



# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

TO: Dave Ruller, City Manager  
FROM: Dave Coffee, Director of Budget and Finance *D. Coffee*  
DATE: July 25, 2012  
SUBJECT: Renewal of Various Purpose Notes (BANs) and Refunding of 1998 Series Bond

I am respectfully requesting Finance Committee agenda time at its August 1, 2012 meeting to pursue authorization of seven separate ordinances related to City debt obligations. Due to a debt strategy change all six of the City's Bond Anticipation Notes (BANs) will be coming due in October as well as a refunding of our 1998 Series Bond planned to precede those BAN maturity and renewal dates. Following is a summary of the BANs that will come due on October 10, 2012 along with the requested renewal principal amount:

2011 Main Fire Station BAN - \$ 2,020,000  
2011 City Admin Bldg BAN - \$ 195,000  
2011 Sanitary Sewer BAN - \$ 675,000  
2012 Parking Facility BAN - \$ 4,000,000  
2012 Streets / Alley 4 BAN - \$ 1,230,000  
2012 Streets / Alley 5 BAN - \$ 1,650,000

Additionally, we have determined that it is advantageous for the City to refund its one outstanding General Obligation Bond and convert it back to Notes due to the current interest rate spread, with an estimated net savings in excess of \$150,000 over the remaining life of the debt.

1998 Various Purpose Bonds - \$ 1,200,000

The original plan to convert a substantial portion of our existing BAN debt to long term Bonds this fall was recently re-evaluated by our Debt Team and the resulting consensus was to defer such action until sometime in 2013 at the earliest. This determination was based on a combination of current and projected bond and note market conditions along with an assessment of the amount of calendar and resource time required to complete remaining critical tasks related to issuance of Bonds by the City.

Thank you in advance for your support of this request and the actions being recommended.



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127 Public Square  
Cleveland, OH 44114

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Pamela I. Hanover  
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July 24, 2012

***VIA OVERNIGHT MAIL W LETTER VIA E-MAIL***

David Coffee  
Director of Budget and Finance  
City of Kent  
325 South Depeyster  
Kent, Ohio 44240

**Re: City of Kent, Ohio  
\$9,770,000 Various Purpose Notes, Series 2012-2  
\$1,200,000 Various Purpose Refunding Notes, Series 2012**

Dear David:

I have enclosed the following documents relating to the above-captioned note issue, which includes refunding the two outstanding notes maturing October 10, 2012 and providing for redeeming the outstanding 1998 Bonds from the proceeds of notes:

1. **Seven Fiscal Officer's Certificates** (three copies of each), to be reviewed and signed by you and presented to Council prior to its first consideration of the Note Ordinances. The Certificates are dated August 1 on the assumption that they will be presented to Council no earlier than August 1.
2. **Seven Note Ordinances.** The Note Ordinances provide that the Notes will be dated the date of issuance, and mature not earlier than six months and not later than 1 year from that date, and shall bear interest at a rate not exceeding 5.0%, as determined by the Director of Budget and Finance in the Certificate of Award. As with last year, The Huntington National Bank is designated as Paying Agent.
3. **County Auditor's Receipt** (three copies of each), to be signed by the County Auditor upon receipt of a certified copy of the Note Ordinances.

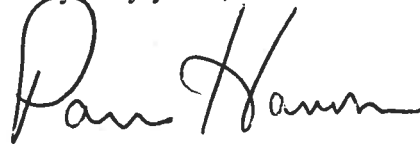
I have not provided that the Notes are treated as qualified tax-exempt obligations (QTEOs). That designation instead may be made in the tax certificate at closing, thereby giving us more flexibility

David Coffee  
July 24, 2012  
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For the transcript of proceedings for this issue, we will need a signed copy of the Fiscal Officer's Certificates, the County Auditor's Receipt, a certified copy of the Note Ordinances and of minutes (or an excerpt of minutes) of the Council meeting and of any related committee meeting, reflecting the roll call vote upon suspension of the rules and upon passage, and an affidavit of publication for the Note Ordinances.

As always, should you have any questions, please give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul Hanover". The signature is written in a cursive style with a large initial "P".

Pamela I. Hanover/cag  
Enclosures

Copy: David Ruller, City Manager  
James Silver, Law Director  
Linda M. Jordan, Clerk of Council (w/encl. via e-mail)  
Jeff Rink (w/ordinances via e-mail)  
Shannon Frankovich (w/ordinances via e-mail)  
Paul Komlosi (w/ordinances via e-mail)

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Linda Copley

FROM: Jim Bowling

DATE: July 20, 2012

RE: Council Agenda Request for OPWC Pre-application

Engineering is requesting council time to seek approval to submit an application to and execute the subsequent agreement with the Ohio Public Works Commission (OPWC), if successful, for the following project:

**Summit Street Traffic Signal Coordination Project** – This project is currently included in the Capital Plan and consists of congestion, safety and access management improvements on Summit Street from Lincoln to Loop Road. The project limits includes 4 of the top 6 accident intersections as ranked by the Akron Metropolitan Area Transportation Study (AMATS) in May, 2006. The project recently completed the planning and preliminary engineering phase and is progressing to the detailed design phase. During the preliminary engineering of the project it was determined that some modifications to the funding alternate were needed as more information was received. One significant change is that the pavement along the corridor is in need of complete replacement due to poor base conditions. Another significant change was the incorporation of roundabouts with HAWK beacons at the Summit/Ted Boyd and Summit/Risman Drive intersections. Therefore, we are seeking OPWC funding to cover a portion of the increase in funding necessary to complete the project. We are requesting approximately \$700,000 in grants and \$150,000 in no interest loans from OPWC. The following is the current funding plan for the project:

- Total Budget \$14.2 million
  - \$6.0 million AMATS CM/AQ Funds<sup>1</sup>
  - \$4.2 million ODOT HSP Funds<sup>1</sup>
  - \$0.8 million Upcoming additional ODOT HSP Fund Request
  - \$0.7 million OPWC Request
  - \$1.25 million Kent State University
  - \$1.25 million City of Kent

<sup>1</sup> – Secured funding

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



# CITY OF KENT, OHIO

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## DEPARTMENT OF ECONOMIC DEVELOPMENT

**Date:** July 25, 2012

**To:** David Ruller, City Manager  
Linda Copley, Clerk of Council

**From:** <sup>DS</sup> Dan Smith, Economic Development Director

**Subject:** ODOD 629 Grant Acceptance

Like the Ohio Department of Transportation \$500,000 grant we received and approved for infrastructure improvements in the Downtown Revitalization Project, we have just received the Ohio Department of Development's 629 grant agreement in the amount of \$300,000. While both of these grants were submitted at the same time, the attached 629 grant took a little longer to process. With the construction of the projects and improvements taking place at an extremely brisk pace, we are looking to approve and execute this grant agreement as quickly as possible.

To that end, I am respectfully requesting time on the August 2 Council Committee meeting accept and approve the ODOD 629 agreement and funding for roadwork improvements

## GRANT AGREEMENT

<b>Grantee:</b>	City of Kent		<b>Grant Control No.:</b>	ECDD 12-319	
<b>Project Site Address:</b>	Downtown Kent Revitalization Project; Central Business District Parcels 17-024-10-00-022-003;17-024-10-00-022-004;17-024-10-00-022-005;17-024-10-00-022-006;17-024-10-00-022-007;17-024-10-00-022-008;17-024-10-00-025-003;17-024-10-00-025-004; 17-024-10-00-025-005; and the two surrounding streets, esplanade, and Transit Center; Kent, OH 44240				
<b>Project Local Jurisdiction:</b>	City of Kent	<b>Effective Date:</b>	May 21, 2012		
<b>Project County:</b>	Portage	<b>Project Completion Date:</b>	November 21, 2013		
		<b>Grant Expiration Date:</b>	December 31, 2016		
<b>Project Contact</b>					
<b>Grantee Contact:</b>	Mr. Dave Ruller	<b>Title:</b>	OFI Manager		
<b>Address:</b>	215 E. Summit Street	<b>State:</b>	OH	<b>Zip:</b>	44240
<b>Email Address:</b>	N/A				
<b>Phone Number:</b>	(330) 678-8100	<b>FAX Number:</b>	N/A		
<b>Project Job Commitment and Investment</b>					
<b>Jobs to be Created:</b>	0	<b>Jobs to be Retained:</b>	144	<b>Investment:</b>	\$1,447,205.55

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Development ("Grantor") and Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements of Erie Street in support of the Ametek, Inc. and Davey Tree project in the City of Kent (the "Project"). This Agreement incorporates by reference the "Scope of Work," which is attached as Exhibit I.

### 1. Project Funding.

(a) State Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Three Hundred Thousand Dollars (\$300,000.00) (the "Grant Funds") to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

(c) Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement.

Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties.

Grantee hereby revocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

(d) **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

2. **Payment of Grant Funds.** Grantor shall disburse the Grant Funds on a reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. Travel expenses will not be costs eligible for reimbursement with Grant Funds. Grantor shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a reimbursement request.

3. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the Grant Expiration Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. **Agreement Deadlines and Term.**

(a) **Project Completion.** Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Project Completion Date, Grantee must request an extension of time to complete the Project at least sixty (60) days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Expiration Date set forth on the first page of this Agreement. The Expiration Date is December 31<sup>st</sup> of third year after the Project Completion Date, unless it is terminated earlier as provided in Section 10 (collectively, the "Term"). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

5. **Job Creation and Maintenance of Operations.** Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of attracting and

retaining business opportunities for the State of Ohio which create or retain a significant number of jobs for Ohioans. Accordingly, Grantee's obligations to create and/or retain jobs and maintain substantial operations at the Project site during the Term are essential terms of this Agreement.

(a) **Job Commitment.** From the Effective Date through the Expiration Date, Grantee shall create and/or retain or cause the creation and/or retention at the Project site the number of full-time jobs set forth as "Jobs to be Created" and "Jobs to be Retained" on the first page of this Agreement. Once created or retained, Grantee shall maintain or cause the maintenance of such jobs at least through the Expiration Date.

(b) **Notice of Change.** If the company or companies that have benefited from the Grant Funds intends to reduce the number of jobs at the Project site, sell or otherwise transfer its interests in the Project site, sell or transfer any equipment for which the purchase price was reimbursed in whole or in part with Grant Funds or cease substantial operations at the Project site prior to the Expiration Date, Grantee shall give Grantor written notice of such intended action at least five (5) business days prior to implementation unless Grantee is expressly prohibited by applicable law from giving such notice. If prior notice is prohibited by law, Grantee shall notify Grantor in the most expeditious manner possible at the time such intended actions are implemented. Vacancies created by resignation or other termination of employment of individual employees shall not require notice under this Section 5(b) if Grantee anticipates filling such vacancies within a reasonable time and in the ordinary course of its business.

(c) **Remedy.** If Grantee fails to satisfy its obligations under paragraph (a) of this Section 5, or to ensure maintenance of substantial operations at the Project site during the Term, Grantor may require Grantee to pay to Grantor, as liquidated damages for such breach, an amount equal to the amount of the Grant Funds disbursed to Grantee under this Agreement. Grantor may, based on Grantor's assessment of market conditions and such mitigating factors regarding Grantee and its operations at the Project site as Grantor deems relevant, waive all or a portion of the liquidated damages amount. Grantee shall pay any damages claimed within thirty (30) days after written demand by Grantor.

## **6. Non-Discrimination.**

(a) **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

## **7. Reporting.**

(a) **Performance Reports.** Grantee shall submit to Grantor an Annual Employment Verification Report in the format required by Grantor from time to time (the "**Annual Report**"). Each Annual Report shall provide information for the applicable reporting period detailing the progress of the Project, if required, the number of employees first hired by the company or companies benefiting at the Project site on or after the Effective Date, the number of employees first employed at the Project site prior to the Effective Date and retained at the



Project site on or after the Effective Date, and the Investment to date. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect and each Annual Report shall be received by Grantor no later than January 15, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.

(b) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Annual Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(c) Remedy. Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than thirty (30) days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

#### **8. Records Maintenance and Access.**

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

#### **9. Adherence to State and Federal Laws and Regulations.**

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action

inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must certify compliance with Ohio Revised Code § 2909.33.

(g) Prevailing Wage. Construction of public improvements with public funds is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements applicable to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(h) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

**10. Default and Remedies.**

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Sections 5 and 7 of this Agreement, demand liquidated damages as provided in Sections 5(c) and 7(c), respectively. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.

(e) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(f) Proportional Reduction. Upon determination by Grantor that Grantee has failed to comply with the aggregate job creation and/or retention commitments set forth on page 1 of this Agreement, Grantor may proportionally reduce the amount of grant funds due Grantee and require a refund of the amount of Grant Funds which exceed the proportion attributable to the level of performance achieved.

(g) **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

11. **Liability.** Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

12. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:  
Ohio Department of Development  
77 South High Street, 28th Floor  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
ATTN: Director, Strategic Business Investment  
Division

If to Grantee:  
To the Grantee Contact and address as set  
forth on page one of this Agreement.

With a copy to the Chief Legal Counsel of the Ohio  
Department of Development.

14. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter.

Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(m) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**Grantee:**

**City of Kent**

**Grantor:**

**State of Ohio  
Department of Development**

Christiane Schmenk  
Director  
Ohio Department of Development

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

EXHIBIT I

Scope of Work

City of Kent  
City of Kent, Ohio (Portage County)

The Ohio Department of Development approved the release of \$300,000 from fund 4W00, line item 195629, Roadwork Development Grant, funds for fiscal year 2012, for the City of Kent for costs associated with the completion of public roadwork improvements of Erie Street, in support of the Ametek, Inc., and Davey Tree project.

As a result of the project and State assistance provided, Ametek, Inc. will retain 140 existing full time positions.

Eligible public roadwork improvement costs at the project site are estimated at approximately \$1,447,205.55. The requested \$300,000 in Roadwork Development Grant assistance represents approximately 20.7 percent of eligible project costs. The City of Kent has committed to funding the balance of the public roadwork improvement costs.

The project will replace the existing failed pavement with new asphalt pavement, curb and gutter, storm sewers, street lighting, sidewalks, and streetscape. The road width will vary to include on-street parking on both sides of the street including new parking control equipment. Adjustments to existing utility infrastructure and driveways will be required to meet the new street grades.

The proposed road project will include the full reconstruction of Erie Street from Water Street to SR 59.

**Project Cost**

<u>Road Improvement</u>	<u>\$1,447,205.55</u>
Total Project Cost	\$1,447,205.55



# CITY OF KENT, OHIO

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## DEPARTMENT OF ECONOMIC DEVELOPMENT

**Date:** July 25, 2012

**To:** David Ruller, City Manager  
Jim Silver, Law Director  
David Coffee, Finance Director  
Linda Jordan, Clerk of Council

**From:**  Dan Smith, Economic Development Director

**Subject:** CORF Grant Purchase Agreement and Failure Investigation  
Grant Agreement with Thomas & Betts Clarification

As previously discussed and approved, we had applied and received a State of Ohio Clean Ohio Revitalization (CORF) grant in the amount of \$1.34 million to clean up the former R.B.&W. site located at 800 Mogadore Road. Council has previously agreed to split the slurry wall failure investigation expense with Thomas and Betts Corp. The cost of the investigation is not to be higher than \$150,000 and each party is only responsible for up to \$75,000. This has not changed. Two items are in need of update:

- 1) In executing the requirements of the CORF grant, Thomas and Betts Corp. could not be the contracting agent with the environmental consulting company (HzW Environmental Consultants, Inc.). Since our original Council approval had us reimbursing Thomas and Betts Corp., we need to update the appropriation to match the current process we are using to complete the failure investigation. We hold the current contract to complete the failure investigation and move into the CORF cleanup phase. Again, there are no additional expenses associated with this procedural update.
- 2) Grant agreement revision and extension to complete the failure investigation. The grant agreement we executed with Thomas & Betts Corporation has a June 30 expiration date to complete the failure investigation portion of the project. Since the investigation phase has taken in to July and August to complete, we need to make the necessary revision and extension to complete the project.

I am respectfully requesting time on the August 2 Council Committee meeting to seek approval for the items above in support of executing the Clean Ohio grant as previously described and approved.



**CITY OF KENT AND  
THOMAS & BETTS AGREEMENT**

**ENVIRONMENTAL GRANT**

**THIS AGREEMENT** is made and entered into by and between the CITY OF KENT, OHIO (“City”), through the City Manager and the THOMAS & BETTS COMPANY, hereinafter referred to as the “Grantee”.

**WITNESSETH:**

**WHEREAS**, the City has an interest in cleaning up and containing environmental hazards within the City of Kent; and

**WHEREAS**, the Grantee has shown a great deal of initiative and effort in the environmental cleanup of 800 Mogadore Road, Kent, Ohio; and

**WHEREAS**, there is a need to assess the leakage of environmentally hazardous materials, either around or through a slurry containment wall already on the property known as 800 Mogadore Road, Kent, Ohio.

**NOW THEREFORE**, the City of Kent, Ohio and Thomas & Betts, in consideration of the mutual covenants herein, agree as follows:

**A. GRANT AWARD AND APPROVED ACTIVITIES**

1. The City hereby awards to the Grantee a grant of up \$75,000.00 to implement the investigation of leakage of hazardous materials around or through the slurry retaining wall on its property known as 800 Mogadore Road, Kent, Ohio.

2. The Grantee shall provide at minimum, a local match equal to the above mentioned pass-through grant amount.

3. The City shall make one reimbursement payment to the Grantee upon two (2) conditions: (1) completion of the entire project and, (2) the granting by the State of Ohio of monies through the Ohio Department of Development (Project #2011-031), for Clean Ohio Revitalization Funds (CORF) for clean up of the property at 800 Mogadore Road, Kent, Ohio. Payment shall be made upon the City’s review and approval of a Grantee submitted final financial statement and report, identifying total project costs and project results.

4. Attached to this Agreement is a signed resolution by Council authorizing the City to award this grant and to implement the activities described herein.

5. The Grantee shall obtain prior written approval for the City to revise or change the approved project activities and/or approved expenditures.

6. This Agreement shall commence on December 1, 2011 and shall terminate on June 30, 2012 at which time and subject to appropriation, it may be renewed under the same terms and conditions by mutual written agreement of the parties for a term ending November 30, 2012.

7. Within 30 days after the project's completion, the Grantee will submit financial statements and reports identifying project costs and results to the City.

8. The Grantee agrees to comply with all applicable state and federal laws regarding this project.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the dates written below.

I (we) have the authority to sign this Agreement and do so by my (our) respective capacity:

**CITY OF KENT, OHIO**

**THOMAS & BETTS COMPANY**

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

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax Identification Number



Suzanne Robertson &lt;robertsons@kent-ohio.org&gt;

## Ten minute parking requests

1 message

Bill Lillich &lt;lillich@kent-ohio.org&gt;

Thu, Jul 5, 2012 at 4:06 PM

To: Dave Ruller &lt;rullerd@kent-ohio.org&gt;, Suzanne Robertson &lt;RobertsonS@kent-ohio.org&gt;

Cc: Gene Roberts &lt;Roberts@kent-ohio.org&gt;

Mr. Ruller,

In the notes from the Traffic Engineering & Safety meeting of June 18, several items were discussed relating to downtown parking. One had to do with a couple of requests by business men relocating to the downtown, who requested the dedication of short term parking spaces for delivery or pick-up vehicles.

During the discussion, it was pointed out that if such a dedication of space was extended, that the courtesy should also be extended to other similar businesses in the downtown area. At the conclusion of the discussion, staff agreed to prepare a map with the addition of several short term spaces. The proposal provided for the presentation to be made for the City Council in order to get broader input on this type of use of the valued parking spaces in the downtown.

Attached is a map of the downtown area that identifies the location of nine separate ten minutes spaces. We request that this issue be added to a future City Council committee meeting for discussion and review.

Thank you,  
Bill Lillich  
Gene Roberts

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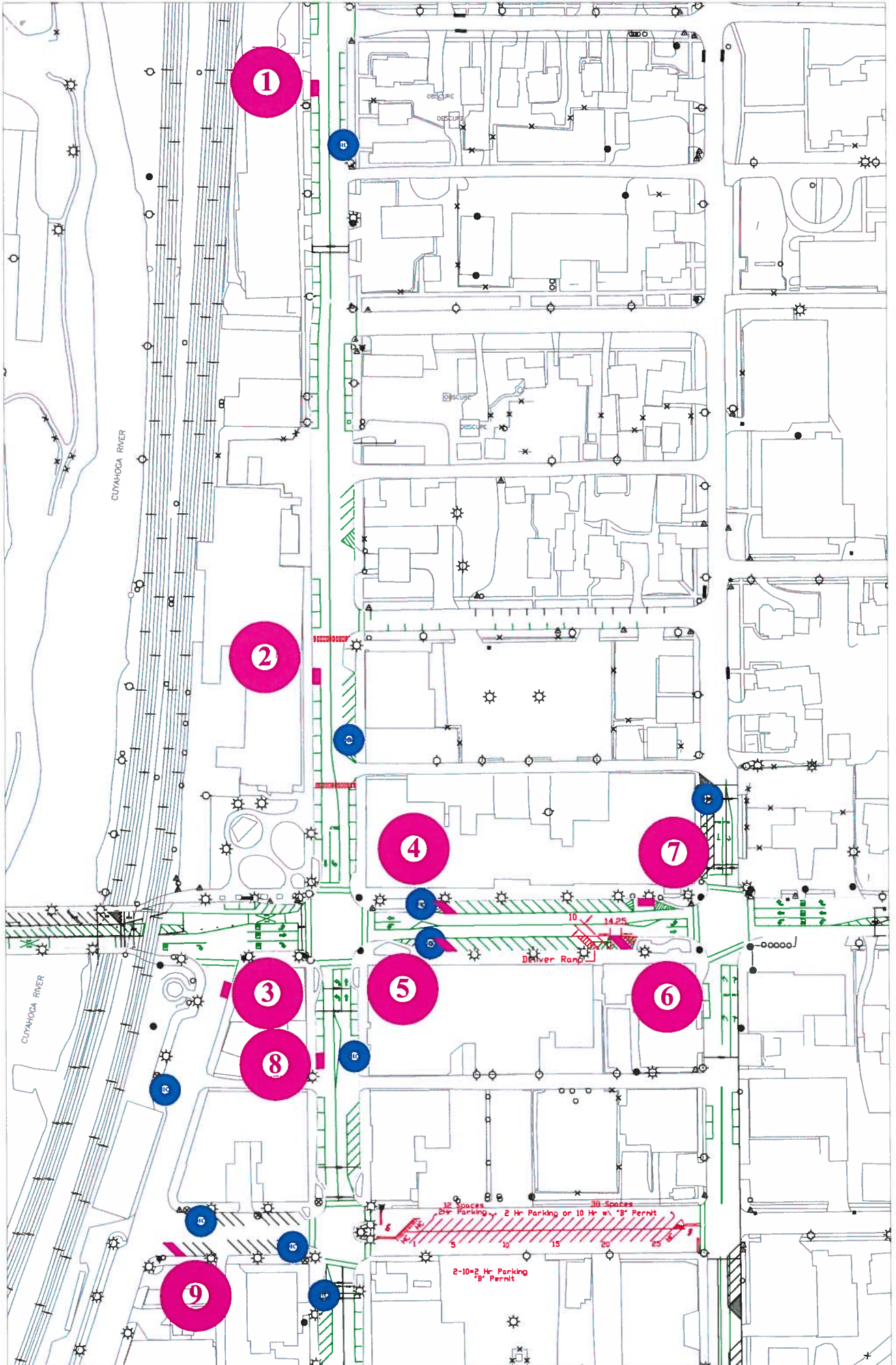
### 2 attachments

**10-Min Pkg Proposed.pdf**

105K

**2012039 Ten minute parking proposal.DOC**

29K



### **Penalties for Non-Compliance of Removal of Solid Waste**

The health department is proposing to issue monetary citations for not complying with a 48 hour Health Commissioner order to remove solid waste from the property. The purpose of issuing monetary citations will provide additional enforcement options for the Health Commissioner in obtaining compliance with section 521.08 of the codified ordinance.

Currently, we provide a 48 hour order to remove the solid waste from the property. If the order is not complied with, we have the trash removed from the property if it is on the curb or treelawn and bill the property owner for the cost. If they are not responsive in paying for the costs of removal, we can then place the costs of the removal on their taxes. Unfortunately, many of the solid waste complaints are in the rear or side of properties and we or R & R sanitation can not enter the property for proper removal. This would be trespassing. In these instances, under the ordinance we can file the case in court which is time consuming and costly and will still not take care of the solid waste problem.

Even if the 48 order is complied with, the nuisance is then abated and the complaint is dropped. Once the complaint is abated, this provides a clean slate for the solid waste offenders and the cycle often repeats itself. Unfortunately, we have many repeat offenders of the solid waste ordinance. Other than continually issuing them 48 hour orders in hope of obtaining compliance, we often have no other recourse in these instances. In addition to being able to issue citations with monetary penalties for these repeat offenders, the health department believes that they will not violate the solid waste ordinance to begin with if they know they are going to be fined.

**An addition to the current codified ordinance could read like this:**

**“Whoever violates or fails to comply with any provisions of this chapter under section 521.08 08 in any given calendar year shall be fined no more than \$100 per offense. A separate offense shall be deemed committed for each day during or on which a violation of noncompliance occurs or continues.”**

**Or**

**“Whoever violates or fails to comply with any provisions of this chapter under section 521.08 in any given calendar year shall be fined the following:**

**1<sup>st</sup> Offense: \$50**

**2<sup>nd</sup> Offense: \$100**

**3<sup>rd</sup> Offense: \$250**

**A separate offense shall be deemed committed for each day during or on which a violation of noncompliance occurs or continues.”**

**521.08 SOLID WASTE MANAGEMENT; LITTER CONTROL.**

(a) As used in this section, "garbage" means all discarded putrescible materials including,

but not limited to, animal, vegetable or fruit wastes resulting from the handling, storage, preparation or eating of food and handling and disposal of small dead animals.

(b) As used in this section, "solid waste" means such unwanted residual solid or semisolid materials as results from industrial, commercial, agricultural and community operations, excluding earth or material from construction, mining or demolition operations, or other wastematerials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and noncombustible material, street dirt and debris. Solid waste does not include any material that is an infectious waste, a hazardous waste, an asbestos waste or material defined in Section 935.02(h). For the purpose of this definition, "materials from construction operations or demolition operations" are those items affixed to the structure being constructed or demolished, such as brick, concrete, stone, glass, wall board, framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring and insulation but excludes material whose removal has been required prior to demolition.

For the purpose of this definition, semisolid material does not contain liquids which can be readily released under normal climatic conditions as determined by Method 9095 (Paint Filter Liquids Test) in SW-846: "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods."

(c) Each owner, tenant, occupant or person in control of any premises, private or public, shall at all times keep the premises clean of any solid waste or any other material dangerous to the public health, deposited on such premises and shall take measures including, but not limited to, daily clean-up of the premises to prevent such litter from drifting or blowing to adjoining premises.

(d) Receptacles of sufficient size and number shall be placed on all premises, public and private, for the disposition of litter and solid waste. Such receptacles shall be maintained in a sanitary manner as to prevent the contents from being scattered upon such premises.

(1) Receptacles shall be of rigid plastic or metal, watertight and equipped with tight-fitting lids.

(2) Plastic bags may be used for receptacles for nonputrescible material only, provided that such bags have a thickness of at least 1.5 mils and are twist-tied. Loaded weight of such bags shall not exceed ten pounds.

(3) Under the following conditions the property owner, operator or agent of the premises shall provide additional or larger bulk storage receptacles (e.g., dumpster) capable of holding all accumulated solid waste between collections or provided additional collection as is required to abate the overflow:

A. When a receptacle is filled to the point that loose garbage or open and/or torn bags of garbage are scattered on the ground around the receptacle;

B. The lid on a receptacle cannot be tightly closed on more than four different days in one month or three consecutive days in one week.

(4) Any solid waste receptacle spillage which may occur upon the ground, sidewalk, street or alley shall be promptly cleaned up within twenty-four hours after spillage.

(5) Any solid waste receptacle not collected regardless of reason shall be promptly removed within twenty- four hours after the collection day for which it was put on the curbside.

(e) Each owner, tenant or occupant of premises shall remove or cause to be removed any solid waste or any other materials on such premises within forty-eight hours after having been served written notice by the Health Commission to remove or cause to be removed such material from the premises.

(f) In the event the owner, tenant, occupant or person having the care of any building or lot of land does not remove or cause to be removed materials in accordance with the provisions of this section, the Director of Public Service is authorized and it shall be his/her duty to enforce the provisions of this section and cause such materials to be removed from such location.

(g) Whenever materials are removed by the City in accordance with the provisions of this section, notice by regular mail shall be given to the owner of such lot or parcel of land at his/her last known address to pay the costs of the removal of such materials and such owner shall be given five days within which to pay the costs of the removal. The notice shall be accompanied by a statement of the amount of the costs incurred by the City for the removal of such material and in the event the same is not paid within thirty days after mailing of such notice, then such amount shall be certified to the County Auditor and collected in the same manner as other taxes and assessments are collected.

(h) All parking lots and premises with a parking capacity in excess of twenty-five spaces shall be provided with solid waste receptacles distributed within the parking area at the rate of at least one receptacle for every twenty-five parking spaces. Such receptacles shall have tight-fitting lids or tops and shall be weighted or secured to the ground to prevent spillage. It shall be the responsibility of the owner or manager of the parking lot to properly dispose of refuse and trash deposited in such containers at least one time per week.

(i) No person shall, regardless of intent, throw, drop, discard, place or deposit litter or solid waste or cause litter or solid waste to be thrown, dropped, discarded, placed or deposited on any public property, on private property not owned by him/her, or in or on waters of the State, unless the person has:

(1) Been directed to do so by a public official as part of a litter collection drive;

(2) Thrown, dropped, discarded, placed or deposited the litter in a litter receptacle in a manner that prevents its being carried away by the elements;

or

(3) Been issued a permit or license covering the litter pursuant to Ohio R.C. Chapters 3734 or 6111.

(j) As used in this section, "litter" means garbage, trash, waste, rubbish, ashes, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass or anything else of an unsightly or unsanitary nature, thrown, dropped, discarded, placed or deposited by a person on public property, on private property not owned by him/her, or in or on waters of the State, unless the person has

(1) Been directed to do so by a public official as part of a litter collection drive;

(2) Thrown, dropped, discarded, placed or deposited the litter in a litter receptacle in a manner that prevents its being carried away by the elements;

or

---

(3) Been issued a permit or license covering the litter pursuant to Ohio R.C. Chapters 3734 or 6111.

(k) Whoever violates any provision of this section is guilty of a misdemeanor of the third degree. (Ord. 1991-10. Passed 3-6-91.)

.



**Gene Roberts**< roberts@kent-ohio.org>  
To: Dave Ruller <rullerd@kent-ohio.org>

Mon, Jul 23, 2012 at 4:11 PM

Dave,

I would characterize the sanitary and storm sewer ordinances as combining the current language with updates as required by the Ohio EPA and US EPA. Both of the new ordinances are based on model ordinances (for storm the Model Illicit Discharge Ordinance and for sanitary the Model Sanitary Sewer Use Ordinance) provided by the US EPA having required language that would fall into three primary areas:

Technical - updates limits and inclusion of best management practices in the absence of numerical limit for a given chemical constituent.

Enforcement - ordinance required escalation as an enforcement mechanism, starting with a notice of violation and ending with criminal penalties.

Notification requirements - there is an increased responsibility on the part of non-residential properties to notify the city when certain incidents occur.

The above three changes are blended with past ordinance language that ties to other City ordinances such as building sewers and responsibility to tie in, which is not addressed in the EPA model ordinances but needed to tie back to other City ordinances as enforced by Community Development. Additionally the requirements for fee setting is defined as in previous ordinances.

The storm water ordinance was first written in 2002 with a few updates in the past ten years. The sanitary sewer ordinance has its origins back to the 1920s with several revisions, the most current re-write is circa 1991. Both ordinances have been updated over the years to reflect increases in rates but this is the first major re-write for storm water and for sanitary the first major rewrite in the past two decades.

Thanks  
gene

CHAPTER 921  
Stormwater Use Ordinance

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**921.01 Stormwater Utility, Purpose and Intent**

(a) It is hereby declared necessary for the protection of the public health, safety, welfare and convenience of the City and its inhabitants to codify the storm drainage utility and equitable rates or charges to be paid to the City for the use of such services which shall be used for the payment of the cost of the management, maintenance, operation, repair, construction, reconstruction, enlargement, replacement and related costs of the storm drainage system.

(b) The further purpose of this ordinance is to provide for the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

- (1) To regulate the contribution of pollutants to the MS4 by stormwater discharges by any user
- (2) To prohibit Illicit Connections and Illicit Discharges to the MS4
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

## **921.02 Findings, Determinations and Power**

- (a) It is hereby found, determined, and declared that those elements of the system which provide for the collection, treatment and disposal of stormwater and regulation of ground water are of benefit and provide services to all property within the incorporated City limits, including property not presently served by the storm elements of the system. The beneficiaries of the system include all real properties within the City of Kent which benefit by the provision, operation and improvement of the system. Such benefits may include, but are not limited to, the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater, the reduction of hazard to property and life resulting from stormwater runoff, improvement in general health and welfare through reduction of undesirable stormwater conditions, and improvement to the water quality in the storm and surface water system and its receiving waters.
- (b) The stormwater utility, under the direction of the Director of Public Service shall, and does, have the power to:
  - (1) Prepare rules and regulations as needed to implement this Chapter and forward the same to City Council for consideration and adoption, and adopt such policies and procedures as are required to implement said regulations or carry out other responsibilities of the utility.
  - (2) Administer the acquisition, design, construction, maintenance and operation of the utility system, including capital improvements.
  - (3) Administer and enforce this Chapter and all regulations and procedures adopted relating to the design, construction, maintenance, operation and

alteration of the utility system including, but not limited to, the quantity, quality and/or velocity of the stormwater conveyed thereby.

- (4) Inspect private systems as necessary to determine the compliance of such systems with this Chapter and any regulations adopted pursuant to this Chapter.
- (5) Advise City Council, the City Manager and City departments on matters relating to the utility.
- (6) Prepare and revise a comprehensive drainage plan for adoption by City Council periodically.
- (7) Review plans, approve or deny, inspect and accept extensions to the system.
- (8) Establish and enforce regulations to protect and maintain water quality within the system in compliance with water quality standards established by state, regional and/or federal agencies as now adopted or hereafter amended.
- (9) Analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility annually.

### 921.03 Definitions

- (a) For the purpose of this Chapter, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.
  - (1) **Authorized Enforcement Agency** means employees or designees of the Director of Public Service of the City of Kent designated to enforce this ordinance.
  - (2) **Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating

procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

- (3) **Billing Period** means the period identified from the first day of the month to the last day of the month. All bills rendered during a month are for the period beginning on the first day of the same month and are valid for that entire month unless otherwise identified. When City water service is discontinued during a month, the drainage fee due for that account shall be the pro rata portion of the month for which water services were active. When a developed property that does not receive City water service changes ownership during a billing period, the account existing on the first day of the billing period shall be liable for the prorated portion of the drainage fee for that billing period from the first day of the billing period until the day the property transaction is recorded with the Portage County Recorder.
- (4) **Bonds** mean revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.
- (5) **Calendar Year** means a twelve month period commencing on the first day of January of any year.
- (6) **Clean Water Act** means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.
- (7) **Construction Activity** means activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.
- (8) **Costs of Construction** means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including, but not limited to, the costs of:
  - A. Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements therefor,
  - B. Physical construction, installation and testing, including the costs of labor, services, materials, supplies and construction services used in connection therewith,
  - C. Architectural, engineering, legal and other professional services,

- D. Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation,
  - E. Any taxes or other charges which become due during construction,
  - F. Expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against contractor or sub-contractor in respect of any default under a contract relating to construction,
  - G. Principal of interest of any bonds, and
  - H. Miscellaneous expenses incidental thereto.
- (9) **Debt Service** means, with respect to any particular calendar year and any particular series of bonds, an amount equal to the sum of all interest payable on such bonds during such calendar year, plus any principal installments of such bonds during such calendar year.
- (10) **Deputy Service Director/Superintendent of Engineering** means the Deputy Service Director/Superintendent of Engineering for the City of Kent, Ohio or his/her designee.
- (11) **Developed Property** means that which has been altered from its natural state by the removal of vegetation and/or topsoil or by the addition of any improvements such as a building, structure, impervious surface, change of grade, or landscaping. For new construction, a property shall be considered developed pursuant to this ordinance:
- A. Upon issuance of a Certificate of Occupancy, or upon completion of construction of final inspection if no such certificate is issued;  
or
  - B. Where construction is at least 50 percent complete and construction is halted for a period of three months.
  - C. Where vegetation and/or topsoil have been removed leaving exposed soil surfaces for a period of three months.
- (12) **Director** means the Director of Public Service for the City of Kent, Ohio, or his/her designee.
- (13) **Dwelling Unit** means any residential space for habitation as classified by the City building Code.

- (14) **Equivalent Residential Unit** or **ERU** means the statistical average horizontal impervious area of “residential units” (single family, mobile homes, multifamily, condominiums, etc., within the City of Kent). The horizontal impervious area includes, but is not limited to, all areas covered by structures, roof extensions patios, porches, driveways, and sidewalks.
- (15) **ERU Rate** means a drainage fee charged on each ERU as established by City Council.
- (16) **Exempt Property** means public rights of way, public streets, public alleys and public sidewalks.
- (17) **Extension and Replacement** means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the system, or land acquisitions for the system and any related costs thereto, or paying extraordinary maintenance and repair, including the costs of construction, or any other expenses which are not costs of operation and maintenance or debt service.
- (18) **Hazardous Materials**. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- (19) **Illegal Discharge**. Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 921.11 of this ordinance.
- (20) **Illicit Connections**. An illicit connection is defined as either of the following:
- A. Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
  - B. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been

documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

- (21) **Impervious Area and Impervious Surface** means a horizontal surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semipervious surfaces such as compacted clay or gravel, unvegetated and under vegetated solid surfaces, as well as streets, roofs, sidewalks, patios, porches, parking lots, athletic courts and other similar surfaces.
- (22) **Industrial Activity** means activities subject to NPDES Industrial Storm Water Permits as defined in 40 CFR, Section 122.26 (b)(14).
- (23) **Municipal Separate Storm Sewer System (MS4)** means the system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City of Kent and designed or used for collecting or conveying storm water, and that is not used for collecting or conveying sewage.
- (24) **National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit**. means a permit issued by Ohio EPA that authorizes the discharge of pollutants to waters of the United States or the State of Ohio, whether the permit is applicable on an individual, group, or general area-wide basis.
- (25) **Non-Residential Developed Property** means any lot or parcel not exclusively residential as defined herein, including transient rentals such as hotels and motels.
- (26) **Non-Storm Water Discharge** means any discharge to the storm drain system that is not composed entirely of storm water.
- (27) **Operating Budget** means the annual operating budget adopted by the City Council for the succeeding calendar year.
- (28) **Operations and Maintenance** means the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.



- (29) **Person** means any individual, partnership, society, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, institution or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.
- (30) **Pollutant** means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
- (31) **Premises** means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- (32) **Residential Property** means any lot or parcel developed exclusively for residential purposes including, but not limited to, single family homes, manufactured homes, multifamily, apartment buildings, and condominiums.
- (33) **Revenues** mean all rates, fees, assessments, rental or other charges or other income received by the Stormwater Drainage Fund, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.
- (34) **Storm Drainage System** means publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.
- (35) **Storm Water** means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
- 36) **Storm Water Management Plan (SWMP)** means a document which describes the Best Management Practices and activities to be implemented

by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Storm Water, Storm Water Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

- (37) **Stormwater Management System or System** means the existing stormwater management of the City and all improvements thereto which by this Chapter are constituted as the property and responsibility of the City, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.
- (38) **Stormwater Fee** means a fee authorized by Ordinance(s) established to pay operations and maintenance, extension and replacement and debt service.
- (39) **Stormwater Drainage Fund** (Fund 208) means the enterprise fund created by City Council to operate, maintain and improve the system and for such other purposes as stated in this Chapter.
- (40) **Stormwater Pollution Prevention Plan** means a document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.
- (41) **Undisturbed Property** means real property which has not been altered from its natural state by dredging, filling, removal of trees and vegetation or other activities which have disturbed or altered the topography or soils on the property.
- (42) **User Fee District** means the area or property within the corporate limits of the City of Kent.
- (43) **Vacant Improved Property** means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.
- (44) **Wastewater**. Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

## **921.04 Applicability**

This ordinance shall apply to all water entering the storm drainage system generated on any developed and undeveloped lands unless explicitly exempted by the Director.

## **921.05 Responsibility for Administration**

The Director shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the Director may be delegated in writing by the Director to persons or entities acting in the beneficial interest of or in the employ of the City of Kent.

## **921.06 Director's Rules and Regulations**

The Director shall make and enforce such rules and regulations as he/she may deem necessary for the enforcement of the provisions of this chapter for the safe, efficient and economical management of the City's Storm Drainage System. Such rules and regulations, when not repugnant to existing ordinances of the City or laws of the State, shall have the same force and effect as ordinances of Council.

## **921.07 Ultimate Responsibility**

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

## **921.08 Storm Sewers**

- (a) Permit for Storm Sewer Connection.
  - (1) Any person desiring to make a connection into the City storm sewer system, whether such connection is direct or indirect, shall first secure a permit to do so.
  - (2) The permit shall be issued only when the contemplated connection to the City storm sewer system is made in conformity with accepted practices for making such connections and is approved by the Director.
  - (3) The Director shall charge a connection fee of one hundred dollars (\$100.00) for each permit so issued. This fee shall not apply to permits

issued for reconnection of an existing sewer connection which is being reconstructed without increase in its size or the drainage area thereby served.

- (b) Storm Sewer System Fund. The fee paid to the Director for issuing permits to tie into the storm sewer system shall be deposited in a fund called the Storm Sewer System Fund to be used for the maintenance, repair, construction and extension of the storm sewer system of the City.

## **921.09 Use Of Public Storm Sewer Required**

- (a) Deposits Prohibited. No person shall place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area within the jurisdiction of the City, any human or animal excrement, garbage or other objectionable waste.
- (b) Discharge to Natural Outlet Prohibited. No person shall discharge to any natural outlet within the City, or within any area under the jurisdiction of the City, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with Federal, State and City regulations.
- (c) Connection Required; Costs.
  - (1) Every building within the City shall be separately and individually connected by a separate building storm sewer lateral to a public storm sewer where there is such storm sewer adjoining the lot or parcel of land on which such building stands. Any and all costs for the initial installation and replacement where replacement is necessary due to an increase in storm sewer demand resulting from a change in the nature of the use of the structure within the boundaries of the private premises of individual property owners in the City shall be paid for by the owner of the property being served by the storm sewer laterals. The owner of the property shall maintain, repair and replace where necessary due to poor condition of the lateral that portion of the storm sewer lateral located within the public right of way and on private property from the City main to the building being served by the lateral. Where storm sewer laterals are a part of a street reconstruction project, the City shall repair and/or replace where necessary that portion of the storm sewer laterals located within the public right of way.
  - (2) Every building in existence prior to the construction of a public storm sewer adjacent to the lot or parcel of land on which the building stands shall, upon the construction of such adjacent storm sewer, be connected to such storm sewer within six months of the time such storm sewer is so constructed and made available for use.

- (3) The Service Director shall cause written notice to be given to the owner of each lot or parcel of land to which such connections required herein are to be made. The notice shall state the number and character of connections required. The notice under this section shall be by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent. The returned receipt for notice given by certified mail accepted by the addressee or anyone purporting to act for him shall be prima facie evidence of the service of notice required under this section. If it appears by the return of the certified mail notice that the owner cannot be found, such owner shall be served by publication of the notice once in a newspaper of general circulation within the City.
  - (4) When such connections to the public storm sewer are not installed by the owner of the property within thirty days from the date of service of such notice, the work may be done by the City and the cost thereof together with a forfeiture of twenty five percent (25%) of the cost thereof, assessed against the lots and lands for which such storm sewer connections are made.
  - (5) This section shall be supplemental to and not in derogation of existing ordinances relative to storm sewer connections required for any building within the City.
- (d) Buildings shall be connected to the public sewers only through a service from the main in the street or dedicated utility right-of-way on which the lot has frontage, except that when there is no main in the street or dedicated utility right-of-way and a proper connection can be made elsewhere on adjoining property, the owner of the lot may, after obtaining a recorded easement from the owner of a lot on an adjoining street or dedicated utility right-of-way, obtain a connection to the public sewer through said easement from the adjoining street or dedicated utility right-of-way. The owner of the lot to be served through the easement shall furnish a copy of the recorded easement to the Department of Public Service. When the main is laid in the street or dedicated right-of-way on which the lot has frontage, the owner shall install a standard service from the new main or dedicated utility right-of-way and disconnect the service from the main in the adjoining street or dedicated utility right-of-way.
- (e) Storm Sewers Under Control of City. All storm sewers of any kind within the lines of any street or other public ground, or any storm sewer constructed by the City shall be under the control of the City.

## **921.10 Building Storm Sewer Laterals and Connections**

- (a) Storm Sewer Connection Permits. Storm sewer connection permits shall be taken out in each special case in the name of the owner, agent or person in whose interest the work is to be done as provided in subsection (c) hereof, before any work is commenced, and in no case shall such work be commenced or prosecuted unless such permit is on the grounds and in the possession of the person doing the work. Each permit shall designate the street and number of the house and subplot and shall include such a definite description of the premises as to clearly define the location and elevation of the connection and shall include the name of the contractor who will install the sewer.

Industrial users shall furnish information concerning the layout and design of stormwater facilities located on the property of the applicant. Included but not limited to a submittal to the Director shall be:

Proposed new sources or significant industrial users and other industrial users shall apply at least ninety days prior to connecting to or contributing to the City's Storm Drainage System and shall have obtained such permit before such connection or contribution is made. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name, address and location, if different from the address;
- (2) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972 as amended;
- (3) Site plans, floor plans, mechanical and plumbing plans and details to show all storm drainage system sewers, sewer connections and appurtenances by the size, location and elevation;
- (4) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;

No new connection with any storm sewer shall be made until an application with the plan of the same attached, is filed with and approved by the Deputy Service Director/Superintendent of Engineering, and accompanied with a permit fee of twenty five dollars (\$25.00) for each dwelling unit and a fee of seventy five dollars (\$75.00) for each commercial or industrial unit, plus all appropriate tap in fees, assessments, etc.

All openings made within the street lines for the purpose of laying any storm sewer shall be done in open trench and a street excavation permit shall be obtained for such work, unless approved otherwise by the Director.

- (b) Natural Outlet Discharge Permits. All persons shall obtain a permit to discharge any storm water to any natural outlet in the City. Under no circumstances does a permit from the Ohio EPA excuse any person from obtaining a permit.

To obtain a permit to discharge storm water to any natural outlet of the City, the following conditions shall be met:

- (1) Proof of permit from the Ohio EPA to discharge into waters of the State, or a statement from Ohio EPA that such permit is not required; and
  - (2) Information as described in subsection (a) hereof, if requested by the Director.
- (c) **Inspection and Costs.** Prior to the completion of the connection to a storm sewer, the contractor shall notify the Director for the purpose of arranging an inspection. The connection shall not be made unless inspection of the work site is made by the Director and permission is granted for connection. All excavations shall remain open and barricaded until inspected.

Whenever practicable, a separate and independent building storm sewer lateral shall be provided for each building.

Existing building storm sewer laterals may not be used to connect new buildings to a storm sewer unless approved by the Director after the owner demonstrates that the existing building storm sewer meets all requirements of this chapter. The Director may consider information provided by the owner such as video tape of the pipe, flow calculations and as built drawings in consideration of approval of reuse.

The connection and construction of all sewers shall be made in conformance with subsection (d) hereof. Such information as the City possesses relative to the location of wye branches, depth of sewer and so forth shall be kept in the office of the Director and shall be furnished upon request.

All reasonable care shall be taken to insure the correctness of such information but neither the Director nor the City shall be held liable for errors or mistakes arising there from.

All costs and expenses incident to the installation and connection of the building storm sewer shall be borne by the owner. The owner shall indemnify the City for any loss or damage that may directly or indirectly be occasioned by the installation of the building storm sewer.

As specified in Section 915.07 (b) (11), no connections of pipes carrying unpolluted water such as groundwater, storm water, roof runoff, subsurface drainage or uncontaminated cooling or industrial process water shall be made to the sanitary sewer. Conversely, polluted water shall not be discharged into the Storm Drainage System.

- (d) **Materials. Specifications. Bonding and Guarantees.** The construction and connection of all storm sewers, building storm laterals, storm sewer joints, special connections, catch basins, inlets, yard drains, manholes and other facilities shall be composed of such materials and be installed in accordance with such specifications and procedures as the Director shall prescribe by regulation, which also shall include provisions for minimum financial performance bonding requirements and construction and maintenance guarantees for such construction and connections.

## **921.11 Discharge Prohibitions**

- (a) **Prohibition of Illegal Discharges.**
- (1) No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than storm water.
- (2) The commencement, conduct or continuance of any illegal discharge to the storm drainage system is prohibited except as described as follows:
- A. The following discharges are exempt from discharge prohibitions established by this ordinance: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.
- B. Discharges or flow from firefighting, and other discharges specified in writing by the Director as being necessary to protect public health and safety.
- C. Discharges associated with dye testing, however this activity requires a verbal notification to the Director prior to the time of the test.
- D. The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the United States Environmental Protection Agency (EPA) or



Ohio EPA, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drainage system.

- (3) The local government may evaluate and remove any of the above exemptions if it is determined that they are causing an adverse impact.
- (b) Prohibition of Illicit Connections.
- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drainage system is prohibited.
  - (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
  - (3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
  - (4) Improper connections in violation of this ordinance must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the Director.
  - (5) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the Director requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm drainage system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the Director.

## **921.12 Suspension Of MS4 Access.**

- (a) Emergency Cease and Desist Orders
- (1) When the Director finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's

violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the Director may issue an order to the violator directing it immediately to cease and desist all such violations and directing the violator to:

- A. Immediately comply with all ordinance requirements; and
- B. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

(2) Any person notified of an emergency order directed to it under this Subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the Director may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the United States, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The Director may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this ordinance. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the Director within three (3) days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

(b) Suspension due to Illicit Discharges in Emergency Situations

(1) The Director may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Director may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

(c) Suspension due to the Detection of Illicit Discharge

- (1) Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The Director will notify a violator of the proposed termination of its MS4 access. The violator may petition the Director for a reconsideration and hearing.
- (2) A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior written approval of the Director.

### **921.13 Industrial or Construction Activity Discharges**

- (a) Submission of NOI to Director.
  - (1) Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director prior to the allowing of discharges to the MS4.
  - (2) The operator of a facility, including construction sites, required to have an NPDES permit to discharge storm water associated with industrial activity shall submit a copy of the Notice of Intent (NOI) to the Director at the same time the operator submits the original Notice of Intent to the Ohio EPA as applicable.
  - (3) The copy of the Notice of Intent may be delivered to the Director either in person or by mailing it to:

Notice of Intent to Discharge Storm Water  
Director of Public Service  
930 Overholt Road  
Kent, Ohio 44240
  - (4) A person commits an offense if the person operates a facility that is discharging storm water associated with industrial activity without having submitted a copy of the Notice of Intent to do so to the Director.

### **921.14 Compliance Monitoring**

- (a) Right of Entry: Inspection and Sampling.
  - (1) The Director shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance.

- A. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the Director.
  - B. Facility operators shall allow the Director ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by State and Federal law.
  - C. The Director shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Director to conduct monitoring and/or sampling of the facility's storm water discharge.
  - D. The Director has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to the satisfaction of the Director to ensure their accuracy.
  - E. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the operator.
  - F. Unreasonable delays in allowing the Director access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with an NPDES permit to discharge storm water associated with industrial activity or construction activity commits an offense if the person denies the Director reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.
- (b) Search Warrants.
- (1) If the Director has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine

inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Director may seek issuance of a search warrant from any court of competent jurisdiction.

### **921.15 Best Management Practices Requirements**

Director will adopt requirements identifying BMPs for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the United States. The owner or operator of such activity, operation, or facility shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a SWMP as necessary for compliance with requirements of the NPDES permit.

### **921.16 Watercourse Protection**

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

### **921.17 Notification of Spills**

- (a) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the State of Ohio or United States, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the

event of a release of non-hazardous materials, said person shall notify the Director in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director within five (5) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

(b) Failure to provide notification of a release as provided above is a violation of this ordinance.

## **921.18 Violations, Enforcement, and Penalties**

(a) Violations.

- (1) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.
- (2) In the event the violation constitutes an immediate danger to public health or public safety, the Director is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The Director is authorized to seek costs of the abatement as outlined in Section 921.21.

(b) Warning Notice.

- (1) When the Director finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, the Director may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the Warning Notice in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the Warning Notice. Nothing in this subsection shall limit the authority of the Director to take any action, including emergency action or any other enforcement action, without first issuing a Warning Notice.

(c) Notice of Violation.

- (1) Whenever the Director finds that a person has violated a prohibition or failed to meet a requirement of this ordinance, the Director may order compliance by written notice of violation to the responsible person.
- (2) The Notice of Violation shall contain:
  - A. The name and address of the alleged violator;
  - B. The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
  - C. A statement specifying the nature of the violation;
  - D. A description of the remedial measures necessary to restore compliance with this ordinance and a time schedule for the completion of such remedial action;
  - E. A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed;
  - F. A statement that the determination of violation may be appealed to the Director by filing a written notice of appeal within thirty (30) days of service of notice of violation; and
- (3) A statement specifying that, should the violator fail to restore compliance within the established time schedule, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator. Such notice may require without limitation:
  - A. The performance of monitoring, analyses, and reporting;
  - B. The elimination of illicit connections or discharges;
  - C. That violating discharges, practices, or operations shall cease and desist;
  - D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property
  - E. Payment of a fine to cover administrative and remediation costs; and
  - F. The implementation of source control or treatment BMPs.

(d) Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this ordinance, the Director may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

(e) Civil Penalties.

In the event the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within five (5) days, or such greater period as the Director shall deem appropriate, after the Director has taken one or more of the actions described above, the Director may impose a penalty not to exceed one thousand dollars (\$1,000) (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

(f) Criminal Prosecution.

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of one thousand dollars (\$1,000) per violation per day and/or imprisonment for a period of time not to exceed 180 days. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

### **921.19. Appeal of Notice of Violation**

Any person receiving a Notice of Violation may appeal the determination of the Director. The notice of appeal must be received within five (5) days from the date of the Notice of Violation. Hearing on the appeal before the Director or his/her designee shall take place within fifteen (15) days from the date of receipt of the notice of appeal. The decision of the Director or their designee shall be final. In the event that the cause of the Notice of Violation has been corrected, the time periods may be extended as determined to be appropriate by the Director.

### **921.20 Enforcement Measures After Appeal**

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within fifteen (15) days of the decision of the Director or their designee, then the Director shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.



## **921.21 Cost of Abatement of The Violation**

Within thirty (3) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within thirty (3) days. If the amount due is not paid within a timely manner as determined by the decision of the Director or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the City of Kent by reason of such violation. Interest at the rate of one percent (1%) per month shall be assessed on the balance beginning on the first day following discovery of the violation.

## **921.22 Violations Deemed a Public Nuisance**

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

## **921.23 Stormwater Fee**

Subject to the provisions of this Chapter, each and every residential developed property, nonresidential developed property and vacant improved property, other than exempt property, within the corporate limits of the City, and the owners and non-owner users thereof, have imposed upon them a stormwater fee. In the event the owner and nonowner users of a particular property are not the same, the liability for each the owner and non-owner user for the fee attributable to that property shall be joint and several. The stormwater fee shall be a monthly or a regular interval service charge and shall be determined by the provisions of this Chapter and the ERU and ERU Rate which shall be established and changed from time to time by City Council. The rate hereby adopted by the City Council is \$2.30 per Equivalent Residential Unit (ERU) per month beginning January 1, 2007.

## **921.24 Stormwater Fee Collection**

- (a) The fee provided in Section 921.23 shall be billed to the person or entity currently receiving the City's utility bill for water, sewer and recycling services. The owner of the parcel of property in question shall always be responsible for said bills.

- (b) Such fee shall appear on the utility bill rendered by the City for water, sewer and recycling services as a separate item and shall be considered an integral part of such bill. Failure to remit the entire amount of the charges for all services shall constitute a delinquency, with termination of all services to take place in accordance with the provisions of the Codified Ordinances and the Service Director's Rules and Regulations. However, upon proof satisfactory to the Director of Budget and Finance that service for the collection of recyclable material is not required at any billing unit, due to vacancy or other reasons, such fee shall be waived by the Director.
- (c) For those properties within the corporate limits of the City that do not utilize the City's water, sewer, or recycling services, the property owner, or their designee shall be billed separately for the stormwater fee.

### **921.25 Stormwater Fee Determination**

There is hereby established the following uniform schedule of rates for the services and use of facilities of the Stormwater Management System by the owner, tenant, or occupant of the premises using the services and facilities of said system:

- (a) The City Council, upon recommendation of the City Manager, shall, by ordinance establish reasonable rates for Stormwater Management Systems for each single family residence; each single family residence shall be billed at a flat fee established by the City Council for an Equivalent Residential Unit. An Equivalent Residential Unit is hereby defined as the statistical average horizontal impervious area of all residential units in the City of Kent.
- (b) For all residential and nonresidential properties, that is enterprise, business establishment, building, or other occupancy not covered by subsections (a) and (b) of this section, the rate shall be computed based on the total impervious area of the property divided by the average impervious area of an Equivalent Residential Unit times the rate established for an equivalent residential unit. The billing amount shall be updated by the Deputy Service Director/Superintendent of Engineering based on any additions to the impervious areas as approved through the building permit process.

### **921.26 Stormwater Drainage Fund**

The revenues received pursuant to this Chapter 921 shall be deposited with the Budget & Finance Director and shall be kept in a separate and distinct fund known as the Stormwater Drainage Fund (Fund 208). The Stormwater Drainage Fund shall be used for the payment of the cost of the management, maintenance, operation and repair of the stormwater utility system. Any surplus in the Stormwater Drainage Fund may be used

for the enlargement or replacement of the stormwater utility system, for the construction and reconstruction of said system, for the payment of interest on any indebtedness incurred for the construction thereof, and for the creation of a sinking fund for the payment of such indebtedness, but shall not be used for any other purpose.

## **921.27 Stormwater District Review and Appeals Board**

- (a) The City of Kent Stormwater District Review and Appeals Board is hereby established. Said Board shall consist of five (5) members. The City Finance Director, the Deputy Service Director/Superintendent of Engineering and the Public Service Director shall be members. the other two (2) members shall consist of electors of the City appointed by Council. Appointed members may be removed by the City Manager with the approval of a vote of two-thirds (2/3) of the members of Council. The term of office for appointed members of said Board shall be two (2) years. Should a vacancy occur on the Board, the remaining portion of the unexpired term shall be filled by Council.
- (b) The Board is authorized to hear appeals regarding disputes and complaints brought by owners and nonowners concerning application of this chapter regarding stormwater fees charged, including the authority to make adjustments as appropriate to provide relief from a strict application of the provisions of this chapter due to unique circumstances which reduce the burden of operating, constructing, repairing and maintaining the stormwater utility system and the structures and devices related thereto, while accomplishing the intent of this chapter, as follows:
  - (1) Calculation of the total number of building units assigned to a property that are claimed to be inaccurate due to alleged inaccuracies in data utilized by the billing staff.
  - (2) Adjustment to or credit against billing units assigned to a property which wholly or partially drains directly outside the City limits.
  - (3) Adjustments to or credits against billing units assigned to properties containing stormwater detention or retention facilities providing on-site management of stormwater prior to discharge to the public stormwater system.
  - (4) Adjustments arising from a break in billing units due to change in property ownership, account responsibility or similar matters.
  - (5) Any other adjustments or credits against billing services assigned to properties which diminish the quantity of stormwater handled by the stormwater utility system or reduce the cost to the City of constructing, operating and maintaining said system, such as a property owner's

agreement to install oversize storm sewer pipes at its own cost, which provides stormwater drainage for other properties, obligations assumed by an owner to maintain and repair storm sewer lines which are a part of the City's stormwater utility system, providing stormwater retention of detention facilities designed and installed to detain or retain stormwater originating from other properties.

- (c) Any appeal must be filed in writing, must describe the specific error alleged, and contain the resolution of said dispute which the appealing party feels is correct. Said Board may request additional information from either the appealing party or the City. The decision of said Board shall be final.

### **921.28 Compatibility With Other Regulations**

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

### **921.29 Severability**

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ordinance.

### **921.30 Remedies Not Exclusive**

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the Director to seek cumulative remedies.

The Director may recover all attorney's fees court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

### **921.31 Injunctive Relief**

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the

provisions of this ordinance, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

### **921.32 Adoption of Ordinance**

This ordinance shall be in full force and effect [ ] days after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

**City of Kent  
Income Tax Division**

**June 30, 2012**

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

**Monthly Receipts**

Total receipts for the month of June, 2012	\$915,138
Total receipts for the month of June, 2011	\$844,726
Total receipts for the month of June, 2010	\$798,635

**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 June 30, 2012	\$5,878,982	53.94%
Total receipts January 1 through June 30, 2011	\$5,547,324	51.79%
Total receipts January 1 through June 30, 2010	\$5,249,828	50.22%

**Year-to-date Receipts Through June 30, 2012 - 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>
2012	\$ 10,900,000	\$ 10,900,000	\$5,878,982	53.94%	46.06%

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

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

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

**2012 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**as of Month Ended June 30, 2012**

Month	Monthly Receipts			Comparisons	
	2010	2011	2012	Amount	Percent Change
January	\$ 952,296	\$ 1,026,357	\$ 1,085,253	\$ 58,896	5.74%
February	785,233	788,986	806,227	17,241	2.19%
March	809,613	823,680	860,826	37,146	4.51%
April	1,026,687	1,057,137	1,239,488	182,351	17.25%
May	877,364	1,006,438	972,050	(34,388)	-3.42%
June	798,635	844,726	915,138	70,412	8.34%
July	828,960	848,105			
August	865,224	873,559			
September	762,176	825,343			
October	961,274	939,121			
November	880,655	843,533			
December	904,915	834,781			
Totals	\$ 10,453,032	\$ 10,711,766	\$ 5,878,982		

Month	Year-to-Date Receipts			Comparisons	
	2010	2011	2012	Amount	Percent Change
January	\$ 952,296	\$ 1,026,357	\$ 1,085,253	\$ 58,896	5.74%
February	1,737,529	1,815,343	1,891,480	76,137	4.19%
March	2,547,142	2,639,023	2,752,306	113,284	4.29%
April	3,573,829	3,696,160	3,991,794	295,635	8.00%
May	4,451,193	4,702,598	4,963,844	261,246	5.56%
June	5,249,828	5,547,324	5,878,982	331,658	5.98%
July	6,078,788	6,395,429			
August	6,944,012	7,268,988			
September	7,706,188	8,094,331			
October	8,667,462	9,033,453			
November	9,548,117	9,876,985			
December	10,453,032	10,711,766			
Totals	\$ 10,453,032	\$ 10,711,766			

**2012 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**as of Month Ended June 30, 2012**

Month	Monthly Receipts			Comparisons	
	2010	2011	2012	Amount	Percent Change
January	\$ 422,779	\$ 406,862	\$ 403,606	\$ (3,256)	-0.80%
February	328,502	336,710	335,895	(815)	-0.24%
March	349,936	362,390	360,114	(2,276)	-0.63%
April	350,591	357,231	362,957	5,727	1.60%
May	348,819	354,925	360,026	5,101	1.44%
June	345,261	349,038	362,330	13,293	3.81%
July	334,650	337,910			
August	381,241	370,933			
September	291,775	298,038			
October	370,956	352,815			
November	370,551	358,685			
December	372,404	360,837			
Totals	\$ 4,267,465	\$ 4,246,372	\$ 2,184,929		

Month	Year-to-Date Receipts			Comparisons	
	2010	2011	2012	Amount	Percent Change
January	\$ 422,779	\$ 406,862	\$ 403,606	\$ (3,256)	-0.80%
February	751,281	743,572	739,501	(4,071)	-0.55%
March	1,101,217	1,105,962	1,099,615	(6,347)	-0.57%
April	1,451,808	1,463,193	1,462,573	(620)	-0.04%
May	1,800,627	1,818,117	1,822,598	4,481	0.25%
June	2,145,888	2,167,155	2,184,929	17,774	0.82%
July	2,480,538	2,505,065			
August	2,861,779	2,875,997			
September	3,153,554	3,174,035			
October	3,524,510	3,526,851			
November	3,895,061	3,885,535			
December	4,267,465	4,246,372			
Totals	\$ 4,267,465	\$ 4,246,372			



**2012 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**as of Month Ended June 30, 2012**

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

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change</u>
2006	\$ 3,542,080	2.59%
2007	\$ 3,707,931	4.68%
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%