



CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: March 25, 2010

To: David Ruller, City Manager

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

Subject: Clean Ohio Fund Grant Request

Gary and I have been working with Jim Smith of the Brownfield Restoration Group to explore funding for assessment of the Ametek Industrial site. Our involvement with the ODOD and the Clean Ohio Fund will assist one of our major employers in assessing the status of their site and facilities and insure the property will remain a vibrant and productive piece of Kent's commercial real estate.

Application for use of the Clean Ohio Fund must come from a municipality or other public entity. The current request for funding from the program would be for a complete Phase II Environmental Analysis to be done at the site. Our efforts will help secure funding from the Clean Ohio Fund that will pay for 100% of the environmental work and also fund remediation, if any is required, upon completion of the Phase II.

For your review, we have attached the proposed ordinance. We have incurred a small, budgeted professional fee of \$2,500. However, there will be no additional costs to the City of Kent for the remainder of the Phase II. We respectfully request Council time to discuss the efforts and pass the required ordinance.

ORDINANCE NO. 2010- _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO FILE AN APPLICATION TO THE STATE OF OHIO, TO PARTICIPATE IN THE CLEAN OHIO ASSISTANCE FUND, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for the purpose of addressing local needs; and

WHEREAS, the City of Kent desires to participate in the Program to receive financial assistance for the project known as Ametek Industrial Products under the Clean Ohio Assistance Fund; and

WHEREAS, the City of Kent has the authority to apply for financial assistance and to administer the amounts received from the State of Ohio, Department of Development, Clean Ohio Assistance Fund; and

WHEREAS, the City Manager of the City of Kent or his designee must direct and authorize the Economic Development Director to act in connection with the application and to provide such additional information as may be required;

NOW, THEREFORE, BE IT RESOLVED 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 Council does hereby authorize the City Manager, or his designee, to apply for a grant from the Clean Ohio Assistance Fund through the Ohio Department of Development as an official representative of the City of Kent, Ohio to make application to participate in the State of Ohio, Department of Development Clean Ohio Assistance Fund Program and provide all information and documentation required in said application for this program.

SECTION 2. That the Kent City Council hereby approves filing an application for financial assistance under the Clean Ohio Assistance Fund.

SECTION 3. That the City of Kent hereby understands and agrees that participation in the Program will require compliance with program guidelines and assurances.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. That this Ordinance 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 Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: _____
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2010-_____ was duly enacted on this _____ day of _____, 2010 by the Council of the City of Kent, Ohio.

Clerk of Council

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

March 30, 2010

To: Dave Ruller, City Manager
Bill Lillich, Safety Director, Acting City Manager

From: Gene Roberts, Service Director



RE: Dominick's Bar, 147 Franklin Avenue

Nancy Mandalari, Bruno Mandalari and Dominick Mandalari, owners of Mandalari's Lounge, Inc., DBA Dominick's Bar located at 147 Franklin Avenue, Kent, Ohio have requested a License to Occupy the Public Right-of-way for the purpose of building facade remodeling. Their work will encroach not more than five inches and is represented on the attached draft License Agreement Exhibit "B".

The proposed work has been reviewed and no issues have been discovered that would cause a concern to the Service Department. As such the Service Department recommends consideration of Kent City Council for the approval of this request to occupy the public right-of-way.

Cc: James Bowling, P.E., City Engineer
Gary Locke, Community Development Director
file

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Mr. Dominick Mandalari (dba Dominick's), hereinafter called the "Licensee."

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

Exhibit "A" – Site Plans showing area being leased.
Exhibit "B" – Drawing of Proposed Work

The parties hereto covenant and agree as follows:

1. NATURE OF INTEREST:

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

2. USE:

2.1 The Property shall be used for the purpose of: no greater than a five inch encroachment total into the public right-of-way for the building facade and for no other purpose.

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

3. TERM:

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on _____, 2010, and ending on _____, 2011 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 1.

4. NECESSARY LICENSES AND PERMITS:

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

All correspondence to the City shall be addressed:
Service Director
City of Kent
930 Overholt Road
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

_____ Mr. Dominick Mandalari _____
_____ (dba Dominick's) _____
_____ 147 Franklin Avenue _____
_____ Kent, Ohio 44240 _____

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

5. **STORAGE AND VENDING:**

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

6. **TAXES:**

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

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

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

8. **CITY USE OF PROPERTY:**

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

9. **MAINTENANCE OF PROPERTY:**

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

10. **MAINTENANCE OF IMPROVEMENTS:**

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

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

11. **HOLD HARMLESS:**

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

12. **INSURANCE:**

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

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of,

or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

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

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

13. **MODIFICATION:**

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

14. **REVOCAION AND TERMINATION:**

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

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

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

15. RELOCATION:

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

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

LICENSEE(S):

Signature

Signature

Mailing Address

Telephone

Date

CITY OF KENT, OHIO

Director of Public Service

Date

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

EXHIBIT "A"

Site Plans showing area being leased.

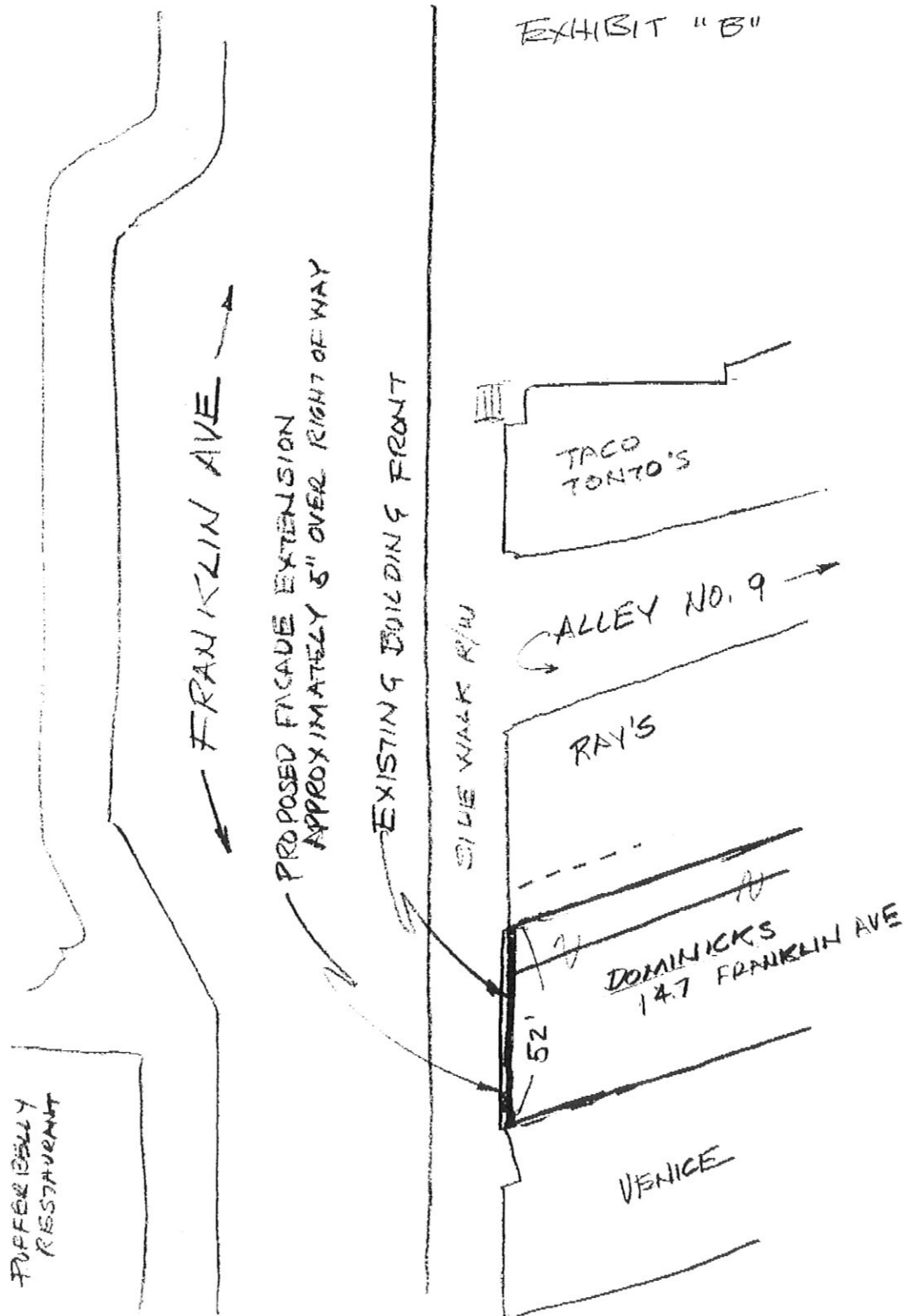
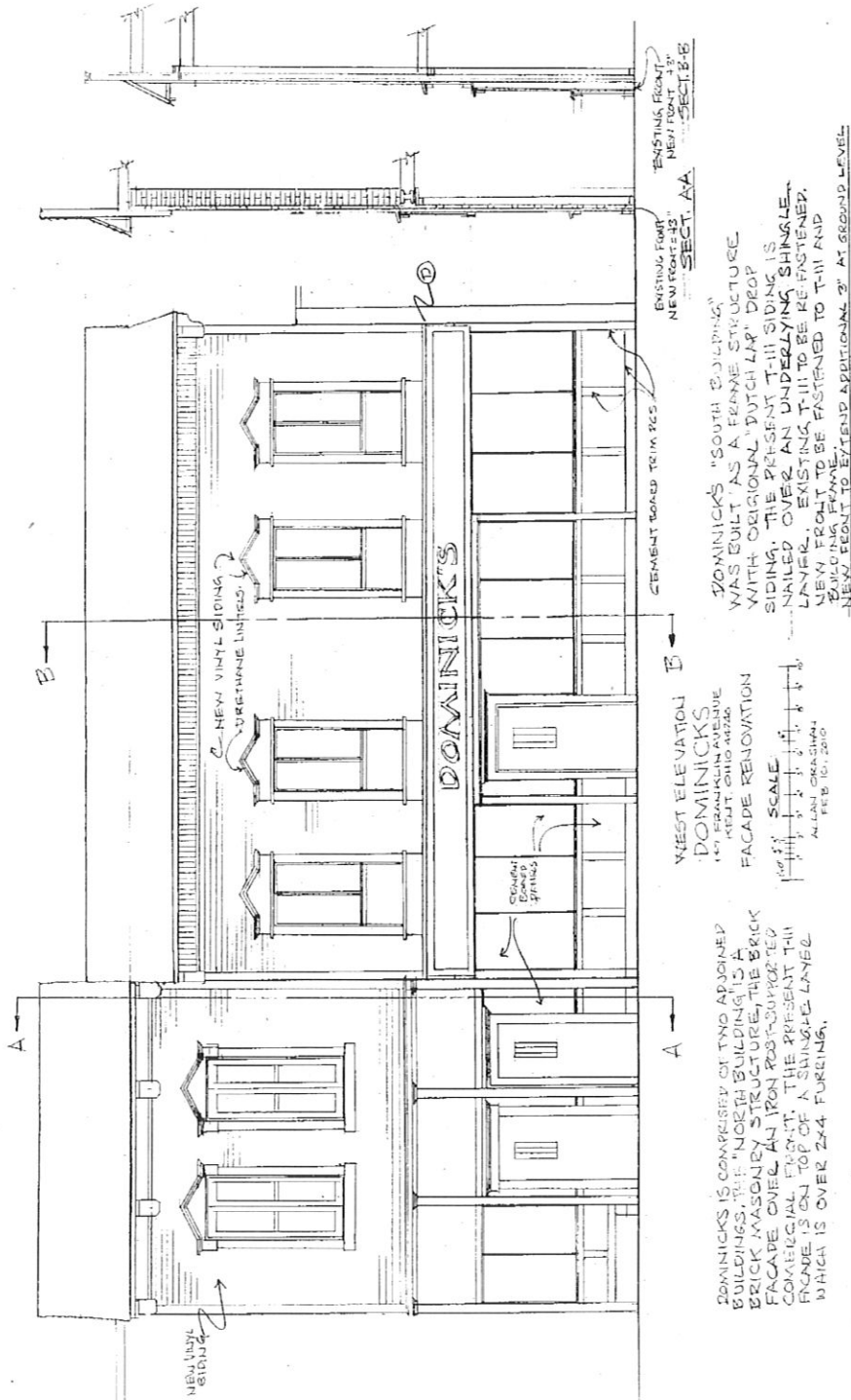


EXHIBIT "B"

Drawing of Proposed Work



**City of Kent
Income Tax Division**

February 28, 2010

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

Monthly Receipts

Total receipts for the month of February, 2010	\$785,233
Total receipts for the month of February, 2009	\$1,083,705
Total receipts for the month of February, 2008	\$782,239

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

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through February 28, 2010	\$1,737,529	
Total receipts January 1 through February 28, 2009	\$1,815,673	17.32%
Total receipts January 1 through February 28, 2008	\$1,794,700	16.75%

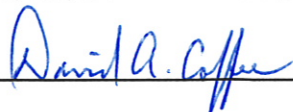
Year-to-date Receipts Through February 28, 2010 - Budget vs. Actual

<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>
2010	\$ 10,500,000	\$ 10,500,000	\$ 1,737,529	16.55%	83.45%

Comparisons of Total Annual Receipts for Previous Five Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2005	\$ 10,188,261	6.33%
2006	\$ 10,151,202	-0.36%
2007	\$ 10,540,992	3.84%
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%

Submitted by



Director of Budget and Finance

2010 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
for Month Ended February 28, 2010

Monthly Receipts				Comparisons	
Month	2008	2009	2010	Amount	Percent Change
January	\$ 1,012,461	\$ 731,968	\$ 952,296	\$ 220,328	30.10%
February	782,239	1,083,705	785,233	(298,472)	-27.54%
March	852,617	845,720			
April	1,207,724	993,055			
May	749,292	988,003			
June	848,840	867,634			
July	921,824	824,083			
August	757,111	858,853			
September	827,748	729,239			
October	960,601	886,840			
November	887,150	820,876			
December	905,196	852,239			
Totals	\$ 10,712,803	\$ 10,482,215	\$ 1,737,529		

Year-to-Date Receipts				Comparisons	
Month	2008	2009	2010	Amount	Percent Change
January	\$ 1,012,461	\$ 731,968	\$ 952,296	\$ 220,328	30.10%
February	1,794,700	1,815,673	1,737,529	(78,144)	-4.30%
March	2,647,317	2,661,393			
April	3,855,041	3,654,448			
May	4,604,333	4,642,451			
June	5,453,173	5,510,085			
July	6,374,997	6,334,168			
August	7,132,108	7,193,021			
September	7,959,856	7,922,260			
October	8,920,457	8,809,100			
November	9,807,607	9,629,976			
December	10,712,803	10,482,215			
Totals	\$ 10,712,803	\$ 10,482,215			

2010 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
for Month Ended February 28, 2010

Monthly Receipts				Comparisons	
Month	2008	2009	2010	Amount	Percent Change
January	\$ 328,155	\$ 344,562	\$ 422,779	\$ 78,217	22.70%
February	304,739	346,921	328,502	(18,419)	-5.31%
March	359,268	344,275			
April	324,465	346,865			
May	321,356	340,901			
June	321,029	335,596			
July	304,548	320,155			
August	320,946	366,601			
September	306,590	287,150			
October	341,832	348,108			
November	342,612	353,917			
December	343,999	355,737			
Totals	\$ 3,919,539	\$ 4,090,788	\$ 751,281		

Year-to-Date Receipts				Comparisons	
Month	2008	2009	2010	Amount	Percent Change
January	\$ 328,155	\$ 344,562	\$ 422,779	\$ 78,217	22.70%
February	632,894	691,483	751,281	59,798	8.65%
March	992,162	1,035,758			
April	1,316,627	1,382,623			
May	1,637,983	1,723,524			
June	1,959,012	2,059,120			
July	2,263,560	2,379,275			
August	2,584,506	2,745,876			
September	2,891,096	3,033,026			
October	3,232,928	3,381,134			
November	3,575,540	3,735,051			
December	3,919,539	4,090,788			
Totals	\$ 3,919,539	\$ 4,090,788			

2010 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
for Month Ended February 28, 2010

Comparisons of Total Annual Receipts for Previous Five Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change</u>
2005	\$ 3,452,767	2.42%
2006	\$ 3,542,080	2.59%
2007	\$ 3,707,931	4.68%
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%



KENT FIRE DEPARTMENT JANUARY 2010 MONTHLY INCIDENT REPORT

	CURRENT PERIOD			YEAR TO DATE		
	2010	2009	2008	2010	2009	2008
FIRE RESPONSE INFORMATION						
Summary of Fire Incident Alarms						
City Of Kent	43	45	60	43	45	60
Kent State University	9	15	18	9	15	18
Franklin Township	14	12	13	14	12	13
Sugar Bush Knolls	0	0	0	0	0	0
RESPONSES	66	72	91	66	72	91
Mutual Aid Received by Location						
City Of Kent	0	0	3	0	0	0
Kent State University	0	0	0	0	0	0
Franklin Township	0	0	0	0	0	0
Sugar Bush Knolls	0	0	0	0	0	0
TOTAL	0	0	3	0	0	3
Mutual Aid Given	3	1	3	3	1	3
TOTAL FIRE INCIDENTS	69	73	94	69	73	94
EMERGENCY MEDICAL RESPONSE INFORMATION						
Summary of Medical Responses						
City Of Kent	201	209	188	201	209	188
Franklin Township	26	32	31	26	32	31
Kent State University	24	22	28	24	22	28
Sugar Bush Knolls	4	0	0	4	0	0
Mutual Aid Given	1	1	5	1	1	5
TOTAL MEDICAL INCIDENTS	256	264	252	256	264	252
Mutual Aid Received by Location						
City Of Kent	1	3	3	1	3	3
Franklin Township	0	1	0	0	1	0
Kent State University	0	0	1	0	0	1
Sugar Bush Knolls	0	0	0	0	0	0
TOTAL	1	4	4	1	4	4
Total Fire and Emergency Medical Incidents	325	337	346	325	337	346