



DEPARTMENT OF PUBLIC HEALTH

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August 26, 2013

Kent City Council
325 S. Depeyster Street
Kent, Ohio 44240

Dear Kent City Council:

Beginning in January of this year the City of Kent Health Department has been working with the owners, landlords, and agents of individual and multi-unit housing complexes within the City of Kent in revising the Environmental Health and Housing Maintenance Code (Housing Code). The intent of the revisions is to provide a safer environment for the students and residents of Kent to live. The Health Department was very strategic in their approach to ensure that all voices were heard throughout the revision process, especially from the owners and landlords as they will be directly affected by any changes to the code.

The majority of our current Housing Code is still from 1979. The Housing Code is long overdue for revisions regarding environmental health and safety issues. We have identified multiple deficiencies in our current Housing Code including:

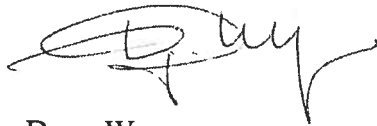
1. Outdated safety standards/requirements:
 - Smoke Alarms
 - Fire Extinguishers
 - Carbon Monoxide Alarms
 - Means of Egress
 - Electric Requirements
 - Handrails
 - Fire Safety
 - Pest Control
2. Trash violations:
 - Properties with consistent solid waste violations
3. Lack of penalties for non-compliance:
 - Renewing of their annual license
 - No Corrective actions to violations
 - Operating a multiple use structure without a license
4. Imbalanced fee structure:
 - Fees do not accurately reflect the department's costs
 - No fee increase since 2005
 - Fees based on occupancy levels

The proposed revisions allow the Housing Code to become more consistent with the most up-to-date safety standards outlined in the International Building Code, Ohio Building Code, and Ohio Fire Code. Also, the city-wide trash problem will be reduced after implementing the increased standards for properties that are consistently non-compliant with current solid waste ordinances.

Housing license fees also have not increased since 2005. The new fee structure provides for a more accurate representation of actual department costs to operate the program. This is a vital step in developing program sustainability as the fees will cover the cost of the program therefore creating no additional burden on the General Fund.

In closing, the health department and board of health worked extremely hard with owners and landlords on the revisions to the Housing Code. Gathering the additional input from the landlords allowed us to reach a consensus and finalize our proposed revisions. The revisions were made after reviewing the International Building Code, Ohio Building Code, Ohio Fire Code, and multiple city ordinances throughout the country. Additionally, consultation was made with the local landlords, Kent Fire Department, Kent Building Department, Kent Law Department, and Community Development. We believe that the proper steps have been taken over the past eight months to allow the minor revisions to take effect on January 1, 2014. The Kent Board of Health has been involved in the entire process and is in full support of the revisions being proposed by the Health Department. The Board of Health recommends that City Council approve the revisions to the Environmental Health and Housing Maintenance Code in its entirety.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Wagener", with a stylized flourish extending to the right.

Doug Wagener
President
Kent City Board of Health

CHAPTER 1361
General Provisions

TITLE SEVEN - Environmental Health and Housing Maintenance Code

- Chap. 1361. General Provisions.
- Chap. 1363. Definitions.
- Chap. 1365. Minimum Standards and Requirements.
- Chap. 1367. Licensing Requirements.
- Chap. 1369. Owner and Occupant Responsibilities.
- Chap. 1371. Enforcement and Penalty.
- Chap. 1373. Repairs and Demolition.
- Chap. 1375. Appeals.

CHAPTER 1361
General Provisions

1361.01 Legislative findings; purpose. 1361.02 Conflict and invalidity.

CROSS REFERENCE

Rules of construction - see ADM. 101. 03 et seq.

1361.01 LEGISLATIVE FINDINGS; PURPOSE.

(a) There hereby exists and may in the future exist, within the City, multiple use structures, premises, dwellings, dwelling units, rooming units or parts thereof, which, by reason of their structure, equipment, sanitation, maintenance, use or occupancy, affect or are likely to affect adversely the public health, including the physical, mental and social well-being of persons and families, safety and general welfare. To correct and prevent the existence of such adverse conditions and to achieve and maintain such levels of residential environmental quality as will protect and promote public health, safety and general welfare, the establishment and enforcement of minimum housing standards are required.

(b) It is hereby declared that the purpose of this Housing Code is to protect the health and safety of the public, to prevent and control the incidence of communicable disease and to regulate all publicly and privately owned multiple-use structures for the purpose of maintaining adequate sanitation and public health. The provisions of this Housing Code are applicable to multiple-use structures only and not to single family dwellings. (Ord. 1979-219. Passed 12-5-79.)

1361.02. CONFLICT AND INVALIDITY.

In any case where a provision of this Housing Code is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or code of the City existing on the effective date of this section, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this Housing Code is found to be in conflict with a provision of any other ordinance or code of the City existing on the effective date of this section which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this Housing Code shall be deemed to prevail and such other ordinances or codes are declared to be repealed to the extent that they may be found in conflict with this Housing Code. (Ord. 1979-219. Passed 12-5-79.)

CHAPTER 1363

Definitions

1363.01 Definitions.

CROSS REFERENCE General definitions - see ADM. 101.02

1363.01 DEFINITIONS.

- (1) "Approved manner" means a manner which is in accordance with the existing minimum standards of the City Building Code.
- (2) "Basement" means a portion of the building located underground, but having less than half its clear floor to ceiling height below the average grade of the adjoining ground.
- (3) "Cellar" means a portion of a building located partly or wholly underground and having half or more than half of its clear floor to ceiling height below the average grade of the adjoining ground.
- (4) "Dwelling" shall include any dwelling unit, building, structure, rooming house, rooming unit or other living quarters used or intended to be used in whole or in part for living or sleeping by human occupants.
- (5) "Dwelling unit" means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking and eating.
- (6) "Extermination" means the control and elimination of insects, rodents or other pests by eliminating their harborage places by removing or making inaccessible materials that may serve as their food; by poisoning, fumigating, spraying, trapping; or by any other recognized legal pest elimination methods approved by the Department of Health.
- (7) "Family" means one or more persons related by blood, adoption or marriage, living together as a single housekeeping unit, exclusive of household servants; a number of persons but not exceeding two, living together as a single housekeeping unit though not related by blood, adoption or marriage.
- (8) "Fair market value" means a price at which both a buyer and a seller would be willing to enter into a purchase agreement. (Ord. 1979-219. Passed 12-5-79.)
- (9) "Garbage" means all discarded putrescible materials including, but not limited to, animal, vegetable or fruit wastes resulting from the handling, storage, preparation or eating of food and handling and disposal of small dead animals. (Ord. 1991-10. Passed 3-6-91.)
- (10) "Habitable room" means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes excluding bathrooms, water closet compartments, laundries, pantries, foyers or communication corridors, closets and storage spaces.
- (11) "Health Commissioner" means that individual as defined by Ohio R.C. 3709.14 or his authorized representative.
- (12) "Housing Code" or "this Code" means the Environmental Health and Housing Maintenance Code adopted by Ordinance 1979-219, passed December 5, 1979, as amended, which is codified as Title Seven of this Building Code.
- (13) "Infestation" means the presence within or around a dwelling of any insects, rodents or other pests. (Ord. 1979-219. Passed 12-5-79.)
- (14) "Multiple use structure" means any dwelling containing three or more dwelling units or rooming units or any combination of three or more dwelling or rooming units, except individually owned condominium units; or, any dwelling, dwelling unit or rooming unit, including individually owned condominium units, with four or more unrelated occupants. (Ord. 1981-100. Passed 8-12-81.)
- (15) "Occupant" means any person over one year of age living, sleeping, cooking or eating in or having actual possession of a dwelling unit or rooming unit.

(16) "Operator" means any person who has or has been designated by the owner to have charge, care or control of a building or part thereof in which the dwelling units or rooming units are let.

(17) "Owner" means any person who alone or jointly or severally with others has legal title to any dwelling or dwelling unit with or without accompanying actual possession thereof or has charge, care or control of any dwelling or dwelling unit as owner or agent of the owner or as buyer under land contract, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this Housing Code and of rules and regulations adopted pursuant thereto. to the same extent as if he were the owner.

(18) "Permissible occupancy" means the maximum number of persons permitted to reside in a multiple use structure.

(19) "Person" means an individual, partnership, association, syndicate, company, firm, trust, corporation, government corporation, department, bureau, agency or any entity recognized by law.

(20) "Plumbing" includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower-baths, installed clothes washing machines, catch basins, drains, vents and any other connections installed or connected to water, sewer or gas lines.

(21) "Premises" whenever used in this Housing Code means not only the dwelling and other buildings of whatever nature located on the lot, but also the entire parcel of land surrounding such buildings including but not limited to fences, walkways, walls and appurtenances.

(22) "Rooming unit" means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes.
(Ord. 1979-219. Passed 12-5-79.)

(23) "Solid waste" means such unwanted residual solid or semi-solid materials as results from industrial, commercial, agricultural and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and noncombustible material, street dirt and debris. Solid waste does not include any material that is an infectious waste, a hazardous waste, an asbestos waste or material defined in Section 935.02(h). (Ord. 1991-10. Passed 3-6-91.)

(24) "Supplied" means paid for, furnished or provided by or under the control of the owner or operator.

(25) "Unrelated" means persons not related by blood, adoption or marriage.

(26) Whenever the words "dwelling", "dwelling unit", "rooming unit", "premise" or "multiple use structures" are used in this Housing Code, they shall be construed as though they were followed by the words "or any part thereof".

(27) "Net floor area" means the actual occupied area, not including accessory unoccupied areas or thickness of walls. (Ord. 1979-219. Passed 12-5-79.)

CHAPTER 1365
Minimum Standards and Requirements

- 1365.01 Equipment and facility requirements.
- 1365.02 Light, ventilation, electric and heating requirements.
- 1365.03 Space use and location requirements.
- 1365.04 Sanitary maintenance standards.

CROSS REFERENCES

- Venting of heaters and burners - see GEN. OFF. 521.02
- Noxious odors - see GEN. OFF. 521.09
- Snow and ice removal - see GEN. OFF. 521.15

1365.01 EQUIPMENT AND FACILITY REQUIREMENTS.

(a) Kitchen Sink. Each dwelling unit shall contain a kitchen sink in working condition and connected to a potable water supply and sewer system in an approved manner.

(b) Bathrooms. All dwellings shall be provided with a room affording privacy and equipped with a flush water closet, a lavatory basin, and a bathtub or shower in good working condition and connected to a potable water supply and sewer system in an approved manner. A minimum of one bathroom for six individuals shall be required.

(c) Water Lines. Each kitchen sink, lavatory basin, bathtub or shower required by the provisions of subsection (b) hereof shall be connected with both hot and cold water lines in an approved manner. (Ord. 1979-219. Passed 12-5-79.)

(d) Solid Waste Storage. The owner of each multiple use structure shall provide adequate solid waste storage receptacles on the premises in accordance with Sections 521.08 and 935.15 and the standards approved by the Health Commissioner.

(d) Solid Waste Storage. The owner of each multiple use structure shall provide adequate solid waste storage receptacles on the premises in accordance with Sections 521.08 and 935.15. The Health Commissioner may require the owner of a multiple use structure to adhere to additional standards regarding solid waste storage outlined in section 1371.03 of this Code.

(e) Solid Waste Collection. The owner of each multiple use structure shall provide solid waste collection for the licensed dwelling by hiring a solid waste collector who is licensed by the City. The frequency of such solid waste collection shall be not less than once per week during those instances when solid waste is being generated on the premises. The owner shall provide written proof of such collection service to the Health Commissioner at the time of annual licensing. (Ord. 1991-10. Passed 3-6-91.)

(e) Solid Waste Collection. The owner of each multiple use structure shall provide solid waste collection for the licensed dwelling by hiring a solid waste collector who is licensed by the City. The frequency of such solid waste collection shall be not less than once per week during those instances when solid waste is being generated on the premises. The owner shall provide written proof of such collection service if requested by the Health Commissioner. Additionally, the Health Commissioner may require the owner of a multiple use structure to obtain unlimited collection service at properties that are non-compliant with the solid waste ordinances as outlined in section 1371.03.

(f) Water Heating. Each dwelling shall be supplied with water heating facilities installed in an approved manner connected with the hot water lines required under the provisions of subsection (c) hereof and capable of heating water to a temperature of not less than 120°F.

(f) Water Heating. Each dwelling shall be supplied with water heating facilities installed in an approved manner and maintained in good working condition connected with the hot water lines required under the provisions of subsection (c) hereof and capable of heating water to a temperature of not less than 120°F. No combustibles shall be stored within 18 inches of the water heating device.

(g) Means of Egress. All dwellings shall have a safe, unobstructed means of egress with a minimum headroom of six feet, six inches leading to safe and open space at ground level.

(g) Means of Egress. All dwellings shall have a safe, unobstructed means of egress with a minimum headroom of six feet, six inches leading to safe and open space at ground level. All means of egress openings shall be readily openable from the side from which egress is to be made without the need for keys or special knowledge. All pathways and aisle ways shall be unobstructed. All means of egress shall be properly installed and maintained. All means of egress shall meet the minimum requirements outlined in rule 46 and rule 10 of the Ohio Fire Code. All multiple use structures having sleeping rooms located on floors greater than fourteen feet from the ground shall be equipped with a second means of egress in the form of an approved fire ladder, fire stairs, or emergency exit.

(h) Fire Extinguishers. All multiple use structures shall be equipped with fire extinguishers of a minimum classification as designated in National Fire Protection Association pamphlet number 10, Volume 1.

(h) Fire Extinguishers. All dwelling units shall be equipped with easily accessible and properly maintained fire extinguishers at all times. They shall be kept in a designated location at all times when not in use. The minimum classification of fire extinguisher shall be 3A:40B:C at 5 pounds. Dwelling units with multiple floors shall have a minimum of one fire extinguisher on each habitable floor. Fire extinguishers stationed in a common hallway shall be on the same floor and within 30 feet of every dwelling unit. The owner or operator of a multiple use structure shall be responsible for meeting the additional minimum standards as are outlined in the Ohio Fire Code section 906.

(i) Fire Stairs. All multiple use structures having habitable rooms located on floors greater than fourteen feet from the ground and licensed for the first time after the effective date of this Code shall be supplied with fire stairs as a means of egress, when required, and shall be in compliance with National Fire Protection Association pamphlet number 101, Volume 9.

Previously licensed multiple-use structures with existing fire ladders shall comply with the fire stairs requirements if such ladder is altered and/or removed.

All newly installed fire stairs shall comply with the above requirements.

(j) Smoke Detectors. All multiple use structures shall be equipped with audible smoke detector devices that are U.L. approved and are installed in compliance with National Fire Protection Association pamphlet number 101, Volume 9.

(j) Smoke Alarms. All multiple use structures shall be equipped with audible smoke alarm devices that are U.L. approved and are installed in compliance with the International Building Code section 704. Additionally, each smoke alarm shall be installed within 12 inches of the ceiling. Working smoke alarms are required in each of the following locations:

1. In the immediate vicinity outside of bedrooms.
2. In each bedroom.
3. In a common area of each story of a dwelling unit, including basements.

(k) Exterior Locks. All exterior doors within a multiple use structure shall be equipped with safe and functioning locking devices.

(l) Hand Rails. All multiple use structures containing steps which consist of five risers or more shall be supplied with structurally sound hand rails. If steps are not enclosed, hand rails and balusters, spaced no more than six inches apart shall be provided. Porches and/or balconies located more than three feet higher than the adjacent area shall have structurally sound hand rails thirty inches to thirty-six inches high and if not enclosed, balusters no more than six inches apart shall be provided. Such devices shall be constructed in an approved manner. (Ord. 1979-219. Passed 12-5-79.)

(l) Handrails. Every exterior and interior flight of stairs having more than four risers shall have a handrail on at least one side of the stairs. Every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches above the grade below shall have handrails with balusters spaced no more than six inches apart. Handrails shall not be less than 30 inches in height or more than 42 inches in height measured vertically above the walking surfaces. Every handrail shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition and constructed in an approved manner.

(m) Handicapped Accessibility. All newly licensed buildings and facilities are required to be accessible at least to the first floor and shall comply with American National Standards Institute A 117.1. (Ord. 1992-41. Passed 6-17-92.)

(m) Carbon Monoxide Alarms. All multiple use structures that contain fuel-burning equipment or enclosed parking shall be equipped with carbon monoxide alarms. The carbon monoxide alarms are permitted to be battery operated, plug-ins with battery backup, hard-wired with battery backup, low voltage system, wireless, or a qualified combination alarm. The carbon monoxide alarms shall be U.L. approved. The installation and maintenance of the carbon monoxide alarms shall be in accordance with the manufacturer's published instructions.

There shall be a minimum of one carbon monoxide alarm installed in each dwelling unit that contains fuel-burning equipment or enclosed parking. The alarm shall be located in a common area nearest the bedrooms.

When dwelling units do not contain fuel-burning equipment or enclosed parking, but are located in a building with fuel-burning equipment or enclosed parking, the owner shall choose one of the following installation options:

1. Install at least one carbon monoxide alarm in each dwelling unit, nearest the bedrooms.
2. Provide carbon monoxide protection in areas with fuel-burning equipment with a properly installed and properly maintained automatic shutdown device.
3. In all areas with fuel-burning equipment or enclosed parking, install a carbon monoxide alarm that is capable of emitting a distinct and audible sound to warn all occupants in the building.

1365.02. LIGHT, VENTILATION, ELECTRIC AND HEATING REQUIREMENTS.

(a) Window Areas. Every habitable room shall have at least one window or ventilating sky light facing directly to the outdoors. The minimum total window area measured between stops, for every habitable room shall be ten percent of the floor space of such room.

(b) Ventilation. Every habitable room shall have at least one window or sky light which can be easily opened or such other device as will adequately ventilate the room. The total of openable window area in each habitable room shall be equal to at least fifty percent of the minimum window area size as required in subsection (a) herein, except when supplied with such other device affording adequate ventilation and installed in an approved manner.

(c) Bathroom Ventilation. Every bathroom and water closet compartment shall comply with ventilation requirements as described in subsection (b) herein.

(d) Electric Requirements. Where there is electric service available from power lines, every habitable room shall contain at least two separate wall-type electric convenience outlets, and such additional outlets as may be necessary to supply appliances used therein. Multiple converter plugs permitting two or more appliances to be plugged into the same outlet shall not be used. At least one receptacle of the grounding type shall be installed for connection of laundry appliances. All receptacles exposed to outdoors shall be of the grounding type. Every water closet compartment, bathroom, laundry room, furnace room, public hall and stairway shall contain at least one supplied ceiling or wall type electric light fixture in order to supply adequate light at all times. Such outlets and fixtures shall be properly installed, maintained in a good and safe working condition and connected to a source of electric power in a safe, approved manner.

(d) Electric Requirements. The owner or operator in charge of a dwelling shall provide a properly installed and maintained electric light fixture in order to supply adequate light in all common areas including stairways, hallways, entranceways, laundry rooms, furnace rooms, kitchens, bathrooms, exterior porches, and similar common areas. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Multiple converter plugs permitting two or more appliances to be plugged into the same outlet shall not be used. Every laundry area shall contain at least one grounded-type receptacle. Every bathroom shall contain at least one receptacle. Any new bathroom or kitchen receptacle outlet shall have ground fault circuit interrupter protection. All receptacles exposed to outdoors shall be of the grounding type. All receptacle outlets shall have the appropriate faceplate cover for the location. All electrical equipment, wiring, lighting, and appliances shall be properly installed and maintained in a safe and approved manner.

(e) Heating Facilities. The owner or operator in charge of a dwelling shall provide a heating facility installed in an approved manner and capable of maintaining a temperature of at least 68°F. for any twenty-four period of each day in all habitable rooms, bathrooms, water closet compartments and kitchens. The temperature inside a dwelling shall be measured in the approximate center of each room and approximately three feet above the floor.

(e) Heating Facilities. The owner or operator in charge of a dwelling shall provide a heating facility installed in an approved manner and maintained in good working condition capable of maintaining a temperature of at least 68°F for any 24 hour period in all habitable rooms, bathrooms, water closet compartments and kitchens. The temperature inside a dwelling shall be measured in the approximate center of each room and approximately three feet above the floor. No combustibles shall be stored within 18 inches of the furnace or heating facilities. Heating facilities designed with filters shall maintain the filters per the manufacturers recommendations.

(f) Screening. During that portion of each year when it is necessary for protection against mosquitos, flies or other insects, all doorways opening directly from a dwelling to outdoor space shall be supplied with sixteen inch mesh screens and self-closing devices. All windows or other devices used or intended to be used for ventilation shall likewise be supplied with screens.

(f) Screening. All windows or other devices used or intended to be used for ventilation shall be supplied with screens. If a screen is supplied to doorways opening directly from a dwelling to outdoor space it must be properly maintained and supplied with a self-closing device.

(g) Rodent Protection. Every basement or cellar window, used or intended to be used for ventilation and every other opening which might provide an entry for rodents shall be supplied with a screen or other device as will effectively prevent entry by such rodents into the building. (Ord. 1979-219. Passed 12-5-79.)

(g) Pest Protection. Every window and every other opening which might provide an entry for pests shall be supplied with a screen or other device as will effectively prevent entry by such pests into the building. Proper precautions shall be taken to secure the building and prevent pest infestation.

1365.03. SPACE USE AND LOCATION REQUIREMENTS.

(a) Floor Space Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof, and at least 100 additional square feet of floor space for every additional occupant thereof. The floor space to be calculated on the basis of net floor area.

(b) Sleeping Areas. In all dwellings, every room occupied for sleeping purposes by one occupant shall contain at least seventy square feet of floor space. Every room occupied for sleeping purposes by more than one occupant shall contain at least fifty square feet of floor space for each occupant thereof.

(c) Bathroom Access. No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom or water closet compartment, intended for use by occupants of more than one sleeping room, can be had only by going through another sleeping room, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room, bathroom or water closet compartment.

(d) Ceiling Height. All habitable rooms located within a dwelling shall have an average ceiling height of not less than seven feet, six inches in at least fifty percent of the net floor area with no portion less than five feet in height.

(e) Basement and Cellars. No basement or cellar space shall be used as a habitable room or dwelling unit unless:

- (1) The floor and walls are impervious to leakage of underground and surface run-off water and are insulated against dampness;
- (2) The total window area in each room is equal to at least the minimum window area sizes as required by Section 1365.02 (a);
- (3) The required minimum area is located entirely above grade of the ground adjoining such window area;
- (4) The total of openable window area in each room is equal to at least the minimum as required under Section 1365.02 (b);
- (5) A basement or cellar space, when occupied for living, shall meet all minimum standards and requirements of this Code;
- (6) Furnace and hot water tank areas are to be completely separated from habitable areas by the installation of fire rated materials in an approved manner;
- (7) Adequate makeup air is to be provided in an approved manner;
- (8) Two means of egress shall be provided. One means of egress shall be in compliance with the provisions of Section 1365.01 (g). The second means of egress can be either the same or a window whose area shall equal a minimum of 5.8 square feet and the window sill located no more than forty-four inches from floor level. (Ord. 1979-219. Passed 12-5-79.)

1365.04. SANITARY MAINTENANCE STANDARDS.

(a) Structural Design and Repair. All dwellings, structures and all parts thereof including but not limited to foundations, roofs, gutters, downspouts, chimneys, walls, ceilings, etc., both exterior and interior, shall be maintained and in good repair and capable of performing the function for which such structure or part of any feature thereof was designed or intended to be used.

- (1) If any dwelling is so designed to include the use of gutters and downspouts, such gutters and their appurtenant downspouting and drains shall be maintained in a weather tight and functioning order.

(b) Exterior Maintenance. All exterior parts of every dwelling including exterior walls, additions, chimneys, porches, steps, ramps and other such structures either above or below the roof line shall be maintained in a safe condition and in good repair and capable of performing the function for which such structure or part of any feature thereof was designed or intended to be used.

(c) Premises Maintenance. All premises shall be maintained in a safe and sanitary manner so as to preclude any situation that may be inimical to the public health and safety or which may provide harborage for rodents or infestation of insects. Such premises shall be free from the accumulation and/or location of the following:

- (1) Broken or dilapidated fences, walls or other structures;
- (2) Improperly installed or maintained walks, driveways and driveway aprons which are in a defective condition; and
- (3) Rugs, rags or other materials located on such premises which materials are not being used for general household or housekeeping purposes; broken furniture or upholstered furniture not designed or sold for outdoor use; mattresses or other household furnishing; nonusable appliances, automobile parts, plastic materials, paints, miscellaneous coverings and/or any other materials including those described in this section. (Ord. 1985-18. Passed 5-1-85.)

(d) All parts of multiple use structures shall be maintained in a safe and sanitary condition and in good working order. Additionally, compliance shall be maintained with all portions of Part 14, and Chapter 933, and Section 521.08 of the Codified Ordinances of Kent.

CHAPTER 1367
Licensing Requirements

1367.01 Licensing procedure.
1367.02 Notice to tenants.
1367.03 Revolving Housing Fund.

1367.01 LICENSING PROCEDURE.

(a) Licensing. No person shall own, operate or be an agent for a multiple use structure without having in his possession a current, unrevoked housing license. Such license shall be issued for a period of one year from the date of issuance and may be renewed for successive periods not to exceed one year. Upon the sale or disposition of such property, the housing license shall be permitted to be transferred to a new owner, operator or agent provided that the current holder of such license notifies the Health Commissioner.

(b) Application. Prior to obtaining a housing license for a multiple use structure, the owner, operator or agent of the dwelling must make application on the prescribed forms, to the Health Commissioner. Such application shall be submitted with all requested information completed, signed and accompanied by the appropriate fee. (Ord. 1979-219. Passed 12-5-79.)

(b) Application. Prior to obtaining a housing license for a multiple use structure, the owner, operator or agent of the dwelling must make application on the prescribed forms, to the Health Commissioner. Such application shall be submitted with all requested information completed, signed and accompanied by the appropriate fee. The due date will be 30 days before the new licensing period. Failure to submit the application and licensing fee by the applicable due date will result in a late fee of an additional 25%.

(c) Fee. No operating license shall be issued or renewed unless the completed application form is accompanied by payment of the license fee of sixty-five dollars (\$65.00) for each multiple use structure with a use or intended use of three occupants. The fee for each use or intended use shall be increased by five dollars (\$5.00) for each additional occupant. (BOH Res. 2005-1. Passed 07/19/2005)

(c) Fee. No operating license shall be issued or renewed unless the completed application form is accompanied by payment of the license fee. The cost of the license fee is \$100.00 per multiple use structure, plus an additional five dollars (\$5.00) per bedroom within the multiple use structure.

1. If a building contains a single dwelling unit, the building shall be considered a single multiple use structure.
2. If a building contains multiple dwelling units, each with a separate egress route, the building shall be considered a single multiple use structure.
3. If a building contains multiple dwelling units that share an egress route, the number of multiple use structures will be determined by the number of each separate egress route that can be accessed.

(d) Inspection. Prior to obtaining a housing license for a multiple use structure, the responsible owner, operator or agent shall contact the Health Department for the purpose of scheduling an inspection of such multiple use structure. No operating license shall be issued or renewed until a multiple use structure is inspected and determined to be in compliance with the requirements of this Housing Code. (BOH Res.1990-101. Passed -16-90.)

(d) Inspection. Prior to obtaining a housing license for a multiple use structure, the responsible owner, operator or agent shall schedule an inspection with the Health Department at least 30 days before the new licensing period of such multiple use structure. No operating license shall be issued or renewed until a multiple use structure is inspected and determined to be in compliance with the requirements of this Housing Code. In the event that a housing license expires before it can be renewed, a late fee of 25% of the licensing fee will be required.

(e) Re-inspection. After the initial inspection is completed by the Health Department, a reasonable amount of time will be allowed by the Health Department for the owner, operator or agent of the multiple use structure to correct potential violations. A re-inspection may be required to verify that the corrections were made by the assigned date and time. Failure to correct the violations by the re-inspection shall result in a non-compliance fee of up to \$75.00.

(f) Non-compliance. The Health Commissioner has the authority to condemn any multiple use structure that fails to comply with this housing code. Any multiple use structure without a current license for more than 30 days may be condemned by the Health Commissioner.

(g) Review of the Environmental Health and Housing Maintenance Code
The latest revision of the Environmental Health and Housing Maintenance Code was completed in 2013. The next scheduled review will take place no later than 2018.

1367.02. NOTICE TO TENANTS.

It shall be the responsibility of the owner, operator or agent of a multiple use structure to give notice of his housing license with the City to tenants by one of the following authorized methods prior to the commencement of a rental term with such tenant:

- (a) Display the license in a conspicuous place within the common ways of the multiple use structure.
- (b) Place upon all written rental agreements the following notice: "This multiple use structure is licensed by the City of Kent for the period of 19____ to _____, 19__ for not more than _____ occupants. Be advised that both landlords and tenants have certain responsibilities to each other as are set forth in the Environmental Health and Housing Maintenance Code of the City of Kent, Ordinance 1979-219. Copies of this Code can be obtained at the Kent Health Department, Kent City Hall, Kent, Ohio."
- (c) Give the following written notice separate from the written rental agreement: "This multiple use structure is licensed by the City of Kent for the period , _____ 19 to _____, 19__ for not more than _____ occupants. Be advised that both landlords and tenants have certain responsibilities to each other as are set forth in the Environmental Health and Housing Maintenance Code of the City of Kent, Ordinance 1979-219. Copies of this Code can be obtained at the Kent Health Department, Kent City Hall, Kent, Ohio."

The length of the licensing period and the number of occupants shall be filled in by the owner, operator or agent from information appearing on the housing license for a multiple use structure prior to the execution of the rental agreement by the tenant. If the rental agreement is oral, the owner, operator or agent shall deliver to the tenant a written statement and notice as is described in Section 1367.02 (c) on or before the receipt of any moneys from the tenant under the oral agreement. (Ord. 1979-219. Passed 12-5-79.)

It shall be the responsibility of the owner, operator or agent of a multiple use structure to give notice of his housing license with the City to tenants by one of the following authorized methods prior to the commencement of a rental term with such tenant:

- (a) Display the license in a conspicuous place within the common ways of the multiple use structure.
- (b) Give the following written notice to the tenants:
"This multiple use structure is licensed by the City of Kent for the period of _____ to _____ for not more than _____ occupants. Be advised that both landlords and tenants have certain responsibilities to each other as are set forth in the Environmental Health and Housing Maintenance Code of the City of Kent, Ordinance 1979-219. Copies of this Code can be obtained at the Kent Health Department."

The owner, operator or agent of a multiple use structure shall give a minimum of 24-hour notice to tenants prior to entering the property for inspections, repairs, or maintenance.

1367.03. REVOLVING HOUSING FUND.

There is hereby created a Revolving Housing Fund for the purpose of supporting the cost of repairs, corrective action or demolition made by the Health Commissioner pursuant to Section 1373.01 and other supportive costs associated with the enforcement of this Housing Code. Into this Fund, the following shall be paid:

- (a) All civil penalties collected for violations of this Housing Code pursuant to Section 1371.02.
- (b) All judgements collected in actions to recover the cost of repairs and other corrective action or demolition pursuant to Section 1373.01 (b).
- (c) Such other revenues the City may, from time to time authorize be paid into this Fund.
(Ord. 1979-219. Passed 12-5-79.)

CHAPTER 1369

1369.01 Owner to comply with standards and requirements.

1369.02 Occupant to maintain sanitary conditions.

1369.03 Solid waste storage and collection.

1369.04 Screens.

1369.05 Extermination; infestation.

1369.06 Plumbing fixtures.

1369.01 OWNER TO COMPLY WITH STANDARDS AND REQUIREMENTS.

Every owner, operator or agent of a multiple use structure shall be responsible for providing, supplying and maintaining all equipment, facilities, requirements and sanitary standards as prescribed in Chapter 1365 of this Housing Code. In addition, it shall be the responsibility of such individuals to comply with all provisions of this Housing Code unless specifically otherwise stated. (Ord. 1979-219. Passed 12-5-79.)

1369.02. OCCUPANT TO MAINTAIN SANITARY CONDITIONS.

Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling or dwelling unit which he occupies or controls. (Ord. 1979-219. Passed 12-5-79.)

1369.03. SOLID WASTE STORAGE AND COLLECTION.

Every occupant of a dwelling or dwelling unit shall store and dispose of all solid waste in a clean and sanitary manner by placing it in receptacles as required by Section 1365.01((d) and (e). (Ord. 1991-10. Passed 3-6-91.)

1369.04. SCREENS.

Every owner, operator, or agent of a multiple use structure shall be responsible for installing permanent screens for all doors and windows when such are required. (Ord. 1979-219. Passed 12-5-79.)

1369.05. EXTERMINATION; INFESTATION.

Every occupant of a dwelling unit shall be responsible for the extermination of insects, rodents and other pests therein, whenever his dwelling unit is the only dwelling unit within a dwelling that is infested. Notwithstanding the foregoing provisions of this Code, whenever infestation is caused by failure of the owner to maintain a dwelling in a rat proof or reasonably insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more dwelling units in any dwelling or in the common or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner. (Ord. 1979-219. Passed 12-5-79.)

Pest Infestation. All structures shall be kept free from insect and rodent infestation and all potential points of entry shall be properly maintained as to prevent pest migration. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure. Proper precautions shall be taken to prevent infestation. Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination. Whenever infestation exists in two or more dwelling units in any dwelling or in the common parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

Occupant. The occupants of any structure shall be responsible for the continued pestfree condition of the structure. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for pest elimination.

Every occupant of a dwelling unit shall be responsible for the extermination of insects, rodents and other pests therein, whenever their dwelling unit is the only dwelling unit within a dwelling that is infested.

1369.06. PLUMBING FIXTURES.

Every occupant of a dwelling unit shall keep all plumbing fixtures therein, in a clean and sanitary condition and shall be responsible for the exercise of reasonable care and the proper use and operation thereof. (Ord. 1979-219. Passed 12-5-79.)

CHAPTER 1371
Enforcement and Penalty

1371.01 Right of entry and inspection..

1371.02 Notice of violation.

1371.99 Penalty

1371.01 RIGHT OF ENTRY AND INSPECTION.

(a) Inspection. The Health Commissioner is hereby authorized and directed to make or cause to be made inspections of all multi-use structures or premises of multi-use structures to determine if such structures or premises conform to the provisions of this Housing Code.

(b) Right of Inspection.

(1) Upon presentation of proper identification, the Health Commissioner or his agent is hereby authorized to enter and inspect, between the hours of 8:00 a.m. and 5:00 p. m., any multiple use structure or premise in the City to perform duties imposed upon him by subsection (a) hereof and Section 1373.02 (a) and (b).

(2) Every occupant of a dwelling, rooming house or multiple use structure shall give the owner thereof or his agent access to any part of such building or its premises at reasonable times for the purpose of making repairs or alterations as are necessary to effect compliance with the provisions of this Housing Code. (Ord. 1979-219. Passed 12-5-79.)

1371.02. NOTICE OF VIOLATION.

Whenever the Health Commissioner or his agent determines there has been a violation of any provision of this Housing Code, he shall give notice of such violation to the owner, occupant, operator or responsible person that such violations must be corrected. The notice and order shall:

(a) Be put in writing on the appropriate form;

(b) Include a list of violations, refer to the chapter or section violated, and order remedial action which will effect compliance with the provisions of this Code;

(c) Specify a reasonable period of time within which to comply;

(d) Be served upon the owner, occupant, agent or person in charge, or sent by certified mail to the last known address, or in the event of a failure to establish notice by any means of mail, a copy posted in a conspicuous place in or on the building affected.

(e) If service is refused or unclaimed, and the certified mail receipt shows that service has been refused or unclaimed, the Health Department shall send by ordinary mail a copy of the order or other document to be served to the individual at the address set forth on the original certified mail envelope. Service shall be deemed complete when the fact of mailing is entered on record by the Health Department. (Ord. 1979-219. Passed 12-5-79.)

1371.03 SOLID WASTE VIOLATIONS

The Health Commissioner has authority to assign additional requirements regarding solid waste storage and solid waste collection if a multiple use structure receives three violations in any 12 month period involving solid waste. This includes solid waste and similar violations documented in the following Ordinances: 521.08, 1365.01, 1365.04, 1369.03, 1412.01, 933, 935. The Health Commissioner may require additional solid waste containers or different solid waste containers. Also, the Health Commissioner may require that a multiple use structure obtain unlimited trash collection service.

1371.98 OPERATING A MULTIPLE USE STRUCTURE WITHOUT A VALID LICENSE - FINES/PENALTIES

Any owner that is found operating a multiple use structure without a valid housing license may be fined up to \$3000.00.

1371.99. PENALTY.

Whoever violates any order of the Health Commissioner or notice of violation of any rule or regulation adopted by the Board of Health after having been given such order or notice of violation in accordance with Section 1371.02 is guilty of a misdemeanor of the third degree as defined in Section 501.99.

CHAPTER 1373
Repairs and Demolitions

1373.01 Repairs..
1373.02 Condemnation; placard.
1373.03 Demolition

CROSS REFERENCE
Removal of unsafe structures - see Ohio R.C. 715.26

1373.01 REPAIRS

(a) Whenever an owner, operator or agent of a multiple use structure or dwelling fails, neglects or refuses to make repairs or other corrective action as called for by an order or notice of violation issued pursuant to Section 1371.02, the Health Commissioner may undertake such repairs or action when, in his judgment, or by a court order, a failure to make them will endanger the public health, safety or welfare. The cost of such repairs and action will not exceed fifty percent of the fair market value of the structure to be repaired.

(b) When repairs are made or other corrective action taken at the direction to the Health Commissioner, the cost of such repairs and corrective action shall constitute a debt in favor of the City against the owner of the repaired structure. In the event such owner fails, neglects or refuses to pay the City the amount of this debt, it shall be recoverable in a civil action against the owner or his successor, brought in a court of competent jurisdiction by the City which shall possess all rights of a private creditor. (Ord. 1979-219. Passed 12-5-79).

1373.02. CONDEMNATION; PLACARD.

(a) Any multiple use structure or premise shall be designated as unfit for human habitation if any of the following deficiencies or conditions are found and when, in the judgment of the Health Commissioner, these defects create a hazard to the health or safety of the occupants or the public:

- (1) Is damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested.
- (2) Lacks illumination, ventilation, required sanitation facilities or any other minimum requirements as established in Chapter 1365 of this Code.
- (3) The general condition of the occupied multiple use structure, outbuildings and surrounding property is unsanitary, unsafe or unhealthful.

(b) Whenever a multiple use structure or premise has been designated as unfit for human habitation, the Health Commissioner may placard the structure or premise by placing a placard thereon or in a location which is readily noticeable, which reads as follows:

CONDEMNED

THIS BUILDING IS UNFIT FOR HUMAN HABITATION OR USE AND HAS BEEN CONDEMNED BY ORDER OF THE HEALTH COMMISSIONER OF THE CITY OF KENT. ALL PERSONS ARE HEREWITH WARNED TO STAY AWAY FROM THIS BUILDING, EXCEPT THOSE WHO ARE EMPLOYED TO REPAIR OR RAZE THE SAME (IN ACCORDANCE WITH THE NOTICE THAT HAS BEEN GIVEN), THE OWNER OF THIS BUILDING AND ALL OTHER PERSONS HAVING AN INTEREST IN SAID PREMISES AS SHOWN BY THE LAND RECORDS OF THE PORTAGE COUNTY RECORDER'S OFFICE. IT IS UNLAWFUL FOR ANY PER-SON TO REMOVE THIS SIGN WITHOUT WRITTEN PERMISSION FROM THE HEALTH COMMISSIONER OF THE CITY OF KENT.

(c) If such multiple use structure is occupied, the Health Commissioner shall order the multiple use structure or premise to be vacated within a reasonable period of time. Such time is not to be less than three days or more than ten days. The Commissioner shall concurrently notify the secretary of the Housing Appeals Board of the action taken under this Chapter.

(d) Any multiple use structure or premise which has been condemned and/or placarded as unfit for human habitation or use, shall not again be so used until written approval is secured from and such placard removed by the Health Commissioner. The Health Commissioner shall remove such placard and give written notice whenever the defect from which the condemnation and placarding action resulted has been eliminated. (Ord. 1979-219. Passed 12-5-79.)

1373.03. DEMOLITION.

(a) The Health Commissioner shall issue an order commanding the owner of a multiple use structure or premise and all other persons having an interest in such premises as shown by the records of the County Recorder's Office to repair, vacate or demolish any dwelling or premise found to be unfit for human habitation or use within the terms of this Code.

(b) The owner of any multiple use structure or premise which has been ordered demolished shall be given notice of this order in the manner provided in Section 1371.02 and shall be given a reasonable time not to exceed ninety days to demolish such structure.

(c) Any owner aggrieved by the notice to demolish may within fourteen days seek a formal hearing in the manner provided in Chapter 1375.

(d) When the owner fails, neglects or refuses to demolish an unfit, unsafe or unsanitary multiple use structure or premise within the prescribed time the Health Commissioner may apply to the court of competent jurisdiction for a demolition order to undertake the demolition. The court may grant such order when no hearing on the matter is pending. The cost of such demolition shall create a debt in favor of the City against such owner and shall be recovered in civil action brought by the City who shall possess all rights of a private creditor.

(e) Whenever a multiple use structure is demolished whether carried out by the owner or by the appropriate authority such demolition shall include the filling in of the excavation remaining on the property on which the demolished dwelling was located in such manner as to eliminate all potential danger to the public health, safety or welfare arising from such excavation. (Ord. 1979-219. Passed 12-5-79.)

CHAPTER 1375

Appeals

1375.01 Housing Appeals Board.

1375.02 Hearings.

1375.03 Board of Health rules and regulations.

CROSS REFERENCE

Appeals from administrative agencies - see Ohio R.C. Ch. 2506

1375.01 HOUSING APPEALS BOARD.

(a) Creation. The Housing Appeals Board shall consist of seven members who shall be appointed by Council for overlapping terms of three years respectively and shall serve until a successor is appointed.

As amended effective April 1, 1999, the members of the Board shall also be the members of the Fair Housing Board (see §557.02). There shall be seven members on the Board, appointed by Council, beginning with the current members of both Boards, who shall serve out their terms until a successor is appointed.

(b) Residence Requirements. Members of the Board shall be citizens of the United States and residents of the City. Membership shall consist of seven residents of the City and a member of the Board of Health. The Law Director or his designate shall serve as secretary and ex officio member of the Board.

(c) Rules/Quorum. The Housing Appeals Board shall adopt rules of procedure not inconsistent with this Housing Code and elect officers as the Board sees fit. Five members of the Board in attendance at any meeting shall constitute a quorum. (Ord. 1999-41. Passed 3-17-99)

(d) Variance. The Board shall interpret the intent of this Housing Code in specific cases where, upon appeal, it clearly appears that by reason of special conditions undue hardship would result from literal application of any section of this Code. Where such undue hardship is clearly demonstrated, the Board may permit a variance from the applicable section if the dwelling will vary only a reasonable minimum from the literal provision of this Housing Code, but will comply with the spirit and intent of this Housing Code with respect to sanitation, safety and rehabilitation. All decisions to permit a variance under this section shall be by majority vote of the total membership of the Board. (Ord. 1979-219. Passed 12-5-79.)

1375.02. HEARINGS.

(a) Any person affected by any notice and/or order which has been issued in connection with the enforcement of any provision of this Housing Code, may request and shall be granted a hearing upon the matter before the Housing Board of Appeals, provided that such person shall file in the office of the Health Commissioner a written petition requesting such hearing and setting forth the name, address, and phone number of the petitioner, in a brief statement of grounds for such hearing and appeal from any order from the Health Commissioner. Petitions shall be filed within fourteen days after the date of notice and order is served and shall be accompanied by a deposit of fifteen dollars (\$15.00). Upon receipt of such petition, the secretary of the Board of Housing Appeals, shall set a time and place for the hearing before the Board and shall give the petitioner written notice thereof. The hearing shall commence thirty days after the petition has been filed. At such hearing, the petitioner shall be given an opportunity to be heard and to show cause why such notice and order should be modified or with-drawn. The failure of the petitioner or his representative to appear and state his case at such hearing shall be grounds for dismissal of such petition.

(b) Upon hearing, the Housing Appeals Board may affirm, amend, modify or withdraw such notice and/or order and the petitioner and the Health Commissioner shall be notified in writing of such findings.

(c) The proceedings at such hearings, including the findings and decisions of the Housing Appeals Board and the reasons therefore, shall be summarized and reduced to writing and entered as a matter of public record in the office of the Health Commissioner. Such records shall include a copy of every notice and/or order issued in connection with the matter. Any person aggrieved by the decision of the Housing Appeals Board may seek relief therefrom in any court of competent jurisdiction as provided by the laws of this State. (Ord. 1979-219. Passed 12-5-79.)

1375.03. BOARD OF HEALTH RULES AND REGULATIONS.

As provided by Ohio R.C. 3709.20, the Board of Health is authorized to make and adopt such rules and regulations and fix such reasonable standards as may be necessary for the proper enforcement of the provisions of this Housing Code and to carry out the intent thereof. (Ord. 1979-219. Passed 12-5-79.)



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 29, 2013

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Community Development Director *bs*

RE: Changes to Robinson Memorial Gala 2013 Special Event Permit

There is the potential that the PARTA deck may not be able to accommodate all of the needed valet parking for the Robinson Gala on October 12, 2013. Possible changes from the initial plan approved by Council on July 24, 2013 will affect traffic movement in some areas and require the designation of two temporary valet parking areas. The proposed changes to the original permit include the following:

1. Convert S. Depeyster between Haymaker Parkway and E. Erie St. to one way (north bound), with the exception of the west lane, between Locke Lane and Haymaker Parkway, which will be coned off from the S. Water Street lot/Locke Lane to allow south bound vehicle movement to Haymaker Parkway;
2. Cordoning off parking on north side of Erie St. from 4:30 p.m. to 7:00 p.m. to allow the valets to park cars temporarily prior to moving them to the two designated parking areas;
3. Convert Erie St., between S. Depeyster St. and S. Water St., to one-way (west bound) from 4:30 p.m. to 7:00 p.m.;
4. Station an officer at intersection of Erie St. and S. Water St. from 4:30 p.m. to 7:00 p.m. to allow valets to cross intersection in order to get vehicles to the two designated parking areas;
5. Cordoning off municipal lot (old courthouse) at corner of College St. and Franklin Ave. for the period 4:30 p.m.-11:30 p.m. This area may need to be cordoned off at 2 p.m. to allow for the lot to be cleared after the Farmers' Market ends at 1 p.m.);
6. Cordoning off gravel lot under bridge (Farmers' Market area) south of the Pufferbelly Restaurant private parking area and extending to Summit St., for the period 4:30 p.m.-11:30 p.m. This area may need to be cordoned off at 2 p.m. to allow for the lot to be cleared after the Farmers' Market ends at 1 p.m.;
7. Convert Alley #5, between Franklin Ave. and Water St., to one-way (east bound) from 10:00 p.m. to 11:30 p.m.;
8. Station an officer at intersection of Alley #5/Locke Lane and S. Water St. from 10:00 p.m. to 11:30 p.m. to allow valets to cross intersection in order to get vehicles up Alley #5/Locke Lane to the front of the Hotel/Conference Center for owner pick-up.

I am respectfully requesting Committee time at the September 4, 2013 session to discuss the proposed changes and request Council approval of the revised special event plan.

If you need any additional information in order to process this request, please let me know.

Cc: Michelle Lee, Police Chief
Paul Canfield, Captain
Gene Roberts, Service Engineer
Gerald Shanley, Facilities Manager
Dan Smith, Economic Development Director
Linda Jordan, Clerk of Council



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 29, 2013
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *h.o.d.*
RE: TREX Transfer Request

The City has received a TREX transfer permit request from Belleria Pizza Kent, LLC, located at 135 E. Erie Street, Suite 202 in the Acorn Alley II complex. Mr. Thomas Gavozzi, owner of Belleria Pizza, currently leases the space occupied by the restaurant from Mr. Ron Burbick, owner of Acorn Alley II. Mr. Gavozzi and Mr. Burbick have entered into a partnership to allow for the TREX transfer of a liquor permit for the Belleria Pizza restaurant.

The restaurant is already operational and based on the information provided by Mr. Gavozzi and Mr. Burbick, all of the requirements specified in the City's TREX Guidelines, approved by Council on May 15, 2013, have been met, including:

1. Investment in physical structure and leasehold improvements equal to \$358.00 per square foot;
2. Operation is located within the City of Kent Commercial-Downtown District (C-D);
3. Permit class and source have been identified;
4. Willingness to enter into development agreement with the City of Kent if Council grants approval of the TREX transfer request;
5. Written recognition from the applicants that they will seek Council approval if the permit is to be transferred to another individual, corporation, LLC or partnership located within the City of Kent.

I am respectfully requesting time at the September 4, 2013 Committee session to discuss this TREX transfer proposal in greater detail and request Council approval of this TREX transfer request.

Please let me know if you need any additional information in order to add this to the September 4th agenda. Thank you.

Cc: Jim Silver, Law Director
Dan Smith, Economic Development Director
Linda Jordan, Clerk of Council

Hastie Law Offices, LLC

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Columbus, Ohio 43212
(614) 488-2800 (O)
(614) 488-2882 (F)

Edward W. Hastie, III
ed@hastielegal.com
Alexander H. Hastie
alex@hastielegal.com

August 21, 2013

Via Electronic Transmission:
SuselB@kent-ohio.org

Department of Community Development
City of Kent, Ohio
c/o Bridget Susel
930 Overholt Rd.
Kent, Ohio 44240

Re: **Economic Development Transfer**
Belleria Pizza Kent, LLC

Dear Ms. Susel:

The purpose of this letter is to provide the City of Kent Council with the necessary information demonstrating Belleria Pizza Kent, LLC's compliance with the TREX guidelines.

1. Economic Development Project

The TREX permit applicant's proposed location is Belleria Pizza and Italian Restaurant located in Acorn Alley II at 135 E. Erie Street, Suite 202, Kent, Ohio 44240. Mr. Thomas Gavozzi, my client and permit applicant, has teamed up with Thucydides Holdings, LLC for this project. Thucydides Holdings, LLC is owned by the applicant's landlord. Mr. Ronald Burbick is the owner and President of Thucydides Holdings, LLC and a member of Belleria Pizza Kent, LLC. Ronald has made considerable investments in numerous development projects nationwide. He played a large role in the development of Acorn Alley. According to an article by Crain's Cleveland Business "Mr. Burbick invested a chunk — make that a large chunk, since it's about \$18 million so far — of his own fortune into transforming the small downtown area that had seen little change for decades."

The permit applicant has invested a considerable amount of time, money and effort into this project. The project will create new jobs and attract new patron and customers to the restaurant.

2. Within the City of Kent Commercial-Downtown District

Located at the above mentioned address within the Acorn Alley area, Belleria Pizza Kent, LLC is within the City of Kent Commercial-Downtown District.

3. Permit Classes and Source

Belleria Pizza Kent, LLC seeks approval for the TREX transfer of Permit No. 2434407, Classes D-1, D-2, D-3, D-3A. The seller is Eclipse Entertainment, LLC, 1132 E. Central Ave., West Carrollton, Ohio 45449. The applicant is seeking the above mentioned permit in order to retain and expand their customer base. Upon learning that Belleria does not serve alcohol, patrons regularly leave Belleria Pizza in pursuit of a restaurant that does. The applicant is seeking the permit to better serve their customers and boost sales. Applicant has no interest in operating a "club like" restaurant but hopes to serve beer, wine and cocktails to the customers who request.

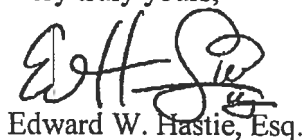
4. Development Agreement

This guideline is currently not applicable to the applicant. Applicant will execute a development agreement with the City of Kent at the proper time.

5. Prohibited from transferring without seeking approval of Kent City Council.

This guideline is currently not applicable to the TREX permit applicant. If the permit is granted the applicant will comply with this guideline and will not subsequently transfer the permit without the approval of Kent City Council.

Very truly yours,


Edward W. Hastie, Esq.



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

Transfer Exempt Permit (TRES)

Guidelines

The Ohio Revised Code (ORC) (section 4303.29 (B)(2)(b)(i)) permits the transfer of liquor licenses across political boundaries. The transfer process addressed by this section is applicable to C-1, C-2, D-1, D-2, D-3, and D-5 permits. The statute provides the local political entity the right to establish guidelines and approve the proposed transfer of these licenses to areas within the political entity's jurisdictional boundaries.

The City of Kent Council has adopted the following guidelines, which will need to be met prior to permitting the TRES transfer of any liquor license into the City of Kent from another State of Ohio community.

1. The applicant must show evidence of an economic development project, for the purposes of seeking the TRES transfer of a permit, defined as a project involving the investment of a minimum of \$175.00 per square foot in renovation and/or new construction costs in the building/structure which will house the proposed license to be transferred;
2. The TRES transfer of a permit will only be granted for use within the City of Kent Commercial-Downtown District (C-D);
3. The individual, corporation, LLC or partnership seeking approval for the TRES transfer of a permit must identify the permit class and source at the time of submitting a TRES transfer application for consideration by the City of Kent;
4. An applicant receiving City Council approval for the TRES transfer of a permit must enter into a development agreement with the City of Kent which will delineate the requirements and conditions under which City Council approved the TRES transfer;
5. Applicants granted approval for the TRES transfer of a permit are prohibited from subsequently transferring that permit to another individual, corporation, LLC or partnership operating within the City of Kent jurisdictional boundaries without first seeking approval for such action from Kent City Council.

NOTE: Council limited the number of TRES transfer permits to be issued by the City of Kent to no more than three (3) for a one (1) year period beginning on May 15, 2013.

Guidelines approved by Kent City Council May 15, 2013



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: DAVE RULLER, CITY COUNCIL, MAYOR
FROM: JAMES R. SILVER *JRS*
DATE: AUGUST 30, 2013
RE: SMITHERS-OASIS LEASE FOR

The Smithers-Oasis Company has expressed a desire to purchase the former Ametek site on Lake Street. Through negotiations, the attached contract has been drafted to achieve the transfer of said property from the City to Smithers-Oasis Company. (The final contract may not be exactly like the Draft attached, but will be in substantial conformance with the draft).

With the relocation of the Smithers-Oasis Company corporate headquarters back to downtown Kent, the use of the former Ametek site by the Smithers-Oasis Company is an excellent fit.

The sales price would be \$120,000.00 with the City having an option to repurchase the property for the same amount should the Smithers-Oasis Company not develop the land by May 1, 2020.

The City will still need to complete the environmental clean-up using the CORF funds, and we will need to demolish the current structure(s) on the site.

City staff recommends that Council approve the contract for the transfer of the Lake Street site to the Smithers-Oasis Company.

DRAFT

**CONTRACT FOR SALE OF
LAND FOR PRIVATE REDEVELOPMENT**

THIS CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT (the "Agreement") made and entered into this ____ day of _____, 2013, by and between the **CITY OF KENT, OHIO**, a municipal corporation duly organized and existing under and by virtue of the constitution, its Charter, and laws of the State of Ohio (hereinafter referred to as the "City"), and **SMITHERS-OASIS COMPANY**, an Ohio corporation (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, for the purpose of carrying out the City's Downtown Urban Renewal Plan, the City has leased certain land owned by the City located in the Downtown area to College Town Kent LLC to develop into offices and retail facilities; and

WHEREAS, the Company has entered into a lease with College Town Kent LLC under which the Company will relocate all of its existing office employees located in Cuyahoga Falls to an office building recently constructed by College Town Kent LLC on that City-leased land (the "Leased Space"), on condition that the City sell the Company approximately 14 acres of industrial property recently purchased by the City from Ametek, Inc. (the "Property") located adjacent to one of the Company's two existing manufacturing sites in the City, which Property is further described on **Exhibit A** hereto; and

WHEREAS, the City has received a Phase 1 Environmental Study, dated _____ and prepared by _____, and a Phase 2 Environmental Study, dated _____ and prepared by _____, with respect to the Property and has received a grant under the State's Clean Ohio Program to remediate the Property (the "State Grant"); and

WHEREAS, for the purpose of carrying out the City's Downtown Urban Redevelopment Plan, to provide for the productive development and reuse of the Property, to create jobs and employment opportunities and improve the economic and general welfare of the people, the City desires to sell the Property to the Company to induce the Company to relocate its office employees to the City and to encourage further expansion of the Company's manufacturing operations in the City;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

Section 1. Sale of the Property.

(a) Purchase by Company. Subject to the Company's relocation of all of its existing office employees currently located in Cuyahoga Falls, Ohio to the Leased Space under no shorter than a 12 year lease and all of the terms and conditions of this Agreement, the City shall sell the Property to the Company for, and the Company shall purchase the Property from the City and pay therefor, the amount of \$120,000 (the "Purchase Price"). The Purchase Price shall be paid at the closing of the transfer of the Property (the "Closing"), by wire transfer from the Company to

the Title Company (defined below), acting as escrow agent, pursuant to this Section. The Company's obligation to purchase the Property is further conditioned upon a determination made by the Company as of the date of Closing, which determination must be reasonable, that any restriction imposed by zoning and by the State's VAP Program referred to in subsection (b) below will permit the Property to be developed as planned.

(b) Timing of Closing. If no default exists and is continuing under this Agreement, title to the Property shall be conveyed to the Company through an escrow Closing to be held on a mutually acceptable date (the "Closing Date") within a period ninety (90) days (or such longer period as the parties may agree upon) after the occurrence of the last of the following events:

- (1) The demolition by the City of all structures on the Property shall be completed consistent with Section 3 hereof and a Covenant Not to Sue and a No Further Action Letter shall have been applied for by and received by the City from the State of Ohio Environmental Protection Agency pursuant to the Voluntary Action Program ("VAP") under the Ohio Revised Code Chapter 3746, all at the City's cost, as further described in Section 3 hereof.
- (2) The Company shall have received a title commitment consistent with the requirements of subsection (c) of this Section and the Title Policy consistent with the requirements of subsection (e) of this Section.

The City and the Company shall work cooperatively to accomplish conveyance of the Property to Company at the earliest feasible time after completion of such activities and consistent with the times for performance otherwise provided in this Agreement. If the Closing has not occurred by December 31, 2018, this Agreement shall terminate, unless that date is further extended in writing by the parties hereto. Each party hereto agrees to meet if requested by the other party to discuss the possible extension of the Closing Date, which date may only be extended by agreement of both parties.

(c) Form of Deed. The City shall convey title to the Property to the Company by a quit claim deed (hereinafter referred to as the "Deed"). The conveyance and title shall, in addition to all conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement, be subject to the following (the "Permitted Encumbrances"):

- (1) Unpaid taxes and assessments becoming a lien in the calendar year in which Closing occurs but which are not, as of the Closing Date, due and payable;
- (2) Zoning ordinances;
- (3) Restrictions Imposed by the State's VAP Program;

- (4) Those exceptions to title listed on Schedule B, Section Two, of the Commitment for Title Insurance for the Property issued by First American Title Insurance Company dated March 16, 2011.

(d) Recordation of Deed. The Title Company shall, on the Closing Date, file the Deed for recordation in the Deed Records of Portage County, Ohio. The Company shall pay all costs for so recording the Deed.

(e) Conveyance of Title. Simultaneously with the recording of the Deed, First American Title Insurance Company, or such other title company agreed to by both the City and the Company (the "Title Company"), shall provide an Owner's Policy of Title Insurance ("Title Policy") insuring the Property and any easements appurtenant thereto, in the amount of the Purchase Price, showing good record title in fee simple, free and clear of all liens, encumbrances, restrictions, reservations, easements and conditions of record except those created by or permitted under this Agreement, including those specifically set forth in subsection 1(c) of this Agreement. The cost of such policy shall be paid by the Company. Any survey of the Property required by the Company will be prepared by a certified surveyor selected by the Company at the Company's expense. The City agrees to use good faith efforts to execute any customary documents required by the Title Company related to Closing and issuance of the Title Policy.

If the commitment for the Title Policy (the "Commitment") reflects any exceptions to title other than those described in subsection (1)(c) above that are objectionable to the Company, then, time being of the essence, the Company shall so notify the City in writing within thirty (30) days following the Company's receipt of the Commitment and the City shall have thirty (30) days thereafter to agree to the removal thereof at or prior to the Closing. If the City, after good faith efforts, is unable to remove the exceptions within said thirty (30) day period, the Company shall have the option, to be exercised in writing within fifteen (15) days after said period, to either: (A) accept the Property, subject to the Permitted Exceptions and those title exceptions to which the Company has so objected, in which event all items set forth in the Commitment shall be deemed included in the "Permitted Exceptions" and the Company shall be obligated to proceed with the Closing, upon satisfaction of other terms of this Agreement, or (B) terminate this Agreement. If the Company elects to terminate this Agreement, then all documents shall be returned to the parties depositing the same and there shall be no further liability of either party to the other under this Agreement. If the Company elects to accept the condition of title to the Property, the Title Company shall include as title exceptions in the Title Policy, as part of the Permitted Exceptions, such additional exceptions as were reflected in the Commitment. If the Company does not notify the City within the thirty (30) day period of the Company's objections to such additional exceptions to title or within the fifteen (15) day period of the Company's election to terminate this Agreement, as applicable, then the Company shall be deemed to have elected to accept the condition of title to the Property, as reflected in the Commitment, and all items set forth in the Commitment shall be deemed included in the "Permitted Exceptions."

(f) Escrow Agent. The parties hereto agree that delivery of the Deed and the Closing will be accomplished at a mutually satisfactory location and with the assistance of the Title Company, which Title Company will serve as escrow agent for the parties and will assist in the Closing pursuant to the terms of this Agreement and mutually satisfactory escrow instructions prepared on behalf of the City and the Company prior to the Closing Date under this Agreement

and accepted by the Title Company. At the Closing, the Title Company, acting in its capacity as escrow agent, shall promptly deposit the Purchase Price and any other funds received pursuant to this Agreement, shall hold such funds in escrow and shall disburse funds in accordance with the terms and conditions of this Agreement, its Standard Conditions of Escrow Acceptance, to the extent they are not inconsistent with the terms of this Agreement, and in accordance with the aforesaid mutually satisfactory escrow instructions. The Company shall pay the costs of the Title Company acting in its capacity as escrow agent for the acquisition of the Property.

(g) Proration of Taxes. Taxes and assessments not yet due but a lien on the Property shall be paid by the City prorated to the Closing Date, on the basis of a calendar year.

(h) Possession. Possession of the Property shall be delivered to the Company on the Closing Date on completion of the Closing.

Section 2. Property Purchased “As Is” and Release.

(a) Property Purchased “As Is.” THE COMPANY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) THE COMPANY HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY, HAS COMPLETED ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY AND IS ACQUIRING THE PROPERTY BASED SOLELY ON SUCH INDEPENDENT INVESTIGATION, (B) THE CITY SHALL SELL AND THE COMPANY SHALL PURCHASE THE PROPERTY “AS IS, WHERE IS AND WITH ALL FAULTS,” PATENT AND LATENT, (C) THE COMPANY IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM THE CITY, OR ANY REPRESENTATIVE OF THE CITY, AS TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition (including, without limitation, the environmental condition) of the Property or any aspect or portion thereof, including, without limitation, appurtenances, access, availability of utilities or other services, soils, geology and groundwater, (ii) the dimensions or lot size of the Property, (iii) the development or income potential, or rights of or relating to, the Property or the Property’s use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental authority or of any other person or entity, (vi) the ability of the Company to obtain any necessary governmental approvals, licenses or permits for the Company’s intended use or development of the Property, (vii) the presence or absence of hazardous materials on, in, under, above or about the Property or any adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, or (x) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to, the Property.

Without limiting the generality of the foregoing, the Company expressly acknowledges and agrees that, except as may be otherwise expressly set forth in this Agreement, the Company is not relying on any representation or warranty of the City or any of its Representatives, whether

implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of the Company, and the Company hereby expressly and irrevocably disclaims any such right or remedy. The Company further acknowledges and agrees that the City is under no duty to make any inquiry regarding any matter that may or may not be known to the City or any Representative of the City.

“Representative” as used in this Agreement, means any agent, employee, officer, official, director, partner, shareholder, contractor, consultant or advisor of a party to this Agreement or of any Affiliate of the Company.

“Affiliate” as used herein shall mean any other entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Owner.

(b) Release. Without limiting the foregoing provisions, except as expressly set forth in this Agreement, the Company, for itself and its Affiliates, successors and any permitted assigns, absolutely and irrevocably waives any right to recover from, and forever releases and discharges, and covenants not to sue, the City or the City’s Representatives and their respective heirs, successors, personal representatives and assigns with respect to any and all claims, causes of action, expenses, demands, fines and other liabilities, whether direct or indirect, known or unknown, foreseen or unforeseen, in contract, tort, or under statute, that may arise on account of or in any way be connected with the Property including, without limitation, the physical, environmental and structural condition of the Property or any law or regulation applicable thereto, including, without limitation, any claim or cause of action relating to the use, presence, discharge (including without limitation any injection, pumping, pouring, emptying, dumping, disposal or other discharge) or release (including without limitation any emission, spill, seepage, leak, escape, leaching or other release) of Hazardous Materials on, under, in, above or about the Property (including, without limitation, any and all claims under the CERCLA, or any other federal, state or local statute or regulation, including Ohio Revised Code, Title 1, section 122.659(B), or any federal or state common law, whether now existing or applicable or hereafter enacted or applicable, providing for or permitting any right of recovery for any environmental matter or condition).

“Hazardous Materials” as used in this Agreement, means wastes, substances, radiation, or materials (whether solids, liquids or gases) (i) which are hazardous, toxic, infectious, explosive, radioactive, carcinogenic; (ii) which are defined as "pollutants" "contaminants", "hazardous materials," "hazardous wastes," "hazardous substances," "chemical substances," "radioactive materials," "solid wastes," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws; (iii) the presence of which cause or threaten to cause a nuisance; (iv) without limitation, which contain polychlorinated biphenyls (PCBs), asbestos, lead-based paints, urea-formaldehyde foam insulation, or petroleum or petroleum products or (v) which pose a hazard to human health, safety, natural resources, or the environment.

“Environmental Laws” as used in this Agreement means all federal, state and local laws, statutes, ordinances, codes, regulations and other requirements respecting the environment, including but not limited to those respecting: (A) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any Hazardous Materials; (B) pollution or contamination of land, air (including indoor air), or water (including groundwater); (C) emissions, spills, releases, or discharges of any substance onto or into the land, air (including indoor air), or

water (including groundwater); (D) protection of wetlands; (E) aboveground or underground storage tanks; (F) air quality (including indoor air quality) or water quality (including groundwater quality); (G) protection of endangered species; and (H) damage to natural resources.

Section 3. Remediation and Condition of Property.

(a) Demolition and Remediation. The City shall, at its sole cost and expense perform all remediation work necessary to obtain a Covenant Not to Sue and a No Further Action Letter for the Property pursuant to the Voluntary Action Program (the “VAP”) under Ohio Revised Code Chapter 3746, including demolition of all existing buildings on the Property. All costs related to the remediation and demolition are estimated to total approximately \$1.6 million, and the State Grant is in the amount of \$1,084,403.

The City shall commence such demolition and remediation by March 31, 2014 and shall carry out such activities in compliance with the State Grant requirements, as those requirements may be amended, and shall proceed diligently to complete the remediation and to obtain the Covenant Not to Sue and No Further Action Letter by December 31, 2016.

The City shall provide the Company with copies of all materials received from the certified professional and from the Ohio EPA regarding the necessary remediation, the Covenant Not To Sue and other related materials with respect to the condition of the Property reasonably requested by the Company.

(b) Condition of Property. The demolition shall include the cutting and capping of existing utilities (to the extent now known or uncovered as part of the demolition), except those providing service to other properties, and the return of the Property to rough grade condition.

(c) Inspection of Property. The Company shall have the right, upon reasonable notice and at a reasonable time, to inspect (but not to alter) the Property in a walkthrough of the Property prior to Closing.

Section 4. Company Agreements.

(a) Relocate Office Employees. The Company agrees to move its existing employees located in Cuyahoga Falls to the Leased Space under no shorter than a 12 year lease by December 31, 2013. The Company represents that the payroll from its operations in the City of Kent (two locations) in 2012 was approximately \$5.8 million and the payroll of those employees located in Cuyahoga Falls in 2012 was approximately \$3.1 million (the combined 2012 annual payroll of \$8.9 million is hereinafter referred to as the “Estimated Payroll Projections”).

(b) Failure to Redevelop the Property or Maintain Employment. If Closing has occurred and (1) the Company has not maintained annual aggregate payroll in all of its locations in the City for calendar year 2019 in the amount of at least the Estimated Payroll Projections, and (2) the Company has not materially redeveloped the Property by May 1, 2020, the Company shall, in its discretion, either (i) immediately pay the City an additional \$230,000 for the purchase price of the Property on May 1, 2020, or (ii) as long as the site is in the substantially the same condition it was at Closing, return title to the Property to the City for the purchase price of \$120,000, by [limited] warranty deed, accompanied by a title insurance policy in the name of the City, at the

Company's expense, showing no additional liens or encumbrances have been added to the Property since Closing.

“Materially redevelop the Property, as used in the preceding paragraph, shall mean

If the Company has determined to proceed with the City's purchase in clause (ii) above, by May 1, 2020, the Company shall notify the City in writing of its determination, with such notice including a copy of the title insurance commitment from the same title insurance company used at Closing (unless otherwise agreed to by both the City and the Company) showing there are no additional liens or encumbrances on the Property, other than those on the Property immediately prior to Closing, and evidence that the site is in substantially the same condition as it was at Closing. So long as such complete notice is so given to the City, the City may choose not to re-purchase the Property, in which case it shall so notify the Company in writing within thirty (30) days following receipt of that complete notice. If the City determines not to re-purchase the Property under those circumstances, the Company is not required to pay any additional purchase price or to redevelop the Property.

If the City determines to re-purchase the Property: (i) the Company agrees that the status of title and condition of the Property shall not change through the date of the second closing, (ii) the City shall deposit the purchase price of \$120,000 with the title insurance company by July 1, 2020, to be held in escrow and paid to the Company upon recording of the [limited] warranty deed and the release of the title insurance policy in the condition referred to above, and the Company shall be responsible for all closing costs, recording costs, escrow fees, title company fees and taxes and any utility fees prorated to the closing date.

The City agrees to meet to discuss the possible extension of the May 1, 2020 date provided in this Section if requested by the Company, provided that such extension shall be at the sole discretion of the City.

Section 5. Progress Meetings.

From the date of execution of this Agreement until May 1, 2020, unless otherwise agreed to by both parties, the parties shall establish mutually satisfactory quarterly meeting dates to discuss the status of the obligations under this Agreement.

Section 6. Prohibition Against Assignment of Agreement.

This Agreement may not be assigned or transferred by the Company without the prior written approval of the City; provided, however, the Company shall be permitted to assign its rights to a wholly-owned affiliate of the Company.

Section 8. Remedies.

In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within ten days after receipt of such notice. In case such action is not taken or

not diligently pursued, or the default or breach shall not be cured or remedied within twenty (20) days following receipt of such notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Section 9. Provisions Not Merged With Deed.

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Company or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10. No Brokers

The City and the Company each represents and acknowledges that no real estate broker or other agent thereof is entitled to or shall be paid any commission or other compensation in connection with the sale of the Property to the Company.

Section 11. Authority

Notwithstanding anything to the contrary contained herein, (i) the City represents and warrants to the Company that it has full capacity, right, power and authority to execute this Agreement and to perform all of the obligations contained herein to be performed by the City, including the right to convey the Property to the Company, and all required actions and approvals therefore have been duly taken and obtained and (ii) the Company represents and warrants to the City that it has full capacity, right, power and authority to execute this Agreement and to perform all of the obligations contained herein to be performed by the Company and all required actions and approvals therefore have been duly taken and obtained.

Section 10. Notice.

(a) A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the Company is addressed to or delivered personally to the Company (beginning October 1, 2013)

Smithers-Oasis Company
295 South Water Street, Suite 120
Kent, Ohio 44240
Attention: James M. Stull

- (ii) in the case of the City, is addressed to or delivered personally to the City (with a copy to the Director of Law) at:

City of Kent, Ohio
215 East Summit Street
Kent, Ohio 44240
Attention: City Manager

or at such other address with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 12. Counterparts.

This Agreement may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 13. Time.

Time is of the essence of this Agreement and each and every provision hereof. If the last date for the performance of any obligation under this Agreement falls on a Saturday, Sunday or legal holiday, then the date for such performance shall automatically be extended to the next day not being a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the CITY OF KENT, OHIO has caused this Agreement to be duly executed in its behalf; and the SMITHERS-OASIS COMPANY has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

By _____
City Manager

SMITHERS-OASIS COMPANY

By _____

Title: _____

Approved as to form and substance:

Law Director

CERTIFICATE OF FISCAL OFFICER

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Contract has been lawfully appropriated by the Council of the City for such purposes and is 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.

_____, 2013

Director of Budget and Finance
City of Kent, Ohio

EXHIBIT A
THE PROPERTY

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Copley

FROM: Jim Bowling

DATE: August 29, 2013

RE: Council Agenda Request for OPWC Application Revision

Engineering is requesting council time to seek approval to revise the application and execute the subsequent agreement with the Ohio Public Works Commission (OPWC) for the Summit Street Traffic Signal Coordination Project. Earlier this year we submitted the pre-application to OPWC for \$700,000 in grants and \$150,000 in no interest loans to complete the project. The project was selected to receive grant and loan funding. During the selection process, OPWC requested the City increase the amount of no interest loan to \$250,000. Therefore, we are requesting council approval to authorize us to amend the application and subsequent agreement to include \$250,000 in loan funding instead of the \$150,000 previously approved in ordinance 2013-49.

C: Gene Roberts, Service Director
Jon Giaquinto, Senior Engineer
file



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 29, 2013
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BOD*
RE: Bridge Lease for Martinel Incubator

The Kent Regional Business Alliance (KRBA) is currently experiencing some restructuring that has resulted in an operational transition at the 277 Martinel Drive incubator facility. The entity that will be taking over the management of the incubator space is expected to be managing the site by December 1, 2013, which has resulted in an interim gap in the rental payments at the facility. In order to allow for the four small business incubator subtenants to maintain operations, the City has facilitated a 90 day bridge lease agreement with the property management company, Harbor Properties, to allow for the continuation of the current lease arrangement until the new entity begins site management on December 1, 2013.

The lease between Harbor Properties and KRBA specified a \$3,000 a month rental payment, but Harbor Properties has agreed to allow the City to pay a reduced rate of \$2,000 a month for the period September 1, 2013 through November 30, 2013. The City will also be able to offset the \$2,000 monthly payment by maintaining the reduced rental fee currently charged to the four incubator subtenants.

I am respectfully requesting time at the September 4, 2013 Committee session to discuss the proposed bridge lease agreement in greater detail and to seek Council authorization to enter into the 90-day lease agreement and accept the rental payments from the subtenants during the interim lease period.

Thank you for your consideration of this request. If you need any additional information in order to process this request, please let me know.

Cc: Jim Silver, Law Director
Linda Jordan, Clerk of Council
Dan Smith, Economic Development Director



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 29, 2013
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BSD*
RE: Moving Ohio Forward Grant: Properties Identified for Demolition

In June of 2012, Council authorized the City to enter into a Memorandum of Understanding (MOU) with the newly formed Portage County Land Reutilization Corporation (PCLRC) to participate in the State of Ohio "Moving Ohio Forward" grant program, which reimburses participating communities for the cost of demolishing blighted structures.

The City has identified several blighted properties to be addressed under this grant program and the City's Law Department is currently seeking court orders or voluntary agreements to allow for the demolition of these structures. The Community Development Department staff is expecting some of the identified properties to be legally cleared for demolition in the next 3-6 weeks. In anticipation of the needed legal documentation being finalized, I am respectfully requesting time at the September 4, 2013 Committee session to request Council authorization for the demolition of the following properties:

- 1070 Norwood Street
- 615 Crain Avenue
- 551 Cherry Street
- 535 Bowman Drive
- 336 Silver Meadows Blvd
- 417 Wolcott Street

If you need any additional information in order to add this item to the agenda, please let me know.

Thank you.

Cc: Eric Fink, Assistant Law Director
Linda Jordan, Clerk of Council
Dan Morganti, Grants & Neighborhood Programs Coordinator

1070 Norwood Street



615 Crain Avenue



551 Cherry Street



535 Bowman Street



336 Silver Meadows Blvd



417 Wolcott Street



**KENT POLICE DEPARTMENT
JULY 2013**

	JULY 2012	JULY 2013	TOTAL 2012	TOTAL 2013
CALLS FOR SERVICE	1626	1501	11929	10876
FIRE CALLS	323	339	2401	2292
ARRESTS, TOTAL	189	195	1381	1231
JUVENILE ARRESTS	16	11	109	71
O.V.I. ARRESTS	25	16	182	128
TRAFFIC CITATIONS	227	176	2223	1658
PARKING TICKETS	153	196	1519	2046
	0			
ACCIDENT REPORTS	54	54	428	442
Property Damage	38	32	270	291
Injury	5	3	60	43
Private Property	7	16	79	86
Hit-Skip	4	3	19	22
OVI Related	1	2	18	14
Pedestrians	0	0	8	5
Fatafs	0	0	1	0
	0			
U.C.R. STATISTICS	0			
Homicide	0	0	1	0
Rape	2	0	4	3
Robbery	0	2	12	12
Assault Total	17	25	168	144
Serious	2	1	29	14
Simple	15	24	139	130
Burglary	16	12	82	72
Larceny	39	38	234	294
Auto Theft	1	2	8	11
Arson	2	1	6	4
TOTAL	76	80	514	540
CRIME CLEARANCES				
Homicide	0	0	1	0
Rape	0	0	3	1
Robbery	0	1	3	4
Assault Total	10	19	128	115
Serious	1	1	17	9
Simple	9	18	111	106
Burglary	1	1	14	11
Larceny	6	8	39	47
Auto Theft	0	0	2	7
Arson	0	0	0	1
TOTAL	17	29	190	186

M. Lee
8/16/13

**KENT CITY PLANNING COMMISSION
BUSINESS MEETING
SEPTEMBER 3, 2013**

**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. PC13-015 ART & HEART GALLERY
 aka - THE CRUCIBLE
 707 S. Water Street
 Conditional Zoning Certificate & Site Plan Review**

The Planning Commission is being asked to reconsider three conditions to the site plan that was approved January 8, 2013. The Commission may modify the conditions for a tattoo/body piercing business. The subject property is zoned R-C: High Density Multifamily Commercial District.

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

VII. NEW BUSINESS

VIII. OTHER BUSINESS

IX. ADJOURNMENT



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: August 27, 2013
TO: Kent City Planning Commission
FROM: Jennifer Barone, PE, Development Engineer
RE: Staff Report for the September 3, 2013 Planning Commission Meeting

The following items appear on the agenda for the September 3, 2013 Planning Commission meeting:

OLD BUSINESS

CASE NO: PC12-028

APPLICANT: Art & Heart Gallery (Jason Miller)

SITE LOCATION: 707 South Water Street

STATUS OF APPLICANT: The applicant is leasing the property.

REQUESTED ACTION: Conditional Zoning Certificate and Site Plan Review and Approval for a tattoo/body piercing business

ZONING: R-C: High Density Multifamily – Commercial

TRAFFIC: The site is accessed from South Water Street and East Hall Street.

SURROUNDING LAND USES: The property is surrounded by commercial uses on the south & west sides and residential on the north and east sides.

APPLICABLE CODE SECTIONS: Chapters 1113 and 1137 of the Kent Codified Ordinances (KCO).

ANALYSIS:

UPDATE:

At the August 6, 2013 meeting, the Planning Commission tabled this project so that the information from the Board of Zoning Appeals (BZA) meeting, where a variance was granted for the required parking spaces, could be provided and reviewed. Members also wanted to review the meeting minutes from the January 8, 2013 Planning Commission meeting.

The Commission also directed the applicant to proceed with the work approved at the January 8, 2013 Planning Commission meeting and provided a 90 day timeframe to initiate this work. The work included the parking lot modifications and installing a planter box around the existing pole sign to be submitted for technical plan review (TPR). A site plan for these items has been submitted and a courtesy copy enclosed.

Since BZA has approved a variance for reducing the number of required parking spaces to 3, the Planning Commission may not change this number. The applicant is requesting that the other conditions be reconsidered. At the August 6, 2013 meeting, Mr. Miller asked that the number of tattoo artist be increased to 6 persons and that the hours of operation be extended. He again stated this request to staff on August 23, 2013 affirming that he would like to have 6 artists working on 2 shift and to be open until midnight. To reiterate, the applicant is asking that the following conditions of approval be reconsidered.

- Only one tattoo artist is to be working at any given time to six tattoo artist working in two shifts.
- In the case where the storage area is converted to usable space, the applicant is to return to the Planning Commission for approval to be deleted.
- The closing time for operating hours is 9:00 pm to closing time at midnight.

PROJECT DESCRIPTION: - repeated from August 6, 2013 staff report

This project was approved at the January 8, 2013 Planning Commission meeting with the following conditions.

1. Only one tattoo artist is to be working at any given time.
2. The ingress/egress is to be modified to meet engineering requirements with adjustment to the curb cut, striping of parking spaces and delineation of 'no parking' areas.
3. A raised landscape bed is to be installed around the sign pole.
4. In the case where the storage area is converted to usable space, the applicant is to return to the Planning Commission for approval.
5. The closing time for operating hours is 9:00 pm.
6. Technical Plan Review.

This case has returned to the Commission because the applicant has not complied with the conditions. The applicant has been reminded verbally and in writing to comply or return to the Planning Commission for a change in the conditions.

1. The applicant, Jason Miller, has stated before this Commission on June 18, 2013 during the public hearing for Wendi Koontz & Carlos Gonzales project located at 812-850 South Water Street that he is hiring additional artists. This is a change from the testimony provided on January 8, 2013 where Mr. Miller indicated he would be the only artist.
2. Plans have not been submitted for review depicting how the parking situation will be resolved. Six spaces are required by the code. The applicant requested and was granted a variance from the Board of Zoning Appeals to have 3 spaces. The spaces need to be re-striped so that the vehicles do not back out over the curb onto South Water Street. There is also a question as to whether the parking spaces off of East Hall Street are adequately sized to not impede the sidewalk. The parking layout will need to be adjusted. There is on-street parking available on the north side of East Hall Street.
3. Plans have not been submitted showing a raised landscape bed around the pole sign nor has landscaping been provided.
4. There has been no evidence that the storage area has been converted to usable space. The applicant may be in compliance with this condition.
5. The Crucible (new name for this business) has two different hours listed, noon to 9 pm and noon to 10 pm.
6. Plans have not been submitted for technical plan review.

RECOMMENDATION:

The Planning Commission may modify the conditions of approval. The following language may be used:

I move that in Case PC13-015, the Planning Commission modify the January 8, 2013 conditions of approval for the Conditional Zoning Certificate and Site Plan to operate a tattoo and body piercing business at 707 South Water Street to allow a maximum of 6 tattoo artists to operation in two shifts with no more than three artists to be working at any given time and extend the hours of operation to midnight.

List of Enclosures for This Project:

1. January 8, 2013 Planning Commission meeting minutes.
2. May 20, 2013 BZA meeting application submittal and meeting minutes.
3. Site Plan for TPR - Courtesy copy.
4. Aerial Topo and Zoning Map.

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

Businesses are invited to show off their Golden Flashes spirit by participating in the 2013 Homecoming "Paint the Town Blue and Gold" event from Sept. 30-Oct. 5.

With thousands of Kent State alumni returning to the area to celebrate Homecoming, draw them to your business by decorating your store with blue and gold as well as other Kent State related items – black squirrels, lightning bolts, eagles, etc. On Oct. 5, Homecoming day, the alumni association will also provide tours of downtown Kent aboard Lolly the Trolley – decorated storefronts will grab attention. The business with the most blue and gold spirit will then be featured on the alumni association's Facebook page.

This year's Homecoming theme is: New and Old, Forever Blue and Gold. If you are interested in placing Homecoming posters, magnets or postcards in your business, please contact the alumni association at alumni@kent.edu or 330-672-5368.

Thank you for helping paint the town blue and gold!



CITY OF KENT, OHIO

CITY MANAGER'S OFFICE
215 E. Summit Street, Kent, OH 44240
P 330-676-7500 F 330-678-8033

EXEMPTION FORM
Kent Codified Ordinance, Chapter 745, Peddlers and Solicitors

NAME: Kent Wrestling Boosters (^{WEBSITE} kentwrestling.com) / (^{EMAIL} kentwrestlingboosters@gmail.com)

PERMANENT ADDRESS: 501 KEWAN AVE. CUYAHOGA FALLS, OHIO 44221

LOCAL ADDRESS: 1554 Vine Street Kent, Ohio 44240

BRIEF DESCRIPTION OF NATURE OF BUSINESS, REASON FOR DOOR-TO-DOOR CANVASSING:

KWIB Boosters will canvas Kent City residential areas seeking donations
in exchange for address number painted on curbs. white background & black ^{NUMBERS.} ~~text~~ 4 IN. TALL

LENGTH OF TIME YOU PLAN TO DO BUSINESS IN THE KENT AREA:

FROM SEPTEMBER 6, 2013 TO OCTOBER 31, 2013

NAME OF EMPLOYER/SPONSOR: Kent Wrestling Boosters

ADDRESS OF EMPLOYER/SPONSOR: 1554 Vine Street Kent, Ohio 44240

EMPLOYER PHONE NO. 330-671-2214 APPLICANT PHONE NO. 330-592-0403
^{PRES. David Wallace} ^{FINANCE CHAIR - Cindy Carpenter}

DESCRIPTION OF VEHICLE TO BE USED: MAKE: NISSAN MODEL: INFINITI

COLOR: White LICENSE NO. ERC2493 STATE: OH

FOR MANAGER'S OFFICE ONLY

DATE: 8/28/13

DOES APPLICANT/COMPANY NEED A SOLICITOR'S PERMIT? No

REASON FOR EXEMPTION Chapter 745.16iii and 745.16v

Cc: Police Chief > 8/28/13
Dispatch
City Manager File



CITY OF KENT, OHIO

Amended 8/19/13 - vehicle Added

CITY MANAGER'S OFFICE
215 E. Summit Street, Kent, OH 44240
P 330-676-7500 F 330-678-8033

EXEMPTION FORM
Kent Codified Ordinance, Chapter 745, Peddlers and Solicitors

NAME: MIKE ONEILL - BLAINE BRICKER

PERMANENT ADDRESS: 216 THORNTON AVE YO, OHIO

LOCAL ADDRESS: SAME AS ABOVE

BRIEF DESCRIPTION OF NATURE OF BUSINESS, REASON FOR DOOR-TO-DOOR CANVASSING:

HOME ADDRESS ON CURB

LENGTH OF TIME YOU PLAN TO DO BUSINESS IN THE KENT AREA:

FROM MONDAY ^{AUG-} 19TH 2013 TO SEPT 10TH 2013

NAME OF EMPLOYER/SPONSOR: MIKE ONEILL

ADDRESS OF EMPLOYER/SPONSOR: 216 THORNTON AVE. YO, OH.

EMPLOYER PHONE NO. 330-559-9850 APPLICANT PHONE NO. 330-559-9850

DESCRIPTION OF VEHICLE TO BE USED: MAKE: FORD KIA MODEL: TAURUS SPECTRA

COLOR: BLUE LICENSE NO. FTV 5399 STATE: OHIO

*Ford Taurus - Blue - FBT5861 - Ohio

FOR MANAGER'S OFFICE ONLY

DATE: 8/19/13

DOES APPLICANT/COMPANY NEED A SOLICITOR'S PERMIT? No

REASON FOR EXEMPTION Personal Services - Chapter 745.116 iii

Cc: Police Chief
Dispatch
City Manager File

> copies 8/16/13 +
8/19/13

NOTICE

Payment not due till services rendered.
**HOME ADDRESS #'S WILL BE PAINTED ON YOUR CURB
ALONG YOUR STREET TOMORROW. YOUR HOME WILL BE
INCLUDED ONLY WITH YOUR PERMISSION.
HOME ADDRESS #'S WORK WELL IN NEIGHBORHOOD
WATCH AREAS.**

It is strongly recommended that you take advantage of this opportunity to have your curb professional painted in large 4-inch easy-to-see numbers. These numbers are used by Ambulances and other service vehicles. Homes that are not adequately numbered can possibly cost lives. Uniform address placement at each home on your street means your entire neighborhood will take on a more organized, protected and well-kept look.

If you would like your home to be included, simply leave your name and replace this on your front door, garage door or where it is easily visible from the street.

PLEASE DO THIS BEFORE 9:00 A.M. TOMORROW AND THIS NOTICE WILL BE PICKED UP RAIN OR SHINE. PLEASE LEAVE THIS NOTICE UNTIL IT IS PICKED UP. Your cost for this service is only \$10.00 and payment is not required until the work is completed. Our addresses consist of black numerals on a bright white rectangular background. This type of address has proven best for day and night viewing. Address numbers are painted using Highway Traffic Zone Paint.

Please don't be left out. Fill in your name and address and place this notice on your front door or garage now! Tomorrow, you will be glad you did.

THANK YOU!

Mike O'Neill

Name _____
Address _____
City _____ ZIP _____
Telephone # _____