

Community	Sexual Orientation	Gender Identity	Enforcement	Penalty
Brookpark	X		Aggrieved can apply to court for relief Fair Housing Board refers to City Law Dept. for consideration of action through civil court	misdeemeanor, 1st degree
Cleveland	X	X	Fair Practices Board can issue administrative order, referral to Compliant Officer	misdeemeanor, 3rd degree
Cleveland Heights	X	X	Law Dept. administers fair housing ordinance; aggrieved can apply to court for relief	civil penalty schedule: ranges \$500-\$50,000
Cuyahoga Heights Village	X		Law Dept., administers fair housing ordinance; Law Dept. and/or aggrieved can apply to court for relief	minor misdeemeanor, \$100 fine
East Cleveland	X	X	City Community Relations Office (CD staff), will refer to legal authority as necessary	cease & desist order; civil penalties (various)
Euclid	X	X	Human Rights Commission, with CD and legal staff support, aggrieved can apply to court for relief	misdeemeanor, 1st degree
Lakewood	X	X	Law Dept. administers fair housing ordinance	misdeemeanor, 3rd degree
Uindale	X	X	Law Dept. administers fair housing ordinance; Law Dept. and/or aggrieved can apply to court for relief	minor misdeemeanor
Maple Heights	X	X	Fair Housing Review Board, referral to administrator who is a member of Village staff & Law Director; aggrieved and/or Law Director can apply to court for relief	misdeemeanor, 3rd degree none stated, but statement that Village can exercise any remedy to which entitled by court or law.
Newburgh Heights	X		Assistant Law Director assigned as administrator of fair housing ordinance; Law Dept and/or aggrieved can apply to court for relief	none stated, but statement that City can exercise any remedy to which entitled by court or law.
North Olmsted	X		Fair Housing Board referral to administrator who is City employee; aggrieved and/or Law Director can apply to court for relief	none stated, but statement that City can exercise any remedy to which entitled by court or law.
Shaker Heights	X	X	Fair Housing Board referral to administrator who is City employee; aggrieved and/or Law Director can apply to court for relief	none stated, but statement that City can exercise any remedy to which entitled by court or law.
University Heights	X	X	Fair Housing Board, with Law Director as Administrator; Building Commissioner reviews and refers for legal action when warranted to Law Director. Aggrieved can apply to court for relief.	none stated, but statement that City can exercise any remedy to which entitled by court or law.
Warrensville Heights	X	X	Fair Housing Task Force referral to Law Dept. aggrieved and/or Law Director can apply to court for relief	misdeemeanor, 3rd degree
Akron	X	X		misdeemeanor, 1st degree

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DIVISIONS	PROGRAMS	LICENSING	FORMS	LAWS & RULES	NEWSROOM	CONTACT
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Ohio Department of Agriculture Farmland Preservation

Program Information

- Farmland Preservation Home
- Newsroom
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- Videos
- Forms and Applications
- Farmland Advisory Board [+]
- Resources [+]

Programs

- Agricultural Security Areas
- Clean Ohio Purchase Program
- Donation Programs

Agricultural District

An agricultural district provides protection for farmers from nuisance lawsuits, defer expensive development assessments until the land is changed to a non-agriculture use, and offers state scrutiny of local eminent domain acquisitions in certain cases.

Generally, any agricultural land designated as an agricultural district must meet two criteria. First, the land must be devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a federal land retirement or conservation program. Second, the land must either be ten acres or more in size or produce an average yearly gross income of at least twenty-five hundred dollars during a three year period. This status needs to be renewed every five years. Updated application forms are now available at Ohio county auditor offices and on the [forms list of this website](#) under "Administration Forms - Agricultural District Application."

The benefits of enrolling in an agricultural district include:

- **Nuisance suits protection** - Agricultural district status can protect farmers from nuisance lawsuits as long as the farmer is following acceptable best management practices. This can serve as an affirmative defense in frivolous lawsuits for odors and noises associated with agriculture.
- **Deferring assessments** - Another aspect of development that can impact a farm is the extension of water, sewer and electric lines. These lines are usually paid for by the landowner and often assessed on frontage. A farmer with extensive frontage could face costs large enough to require selling a portion of the farm. To prevent that, the law defers the assessments on agricultural district farmland, excluding the homestead, until the land is changed to another use or withdrawn from the agricultural district.
- **Scrutiny of eminent domain acquisitions** - If eminent domain is used on 10 acres or 10 percent of the total agricultural district land, whichever is greater, the law calls for a review by the state director of agriculture to determine if an alternative to the proposed project is possible. The result might be a re-evaluation of the project with less or no agricultural land being taken.

A companion law is the current agricultural use valuation (CAUV) program. The CAUV provides relief on farmland property taxes. Please contact your local county auditor's office for more information about the agricultural district or CAUV programs.

The completed application must be filed with the auditor of the county where the land is located. If the land for which an application has been made is within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation.

For additional information refer to the Ohio Revised Code Chapter 929: Agricultural Districts or the following link:

- <http://codes.ohio.gov/orc/929>

The Ohio State University Extension - *Fact Sheet - [Agricultural Districts in Ohio](#)*

Ohio Department of Agriculture
8995 E. Main St., Reynoldsburg, Ohio 43068

John R. Kasich, Governor | David T. Daniels, Director of Agriculture

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CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 22, 2017
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Sublease Renewal: Haymaker Farmers' Market

The City of Kent leases the unimproved area on the west side of Franklin Avenue, just south of the Pufferbelly Restaurant paved parking area, from the Akron Barberton Cluster (ABC) Railway Company, in order to provide space for additional long-term parking in the downtown business district. Since 2012, the City has allowed the Haymaker Farmers' Market to sublease this area for use on Saturday's, from 9:00 a.m. to 1:00 p.m., beginning with the first Saturday in May and extending through the last Saturday in October.

The Haymakers' Farmers Market is incorporated as a nonprofit organization by the Secretary of State and it leases the space from the City for the nominal annual fee of \$1.00.

I am respectfully requesting time at the April 5, 2017 Committee session to have this item presented to the members of Council and to request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market for the 2017 outdoor market season.

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

Thank you.

Attachment

Cc: Jim Silver, Law Director
Tom Wilke, Economic Development Director
Tara Grimm, Clerk of Council

SUB-LAND LEASE

THIS SUB-LEASE, made this _____ day of _____, 2017, between THE CITY OF KENT, OHIO, whose address is 319 South Water Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and HAYMAKER FARMERS' MARKET, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSEE.

I. PREMISES

SUB-LESSOR does hereby lease unto SUB-LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises," as shown on the map attached hereto and hereby made a part hereof, described as follows:

Being a rectangular parcel of land located north of Summit Street, west of Franklin Avenue and east of LESSOR's main line track containing an area of 0.168 acres, more or less as shown in green, attached hereto as Exhibit "A."

SUB-LESSOR currently leases the subject premises from Akron Barberton Cluster Railway Company (the ORIGINAL LESSOR) pursuant to a land lease agreement dated October 26, 2011, No. 35-04380, as amended July 16, 2014.

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. **Use.** SUB-LESSEE shall use and occupy the premises solely for the purpose of a farmers' market held on Saturday morning (9:00 a.m. to 1:00 p.m.).

2. **Term and Rent.** To hold the demised premises for and during the term of May 6, 2017 through October 28, 2017 (unless sooner terminated as hereinafter provided) for the rent or sum of one dollar (\$1.00) payable in advance.

3. **Expenses.** SUB-LESSOR shall be responsible for snow plowing costs, any utility costs or charges and shall maintain insurance on the premises pursuant to their lease with ORIGINAL LESSOR.

4. **Approval of Plans.** SUB-LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, SUB-LESSOR and the ORIGINAL LESSOR. SUB-LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent.

5. **Fire and Damage.** SUB-LESSEE shall cooperate with SUB-LESSOR and shall promptly comply with fire prevention measures requested by SUB-LESSOR. SUB-LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make no installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of the ORIGINAL LESSOR.

6. **Ordinances and Regulations.**

6.1 SUB-LESSEE, at SUB-LESSEE's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over the premises or SUB-LESSEE's intended use thereof, including but not limited to zoning,

health, safety, building or environmental matters. SUB-LESSEE shall supply SUB-LESSOR and ORIGINAL LESSOR with copies of letters or certificates of approval of SUB-LESSEE's use.

7. Maintenance and Repairs.

7.1 SUB-LESSEE will not create or permit any nuisance in, on or about the premises, and SUB-LESSEE shall maintain the premises in a neat and clean condition. Any approved structures of SUB-LESSEE shall be erected and/or maintained on the premises by SUB-LESSEE to the satisfaction of the ORIGINAL LESSOR.

7.2 SUB-LESSEE will not utilize the City of Kent trash containers or the area near the trash containers, for the disposal of produce, perishable products, boxes, crates, storage containers, bags of trash or any other form of refuse generated by vendors operating on the premises.

7.3 SUB-LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of the ORIGINAL LESSOR. Approval by the ORIGINAL LESSOR of any improvements or installations made by SUB-LESSEE, or failure of the ORIGINAL LESSOR to object to any work done or material used, or the method of construction or installation, shall not be construed as an admission of responsibility by the ORIGINAL LESSOR or SUB-LESSOR or as a waiver of any of SUB-LESSEE's obligations under this Sub-Lease.

7.4 All work performed by SUB-LESSEE, or SUB-LESSEE contractor(s), pursuant to Section 7 shall be subject to the written approval of the ORIGINAL LESSOR's Chief Engineer or his duly authorized representative.

8. Service and Utilities. The ORIGINAL LESSOR will be under no obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with SUB-LESSEE use and occupancy of the premises. The SUB-LESSOR shall bear all costs of utilities used on the premises, including heat, electricity, hot water and sewer use charges. SUB-LESSEE shall reimburse SUB-LESSOR for any utilities SUB-LESSEE uses.

9. Adjacent Areas. Except as provided in Section 10 hereafter, SUB-LESSEE shall not use, for utility lines or otherwise, any property of the ORIGINAL LESSOR and SUB-LESSOR other than the premises herein leased without first obtaining ORIGINAL LESSOR's prior written consent and complying with all requirements of the ORIGINAL LESSOR applicable thereto.

10. Ingress and Egress. The ORIGINAL LESSOR, SUB-LESSOR and SUB-LESSEE shall have the right to use, in common with SUB-LESSOR and others authorized by SUB-LESSOR, existing driveway(s) or other property designated by SUB-LESSOR as means of Ingress to and Egress from the premises. SUB-LESSOR shall be under no obligation with respect to the condition or maintenance of said driveway(s) or other property, and SUB-LESSEE use of same shall be subject to all of the covenants, terms and conditions of this Sub-Lease.

11. Pipe and Wire Lines. The ORIGINAL LESSOR shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair, renew and remove the same.

12. Claim of Title.

12.1 SUB-LESSEE shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this Sub-Lease for any length of time give rise to any right, title or interest in or to the premises, other than the Sub-Leasehold herein created.

12.2 SUB-LESSEE shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers in respect to any construction,

alteration and/or repair in and to the demised premises, and any improvements thereof. Further, SUB-LESSEE shall have no authority to create any liens for labor or material on or against SUB-LESSOR or the ORIGINAL LESSOR's interest in the premises and shall specify in all contracts let by SUB-LESSEE for any construction, erection, installation, alteration, maintenance or repair of any building or other improvement on the premises.

13. Termination, Notices and Removal.

13.1 This Sub-Lease may be terminated by either party at any time upon not less than thirty (30) days' notice in writing sent by registered or certified mail to the other party. However, in the event of a breach of any of the covenants, terms and conditions hereof by SUB-LESSEE, SUB-LESSOR shall have the right to terminate this Sub-Lease immediately.

13.2 Should original LESSOR terminate its lease with SUB-LESSOR, this Sub-lease between SUB-LESSOR and SUB-LESSEE shall also terminate.

13.3 Should SUB-LESSOR default on their lease terms to the ORIGINAL LESSOR, SUB-LESSEE may contact ORIGINAL LESSOR in efforts to step-in for SUB-LESSOR, correct the default of SUB-LESSOR, and take SUB-LESSOR'S role in the original land lease agreement dated October 26, 2011, No. 35-04380.

13.4 All notices and communications concerning this Sub-Lease shall be addressed to SUB-LESSOR or the SUB-LESSEE at their respective addresses hereinabove set forth or at such other, the ORIGINAL LESSOR, address as either party may designate in writing to the other party.

13.5 Upon termination of this Sub-Lease by expiration of term or any other reason, SUB-LESSEE shall remove all buildings or structures (except tracks, rail facilities and other designated property of the ORIGINAL LESSOR), within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the premises shall be restored by SUB-LESSEE to a condition satisfactory to the ORIGINAL LESSOR, including the removal of all structures and facilities whether on the surface or underground) to ground level, and the filing of all excavations and holes, which shall be tamped, compacted and graded uniformly. If SUB-LESSEE shall fail to make the removal in the manner and time set forth herein, after notice to do so, SUB-LESSOR or the ORIGINAL LESSOR may remove said buildings, structures, and/or facilities and make said restoration, all at the sole risk, cost and expense of SUB-LESSEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.6 If SUB-LESSEE shall fail to make removal of any such property, SUB-LESSOR or the ORIGINAL LESSOR shall have the option to elect and notify SUB-LESSEE that all right, title and interest of SUB-LESSEE in certain building(s), structure(s) and/or facility(ies) shall be forfeit and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.7 If SUB-LESSEE shall fail to make removal of any such property, the ORIGINAL LESSOR shall have the further option to elect and notify SUB-LESSEE that all right, title and interest of SUB-LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in the ORIGINAL LESSOR as of the date of notice of such election.

13.8 In the event that SUB-LESSEE prepays monthly or annual rentals in advance and this Sub-Lease is terminated by notice of either party (other than for breach or cause), SUB-LESSOR shall refund to SUB-LESSEE the proration of any prepaid base rental and taxes paid in advance, which SUB-LESSEE shall accept in full settlement, satisfaction and discharge of the remainder of the term or period.

14. **Lessor.** The term "the ORIGINAL LESSOR" as used in Section 14 hereof shall include any other company or companies whose property at the aforesaid location may be leased or operated by ORIGINAL LESSOR.

15. **Insurance.** Prior to commencement of occupation or use of the premises/track for activities provided herein, SUB-LESSEE, at its sole cost and expense, shall procure and shall maintain during continuance of this Sub-Lease Public Liability Insurance covering liability assumed by SUB-LESSEE under this Sub-Lease with a combined single limit of not less than Two Million (\$2,000,000.00) Dollars for personal injury and property damage per occurrence. SUB-LESSEE shall furnish the ORIGINAL LESSOR's Director Real Estate, 100 East First Street, Brewster, Ohio 44613 a certificate of insurance referring to this Sub-Lease by date, name of SUB-LESSOR, description of Sub-Lease and location covered. The certificate shall be endorsed to provide for thirty (30) days' notice to said Director Real Estate prior to termination of or change in the coverage provided. If a higher limit of liability is required by the ORIGINAL LESSOR, the ORIGINAL LESSOR shall provide SUB-LESSEE written notice of the limit required and within thirty (30) days thereafter SUB-LESSEE shall provide revised certificate of insurance for the increased required limit. Furnishing of this insurance by SUB-LESSEE shall not limit SUB-LESSEE liability under this Sub-Lease but shall be additional security there for. SUB-LESSOR shall be named as an additional insured on said policy.

16. **Condemnation.** Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Sub-Lease, at the option of SUB-LESSOR or the ORIGINAL LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to SUB-LESSEE, except to the extent of any specific award from the governmental authority for improvements and/or facilities of SUB-LESSEE. SUB-LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Sub-Lease or SUB-LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of SUB-LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

17. **Successors and Assigns.**

17.1 The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of SUB-LESSOR and the ORIGINAL LESSOR and the successors and assigns of SUB-LESSEE.

17.2 However, SUB-LESSEE shall not transfer, assign, encumber or sublet this Sub-Lease or any part of the premises or any part of the premises or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate as approved by SUB-LESSOR. This covenant shall also apply whether such sale or transfer is made voluntarily by SUB-LESSEE or involuntarily in any proceeding at law or in equity to which SUB-LESSEE may be a party whereby any of the rights, duties and obligations of SUB-LESSEE shall be sold, transferred, conveyed, encumbered, abrogated or in any manner altered, without the prior notice to and consent of the ORIGINAL LESSOR and SUB-LESSOR. In the event of any such unauthorized sale, transfer, assignment, sublease or encumbrance of this Sub-Lease, or any of the rights and privileges hereunder, the ORIGINAL LESSOR or SUB-LESSOR, at its option, may immediately terminate this Sub-Lease by giving SUB-LESSEE or any such assignee written notice of such termination and LESSOR or SUB-LESSOR may thereupon enter and retake possession of the premises.

18. **Severability.** It is understood and agreed that this Sub-Lease is executed by all parties under current interpretation of any and all applicable federal, state, county, municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof for the determination of legality so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable

for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained or any other combination thereof.

19. **Breach or Waiver.** If under the provisions hereof SUB-LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of SUB-LESSOR's rights hereunder. No waiver by SUB-LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by SUB-LESSEE or receipt by SUB-LESSOR of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and SUB-LESSOR may accept such check or payment without prejudice to SUB-LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Sub-Lease. No re-entry by SUB-LESSOR after a breach shall be considered an acceptance of a surrender of the Sub-Lease.

20. **Train Protection.** In case of any construction work which may be performed by the SUB-LESSEE at or near the ORIGINAL LESSOR's tracks or facilities, the SUB-LESSEE agrees to notify SUB-LESSOR and the ORIGINAL LESSOR forty-eight (48) hours in advance and further agrees to pay the cost of such supervision or train protection as, in the sole discretion of the ORIGINAL LESSOR, may be necessary or proper for the safe operation of trains.

21. **Snow and Ice Removal.** It is hereby understood and agreed that the ORIGINAL LESSOR shall not at any time be responsible for the removal of snow and/or ice on or about the leased premises. Such snow and/or ice removal shall be at the sole risk and expense of the SUB-LESSOR and shall be performed in such a manner so as not to obstruct or interfere with any of the ORIGINAL LESSOR's operations on or about the leased premises, including the ORIGINAL LESSOR's own snow removal operations. In carrying out the foregoing, the SUB-LESSOR shall not plow, place, dump or deposit snow onto or upon the property of the ORIGINAL LESSOR, nor shall the SUB-LESSEE permit nor tolerate any of the foregoing.

22. **Fiber Optics.** It is the responsibility of the SUB-LESSEE to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the Railway's property and right-of-way. Any damage to or disruption of any fiber optic cable will be the sole responsibility of SUB-LESSEE, which will indemnify and hold harmless the Railway for any expenses resulting therefrom. Before any construction may commence, the following number, where applicable, must be called: **DIG SAFE 1-800-362-2764** provided that calling such number or numbers shall not release or otherwise diminish the remaining obligations of SUB-LESSEE hereunder.

23. **Environmental Compliance.**

23.1 SUB-LESSEE represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Sub-Lease is entered into, the condition of the premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water and air.

23.2 Without limiting any other provisions of this Sub-Lease, SUB-LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air.

23.3 Without limiting any other provision this Sub-Lease, SUB-LESSOR and ORIGINAL LESSOR shall have the right to enter and inspect the Premises in order to determine whether SUB-LESSEE is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the SUB-LESSOR or the ORIGINAL LESSOR shall be construed to relieve SUB-LESSEE of its obligations to comply with all such laws, rules or regulations.

24. **Quiet Enjoyment.** Nothing herein contained shall imply or import a covenant on the part of SUB-LESSOR or ORIGINAL LESSOR of quiet enjoyment.

25. **Hold-Over Clause.** If SUB-LESSEE, with consent of SUB-LESSOR, holds over and remains in possession of demised premises after expiration of said term, this Sub-Lease shall be considered as renewed and shall continue in effect upon the same terms and conditions as are herein contained until terminated by either party giving the other written notice of intention to terminate same in the manner herein provided and with like effect.

26. **Notices.** Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to SUB-LESSOR:

CITY OF KENT, OHIO
c/o City Manager
319 South Water Street
Kent, Ohio 44240

As to SUB-LESSEE:

HAYMAKER FARMERS' MARKET

(Print Mailing Address)
Kent, Ohio 44240

As to ORIGINAL LESSOR:

AKRON BARBERTON CLUSTER RAILWAY COMPANY
100 East First Street
Brewster, OH 44613

27. **General Provisions.**

27.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement.

27.2 This Agreement shall be governed by the laws of the State of Ohio.

27.3 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

27.4 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, agreements or representations.

27.5 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

III. EXECUTION

IN WITNESS THEREOF, the parties hereto have caused this Sub-Lease to be executed, in duplicate as of the day and year first above written.

WITNESS:

HAYMAKER FARMERS' MARKET

By _____

Print Name / Title

Date: _____

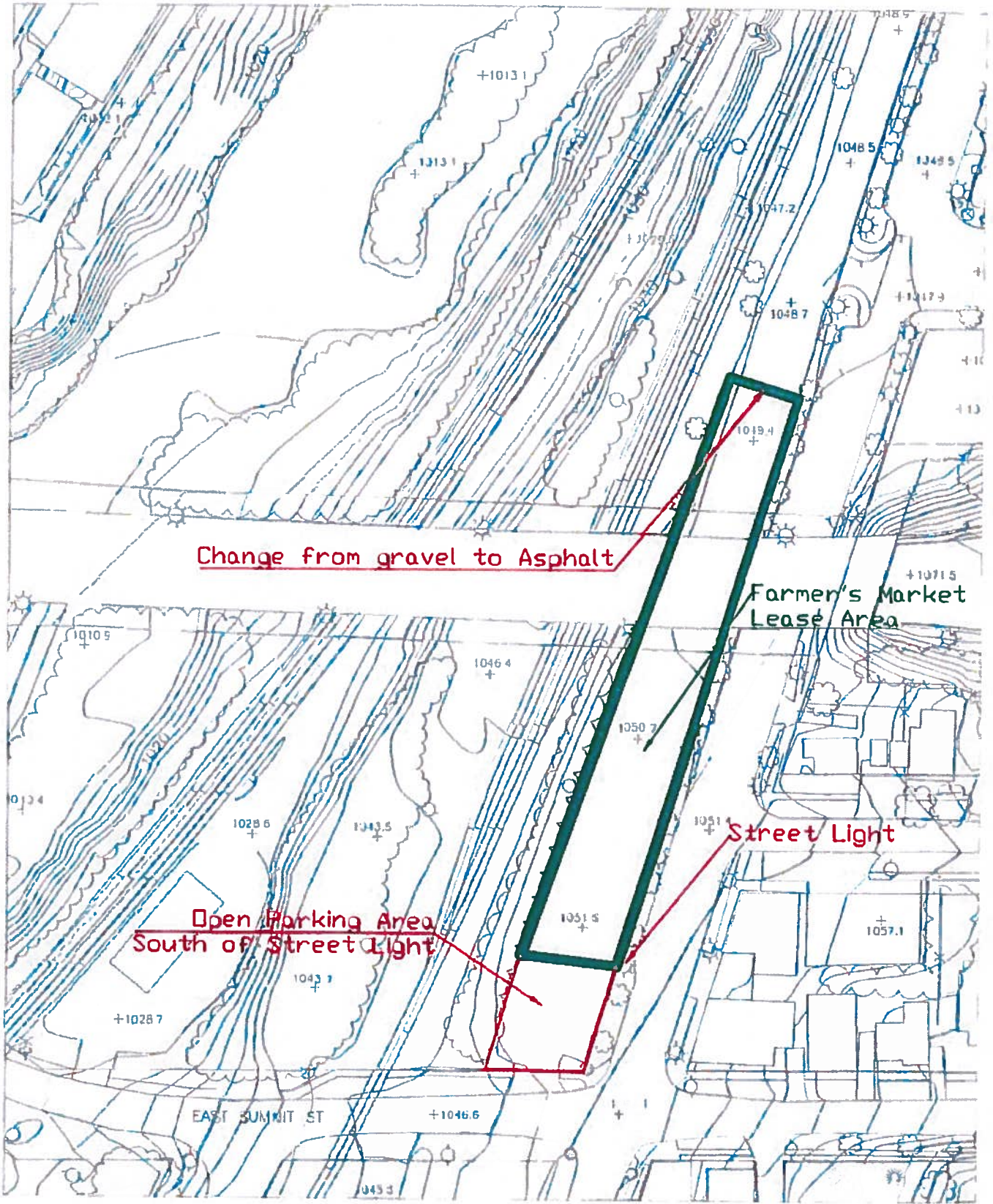
WITNESS:

CITY OF KENT, OHIO

Dave Ruller, City Manager

APPROVED TO FORM

James R. Silver, Law Director



Farmers Market Exhibit "A"



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 22, 2017
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BSD*
RE: Purchase Agreement-Sale of City Parcels, Gougler Avenue

Between 1995 and 2000, the City of Kent acquired a total of six vacant properties, located on the east and west sides of Gougler Avenue, as part of the City's commitment to redeveloping the West River Neighborhood.

The six parcels were land banked for possible future development as parking areas and have been held by the City for almost 20 years. The recent transition in the ownership and operations at 315 Gougler Avenue has created an opportunity for the City to sell the parcels to the new property owners to support their business needs, while still allowing for the establishment of new surface parking areas that will be available for use by the public.

I am respectfully requesting time at the April 5, 2017 Committee session to discuss the proposed sale of the six parcels to Bob and Ryan Cene, the new owners of 315 Gougler Avenue, in greater detail and to request Council's authorization, with emergency, for the City Manager to execute the purchase agreement.

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

Thank you.

Attachment

Cc: Jim Silver, Law Director
Tom Wilke, Economic Development Director
Tara Grimm, Clerk of Council

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL ESTATE**

This Agreement is made and entered into by and between the CITY OF KENT, OHIO, a municipal corporation, whose address is 319 South Water Street, Kent, Ohio 44240, hereinafter referred to as ("SELLER"), and the 315 RFK, LLC, whose address is 3770 Starr Centre Dr. Canfield OH 44406 hereinafter referred to as ("BUYER"). In consideration of the mutual promises of SELLER and BUYER herein contained, and subject to the terms and conditions hereinafter set forth, SELLER and BUYER agree as follows:

1. **THE PREMISES:** SELLER agrees to sell and convey to BUYER, and BUYER agrees to purchase from SELLER the six (6) parcels of real property on Gougler Avenue, Kent, Ohio being parcel numbers 17-025-30-00-002-000, 17-025-10-00-059-000, 17-025-10-00-059-002, 17-025-10-00-061-000, 17-025-10-00-079-000, 17-025-10-00-080-000, and as further described on Exhibit "A" hereto, together with all improvements thereon, all appurtenant rights, privileges, easements and fixtures with respect thereto all as is and in their present condition, all of the foregoing being hereinafter referred to as the Premises.

2. **PURCHASE PRICE:** BUYER agrees to pay for the six (6) parcels the amount of Two Hundred Thousand (\$200,000.00) as follows: BUYER will borrow the purchase price monies from the SELLER. SELLER will hold a promissory note and mortgage on said six (6) parcels for the \$200,000.00 sale price. 315 RFK, LLC, joint and severally, its successors, assigns, heirs and/or representatives (hereinafter referred to as "Borrowers"), will execute the documents necessary to secure its promise to pay to the CITY OF KENT (the "City"), the principal amount of Two Hundred Thousand Dollars (\$200,000.00), in lawful money of the United States of America, with interest on the unpaid principal balance of this Term Loan Note from time to time outstanding, payable in like money, at a rate per annum from the date of delivery hereof equal to seventy five percent (75%) of the Prime Rate as established by the City's loan servicing representative, with the interest rate changing annually and automatically with each such change in the Prime Rate as of May 1st of each year, with a maximum interest rate of six percent (6%) per annum. After maturity or upon the occurrence of an Event of Default until paid, interest shall accrue at the rate per annum equal to three percent (3%) in excess of the Prime Rate. "Prime Rate" means the interest rate publicly announced by the Wall Street Journal as its Prime Rate or equivalent designation on May 1st of each year. Commencing on May 1, 2017, principal and interest hereon shall be due and payable initially in fourteen (14) installments due on the first days of May and November and shall continue thereafter until payment in full of this Term Loan Note with a final balloon payment due November 1, 2023 for the remaining balance due. The first payment, due May 1, 2017, will be in the amount of \$9,876.44. The current rate of seventy five percent (75%) of prime is 2.8125%. The first thirteen (13) payments hereon shall automatically be adjusted to an amount equal to amortize the loan over twelve (12) years with each change in the Prime Rate.

3. **DEED:** At closing SELLER shall deliver or cause to be delivered to BUYER or BUYER'S nominee a good and sufficient Limited Warranty Deed conveying marketable title to the Premises, with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever except:

- (i) All legal highways; and
- (ii) Zoning and building rules, regulations, and ordinances of any governmental authority; and
- (iii) Undetermined taxes and assessments for the current calendar year; and
- (iv) Restrictions, conditions, and easements of record, shown in the commitment and accepted or waived by BUYER in accordance with paragraph 10 hereof.

4. **REAL ESTATE TAXES AND ASSESSMENTS:** All delinquent real estate taxes, assessment installments, and all interest and penalties thereon, shall be paid by SELLER. Taxes shall be prorated between SELLER and BUYER on a calendar year basis as of the date of the recording of the Deed and shall be based upon the last available tax rate and valuation. Special assessments, if any, certified to the County Auditor shall likewise be prorated on a calendar year basis as of the date of the recording of the Deed. BUYER shall assume and pay all special assessments certified to the County Auditor from and after the date of the recording of the Deed.

5. **UTILITIES:** Utilities shall be the responsibility of the SELLER up to and until the date of closing. BUYER shall be responsible for utilities after the date of closing.

6. **SURVEY:** In the event that a survey is required to transfer title to the Premises to BUYER, SELLER shall, at its cost, provide such survey prior to the closing so that title may be transferred to BUYER at closing. Surveys requested by BUYER shall be at BUYER'S expense.

7. **POSSESSION:** BUYER shall be entitled to possession of the Premises immediately upon the closing of this transaction.

8. **TITLE AND TITLE INSURANCE:** Within seven (7) days after this Agreement is approved by the SELLER, the Escrow Agent shall do a title search of the Premises and issue a commitment to BUYER for an Owner's Policy of Title Insurance ("Commitment"). The Commitment shall have no exceptions to coverage for labor, mechanics, or materialman's liens or for encroachments or other encumbrances that would be revealed by allocation survey. The Escrow Agent shall cause a copy of the Commitment together with all documents referred to in the Commitment to be delivered to both BUYER and SELLER. If such Commitment shows exceptions, conditions, restrictions, easements, liens, or encumbrances which BUYER deems objectionable, BUYER may, within five (5) days after receipt of the Commitment notify SELLER of BUYER'S objections. SELLER shall have a reasonable time, not to exceed thirty (30) days, to cure the objections. If SELLER cannot, or will not, correct such objections within such period of time, SELLER shall notify BUYER within said thirty (30) day period that it cannot or will not correct such objection. If SELLER cannot or will not correct such objection BUYER may waive its objections and accept the Premises subject to the conditions disclosed by the Inspections without reduction in the Purchase Price. BUYER shall make its election to waive its objections within five (5) days after SELLER notifies BUYER that it cannot, or will not, correct such conditions. If BUYER fails to waive its objections within said period of time, this Agreement shall automatically terminate. At closing the Escrow Agent shall issue a final Owner's Title Insurance Policy to BUYER in the amount of the purchase price subject only to

those items shown in the Commitment and agreed to or waived by the BUYER as provided above. If the Escrow Agent is unable to issue the Policy, BUYER may terminate this Agreement.

9. SELLER'S REPRESENTATION AND WARRANTIES: SELLER has no representations to BUYER except:

- A. The Premises are not subject to any unrecorded leases, easements, licenses, or rights except those identified herein; and
- B. No persons other than SELLER have any right to possess or occupy the Premises; and
- C. To the best of SELLER'S knowledge no conditions exist on the Premises which would constitute a health, building or zoning code violation, or a public nuisance; and
- D. To the best of SELLER'S knowledge there are not now any underground tanks on the Premises. If any tanks are discovered after closing, SELLER shall be responsible for the costs of removal, provided they are required to be removed under the Ohio Administrative Code 1301:7; and
- E. To the best of SELLER'S knowledge, no hazardous or toxic substance or material has been discharged, released, or existed in, on, at, or from the Premises in a quantity or condition which would violate any environmental law, rule, regulation, require any clean up, removal, disposal or remediation; and
- F. SELLER is a municipal corporation duly organized and validly existing under the laws of the State of Ohio; and
- G. SELLER has the full power and authority to enter into this Agreement and perform its obligations hereunder; and
- H. All actions necessary to authorize SELLER to enter into this Agreement and perform its obligations hereunder have been duly taken; and
- I. The person(s) signing this Agreement on behalf of SELLER is the person duly authorized to do so, and when so signed this Agreement shall be a valid and binding obligation of SELLER; and
- J. SELLER shall immediately inform BUYER upon becoming aware of any information which would make any warranty, representation or

covenant of SELLER contained herein false or misleading in any material respect.

The foregoing representations and warranties shall expire thirty-six (36) months after the date of closing.

10. BUYER'S WARRANTIES:

- A. BUYER is a Limited Liability Company duly organized and validly existing under the laws of the State of Ohio; and
- B. BUYER has the full power and authority to enter into this Agreement and perform its obligations hereunder; and
- C. All actions necessary to authorize BUYER to enter into Agreement and perform its obligations hereunder have been duly taken; and
- D. The person(s) signing this Agreement on behalf of BUYER is the person duly authorized to do so, and when so signed this Agreement shall be a valid and binding obligation of BUYER; and
- E. BUYER shall immediately inform SELLER upon becoming aware of any information which would make any warranty, representation or covenant of BUYER contained herein false or misleading in any material respect.

11. PROPERTY "AS IS": Other than the warranties listed in Section 9, this property is being purchased "as is". BUYER has the right to inspect the premises within twenty (20) days of execution of this Agreement. SELLER shall make the property available to whomever BUYER wants to inspect the property. Any inspections shall be done at BUYER'S expense. Should an inspection uncover a condition that is unacceptable to BUYER, BUYER shall report the condition to SELLER. SELLER can choose to correct the condition or can choose not to correct this condition. If no repairs are made by SELLER, BUYER may void this Agreement.

12. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE: BUYER'S obligation to purchase the Premises pursuant to this Agreement is conditioned upon and subject to each of the following:

- A. PARCEL A as shown on the attached Exhibit "A" shall be used for the building located at Gougler Avenue, Kent, Ohio as access to a loading deck and for some parking.

- B. PARCELS B, C, D, E and F shall be used as a parking lot. Said parking lot shall be improved and constructed by December 31, 2019. Said parking lot shall be open to the public for use after 5:00 p.m. until 3:00 a.m. on weekdays, and from 6:00 a.m. to 3:00 a.m. on weekends and federal holidays. Should the parking lot not be built by December 31, 2019, the City shall have the option of purchasing lot B, C, D, E, and F back from the BUYER for \$75,000.00. SELLER shall exercise said option by sending a letter to BUYER expressing the intent of the SELLER herein to take the five (5) parcels in question back from the BUYER for the \$75,000.00 purchaser paid. The return of the parcels to the SELLER shall be completed within one hundred twenty days (120) of the date of the letter. BUYER shall do whatever is necessary to return said parcels to SELLER if the construction has not commenced.

- C. Title Insurance: SELLER has accepted the Commitment or waived its objection to the Commitment and at closing the Escrow Agent is in a position to issue an Owner's Policy of Title Insurance to BUYER in accordance with this Agreement.

- D. SELLER'S Warranties: SELLER warranties are true as of the date of closing.

- E. SELLER'S Performance: SELLER delivers title to and possession of the Premises to BUYER at closing in accordance with the terms of this Agreement.

13. **CLOSING:** Unless this Agreement has been terminated as provided herein, this transaction shall be fully closed on or before May 1, 2017. All funds and documents relating to this transaction shall be deposited with the Escrow Agent not later than the aforesaid closing date.

14. **SELLER'S CLOSING COSTS:** From the funds due SELLER there shall be deducted and paid:

- A. Legal fees incurred for SELLER, if any; and
- B. Liens and taxes not assumed by BUYER; and
- C. Pro-rations due BUYER; and
- D. Recording fees for the cancellation of mortgages and liens not assumed by BUYER; and
- E. The cost of any survey necessary to transfer title to the Premises to BUYER; and
- F. The cost of the title search and title insurance premium; and
- G. One half (1/2) of the escrow fee; and
- H. Other costs to be paid by SELLER under this Agreement.

15. BUYER'S CLOSING COSTS: At or before the closing, BUYER shall pay or cause to be paid the following:

- A. One half (1/2) the cost of the escrow fee; and
- B. The Auditor's conveyance fee (transfer tax); and
- C. Deed preparation fee; and
- D. Recording fees to record the deed and any mortgage; and
- E. Costs of any survey not necessitated by the Portage County Tax Map Department; and
- F. Other costs to be paid by BUYER under this Agreement.

16. ESCROW AGENT: The Escrow Agent shall be the Diamond Title Company located at 4030 State Route 43, #201, Brimfield, Ohio 44240, phone #330-673-4900. Each of the parties agrees to execute the Escrow Agents standard letter of escrow, provided said agreement does not alter the terms of this Agreement, and each party agrees to provide to the Escrow Agent all information and documentation requested by the Escrow Agent to close the transaction.

17. TIME OF THE ESSENCE: Time is of the essence concerning all matters to be performed by SELLER and BUYER hereunder and if either fails to perform its obligations under this Agreement within the time required by the terms hereof, the other shall be entitled to damages occasioned by the failure to perform and/or specific performance.

18. APPLICABLE LAW: This Agreement is made and entered into in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio.

19. NOTICES: All notices required hereunder or by applicable law shall be in writing and shall be deemed delivered when either personally delivered to the party to whom it is directed or when mailed by certified mail return receipt requested postage prepaid to the person and address set forth at the beginning of this Agreement or to such other address as a party hereto may designate in writing as provided herein. SELLER and BUYER shall provide the Escrow Agent with copies of all notices or other communications by notifying the Escrow Agent in accordance with the terms hereof.

20. NO BROKERS: SELLER and BUYER each warrant and covenant unto one and other that no real estate broker or agent was involved in this transaction and that each covenants to indemnify and hold the other absolutely harmless from any claim or demand by any person for any real estate fee or commission.

21. REMEDIES: In the event that SELLER or BUYER defaults in the performance of the terms and conditions of this Agreement, the non-defaulting party shall have all rights and remedies available to it at law or in equity under the laws of the State of Ohio with respect to such default, specifically including but not limited to the right to recover from the defaulting party all costs and expenses, including reasonable attorney's fees to the extent


permitted by law, incurred by the non-defaulting party as a result of such default. All rights and remedies of the parties are cumulative and may be exercised concurrently or consecutively and as often as the occasion therefore arises. This provision shall survive the termination of this Agreement and the consummation of the transactions contemplated herein.

22. **WAIVER AND AMENDMENT:** The terms and conditions of this Agreement may be amended with, and only with, the express written consent of both SELLER and BUYER. No provision of this Agreement shall be waived, or deemed to be waived, unless such waiver is in writing and signed by the party entitled to waive such provision. The mere failure or delay of any party to enforce any term or provision of this Agreement, or to exercise any right or remedy with respect thereto shall not be deemed to be a waiver of such provision or any such right or remedy.

23. **BINDING EFFECT:** This Agreement shall be binding upon and shall inure to the benefit of SELLER and BUYER and their respective heirs, executors, administrators, successors, and assigns.

24. **DATE OF THIS AGREEMENT.** For all purposes the date of this Agreement shall be the date of the last signature to this Agreement by SELLER or BUYER.

BUYER
315 RFK, LLC


By: Robert J. Cene, Jr., Its: Managing Member
Date: 5 March 2017

SELLER
CITY OF KENT, OHIO

By: David Ruller, Its: City Manager
Date: _____

APPROVED AS TO FORM:

James R. Silver, Law Director
City of Kent

Exhibit

“A”

Portage County, Ohio - Property Record Card
 Parcel: 17-025-30-00-002-000
 Card: 1

GENERAL PARCEL INFORMATION

Owner KENT DOWNTOWN COMMUNITY URBAN
 REDEVELOPMENT CORP
 Property Address GOUGLER
 Mailing Address 142 N WATER ST
 142 N WATER ST
 KENT OHIO 44204
 Land Use KENT COMMERCIAL - VACANT LAND
 Legal Description LOT 25 SD-90



A sketch is unavailable for this parcel.

VALUATION

	Appraised	Assessed
Land Value	\$71,200.00	\$24,920.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value	\$24,920.00	

RESIDENTIAL

LAND

Land Type	Acreage	Depth	Frontage	D. Factor	Value
S1 - Primary Site	0.478	0	0	0	71210

ADDITIONS

IMPROVEMENTS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value

SALES

COMMERCIAL

Date	Buyer	Seller	Price
9/30/2003	KENT DOWNTOWN	KENT DOWNTOWN	0
9/30/2003	KENT DOWNTOWN	**PARCEL SPLIT	0
9/30/2003	**PARCEL SPLIT	KENT DOWNTOWN	0
3/21/2003	KENT DOWNTOWN	**PARCEL COMBINATION	0
3/21/2003	**PARCEL COMBINATION	KENT DOWNTOWN	0
9/29/1985	KENT DOWNTOWN	Unknown	150000

Portage County, Ohio - Property Record Card
 Parcel: 17-025-10-00-059-000
 Card: 1

GENERAL PARCEL INFORMATION

Owner KENT CITY OF OHIO THE
 Property Address MANTUA
 Mailing Address 319 S WATER ST
 KENT OH 44240
 Land Use 640 - EXEMPT PROP OWN BY
 MUNICIPALITIES
 Legal Description E & U LOT 25 & 30



A photo is unavailable for this parcel.

VALUATION

	Appraised	Assessed
Land Value	\$40,000.00	\$14,000.00
Improvements Value	\$0.00	\$0.00
CALV Value	\$0.00	\$0.00
Taxable Value	\$14,000.00	

LAND

Land Type	Acreage	Depth	Frontage	D. Factor	Value
G1 - Units	0.335	0	0	0	40000

ADDITIONS

IMPROVEMENTS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value

SALES

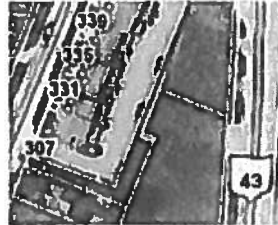
COMMERCIAL

Date	Buyer	Seller	Price
4/11/2013	CITY OF KENT OHIO THE	KENT DOWNTOWN URBAN 0	
5/6/2005	KENT DOWNTOWN URBAN	**PARCEL RE-PLATTED 0	
5/6/2005	--PARCEL RE-PLATTED	KENT DOWNTOWN URBAN 0	
6/30/2004	KENT DOWNTOWN URBAN	**PARCEL RE-PLATTED 0	
6/30/2004	**PARCEL RE-PLATTED	KENT DOWNTOWN URBAN 0	
1/26/1998	KENT DOWNTOWN URBAN	CONDLEY KATHERINE 85000	
1/26/1998	CONDLEY KATHERINE	Unknown 0	

Data For Parcel 17-025-10-00-059-002

Base Data

Parcel: 17-025-10-00-059-002
Owner: KENT CITY OF
Address:



[+] Map this property.

Tax Mailing Address

Tax Mailing Name: CITY OF KENT
Address: 325 S DEPEYSTER ST
City State Zip: KENT OH 44240

Owner Address

Owner Name: KENT CITY OF
Address: 319 S WATER ST
City State Zip: KENT OH 44240

Geographic

City: KENT CITY
Township:
School District: KENT C.S.D.

Legal

Legal Acres: 0.002	Homestead Reduction: NO
Legal Description: E & U LOT 25	2.5% Reduction: NO
Land Use: 640 - EXEMPT PROP OWN BY MUNICIPALITIES	Foreclosure: NO
Neighborhood: 23001	Board of Revision: NO
Number Of Cards: 0	New Construction: NO
Annual Tax (Does not include delinquencies.): \$0.00	Divided Property: NO
Map Number:	Routing Number:

Report Discrepancy

GIS parcel shapefile last updated 3/7/2017 11:07:30 PM.
 CAMA database last updated 3/8/2017 3:37:10 AM.

Portage County, Ohio - Property Record Card
 Parcel: 17-025-10-00-061-000
 Card: 1

GENERAL PARCEL INFORMATION

Owner: KENT DOWNTOWN COMMUNITY URBAN
 Property Address: REDEVELOPMENT CORP
 Mailing Address: 305 MANTUA
 142 N WATER ST
 559 RESIDENTIAL VACANT LAND
 Land Use: 559 RESIDENTIAL VACANT LAND
 Legal Description: E & U LOT 25 SD-7



Aerial is unreliable for the parcel.

VALUATION

	Appraised	Assessed
Land Value	\$25,100.00	\$8,790.00
Improvements Value	\$0.00	\$0.00
CALV Value	\$0.00	\$0.00
Taxable Value	\$8,790.00	\$8,790.00

RESIDENTIAL

LAND

Land Type	Acres	Depth	Frontage	D. Factor	Value
L1 - Regular Lot	0.1753	128	60	103	25100

ADDITIONS

IMPROVEMENTS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value

SALES

Date	Buyer	Seller	Price
6/12/2000	KENT DOWNTOWN	LANEY CLIFFORD WAYNE	95000
10/18/1998	LANEY CLIFFORD WAYNE	Unknown	0

COMMERCIAL

Portage County, Ohio - Property Record Card
 Parcel: 17-025-10-00-079-000
 Card: 1

GENERAL PARCEL INFORMATION

Owner: KENT DOWNTOWN COMMUNITY URBAN
 Property Address: REDEVELOPMENT CORP
 Mailing Address: 238 GOUGLER
 142 N WATER ST
 5551 RESIDENTIAL VACANT LAND
 Land Use: 5551 RESIDENTIAL VACANT LAND
 Legal Description: LOT 25 SD-84 56.00 FT ON RIVER STREET



A sketch is unavailable for this parcel.

VALUATION

	Appraised	Assessed
Land Value	\$18,500.00	\$6,480.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value	\$6,480.00	

RESIDENTIAL

LAND

Land Type	Acreage	Depth	Frontage	D. Factor	Value
L1 - Regular Lot	0.095	69	60	76	18520

ADDITIONS

IMPROVEMENTS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
10/13/1995	KENT DOWNTOWN	Unknown	65000

COMMERCIAL

Portage County, Ohio - Property Record Card
 Parcel: 17-025-10-00-080-000
 Card: 1

GENERAL PARCEL INFORMATION

Owner: KENT CITY OF
 Property Address: 300 GOUGLER
 Mailing Address: 325 S DEPEYSTER ST
 KENT OH 44240
 Land Use: 640 - EXEMPT PROP OWN BY MUNICIPALITIES
 Legal Description: LOT 25 SD-84 & E&U LOTS 4-5-6-7 REAR F 190.83



A sketch is unavailable for this parcel.

VALUATION

	Appraised	Assessed
Land Value	\$91,700.00	\$32,100.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value	\$32,100.00	

RESIDENTIAL

LAND

Land Type	Acreage	Depth	Frontage	D. Factor	Value
L1 - Regular Lot	0.1202	97	54	0	25520
L1 - Regular Lot	0.3149	108	127	0	63350
L2 - Rear Lot	0.0984	70	60	0	2840

ADDITIONS

IMPROVEMENTS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value

SALES

Date	Buyer	Seller	Price
5/6/2005	KENT CITY OF	KENT DOWNTOWN	0
5/6/2005	KENT DOWNTOWN	**PARCEL RE-PLATTED	180000
5/6/2005	**PARCEL RE-PLATTED	STUART PATRICIA A &	180000
6/10/2003	STUART PATRICIA A &	RICHARDSON GLADYS V	0
1/1/1990	RICHARDSON GLADYS V	Unknown	0

COMMERCIAL



Kent Health & Wellness Concept Plan

Kent, Ohio

February 8, 2017

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**Kent Health and Wellness Concept Plan
Kent, Ohio**

City of Kent Administration

Jerry T. Fiala, Mayor
David Ruller, City Manager

Kent Parks & Recreation Board

Kimberly Ball
Kelly Labajetta
John Neuzil
Pete Orlando
Debbie Smeiles

Kent City Council

Jerry T. Fiala, President of Council	Robin G. Turner, Ward 3
Melissa M. Long, Council-at-Large	John M. Kuhar, Ward 4
Michael Deleone, Council-at-Large	Heidi L. Shaffer, Ward 5
Roger B. Sidoti, Council-at-Large	Tracy Wallach, Ward 6
Garret M. Ferrara, Ward 1	Tara Grimm, Clerk of Council
Jack Amrhein, Ward 2	

Kent Department of Parks & Recreation Representatives

John Idone, Parks & Recreation Director
Nancy Pizzino, Parks & Recreation Supervisor

Consultant Team

Brandstetter Carroll Inc.

2360 Chauvin Drive
Lexington, Kentucky 40517
(859) 268-1933 VOICE
(859) 268-3341 FAX

Lawrence W. Brandstetter, AIA, President
Nancy K. Nozik, AIA, Principal-in-Charge
Philip N. Schilffarth, AIA, CID, NCARB, LEED AP
BD+C, AFO
Lynda Gates, Administrative Assistant

Architect's Project No. 16059
February 8, 2017

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**KENT HEALTH AND WELLNESS CONCEPT PLAN
KENT, OHIO**

The City of Kent has a substantial park system providing areas of both passive and active outdoor recreation activities. However, indoor, year-round activities are lacking due to limited facilities. A year-round community recreation center is a goal of the long range Master Plan and is the missing piece to providing a comprehensive parks and recreation program for the community.

The Kent Parks & Recreation Department engaged with Brandstetter Carroll, Inc. to assist in an assessment of the needs for a potential Kent Recreation Center, and to pursue a strategic partnership with a health and wellness organization.

IS IT NEEDED?

Community input was gathered through surveys and a series of stakeholder meetings. This input, along with a review of current program offerings, confirmed that there is a need for an indoor comprehensive center in the City of Kent to support senior, athletic, fitness, meeting, wellness, and community functions. The desire is to create a place for the whole community, for citizens of all ages, that is affordable.

WHAT IS INCLUDED?

The proposed space program represents 82,000sf and includes gymnasium spaces, an indoor turf field, walking track, fitness equipment areas, fitness classrooms, senior and community rooms, locker rooms, a central gathering area, administrative offices, and an allowance for up to 5,000sf for a health partner to occupy. A second phase may include additional gymnasium space as well as an indoor or outdoor swimming facility.

HOW MUCH WILL IT COST?

The study anticipates a range of \$18,000,000 to \$23,000,000 for capital costs to develop the facility. Operating costs would be in the range of \$16/sf to \$19/sf annually. Revenue is anticipated in the range of \$15.50/sf to \$20/sf over the first 5 years.

WHERE WILL IT GO?

The Parks & Recreation Department is considering two potential locations. 1) Fred Fuller Park across Middlebury Road. 2) Fairchild Fields at Fairchild Avenue and Majors Lane.

HOW WILL IT BE FUNDED?

The capital costs may be funded through a voter-approved bond levy, anticipated to be between \$80 - \$100 per year on the average home. Operating costs will be funded through user fees, partner income, and a portion of the annual recreation budget.

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I. INTRODUCTION

PROJECT BACKGROUND

The City of Kent has a substantial park system providing areas of both passive and active outdoor recreation activities. However, indoor, year-round activities are lacking as the current Kent Fitness Center provides limited indoor space. A year-round community recreation center is a goal of the long range Master Plan and is the missing piece of providing a comprehensive parks and recreation program for the community.

Since the 1990's, communities in Northeastern Ohio, as well as other parts of the region, have been constructing indoor recreation centers at the request of their citizens. Indoor activities always rank high on surveys as people look to participate year-round. In some respect, the private sector has attempted to address these needs of the marketplace with fitness centers and other "focused" offerings. However, more people seem to want a comprehensive, family oriented facility, offering a wide range of programs and features. They also want team oriented sports such as basketball, volleyball, or indoor soccer. In many communities, there is also a need for indoor water.

Recreation centers in Ohio vary in size from 50,000 to 100,000 sf, and they are an expensive proposition. At a total project cost approaching \$250 - \$300 per square foot, the costs for these centers range from \$15,000,000 to \$30,000,000. The capital cost has traditionally been funded by General Obligation Bonds, paid from city operating budgets. A second approach is through a voter approved bond levy on property tax or city income tax.

At the same time, the annual operating cost is also expensive. In Ohio, the average annual operating cost for a recreation center with indoor water is approximately \$25 per square foot, or \$1,250,000 to \$2,500,000. In order to recover a portion of these costs, cities rely on user fees, rentals, and program charges. A well-managed center will recover around 65% of operating costs, leaving the taxpayer to subsidize the balance. Other cities have teamed with third party participants such as non-profits or health care providers seeking to defray costs.

This report will examine case studies of several area recreation centers that surveyed how capital and operating costs were addressed. In addition, this study will focus on possible partners for a center in Kent, Ohio. The final outcome will be a description of what is needed in Kent plus a possible offering by a third party provider to participate. The recommendations of this report will then be submitted to the Kent City Council for their review and implementation.

SCOPE OF THE STUDY

The Kent Parks & Recreation Department engaged with Brandstetter Carroll, Inc. to assist in an assessment of the needs for a potential Kent Recreation Center, and to pursue a strategic partnership with a health and wellness organization. The Health & Wellness Concept Plan included several steps. The Preliminary Planning Phase included public engagement via an online survey as well as a series of stakeholder meetings to identify the specific needs outlined by the community. The Case Study Analysis Phase included a detailed analysis of the operations of three similar facilities within the region. The Partner Identification Phase included the preparation of a request for proposal that was sent to various interested partners. The proposals received will identify what their needs are and what type of partnership they are willing to undertake. Finally, this Final Report summarizes the results of all data gathered and provides a recommendation for the Kent Parks & Recreation Department in moving forward towards a new recreation facility.

II. NEEDS ANALYSIS AND PROGRAM RECOMMENDATIONS

DEMOGRAPHIC ANALYSIS

The City of Kent and immediate surrounding communities were reviewed based on the demographic data available from ESRI Business Analyst Solutions. Communities reviewed included Kent, Stow, Streetsboro, and Brimfield. The purpose of this review is to understand the available population that may use a new Recreation Center in Kent. Key factors include the total number of residents in each community, the number of families, the median age of residents, and the average household size, and the average household income. The tables below indicate the specific numbers from each community.

Kent	2010	2015	2020
Population	28,904	30,988	31,490
Families	4,501	4,628	4,663
Median Age	23.6	23.7	23.9
Average Household Size	2.22	2.19	2.19
Median Household Income		\$35,374	\$40,097

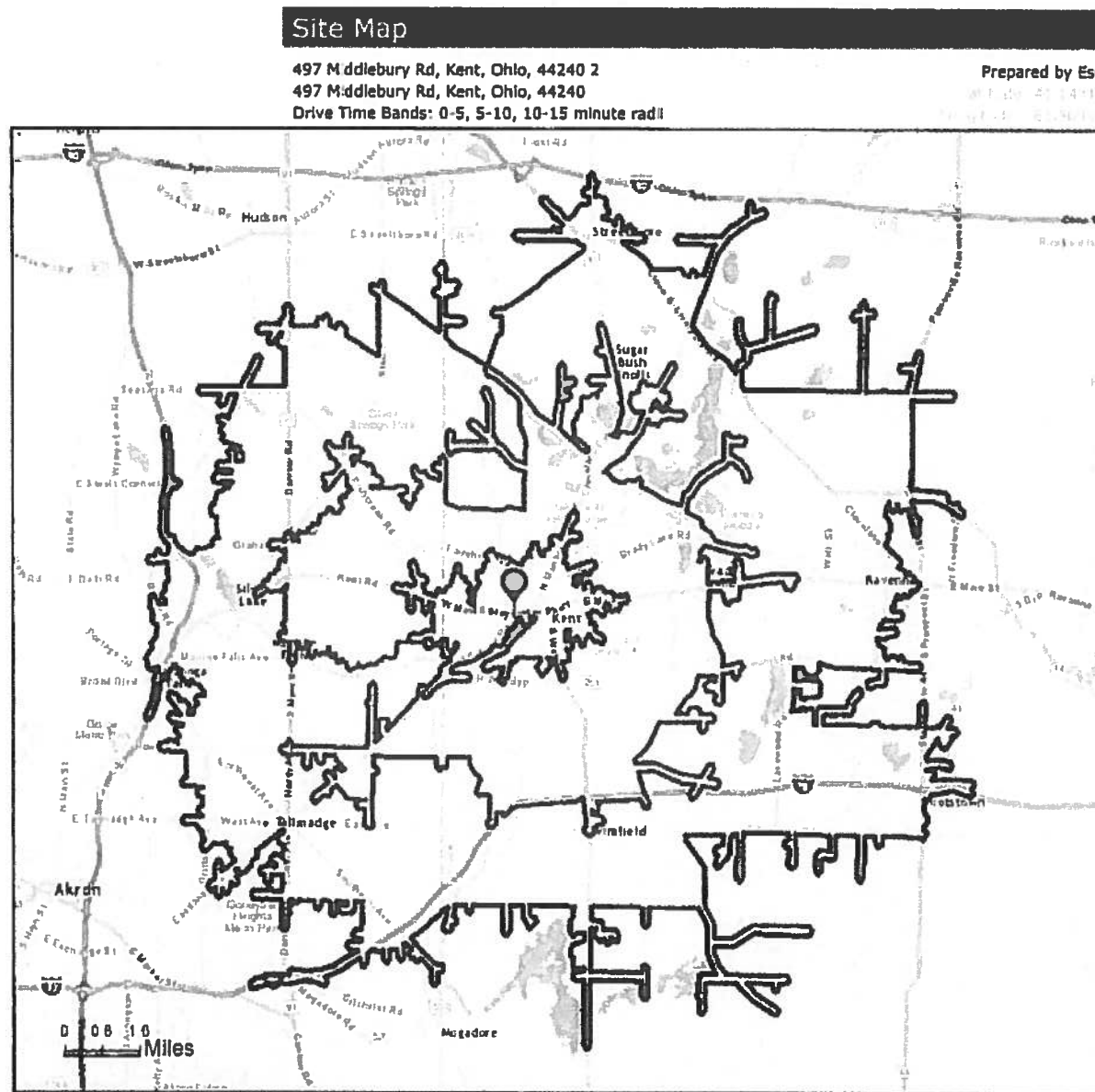
Stow	2010	2015	2020
Population	34,837	35,071	35,308
Families	9,436	9,412	9,402
Median Age	39.7	40.7	41.4
Average Household Size	2.42	2.4	2.39
Median Household Income		\$70,441	\$81,808

Streetsboro	2010	2015	2020
Population	16,028	16,240	16,642
Families	4,316	4,313	4,380
Median Age	37.8	39.4	39.8
Average Household Size	4.43	2.41	2.4
Median Household Income		\$60,731	\$73,285

Brimfield	2010	2015	2020
Population	3,343	3,442	3,584
Families	968	1,011	1,052
Median Age	38	42.1	43.4
Average Household Size	2.64	2.6	2.58
Median Household Income		\$61,251	\$76,124

The following geographic analysis examines drive times to the potential site for the Center, and the population within each of those zones.

Figure II-1: 5, 10, 15 Minute Drive Time



Drive Times	5 minutes	10 minutes	15 minutes
2016 Population	11,797	51,914	124,374
2016 Median Age			29
2016 Average Household Size	2.31	2.33	2.37
2016 Median Household Income	\$39,578	\$46,405	\$53,175
2016 US Median Household Income	\$54,149		

Summary

As in the other three Ohio cities with major regional universities (i.e. Bowling Green, Athens, and Oxford), the population data is somewhat skewed by the student population from each university. In 2015, the population of Kent was 31,000 people (rounded). The neighboring communities of Stow, Streetsboro and Brimfield were also analyzed as a comparison. Please note the significant demographic differences between these three communities and Kent. The Median Age in Kent is on average 17 years younger, the Median Household Size is approximately 13% smaller, and the Average Household Income is nearly \$29,000 less. This is therefore greatly influenced by the university students. According to the City Tax Department, it is estimated that approximately 12,000 of the 31,000 residents are KSU students. The 2016 Housing Study completed by KSU estimates 14,000 students living in Kent and surrounding areas of Franklin and Brimfield Townships. This reinforces the 12,000 assumed for the City of Kent. Based upon previous experience with smaller university cities, students should be removed from any analysis of need since they have on campus facilities at low prices. Therefore the design population from Kent people will be 19,000 people.

Demographic characteristics inside certain areas of "drive time" have also been examined. The ten minute drive time on page 3 is of most importance. This shows nearly 52,000 people in the area with higher Household Incomes and higher Household Sizes than Kent. Deducting 12,000 for the KSU students, the net population is 40,000 people. For the estimating purposes of this report, the Consultant recommends the following participation rates below. Please be advised that more detailed surveys and analysis are beyond the scope of this study, and recommended prior to any implementation. The Consultant has chosen the lower range of participation. Among Kent residents, the participation is estimated to be 25% of the population, and among non-Kent residents, the participation is estimated to be 12.5%.

Membership estimates:

Kent Residents	19,000 people @ 25% participation	4,750 people
Non-Residents	21,000 people @ 12.5% participation	2,625 people
	TOTAL	7,375 people

For Average Household Size, this report will use 2.35 people per household. This will in turn generate just over 3,100 annual family memberships. While there will be single memberships as well, the 3,100 estimate is adequate at this juncture to establish basic feasibility. Using an income of \$300 per family membership, a reasonable anticipated annual income would be \$930,000 from memberships alone.

CITIZEN ENGAGEMENT PROCESS

The Citizen Engagement Process included an online survey, a written survey, and a series of stakeholder meetings.

Surveys


Survey questions were posed both via an online survey as well as paper surveys. The online survey collected responses from 66 persons. Paper surveys were collected at the Kent Heritage Festival (68 responses), the Kent Art in the Park Festival (86 responses), as well as at the main office and Fitness Center (65 responses). In total, input was received from 261 individuals.

78% of respondents were Kent residents.

72% of respondents currently use Kent Parks & Recreation indoor facilities.

62% of respondents are satisfied with those facilities.

Festival Office and MySidewalk Survey Results

	Kent Heritage Festival Survey				Main Office & Fitness Center Surveys				MY SIDEWALK ONLINE SURVEYS AS OF 8/1/16		ART in the PARK Surveys				ALL SURVEYS GRANT TOTAL		
	KENT		OTHER		KENT		OTHER				KENT		OTHER		YES	NO	%
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO			
Kent Resident	54				27						56						
Other			14				14						30				
Do you use indoor rec. facilities and programs	33	15	14	4	26	2	10	2	48	18	36	20	20	10	187	71	72%
Are You Satisfied?	22	7	6	2	22	6	10	0	17	40	24	12	15	5	110	71	62%
				SUB TOTAL				SUB TOTAL						SUB TOTAL			TOTAL
Track	34	9	43	25	8	33	56	33	20	53	185						
Fitness/Cardio Equipment	32	5	37	24	7	31	57	31	18	49	174						
Leisure Pool	35	7	42	13	4	17	55	22	15	37	151						
Health & Wellness Programs	24	10	34	17	6	23	32	29	12	41	130						
Free Weights	16	4	20	23	7	30	29	14	11	25	104						
Gymnasium	24	3	27	17	1	18	24	9	16	25	94						
Senior Facilities & Programs	21	6	27	14	0	14	4	22	9	31	76						
Field Turf	17	3	20	13	3	16	18	12	7	19	73						
Therapeutic Pool	19	4	23	11	2	13	15	15	6	21	72						
Child Care	10	2	12	8	0	8	22	10	1	11	53						
Competition Pool	8	1	9	3	1	4	22	4	0	4	39						
Meeting Room (25-75)	3	4	7	6	1	7	8	11	3	14	36						
Teen Room	6	1	7	5	0	5	11	4	3	7	30						
Medical Clinic	9	2	11	3	0	3	1	7	2	9	24						
Medical Services	7	3	10	1	1	2	1	6	1	6	19						
Meeting Room (75-125)	3	1	4	1	0	1	0	4	1	5	10						
Other	2	0	2	4	0	4	14	6	0	6	26						

Many of the write-in responses addressed similar topics:

1. Affordable.
2. Extended hours that meet the needs of working people and families.
3. Programs for kids that are too old for child care, yet too young for the fitness center.
4. Central location – connected to trails.

Stakeholder Meetings

Seven stakeholder meetings were held over the course of three days during the week of June 13, 2016. Participants included representatives from University Hospital, Kent City Schools, coaches, community leaders, members, and business leaders. The discussions included ideas for specific programs and spaces, but also thoughts on who the center should serve and how it could benefit the community.

Key comments:

1. Serve all ages, youth through seniors.
2. Create a facility that is welcoming and accessible.
3. Create a safe space for our youth.
4. Want a Community Center, not just a Recreation Center.

5. Locate for easy connections to hike/bike trails.
6. Include outdoor passive recreation areas surrounding the center.
7. Provide wellness programs for the school, city, and local business staff.
8. Provide health screenings.
9. Provide practice/training space for sports teams.
10. Affordable.

Key spaces

1. Indoor courts
2. Indoor track
3. Indoor turf
4. Fitness Equipment and classes
5. Swimming Pool
6. Art / Music
7. Physical Therapy
8. Community Room
9. Lounge

PROGRAM RECOMMENDATIONS

Program Review

Kent Parks and Recreation currently offers a wide range of programs to the community. These include youth and adult sports, fitness classes and access to fitness equipment, education and youth camps, musical theater, creative arts, and many special events. Indoor programs are offered at various facilities throughout the community: Kent Fitness Center, Kent Recreation Center, Old Kent Jail, Roy Smith Shelterhouse, Kent Stage, and Davey Elementary.

Current indoor programs include:

Youth	Adult	Education	Events
Youth Basketball Youth Wrestling Pee Wee Cheer Club Hip Hop Hoop Marlial Arts Tumbling for Tots Fitness 2 U Team Performance Children's Theater Creative Arts	Men's Basketball 50+ Club Personal Training Spinning Spin Mix Stroller Strength FitMixx Fitness 2 U	Lil' Learners Preschool School Age Child Care Environmental Education Summer Day Camps Babysitter Training Creative Arts CPR First Aid Child Abuse Communicable Disease	Shop With Santa Zumbathons Self Defense Workshop Kids Nite Out Hawaiian Hangout Winter Wonderland Christmas Festival

After reviewing the current Kent Parks & Recreation operations, the survey and stakeholder responses, and discussing programs with key staff, the key components to be considered in the proposed Kent Recreation Center include:

1. Indoor track
2. Fitness equipment and exercise classrooms
3. Indoor gymnasium
4. Indoor turf area
5. Indoor swimming pool

-
6. Senior program areas and community classrooms
 7. Child watch
 8. Locker rooms
 9. Lobby / Lounge area / Concessions
 10. Administration offices
 11. Space designated for a health partner

The desire is to expand and enhance the indoor programming offered by Kent Parks & Recreation; create a safe, welcoming, community environment; and provide space for a health partner. A facility large enough to encompass all of these activities would be approximately 120,000sf. The anticipated budget for this project will not support that size building in a single phase. The recommendation is to consider a phased project that can meet a significant amount of the needs in phase 1, and then enhance program offerings in a subsequent phase or phases as funding allows.

Rationale for programming Leisure Pool in Phase II

The most significant element to consider for a future phase is the indoor swimming pool. The survey results ranked a Leisure Pool as the third most popular activity and a therapeutic pool and competitive pool ranked 9th and 11th respectively. While indoor pools drive membership they are also the most costly and least used facilities typically. Many of the local pool operators are experiencing staffing issues and some are trading guards from one facility to another. The budget for a 17,360 SF swimming pool is estimated to cost \$4.5M. For budgetary reasons it is recommended that the pool be strategically located in an area that could be expanded in Phase II of the project. In addition to cost, the following factors were considered.

Local competition of existing Indoor Pools

Kent City Schools operates a Z-shaped swimming pool at Roosevelt High School. The pool has six lanes for high school competition as well as a diving well. Kent Schools has a substantial investment in the pool and are fundraising for needed improvements in the locker rooms. Roosevelt has a competitive swim team, along with a private club (Sea Riders) and host swimming lessons for the community. The pool sells limited memberships and is available for rentals. The pool is also used on a limited basis by exercise groups and school physical education classes. The school administration is committed to subsidizing the operations and are looking at ways of increasing revenue. An indoor pool built by the city would have negative impact on those revenues.

Kent State University operates an indoor leisure pool as part of the Student Recreation and Wellness Center. The 25,000 SF facility has a large lap pool and aquatic area with a zero depth entry. It includes a large spa area and lazy river/vortex channel. They host a variety of exercise and swim instruction classes.

Rationale for programming Warm Water Therapy Pool

A warm water therapy pool should be planned carefully with our health partner. Roosevelt Pool does not have the ability to consistently offer water temperatures needed for arthritis and skilled therapy.

Focus on Outdoor Aquatics Center in Future

Many respondents requested an outdoor pool was needed even though this was not a choice of facilities on the survey. With a limited season many leisure pools make a profit. Given the lack of public outdoor swimming in Kent this should be a priority project in the future.

The complete recommended program is included in Section V of this report.

III. CASE STUDIES

Over the months of July and August, the consultant visited three recreation facilities within close proximity to the City of Kent to gather information pertaining to their operations, programming, and health partnership. The facilities all contain different accommodations that assist in gaining a broader perspective of other local recreation center offerings. The three facilities visited were The Cuyahoga Falls Natatorium, the Twinsburg Fitness Center, and the City of Tallmadge Recreation Center.

CASE STUDY 1: CUYAHOGA FALLS NATATORIUM

City Description

The City of Cuyahoga Falls is located directly to the north of Akron, Ohio in Summit County. Census documentation indicates the population is holding steady at 49,730 people with minimal growth forecast over the next five years. The median household income is \$48,220, however it is projected to increase to \$53,917 through 2020. The national average is \$53,988.

Project Description

The Cuyahoga Falls Natatorium (The Nat) was constructed in 2003 and contains 116,000 square feet. The project cost was \$28,000,000 and was funded through bonds and short term notes. Featured amenities include:

- Indoor Track (4 lanes wide, 8 laps per mile)
- Cardio Area (treadmills, elliptical and stretch machines)
- Strength Training Area (weight lifting and strength training)
- Youth Workout Area (dedicated machines within a controlled area)
- Main Gymnasium (2 full size basketball courts or six half courts)
- Auxiliary Gymnasium (volleyball, soccer, karate and sports conditioning)
- Racquetball Courts (2 courts)
- Aerobics Rooms (2 rooms)
- Leisure Pool (zero depth entry, water slide, spray features and a lazy river)
- Lap & Diving Pool (6 lanes and 25 yards long with spectator seating)
- Instructional / Therapy Pool (swim lessons, senior classes and medically supervised therapy)
- Child Watch (for parents while using the facility)
- Spa
- Sauna (accessible from each of the main locker rooms)
- Locker Rooms
- Food Service Vendor (Subway restaurant)
- Administrative Offices
- Health Partner (Western Reserve Hospital)
- Conference & Banquet Center (conference and meeting rooms with a warming kitchen)

Operating Costs

The Nat's annual operating budget is approximately \$2,500,000 which consists of approximately \$600,000 in operating costs and \$1,900,000 in staff salaries (eight full-time staff positions and two hundred part-time positions). This facility is comprised of three components: the recreation center, indoor aquatic center and the conference/banquet center. Based on the annual operating cost of \$2,500,000 and square footage of 116,000 the operating cost per square foot is \$21.55.

Operating Income

Operating income includes daily passes and monthly or annual memberships. The City has separate fees for residents and non-residents. The fee structures are as follows:

Cuyahoga Falls Membership Rates

Annual Memberships	Household of 1	Household of 2	Household of 3	Household of 4	Household of 5	Household of 6	Household of 7	Minor Pass (17 & under)
Plan A								
▪ Cuyahoga Falls Resident								
▪ Silver Lake Resident								
▪ Non-Resident Military	\$370.00	\$410.00	\$670.00	\$730.00	\$790.00	\$850.00	\$910.00	\$135.00
▪ Corporate	*\$30.83	*\$50.83	*\$55.83	*\$60.83	*\$65.83	*\$70.83	*\$75.83	*\$11.25
▪ Non-Resident Senior								
▪ Business								
Plan B								
▪ Resident Senior								
▪ Silver Lake Senior	\$275.00	\$450.00	\$510.00	\$570.00	\$630.00	\$690.00	\$750.00	\$135.00
▪ Corporate Senior	*\$22.92	*\$37.50	*\$42.50	*\$47.50	*\$52.50	*\$57.50	*\$62.50	*\$11.25
▪ Resident Military								
▪ Business Senior								
Plan C								
▪ Non-Resident	\$450.00	\$740.00	\$800.00	\$960.00	\$920.00	\$980.00	\$1,040.00	\$185.00
	*\$37.50	*\$61.67	*\$66.67	*\$71.67	*\$76.67	*\$81.67	*\$86.67	*\$15.42

Monthly Memberships	Monthly Fee
Plan A	
Resident	\$40.00
Nonresident Senior	
Nonresident Military	
Business	
Plan B	
Resident Senior	\$30.00
Resident Military	
Business Senior	
Plan C	
Nonresident	\$50.00

Guest Rates	Guest of a Member	Resident	Non-Resident
2 & under	Free	Free	Free
3-17 years & Senior (60+)	\$6	\$7	\$8
Adult (18-59)	\$7	\$8	\$11
Kids Castle (1-9)	\$4	\$4	\$4

2-Week Pass	Resident Military Only
18 Years of age & older	Free

Plan memberships generate approximately \$2,515,000 in revenue with \$2,060,000 being from residents (Plans A and B) and \$455,000 being from non-residents (Plan C). The average annual income from daily passes is \$350,000 - \$400,000 which are mainly drawn from use of the basketball courts. About \$480,000 is annually generated through the "Silver Sneakers" program. Revenue is also generated through specialty classes such as Karate and Tai Chi at the amount of \$17,000 annually. Additional revenue is collected from rentals of the basketball courts, swim parties and banquet and conference room rentals at the amount of \$156,000.

The total annual revenue is approximately \$3,568,000 which normally exceeds the annual operating cost.

Financial Performance

The Nat at Cuyahoga Falls generates \$30.75 per square foot in annual revenue. This makes it perhaps the highest income generating public recreation center in the State of Ohio. Over 70% of the income comes from memberships. It is the experience of this consultant that memberships normally constitute 50% of annual revenue. With operating costs at \$21.55 per square foot, an operating surplus of \$9.20 is realized. Please note that the average operating cost for an indoor center with indoor water in Ohio is approximately \$25 per square foot. Therefore, Cuyahoga Falls appears to be well maintained and managed. Also, there seems to be a trend among larger recreation centers such that they recover a higher percentage of their operating costs than do smaller centers.

Funding Sources

The city also receives funding from a dedicated source via the city income tax to finance all of the Park and Recreation programs. This fund retires the debt service on the original bonds annually at a cost of \$1,130,000. The capital cost will be completely retired in 2023

Partnerships

Western Reserve Hospital operates within The Nat to assist individuals with physical rehabilitation. The annual lease agreement is \$72,000 for 3,200 square feet (\$22.50 psf) and is on a 20 year lease. Patrons of Western Reserve Hospital are able to utilize equipment with supervision from Western Reserve Hospital employees. Once patrons have completed their rehabilitation, they may join The Nat for a one year \$100 discount.

Cuyahoga Falls High School has access to The Nat and other Cuyahoga Falls Parks & Recreation fields free of charge, during sporting seasons. However all programming is provided by the high school.

CASE STUDY 2: TWINSBURG FITNESS CENTER

City Description

Twinsburg is located to the north of the City of Cuyahoga Falls and within Summit County. The population is 19,169 with 0.24% forecasted annual increase over the next five years. The median household income is \$76,872 and it is projected to increase to \$85,350 in five years.

Project Description

The Twinsburg Fitness Center opened in 1999 as a joint venture between the new Twinsburg High School and the Twinsburg Parks & Recreation Department. The City appropriated \$12,000,000 for the Fitness Center which is approximately 92,000 square feet. Because the two functions are under one roof the High School is able to utilize components of the Fitness Center for additional program and activity space.

Featured indoor Fitness Center amenities include:

- Indoor Track (6 lanes wide, 8 laps per mile)
- Cardio Area (treadmills, elliptical and stretch machines)
- Strength Training Area (weight lifting and strength training)
- Main Gymnasium (3 full size basketball courts)
- Aerobics Room
- Spinning Room
- Lap & Diving Pool (6 lanes and 25 yards long for competitive events with spectator seating)
- Instructional / Therapy Pool (swim lessons, senior classes and medically supervised therapy)
- Spectator Seating (for swimming events and tournaments)
- Spa
- Locker Rooms
- Food Service Vendor (currently unoccupied)
- Child Watch (for parents who are using the facility)
- Administrative Offices
- Space for a food vendor (currently not in use)
- Swimming Pool (zero depth entry, water slide, diving, instructional area, two (6) lane courses at 25 meters long for competitive events with spectator seating)

Operating Costs

The Fitness Center's annual operating budget is approximately \$1,908,000 which includes all operating costs and staff salaries (nine full-time staff positions and one hundred part-time positions). This operating budget includes the Twinsburg Water Park which opened in 1994. In order to determine the operating costs per square foot, an assumption for the Outdoor Water Park operating expenses need to be made as they are combined with this facility. The average municipal outdoor aquatic center in Ohio costs \$0.90 per gallon to operate, and at 275,000 gallons, the annual cost would be approximately \$250,000. With a

total operating budget for the Water Park and Fitness Center at \$1,908,000, the Fitness Center only would be \$1,658,000. Since there are 92,000 square feet in the Fitness Center, the operating cost per square foot is approximately \$18.00 per square foot.

Operating Income

Operating income includes monthly and annual memberships, plus daily admissions. The chart below outlines the category of membership along with rates.

Twinsburg Membership Rates

	City Residents		Township & Reminderville Residents		Non-Residents	
	Annual Membership	Monthly Pass	Annual Membership	Monthly Pass	Annual Membership	Monthly Pass
Individual (Age 13-64)	\$251.00	\$33.00	\$335.00	\$39.00	\$385.00	\$43.00
Family (2 or more)	\$464.00	\$50.00	\$587.00	\$60.00	\$609.00	\$62.00
Senior (65 or more)	\$226.00	\$30.00	\$308.00	\$37.00	\$357.00	\$41.00
Senior PLUS (65 & better)	\$161.00	\$14.00	\$161.00	\$14.00	N/A	N/A

NEW! 24/7 Access Add-on

Add 24 hour access for just \$7 per month

Twinsburg Fitness Center Daily Drop In rate: Ages 7 and up

School District Residents: \$15.00

Guests of Members: \$10.00

Memberships (annual/monthly)	\$840,000
Daily Passes.	\$35,000
Silver Sneakers.	\$8,500
After Hours Access	\$50,00
Basketball/Swim Rentals.	\$78,000
Merchandise and Team Fees.	\$27,000
Miscellaneous	\$183,710
Total	\$1,222,710

Financial Performance

The Twinsburg Fitness Center does not recover its operating expenses through user fees. However, with a cost recovery of 74%, it's financial performance is above average. Most importantly, Twinsburg serves a population just over 19,000 people.

Funding Sources

The original capital cost of \$12,000,000 was paid by city funds via general obligation bonds as authorized by Twinsburg City Council. They will mature in 2024. The annual operating deficits are paid from the normal city budget.

Partnerships

The Twinsburg Fitness Center does not have a health or vendor partner or tenant. However, it does provide access by the schools for their programs. In return, the School Board pays for 75% of the utility expenses of the center.

CASE STUDY 3: TALLMADGE RECREATION CENTER

City Description

The City of Tallmadge is located between the cities of Kent and Akron, Ohio, located in both Summit and Portage counties. Census data indicates the population is 17,705 with minimal growth forecast over the next five years. The median household income is \$57,456 and is expected to increase to \$65,585 in five years.

Project Description

The Tallmadge Recreation Center was constructed in 2003 and is 100,000 square feet. The project cost was approximately \$6,000,000 and offers the following amenities:

- Indoor Track (4 lanes wide, 4 laps per mile)
- Cardio Area (treadmills, elliptical and stretch machines)
- Strength Training Area (weight lifting and strength training)
- Main Gymnasium (4 full size basketball courts or 12 half courts. One court is surfaced with a sport flooring and can accommodate volleyball or shuffleboard while the others are traditional maple)
- Indoor soccer field
- Racquetball Courts (1 court)
- Spinning Room
- Exercise Studios (2 rooms)
- Spectator Seating (seating for both indoor soccer and basketball events)
- Food Service Area (operated by staff during tournaments)
- Child Watch (for parents who are using the facility)
- Locker Rooms
- Administrative Offices
- Health Partner (Summa Health)
- Multipurpose Room (rentable for camps or parties)

Operating Costs

The Recreation Center's annual operating budget is approximately \$1,600,000 which includes all staff salaries (three full-time staff positions and sixty nine part-time positions). Based on the annual operating budget and building square footage of 100,000 square feet, the operation cost is approximately \$16 per square foot.

The building is located adjacent to the Tallmadge High School and is on school property. Initially, the city paid an annual lease amount of \$60,000. This has been discontinued.

Operating Income

The operating income includes both monthly and annual memberships, with special rates for non-residents. The Blue Membership allows for "a la-carte" purchases of individual programs, while the Gold Membership allows access to all classes and activities. In total, there are 5,400 members.

The annual income of \$1,550,000 is from the following sources:

- Annual Memberships (Blue and Gold)
- Daily Passes
- Silver Sneakers
- Program Fees
- Summa Health Annual Lease

Tallmadge Membership Rates

BLUE Membership

	Resident		Non-Residents	
	Monthly	Annual	Monthly	Annual
Adult (18+)	\$32.00	\$264.00 (\$22.00)	\$43.00	\$396.00 (\$33.00)
Child (5-17)	\$17.00	\$144.00 (\$12.00)	\$24.00	\$276.00 (\$23.00)
Senior (60+)	\$22.00	\$204.00 (\$17.00)	\$28.00	\$276.00 (\$23.00)

GOLD Membership

	Resident		Non-Residents	
	Monthly	Annual	Monthly	Annual
Adult (18+)	\$42.00	\$384.00 (\$32.00)	\$53.00	\$516.00 (\$43.00)
Child (5-17)	\$27.00	\$204.00 (\$17.00)	\$33.00	\$336.00 (\$28.00)
Senior (60+)	\$32.00	\$264.00 (\$22.00)	\$38.00	\$336.00 (\$28.00)

College BLUE Membership

Resident	\$85.00
Non Resident	\$100.00

College GOLD Membership

Resident	\$110.00
Non Resident	\$125.00

Aerobics ONLY Program

Resident	\$32.00/month
Non Resident	\$125.00/month

DAILY DROP-IN FEE:

13+ years Blue: \$8.00/person Gold: \$10.00/person

12 years & under \$5.00/person (with paying adult 18+)

Buy a punch pass and save \$1.00/visit.

Blue: \$35.00/5 punches Gold: \$45.00/5 punches

GUEST PASSES:

Blue: \$5.00 Gold: \$7.00

Financial Performance

The total annual revenue is approximately \$1,550,000 with an annual operating budget of \$1,600,000. This amounts to a revenue of \$15.50 per square foot against expenses of \$16.00 per square foot. The cost recovery is 97%.

Funding Sources

The original capital cost was paid with General Obligation bonds as issued by the City of Tallmadge. The operating deficit is paid through the City's General Fund.

Partnerships

Summa Health is located within the Recreation Center to assist individuals with physical rehabilitation. The annual lease agreement is \$48,000 and consists of two exam rooms and a waiting room. In this application, partnering with Summa Health increases the amount of Silver Sneaker memberships.

Due to the close proximity of the Tallmadge High School and Middle School, the Recreation Center sees a large number of students using the facility after school as indoor soccer and basketball are offered for 4 hours following school dismissal. This is a program that is free of charge to the students.

Conditions

This Tallmadge Recreation Center's partnership with Summa Health is interesting to examine. Since 70% of all memberships are through the "Silver Sneakers" program the health partner has enhanced membership. The per square foot operating expenses of Tallmadge and Twinsburg are similar. Tallmadge at \$16 per square foot has no indoor pool, while Twinsburg at \$18 per square foot has indoor water. It has been the experience of this consultant that indoor water can result in a membership increase of 50%. This was experienced at Rocky River, Ohio after they added their Natatorium to the existing center.

Conclusion

Municipal Recreation Centers vary greatly from city to city. The information gleaned from other cities bears this out. However, certain metrics, ranges and boundaries can be understood in the examination of the data. For this report, the Consultant examined three cities in detail, visiting each center and interviewing the key staff. The commentary in this report represents a summary of these conversations. In addition, the Consultant provided other operating data from northern Ohio cities based upon its own "in house" data base. The chart on the following page summarizes the information. A review of data shows:

1. Population/Household Income

The population base of sample cities ranges from 11,700 to nearly 50,000 people. Household Income ranges from \$48,220 to \$82,181. Excluding the student population, Kent seems to be inside this range, although at the lower end.

2. Center Size

All of the cities have at least 56,000 sf, and Strongsville is the largest at 150,000 sf. At the present time, it appears as though the recommended building size for Kent will be in this range.

3. Indoor Water

All centers have indoor water with the exception of Tallmadge. The inclusion of indoor water can make for an increase in income of as much as 100%.

4. Annual Family Pass

This seems to be the best barometer for fee comparisons. Since individual program fees vary so significantly, as do rentals and other income sources, the annual pass gives the best comparative data.

5. Operating Income/Expense

While there are a few outliers, the survey data fits into the pattern of other centers in the region. The latest composite data from the region shows income per square foot of \$22 with indoor water and \$11 without indoor water. The annual operating expenses are \$25 with indoor water and \$11.50 without indoor water.

6. Cost Recovery

The surveyed centers in northern Ohio show impressive cost recovery. Excluding Twinsburg, over 90% of costs are recovered by user fees. This cost variable depends greatly on both public policy and the on site management of programs and facilities.

In conclusion, the Case Studies provide the policy makers with goals and strategies that are feasible. It forms the basis of income and operating estimates that can be used by Kent as this project proceeds into the next phases. Since these are initial estimates for the purpose of soliciting partner proposals, however, it will be necessary to refine the forecasts and budgets as the details of the building are articulated.

Table III-1: Comparison Chart

	Population	Household Income	Center Size	Indoor Water	Annual Family Pass	Operating Income	Income PSF	Operating Expense	Expense PSF	Surplus (Deficit)	Cost Recovery %	Partner Income (Source)
Twinsburg	19,169	\$76,872	92,000	Yes	\$537	\$1,222,210	\$13.28	\$1,658,000	\$18.02	(\$435,790)	74%	
Cuyahoga Falls	49,730	\$48,220	116,000	Yes	\$730	\$3,568,000	\$30.76	\$2,500,000	\$21.55	\$1,068,000	143%	\$72,000 (Western Reserve)
Tallmadge	17,705	\$57,456	100,000	No	\$528	\$1,550,000	\$15.50	\$1,600,000	\$16.00	(\$50,000)	97%	\$48,000 (Summa)
Middleburg Heights	15,600	\$55,600	83,000	Yes	\$265	\$2,921,700	\$35.20	\$2,965,000	\$35.72	(\$43,300)	99%	
Rocky River	20,000	\$67,500	100,000	Yes	\$441	\$3,059,000	\$30.59	\$3,000,000	\$30.00	\$59,000	102%	(Cleveland Clinic Autism)
Seven Hills	11,700	\$66,300	56,000	Yes	\$400	\$954,420	\$17.22	\$1,032,000	\$18.43	(\$47,580)	93%	\$65,000 (University Hospitals)
Strongsville	44,750	\$82,181	157,000	Yes	\$435	\$3,300,000	\$21.02	\$4,800,000	\$30.57	(\$1,500,000)	69%	
Westlake	33,000	\$74,973	102,000	Yes	\$450	\$2,617,000	\$25.66	\$2,912,000	\$28.55	(\$295,000)	90%	

IV. PARTNER IDENTIFICATION

INTRODUCTION

The focus of this study is to identify the scope of a recreation center that will meet the needs of Kent citizens, and yet be affordable, considering the financial resources of the city.

As part of that objective, it was determined to analyze the option of including a Partner from the private or non-profit sector who can provide services and resources as a way of reducing the costs to Kent residents.

This concept has been gaining in popularity over the past 20 years. Partners in Ohio projects have included health care providers, the YMCA, the Salvation Army and School Districts. As a part of this study, the Consultants met with elected officials, city staff and possible Partners to discuss the concept and exchange ideas. Based upon those discussions, the Consultant was able to establish parameters and expectations for associating with a Partner.

As part of this study, the City and the Consultant prepared a legal advertisement in order to solicit proposals from potential Partners.

For more details of the discussions and meetings, please refer to the Appendix.

The anticipated relationship with a Health Partner in the new Kent Recreation Center may include up to 5,000sf of space allocated specifically to the Health Partner. This space may house a medical office suite as well as physical therapy/rehabilitation spaces, with a separate direct entrance. Persons using the services of the Health Partner would be clients of that Health Partner.

Additional wellness programs could be offered to the community by the Health Partner, that would take place in the Recreation Center. These may include:

1. Diabetes prevention
2. Weight management
3. Smoking Cessation
4. Blood Pressure testing
5. Nutrition classes
6. Alternative medicine
7. Support groups
8. Disease specific programs

In late 2016, a Request for Proposals was published in local newspapers as legal advertisements for a Health Partner. While several providers had expressed interest and attended informational meetings, one proposal was received. The submission was prepared by a bona fide health care provider, and the details have not yet been released pending final negotiations. It is the intention of the City of Kent to conduct final negotiations following the completion of the financing plan.

V. FINAL RECOMMENDATIONS

CONCEPT BUILDING PROGRAM/OPINION OF PROBABLE COST/REVENUE-EXPENSE SUMMARY

As this study progressed toward completion, a general consensus developed which set the direction for project implementation. Concurrently, estimates of operating income and expense were prepared by Kent Parks and Recreation staff based upon familiarity with their existing operating budget, as well as information from the Case Studies.

The project will be divided into at least two phases. The first phase will be approximately 82,000 square feet and contain a gymnasium, indoor turf field, elevated walking track, fitness equipment areas, fitness classrooms, senior/community rooms, locker rooms, a central gathering area, administrative offices, plus an allowance of 5,000 square feet for the health partner. A second phase might include indoor water, a additional gymnasium or an outdoor Family Aquatic Center.

Aquatic facilities were not included in the initial phase in order to keep the initial capital costs under control. In addition, indoor water adds considerable cost to the annual operating expenses. Finally, indoor water is available to Kent residents through Kent State University or Kent City Schools.

Several sites were examined as part of this study, and two park locations were given serious consideration. Fred Fuller Park became the primary location, with Fairchild Fields Park as the alternate. Additional land acquisition will be needed at Fuller Park in order to realize the full potential of this project.

Table V-1: Concept Building Program

PROGRAM ITEM	PROPOSED SPACE			PROGRAM NOTES
	QY	SPACE SF	TOTAL SF	
1 Lobby/Entry				
1a Entry Airlock/Vestibule	1	400	400	
1b Lobby	1	900	900	Clear visual access of major activity areas.
1c Service Desk	1	240	240	Design for 3 workers. swipe cards; all participants must pass this checkpoint to access the facility. Program registration at this space also; Provide for sales of equipment such as ear phones, water bottles, workout apparel, t-shirts with center logo, etc.
1d Informal Seating Areas	1	1000	1,000	Past service desk.
1e Concessions	1	300	300	Past service desk.
1f Grossing Factor 15%			426	Circulation, walls, chases, etc.
Lobby/Entry Subtotal			3,266	
2 Administration				
2a Reception	1	100	100	Open to the staff work stations and staff work room.
2b Staff Offices	5	100	500	
2c Director's Office	1	144	144	
2d Staff Workroom	1	490	490	Counter, cabinets, sink, storage closet.
2e Conference Room	1	180	180	
2f Staff Restroom	1	50	50	
2g Grossing Factor 20%			293	Circulation, walls, chases, etc.
Administration Subtotal			1,757	
3 Senior Activity / Community				
3a Childwatch	1	1080	1,080	Secure entry area, activity area, restroom, storage.
3b Multi-purpose Meeting Room	1	1240	1,240	Large room for 60 persons at tables. Storage included.
3c Multi-purpose Classroom	1	440	440	Smaller room for 20 persons at tables. Storage included.
3d Restrooms	2	230	460	
3e Unisex Restroom	1	64	64	
3f Grossing Factor 20%			657	Circulation, walls, chases, etc.
Program Activity Subtotal			3,941	

PROGRAM ITEM	PROPOSED SPACE			PROGRAM NOTES
	QY	SPACE SF	TOTAL SF	
4 Fitness & Group Exercise				
4a Cardio	1	4000	4,000	20 machines at 50 sf each - treadmills, ellipticals, bikes, stair climbers, warm up area, etc.
4b Free Weight Area	1	1000	1,000	
4c Fitness restrooms	2	300	600	
4d Spinning Room	1	800	800	Room for 15-20 stationary bikes plus instructor
4e Group Exercise / Dance Studio	2	1765	3,530	Wood floor, storage, sound system, mirrors.
4f Storage	1	200	200	
4g Grossing Factor 20%			2,026	Circulation, walls, chases, etc.
Fitness Subtotal			12,156	
5 Gymnasium & Active Recreation				
5a Multi-purpose Gymnasium	3	7280	21,840	high school size 84'x50' basketball courts, cross-court baskets, wood floor.
5b Indoor Turf	1	14175	14,175	35yds x 45yds, soccer, lacrosse, football.
5c Walking Track	1	11610	11,610	4 lanes at 3'-4" each, 6 laps to a mile
5d Storage	2	500	1,000	For gym equipment, chairs, tables, tarps; adjacent to gym.
5e Grossing Factor 5%			2,431	Circulation, walls, chases, etc.
Gymnasium Subtotal			51,056	
6 Locker / Bathroom / Changing Facilities				
6a Men's Lockers	1	1000	1,000	60 lockers, 3 showers
6b Women's Lockers	1	1000	1,000	60 lockers, 3 showers
6c Family Changing/Restrooms	2	106	212	Includes shower
6d Access corridor with Lockers	1	180	180	42 lockers
6e Grossing Factor 20%			478	Circulation, walls, chases, etc.
Locker Facilities Subtotal			2,870	
7 Medical Partner				
7a Office Suite (Variable)	1	2000	2,000	
7b Therapy / Rehab (Variable)	1	3000	3,000	
Medical Partner Subtotal			5,000	
8 Building Support				
8a Stairs	2	250	500	
8b Elevator	1	60	60	
8c Elevator Equipment Room	1	60	60	
8d Mechanical	1	200	200	
8e Electrical / Telecom	1	200	200	
8f Housekeeping	2	60	120	
8g General Storage	1	400	400	
8h Grossing Factor 20%			308	Circulation, walls, chases, etc.
Building Support Subtotal			1,848	
GROSS SQUARE FEET			81,894	

Opinion Of Probable Cost

The scope of this report does not include detailed construction costs for building or site construction, and the cost of additional land acquisition is not included. Based upon recent construction costs, the opinion of cost is as follows:

Building and Site Construction	82,000 sf @ \$250/sf	\$20,500,000
Furniture, Fixtures and Equipment (allowance)		\$500,000
Design, legal, testing @ 10%		\$2,070,000
Total Project Cost		\$23,070,000

V. FINAL RECOMMENDATIONS

Annual Operating Revenue (See Appendix E)

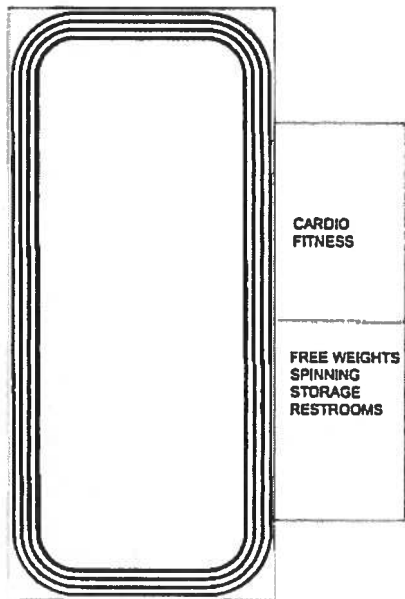
The operating revenue is based upon 3,100 members at an average annual income of \$300 per family. This calculation includes an allowance single memberships. Additional Program Income can also be anticipated. See Appendix E for a detailed revenue budget detailing the specific anticipated Program Income. The operating revenue summary in year five is as follows:

Annual Memberships	3,100 family memberships @ \$300/year	\$930,000
Program Income	(allowance)	\$744,500
	Total Annual Income	\$1,674,500
	Income per square foot	20.42

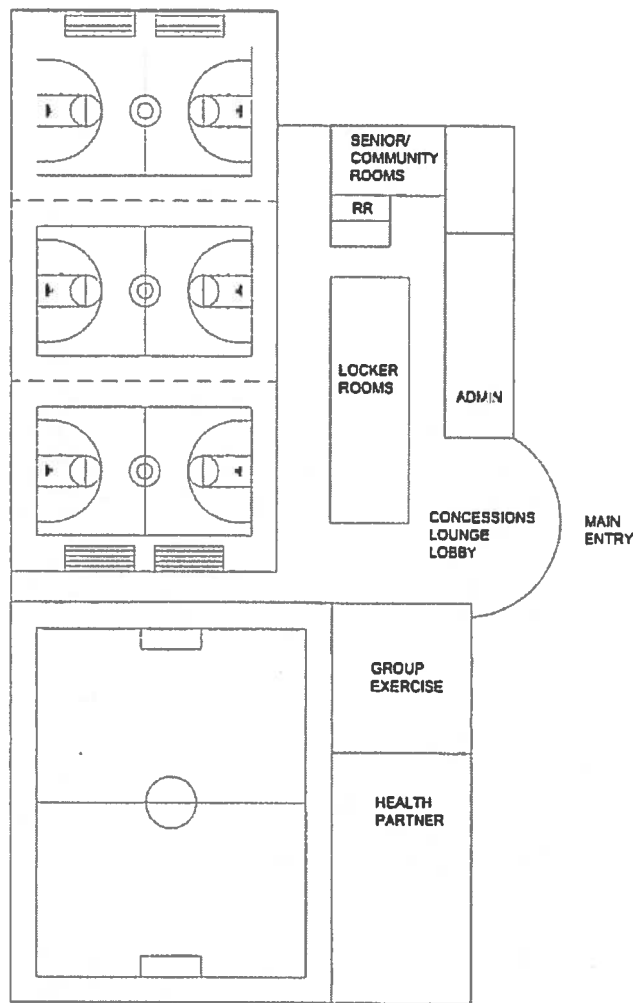
Annual Operating Expense (See Appendix E)

Full Time Salaries and Wages	\$379,500	
Part Time Salaries and Wages	\$365,500	
Fringe Benefits	\$290,000	
Operations and Maintenance	\$559,500	
	Total Annual Expense	\$1,594,500
	Expense per square foot	\$19.45

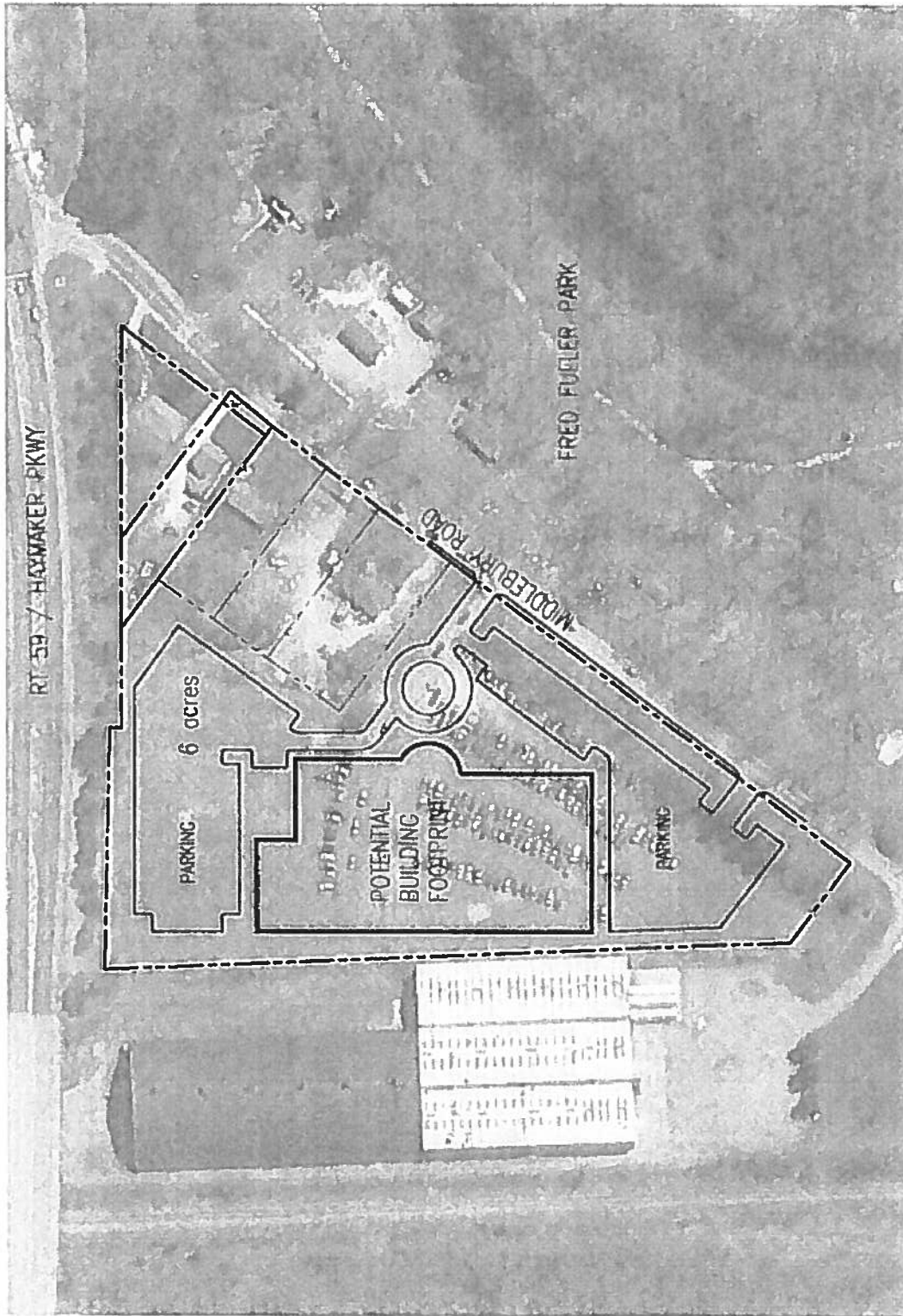
CONCEPT BUILDING DIAGRAM



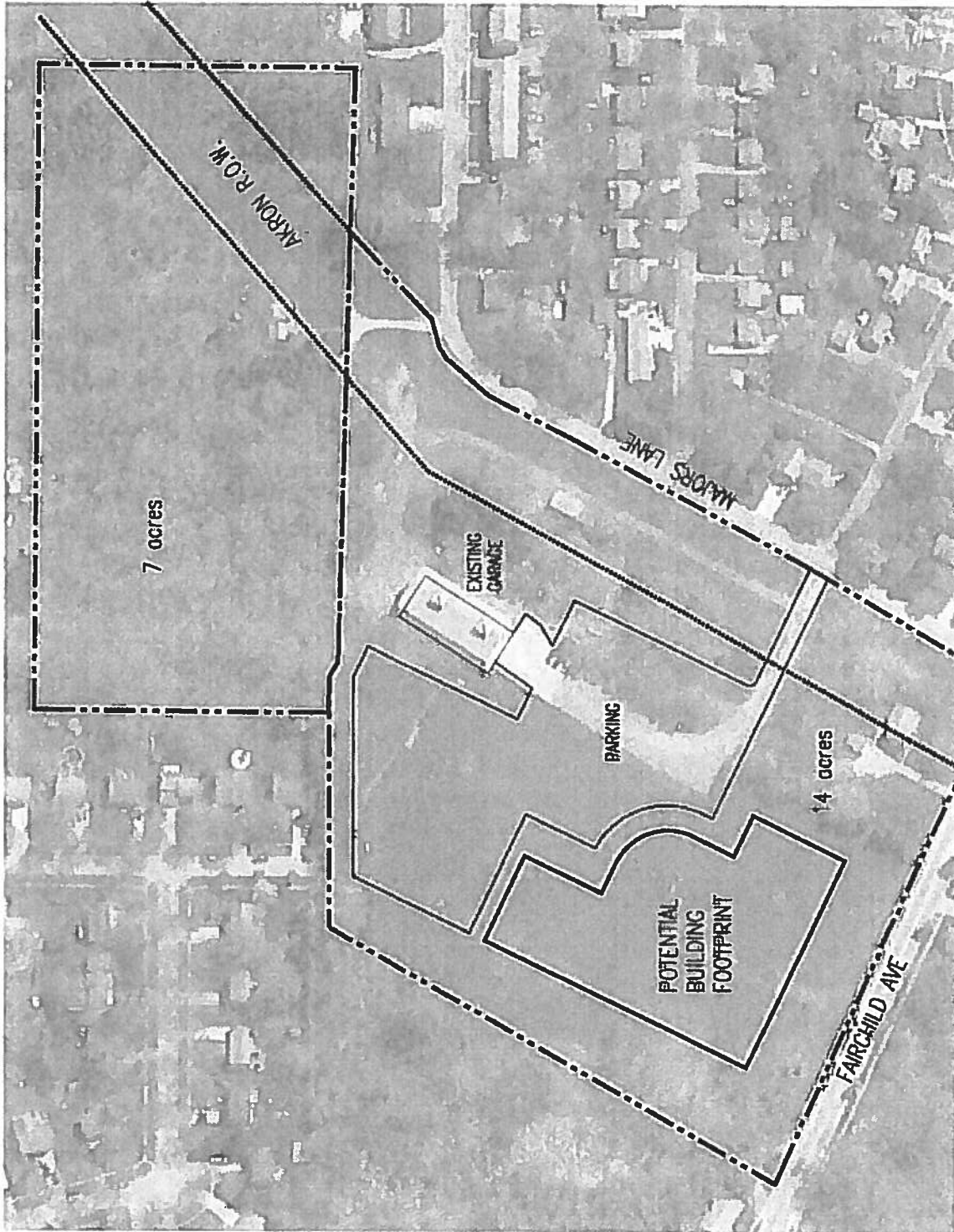
**SECOND FLOOR
DIAGRAM**



**FIRST FLOOR
DIAGRAM**



FRED FULLER ANNEX SITE - Primary Site



FAIRCHILD FIELDS SITE - Alternate Site

VI. APPENDIX

- A. MEETING NOTES**
- B. STAKEHOLDER DETAIL REPORTS**
- C. SURVEY DETAIL RESULTS**
- D. FULL DEMOGRAPHIC REPORTS**
- E. REVENUE/EXPENSE PRO-FORMA (PREPARED BY OWNER)**



City of Kent Fire Department

320 S. Depeyster St.
Kent, Ohio 44240
330. 673.8814
330.676.7374 Fax

Mr. Dave Ruller
Mayor Jerry Fiala
City Council

Enclosed is the Kent Fire Department 2016 annual report. This report is broken down into various topics such as stations, run volume, maintenance and apparatus (vehicles) and is meant to give a snapshot of overall departmental activity and expenditures.

One of the largest changes we have seen in many years will actually occur in 2017, the addition of three new firefighter/paramedics. With the approval from council last fall, we are able to add these much needed firefighters. We anticipate the new members to be hired by late winter to early spring and to count toward staffing by summer.

The Kent Fire Department has seen much change in 2016, but our mission has always been the same: *Safeguarding our Community as we serve in a caring, professional, and supportive way.*

Sincerely;

John Tosko
Fire Chief

Fire Stations

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

The Main Fire Station was originally built in 1968 and was staffed by full time and part time personnel and housed two fire engines, a heavy rescue truck, an aerial ladder truck, plus several light vehicles. The department ran approximately 300 calls per year, all fire, rescue, and service calls. In 2003, the new addition and renovation to the station was completed adding much needed space for living quarters, office area, and apparatus storage. This structure has held up well over the past 12 years, however, we are starting to see some problems arise that will have to be taken care of in the near future like the roof and garage doors. The mechanical systems, with proper maintenance will continue to operate efficiently for years to come.

The West Side Fire Station was built in 1949 and has housed, over the years a front line pumper and a med unit, plus a light vehicle. An addition was built in the early 1990's to add female living quarters and restroom facilities. This station is still in fair condition despite its age. In 2017, a small addition and renovation is planned to add functional space for such things as structural firefighting storage, EMS equipment/supply storage, small tools and equipment storage, and a small addition to the kitchen. The original flat roof will be replaced with a new, modern pitched roof to fix long-standing water leakage problems.

Fire Department Apparatus

Med Units	Year purchased	Expected Replacement	Condition
1812	2012	2022	Excellent
1822	2008	2018	Fair
1821*	2012	2022	Excellent
1811	2016	2024	Excellent

Pumpers	Year purchased	Expected Replacement	Condition
1814	2004	2024	Good
1823*	2004	2024	Good

Ladders	Year purchased	Expected Replacement	Condition
1813	2014	2034	Excellent
1819	1994	2021	Good

Utility Vehicles	Year purchased	Expected Replacement	Condition
Chief	2013	2023	Excellent
EMS Chase	2016	2026	Excellent
EMS Chase	2016	2025	Excellent
Fire Prevent.	2007	2017	Good
Confined Sp.	1996	2018	Poor
Fire Prevent.	2009	2019	Good
Grass Fire*	2004	2024	Good

*Denotes Franklin Twp. owned vehicles

John Tosko
Fire Chief
Serving Since 1988

Christina Lillich
Administrative
Assistant

Bill Myers
Captain Grey Shift
Serving Since 1989

Jamie Samels
Lieutenant
Serving Since 1997

Steve Smith
FF/Paramedic
Serving Since 1987

Brad McDougal
FF/Paramedic
Serving Since 1988

Shawn Baynes
FF/Paramedic
Serving Since 1999

Brian Pengal
FF/Paramedic
Serving Since 2003

Tony West
FF/Paramedic
Serving Since 2007

James Taylor
FF/Paramedic
Serving Since 2011

Tim Hinkle
FF/Paramedic
Serving Since 2013

Caleb Schjeldahl
FF/Paramedic
Serving Since 2016

Dave Moore
Captain Black Shift
Serving Since 1998

Patrick Edwards
Lieutenant
Serving Since 1997

Robert Dietrich
FF/Paramedic
Serving Since 1988

Paul Bevere
FF/Paramedic
Serving Since 1990

Todd Gavriloff
FF/Paramedic
Serving Since 1997

Gary Lane
FF/Paramedic
Serving Since 2003

Jason Peters
FF/Paramedic
Serving Since 2005

Vince Yost
FF/Paramedic
Serving Since 2007

Greg Miller
FF/Paramedic
Serving since 2009

Rob Jacob
FF/Paramedic
Serving Since 2015

Rich Lynn
Captain White Shift
Serving Since 1990

Craig Peeps
Lieutenant
Serving Since 1998

Jim Ansley
FF/Paramedic
Serving Since 1988

Scott Simmons
FF/Paramedic
Serving Since 1997

Brock Murphy
FF/Paramedic
Serving Since 2000

Scott Craig
FF/Paramedic
Serving Since 2003

Matt Mathis
FF/Paramedic
Serving Since 2007

John Korzenko
FF/Paramedic
Serving Since 2005

Pat Paisley
FF/Paramedic
Serving Since 2009

Jacob Robinson
FF/Paramedic
Serving Since 2014

Fire Prevention
Lt. Jeff Coffee
Serving Since 1998

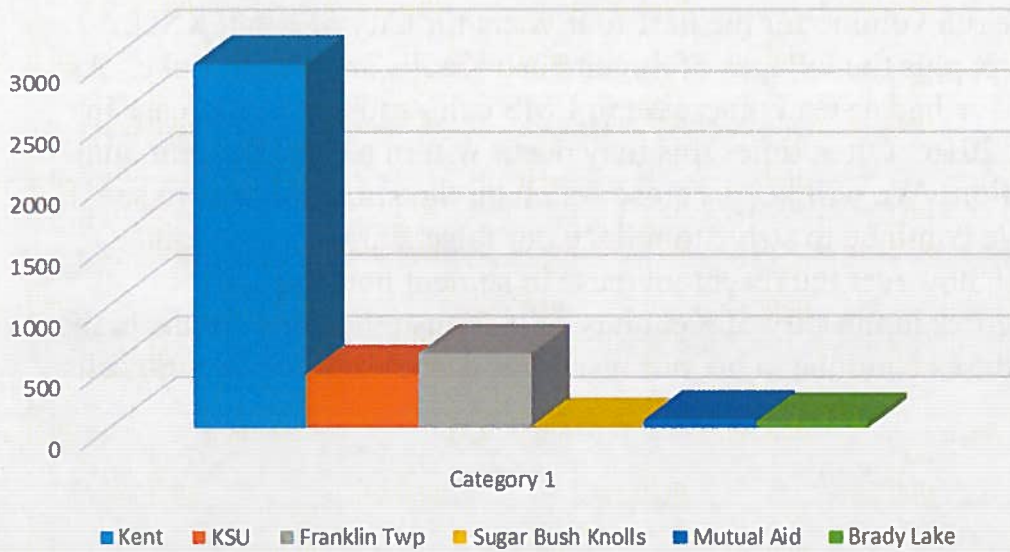
Fire Prevention
Lt. Jeff Tyler
Serving Since 2011

Run Volume

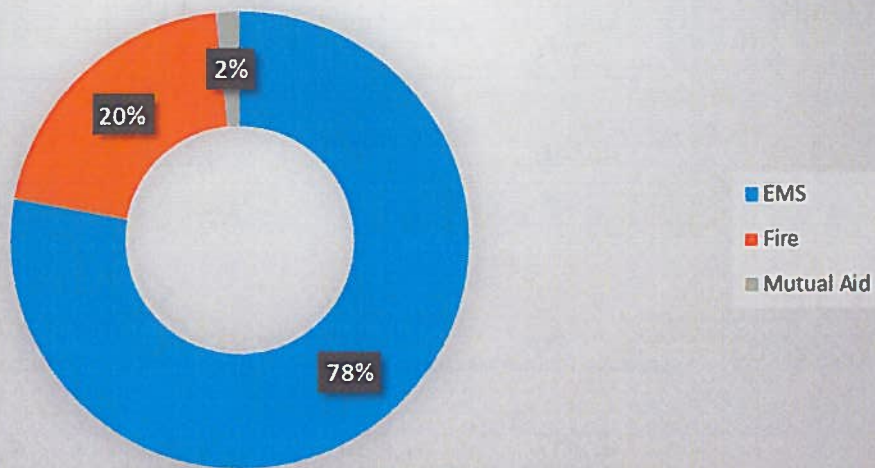
Below is the run volume for the past four years for City of Kent, KSU, Franklin Township, plus the villages of Sugar Bush Knolls and Brady Lake. As one can see, we have had a steady increase in EMS calls and a 65% increase in structure fires for 2016. Often times this may occur within a calendar year and may be an aberration. We will keep a close watch on the structure fires to see if this continues. We continue to strive to reduce our false alarms with a joint venture with KSU, however the recent increase in student housing and commercial properties in the City of Kent has helped push the false alarms higher. Opiate drug overdoses continue to tax our resources accounting for over 64 calls in 2016

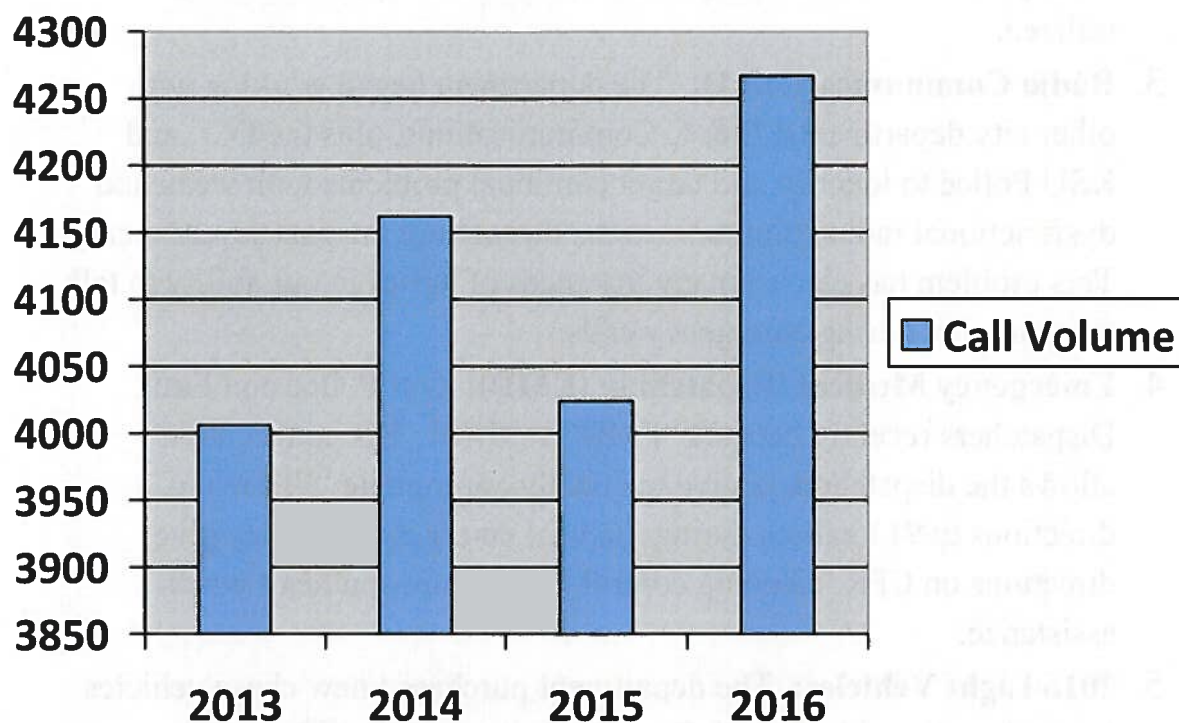
	2016	2015	2014	2013
Structure Fires	53	32	22	30
Vehicle Fires	10	9	7	14
Vegetation/Trash Fires	26	10	30	23
EMS	3,265	3,227	3,269	3,071
Rescue	113	88	101	109
Hazardous Calls	92	146	171	119
Service Calls	251	100	125	159
Good Intent Calls	43	131	115	145
False Alarms	293	151	182	162
Subtotal	4,146	3,894	4,022	3,832
Mutual Aid Given	52	60	86	96
Mutual Aid Received	69	70	54	78
Grand Total	4,267	4,024	4,162	4,006

2016 Incidents by Census Code



2016 Incidents by Type





2016 Projects

In 2016, we saw the beginning of many projects and the continuation of old ones to increase safety and efficiency for firefighters and to better protect the citizens we serve. Some of these projects are:

1. **KSU Chemical Lab Inventory:** Work continues on this multi-year project with cooperation with KSU Fire Prevention to inventory chemicals in the teaching and research labs on campus. In 2016, KSU hired a full time person to track and inventory potentially hazardous materials. This inventory list is available to responding personnel electronically through a program call CHIMERA to better inform the firefighters of some of the hazards present.
2. **Radio Communications I:** We placed additional radio repeaters in the new ambulance and a fire engine to increase the range of our portable radios (walki-talkies), however they still have limitations,

mainly due to the inherent problems with the frequencies being utilized.

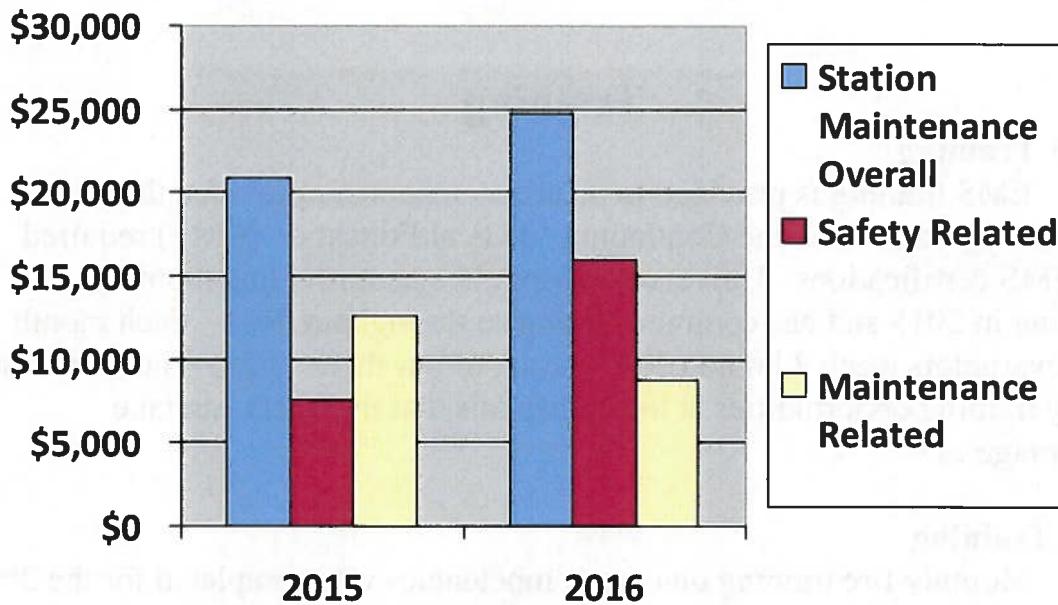
3. **Radio Communications II:** The department began working with other city departments, B & C Communications, plus the FCC and KSU Police to identify and target continual problems with weak and dysfunctional radio communications throughout the past several years. This problem has caused many instances of lapses in our ability to talk to each other during emergency calls.
4. **Emergency Medical Dispatching (EMD):** Our Police and Fire Dispatchers recently became “EMD” certified. His certification allows the dispatchers to give medically appropriate “lifesaving” directions to 911 callers during medical emergencies. They give directions on CPR, bleeding control and seizure and heart attack assistance.
5. **2016 Light Vehicles:** The department purchased new chase vehicles for each station this year. A Ford Explorer and a Ford Expedition. Total cost from State of Ohio bid prices: \$70,000.
6. **2016 Med Unit:** The department received delivery of a new 2016 Lifeline/Ford ambulance in August. This ambulance, like others recently purchased came equipped with a “Stryker” Power Cot system which greatly helps in reducing back injuries. Cost \$257,000.
7. **Mobile Data Terminals:** We began the process of placing computers in the main line fire apparatus to assist the fire officers in decision making and to give them information at their fingertips on things such as building pre-plans, hazardous materials, and routing information. Cost included in 2015 budgeting; \$6,000.
8. **Leadership Manual:** Various members of the department began to work together to develop a leadership manual for present and future firefighter and fire officer development. This manual was result of many hours spent together developing the blueprints of how we interact internally and externally.
9. **Strategic Planning:** In 2016, a group of fire officers and firefighters began working together with council members Garret Ferrara, Roger Sidoti, and Jack Amrhein, plus Dave Ruller to develop a working

strategic planning document to guide the department in future planning. This document is slated to be completed to a working stage in 2017.

Maintenance

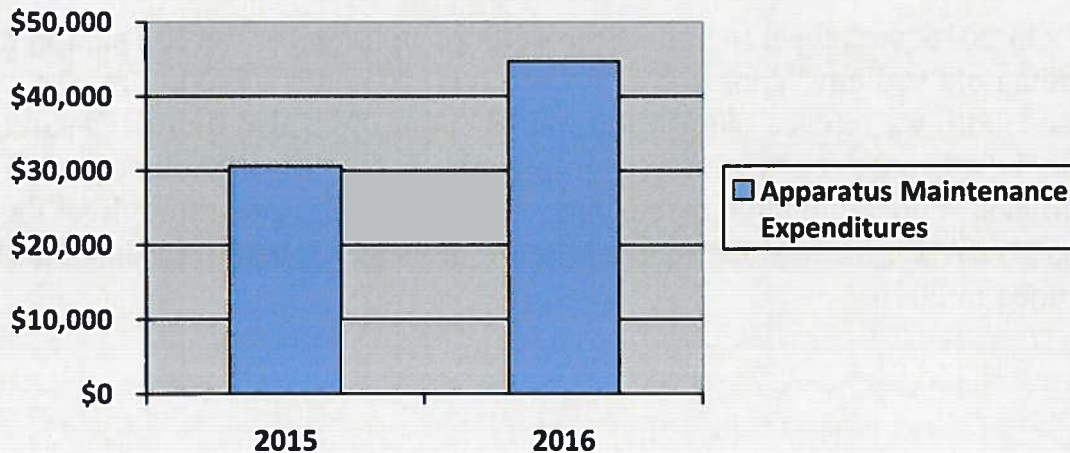
Building Maintenance

In 2016, we began to update the outdoor lighting for the fire station by replacing old sodium-vapor lighting with high-efficiency LED lights. As the old units fail, we replace them with the LED units. We also improved safety inside the apparatus bays with new drop cords feeding the ambulances and fire trucks. This eliminated extension cords and trip hazards throughout the bay areas. Also, the heating and ventilation units have been overhauled and upgraded in 2016.



Vehicle Maintenance

Our apparatus fleet is in good shape compared to many other departments in the area thanks to a capital budget plan that allows us to keep up with apparatus replacement. By this summer all of our ambulances will be identical Ford/Lifeline units. In 2018, we are scheduled to replace the 1992 heavy rescue. As newer apparatus is purchased, the forecast is for lower annual maintenance costs.



Training

EMS Training

EMS training is provided to insure members are provided the best opportunity to achieve the Continuing Medical Education (CME) required for EMS certifications. University Hospital began providing monthly training in 2015 and has continued doing so throughout 2016. Each month UH instructors teach 2 hours CME to each of our three shifts. There are also many training opportunities at local hospitals that members can take advantage of.

Fire Training

Monthly fire training on core competencies was completed for the 2nd year in a row. This achievement demonstrates the fire department's consistent focus on maintaining the basic skills required by all firefighters. These skills include: quick SCBA donning, MAYDAY operations, search & rescue, fire pump operations, aerial ladder & hose line operations and forcible entry. Maintaining these vitals skills increases safety while

improving capabilities when called upon to save a life. The department also brought in outside fire instructors plus sent many firefighters to classes and conferences in other cities.

Specialized Training

Specialized training includes HAZ-MAT, search & rescue and water rescue. Each member is trained to the operations level in each of these disciplines. Select members then gain technician level training as part of each County team. These teams train at least 4 hours each month across our county and throughout our region. Members also complete an annual confined space rescue refresher. This training is important as the department works with the service department and KSU as the “rescue team” during a confined space entry. The increase of water rescue calls in the Cuyahoga River over the last few years has reinforced the need for regular swift-water training for the department.

Fire Prevention Bureau

The Kent Fire Prevention Bureau is staffed with two Certified Fire Safety Inspectors who also maintain their Firefighter/Paramedic certifications.

Services we provide

Daily, we perform fire safety inspections for commercial businesses, Kent State University, Greek housing, and foster/adoption homes throughout the City. We conduct plan reviews, attend preconstruction meetings, and perform acceptance testing for fire alarm and sprinkler systems for all commercial buildings in the City and on Campus. In addition, we provide workplace fire safety education training, and “live burn” fire extinguisher training for businesses in Kent and Franklin Twp. We work extensively with local business and industry to assist them in developing their emergency action plans.

Our fire safety education program is focused on **all school aged children from Pre-K through 4th grade**, this includes child care centers, LEAP, and Head Start programs. We use our “Hazard House”, purchased through a grant, to help kids gain a visual understanding of the importance of fire hazards in their homes, smoke detectors, and knowing two ways out. Our fire safety education program begins in the summer with Kent Safety School and goes throughout the month of October, which is Fire Prevention Month.

On-Campus, the Bureau partners with KSU Fire Safety to provide fire education to KSU Fraternities and Sororities. This continues throughout the school year and includes the annual **Greek Fire Academy**, an all-day educational event for Greek Leaders held at our fire station every October. The staff worked with KSU Fire Safety and Greek Leadership to develop a curriculum which allows students an opportunity to experience “zero visibility” emergency evacuation of a building and live fire extinguisher training. This provides students with a better understanding of what to expect during an inspection or emergency. At this time, our Greek Fire Academy is the only program of this nature in the State of Ohio.

Special Events

In addition to the daily activities, the bureau also inspects, and supervises all fireworks shows both on and off campus throughout the year. We inspect all outdoor vendors (cooking/electric) throughout the festival season and conduct occupancy (overcrowding) inspections for downtown bars on weekends and throughout the year, including major events such as St. Patrick’s Day, May Day, and Halloween. Due to the large scale of these events, we often rely on Tim Benner, a Fire Inspector for Franklin Twp. whose office is located within the Kent Fire Prevention Bureau. We work closely with him on these and many other projects that affect businesses and residents in both the City of Kent and Franklin Twp.

Personnel

1. Lt. Jeff Coffee, CFSI
2. Lt. Jeff Tyler, CFSI

Inspections Completed = 515

Education

1. Pre K-4th Grade = 1,046 students
2. High School/College = 185 students
3. Elderly/Seniors = 204 persons
4. Fire extinguisher only = 153 persons

Total = 1,588 (fire safety education)

Incident Safety Officers

Both Fire Prevention Lieutenants are trained as Incident Safety Officer's for the Department. They respond to working fires, and any other major incidents within our jurisdiction.

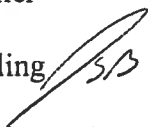
In Summary

Much has happened in 2016, and the Fire Department looks forward to a busy, productive 2017 as well. With the addition of the three extra firefighter/paramedics, we believe we are even better poised to provide the best possible service.

We have a vision statement which is meant to guide us as we make decisions throughout the course of the year: *The Kent Fire department will continue to develop new partnerships and programs to increase the safety of the community by providing means to improve training and education, improve emergency response and develop new strategies to solve problems while keeping true to our values and mission.*

These new strategies will be rolled out this spring in order to give council and administration a vision into what lies ahead for the Kent Fire Department.

MEMORANDUM
DIVISION OF ENGINEERING
City of Kent Department of Public Service

DATE: August 16, 2016
TO: Dave Ruller
FROM: Jim Bowling 
SUBJECT: SR 261 – Sunnybrook/Franklin Intersection

At the July 20, 2016 Council meeting, council referred to the administration the issue of the pedestrian crossings at the SR 261 – Sunnybrook/Franklin Intersection. This was done in response to comments made by James Fisher who lives on Sunnybrook Road. Mr. Fisher had several concerns/requests that are listed below:

- Conditions of the crossing are poor, including tall weeds near the push buttons
- Not enough time to cross the intersection
- Drivers are giving pedestrians a hard time
- Mr. Fisher wanted to meet to see if something could be done
- Crosswalks are good in downtown and horrible two blocks away

We agree with Mr. Fisher that the pedestrian crossings at the SR 261 – Sunnybrook/Franklin Intersection are difficult for pedestrians to use in the best conditions. This issue has been identified by staff as a need to be prioritized and addressed. It should be also noted that even with the difficult conditions of the crossing, that the last pedestrian crash study performed by AMATS showed that none of the 31 reported pedestrian crashes in Kent occurred at this intersection.

The main cause of the pedestrian crossing concerns at the intersection relate to the nature of SR 261. Specifically that it is an ODOT owned, limited access, four lane divided highway with a 50 mph speed limit. In addition, crossing distances are long, in some cases exceeding 70 feet and a pedestrian would need to stop in the median to cross the intersection, because the total crossing distance can exceed 140 feet. Due to all the above factors, the only significant fix to improve the pedestrian experience crossing SR 261 is a long term endeavor. The good news is that this endeavor has begun. City Council authorized a planning grant application that was submitted to study significant modifications to SR 261 to address numerous complete street related problems along the corridor, including the pedestrian crossing of SR 261. Below is an excerpt from the grant application relating to poor pedestrian facilities on SR 261.

“Poor Pedestrian Facilities: There is nothing desirable about crossing a 4-lane divided highway with a 50 mph speed limit. Yet, there are two locations (Franklin/Sunnybrook) and S. Water Street (SR 43) where people do just that. With large housing complexes on Sunnybrook immediately south of SR 261 and downtown Kent a short mile away, SR 261 creates a physical barrier to people biking or walking to the popular destination.”



The City and ODOT submitted the application for funding and the application was selected for funding. Currently staff is working with AMATS and ODOT to initiate the study.

While Kent, ODOT and AMATS work on planning for a long term solution it is critical to keep the existing facilities in good working conditions until a long term improvement can be implemented. Therefore in response to Mr. Fisher’s concerns the staff has done the following:


- All vegetation near the pedestrian signals were trimmed
- The pedestrian signal lights were evaluated and requests placed to replaced burnt out bulbs
- Signal crossing timings were obtained and are being evaluated against current standards for pedestrian crossing speeds.

Lastly, we met with Mr. Fisher to discuss what could be done in the short term and long term for this crossing. Including that the current standards for the City’s signals and pedestrian crossings are similar to those downtown and that our goal is to make Kent more walkable and bikeable community.

C: Jon Giaquinto
Gerald Shanley
file

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
FROM: Jim Bowling 
DATE: March 8, 2017
RE: SR 261 – Franklin/Sunnybrook Intersection

At the November 16, 2016 Council meeting, council referred to the administration the issue of vehicular safety at the SR 261 – Franklin/Sunnybrook Intersection. Specifically, the confusion of opposing drivers turning left that are uncertain how to traverse the intersection and the use of dotted lines through the intersection were proposed.

We agree that vehicular safety concerns exist at the SR 261 – Franklin/Sunnybrook Intersection and all other signalized intersections that cross the divided highway section of SR 261. This issue has been identified by the Akron Metropolitan Area Transportation Study (AMATS) and City staff. City staff has previously identified this area as a need to be prioritized and is currently in the planning stages to address the corridor's safety issues. Currently, AMATS table of High Crash Intersections (2013-2015) rank the SR261 – Franklin/Sunnybrook intersection as 7th in the City. In addition, other intersections in the divided highway portion of SR 261 are also on the list. The SR 261 and SR 43 intersection ranks 5th and the SR 261 and Mogadore Road intersection ranks 15th.

In response to Council's request, the Engineering Division has reviewed the crash history (see insert) of the intersection, determined congestion levels and its current functionality to determine what, if any, potential changes can be made to improve the safety of the intersection. After reviewing the crash reports, there were no crashes that were directly caused by the design of the intersection. However, the crash history does show a significant percentage of angle and running red light crashes. These crashes could be accentuated by the over built nature of the intersection.

**SR 261- Franklin/Sunnybrook
Crash History (2013-2015)**

Ran off Road – 1
Animal Crash - 2
Rear End – 5
Ran Red Light – 5
Angle – 7
TOTAL - 20

The current configuration of this overly large intersection provides for higher speeds, long crossing distances and minimal vehicular traffic congestion. The current configuration includes eastbound and westbound left turn lanes that do not oppose each other. This increases the crossing distance of left turning vehicles and potentially confuses drivers. The additional crossing distance and vehicular speeds may contribute to the high percentage of angle and running red light crashes.

While none of the crash reports indicated that the cause of the crashes were from opposing left turn driver confusion. The engineering division has looked into adding dotted lines to reduce the reported confusion from opposing left turn movements on SR 261. Due to the divided highway and large scale of the intersection, the dotted lines would be approximately parallel to northbound and southbound drivers and could lead those motorists off the roadway if they mistakenly followed the lines. We have attached a drawing showing the intersection with dotted lines added. In our professional judgement the addition of dotted lines could cause significant confusion to drivers. The Ohio Manual of Uniform Traffic Control Devices (OMUTCD) gives the following guidance for the use of dotted lines through intersections.

“To the extent possible, pavement marking extensions [dotted lines] through intersections should be designed in a manner that minimizes potential confusion for driver in adjacent or opposing lanes.”

Therefore based on the above, the addition of dotted lines as shown in the attached figure are not recommended.

In addition to evaluating the crash history and the use of dotted lines in the intersection, the engineering division analyzed the intersection to determine peak hour congestion levels. Traffic counts were taken on December 15, 2016 during afternoon peak hours. We found the average delay at the intersection was 26.6 seconds which equates to an intersection level of service of C. This minimal delay is indicative of the intersections excess vehicular capacity.

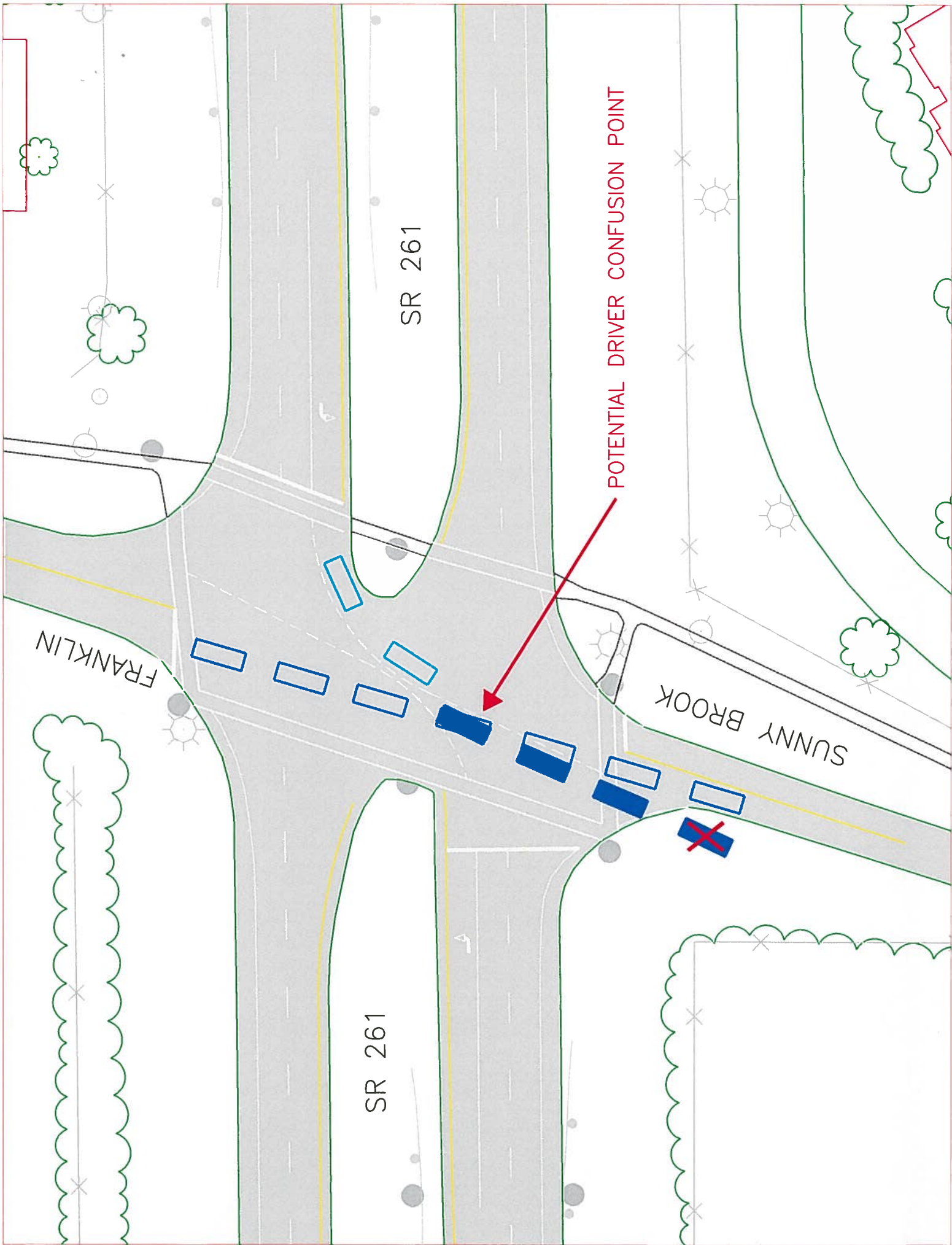
The division also evaluated the current change period time included in the signal timing. The change period time includes the yellow and all red phases at the intersection. This was done after speaking with an adjacent property owner describing the crashes occurring at the intersection. The evaluation showed that the change period times are in conformance with the Institute of Traffic Engineering Manuals.

One option that may help with reducing only the angle crashes, would be to change the timing and phasing of the intersection to allow for left turns only during the protected left turn phase (green arrow). Therefore, left turning motorists would not have to yield to opposing through movements, however the left turn vehicles would also not be permitted to turn except during the protected phase. Currently, there is a protected phase, but left turners are permitted to turn when the eastbound and westbound movements have a green light. This change would reduce mobility in the intersection and increase traffic congestion to an average delay of 28.7 seconds, which equates to an intersection level of service of C. To make this change, new signal heads would need to be installed along with new strain poles, additional wiring and span wire. These costs could reach \$85,000 per intersection. With the intersection of Mogadore Road and SR 261 functioning similarly to the SR 261/Franklin Intersection, it would be logical to make the changes at both intersections. More complex changes to the timing and phasing are not possible at the intersection with the current equipment.

The typical solutions to all the types of crashes at these types of intersections are significant in nature and a long term endeavor. The good news is that the endeavor has begun. The City was successful in receiving a transportation planning grant from AMATS to study the SR 261 corridor, including addressing the vehicular safety issues along the corridor. Currently, we are finalizing the grant agreement between AMATS and the City, selecting a consultant and assembling a citizen's advisor committee to assist the City in evaluating the corridor.

Based on the above evaluation, we are recommending not spending \$170,000 to make the timing and phasing changes to the existing intersections due to the limited number of crashes that would be affected by this change (approximately 2 per year). Instead we recommend, using these funds as a potential local match for more impactful changes that would better benefit safety at these intersections resulting from the SR 261 Planning Study.

C: Melanie Baker
Jon Giaquinto
Chief Lee
Chief Tosko
Suzanne Stemnock
Bridget Susel



SR 261

POTENTIAL DRIVER CONFUSION POINT

FRANKLIN

SUNNY BROOK

SR 261

**City of Kent
Income Tax Division**

February 28, 2017

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

Monthly Receipts

Total receipts for the month of February, 2017	\$1,072,047
Total receipts for the month of February, 2016	\$1,099,532
Total receipts for the month of February, 2015	\$1,025,924

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

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through February 28, 2017	\$2,300,893	16.08%
Total receipts January 1 through February 28, 2016	\$2,254,221	15.95%
Total receipts January 1 through February 28, 2015	\$2,159,130	14.80%

Year-to-date Receipts Through February 28, 2017 - Budget vs. Actual

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2017	\$ 14,311,290	\$ 14,311,290	\$ 2,300,893	16.08%	83.92%

Comparisons of Total Annual Receipts for Previous Nine Years

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

Submitted by



Director of Budget and Finance

2017 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended February 28, 2017

Month	Monthly Receipts			Comparisons	
	2015	2016	2017	Amount	Percent Change
January	\$ 1,133,206	\$ 1,154,690	\$ 1,228,846	\$ 74,156	6.42%
February	1,025,924	1,099,532	1,072,047	(27,485)	-2.50%
March	1,092,324	1,182,357			
April	1,432,498	1,413,680			
May	1,188,681	1,226,790			
June	1,172,480	1,239,820			
July	1,844,744	1,070,843			
August	1,126,103	1,219,361			
September	934,913	1,109,848			
October	1,148,218	1,226,785			
November	1,262,728	1,020,285			
December	1,230,671	1,169,043			
Totals	\$ 14,592,491	\$ 14,133,033	\$ 2,300,893		

Month	Year-to-Date Receipts			Comparisons	
	2015	2016	2017	Amount	Percent Change
January	\$ 1,133,206	\$ 1,154,690	\$ 1,228,846	\$ 74,156	6.42%
February	2,159,130	2,254,221	2,300,893	46,671	2.07%
March	3,251,454	3,436,578			
April	4,683,953	4,850,258			
May	5,872,634	6,077,048			
June	7,045,114	7,316,868			
July	8,889,858	8,387,712			
August	10,015,961	9,607,073			
September	10,950,874	10,716,920			
October	12,099,092	11,943,705			
November	13,361,820	12,963,990			
December	14,592,491	14,133,033			
Totals	\$ 14,592,491	\$ 14,133,033			

2017 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended February 28, 2017

Month	Monthly Receipts			Comparisons	
	2015	2016	2017	Amount	Percent Change
January	\$ 414,915	\$ 421,390	\$ 436,131	\$ 14,741	3.50%
February	380,146	385,108	398,208	13,099	3.40%
March	419,335	442,123			
April	421,050	422,702			
May	410,426	459,795			
June	445,804	410,589			
July	389,954	0			
August	400,211	808,425			
September	336,026	350,859			
October	407,766	469,297			
November	466,654	447,327			
December	424,587	438,817			
Totals	\$ 4,916,874	\$ 5,056,433	\$ 834,338		

Month	Year-to-Date Receipts			Comparisons	
	2015	2016	2017	Amount	Percent Change
January	\$ 414,915	\$ 421,390	\$ 436,131	\$ 14,741	3.50%
February	795,061	806,499	834,338	27,840	3.45%
March	1,214,397	1,248,622			
April	1,635,447	1,671,324			
May	2,045,873	2,131,119			
June	2,491,676	2,541,708			
July	2,881,630	2,541,708			
August	3,281,842	3,350,133			
September	3,617,868	3,700,992			
October	4,025,633	4,170,289			
November	4,492,287	4,617,616			
December	4,916,874	5,056,433			
Totals	\$ 4,916,874	\$ 5,056,433			

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

Comparisons of Total Annual Receipts for Previous Nine Years

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

2017 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
Police Facility Dedicated Income Tax Receipts - 1/9 of Total (0.25%)
as of Month Ended February 28, 2017

Monthly Receipts				Comparisons	
Month	2015	2016	2017	Amount	Percent Change
January	\$ 141,635	\$ 144,319	\$ 153,588	\$ 9,269	6.42%
February	128,226	137,426	133,991	(3,435)	-2.50%
March	136,525	147,779			
April	179,042	176,690			
May	148,568	153,332			
June	146,544	154,960			
July	230,567	133,840			
August	140,747	152,403			
September	116,851	138,715			
October	143,511	153,331			
November	157,823	127,521			
December	153,817	146,114			
Totals	\$ 1,823,856	\$ 1,766,430	\$ 287,579		

Year-to-Date Receipts				Comparisons	
Month	2015	2016	2017	Amount	Percent Change
January	\$ 141,635	\$ 144,319	\$ 153,588	\$ 9,269	6.42%
February	\$ 269,861	\$ 281,745	287,579	5,834	2.07%
March	\$ 406,386	\$ 429,524			
April	\$ 585,428	\$ 606,214			
May	\$ 733,997	\$ 759,546			
June	\$ 880,540	\$ 914,506			
July	\$ 1,111,107	\$ 1,048,346			
August	\$ 1,251,854	\$ 1,200,749			
September	\$ 1,368,705	\$ 1,339,464			
October	\$ 1,512,216	\$ 1,492,795			
November	\$ 1,670,040	\$ 1,620,316			
December	\$ 1,823,856	\$ 1,766,430			
Totals	\$ 1,823,856	\$ 1,766,430			

2017 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended February 28, 2017

Monthly Receipts				Comparisons	
Month	2015	2016	2017	Amount	Percent Change
January	\$ 1,274,841	\$ 1,299,009	\$ 1,382,434	\$ 83,426	6.42%
February	\$ 1,154,150	\$ 1,236,958	1,206,038	(30,920)	-2.50%
March	\$ 1,228,849	\$ 1,330,136			
April	\$ 1,611,541	\$ 1,590,370			
May	\$ 1,337,250	\$ 1,380,122			
June	\$ 1,319,024	\$ 1,394,780			
July	\$ 2,075,311	\$ 1,204,684			
August	\$ 1,266,850	\$ 1,371,764			
September	\$ 1,051,764	\$ 1,248,563			
October	\$ 1,291,729	\$ 1,380,115			
November	\$ 1,420,551	\$ 1,147,806			
December	\$ 1,384,487	\$ 1,315,157			
Totals	\$ 16,416,347	\$ 15,899,464	\$ 2,588,472		

Year-to-Date Receipts				Comparisons	
Month	2015	2016	2017	Amount	Percent Change
January	\$ 1,274,841	\$ 1,299,009	\$ 1,382,434	\$ 83,426	6.42%
February	2,428,991	2,535,966	2,588,472	52,506	2.07%
March	3,657,840	3,866,102			
April	5,269,381	5,456,472			
May	6,606,631	6,836,594			
June	7,925,654	8,231,374			
July	10,000,966	9,436,058			
August	11,267,815	10,807,822			
September	12,319,580	12,056,385			
October	13,611,309	13,436,500			
November	15,031,860	14,584,306			
December	16,416,347	15,899,464			
Totals	\$ 16,416,347	\$ 15,899,464			