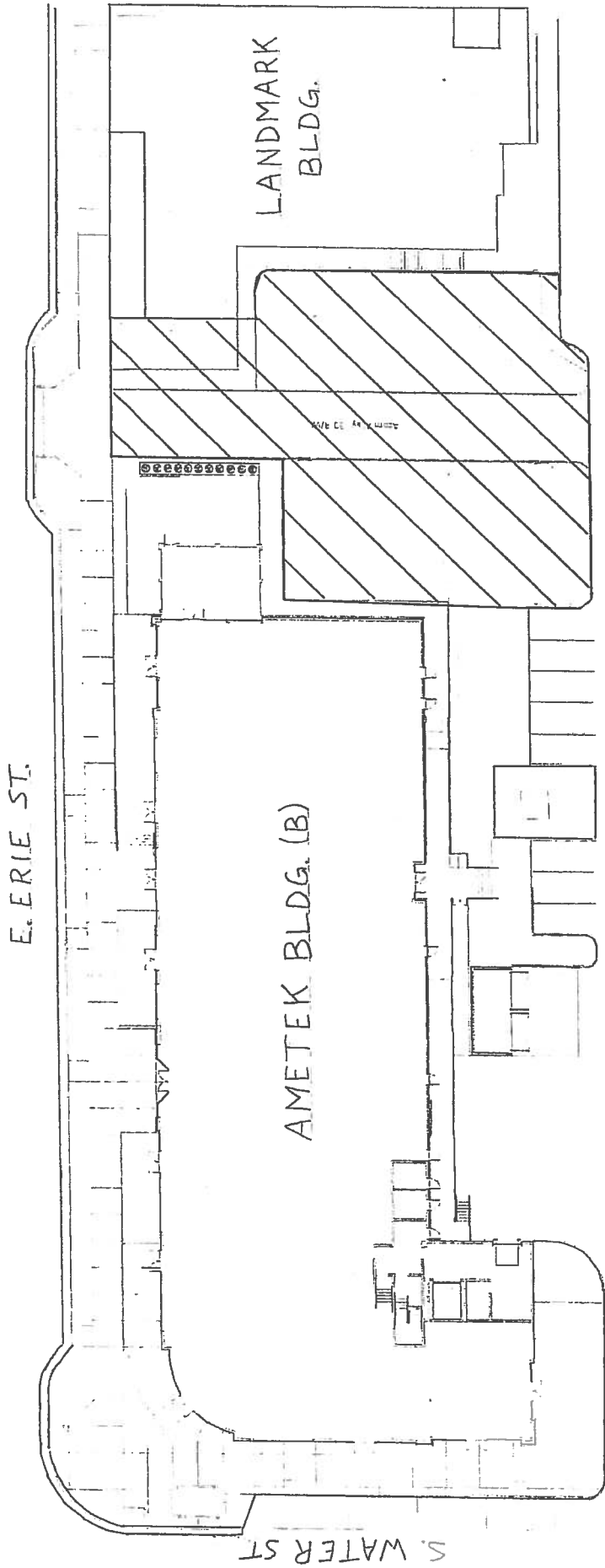
Decomposed granite, Westminster St, Downtown Providence, RI



Sandstone blocks to form retaining wall to games/ event area



Exhibit A



 : Proposed Park

Plaza



J. KENTON

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between the PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY ("Lessor"), a duly organized political subdivision of the State of Ohio, and the CITY OF KENT, OHIO ("Lessee"), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio.

### RECITALS

A. Lessor and Lessee entered into a Lease Agreement on August 3, 2011 (the "Lease") for certain parking facilities to be located on land along E. Erie Street between Haymaker Parkway and Depeyster Street in downtown Kent, which is more particularly described on Exhibit "A" attached hereto (the "Land"), and upon which Lessor constructed a multi-modal transportation facility including: a three (3) level parking garage (the "Garage") which parking levels were constructed above the proposed bus bays being a part of the Project; the shell of office and retail space for use by private tenants; and certain streetscape improvements (collectively, the "Project"). The original agreement was previously amended a first time on April 11, 2013.

B. The parties have agreed to enter into this Second Amendment to amend the Lease to reflect four (4) changes/clarifications in the operating agreement language between the parties.

The changes are to (a) section C(3), to modify the term "lease year to run on a calendar year"; (b) section 4, to extend the time frame for the annual meeting; (c) section 16, to amend the introductory paragraph regarding the authorization of repayment of funds loaned by PARTA to the Garage Account; and (d) section 16(c) modifying the Reserve Account funding for each year and extending the time frame for depository funds into the Reserve Account.

C. Capitalized terms used herein but not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Lease.

### TERMS OF SECOND AMENDMENT

NOW, THEREFORE, the parties, intending to be legally bound, and for valid consideration, agree as follows:

1. Section 3(C) of the original Agreement shall be amended to read as follows:

"Section 3.C. Except for the first and last years of the Agreement, the term "Lease Year" as used herein shall be defined as a period of twelve (12) consecutive calendar months starting on January 1<sup>st</sup>. The first lease year shall begin on the Commencement Date if the opening date is the first day of a calendar month; if not, then the first lease year shall commence on the first day of the

calendar month next following the Commencement Date. Each succeeding lease year shall commence on January 1<sup>st</sup> of the subsequent lease year. The first lease year shall include the partial month, if any, beginning with the opening date."

2. Section 4 of the original Agreement shall be amended to read as follows:

"Section 4. Lessee will deliver up and surrender possession of the Leased Premises to Lessor upon the expiration or termination of this Lease. Lessor and Lessee agree to meet annually, or more frequently if necessary, to review Garage operations and Project needs. The General Manager on behalf of Lessor and the City Manager on behalf of Lessee shall endeavor to meet within sixty (60) days following the end of each Lease Year to review operations, the performance of the Garage Operator, Garage budgets and the sufficiency of the Reserve pursuant to Section 16 and the insurance pursuant to Section 14."

3. Section 16, introductory paragraph of the original agreement shall be amended to read as follows:

"Section 16. Introductory Paragraph. Lessor and Lessee, as a condition to this Lease, acknowledge and agree to the following terms regarding the collection, application and use of Gross Receipts generated from Garage operations, and the payment of ordinary and extraordinary expenses relating thereto. Lessor and Lessee acknowledge and agree the Lessor advanced funds to the Garage account to cover initial and ongoing expenses related to Garage operations. Lessor and Lessee further acknowledge and agree that Lessor shall retain the right to reimburse to its general account funds in the amount advanced, prior to administering Gross Receipts as defined in Section 16, below."

4. Section 16(C) of the original agreement shall be amended to read as follows:

"Section 16.C. Next, Lessor shall establish and maintain a reserve fund (the "reserve") from Net Operating Proceeds. The Reserve shall be used for the payment of ongoing capital expenses of the Project, ordinary as well as extraordinary and unforeseen, the payment of expenses associated with casualty losses which are not covered by insurance (including the payment of deductibles under property casualty policies covering the Garage maintained by Lessor), and may be used for Operating Expenses and capital improvements and replacements to the Garage. Within sixty (60) days following the end of each Lease Year, Lessor shall deposit to the Reserve account funds from Net Operating Proceeds sufficient to establish and maintain the Reserve in the following amounts: After Lease Year 1, No Reserve; after Lease Year 2, a Reserve of \$100,000; after Lease Year 3, a Reserve of \$200,000; and for the balance of the Term, a Reserve in the amount of \$600,000. If during any Lease Year, Lessor uses funds from the Reserve, the Reserve shall be restored from Net Operating Proceeds within sixty (60) days following the end of the Lease Year. Lessor and Lessee shall meet annually to jointly review and evaluate the adequacy of the Reserve amounts. If the parties agree to establish new Reserve amounts, Lessor shall allocate

appropriate amounts from Net Operating Proceeds for deposit to the Reserve account."

5. The parties agree that, except as otherwise specifically set forth herein, the the Lease is unamended and remains in full force and effect.

6. This Second Amendment shall be governed by the laws of the state of Ohio.

7. This Second Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree to accept facsimile copies of the fully signed Second Amendment as originals of the document.

8. This Second Amendment is binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns under the Lease.

IN WITNESS WHEREOF, the parties agree that this Second Amendment shall be dated and effective as of the date first set forth above.

LESSOR

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Its: Claudia B. Amrhein, General Manager

LESSEE

**CITY OF KENT, OHIO**

By: \_\_\_\_\_  
David Ruller, City Manager

The legal form and correctness of the within instrument is hereby approved.

By: \_\_\_\_\_  
James Silver, Director of Law

Date: \_\_\_\_\_, 2014

## **CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2014 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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David Coffee, Director of Finance

**CERTIFICATE OF GENERAL MANAGER**

The undersigned, fiscal officer of the Portage Area Regional Transportation Authority (“PARTA”), hereby certifies that the money required to meet the obligations of PARTA during the year 2014 under the foregoing Agreement has been lawfully appropriated by the General Manager of PARTA for such purposes (from the proceeds of federal grant funds pursuant to the Grant Agreement between PARTA and the U.S. Department of Transportation, Federal Transit Administration, dated \_\_\_\_\_, \_\_\_\_\_ and are in the treasury of PARTA or in the process of collection/reimbursement to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Claudia B. Amrhein, General Manager

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



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PORTAGE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public in and for said County and State, personally appeared Claudia B. Amrhein, General Manager of the Portage Area Regional Transportation Authority, who acknowledged the execution of the foregoing instrument as the authorized officer of said Transportation Authority on behalf of said Transportation Authority, and that the same is her voluntary act and deed as said officer and the voluntary act and deed of said Transportation Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Kent, Ohio on the day and year aforesaid.

[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PORTAGE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public in and for said County and State, personally appeared David Ruller, City Manager of the City of Kent, Ohio, who acknowledged the execution of the foregoing instrument as the authorized officer of said City on behalf of said City, and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Kent, Ohio on the day and year aforesaid.

[SEAL]

\_\_\_\_\_  
Notary Public

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Jordan

FROM: Jim Bowling

DATE: 8/26/14

RE: East Summit Street Improvement Project – ODOT Agreement Amendment

Engineering is requesting council time to seek approval of the attached Agreement Amendment with the Ohio Department of Transportation (ODOT). The Amendment is necessary to receive \$2,700,000 in additional Federal Funds for the project. The Akron Metropolitan Area Transportation Study (AMATS) provided \$500,000 in Transportation Alternatives Program (TAP) funds and the ODOT Highway Safety Program (HSP) increased their allocation to the project by \$2,200,000. With the incorporation of these additional funds we will have secured Federal and State funds to pay for 80% of the design, right-of-way and construction costs. In addition, KSU has agreed to partner with the City to pay half of the local share. Thereby reducing the City's percentage for project eligible costs to 10%.

Currently the project is in the right of way acquisition phase and the final design phase. The project is anticipated to start construction in 2015.

c: Gene Roberts, Service Director  
Jon Giaquinto, Senior Engineer  
Suzanne Stemnock, Executive Assistant  
Jim Silver, Law Director  
David Coffee, Budget and Finance Director

## AGREEMENT AMENDMENT

Agreement No. 22263 is revised as follows. This Agreement Amendment will be inserted into the original agreement under the existing terms and conditions.

### 3. FUNDING

- 3.1 ODOT shall provide to the LPA 80 percent of the eligible preliminary engineering costs and ROW costs, up to a maximum of \$1,136,480, in Federal safety funds; 80 percent of the eligible right of way and construction costs, up to a combined maximum of \$6,000,000, in Federal MPO CMAQ funds; 80 percent of the eligible construction costs, up to a maximum of \$500,000, in Federal MPO-TAP funds and 80 percent of the eligible construction costs, up to a maximum of \$5,250,650, in Federal safety funds. These maximum amounts reflect the funding limits for the PROJECT set by the applicable Program Managers. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

### 15. GENERAL PROVISIONS

- 15.1 Recovery of Overhead and Fringe Costs: .

The LPA shall select which of the following methods it will use for recovering indirect expenses associated with LPA labor on this project:

- Safe Harbor Rates (30% Fringe, 38% Overhead)
- Actual Costs (Fringe only)
- Current Cost Allocation Plan rate approved by ODOT Office of Audits
- LPA will not seek recovery of costs associated with Fringe and Overhead

The LPA shall meet all timekeeping requirements outlined in OMB Circular A-87 and the LATP Manual for any labor costs to be eligible for reimbursement with Federal aid funds.

Should the LPA exercise its option to recover indirect costs, it must follow the LATP Manual of Procedures.

- 15.2 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.
- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that if they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 15.5 [Conditional] *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT

is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

POR-E SUMMIT ST.  
COUNTY-ROUTE-SECTION  
84546  
PID NUMBER  
22263  
AGREEMENT NUMBER

**SIGNATURES**

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

**LPA**

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

**ODOT**

By: \_\_\_\_\_ Date:  
Jerry Wray  
Director

Approved as to form:

\_\_\_\_\_  
James R. Silver, Law Director  
City of Kent

**Certificate of Director of Budget and Finance**

It is hereby certified that the amount THREE MILLION TWO HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED EIGHTY TWO Dollars (\$3,221,782) 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 Fund free from any obligation or certificates now outstanding.

\_\_\_\_\_  
Dave Coffee, Director of Budget and Finance

\_\_\_\_\_  
Date





# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

**To:** Dave Ruller, City Manager

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

**Date:** August 28, 2014

**Re:** FY2014 Appropriation Amendments, Transfers, and Advances

---

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

**Fund 001 – General**

Increase     \$    20,000     Community Support / Other (O&M) – Addt'l appropriation to pay Vistor's Bureau share of Bed Tax, offset by additional new revenue from KSU Hotel & Conference facility.

**Fund 202 – Sewer**

Decrease     \$    6,028     Contingency / Transfer to Capital/Sewer Plant for equipment per G. Roberts 8/14/14 memo request, approved by D. Ruller 8/15/14.

Increase     \$    6,028     SVC-Sewer Plant / Capital– Addt'l appropriation/transfer from Sewer Contingency for truck mounted hoist replacement per G. Roberts 8/14/14 memo request.

**Fund 301 – Capital**

Increase     \$ 1,084,403     Service / Capital Facilities – Re-appropriation of CORF Grant for 627 Lake St. (formerly AMETEK Property) for site remediation per G. Roberts 8/14/14 memo.

**Fund 303 – Police Facility**

Increase     \$ 1,150,000     Service / Capital Facilities – Appropriation for expenditure of uncommitted fund balances including Temporary Advance approved by KCC on 8//20/14.

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE

MEMO

August 14, 2014

**RECEIVED**

AUG 20 2014

BY   
CITY OF KENT  
BUDGET & FINANCE

To: Dave Ruller, City Manager  
From: Gene Roberts, Service Director  
RE: Sewer Contingency Fund Use

The Water Reclamation Facility Manger, Bob Brown, has requested use of \$6,027.78 of sewer contingency funds for the purchase of a replacement hoist for pulling pumps at our lift stations. The current hoist is no longer repairable and can only be replaced. Not replacing the truck mounted hoist will require the use of a vendor crane service which in a few events will exceed the current request. Attached is Bob's Memo of August 12, 2014 initiating this request.

We respectfully request approval of \$6,027.78 sewer contingency funds to cover the cost of this unexpected expense.

Cc: David Coffee, Budget & Finance Director  
Bob Brown, Water Reclamation Manager  
Bill Schesventer, Chief Operator  
file

from <sup>CONTINGENCY</sup> 202.05.550.900.7510 <\$6,028.00>  
to 202.05.550.503.7630 + \$6,028.00  
PLANT- CAP-EQUIPMENT

Approved  
  
8/19/14



# CITY OF KENT, OHIO

DEPARTMENT OF PUBLIC SERVICE  
Division of Water Reclamation

**Memo**.....

Date: August 12, 2014  
From: Bob Brown *Bob Brown*  
To: Gene Roberts  
Re: truck mounted hoist

.....

The WRF staff routinely uses a truck mounted hoist to remove and install equipment in our various pump stations. The current hoist has been rebuilt several times and has failed again. It is time to purchase a replacement, however I am not sure where my capital expenditure budget stands at this time.

The cost of a replacement hoist (2000 lbs.) has been quoted at \$6,027.78. Since we have another pump replacement scheduled at the Yacavona Pump Station, I would like to purchase this new hoist ASAP. Please let me know if this can be accomplished.

Thanks,  
Bob

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE

MEMO

August 14, 2014

TO: Dave Ruller, City Manager  
David Coffee, Budget & Finance Director

FROM: Gene Roberts, Service Director *R*

RE: AMETEK CORF Grant Appropriation

Project Location: City property, 627 Lake Street (formerly AMETEK Property)

Project Description: The State of Ohio and City of Kent have entered into a Grant Agreement as part of the Clean Ohio Revitalization Fund (CORF) for the environmental remediation of the property formerly owned by AMETEK and now owned by the City of Kent. This issue was approved by Kent City Council with passage of Ordinance Number 2012-109 on October 17, 2012. The current primary tasks included in the site cleanup work are certified professional development of the No Further Action status for the site with the Ohio EPA, asbestos remediation, ground water remediation and finally building demolition.

In the 2014 Proposed Budget (page 4-12) local funds were provided in the amount of \$500,000. Progress of the various remediation tasks have used almost the full \$500,000 and progress continues that now requires appropriation of the State of Ohio CORF Grant Commitment in the amount of the Grant \$1,084,403. The total cost of the completed project is not known at this time but is currently believed to require additional funding above the current total of local funds and the CORF Grant of \$1,584,403. Estimated future additional funds have reduced from a high of over \$1,000,000 to the current amount of \$200,000. The additional local funds are required to complete the building demolition.

Staff respectfully requests appropriation authority of the full amount of the CORF Grant noting that the offsetting revenue stream of the grant will reimburse the City for the expenses currently planned. There are two known current expenses with Brownfield Restoration Group as the lead Certified Professional whom will obtain the No Further Action status for the site with the Ohio EPA at an amount of \$210,000 and a pending contract with Clean Harbors Environmental Services at an amount of \$240,000 including contingency for ground water remediation.

The appropriation request is \$1,084,403. It is respectfully requested that Kent City Council discuss and approve this request at their earliest convenience.

cc: Bridget Susel, Community Development Director  
file

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Jordan

FROM: Jon Giaquinto

DATE: 8/26/14

RE: East Summit Street Improvement Project – KSU and City of Kent Construction and Maintenance Agreement

Engineering is requesting council time to seek approval of the attached Construction and Maintenance Agreement with KSU for the East Summit Street improvement project. This is a continuation of the existing MOU dated April 14, 2009 and is needed to specify the terms and conditions for the construction of the project, the payment of the local share (50/50 split) and the maintenance responsibilities after construction. The city has secured Federal and State funds to pay for 80% of the design and construction while KSU has agreed to partner with the City to pay half of the local share. All right of way needed from KSU will be donated to the project. The city has been approved by ODOT to manage the project design, right of way and construction activities. Currently the project is in the right of way acquisition phase and the final design phase. The project is anticipated to start construction in 2015.

c: Gene Roberts, Service Director  
Jim Bowling, City Engineer  
Suzanne Sternock, Executive Assistant  
Jim Silver, Law Director  
David Coffee, Budget and Finance Director

**EAST SUMMIT STREET IMPROVEMENTS**

**CONSTRUCTION AND MAINTENANCE AGREEMENT**

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF KENT (hereinafter referred to as "CITY") and KENT STATE UNIVERSITY (hereinafter referred to as "KSU") recites that:

WHEREAS, the KSU Area Transportation Projects Citizens Advisory Committee identified East Summit Street as an important corridor for both KSU and the City and as such developed an initial purpose and need statement for the project in 2006; and

WHEREAS, the CITY and KSU previously shared resources to complete a safety study to obtain Federal safety funds in 2008; and

WHEREAS, the CITY has received \$6.0 million in Federal MPO-CMAQ funds, \$0.5 million in Federal MPO-TAP funds, \$6.4 million in Federal safety funds and \$0.7 million in OPWC funds totaling \$13.6 million for the improvements to East Summit Street adjacent to the KSU campus; and

WHEREAS, in receiving the Federal and State funds, the CITY will administer the project and will be responsible for the design, right of way acquisition, bidding, award and construction management of the project; and

WHEREAS, the Kent City Council agreed to enter into a Memorandum of Understanding to cooperate in the design, construction and funding of the East Summit Street Improvements by Resolution No. 2009-37 passed on March 18, 2009; and

WHEREAS, the KSU Board of Trustees agreed to enter into a Memorandum of Understanding to cooperate in the design, construction and funding of the East Summit Street Improvements by Resolution No. \_\_\_\_\_ passed on \_\_\_\_\_; and

WHEREAS, the Memorandum of Understanding dated April 14, 2009 is included as Exhibit 1; and

WHEREAS, the construction of the East Summit Street Improvements shall now be known as POR-E. Summit St. - PID 84546 (hereafter referred to as "PROJECT") to coincide with the Local Public Agency Federal Project Agreement; and

WHEREAS, a Citizens Advisory Committee (CAC) was formed in 2010 to provide public input and guide the development of project alternatives through a series of public meetings. The CAC identified two PROJECT alternatives to be taken to public meetings in 2011. The alternative with roundabouts at Campus Center Drive and at Ted Boyd Drive was chosen as the preferred alternative after public input was received. The Kent



City Council approved moving forward on the design of the preferred alternative on April 4, 2012; and

WHEREAS, existing and proposed components of the project along Summit Street including sidewalk will traverse the property of KSU for use by the general public including KSU students, faculty and staff (hereinafter referred to as "USERS"); and

WHEREAS, the CITY and KSU desire to further delineate the duties, rights, and responsibilities of each party to the other regarding the PROJECT;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

#### RIGHT OF WAY

For purposes of constructing the PROJECT, KSU will grant to the CITY under a separate document temporary easements as shown in the approved plans.

The CITY and KSU will work together to minimize staging costs and to determine the best location for a staging area.

The CITY will obtain permanent right of way from the State of Ohio for CITY maintained roadway features that will be placed on KSU property. Roadway features include but are not limited to proposed pavement, curbs, catch basins, manholes, storm sewer, street lighting, traffic signals, beacons, pull boxes and underground conduit. Permanent right of way will be conveyed by separate document. See attached right of way plans and legal descriptions.

Due to the great value of the PROJECT to KSU and the importance that an aesthetically pleasing and functional East Summit Street is to its students, faculty and staff, KSU agrees to donate land at no cost to the CITY to build the PROJECT. Without the donation of land by KSU, the PROJECT would not be able to be constructed to meet the needs of both the CITY and KSU.

#### CONSTRUCTION

The CITY will manage the Local Public Agency (LPA) Agreement with the Ohio Department of Transportation (ODOT) and a City of Kent Engineer will be in responsible charge of the PROJECT. The CITY will administer and hold the contract for the construction of the PROJECT.

KSU and the CITY agree to provide one full-time inspector from each agency, on-site for the duration of the PROJECT. KSU and the CITY further agree that personnel costs shall

not be charged to either party for the in-house administration, management and inspection of the PROJECT.

Any non-fundable item, as determined by ODOT, for the PROJECT will be considered within the scope of this agreement. The assignment of cost will be mutually agreed to and the benefitting party will be responsible for the entire amount. An amendment will be required to define responsibility for payment.

KSU will continue to improve and modify areas adjacent, and sometimes within the boundaries of this PROJECT. The CITY and KSU agree this work will remain the full responsibility of KSU but that both parties will work to coordinate the projects and minimize conflicts.

KSU and the CITY agree that a safe work site for pedestrians including accessible pedestrian pathways and lighting is to be provided by the contractor and as such will be stated in the plans and specifications.

KSU understands that secondary damage to KSU's existing streets may occur from construction vehicle traffic due to the construction activity required for the PROJECT. Routes may require resurfacing earlier than would normally be expected. The CITY and KSU will work together to minimize secondary damage. Secondary damage repair, such as earlier than anticipated paving projects is not considered to be part of this PROJECT.

KSU agrees to allow a construction trailer to be staged within the KSU campus near or within the project limits, for both KSU and CITY inspectors and staff for the administration, management and inspection of the PROJECT.

KSU and the CITY agree to work together to find ways to minimize construction duration of the PROJECT.

KSU and the CITY will work together to provide periodic construction updates to the public through media including but not limited to press releases, website updates, e-mails and brochures. The PROJECT will include changeable message boards to be used for advanced notification of the traveling public. KSU and the CITY will mutually review and approve the messages to be sent out to the public prior to their release. KSU will be required to coordinate and inform their staff and students through media of their choice. The CITY shall be responsible to coordinate and inform their staff and the general public through media of their choice.

The PROJECT will provide public and emergency access to KSU buildings at all times of the day and night during construction of the PROJECT. This includes ADA access and safe pathways utilizing temporary lighting.

The PROJECT shall be designed to meet or exceed minimum AASHTO standards for roadways and be approved by ODOT. The PROJECT shall be constructed in accordance with the policies of the Local Public Administered projects required by ODOT.

### COSTS

The CITY and KSU agree to pay for the local share of the PROJECT, including design, right of way acquisition, construction, construction inspection and all other incidental items in equal amounts (50/50 split) up to the total local share PROJECT budget of \$3,225,000 which includes the local share amount in the April 14, 2009 Memorandum of Understanding in Exhibit 1.

The PROJECT budget shall not be exceeded without the written approval of KSU. The PROJECT budget includes all costs to complete the construction of the PROJECT, including but not limited to; construction engineering, inspection services, testing services, utility fees, legal fees, construction & contingencies. KSU shall assist the City's Engineer to complete the construction of the PROJECT within the approved budget.

### LOCATION

The PROJECT shall commence at or near the intersection of Summit Street and Willow Street and continue easterly to its terminus near Summit Street and Whitehall Boulevard.

KSU reserves the right to relocate the sidewalk on its property and or its related amenities at any time during the term of this agreement. KSU shall be responsible for the cost of any such relocation and shall maintain the sidewalk connectivity to adjacent sidewalk along Summit Street right of way. Conversely, the CITY may not alter the sidewalk and or its related amenities on KSU property without receiving the written approval of KSU.

### MAINTENANCE

The CITY shall maintain essential items of the right of way as per CITY Codified Ordinances. This typically includes maintenance of the following items in the roadway right-of-way: pavement, utilities (water, storm sanitary), roadway lighting, traffic signals, beacons, emergency vehicle access, pavement markings and signing related to the roadway. The CITY shall be responsible to plow the roadway within the right-of-way limits of Summit Street.

KSU shall maintain all items provided in the Kent Codified Ordinances including but not limited to sidewalks, ramps, driveways, side streets owned by KSU (Kent Dr., Stockdale Dr., Terrace Dr., Janik Dr, Risman Plaza, Campus Center Dr. West, Johnston Dr., Ted Boyd Dr., Campus Center Dr. East and Loop Road north of Summit St.), lawns, pedestrian lighting, water quality and water quantity ponds within the property frontage on Summit Street.

In addition to the above, KSU shall also maintain certain items within the right of way including median lawns and landscaping, wayfinding signs, pedestrian lighting, branding items including signs and walls, KSU street name signs, thermoplastic markings specific to

KSU and banners as provided for on the approved PROJECT plans. Items maintained by KSU will be built to KSU standards.

KSU shall secure all necessary permits required in connection with the use of the right of way and shall comply with all federal, state and local statutes, ordinances, rules or regulations which may affect, in any respect, KSU's use of the right of way. KSU shall, prior to 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 use of the right of way.

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 KSU's changes to the right of way, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of KSU.

The CITY and KSU shall perform non-emergency repairs to its utilities in such a manner as to minimize disturbance to the functioning of Summit Street. Summit Street shall be restored to the quality of the existing facility with similar materials whenever the CITY and/or KSU disturb the facility in the course of repairing and/or maintaining its utilities or facilities.

Maintenance shall be in accordance with the standards generally applied to public facilities of this nature, including repair and/or replacement as a result of weather, animals, individuals or any other cause. The maintenance responsibility shall remain in full force for the duration of the terms of this agreement.

#### SAFETY/LIABILITY

The safe and secure enjoyment of the sidewalk on Summit Street by USERS while on the property of KSU shall be the sole responsibility of KSU.

KSU shall maintain general liability insurance coverage to such extent and in such amounts, as it deems appropriate, but in no event less than the amount of coverage that the CITY carries for general liability coverage. KSU shall cause the CITY to be named as additional insured, whether in law or in equity. Further the CITY shall name KSU as an additional insured on any liability coverage in place for the operation and use of the sidewalk on Summit Street.

#### TERM, TERMINATION AND ABANDONMENT

It is the desire of the parties that this agreement shall remain in full force in perpetuity, but in no event shall the initial term of this agreement expire before January 1, 2067. Thereafter, this agreement will continue on a year to year basis until terminated by either party with one (1) year prior written notice from the party seeking termination.

SEVERABILITY

In the event any one or more of the provisions contained in the Agreement shall be determined to be invalid and the remaining provisions can be given effect, then in such event the remaining provisions shall remain in full force and effect.

NON-ASSIGNMENT

The rights, duties and responsibilities of parties under this agreement shall not be assignable by either party without written consent of the other party.

NON-WAIVER OF BREACH

The waiver of a breach of any one or more of the terms, provisions and conditions set forth and included in this Agreement shall not constitute, nor be construed to represent or constitute, the waiver in whole or in part of any subsequent breach of any term, provision or condition contained in this Agreement.

INTEGRATED AGREEMENT

This Agreement, including exhibits, represents the entire, complete and exclusive understanding and agreement of the parties hereto and reduces to writing all oral negotiations and agreements of the parties and shall not be changed, varied or otherwise amended except in writing, signed by each of the parties hereto.

NOTICES

Unless and until otherwise advised in writing in accordance herewith, all notices required to be given under this Agreement shall be in writing sent by certified mail, postage prepaid, as follows:

To City:           City of Kent  
                          215 East Summit Street  
                          Kent, Ohio 44240

To KSU:            Vice President for Administration  
                          Kent State University  
                          P.O. Box 5190  
                          Kent, Ohio 44242

ARTICLE HEADINGS

The article headings contained herein are inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of

this Agreement, nor in any way to affect the interpretation of any provision of this agreement.

GOVERNING LAW

This Agreement is being executed in the state of Ohio and the laws of Ohio shall govern its validity, effect and performance.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands on the day and year first written above.

KENT STATE UNIVERSITY

CITY OF KENT

By \_\_\_\_\_  
Gregg S Floyd  
Vice President for Finance &  
Administration

By \_\_\_\_\_  
David Ruller  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Council for Kent State University

\_\_\_\_\_  
Jim Silver  
Law Director

Certificate of Director of Budget and Finance

It is hereby certified that the amount \_\_\_\_\_ 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 Fund free from any obligation or certificates now outstanding.

\_\_\_\_\_  
Dave Coffee, Director of Budget and Finance

\_\_\_\_\_  
Date



Exhibit 1  
East Summit Street Improvements Memorandum of Understanding

**EAST SUMMIT STREET IMPROVEMENTS**

**MEMORANDUM OF UNDERSTANDING**

**KENT STATE UNIVERSITY  
AND  
THE CITY OF KENT**

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

This Memorandum of Understanding, dated April 14, 2009, is an agreement made and entered into between 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 Summit Street generally located from Lincoln Street to Loop Road; known as the East Summit Street Improvements (the "Project"), and;

**WHEREAS**, KSU and the City have previously shared resources to complete a 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 (CMAQ) 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**, 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 \$330,000, in equal amounts (50/50 split) up to a maximum amount of \$165,000 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 Summit Street. The authorization is for 50% of the local share, with the amount presently estimated at \$1.1 million, and;

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

**Section 1. Design of the Project**

- A. The City shall undertake the design of the Project in a workmanlike manner.
- B. 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.
- C. The parties to this Memorandum of Understanding covenant that all design with respect to the Project is made in reliance on this Memorandum of Understanding.
- D. KSU, as a major stakeholder of the Project, shall be active in the selection of the design consultant, 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.

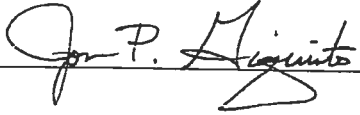
## **Section 2. Construction of the Project**

- A. This Memorandum of Understanding will be amended prior to construction to further detail the terms.
- B. KSU's participation in the local match is limited to the \$1.1 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.

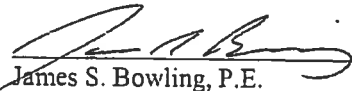
IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

**CITY OF KENT, OHIO**

WITNESS:

  
\_\_\_\_\_

Reviewed and Recommended by:

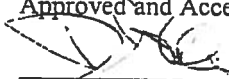
  
\_\_\_\_\_ James S. Bowling, P.E.  
Deputy Service Director/Superintendent of  
Engineering

4/7/09  
\_\_\_\_\_ Date

WITNESS:

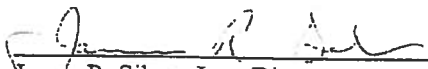
  
\_\_\_\_\_

Approved and Accepted by:

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


4-14-09  
\_\_\_\_\_ Date

Approved as to form:

  
\_\_\_\_\_ James R. Silver, Law Director  
City of Kent

**Certificate of Director of Budget and Finance**

It is hereby certified that the amount one hundred sixty five thousand dollars (\$165,000) 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.

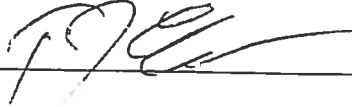
  
\_\_\_\_\_ John Mockler, Acting Director of Budget and  
Finance

4.14.09  
\_\_\_\_\_ Date

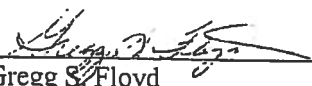
IN WITNESS WHEREOF, the parties hereto have offered their hands and seals.

**KENT STATE UNIVERSITY**

WITNESS:

  
\_\_\_\_\_

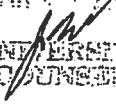
Reviewed and Recommended by:

  
\_\_\_\_\_

Gregg S. Floyd  
Vice President for Finance and  
Administration  
Kent State University

3-31-09  
Date

REVIEWED BY

MAR 31 2009  
  
UNIVERSITY  
COUNCIL

**EXHIBIT A**

CITY OF KENT  
RESOLUTION NO. 2009-37

RESOLUTION NO. 2009 - 37

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF KENT AND KENT STATE UNIVERSITY FOR THE PURPOSE OF CONTINUING THEIR JOINT EFFORTS FOR THE IMPROVEMENT OF EAST SUMMIT STREET GENERALLY LOCATED FROM LINCOLN STREET TO LOOP ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent and Kent State University wish to continue their joint efforts for the improvement of East Summit Street generally located from Lincoln Street to Loop Road; and

WHEREAS, the City of Kent and Kent State University also agree to share the local match for federal and state funded improvements to Summit Street;

WHEREAS, time is of the essence.

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

**SECTION 1.** That the Kent City Council does hereby authorize the City Manager, or his designee to execute a Memorandum of Understanding between the City of Kent and Kent State University for the purpose of continuing their joint efforts for the improvement of East Summit Street, said Memorandum of Understanding as described in Exhibit "A", attached hereto and incorporated herein.

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

**SECTION 3.** That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 3-10-09  
DATE

[Signature]  
MAYOR AND PRESIDENT OF COUNCIL

ATTEST: [Signature]  
CLERK OF COUNCIL

I hereby certify that Resolution No. 2009-37 was duly enacted this \_\_\_\_\_ day of March, 2009, by the Council of the City of Kent, Ohio

[Signature]  
CLERK OF COUNCIL





# CITY OF KENT, OHIO

## DEPARTMENT OF LAW

**TO:** KENT CITY COUNCIL  
**FROM:** JAMES R. SILVER *JRS*  
**DATE:** AUGUST 28, 2014  
**RE:** PROPOSED CHARTER AMENDMENT

As the proposed Charter Amendment is headed to the ballot in November, it seemed like a good time to review what exactly is being purposed. The people that I met and who asked for my signature on the petitions, told me that the proposed amendment deals only with fracking for gas and oil. In reading the actual language, it goes way beyond oil and gas drilling. The following comments are based upon the words and language used in the proposed Community Bill of Rights.

I will briefly go through the proposed amendment section by section.

**Section A(a):** "Right to Local Community Self-Government. All residents of the City of Kent possess the right to a form of governance where they live which recognizes that all power is inherent in the people and that all free governments are founded on the people's consent. Use of the "City of Kent" municipal corporation by the people of Kent for the making and enforcement of this law shall not be deemed, by any authority, to eliminate, limit or reduce that self-governing authority."

This section states that "all power is inherent in the people and that all free governments are founded on the people's consent."

My questions are as follows:

1) Does this mean that all laws require the "consent" of the people? Consent by dictionary definition, means all people agree. Not just a majority. A government cannot be run by consent. We can't agree on what to have for breakfast, let alone totally agree upon a form of government and laws to be enforced.

2) Does every item get voted upon by all of the people? Currently, our country is set up as a Republic. We elect leaders, who then make decisions for us. We, as members of the community, do not vote on every bill or law that comes before the Federal government, State government, and local government. It would be totally unwieldy and I suspect, close to impossible to have everyone vote on every issue, let alone reach a consensus. Our recourse is to elect new representatives if we do not like the decisions being made. Does the statement that we are founded on "the people's consent" mean everything requires a unanimous vote by the people? And what does "consent" mean in this context? Does it mean everyone must agree on the laws? Or a majority? Or some other percentage of the people? This section raises more questions than it answers.

The current Federal, State and Local governments of this Country are not founded upon consent. They are founded upon majority rule. I also take issue to the last sentence of the paragraph labeled A(a). It sets local government above State and Federal government. Our country is simply not set up this way on many issues.

**Section A(b):** "Right to Pure Water. All residents, natural communities and ecosystems in the City of Kent possess the right to sustainably access, use, consume or preserve water from natural sources which is untainted by toxins, carcinogens, particulates, and other substances known to cause harm to health."

If this is a right, held by all of us, which should be enforced, then I see some consequences not brought up by the person I met passing petitions.

Taking this section for what it says, the City would be obligated to stop all pollution into our groundwater and rivers and creeks. This would include pesticides, weed killers, fertilizers for lawns and farmland and detergents. It would mean no salt on our roads, or oil or gas spillage or leakage on our roads or anywhere else. It would mean no window washer fluid flying into the air.

It would mean storm water run off and sanitary sewer effluent would have to be completely clean of toxins. Bob Brown may be able to put a cost on a system to allow "no toxins or pollutants" in effluent, but I suspect it would be extremely expensive – if even possible.

Does this begin to paint the picture of what would be required to obtain pure water? I don't know what the person who drafted this document meant; I only know what it says. To obtain "pure water", we will have to shut down the City's sanitary sewer system, and we will have to keep all contaminants out of the storm water in the City.

**Section A(c):** "Right to Clean Air. All residents, natural communities and ecosystems in the City of Kent possess the right to breathe air untainted by toxins, carcinogens, particulates, and other substances known to cause harm to health."

Again, I only know what this section says. And it says that we have a right to air untainted by contaminants. As a part of the Charter and the laws of the City, we would be obligated to enforce this provision as well. It means: No Contaminants. None.

To obtain untainted air, we would need to ban gas/oil powered automobiles, trucks, machinery, lawn mowers, etc. from operating in Kent. They all produce substances known to cause harm to health. We would need to shut down furnaces that heat our homes and businesses with natural gas and/or propane. Burning those fuels produce toxins that can cause harm to our health. We will also have to shut off gas stoves. If this is the result you want, then you need to vote for this Community Bill of Rights.

I suppose our police and fire departments will have to switch to electric cars/vehicles or horses. And in the spirit of the proposed Charter amendment, we will only use electricity if its produced by a method that creates no toxins, carcinogens, particulates, or other bad by products.

**Section A(d):** "Right to Peaceful Enjoyment of Home. Residents of the City of Kent possess the right to the peaceful enjoyment of their homes, free from interference, intrusion, nuisances or impediments to access and occupation."

To be honest, I am not sure what this section requires. Without further definition of "interference", "intrusion", "nuisances", or "impediments", I am at a loss for what is being required.

For instance, the neighbor Girl Scout or Boy Scout coming to my house to sell cookies or popcorn is fine with me. Some folks however, may find it to be a nuisance. Do we ban that type of activity? Whose definition of interference, intrusion, nuisance and impediment are we using? Does it mean that no one can come onto my property to see if I am using fertilizer that would be banned by Section A(b)?

Does it mean we do not allow meter readers to "intrude" into our homes? Does it mean police cannot enter a house, even with a search warrant or arrest warrant? I find that this section is unconstitutionally vague, and unenforceable.

**Section A(e):** "Right to be Free from Toxic Trespass. All residents, natural communities and ecosystems in the City of Kent possess the right to be free from toxic trespass resulting from corporate or government engagement in the extraction of hydrocarbons, including but not limited to, trespass by manufactured chemicals, toxins, pathogens, or radioactive substances and their progeny."

This section requires the prevention of all toxins emitted from the extraction of hydrocarbons from entering into our community. This is the first section that mentions hydrocarbons. I am not sure how to prevent that short of a dome being built over the City. We still will not be able to control what goes on outside of the City. Which perhaps, is why it is an issue dealt with more effectively on the State and Federal levels of government.

**Section A(f):** "Rights of Natural Communities. Natural communities and ecosystems, including, but not limited to wetlands, streams, rivers, aquifers, and other water systems possess the rights to exist and flourish within the City of Kent."

For me to enforce this directive would require a definition of "flourish". What does that word mean in this context? It also probably goes back to the concerns raised in the Section A(b) discussion.

Plus, how do we control the entry of pollutants into our City's water from sources outside of the City? We currently do not control the Cuyahoga River north or south of our borders

(assuming we even control that which is within our borders). Do we filter all water that comes into Kent? Including rain water? Ground water? Again, more questions are generated than answers with this section. At what cost to we fulfill this requirement? Where does the money come from?

**Section A(g):** "Right to a Sustainable Energy Future. All residents in the City of Kent possess the right to a sustainable energy future, which includes, but is not limited to, the development, production, and use of energy from renewable, non-polluting, and sustainable fuel sources, as well as the authority to establish local sustainable energy policies to further secure this right, and the right to be free from energy development production, and use that may adversely impact the rights of human or natural communities."

This is great as a hope for the entire world in the future. As an enforceable right at this point in time, it becomes difficult for the City of Kent. Does this mean we take our City resources and direct them to the development and production of renewable, non-polluting energy sources? What do we cut in the budgets to obtain this? Police? Fire? The Service Department? Perhaps we start with the Service Department as they won't be plowing or salting roads. Do we only allow the use of power from sustainable energy production?

As a vision on a world scale, this makes sense. As an enforceable right in the City, it probably does not work so well.

There may be some who read this to this point and suggest that I am overreacting. That this is not what was meant by this document. To those of you, I refer back to Section A which precedes Sections A(a) through A(g) and which reads:

#### **Article 1. Section 4 Community Bill of Rights**

##### **"A. Rights Enumerated, Reserved, Self-Executing and Enforceable.**

The rights enumerated herein are in addition to, and shall not limit or abridge, other rights retained by the people. All rights delineated and secured by this Charter shall be fundamental, unalienable, and self-executing and these rights shall be enforceable against private and public entities." (underlining added).

Section A makes it clear that the rights listed in a, b, c, d, e, f and g, described above, are "fundamental, unalienable, and self-executing and these rights SHALL be enforceable against private and public entities."

The language used is all I have to work with, not what anybody else thought it meant. I only have what it says. And it says these rights SHALL be enforced. There is no room for discussion at that point. So, as Law Director, I would be charged with enforcing the rights set out in Section A(a) through A(g). That is what the document says. So, we shut down the City to obtain pure water and untainted air.

**"B. Securing and Protecting Rights.**

To further secure and protect the rights enumerated by the Community Bill of Rights, the following shall apply:

- (a) It shall be unlawful within the City of Kent for any corporation or government to engage in the extraction of hydrocarbons.
- (b) Corporations and governments that engage in the extraction of hydrocarbons in a neighboring municipality, county or state shall be strictly liable for all rights violations within the City of Kent which occur as the result of those activities.
- (c) No permit, license, privilege, charter, or other authority issued by an state, federal or international entity which would violate the prohibitions of this Charter or any rights secured by this Charter, the Ohio Constitution, the United States Constitution, or other laws, shall be deemed within the City of Kent"

This section, as with several other sections, is not as clear as some people have indicated to me. Section B(a) says it will be unlawful to extract hydrocarbons. From where? Does this mean we cannot extract oil from our cars when doing an oil change? Even the electric cars we will be forced to drive use oil to lubricate the moving parts. The language says we cannot extract the oil. It does not say where we are prevented from extracting hydrocarbons.

If the phrase was meant to refer to the extractions of hydrocarbons from the ground, it should have used that language. If this Bill of Rights passes, I will be charged with enforcing what it says, not what somebody else may have thought it said.

As to part B(b), entities that pollute as a result of drilling for oil are currently responsible for their actions under existing laws. However, I will admit that enforcement is not what it should be in my opinion. There are laws currently on the books. I recommend working with the State and Federal folks to get the current laws enforced.

Then we come to Section B(c). This section requires the City to ignore any State or Federal law that interferes with this proposed Charter Amendment. I believe this section is unconstitutional. It says we will not follow State and Federal law that deviate from the proposed Community Bill of Rights.

For a brief history lesson, this Country's government was formed from the top down. The State of Ohio was formed because the U.S. Constitution and Federal laws permitted it. The City of Kent was formed by grant of the State of Ohio and its laws and constitution. The Council members who serve Kent take an oath that requires them to uphold the laws of the United States and Ohio. I took an oath as an attorney to uphold the laws of the State and Federal government. This section will require the Council members and myself to violate our oaths, making us unfit to be City Council members and the Law Director. It is unconstitutional on several levels.

The answer to this dilemma has been proposed to the backers of these Charter amendments on more than one occasion. These are national and state issues that should be addressed on national and state levels. Not at the City level of government.

It appears that this proposal could be calling for an overthrow of the government as it now stands in this State and this Country. I, as the Law Director, want no part of this section of the proposed Community Bill of Rights.

**"C. Definitions.**

As used in this Charter, these terms shall have the following meaning:

- (a) "Corporation" shall include any corporation, partnership, limited liability partnership, business trust, public benefit corporation, business entity, or limited liability company organized under the laws of any state of the United States or under the laws of any country.
- (b) "Extraction of hydrocarbons" shall include, but not be limited to, all extraction of oil and gas by hydraulic fracturing, vertical, directional, or horizontal drilling, and associated activities.
- (c) "Engage in the extraction of hydrocarbons" shall include, but not be limited to, the extraction of hydrocarbons, the siting or use of infrastructure or transportation supporting the extraction of hydrocarbons - including but not limited to processing facilities, pipelines, compressor stations, storage facilities, recycling and disposal facilities. The term shall also include the extraction of water from any source for use in extraction of oil and gas; the deposit, disposal, storage, processing, beneficial use or transport by vehicle or pipeline of any liquid or solid waste, produced water, frack water, brine or other materials, chemicals, or by-products used in, or resulting from, the extraction of gas and oil; and the application for, or issuance of, a permit to engage in these activities. The phrase shall not apply to use of gas and oil wells installed and operating at the time of enactment of this Charter provision, provided that the extraction of gas or oil from those existing wells does not involve any practice or process not previously used for the extraction of gas or oil from those wells, and providing that those wells are securely and properly capped when production ceases. This phrase shall not apply to the manufacture, production, sale or distribution of materials and components used in the extraction of hydrocarbons, nor to the construction of infrastructures or manufacture of transport systems, but only to the actual siting and use of such items in support of the extraction of oil and gas within the City of Kent. This phrase shall not apply to the construction, maintenance or repair of residential or business infrastructures used for delivery to retail end-users of gas and oil."

Definitions can be set by local governments in some areas. I do not have big issues with the proposed definitions. But, I find it interesting that C(a) refers to entities formed under Federal and State laws, after just stating that the City won't have to obey Federal and State laws.

In addition, Section C(b) goes to a definition of "extractions of hydrocarbons" that could still apply to extracting oil out of a vehicle for an oil change. Clarification would be advised.

**"D. Enforcement.**

These enforcement provisions shall be in force:

- (a) Any corporation or government that violates any provision of this Community Bill of Rights shall be guilty of an offense and, upon conviction thereof, shall be sentenced to pay the maximum fine allowable under State law for that violation. Each day or portion thereof, and violation of each section and subsection of this Community Bill of Rights, shall count as a separate violation.
- (b) The City of Kent, or any resident of the City of Kent, may enforce the rights and prohibitions of this Community Bill of Rights through an action brought in any court possessing jurisdiction over activities occurring within the City. In such an action, the City or the resident shall be entitled to recover all costs of litigation, including, without limitation, expert and attorney=s fees.
- (c) Any action brought by either a resident of the City, or by the City, to enforce or defend the rights of ecosystems or natural communities secured by this Charter shall bring that action in the name of the ecosystem or natural community in a court possessing jurisdiction over activities occurring within the City of Kent. Damages shall be measured by the cost of restoring the ecosystem or natural community to its state before the injury, and shall be paid to the City of Kent to be used exclusively for the full and complete restoration of the ecosystem or natural community."

Section D(a) is a bit absurd. It calls for enforcement to the max of violations of "State" law. This proposed Community Bill of Rights is not a State law. It makes no sense. It means nothing as written. Section D(a) does not call for enforcement under local law.

Section D(b) does allow for enforcement of the proposed Bill of Rights by either the City or any resident. It also speaks to recovering all costs of litigations. Here are my questions. 1) Who pays all the costs of litigation? The Defendant? The City? And when do they pay? If the Plaintiff, City or resident wins the case, or in all cases, win, lose, or draw?

If the Plaintiff recovers all costs while losing the case, it means that this is totally new law in the State and is probably unconstitutional. Clarifications would be beneficial here. But again, we only have what is written in the proposed Charter change. Allowing people to bring lawsuits and giving them attorney fees for just filing the suit would spawn litigation that would flood the Courts for decades.

**"E. Enforcement and Corporate Powers.**

These enforcement provisions regarding powers of private corporations shall be in force:

- (a) Corporations which violate or seek to violate the Charter of the City of Kent, or which are alleged to have violated this Community Bill of Rights, shall not be deemed to be "persons" nor possess any other legal rights, privileges, powers, or protections which would interfere with the rights or prohibitions enumerated by this Charter. "Rights, privileges, powers, or protections" shall include the power

to assert state or federal preemptive laws in an attempt to overturn this Community Bill of Rights, and the power to assert that the people of this municipality lack the authority to adopt this Community Bill of Rights.

- (b) All laws adopted by the legislature of the State of Ohio, and rules adopted by any State agency, shall be the law of the City of Kent only to the extent that they do not violate the rights or prohibitions of this Community Bill of Rights."

This entire section is ridiculous. If I read it correctly (and I have read it over in excess of 10 items) it says that if I ever just "allege" that corporation "XYZ" has violated the Kent Charter, then corporation "XYZ" has no rights under the City Charter. If you couple that with other language in Section E(a), corporation "XYZ" would have no State or Federal rights either, if those rights interfere with the City Charter.

This section seems to say that we can take all the rights away from some entities. On an allegation no less! I believe that even corporations have rights under existing laws.

This entire section is unconstitutional and unenforceable. And, I suspect it calls for the overthrow of some State and Federal laws. Again, I want no part of this challenge to those laws at the City level.

The battle should be fought at the State and Federal levels.

#### **"F. People's Right to Self-Government**

Use of the courts or the Ohio legislature in attempts to overturn the provisions of this Charter or any of its sections shall require the City to convene community meetings focused on changes to local governance until the right of the people to local self-government is achieved."

This section is also less than clear in its language. As written, the City would be required - the word "SHALL" again - to hold community meetings until "the right of the people to local self-government is achieved, if anyone challenges this Bill of Rights in a Court."

What in the world does local governance mean? Define local self-government. Does it mean no State or Federal government? Does it apply to having the City license drivers and cars in the City? Assuming we have cars in the City? Do we define it by consensus? This section seems to require continuous meetings until some unspecified goal is achieved. Does everyone have to attend the community meetings? Do the meetings continue as long as litigation is pending? Days, weeks, years?

This section was not well thought out and is unenforceable, in my opinion.

#### **"G. State and Federal Constitutional Changes.**

Through the adoption of this Charter and its sections, the people of the City of Kent call for amendment of the Ohio Constitution and the federal Constitution to recognize a right to local self-government free from governmental preemption and/or nullification by corporate "rights".



The people of the City of Kent can call for amendments to the Ohio and Federal Constitutions now. A charter change is not required to initiate the process. I have suggested that this approach be taken on these issues, but we are still here with this review of this proposed Charter amendment. The people who proposed this amendment were able to use the laws of the State of Ohio and the City to get the proposal on the ballot. This suggests that the current system of government can and does work. Why change it?

Again, this section is not well drafted. It gives no guidance. It wants us to be free of government preemption. What preemption? All preemptions? Do the drafters of the document really want corporations that are alleged to violate the provisions of this proposal to have no rights and/or no control by State and Federal governments? The language does not specify oil companies and/or companies that drill for oil and gas. It states "corporate rights". I have to read it as all corporations and the proponents are asking that all corporate rights be nullified in the City of Kent. Is that really what we want? I believe this section is also unconstitutional and unenforceable.

**"H. Provisions Severable.**

The provisions of this Community Bill of Rights section and its subsections are severable. If any court decides that any section, clause, sentence, part, or provision of this section is illegal, invalid, or unconstitutional, such decision shall not affect, impair, or invalidate any of the remaining sections, clauses, sentences, parts, or provisions of the Community Bill of Rights."

This language is not uncommon in contracts. However, it means that if this Community Bill of Rights is adopted, there will be legal battles – paid for by the City – over each and every section included in the Community Bill of Rights. It is another reason why I propose voting against this entire Community Bill of Rights in November.

**"I. Repealer.**

All inconsistent provisions of prior Ordinances, Charter sections, and laws adopted by the City of Kent and its people are hereby repealed, but only to the extent necessary to remedy the inconsistency."

This section would be relatively straight forward, if we knew what the rest of the document meant. Without clarification as commented upon earlier, this section becomes next to impossible to fulfill.

Based upon the above, I have no reservations in stating that the provisions of the proposed Community Bill of Rights are either unenforceable, unconstitutional, and/or they call for consequences that will create a ghost town in Kent.

**City of Kent  
Income Tax Division**

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**July 31, 2014**

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

**Monthly Receipts**

Total receipts for the month of July, 2014	\$1,073,397
Total receipts for the month of July, 2013	\$967,424
Total receipts for the month of July, 2012	\$961,433

**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 July 31, 2014	\$7,622,830	61.47%
Total receipts January 1 through July 31, 2013	\$7,184,634	57.95%
Total receipts January 1 through July 31, 2012	\$6,840,415	56.70%

**Year-to-date Receipts Through July 31, 2014 - 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>
2014	\$ 12,400,000	\$ 12,400,000	\$ 7,622,830	61.47%	38.53%

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

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2006	\$ 10,151,202	-0.36%
2007	\$ 10,540,992	3.84%
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%

Submitted by David A. Coffey, Director of Budget and Finance

**2014 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended July 31, 2014**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 935,222	\$ 37,245	4.15%
February	806,227	919,060	992,427	73,367	7.98%
March	860,826	988,906	1,027,737	38,831	3.93%
April	1,239,488	1,330,732	1,393,884	63,152	4.75%
May	972,050	1,021,364	1,029,906	8,542	0.84%
June	915,138	1,059,172	1,170,257	111,085	10.49%
July	961,433	967,424	1,073,397	105,973	10.95%
August	942,880	989,007			
September	980,892	1,205,984			
October	1,076,141	1,038,755			
November	890,325	1,042,418			
December	1,332,645	937,014			
Totals	\$ 12,063,299	\$ 12,397,812	\$ 7,622,830		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 935,222	\$ 37,245	4.15%
February	1,891,480	1,817,036	1,927,649	110,613	6.09%
March	2,752,306	2,805,942	2,955,386	149,444	5.33%
April	3,991,794	4,136,674	4,349,270	212,596	5.14%
May	4,963,844	5,158,038	5,379,176	221,138	4.29%
June	5,878,982	6,217,210	6,549,433	332,223	5.34%
July	6,840,415	7,184,634	7,622,830	438,196	6.10%
August	7,783,295	8,173,641			
September	8,764,187	9,379,625			
October	9,840,328	10,418,380			
November	10,730,653	11,460,798			
December	12,063,299	12,397,812			
Totals	\$ 12,063,299	\$ 12,397,812			

**2014 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended July 31, 2014**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 403,606	\$ 383,688	\$ 397,519	\$ 13,832	3.60%
February	335,895	353,861	361,700	7,839	2.22%
March	360,114	384,674	404,469	19,795	5.15%
April	362,957	396,905	412,661	15,757	3.97%
May	360,026	379,202	396,992	17,790	4.69%
June	362,330	413,558	425,614	12,057	2.92%
July	379,316	359,357	374,686	15,329	4.27%
August	359,550	375,619			
September	328,283	321,941			
October	376,474	392,945			
November	384,179	399,939			
December	423,935	441,408			
Totals	\$ 4,436,666	\$ 4,603,095	\$ 2,773,643		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 403,606	\$ 383,688	\$ 397,519	\$ 13,832	3.60%
February	739,501	737,549	759,219	21,671	2.94%
March	1,099,615	1,122,223	1,163,689	41,466	3.69%
April	1,462,573	1,519,127	1,576,350	57,223	3.77%
May	1,822,598	1,898,329	1,973,342	75,013	3.95%
June	2,184,929	2,311,886	2,398,956	87,070	3.77%
July	2,564,245	2,671,244	2,773,643	102,399	3.83%
August	2,923,795	3,046,863			
September	3,252,078	3,368,804			
October	3,628,552	3,761,748			
November	4,012,731	4,161,688			
December	4,436,666	4,603,095			
Totals	\$ 4,436,666	\$ 4,603,095			

**2014 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 Seven Years**

<b>Year</b>	<b>Total Receipts</b>	<b>Percent Change</b>
2006	\$ 3,542,080	2.59%
2007	\$ 3,707,931	4.68%
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%

**2014 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 July 31, 2014**

**Monthly Receipts**

<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
January	N/A	N/A	\$ 116,890
February	N/A	N/A	124,039
March	N/A	N/A	128,453
April	N/A	N/A	174,216
May	N/A	N/A	128,723
June	N/A	N/A	146,266
July	N/A	N/A	134,159
August			
September			
October			
November			
December			
Totals	\$ -	\$ -	\$ 952,745

**Year-to-Date Receipts**

<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
January	N/A	N/A	\$ 116,890
February	N/A	N/A	240,929
March	N/A	N/A	369,382
April	N/A	N/A	543,598
May	N/A	N/A	672,321
June	N/A	N/A	818,586
July	N/A	N/A	952,745
August			
September			
October			
November			
December			
Totals	\$ -	\$ -	

**2014 CITY OF KENT, OHIO**  
**Comparison of Total Income Tax Receipts - Including Police Facility Receipts**  
**as of Month Ended July 31, 2014**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 1,052,112	\$ 154,135	17.16%
February	806,227	919,060	1,116,466	197,407	21.48%
March	860,826	988,906	1,156,190	167,285	16.92%
April	1,239,488	1,330,732	1,568,100	237,368	17.84%
May	972,050	1,021,364	1,158,629	137,265	13.44%
June	915,138	1,059,172	1,316,523	257,350	24.30%
July	961,433	967,424	1,207,556	240,133	24.82%
August	942,880	989,007			
September	980,892	1,205,984			
October	1,076,141	1,038,755			
November	890,325	1,042,418			
December	1,332,645	937,014			
<b>Totals</b>	<b>\$ 12,063,299</b>	<b>\$ 12,397,812</b>	<b>\$ 8,575,576</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,085,253	\$ 897,977	\$ 1,052,112	\$ 154,135	17.16%
February	1,891,480	1,817,036	2,168,578	351,542	19.35%
March	2,752,306	2,805,942	3,324,768	518,826	18.49%
April	3,991,794	4,136,674	4,892,868	756,194	18.28%
May	4,963,844	5,158,038	6,051,497	893,459	17.32%
June	5,878,982	6,217,210	7,368,020	1,150,810	18.51%
July	6,840,415	7,184,634	8,575,576	1,390,942	19.36%
August	7,783,295	8,173,641			
September	8,764,187	9,379,625			
October	9,840,328	10,418,380			
November	10,730,653	11,460,798			
December	12,063,299	12,397,812			
<b>Totals</b>	<b>\$ 12,063,299</b>	<b>\$ 12,397,812</b>			



## KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT July 2014

### FIRE INCIDENT RESPONSE INFORMATION

#### Summary of Fire Incident Alarms

	CURRENT PERIOD			YEAR TO DATE		
	2014	2013	2012	2014	2013	2012
City of Kent	40	42	52	326	320	377
Kent State University	6	5	12	46	44	116
Franklin Township	8	5	16	56	67	114
Sugar Bush Knolls	0	0	1	12	3	1
Mutual Aid Given	2	6	6	23	36	30
<b>Total Fire Incident Alarms</b>	<b>56</b>	<b>58</b>	<b>87</b>	<b>463</b>	<b>470</b>	<b>638</b>

#### Summary of Mutual Aid Received by Location

City of Kent	1	0	1	4	5	10
Kent State University	0	0	0	0	1	2
Franklin Township	0	2	1	1	3	4
Sugar Bush Knolls	0	0	0	0	0	0
<b>Total Mutual Aid</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>9</b>	<b>16</b>

### EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

#### Summary of Emergency Medical Service Responses

	CURRENT PERIOD			YEAR TO DATE		
	2014	2013	2012	2014	2013	2012
City of Kent	187	221	187	1262	1346	1265
Kent State University	7	11	9	176	160	209
Franklin Township	41	41	37	230	253	262
Sugar Bush Knolls	0	3	0	2	10	7
Mutual Aid Given	2	3	3	22	28	21
<b>Total Emergency Medical Service Responses</b>	<b>237</b>	<b>279</b>	<b>236</b>	<b>1692</b>	<b>1797</b>	<b>1764</b>

#### Summary of Mutual Aid Received by Location

City of Kent	1	0	0	13	17	7
Kent State University	1	0	0	2	0	2
Franklin Township	0	1	3	2	3	7
Sugar Bush Knolls	0	0	0	0	0	0
<b>Total Mutual Aid</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>17</b>	<b>20</b>	<b>16</b>

#### TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

	<b>293</b>	<b>337</b>	<b>323</b>	<b>2155</b>	<b>2267</b>	<b>2402</b>
<b>TOTAL ALL RESPONSES, INCLUDING MUTUAL AID</b>	<b>296</b>	<b>340</b>	<b>328</b>	<b>2177</b>	<b>2296</b>	<b>2434</b>





# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT Building Services Division

To: Dave Ruller  
City Manager

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

Date: August 18, 2014

RE: Monthly Permit and Zoning Complaint Report – July 2014

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

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
Permit Type <b>EXISTING COMM-EXISTING COMMERCIAL</b> Totals						
		14	0	\$1,040.05	\$0.00	\$1,040.05
Permit Type <b>EXISTING RES-EXISTING RESIDENTIAL</b>						
1% BBS - 1% BBS		10	0	6.38	.00	6.38
RES-BUILD ADD 1 - Residential Building Addition- Single Family		5	0	387.40	.00	387.40
RES-BUILD REPAIR - Residential Building Remodel/Repair		5	0	250.00	.00	250.00
Permit Type <b>EXISTING RES-EXISTING RESIDENTIAL</b> Totals						
		20	0	\$643.78	\$0.00	\$643.78
Permit Type <b>HVAC COMM-HVAC COMMERCIAL</b>						
3% BBS - 3% BBS		5	0	8.83	.00	8.83
COM-HVAC REPAIR - Commercial HVAC Repair/Remodel		2	0	144.10	.00	144.10
COM-HVAC REPLACE - Commercial HVAC Replacement		3	0	150.00	.00	150.00
FIRE-REVIEW INSP - FIRE DEPT REVIEW & INSPECTION		1	0	100.00	.00	100.00
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews		1	0	112.50	.00	112.50
Permit Type <b>HVAC COMM-HVAC COMMERCIAL</b> Totals						
		12	0	\$515.43	\$0.00	\$515.43
Permit Type <b>HVAC RES-HVAC RESIDENTIAL</b>						
1% BBS - 1% BBS		10	0	5.45	.00	5.45
1% BBS OVERRIDE - 1% BBS OVERRIDE		1	0	.50	.00	.50
RES-HVAC NEW - Residential HVAC New		1	0	100.00	.00	100.00
RES-HVAC OWN RPL - Residential HVAC Owner Occupied Replacement		7	0	245.00	.00	245.00
RES-HVAC REPAIR - Residential HVAC Repair/Remodel		3	0	250.00	.00	250.00
Permit Type <b>HVAC RES-HVAC RESIDENTIAL</b> Totals						
		22	0	\$600.95	\$0.00	\$600.95
Permit Type <b>PC-PLANNING COMMISSION</b>						
FIRE-REVIEW INSP - FIRE DEPT REVIEW & INSPECTION		2	0	200.00	.00	200.00
PC - PLANNING COMMISSION		4	0	400.00	.00	400.00
Permit Type <b>PC-PLANNING COMMISSION</b> Totals						
		6	0	\$600.00	\$0.00	\$600.00
Permit Type <b>PLUMB COMM-PLUMBING COMMERCIAL</b>						
3% BBS - 3% BBS		2	0	12.58	.00	12.58
COM-PLUMB REPAIR - Commercial Plumbing Repair/Remodel		2	0	419.20	.00	419.20
Permit Type <b>PLUMB COMM-PLUMBING COMMERCIAL</b> Totals						
		4	0	\$431.78	\$0.00	\$431.78
Permit Type <b>PLUMB RES-PLUMBING RESIDENTIAL</b>						
1% BBS - 1% BBS		10	0	4.75	.00	4.75
RES-PLUMB OWN RP - Residential Plumbing Owner Occupied Replacement		5	0	175.00	.00	175.00
RES-PLUMB REPAIR - Residential Plumbing Repair/Remodel		4	0	200.00	.00	200.00
RES-PLUMBING NEW - Residential Plumbing New		1	0	100.00	.00	100.00
Permit Type <b>PLUMB RES-PLUMBING RESIDENTIAL</b> Totals						
		20	0	\$479.75	\$0.00	\$479.75
Permit Type <b>ZONING-ZONING</b>						
COM-ZONING PSIGN - Commercial Zoning Permanent Signs		2	0	100.00	.00	100.00
RES-ZONING - Residential Zoning Fence Pool Etc		9	0	225.00	.00	225.00
RES-ZONING ADD - Residential Zoning Addition		5	0	125.00	.00	125.00

Fee Code	Permit Type	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
<b>ARB-ARCHITECTURAL REVIEW BOARD</b>							
ARB CERT APPROP - ARCHITECTURAL REVIEW CERT OF APPROPRIATENESS			2	0	200.00	.00	200.00
ARB SIGN REVIEW - SIGN REVIEW FOR ARCHITECTURAL REVIEW BOARD			1	0	50.00	.00	50.00
Permit Type <b>ARB-ARCHITECTURAL REVIEW BOARD</b> Totals			3	0	\$250.00	\$0.00	\$250.00
<b>BZA-BOARD OF ZONING APPEALS</b>							
BZA - BOARD OF BUILDING APPEALS			1	0	50.00	.00	50.00
POSTAGE - POSTAGE FEES			1	0	87.21	.00	87.21
Permit Type <b>BZA-BOARD OF ZONING APPEALS</b> Totals			2	0	\$137.21	\$0.00	\$137.21
<b>DEMOLITION-DEMOLITION</b>							
1% BBS - 1% BBS			1	0	.50	.00	.50
RES-DEMO/MOVE - Residential Demolition/Moving			1	0	50.00	.00	50.00
Permit Type <b>DEMOLITION-DEMOLITION</b> Totals			2	0	\$50.50	\$0.00	\$50.50
<b>ELECTRICAL COMM-ELECTRICAL COMMERCIAL</b>							
3% BBS - 3% BBS			2	0	77.10	.00	77.10
COM-ELEC REPAIR - Commercial Electric Repair/Remodel			1	0	2,519.95	.00	2,519.95
COM-ELEC SERVICE - Commercial Electric Service Replacement			1	0	50.00	.00	50.00
Permit Type <b>ELECTRICAL COMM-ELECTRICAL COMMERCIAL</b> Totals			4	0	\$2,647.05	\$0.00	\$2,647.05
<b>ELECTRICAL RES-ELECTRICAL RESIDENTIAL</b>							
1% BBS - 1% BBS			11	0	5.20	.00	5.20
RES-ELEC REPAIR - Residential Electric Repair/Repair			3	0	150.00	.00	150.00
RES-ELEC NEW - Residential Electric New			1	0	100.00	.00	100.00
RES-ELEC OWN SRV - Residential Electric Owner Occupied Service			7	0	245.00	.00	245.00
RES-ELEC TEMP - Residential Electric Temporary Service			1	0	25.00	.00	25.00
Permit Type <b>ELECTRICAL RES-ELECTRICAL RESIDENTIAL</b> Totals			23	0	\$525.20	\$0.00	\$525.20
<b>ENGINEERING COM-ENGINEERING COMMERCIAL</b>							
EXCAVATION - EXCAVATION			2	0	40.00	.00	40.00
Permit Type <b>ENGINEERING COM-ENGINEERING COMMERCIAL</b> Totals			2	0	\$40.00	\$0.00	\$40.00
<b>ENGINEERING RES-ENGINEERING RESIDENTIAL</b>							
EXCAVATION - EXCAVATION			6	0	120.00	.00	120.00
STORM RES PERMIT - STORM SEWER RESIDENTIAL PERMIT			1	0	25.00	.00	25.00
WATER FEE - WATER FEE			1	0	25.00	.00	25.00
Permit Type <b>ENGINEERING RES-ENGINEERING RESIDENTIAL</b> Totals			8	0	\$170.00	\$0.00	\$170.00
<b>EXISTING COMM-EXISTING COMMERCIAL</b>							
3% BBS - 3% BBS			5	0	17.55	.00	17.55
COM-BUILD REPAIR - Commercial Building Repair/Remodel			3	0	485.00	.00	485.00
COM-SIGN/AWN/CAN - Commercial Signs Awnings Canopies			2	0	100.00	.00	100.00
FIRE-REVIEW INSP - FIRE DEPT REVIEW & INSPECTION			1	0	100.00	.00	100.00
PLAN REVIEW <=3 - Plan Review for 3 or Less Reviews			3	0	337.50	.00	337.50

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Summary Listing

Fee Code	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
	Permit Type <b>ZONING-ZONING</b> Totals	16	0	\$450.00	\$0.00	\$450.00
	Grand Totals	158	0	\$8,581.70	\$0.00	\$8,581.70

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	Transaction Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
<b>ARB-ARCHITECTURAL REVIEW BOARD</b>								
ARB CERT APPROP - ARCHITECTURAL REVIEW CERT OF APPROPRIATENESS	Transaction Type	Payment Monies Received	ARB14-006	2	0	200.00	.00	200.00
07/03/2014	Payment Monies Received							
07/21/2014	Payment Monies Received							
<b>ARB SIGN REVIEW - SIGN REVIEW FOR ARCHITECTURAL REV BOARD</b>								
ARB SIGN REVIEW - SIGN REVIEW FOR ARCHITECTURAL REV BOARD	Transaction Type	Payment Monies Received	ARB14-008	1	0	50.00	.00	50.00
07/21/2014	Payment Monies Received							
<b>Permit Type ARB-ARCHITECTURAL REVIEW BOARD Totals</b>								
				3	0	\$250.00	\$0.00	\$250.00
<b>BZA - BOARD OF BUILDING APPEALS</b>								
BZA - BOARD OF BUILDING APPEALS	Transaction Type	Payment Monies Received	bz14-010	1	0	50.00	.00	50.00
07/30/2014	Payment Monies Received							
<b>POSTAGE - POSTAGE FEES</b>								
POSTAGE - POSTAGE FEES	Transaction Type	Payment Monies Received	BZ14-008	1	0	87.21	.00	87.21
07/02/2014	Payment Monies Received							
<b>Permit Type BZA-BOARD OF ZONING APPEALS Totals</b>								
				2	0	\$137.21	\$0.00	\$137.21
<b>DEMOLITION-DEMOLITION</b>								
DEMOLITION-DEMOLITION	Transaction Type	Payment Monies Received	2014-00000401	1	0	.50	.00	.50
1% BBS - 1% BBS	Payment Monies Received							
07/07/2014	Payment Monies Received							
<b>Permit Type BZA-BOARD OF ZONING APPEALS Totals</b>								
				2	0	\$137.21	\$0.00	\$137.21
<b>RES-DEMO/MOVE - Residential Demolition/Moving</b>								
RES-DEMO/MOVE - Residential Demolition/Moving	Transaction Type	Payment Monies Received	2014-00000401	1	0	50.00	.00	50.00
07/07/2014	Payment Monies Received							
<b>Permit Type DEMOLITION-DEMOLITION Totals</b>								
				2	0	\$50.50	\$0.00	\$50.50
<b>ELECTRICAL COMM-ELECTRICAL COMMERCIAL</b>								
ELECTRICAL COMM-ELECTRICAL COMMERCIAL	Transaction Type	Payment Monies Received	2014-00000397	2	0	77.10	.00	77.10
3% BBS - 3% BBS	Payment Monies Received							
07/07/2014	Payment Monies Received							
07/14/2014	Payment Monies Received							
<b>Permit Type DEMOLITION-DEMOLITION Totals</b>								
				2	0	\$77.10	\$0.00	\$77.10

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	Transaction Type	Permit Number	Issued To	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
<b>COM-ELEC COMM-ELECTRICAL COMMERCIAL</b>									
COM-ELEC REPAIR - Commercial Electric Repair/Remodel									
07/07/2014	Payment Monies Received		2014-00000397	BARILLE CONSTRUCTION CO	1	0	2,519.95	.00	2,519.95
								Amount	
								2,519.95	
								\$2,519.95	
<b>COM-ELEC SERVICE - Commercial Electric Service Replacement</b>									
07/14/2014	Payment Monies Received		2014-00000431	HELLER ELECTRIC	1	0	50.00	.00	50.00
								Amount	
								50.00	
								\$50.00	
<b>Permit Type ELECTRICAL COMM-ELECTRICAL COMMERCIAL Totals</b>									
					4	0	\$2,647.05	\$0.00	\$2,647.05
<b>1% BBS - 1% BBS</b>									
<b>ELECTRICAL RES-ELECTRICAL RESIDENTIAL</b>									
06/30/2014	Payment Monies Received		2014-00000385	HAYWOOD ELECTRIC, INC.	11	0	5.20	.00	5.20
07/01/2014	Payment Monies Received		2014-00000391	MUSTAFA SAHINTEPE				Amount	
07/02/2014	Payment Monies Received		2014-00000394	SIEFER ELECTRIC, INC				1.25	
07/02/2014	Payment Monies Received		2014-00000395	OTT ELECTRICAL SERVICES INC.				.50	
07/07/2014	Payment Monies Received		2014-00000399	SPEELMAN ELECTRIC INC.				.35	
07/07/2014	Payment Monies Received		2014-00000400	SIEFER ELECTRIC, INC				.35	
07/11/2014	Payment Monies Received		2014-00000419	SPEELMAN ELECTRIC INC.				.35	
07/12/2014	Payment Monies Received		2014-00000436	D OTTO ELECTRICAL CONTRACTORS				.35	
07/22/2014	Payment Monies Received		2014-00000440	M SEAN MERCER				.35	
07/23/2014	Payment Monies Received		2014-00000453	SCOTCHMAN ELECTRIC, LLC				.50	
07/30/2014	Payment Monies Received		2014-00000468	D OTTO ELECTRICAL CONTRACTORS				.50	
								\$5.20	
<b>RES-ELEC REPAIR - Residential Electric Remodel/Repair</b>									
07/01/2014	Payment Monies Received		2014-00000391	MUSTAFA SAHINTEPE	3	0	150.00	.00	150.00
07/23/2014	Payment Monies Received		2014-00000453	SCOTCHMAN ELECTRIC, LLC				Amount	
07/30/2014	Payment Monies Received		2014-00000468	D OTTO ELECTRICAL CONTRACTORS				50.00	
								50.00	
								50.00	
								\$150.00	
<b>RES-ELEC NEW - Residential Electric New</b>									
06/30/2014	Payment Monies Received		2014-00000385	HAYWOOD ELECTRIC, INC.	1	0	100.00	.00	100.00
								Amount	
								100.00	
								\$100.00	
<b>RES-ELEC OWN SRV - Residential Electric Owner Occupied</b>									
07/02/2014	Payment Monies Received		2014-00000394	SIEFER ELECTRIC, INC	7	0	245.00	.00	245.00
07/02/2014	Payment Monies Received		2014-00000395	OTT ELECTRICAL SERVICES INC.				Amount	
								35.00	
								35.00	

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	Service	Transaction Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
	<b>ELECTRICAL RES-ELECTRICAL RESIDENTIAL</b>								
	RES-ELEC OWN SRV - Residential Electric Owner Occupied								
			<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
			Payment Monies Received	2014-00000399	SPEELMAN ELECTRIC INC.		245.00	35.00	245.00
			Payment Monies Received	2014-00000400	SIEFER ELECTRIC, INC			35.00	
			Payment Monies Received	2014-00000419	SPEELMAN ELECTRIC INC.			35.00	
			Payment Monies Received	2014-00000436	D OTTO ELECTRICAL CONTRACTORS			35.00	
			Payment Monies Received	2014-00000440	M SEAN MERCER			35.00	
								\$245.00	
									245.00
	<b>ELECTRICAL RES-ELECTRICAL RESIDENTIAL</b>								
	RES-ELEC TEMP - Residential Electric Temporary Service								
			<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
			Payment Monies Received	2014-00000385	HAYWOOD ELECTRIC, INC.		25.00	25.00	25.00
								\$25.00	
									25.00
							\$525.20	\$0.00	\$525.20
	<b>ENGINEERING COM-ENGINEERING COMMERCIAL</b>								
	EXCAVATION - EXCAVATION								
			<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
			Payment Monies Received	2014-00000087	TALLMADGE ASPHALT		40.00	40.00	40.00
			Payment Monies Received	2014-00000081	PERRIN ASPHALT & CONCRETE PAVING			20.00	
								20.00	
								\$40.00	
							\$40.00	\$0.00	\$40.00
							120.00	.00	120.00
								20.00	
								20.00	
								20.00	
								20.00	
								20.00	
								20.00	
								\$120.00	
							\$40.00	\$0.00	\$40.00
	<b>ENGINEERING COM-ENGINEERING COMMERCIAL</b>								
	EXCAVATION - EXCAVATION								
			<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
			Payment Monies Received	2014-00000083	BUD'S CONSTRUCTION		25.00	25.00	25.00
			Payment Monies Received	2014-00000084	S K MECHANICAL LLC			25.00	
			Payment Monies Received	2014-00000085	SKIBISKI ASPHALT CO			25.00	
			Payment Monies Received	2014-00000088	HUBER CONCRETE			20.00	
			Payment Monies Received	2014-00000089	GEST CONSTRUCTION COMPANY			20.00	
			Payment Monies Received	2014-00000090	TALLMADGE ASPHALT			20.00	
								\$120.00	
							25.00	.00	25.00
								25.00	
								\$25.00	
								\$25.00	
									25.00
	<b>RESIDENTIAL PERMIT</b>								
	STORM RES PERMIT - STORM SEWER RESIDENTIAL PERMIT								
			<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
			Payment Monies Received	2014-00000084	S K MECHANICAL LLC		25.00	25.00	25.00
								25.00	
								\$25.00	
									25.00
	<b>WATER FEE</b>								
	WATER FEE - WATER FEE								
			<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
			Payment Monies Received	2014-00000089	GEST CONSTRUCTION COMPANY		25.00	25.00	25.00
								25.00	
								\$25.00	
									25.00

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	ENGINEERING RES-ENGINEERING RESIDENTIAL	Fee Type	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
	Permit Type	<b>ENGINEERING RES-ENGINEERING RESIDENTIAL</b>		8	0	\$170.00	\$0.00	\$170.00
	Permit Type	<b>ENGINEERING RES-ENGINEERING RESIDENTIAL</b>	Totals					
3% BBS - 3% BBS				5	0	17.55	.00	17.55
	Date	Transaction Type		Permit Number	Issued To	Amount		
	07/01/2014	Payment Monies Received		2014-00000387	BULLETT CONSTRUCTION & RESTORATION	9.00		
	07/07/2014	Payment Monies Received		2014-00000396	R J BENNETT CONSTRUCTION	1.50		
	07/10/2014	Payment Monies Received		2014-00000358	METIS CONSTRUCTION SERVICES	4.05		
	07/10/2014	Payment Monies Received		2014-00000403	ADAMS ELECTRIC SIGNS	1.50		
	07/28/2014	Payment Monies Received		2014-00000420	AKERS IDENTITY LLC	1.50		
						\$17.55		
	Permit Type	<b>COM-BUILD REPAIR - Commercial Building Repair/Remodel</b>		3	0	485.00	.00	485.00
	Date	Transaction Type		Permit Number	Issued To	Amount		
	07/01/2014	Payment Monies Received		2014-00000387	BULLETT CONSTRUCTION & RESTORATION	300.00		
	07/07/2014	Payment Monies Received		2014-00000396	R J BENNETT CONSTRUCTION	50.00		
	07/10/2014	Payment Monies Received		2014-00000358	METIS CONSTRUCTION SERVICES	135.00		
						\$485.00		
	Permit Type	<b>COM-SIGN/AWN/CAN - Commercial Signs Awnings Canopies</b>		2	0	100.00	.00	100.00
	Date	Transaction Type		Permit Number	Issued To	Amount		
	07/10/2014	Payment Monies Received		2014-00000403	ADAMS ELECTRIC SIGNS	50.00		
	07/28/2014	Payment Monies Received		2014-00000420	AKERS IDENTITY LLC	50.00		
						\$100.00		
	Permit Type	<b>FIRE-REVIEW INSP - FIRE DEPT REVIEW &amp; INSPECTION</b>		1	0	100.00	.00	100.00
	Date	Transaction Type		Permit Number	Issued To	Amount		
	07/10/2014	Payment Monies Received		2014-00000358	METIS CONSTRUCTION SERVICES	100.00		
						\$100.00		
	Permit Type	<b>PLAN REVIEW &lt;=3 - Plan Review for 3 or Less Reviews</b>		3	0	337.50	.00	337.50
	Date	Transaction Type		Permit Number	Issued To	Amount		
	07/10/2014	Payment Monies Received		2014-00000358	METIS CONSTRUCTION SERVICES	112.50		
	07/10/2014	Payment Monies Received		2014-00000403	ADAMS ELECTRIC SIGNS	75.00		
	07/28/2014	Payment Monies Received		2014-00000420	AKERS IDENTITY LLC	150.00		
						\$337.50		
	Permit Type	<b>EXISTING COMM-EXISTING COMMERCIAL</b>	Totals	14	0	\$1,040.05	\$0.00	\$1,040.05
	Permit Type	<b>EXISTING RES-EXISTING RESIDENTIAL</b>		10	0	6.38	.00	6.38
	Date	Transaction Type		Permit Number	Issued To	Amount		
	06/30/2014	Payment Monies Received		2014-00000384	JEFFREY FAUSER	.50		
	07/01/2014	Payment Monies Received		2014-00000360	DAN BOLING CONSTRUCTION LLC	.50		
	07/01/2014	Payment Monies Received		2014-00000361	DAN BOLING CONSTRUCTION LLC	.50		



Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	Transaction Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
1% BBS - 1% BBS	EXISTING RES-EXISTING RESIDENTIAL			10	0	6.38	.00	6.38
		<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
		Payment Monies Received	2014-00000408	BAND OF BROTHERS RESTORATION			.79	
		Payment Monies Received	2014-00000418	PORTAGE PROPERTY MANAGEMENT LLC			.50	
		Payment Monies Received	2014-00000426	NORTHEAST OHIO DECK CO			.57	
		Payment Monies Received	2014-00000432	DECKMASTER			.65	
		Payment Monies Received	2014-00000459	JOHN LaMANCUSA			1.32	
		Payment Monies Received	2014-00000462	ROGER B & MARY A SIDOTTI			.55	
		Payment Monies Received	2014-00000467	J RUSSELL CONSTRUCTION INC			.50	
							\$6.38	
								387.40
	RES-BUILD ADD 1 - Residential Building Addition- Single Family			5	0	387.40	.00	387.40
		<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
		Payment Monies Received	2014-00000408	BAND OF BROTHERS RESTORATION			78.80	
		Payment Monies Received	2014-00000426	NORTHEAST OHIO DECK CO			57.20	
		Payment Monies Received	2014-00000432	DECKMASTER			65.00	
		Payment Monies Received	2014-00000459	JOHN LaMANCUSA			131.60	
		Payment Monies Received	2014-00000462	ROGER B & MARY A SIDOTTI			54.80	
							\$387.40	
								250.00
	RES-BUILD REPAIR - Residential Building Remodel/Repair			5	0	250.00	.00	250.00
		<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
		Payment Monies Received	2014-00000384	JEFFREY FAUSER			50.00	
		Payment Monies Received	2014-00000360	DAN BOLING CONSTRUCTION LLC			50.00	
		Payment Monies Received	2014-00000361	DAN BOLING CONSTRUCTION LLC			50.00	
		Payment Monies Received	2014-00000418	PORTAGE PROPERTY MANAGEMENT LLC			50.00	
		Payment Monies Received	2014-00000467	J RUSSELL CONSTRUCTION INC			50.00	
							\$250.00	
								50.00
								\$643.78
	Permit Type EXISTING RES-EXISTING RESIDENTIAL Totals			20	0	\$643.78	\$0.00	\$643.78
	3% BBS - 3% BBS							8.83
		<i>Transaction Type</i>	<i>Permit Number</i>	<i>Issued To</i>			<i>Amount</i>	
		Payment Monies Received	2014-00000411	GREER HEATING & AIR CONDITIONING			1.50	
		Payment Monies Received	2014-00000435	DEEM, LLC			1.50	
		Payment Monies Received	2014-00000438	DeANGELIS HEATING & AIR CONDITIONING INC			2.78	
		Payment Monies Received	2014-00000445	COMPLETE VENTILATION SOLUTIONS, INC.			1.55	
		Payment Monies Received	2014-00000464	BRAD BONSKY SHEET METAL CO			1.50	
							\$8.83	
								8.83

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	Transaction Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
	<b>HVAC COMM-HVAC COMMERCIAL</b>							
COM-HVAC REPAIR - Commercial HVAC Repair/Remodel	Transaction Type	Payment Monies Received	2014-00000438	2	0	144.10	.00	144.10
07/22/2014				Issued To			Amount	
				DeANGELIS HEATING & AIR CONDITIONING INC			92.50	
07/30/2014		Payment Monies Received	2014-00000445				51.60	
				COMPLETE VENTILATION SOLUTIONS, INC.			\$144.10	
	<b>COM-HVAC REPLACE - Commercial HVAC Replacement</b>							
07/09/2014	Transaction Type	Payment Monies Received	2014-00000411	3	0	150.00	.00	150.00
07/21/2014				Issued To			Amount	
07/30/2014				GREER HEATING & AIR CONDITIONING DEEM, LLC			50.00	
				BRAD BONSKY SHEET METAL CO			50.00	
							\$150.00	
	<b>FIRE-REVIEW INSP - FIRE DEPT REVIEW &amp; INSPECTION</b>							
07/30/2014	Transaction Type	Payment Monies Received	2014-00000445	1	0	100.00	.00	100.00
				Issued To			Amount	
				COMPLETE VENTILATION SOLUTIONS, INC.			100.00	
							\$100.00	
	<b>PLAN REVIEW &lt;=3 - Plan Review for 3 or Less Reviews</b>							
07/30/2014	Transaction Type	Payment Monies Received	2014-00000445	1	0	112.50	.00	112.50
				Issued To			Amount	
				COMPLETE VENTILATION SOLUTIONS, INC.			112.50	
							\$112.50	
	<b>Permit Type HVAC COMM-HVAC COMMERCIAL Totals</b>			12	0	\$515.43	\$0.00	\$515.43
	<b>HVAC RES-HVAC RESIDENTIAL</b>							
07/01/2014	Transaction Type	Payment Monies Received	2014-00000392	10	0	5.45	.00	5.45
07/01/2014				Issued To			Amount	
07/09/2014				APOLLO HEATING & COOLING			.35	
07/10/2014				APOLLO HEATING & COOLING			.35	
07/11/2014				A TO ZOFF CO			.35	
07/11/2014				ECHOLS HEATING & AIR CONDITIONING INC			1.00	
07/11/2014				GREER HEATING & AIR CONDITIONING			1.50	
07/11/2014				GREER HEATING & AIR CONDITIONING			.50	
07/11/2014				GREER HEATING & AIR CONDITIONING			.35	
07/14/2014				JENNINGS HEATING CO INC			.35	
07/23/2014				BLIND & SONS			.35	
07/23/2014				APOLLO HEATING & COOLING			.35	
							\$5.45	
	<b>1% BBS OVERRIDE - 1% BBS OVERRIDE</b>			1	0	.50	.00	.50
07/23/2014	Transaction Type	Payment Monies Received	2014-00000451				Amount	
				Issued To			Amount	
				GREER HEATING & AIR CONDITIONING			.50	
							\$0.50	

Fee Code	Permit Type	Transaction Type	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
	<b>HVAC RES-HVAC RESIDENTIAL</b>							
RES-HVAC NEW - Residential HVAC New		Payment Monies Received	2014-00000414	1	0	100.00	.00	100.00
07/10/2014				Issued To			Amount	
				ECHOLS HEATING & AIR CONDITIONING INC			100.00	
							\$100.00	
RES-HVAC OWN RPL - Residential HVAC Owner Occupied Replacement				7	0	245.00	.00	245.00
07/01/2014		Payment Monies Received	2014-00000392	Issued To			Amount	
07/01/2014		Payment Monies Received	2014-00000393	APOLLO HEATING & COOLING			35.00	
07/09/2014		Payment Monies Received	2014-00000412	A TO ZOFF CO			35.00	
07/11/2014		Payment Monies Received	2014-00000417	GREER HEATING & AIR CONDITIONING			35.00	
07/14/2014		Payment Monies Received	2014-00000428	JENNINGS HEATING CO INC			35.00	
07/23/2014		Payment Monies Received	2014-00000449	BLIND & SONS			35.00	
07/23/2014		Payment Monies Received	2014-00000455	APOLLO HEATING & COOLING			35.00	
							\$245.00	
RES-HVAC REPAIR - Residential HVAC Repair/Remodel				3	0	250.00	.00	250.00
07/11/2014		Payment Monies Received	2014-00000415	Issued To			Amount	
07/11/2014		Payment Monies Received	2014-00000416	GREER HEATING & AIR CONDITIONING			150.00	
07/23/2014		Payment Monies Received	2014-00000451	GREER HEATING & AIR CONDITIONING			50.00	
							50.00	
							\$250.00	
				22	0	\$600.95	\$0.00	\$600.95
				Permit Type				
				<b>HVAC RES-HVAC RESIDENTIAL</b>				
				Totals				
PERMIT TYPE PC-PLANNING COMMISSION								
FIRE-REVIEW INSP - FIRE DEPT REVIEW & INSPECTION				2	0	200.00	.00	200.00
07/03/2014		Payment Monies Received	PC14-009	Issued To			Amount	
07/21/2014		Payment Monies Received	PC14-011	GOLDEN POND LLC			100.00	
				PORTAGE COUNTY PORT AUTHORITY			100.00	
							\$200.00	
PC - PLANNING COMMISSION				4	0	400.00	.00	400.00
07/03/2014		Payment Monies Received	PC14-009	Issued To			Amount	
07/11/2014		Payment Monies Received	pc14-008	GOLDEN POND LLC			100.00	
07/14/2014		Payment Monies Received	pc14-010	THOMAS J BISHOP TOBIN			100.00	
07/21/2014		Payment Monies Received	PC14-011	DeVILLE DEVELOPMENTS LLC			100.00	
				PORTAGE COUNTY PORT AUTHORITY			100.00	
							\$400.00	
				6	0	\$600.00	\$0.00	\$600.00
				Permit Type				
				<b>PC-PLANNING COMMISSION</b>				
				Totals				

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	PLUMB COMM-PLUMBING COMMERCIAL	Transaction Type	Permit Number	Issued To	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed
3% BBS - 3% BBS						2	0	12.58	.00	12.58
	Date	Transaction Type	Permit Number	Issued To					Amount	
	07/08/2014	Payment Monies Received	2014-00000402	KLINE & KAVALI					1.50	
	07/09/2014	Payment Monies Received	2014-00000410	NORTHLAKE PLUMBING LLC					11.08	
									\$12.58	
<b>COM-PLUMB REPAIR - Commercial Plumbing Repair/Remodel</b>										
	Date	Transaction Type	Permit Number	Issued To		2	0	419.20	.00	419.20
	07/08/2014	Payment Monies Received	2014-00000402	KLINE & KAVALI					Amount	
	07/09/2014	Payment Monies Received	2014-00000410	NORTHLAKE PLUMBING LLC					50.00	
									369.20	
									\$419.20	
<b>Permit Type PLUMB COMM-PLUMBING COMMERCIAL Totals</b>										
						4	0	\$431.78	\$0.00	\$431.78
<b>1% BBS - 1% BBS</b>										
	Date	Transaction Type	Permit Number	Issued To		10	0	4.75	.00	4.75
	07/01/2014	Payment Monies Received	2014-00000390	CORRECT PLUMBING & DRAIN INC					Amount	
	07/14/2014	Payment Monies Received	2014-00000429	APPC PLUMBING SERVICES					.50	
	07/14/2014	Payment Monies Received	2014-00000430	COUNTRYSIDE PLUMBING INC					.35	
	07/23/2014	Payment Monies Received	2014-00000446	APPC PLUMBING SERVICES					1.00	
	07/23/2014	Payment Monies Received	2014-00000447	BATH FITTER					.35	
	07/23/2014	Payment Monies Received	2014-00000448	BATH FITTER					.50	
	07/23/2014	Payment Monies Received	2014-00000450	WIESE PLUMBING & HEATING					.35	
	07/23/2014	Payment Monies Received	2014-00000452	DAVID & THERESA M KOTTING					.50	
	07/23/2014	Payment Monies Received	2014-00000454	R & R PLUMBING					.35	
	07/28/2014	Payment Monies Received	2014-00000461	KLINE & KAVALI					.35	
									\$4.75	
<b>Permit Type PLUMB RES-PLUMBING RESIDENTIAL</b>										
	Date	Transaction Type	Permit Number	Issued To		5	0	175.00	.00	175.00
	07/14/2014	Payment Monies Received	2014-00000429	APPC PLUMBING SERVICES					Amount	
	07/23/2014	Payment Monies Received	2014-00000446	APPC PLUMBING SERVICES					35.00	
	07/23/2014	Payment Monies Received	2014-00000450	WIESE PLUMBING & HEATING					35.00	
	07/23/2014	Payment Monies Received	2014-00000454	R & R PLUMBING					35.00	
	07/28/2014	Payment Monies Received	2014-00000461	KLINE & KAVALI					35.00	
									\$175.00	
<b>Permit Type PLUMB OWN RP - Residential Plumbing Owner Occupied Replacement</b>										
	Date	Transaction Type	Permit Number	Issued To		4	0	200.00	.00	200.00
	07/01/2014	Payment Monies Received	2014-00000390	CORRECT PLUMBING & DRAIN INC					Amount	
	07/23/2014	Payment Monies Received	2014-00000447	BATH FITTER					50.00	
	07/23/2014	Payment Monies Received	2014-00000448	BATH FITTER					50.00	

# Permit Revenue Summary Report

Payment Date Range 06/30/14 - 07/30/14

Detail Listing

Fee Code	Permit Type	Transaction Type	Date	Permit Number	Billing Transactions	Adjustment Transactions	Amount Billed	Adjustments	Net Billed	
	RES-PLUMB NEW - Residential Plumbing	RES-PLUMB REPAIR - Residential Plumbing Repair/Remodel								
07/23/2014	Payment Monies Received	Payment Monies Received	07/23/2014	2014-00000452	4	0	200.00	.00	200.00	
					Issued To			Amount		
					DAVID & THERESA M KOTTING			50.00		
								\$200.00		
	RES-PLUMBING NEW - Residential Plumbing	RES-PLUMBING NEW - Residential Plumbing								
07/14/2014	Payment Monies Received	Payment Monies Received	07/14/2014	2014-00000430	1	0	100.00	.00	100.00	
					Issued To			Amount		
					COUNTRYSIDE PLUMBING INC			100.00		
								\$100.00		
					Permit Type	PLUMB RES-PLUMBING RESIDENTIAL	Totals	\$479.75	\$0.00	\$479.75
	Permit Type	ZONING-ZONING								
	COM-ZONING PSIGN - Commercial Zoning	Permanent Signs								
07/10/2014	Payment Monies Received	Payment Monies Received	07/10/2014	2014-00000404	2	0	100.00	.00	100.00	
07/22/2014	Payment Monies Received	Payment Monies Received	07/22/2014	2014-00000421				Amount		
					ADAMS ELECTRIC SIGNS			50.00		
					AKERS IDENTITY LLC			50.00		
								\$100.00		
	RES-ZONING - Residential Zoning	Fence Pool Etc								
06/30/2014	Payment Monies Received	Payment Monies Received	06/30/2014	2014-00000386	9	0	225.00	.00	225.00	
07/10/2014	Payment Monies Received	Payment Monies Received	07/10/2014	2014-00000413				Amount		
07/14/2014	Payment Monies Received	Payment Monies Received	07/14/2014	2014-00000422				25.00		
07/21/2014	Payment Monies Received	Payment Monies Received	07/21/2014	2014-00000434				25.00		
07/22/2014	Payment Monies Received	Payment Monies Received	07/22/2014	2014-00000437				25.00		
07/23/2014	Payment Monies Received	Payment Monies Received	07/23/2014	2014-00000441				25.00		
07/28/2014	Payment Monies Received	Payment Monies Received	07/28/2014	2014-00000460				25.00		
07/29/2014	Payment Monies Received	Payment Monies Received	07/29/2014	2014-00000465				25.00		
07/30/2014	Payment Monies Received	Payment Monies Received	07/30/2014	2014-00000466				25.00		
					Issued To			\$225.00		
					R & T FENCE CO.			25.00		
					EDWARD & MARGARET G STOLISH			25.00		
					R & T FENCE CO.			25.00		
					STEVEN AND ELIZABETH HARE			25.00		
					JAMES E PILTZ			25.00		
					DEAN P & SHIRLEY F AMICK			25.00		
					JOHN LaMANCUSA			25.00		
					R & T FENCE CO.			25.00		
					WENDI KOONTZ			25.00		
	RES-ZONING ADD - Residential Zoning	Addition								
07/08/2014	Payment Monies Received	Payment Monies Received	07/08/2014	2014-00000409	5	0	125.00	.00	125.00	
07/14/2014	Payment Monies Received	Payment Monies Received	07/14/2014	2014-00000427				Amount		
07/22/2014	Payment Monies Received	Payment Monies Received	07/22/2014	2014-00000433				25.00		
07/28/2014	Payment Monies Received	Payment Monies Received	07/28/2014	2014-00000460				25.00		
07/29/2014	Payment Monies Received	Payment Monies Received	07/29/2014	2014-00000463				25.00		
					Issued To			\$125.00		
					BAND OF BROTHERS RESTORATION			25.00		
					NORTHEAST OHIO DECK CO			25.00		
					DECKMASTER			25.00		
					JOHN LaMANCUSA			25.00		
					ROGER B & MARY A SIDOTI			25.00		
					Permit Type	ZONING-ZONING	Totals	\$450.00	\$0.00	\$450.00
					Grand Totals			\$8,581.70	\$0.00	\$8,581.70

# Case by Inspector Report

Date Type: Open Date

From Date: 07/01/2014 - To Date: 07/31/2014

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period in Days	Reported By	Location
Inspector:	Heather Phile							
VEGETATION	2014-00000112	COMPLIED	HIGH GRASS & WEEDS	07/01/2014	07/11/2014	10	NEIGHBOR	219 E OAK ST KENT, OH 44240
VEGETATION	2014-00000113	COMPLIED	HIGH GRASS & WEEDS	07/01/2014	07/11/2014	10	NEIGHBOR	411 BERYL DR KENT, OH 44240
VEGETATION	2014-00000115	COMPLIED	HIGH WEEDS & GRASS	07/08/2014	07/15/2014	7	WAYNE WILSON	303 CHERRY ST KENT, OH 44240
VEGETATION	2014-00000116	COMPLIED	HIGH WEEDS & GRASS	07/08/2014	07/15/2014	7	WAYNE WILSON	402 DODGE ST KENT, OH 44240
VEGETATION	2014-00000117	COMPLIED	HIGH WEEDS & GRASS	07/08/2014	08/18/2014	41	DRIVE BY	1316 S WATER ST KENT, OH 44240
VEGETATION	2014-00000119	COMPLIED	HIGH WEEDS AND GRASS	07/11/2014	07/21/2014	10	DRIVE BY	216 E MAIN ST KENT, OH 44240
VEGETATION	2014-00000120	COMPLIED	HIGH WEEDS & GRASS	07/14/2014	07/21/2014	7	DRIVE BY	227 CRAIN AVE KENT, OH 44240
<b>Heather Phile Totals:</b>								
7 Case(s)								
Inspector:	Paul Bauer							
VEGETATION	2014-00000123	COMPLIED	BRUSH & WEEDS OVER SIDEWALK	07/23/2014	07/25/2014	2	DRIVE BY	527 CARTHAGE AVE KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000124	ENTER IN ERROR	paint bare wood	07/23/2014	07/29/2014	6	drive by	front porch
PROPERTY MAINTENANCE	2014-00000125	NO VIOLATION	paint bare wood	07/23/2014	07/25/2014	2	drive by	1205 S WATER ST KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000126	COMPLIED	old furniture and boxes in drive	07/23/2014	07/23/2014	0	drive by	603 S WATER ST KENT, OH 44240
ZONING	2014-00000129	NO VIOLATION	possible illegal boarding house	07/24/2014	07/24/2014	0	Mark Rhodes	800 S DEPEYSTER ST KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000130	NO VIOLATION	painting, junkers, weeds	07/24/2014	07/24/2014	0	Paul J Bauer	1403 S WATER ST KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000131	NO VIOLATION	report of auto body painting in residential	07/24/2014	07/24/2014	0	Paul J Bauer	1544 OLYMPUS DR KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000132	CONTRACTOR REFERRAL	tall grass	07/17/2014	07/29/2014	12	PB	0 ST RT 43 KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000133	COMPLIED	vegetation blocking sidewalk	07/22/2014	07/29/2014	7	PB	217 N WATER ST KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000134	NO VIOLATION	tall hedges	07/24/2014	07/24/2014	0	anon	206 HIGHLAND AVE KENT, OH 44240

# Case by Inspector Report

Date Type: Open Date

From Date: 07/01/2014 - To Date: 07/31/2014

Case Type	Case Number	Status/Priority	Description	Case Date	Resolution Date	Open Period In Days	Reported By	Location
PROPERTY MAINTENANCE	2014-00000135	COMPLIED	clear trash/store in hard container	07/24/2014	07/25/2014	1	PB	217 CHERRY ST KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000136	COMPLIED	tall grass	07/24/2014	07/25/2014	1	anon	548 HARVEY ST KENT, OH 44240
ZONING	2014-00000137	NO VIOLATION	possible illegal boarding house	07/24/2014	07/24/2014	0	anon	549 S WATER ST KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000139	NO VIOLATION	tall grass	07/24/2014	07/24/2014	0	PB	vacant lot
BUILDING CODE	2014-00000140	NO VIOLATION	out bldg to be razed	07/24/2014	07/24/2014	0	PB	303 CHERRY ST KENT, OH 44240
PROPERTY MAINTENANCE	2014-00000141	COMPLIED	tall grass	07/24/2014	07/29/2014	5	pb	528 SUMMIT ST KENT, OH 44240
VEGETATION	2014-00000143	COMPLIED	tall grass	07/29/2014	07/30/2014	1	pb	250 CHERRY ST KENT, OH 44240
BUILDING CODE	2014-00000144	COMPLIED	no street numbers	07/29/2014	07/30/2014	1	pb	250 CHERRY ST KENT, OH 44240
VEGETATION	2014-00000145	COMPLIED	tall grass	07/31/2014	08/12/2014	12	pb	1088 SILVER MEADOWS BLVD KENT, OH 44240
VEGETATION	2014-00000146	CONTRACTOR REFERRAL	tall grass	07/31/2014	07/31/2014	0	pb	1005 E MAIN ST KENT, OH 44240
<b>Paul Bauer Totals:</b>		20 Case(s)						
<b>Grand Totals</b>		27 Case(s)						

**KENT POLICE DEPARTMENT  
JULY 2014**

	JULY 2013	JULY 2014	TOTAL 2013	TOTAL 2014
CALLS FOR SERVICE	1915	1866	10877	11743
FIRE CALLS	345	296	2295	2180
ARRESTS, TOTAL	196	183	1231	1225
JUVENILE ARRESTS	19	12	71	102
O.V.I. ARRESTS	31	15	128	108
TRAFFIC CITATIONS	288	252	1658	1791
PARKING TICKETS	110	336	2046	2313
ACCIDENT REPORTS	45	45	442	442
Property Damage	17	27	291	255
Injury	10	3	43	52
Private Property	15	6	86	79
Hit-Skip	3	2	22	38
OVI Related	2	5	14	18
Pedestrians	0	1	5	4
Fatals	0	1	0	1
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	0	0	3	1
Robbery	0	0	12	7
Assault Total	16	27	144	185
Serious	3	2	14	26
Simple	13	25	130	160
Burglary	22	9	72	52
Larceny	38	43	294	270
Auto Theft	2	0	11	8
Arson	8	2	4	5
TOTAL	86	81	540	444
 				0
CRIME CLEARANCES				0
Homicide	0	0	0	0
Rape	0	0	1	1
Robbery	0	1	4	7
Assault Total	10	19	115	152
Serious	1	2	9	20
Simple	9	17	106	132
Burglary	1	3	11	12
Larceny	6	3	47	34
Auto Theft	0	1	7	3
Arson	0	1	1	2
TOTAL	17	28	186	174

*Chap. M. J. ...*



**KENT CITY PLANNING COMMISSION  
BUSINESS MEETING  
SEPTEMBER 2, 2014**

**COUNCIL CHAMBERS  
KENT CITY HALL  
325 S. DEPEYSTER STREET  
7:00 P.M.**

**A G E N D A**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. READING OF PREAMBLE**

**IV. ADMINISTRATION OF OATH**

**V. CORRESPONDENCE**

**VI. OLD BUSINESS**

- A. PC14-008 ST. PATRICK'S LOT EXPANSION  
313 N. Depeyster Street  
Conditional Zoning Certificate & Site Plan Review**

**The applicant is requesting a Conditional Zoning Certificate and Site Plan Review and Approval to expand the existing parking lot to add 24 new parking spaces. The property is currently zoned R-3: High Density Residential**

- 1) Public Hearing**
- 2) Planning Commission Discussion/Action**

**VII. NEW BUSINESS**

- A. PC14-010 DeVILLE DEVELOPMENTS, LLC  
1600 S. Water Street  
Comprehensive Sign Plan**

**The applicant is requesting review and approval of the Comprehensive Sign Plan for the Marc's Plaza.**

- 1) Public Comment**
- 2) Planning Commission Discussion/Action**

**B. PC14-011 KSU INSTITUTIONAL ADVANCEMENT BUILDING  
350 S. Lincoln Street  
Conditional Zoning Certificate & Site Plan Review**

**The applicant is requesting a Conditional Zoning Certificate and Site Plan Review & Approval in order to construct a 34,384 sq. ft. building to house the KSU Institutional Advancement division. The property is currently zoned: R-4: Multifamily Residential District and R-C: High Density Multifamily.**

- 1) Public Hearing**
- 2) Planning Commission Discussion/Action**

**VIII. OTHER BUSINESS**

- 1) Continued Discussion - Zoning Code Table**

**IX. ADJOURNMENT**



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

**DATE:** August 22, 2014  
**TO:** Kent City Planning Commission  
**FROM:** Jennifer Barone, PE, Development Engineer  
**RE:** Staff Report for the September 2, 2014 Planning Commission Meeting

The following items appear on the agenda for the September 2, 2014 Planning Commission meeting:

### OLD BUSINESS

*UPDATE: At the August 19, 2014 Planning Commission meeting, this project was tabled to allow additional time for the Commission members to review the plan changes proposed at the meeting. The following is reiterated from the August 19, 2014 meeting with changes noted.*

**CASE NO:** PC14-008 St. Patrick's Lot Expansion

**APPLICANT:** St. Patrick's Roman Catholic Church

**SITE LOCATION:** 313 North Depeyster Street

**STATUS OF APPLICANT:** Thomas J. Tobin, Bishop of the Youngstown Catholic Dioceses is the owner.

**REQUESTED ACTION:** Conditional Zoning Certificate and Site Plan Review and Approval for a parking lot expansion.

**ZONING:** R-3: High Density Residential

**TRAFFIC:** The parcel is accessed from North Depeyster Street and Highland Avenue.

SURROUNDING LAND USES:

The property is surrounded by commercial on the north and south sides, residential on the east side and St. Patrick's School on the south side.

APPLICABLE CODE SECTIONS:

Chapters 1107, 1113, 1133, 1168 and 1171 of the Kent Codified Ordinances (KCO).

ANALYSIS:

*PROJECT DESCRIPTION:*

The applicant is requesting to expand the existing parking lot to add 32 24 new parking spaces. A house was demolished on Highland Avenue, which is adjacent to the east of the existing parking lot allowing space for this expansion.

Churches are a conditionally permitted use in the R-3 zoning district subject to KCO 1171.01(1), (3), (7), (11), (14) and (17) listed below.

- (1) All structures and activity areas shall be located at least 100 feet from all property lines.
- (3) All points of vehicular entrance or exit shall be located no closer than 200 feet from the intersection of two major thoroughfares, or no closer than 100 feet from the intersection of a major thoroughfare and a local or collector thoroughfare
- (7) Such developments shall be located on a major thoroughfares or at intersection of major and/or collector thoroughfares.
- (11) Such uses shall be properly landscaped to be harmonious with surrounding residential uses.
- (14) Such structures should be located adjacent to parks and other nonresidential uses such as schools and shopping facilities where use could be made of joint parking facilities.
- (17) All permitted installations shall be maintained in a neat orderly condition so as to prevent injury to any single property, any individual, or to community in general: a bond may be required to insure that this provision will be met.

*TRAFFIC/PARKING:*

The ingress and egress to the parking will remain unchanged. Currently there is a one way entrance and one way exit onto North Depeyster Street and a two way drive on Highland Avenue. Aisles widths and parking spaces meet the requirements of KCO 1167.09(c) except for the proposed northern most aisle. The proposed curb will need to be adjusted to allow adequate backing room. This will result in a need for a variance from the Board of Zoning Appeals (BZA) to allow parking in the side yard.

*UTILITIES:*

N/A

**STORMWATER:**

Stormwater runoff from the proposed new pavement area will be captured in a small detention basin to the east of the parking lot. The detention basin will discharge to the storm sewer on North Depeyster Street.

**SIGNAGE:**

No new signs are proposed.

**LIGHTING/LANDSCAPING/DUMPSTER:**

No additional parking lot lighting is depicted on the proposed plans.

The proposed landscape must meet the requirements of KCO 1168. The site has a number of existing trees that are adequate to meet the requirements. The code requires 4 trees. The code also requires a hedge or fence. KCO 1168.11 allows the Planning Commission flexibility in the landscaping. Staff suggests requiring shrubs or a fence adjacent to the residential property to the north.

**ARCHITECTURAL ADVISORY BOARD:**

The project does not require review by the Architectural Review Board.

**VARIANCES:**

Variances from the Board of Zoning Appeals (BZA) are needed to allow parking in the front yard along Highland Avenue and the northern side yard as mentioned above.

**RECOMMENDATION:**

Planning Commission may approve, approve with conditions, or disapprove the application. Should Planning Commission wish to approve this project, the following language may be used:

I move that in Case PC14-008, the Planning Commission approve the Commission approve the request for a Conditional Zoning Certificate and Site Plan to construct a parking lot expansion at 313 North Depeyster Street subject to the following conditions:

1. Compliance with KCO 1168 by adding hedges or a fence along the adjacent residential property to the north.
2. Obtain variances from the Board of Zoning Appeals (BZA) to allow parking in the front and side yard.
3. Technical plan review.

**List of Enclosures for This Project:**

1. Site plans received June 19, 2014 August 22, 2014
2. Aerial Topo
3. Zoning Map
4. Photographs

## **NEW BUSINESS**

<u>CASE NO:</u>	<b>PC14-010 Marc's Plaza</b>
<u>APPLICANT:</u>	DeVille Developments LLC
<u>SITE LOCATION:</u>	1600 South Water Street
<u>STATUS OF APPLICANT:</u>	DeVille Developments LLC is the owner.
<u>REQUESTED ACTION:</u>	Comprehensive sign package Review and Approval for Marc's Plaza.
<u>ZONING:</u>	C: Commercial District
<u>TRAFFIC:</u>	The parcel is accessed from South Water Street and Currie Hall Parkway.
<u>SURROUNDING LAND USES:</u>	The property is surrounded by commercial on the north, east and south sides and residential on the west side.
<u>APPLICABLE CODE SECTIONS:</u>	Chapters 1113 and 1165 of the Kent Codified Ordinances (KCO).

### ANALYSIS:

#### *PROJECT DESCRIPTION:*

The owner of the plaza at 1600 South Water Street, DeVille Developments LLC, is remodeling a portion of the plaza to house a Marc's retail store. Marc's will be the anchor store with two existing tenants (Famous Hair and Fancy Nails) and a few vacant store fronts The applicant is requesting approval of a comprehensive sign package since the number and size of the signs exceed that allowed by the zoning code. The signage propose is as follows:

- Refacing of the existing pylon sign along South Water Street
- A pole sign on the southwestern portion of the property for viewing on SR 261
- Refacing of the existing directional signs along South Water Street
- Tenant storefront signs

The comprehensive sign plan purpose and standards are listed below.

Purpose - A Comprehensive Sign Plan is intended to integrate the design of the signs proposed for a development project with the design of the structures, into a unified architectural statement. A Comprehensive Sign Plan provides a means for defining common sign regulations for multi-tenant projects, to encourage maximum incentive and latitude in the design and display of multiple signs and to achieve, not circumvent, the intent of this Chapter.

Standards - A Comprehensive Sign Plan shall comply with the following standards:

- (1) The Planning Commission may allow signage which otherwise exceeds the number, type, size and placement as otherwise permitted in this Chapter when it determines that such additional signage is warranted due to the size, nature, number of tenants or other features of the site as they may exist.
- (2) The signs shall enhance the overall development, be in harmony with, and relate visually to other signs included in the comprehensive sign plan, to the structures and/or developments they identify, and to surrounding development;
- (3) The Plan shall accommodate future revisions that may be required because of changes in use or tenants; and
- (4) That the Plan is consistent with the Design Guidelines that may be applicable to a designated area as may be identified in Chapter 1121 of the Kent City Zoning Code. In areas of the City not governed by the Design Guidelines identified in Chapter 1121, the Plan, to the degree feasible, shall comply with the recommended Sign Design Guidelines set forth in Appendix B of the Zoning Code.

***ARCHITECTURAL REVIEW BOARD:***

Architectural Review Board reviewed the proposal at the August 19, 2014 meeting and recommended approval of the sign package conditioned upon the removal the pole sign facing SR 261.

***VARIANCES:***

Should the Planning Commission approve the comprehensive sign plan, variances from the Board of Zoning Appeals would not be required.

**RECOMMENDATION:**

Staff is recommending approval with the conditions listed below.

The Planning Commission may approve, approve with conditions, or disapprove the application. Should Planning Commission wish to approve this project, the following language may be used:

I move that in Case PC14-010 Planning Commission approve the Comprehensive Sign Plan for the Marc's Plaza located at 1600 South Water Street subject to the following conditions:

1. Eliminate the pole sign on the southwestern part of the property to be viewed from SR 261 per the recommendation from the Architecture Review Board.
2. Obtain a zoning permit within two years of Planning Commission approval.
3. Obtain a sign permit and submit the performance guarantee prior to installation of the signs.

**List of Enclosures for this Project:**

1. Plans received July 15, 2014.
2. Aerial Topo and Zoning Map.

**CASE NO:** **PC14-011 KSU Institutional Advancement Building**

**APPLICANT:** GMS Development, LLC

**SITE LOCATION:** 350 South Lincoln Street

**STATUS OF APPLICANT:** The Portage County Port Authority is the owner working in conjunction with GMS Development, LLC as the developer.

**REQUESTED ACTION:** Conditional Zoning Certificate and Site Plan Review & Approval to construct a building serving Kent State University (KSU).

**ZONING:** R-4: Multifamily Residential District and R-C: High Density Multifamily –Commercial District

**TRAFFIC:** The parcel is accessed from South Lincoln Street and South Willow Street.

**SURROUNDING LAND USES:** The property is surrounded by KSU on the east and south and by residential on the west and north.

**APPLICABLE CODE SECTIONS:** Chapters 1107, 1113, 1135, 1137 and 1171 of the Kent Codified Ordinances.

**ANALYSIS:**

***PROJECT DESCRIPTION:***

GMS Development, LLC is presenting a plan for a 34,384 SF building to house the KSU Institutional Advancement division, the KSU Foundation and the KSU Alumni Office. KSU will be leasing the facility from the Portage County Port Authority.

Since the project owner is the Portage County Port Authority and the building is not being used for classrooms, staff has determined this to be a quasi-public use, which is a conditional use in the R-4 and C-R zoning district with the following conditions:

- (9) Such uses shall not require the uneconomical extensions utility of services at the expense of the community.
- (11) Such uses shall be properly landscaped to be harmonious with the surrounding residential uses.
- (17) All permitted installations shall be maintained in a neat orderly condition so as to prevent injury to any single property, any individual, or to the community in general; a bond may be required to insure that this provision will be met.



- (36) All activities, programs and other events shall be adequately and properly supervised so as to prevent any hazard and to assure against any disturbance or nuisance to surrounding properties, residents or to the community in general.
- (37) The proposed project shall conform to all requirements and/or conditions as the Planning Commission may deem necessary to meet the following criteria:
  - (a) Vehicular approaches to the property shall be so designed as not to create an interference with traffic on surrounding streets or roads.
  - (b) Maximum possible privacy for each apartment shall be provided through good design and the use of proper building materials and landscaping. Visual privacy shall be provided through structural screening and landscaping treatment. Auditory privacy should be provided through sound-proofing.
  - (c) The architectural design of apartment buildings shall be developed with consideration given to the relationship of adjacent development in terms of building height, mass, texture, line and pattern and character.
  - (d) Building location and placement shall be developed with consideration given to minimizing removal of trees and change of topography.
  - (e) Television antenna shall be centralized.
  - (f) On-Site circulation shall be designed to make possible adequate fire and police protection.
  - (g) In large parking areas, visual relief shall be provided through the use of tree planted and landscaped dividers, islands and walkways. No parking or service areas shall be permitted between any street and the main building.
  - (h) Paved off-street parking and service areas shall be required; parking spaces shall contain at least 200 square feet and shall be provided at the rate of two spaces per dwelling unit in each apartment building; all parking and service areas shall be paved with concrete, asphalt or equivalent and shall be located no closer than twenty feet from any residential structure. Paved vehicular access drives of at least ten feet in width shall be required for parking areas of ten vehicles or less capacity, and two-way drives of twenty feet paving width minimum shall be required for parking areas of eleven or more vehicle capacity.
  - (i) The property must be served by centralized sewer and water facilities approved by the City Board of Health and operated and maintained according to the inspection and rules of the City Board of Health and all other applicable regulations.

As you may be aware, improvements are planned for East Summit Street from approximately South Willow Street to Loop Road and includes a portion of South Lincoln Street. This project will have to coordinate closely with the Summit St. project. You will note that both the existing and proposed curb lines are shown.

***TRAFFIC/PARKING:***

Ingress and egress is from South Lincoln Street and South Willow Street. There are 120 parking spaces proposed. The required number of parking spaces is 185. A variance from Board of Zoning Appeals (BZA) was granted on August 18, 2014 for a reduced number of spaces. This building is part of the KSU campus which has a multitude of additional parking lots. A traffic study was done of this area. In order to avoid major modifications to traffic patterns, the parking in this area needs to be limited. This traffic study does need to be updated to include these parking spaces to verify no additional traffic improvements are needed. Staff suggests a condition be placed on approval.

The parking area falls within the required 35' minimum front yard setback on South Willow Street and on East Summit Street. A variance from BZA was granted on August 18, 2014 for a lesser setback.

Bicycle rack are provided that meet the code requirements of 1167.06. Four (4) bicycles must be accommodated with racks. Three (3) multiple bike capacity racks are shown on the plans.

***UTILITIES:***

There are City utilities available. A sanitary sewer study was performed assuming this block would be developed as a 400 bed student housing facility. The proposed use will not produce the flow that a residential use would. The results of the study concluded that there may be some issues in the Franklin/E. Summit St. area. Staff is investigating the problems in this area but does not believe construction of this project will exacerbate the problem.

***STORMWATER:***

A bioretention area is being proposed to handle the site stormwater runoff. The roof area will be captured in a cistern for irrigation use.

***SIGNAGE:***

There are seven (7) signs proposed. KCO 1165 Signage limits the signs to two (2) with a total area of 50 square foot maximum. Variances from the BZA were granted on August 18, 2014 for seven (7) signs and the excess in size.

***LIGHTING/LANDSCAPING/DUMPSTER:***

The lighting provided includes parking lot fixtures, low lighting in the plaza area, lit bollards and uplighting on the canopies.

Landscaping consists of trees, shrubs, perennials and low mow grasses. The proposed landscape meets the requirements in Kent Codified Ordinance 1168.

An enclosed dumpster will be provided.

***ARCHITECTURAL REVIEW BOARD:***

The project was presented at the August 19, 2014 Architectural Review Board meeting. The Board approved the proposed plan contingent upon consideration of access

through the terraced areas in the parking lot. The Board desired to see a path or steps in the parking lot islands so that pedestrians did not have to cut through the vegetation or walk all the way around the end of the island.

**VARIANCES:**

The Board of Zoning Appeals (BZA) granted the following variances on August 18, 2014.

1. A 27.5-foot variance from the 35-foot minimum front setback to allow a parking area to be 7.5 feet from the front property line along South Willow Street (Section 1167.11(a)),
2. A 9-foot variance from the 35-foot minimum front setback to allow a parking area to be 26 feet from the front property line along Summit Street (Section 1167.11(a)),
3. A variance from the minimum number of parking spaces to allow 120 total spaces, where 185 spaces are required (Section 1167.05),
4. A variance to allow 7 total signs, where 2 signs are permitted (Section 1165.05(a)(2)(a)), and
5. A 321.4 square foot variance from the 50 square foot maximum area permitted to allow 371.4 square feet of total signage (Section 1165.05(a)(2)(C)).

**RECOMMENDATION:**

Staff is recommending approval with the conditions listed below.

The Planning Commission may approve, approve with conditions, or disapprove the application. Should Planning Commission wish to make a motion for this project the following language may be used:

I move that in Case PC14-011, the Planning Commission approve the Conditional Zoning Certificate and Site Plan to construct the KSU Institutional Advancement Building at 350 South Lincoln Street subject to the following conditions.

1. Technical plan review.
2. Revising the traffic study to include the 120 parking spaces at this location.
3. Light from parking lot lights may not spill over the property line.

**List of Enclosures for this Project:**

1. Applicant Cover Letter dated July 16, 2014.
2. Plans and supplemental materials received July 17, 2014.
3. Aerial Topo and Zoning Map.
4. Photographs.

**OTHER BUSINESS**

1. Zoning Code Table continued - Continue the review of the zoning use chart.

cc: Bridget Susel, Community Development Director  
Jim Bowling, City Engineer  
Eric Fink, Assistant Law Director  
Heather Phile, Development Planner  
Applicants  
PC Case File