

FRIENDS OF KENT WELLS - SHERMAN HOUSE
Sponsored by TransPortage
P.O. Box 664 Kent, Ohio 44240



David Ruller, City Manager
Mayor Fiala and Kent City Council
City of Kent
217 E. Summit Street
Kent, Ohio 44240

Dear Mr. Ruller, Fiala and Council,

This letter serves as our partnership proposal for the repurposing of the historically significant Kent ~Wells - Sherman House. In recent days it has become clear that the way forward is for the City to work with the KSU to move the building to a new site. TransPortage, a local Non Profit that works on sustainable community development would then privately finance the restoration of the structure. All that will be required for this transaction to occur is an agreement between the City and Kent State University and a separate agreement between the city and TransPortage.

Additionally, we request that the city council approve the use of city personnel and staff to provide in-kind services related to relocation of the structure, including relocation of city owned utilities, and installation of new water and sewer laterals. Included in this in kind assistance would be that the city waives permit, review and utilization fees.

Lastly we would like to request the city council provide a \$15,000 challenge grant. In exchange we will sign an agreement allowing the city to use the public spaces of the main floor for up to 8 hours per month for 10 years.

In addition to the pledge of the University of \$40,000 and the donation of the house, we have acquired a purchase agreement on a small privately owned parcel on North Water Street. Historically a Greek revival home sat on this site. It is 2-1/2 blocks from its original location at Erie and South Water Street. We will use the facility for a welcome/meeting center with wall space dedicated to promotion of preservation and the arts. The upper level will be used for private offices.

Based on your acceptance of this proposal as well as approval by the appropriate city boards, commissions and departments of required legal and construction documents, we intend to schedule a move within the next 4 to 6 weeks.

Sincerely,

The Friends of the Kent ~ Wells ~ Sherman House June 1st, 2012

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Linda Copley

FROM: Jim Bowling

DATE: May 18, 2012

RE: Kent-KSU Community Gateway Sign

Staff is requesting Council time to review and approve the attached Memorandum of Understanding (MOU) between the City and Kent State University (KSU) for the construction and operation of a Community Gateway Sign and a \$20,000 appropriations increase for the design and construction of the sign.

The MOU is based on the premise of equal ownership from design to construction through operation and maintenance as well as eventual removal or replacement. The MOU includes the following key points:

- The sign will be located at the intersection of Haymaker Parkway and S. Water Street.
- The maximum contribution for design and construction for each party is \$70,000
- Yearly deposits will be paid by each party for operational and maintenance purposes
- Sign programming and management guidelines will be developed by both parties

The additional \$20,000 in capital fund appropriations is required because the overall sign design and layout needed to be revised to conform to the overall develop downtown. The additional appropriation will be offset by a corresponding \$20,000 appropriations reduction in the capital fund. The reduction will be from SR 59 Signalization Project that is almost complete and the appropriations will not be required.

C: Dave Coffee
Gene Roberts
Bill Lillich
Jim Silver

Memorandum of Understanding
Between
Kent State University and City of Kent

This document represents the framework for a collaborative effort to improve communication with the Kent community and Kent State University community through a jointly operated messaging sign. This memorandum of understanding by and between City of Kent (“City”) and Kent State University (“University”) is effective as of _____, 2012.

City and University have researched potential signage systems that would provide a medium for displaying public messages associated with city and university events. City and University have agreed on a site for the location of the sign and now wish to document the arrangements for sign development, construction, maintenance and messaging.

I. General Principles

1. The sign included in this memorandum shall be defined as a digital sign board, software, software licenses, the masonry and stone walls supporting and attached to the sign, the associated electric lines and conduits servicing the sign and landscaping that is adjacent to the sign.
2. The site of the sign will be at the Haymaker Parkway and S. Water Street intersection.
3. The parties will be active in the development and review of the preliminary alternatives, the selection of the preferred alternatives, review of the detailed design plans, and ultimate selection of the design.
4. The parties agree to attend and participate in regular project meetings.
5. The parties agree to cooperate in submission and compliance with any planning and zoning requirements.
6. The parties agree to work diligently to have the sign completed and operating no later than August 1, 2012.
7. The parties agree to equally share the out of pocket costs of design and construction up to \$70,000. Should there be potential costs in excess of the \$70,000 for either party; each party will need to approve the additional costs in advance. Any additional costs will also be split equally between the parties.
8. The parties agree to equally share the cost of ongoing maintenance. Each party will deposit its prorated share in advance into a designated account as described in Section IV of this Memorandum.

II. Responsibilities of City:

1. City will provide the survey for the proposed site.
2. City will be the owner of the sign for purposes of permit acquisition, utility payments and insurance.
3. City will designate staff to manage day-to-day message programming.
4. City will provide the electric service to the sign location. Final terminations will be made by the contractor.
5. City will provide a computer and a secure location for the software and associated peripherals.
6. City will provide the landscape and lawn care necessary to maintain the site.
7. City will reimburse University for one-half of the out of pocket costs of design, construction and other incurred expenses such that the total out of pocket costs for the City does not exceed \$70,000.
8. The City shall account for all out-of-pocket costs for the operation, maintenance and repairs related to the sign and associated landscaping and provide an annual report that will be available to the University on request.
9. The City shall book 100% of the completed project to its Capital Asset List to be in compliance with the Government Accounting Standards Board (GASB).

III. Responsibilities of University:

1. University will manage and coordinate engineering design services for the preliminary and final design and construction plan for the sign.
2. University will solicit bids for the construction of the sign and purchase of the display following the requirement of the Ohio Revised Code.
3. University agrees to be the primary funding agency during the construction of the sign.
4. University will provide designated staff to do advance programming and any technical or advanced graphics.
5. University will reimburse City for one-half of the costs associated with sign maintenance and programming as set forth in Section IV.

IV. Programming and Maintenance of Sign:

A. Sign Operational Costs

The parties agree to set aside \$1200 per year each to be administered by the City's accounting/financial operations to cover the out of pocket operational expenses associated with the sign. The monthly costs associated with the maintenance and operations will be reviewed every 12 months and adjusted to address operational deficiencies or surpluses. The above commitments are subject to the approval of Kent City Council as part of their annual appropriations.

- B. **Sign Long Term Maintenance/Replacement/Removal**
The parties agree to set aside \$3600 per year each to be administered by the City's accounting/financial operations to build a sinking fund for the future replacement and upgrade of the digital sign system or removal of the system. The balance of the fund shall be reviewed annually and the monthly investment adjusted to address known deficiencies or surpluses. The above commitments are subject to the approval of Kent City Council as part of their annual appropriations.
- C. **Sign Programming and Management**
Each party will designate representatives to develop content guidelines and processes for the programming and management of the sign.

V. Termination

This agreement will remain in effect as long as both parties agree that the sign is needed and it remains in good working order. After a period of 10 years, either party may terminate the agreement 90 days after providing written notice to the other party. In the event that the University terminates the agreement, the City may either remove the sign using the money set aside per Section IV.B or assume full ownership, including all operation and maintenance responsibilities of the sign at its existing location. In the event that the City terminates the agreement; the University has the right to relocate the sign at its own expense or negotiate a new agreement with the City to leave the sign in place. If the University chooses not to remove the sign or come to a new agreement with the City on maintaining the existing sign at this location, then the City shall remove the sign and restore the right-of-way using the money set aside to remove the sign per section IV.B.

At any time, if the sign is required to be removed or relocated due to a traffic or transportation improvement on Haymaker Parkway (SR 59), the City shall remove the sign and restore the right-of-way using the money set aside to remove the sign per section IV.B.

Upon termination of the agreement, if monies remain from the set aside funds to operate or maintain the signs per section IV.A and IV.B, after removal of the sign if applicable, they shall be split equally among the parties.

IN WITNESS WHEREOF, the parties have signed as of the date first above written.

CITY OF KENT, OHIO

KENT STATE UNIVERSITY

By _____
David Ruller, City Manager

By _____
Gregg Floyd, Senior Vice President
Administration and Finance

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount FIFTY THOUSAND Dollars (\$70,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of fund 301 free from any obligation or certificates now outstanding.

Director of Budget and Finance

Approved as to form:

James R. Silver, Law Director
City of Kent



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: June 1, 2012

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Grants & Neighborhood Programs Administrator *BDS*

RE: Demolition Grant Fund Opportunity

Under the direction of State Attorney General Mike DeWine, the State of Ohio joined with 48 other states in filing a class action lawsuit against five of the nation's largest mortgage companies alleging the companies engaged in deceptive mortgage practices, fraud and foreclosure abuses. In February of this year, all of the participating states came to an agreement with the mortgage servicer companies that resulted in a settlement award of \$93 million to the State of Ohio.

The Attorney General made the decision to allocate \$75 million of the State's settlement award to establish a grant program that will provide funding in all 88 counties for the demolition of blighted residential structures. Each county's allocation amount under the new "Moving Ohio Forward" grant program is based on a funding formula that took into consideration the number of foreclosures that occurred in each county during the period 2008 through 2011. Portage County's allocation was determined to be \$812,800.00.

To minimize the number of demolition projects the State Attorney General's office will need to manage, each county can submit only one application that incorporates all of the participating communities within that county into one project. The Attorney General also is encouraging that the application and management of the Moving Ohio Forward demolition grant be handled by county land banks in counties where a land bank is present.

In response to this grant opportunity, Portage County has expedited the formation of a land bank and the Portage County Commissioners authorized the creation of the Portage County Land Reutilization Corporation (PCLRC). The PCLRC Articles of Incorporation have been filed with the Ohio Secretary of State and the preliminary Board of Directors members have been identified. The Ohio Revised Code requires that one of the board members be from the largest municipal corporation within a county so the City of Kent will have a representative on the new PCLRC Board of Directors.

I am respectfully requesting time at the June 1, 2012 Committee session to discuss the Moving Ohio Forward grant in greater detail and to request Council approval, with emergency, to participate in the new grant program. I also will be requesting that Council authorize the City Manager to sign a Memorandum of Understanding with the PCLRC in order to document for the grant application the City's commitment to participating in the new demolition grant program.

If you need any additional information in order to include this item on the Council Committee agenda, please let me know.

Thank you.

Cc Gary Locke, Community Development Director
Linda Jordan, Clerk of Council
Jim Silver, Law Director
Moving Ohio Forward, 2012 file

Ohio Attorney General Mike DeWine

[Briefing Room](#) > [News releases](#) > [February 2012](#) > DeWine Announces Settlement With Major Loan Servicers; Foreclosure-Related Assistance Coming for Ohio

NEWS RELEASES

DeWine Announces Settlement With Major Loan Servicers; Foreclosure-Related Assistance Coming for Ohioans

2/9/2012

(COLUMBUS, Ohio)—Ohio Attorney General Mike DeWine today announced that Ohio is part of the joint federal-state settlement of \$25 billion with five of the nation's largest mortgage servicers over foreclosure abuses, fraud, and unacceptable mortgage practices.

"This settlement will provide much-needed relief to Ohio homeowners and communities and help our state to recover from the destruction left behind from the mortgage financing crisis," said Attorney General DeWine.

Ohio's estimated share of the settlement is \$335 million and can be broken down into four major areas for relief:

- Ohio borrowers will receive an estimated total of \$102 million in benefits from loan term modifications and other direct relief.
- Ohio borrowers who lost their home to foreclosure from January 1, 2008 through December 11, 2011 and suffered servicing abuse would qualify for part of an estimated total of \$44 million in cash payments.
- The value of refinanced loans to Ohio's "underwater" borrowers would be an estimated total of \$90 million.
- The Ohio Attorney General's Office will receive an estimated \$97 million to help with foreclosure prevention, revitalizing neighborhoods by getting rid of blighted properties, assistance to Ohio families who have experienced or are on the brink of foreclosure and the investigation and prosecution of mortgage rescue scam artists.

The settlement is with the following mortgage servicers: Ally, Bank of America, Citi, JPMorganChase and Wells Fargo. Borrowers should contact these mortgage servicers to obtain more information about specific loan modification programs and whether they qualify under the terms of this agreement.

Ohio was particularly hard hit by the foreclosure crisis, and many communities are struggling with abandoned properties that detract from the value of existing housing. New foreclosure filings in Ohio totaled 85,483 in 2010, with one foreclosure filing in 2010 for every 59 housing units. Many Ohioans are also "underwater" with nearly one in three mortgage holders owing more on their mortgage than their home's value.

Attorney General DeWine today announced categories for using the \$97 million that will be allocated to his office when the settlement funds are finally dispersed following a court order.

Moving Ohio Forward

Helping homeowners, families and communities recover from the foreclosure crisis.

ATTORNEY GENERAL GRANT PROGRAM FOR ABANDONED/VACANT PROPERTY DEMOLITION -- \$75 MILLION

One of the necessary components of Ohio's economic recovery is ridding our communities of the blight of abandoned homes. These vacant properties are a drag on our recovery, inhibiting the growth of our neighborhoods. They create a toxic breeding ground for crime. And, they depress the value of the remaining homes in that neighborhood.

"I am very pleased today to commit \$75 million to the creation of a grant program through my office that will provide communities with much-needed funding to remove the blight and give our neighborhoods a chance to prosper," said Attorney General DeWine.

While an exact total of abandoned homes is not available, conservative estimates place the number of vacant and abandoned properties in Ohio in need of immediate demolition at 100,000.

ATTORNEY GENERAL GRANT PROGRAM FOR OHIO FAMILIES -- \$20 MILLION

The Attorney General's Office will make available \$20 million for a grant program to provide assistance to families and individuals who are at risk of foreclosure or have already lost their home. The plan is to use these resources to fund creative and innovative proposals from non-profit organizations and local government entities to address the needs of citizens who have suffered because of the foreclosure crisis and to help them get back on their feet, with priority given to projects that target assistance to more vulnerable populations, including children, persons with disabilities, the elderly, veterans, and homeless.

ATTORNEY GENERAL ECONOMIC CRIMES DIVISION -- \$2 MILLION

Two million dollars will be set aside to expand the Economic Crimes Division of the Ohio Attorney General's Office. These funds will be used to go after these criminals who perpetrate foreclosure rescue and debt relief scams on Ohioans. In addition, some of this money will be used to provide training on these scams to law enforcement and prosecutors around Ohio. These funds will also be used to increase our consumer education efforts to help Ohioans avoid becoming victims of financial fraud and to safely manage their credit and mortgage debts.

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Media Contacts

Lisa Hackley: 614-466-3840
Dan Tierney: 614-466-3840

Resources




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: May 21, 2012

To: David Ruller, City Manager
Linda Jordan, Clerk of Council

From:  Dan Smith, Economic Development Director

Subject: Semi-annual EDA Revolving Loan Fund Certification

The EDA guidelines for compliance in administering our revolving loan fund require semi-annual certification. Our RLF 2 (EDA funded) requires both the RLF Committee and City Council to confirm that the City is operating the program in accordance to our plan and program guidelines. Given staff guidance and committee review that loan activities are being administered in accordance with RLF/EDA guidelines, the RLF committee is scheduled to approve certification at the May committee meeting. As before, City Council needs to do the same for us to be in compliance.

I am respectfully requesting time on the June 6 Council agenda to seek approval for the semi-annual certification.

A RESOLUTION CERTIFYING THAT THE CITY'S REVOLVING LOAN PLAN IS CONSISTENT WITH AND SUPPORTIVE OF THE AREA'S ECONOMIC DEVELOPMENT ADJUSTMENT STRATEGY AND IS BEING OPERATED IN ACCORDANCE WITH THE POLICIES AND PROCEDURES CONTAINED IN THE REVOLVING LOAN PLAN AND THAT THE LOAN PORTFOLIO MEETS THE STANDARDS CONTAINED WITHIN SAID PLAN AND DECLARING AN EMERGENCY.




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: May 22, 2012

To: David Ruller, City Manager
David Coffee, Finance Director
Linda Jordan, Clerk of Council

From:  Dan Smith, Economic Development Director

Subject: 2012 *Celebrate Kent!* Program

The 2012 *Celebrate Kent!* Program has been advertised and applications are being received in support of this year's initiatives and activities. As in years past, I have advertised the program through the Record Courier, Main Street, the Chamber of Commerce and on our websites. The deadline for submissions is Thursday, May 24. I am respectfully requesting Council time at the June 6 Committee meeting to present this year's slate of projects.

For your review, I have attached the program guidelines and requirements. Like last year, Linda Jordan and I will process the *Celebrate Kent!* applications and purchase orders. Again we will require applicants to fill out their contracts within 30 days of receiving the funding or forfeit their grant. We will then appropriate the funds accordingly.

If there are additional questions or requests regarding this year's *Celebrate Kent!* Program, please feel free to direct them to me.

Celebrate Kent!

PROGRAM GUIDELINES

GOAL:

To provide opportunities to celebrate the quality of life enjoyed by the residents of the City of Kent, and share with those outside of the community the attributes that make Kent a unique and exciting place to work, go to school, and to live.

OBJECTIVES:

1. Attract Kent residents, and those from other communities, to downtown activities and events.
2. Promote the City's attributes to those outside of the city.
3. Create additional commercial opportunities for downtown business concerns.

PROGRAM REQUIREMENTS:

1. The project should be oriented toward attracting people to downtown Kent.
2. Applicants must be, or represent, a Kent company or agency.
3. Funding is intended to support **verifiable program expenses** (hard costs such as materials, advertisements, flyers, printing, etc.). Funding for administrative purposes (salaries, general office supplies, agency overhead, payment for services provided by applicant employees or representatives, etc.) will not be considered.
4. At the completion of the event(s) the applicant must submit a report to the City of Kent summarizing and documenting the results of the event(s), and whether the stated program goals and objectives were met.
5. Grant funds will be disbursed on a reimbursement basis for eligible expenses as identified in the Program Description and Program Budget, and backed by third-party invoices and receipts for those expenses. No disbursements will be authorized until the receipt of the report mentioned in the previous section has been received by the City of Kent.
6. Each dollar of grant funding must be matched with one-dollar from another source, or two-dollars of in-kind contribution. A combination of both cash and in-kind contributions is permissible; however, separate and distinct accounting procedures must be maintained for each of the two sources. Evidence of all matching contributions, be they in-kind or cash, must be verifiable, and accepted by the City of Kent prior to reimbursement.
7. **All contracts between the City and organization must be signed within 30 days of notification the grant has been accepted as a 2011 Celebrate Kent! recipient.**

In the space provided below, please respond to each of the following application components. Attachments are welcomed; however, they **may not** be substituted for one or more of the application requirements.

PROPOSALS SHOULD BE RETURNED TO:

THE CITY OF KENT
ECONOMIC DEVELOPMENT DEPARTMENT
215 EAST SUMMIT STREET
KENT, OHIO 44240
ATTN.: Dan Smith, Economic Development Director

PHONE: 330-676-7582
FAX : 330-678-8033
EMAIL: SMITHD@KENT-OHIO.ORG

Department: General Government Division: City Council Fund: General Account No: 570-08

Resource Summary Expenditure Categories	2010 Actual	2011 Budget	2012 Recommend
Personnel Services	\$ 143,215	\$ 164,579	\$ 164,819
Operation and Maintenance	16,812	18,200	18,200
Capital Outlay	0	0	0
Total	\$ 160,027	\$ 182,779	\$ 183,019
Total Positions	10	10	10
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Funding by Source			
General	\$ 160,027	\$ 182,779	\$ 183,019
Total	\$ 160,027	\$ 182,779	\$ 183,019

Program Description:

The City Council serves as the legislative and policy-making body for the City of Kent. Proposed policies are considered by one of five standing committees and are officially adopted by the Council. The Clerk of Council is responsible for maintaining an official record of the Council's activities and all formal actions, as well as minutes of all meetings.

Program Comments:

The 2012 recommended operation and maintenance budget reflects no changes as compared to the 2011 budget. In an effort to limit spending while maintaining the quality of service delivery, this division was able to avoid nonessential expenses to contain their budget.

Department: General Government	Division: City Council	Fund: General	Account No: 570-08
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Line Description	2010 Actual	2011 Budget	2012 Recommend
11 Employee - Regular Salaries	\$ 117,817	\$ 130,235	\$ 130,235
14 Retirement (PERS)	16,494	18,303	18,303
15 Medicare	1,701	1,896	1,896
16 Health Insurance	5,525	11,040	11,280
18 Overtime	0	500	500
19 Unemployment & Workers' Comp	1,678	2,605	2,605
Total Personnel Services	\$ 143,215	\$ 164,579	\$ 164,819
21 Travel & Transportation	\$ 35	\$ 500	\$ 500
32 Communications/Postage	2,426	4,000	4,000
33 Rents and Leases	0	0	0
34 Professional Services	5,102	2,000	2,000
35 Maintenance of Equipment & Facility	750	2,500	2,500
36 Insurance & Bonding	16	100	100
37 Printing, Photocopy, Advertising	3,221	3,000	3,000
39 Misc. Contractual Service	3,501	3,600	3,600
41 Office Supplies	528	1,200	1,200
42 Operating Materials	444	1,200	1,200
44 Small Tools/Minor Equipment	789	100	100
Total Operation & Maintenance	\$ 16,812	\$ 18,200	\$ 18,200
63 Equipment Items > \$2,500	\$ 0	\$ 0	\$ 0
Total Capital Outlay	\$ 0	\$ 0	\$ 0
Total	\$ 160,027	\$ 182,779	\$ 183,019



Suzanne Robertson <robertsons@kent-ohio.org>

Fwd: Contract Verbiage

Bridget Susel <suselb@kent-ohio.org>
To: Suzanne Robertson <robertsons@kent-ohio.org>

Fri, Jun 1, 2012 at 8:24 AM

----- Forwarded message -----

From: **Bridget Susel** <suselb@kent-ohio.org>
Date: Thu, May 31, 2012 at 5:06 PM
Subject: Re: Contract Verbiage
To: "Craver, Steve" <scraver@edwardsccc.com>
Cc: Dave Ruller <rullerd@kent-ohio.org>, Suzanne Robertson <robertsons@kent-ohio.org>, David Coffee <coffeed@kent-ohio.org>

Good Afternoon Steve,

While I appreciate you forwarding the attached contract excerpts, this really doesn't address the issues you and I discussed on May 18, 2012 concerning the on-site monitoring controls used by Edwards at The Province site to ensure contractors are employing only legal workers and reporting payroll information to the appropriate authority (RITA).

City Council has requested information on this issue and the information you sent will not adequately address the concerns that have been raised by some members of Council. When you and I spoke on May 18, 2012, you verbally told me that as the Project Manager at The Province site, you had a process in place that required all workers to sign in each day and that you maintained copies of social security numbers, legal work status documents, etc. for all workers on the site. You had indicated you would send me an explanatory e-mail detailing the information we discussed, but instead you e-mailed only the contract language which is woefully insufficient for addressing Council's questions on this matter.

I also requested the name of an Edwards representative that would be able to attend the June 6, 2012 Council Committee session to respond directly to Council questions concerning the income tax/worker status issue, but you did not provide me with a name.

I would appreciate it if you could please provide me with the additional information we discussed and also forward the name of the Edwards representative that will attend the Council Committee session on June 6, 2012 to respond to Council member inquiries on this issue. Committee sessions begin at 7 :00 p.m.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Bridget Susel

Grants & Neighborhood Programs Administrator
City of Kent Community Development Department
930 Overholt Road
Kent, Ohio 44240
330-678-8108

On Wed, May 30, 2012 at 10:10 AM, Craver, Steve <scraver@edwardsccc.com> wrote:

Bridget,

Attached is verbiage that is included in every contract with every trade partner that we use on site. This is in place to insure that both Edwards and our trade partners are abiding by all applicable labor laws and regulations. Thanks.

Steve Craver

Project Manager

Edwards Communities Construction Co., LLC.

495 S. High Street | Suite 150

Columbus, Ohio 43215

P. 614.625.7758 | F. 614.221.9595

scraver@edwardsccc.com

Contract Excerpts; Regarding IECA/ Legal Residency

4.2.2 The Subcontractor shall comply with Federal, state and local laws, licensing laws as, immigration laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract. Subcontractor, to the extent it is a "nonresident contractor" as defined by Ohio law, must, prior to performing its Work, provide Prime Contractor with verifying documentation that it has complied with the requirements of the State of Ohio.

4.2.4 With regard to the compliance with the immigration laws, the Subcontractor/Supplier warrants that it and to the best of its knowledge, its subcontractors are in full compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to, labor and employment laws and the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended ("IRCA"). Subcontractor / Supplier warrants that it has verified the employment eligibility and identity pursuant to Form I-9 requirements ("Form I-9") for all of its employees and the Form I-9's are correct and in complete compliance with IRCA and all applicable immigration laws.




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: May 24, 2012

To: David Ruller, City Manager

From:  Dan Smith, Economic Development Director

Subject: Jimmy John's Relocation Extension

Over the past month, Jimmy John's has been finalizing plans to renovate and move in to their new location next to the Kent Stage. Their Architect's work on drawing up detailed building plans necessary for permits, had been delayed. As of last week, the new plans have been approved and construction is now set to move forward. However, the delays have set the move in date back 3 to 4 weeks. Due to these delays, Mr. Maag has respectfully requested an additional thirty days to vacate their existing site (the new court house site) and still qualify for our relocation assistance.

The property is now under the ownership of the Downtown Kent Corporation. I spoke with DKC President Howard Boyle, who also discussed the matter with the County Commissioners and the attorneys involved, and a thirty day extension is acceptable to everyone involved. The extension will not delay the new court house as final plans remain under design. This being the case, Jimmy John's has requested an extension through June 30 to vacate the site.

I recommend we approve the extension with the following provisions: Jimmy John's pays a full additional month's rent, any additional expenses incurred (insurance, legal, etc.) be deducted from the relocation assistance and the premise is vacated for demolition on July 1, 2012. The additional rent collected will offset in portion of the relocation incentive offered.

I respectfully request time at the June 6 Council Committee meeting to seek approval of an extension of Jimmy John's relocation incentive.



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: KENT CITY COUNCIL, MAYOR FIALA, DAVE RULLER
FROM: JAMES R. SILVER 
DATE: MAY 16, 2012
RE: SECOND HAND DEALERS ORDINANCE (CHAPTER 737)

Lt. Treharn, Officer Fafrak and I met with thirteen (13) members of the community to review Kent's Second Hand Dealers ordinance.

As a result of those discussions, we are proposing amendments to the second hand dealer ordinance as shown on the attached exhibit.

The main changes are as follows:

- a) Remove all fees for the license to be a second hand dealer – which would include a refund for those that have already paid their fees for 2012.
- b) We only require one application per business (from the owner or manager).
- c) The number of days items have to be held is reduced by ten (10) days.
- d) Clarified that this only applies to transactions that take place within the business' Kent location.
- e) Remove the hour restrictions allowed to buy second hand goods. When the business is open, transactions are allowed.
- f) Eliminate the exemptions for book dealers, antiques and junk yards.

Staff is asking Council to adopt the proposed amendments to Chapter 737 with the emergency clause in order to take effect as soon as possible and authorize refunds for those businesses that have paid a license fee for 2012.

CHAPTER 737
SECOND HAND DEALERS

737.01 Definition.	737.07 Appeal of license revocation.
737.02 License required.	737.08 Records of transactions.
737.03 License application requirements; Renewal; late fee	737.09 Report of second-hand dealer.
737.04 License transfer; display.	737.10 Possession for thirty days by secondhand dealer.
737.05 Change in ownership, interest, or employees.	737.11 Use of fictitious name or address
737.051 Identification of employee(s).	737.12 Purchases prohibited.
737.06 License revocation.	737.13 Exemptions.
	737.99 Penalty.

CROSS REFERENCES

737.01 DEFINITION.

- (a) "Swap Shop" means any person, firm or corporation and or dealer in second-hand articles for purposes of this chapter if that person, firm or corporation engages in the purchase, sale, exchange or receipt of second-hand articles of whatever nature. This definition specifically includes any person, firm or corporation that deals in the purchase, sale, exchange or receipt of used or second-hand articles taken as trade-ins.
- (b) "Person" means any individual, partnership, corporation, association or other organized or united group, or entity and includes the personal responsibility of every officer or director of a corporation.
- (c) "Second-hand" means that which has been used or which has been previously traded or sold by a retailer; something which is not new.
- (d) "Sell or Selling" for purposes of this chapter includes delivery, barter, exchange, gift or offer thereof.
- (e) "Employee" for the purpose of this chapter includes any person who assists in the furtherance of the business enterprise for which the license is issued at the location for which the license is issued whether for pay or otherwise. The term "employee" shall also include any person who at a given time reasonably appears to be conducting the business of the licensee.

737.02 LICENSE REQUIRED.

- (a) No person shall purchase, exchange, trade, sell or receive second-hand articles or engage in the business of purchasing, exchanging, trading, selling or receiving second-hand articles without first obtaining a swap shop/second-hand dealer's license from the City Manager or his/her designee. ~~The fees for such license shall be two hundred dollars (\$200.00) per annum renewable in January of each year. License fees shall be prorated based upon the number of months remaining in the year for licenses purchased after January 31, in any year.~~ The license shall contain the name under which the business is to be conducted and the location where the business is to be conducted.

- (b) No person shall engage in the business of purchasing, selling or exchanging second-hand precious stones or any second-hand manufactured article composed wholly or in part of gold, silver, platinum or other precious metal or gold or silver coins for selling or otherwise using the same, or in the business of purchasing, selling or exchanging old gold, silver or platinum for the purpose of melting or refining unless first duly licensed as provided in this chapter.
- (c) Except as otherwise set forth in Section 737.03(f) of this chapter, it shall also constitute a violation of this section to purchase, exchange, trade, sell or receive second-hand articles or engage in the business of purchasing, exchanging, trading, selling or receiving second-hand articles possessing only an expired license, or during any period in which the license is suspended or revoked.

737.03 LICENSE APPLICATION REQUIREMENTS; RENEWAL; LATE FEE.

- (a) Every applicant for a license shall have reached **EIGHTEEN (18)** ~~twenty-one (21)~~ years of age prior to making application in writing to the Chief of Police, which application shall set forth the name under which the business is to be conducted. **IT SHALL INCLUDE THE APPLICANT'S NAME, ADDRESS AND SOCIAL SECURITY NUMBER. IT SHALL ALSO INCLUDE** the name, address **AND DATE OF BIRTH** ~~and social security number~~ of every person owning or having an interest in the business, the name, address ~~and social security number~~ of each officer and director of the corporation if the applicant is a corporation, the name, address ~~and social security number~~ of any person to be employed in the business, the location where the business is to be conducted, and the type of articles to be purchased, sold, or exchanged. The application must be made by the person who is ~~to conduct the business~~ **THE OWNER OR MANAGER OF THE BUSINESS.**
- (b) At the applicant's expense, the applicant must present a certified copy of his/her criminal record. ~~and that of each employee from each court of record in Portage County, Ohio and if the applicant or an employee does not reside in Portage County, Ohio, a certified copy of his/her criminal record from each court of record in the county in which he/she resides in addition to the records of Portage County.~~
- (c) No license shall be issued to any applicant if the applicant, ~~any of the persons owning or having an interest in the business, any corporate officer or director, or any employee of the business~~ has been convicted of any felony or any crime involving fraud, theft, receiving or possessing stolen property, or any violation of the provisions of this chapter or any reasonably comparable provision of state law or municipal ordinance in the ten (10) years immediately preceding the date of the license application. Upon receipt of positive recommendation from the Chief of Police or his/her designee, and payment of the license fee, the City Manager or his/her designee shall issue the swap shop/second hand dealer's license. At the same time, the City Manager or his/her designee shall issue the swap shop/second-hand dealer's employee(s) the identification required by Section 737.051.
- (d) The renewal procedure shall be the same as that for the original licensure.
- (e) Any licensee who wishes to renew the swap shop/second-hand dealer's license **SHALL DO SO IN DECEMBER. THOSE** ~~but~~ who fails to do so on or before the thirty-first (31st) day of January of each calendar year shall reapply for licensure in the same manner and pursuant to the same requirements as for initial licensure. ~~unless the licensee, on or before the twenty eighth (28th) day of February of the calendar year pays a late renewal penalty of one hundred dollars~~

~~(\$100.00) in addition to the regular renewal fee.~~

- (f) Any licensee who fails to renew the license on or before the **THIRTY FIRST (31ST)** ~~twenty-eighth (28th)~~ day of **JANUARY** ~~February~~ is prohibited from acting as a swap shop/second-hand dealer until the license is renewed or a new license is issued under this section. ~~Any licensee who renews a license between the first (1st) day of March and the thirty-first (31st) day of December is not relieved from complying with this section.~~ The City Manager or his/her designee may refuse to issue to or renew the license of any licensee who violates this section.

737.04 LICENSE TRANSFER; DISPLAY.

- (a) Licenses issued under this chapter shall not be transferable to any person, partnership, corporation, or other entity and the business may be conducted only at the location for which the license is issued.
- (b) No licensee shall transact or solicit swap-shop or second-hand business under any name other than that contained in his license or at any location other than the address or addresses stated in the license.
- (c) No licensee may move his business location within this Municipality without submitting, at least thirty (30) days prior thereto, notification to the Chief of Police or his/her designee, and until such licensee has obtained a newly issued license for the new location pursuant to Section 737.03.

737.05 CHANGE IN OWNERSHIP, INTEREST, OR EMPLOYEES.

Every licensee, under the provisions of this chapter, shall inform the City Manager or his/her designee in writing, within five (5) days of any change in persons owning or having an interest in the business, or corporate officer or director, or person employed in the business.

737.051 IDENTIFICATION OF EMPLOYEE(S).

Licensee shall provide to the Chief of Police the name, address and date of birth of every employee of a licensee. Said information must be supplied within three (3) days of employees hire.

737.06 LICENSE REVOCATION.

The conviction of any licensee, ~~the conviction of any person owning or having an interest in the business, the corporate officer or director of a corporation, or any employee~~ of a business licensed under this chapter, for any felony or any crime involving fraud, theft, receiving or possessing stolen property or for violation of any provision of this chapter shall constitute grounds for immediate revocation or suspension by the City Manager or his/her designee of the license issued to such business. If the license is revoked, the swap shop/second-hand dealer shall immediately cease doing business, and return to the Chief of Police all licenses ~~and forfeit the unused portion of the license fee.~~

737.07 APPEAL OF LICENSE REVOCATION

In the event that the City Manager or his/her designee revokes any license, the licensee may within ten (10) days, appeal such revocation to the Board of Review. The notice of appeal must be in writing. The Board of Review shall consist of three (3) persons appointed by the City Manager or his/her designee. The decision of the Board of Review shall be final. The Board shall have sixty (60) days after a hearing, to issue a decision.

737.08 RECORDS OF TRANSACTIONS.

All swap shop/second-hand dealers shall:

- (a) Keep accurate daily records of all transactions **WHICH TAKE PLACE IN THE STORE/BUSINESS LOCATION WITHIN THE CITY OF KENT**, in second-hand articles on

forms **APPROVED BY** ~~available from~~ the Chief of Police, which forms must be entirely and legibly completed in hand printing or typewritten and signed by the second-hand dealer. Information provided on the forms must include all brand names, dates, serial numbers, model numbers, words or initials inscribed on the property, the amount of money given or received for the merchandise and the name, date of birth, address and motor vehicle operator's license number or state identification card number of the person from whom the articles were received by the swap shop/second-hand dealer or to whom the articles were sold by the swap shop/second-hand dealer.

- (b) Require valid identification from all persons with or from whom the swap shop/second-hand dealer purchases, exchanges, trades, sales or receives second-hand articles.
- (c) Return the completed forms to the Chief of Police before 4:01 p.m. of every Monday which is not a holiday after the transaction. When a Monday is a holiday, the forms must be turned in by 4:01 p.m. on the following Tuesday. A true and accurate copy of each of these forms must be retained by the swap shop/second-hand dealer for a period of at least two (2) years.
- (d) Retain all second-hand articles which the swap shop/second-hand dealer obtains by purchase, exchange, trade or receiving for a period of not less than thirty (30) days, ~~not including Saturdays, Sundays or holidays~~ after the forms described in this section are returned to the Chief of Police in accordance with subsection (c) hereof. Such second-hand articles shall be maintained in the same condition in which they were obtained by the second-hand dealer during such thirty (30) day period. All second-hand articles and purchased items shall be kept only at the licensed location, and out of sight of the viewing public and customers of the licensee until the expiration of the thirty (30) day period set forth in this subsection.
- (e) Keep and use an intelligible set of books and records in the English language in complying with this section with respect to recording the details of each purchase, exchange, trade, receiving or sale. All information required to be recorded by such section shall be entered in a bound book or on loose-leaf, permanent forms used exclusively for that purpose. Forms shall be identical and consecutively numbered, bearing the date upon which any transaction occurred. All books, forms, accounts, records, etc., shall be kept at the licensed location.
- (f) Preserve his books, forms, accounts, and records for at least two (2) years after making the final entry regarding any transaction therein.

All books, forms, accounts, and records, and all other sources of information with regard to the business of the licensee, shall at all times be available for inspection by the Kent Chief of Police or the Chief's designee for the purpose of assuring that the business of the licensee is being transacted in accordance with law.

Other methods of recording data, keeping records and keeping books, such as electronic or computerized methods, may be used in lieu of the methods described in this section, provided written printouts or hard copies of the required data are readily available in a form approved, in advance, by the Chief of Police.

The requirements of this section shall apply to any transaction of second hand goods, undertaken by a swap shop/second-hand dealer, even if the transaction is to or from another swap shop/second-hand dealer.

737.09 REPORT OF SECOND-HAND DEALER

Every licensed second-hand dealer shall on every weekday make out a report of every transaction of second-hand goods, on a form **APPROVED** furnished by the Police Department. The form shall list all the pertinent information needed regarding the items being purchased by the second hand dealer and the person or persons selling the item to the second hand dealer.

The above report shall be furnished to the Police Department by 4:01 p.m. of the following Monday. It shall include a copy of the Seller's driver's license or photograph identification card.

A legible and correct copy of the form shall be required to be kept by the second-hand dealer, containing all the particulars of all the second hand articles obtained on the preceding week, and the dealer shall deliver the original filled form(s) to the Chief of Police or his/her authorized representative, properly completed by the seller/customer in accordance with the provisions of Section 737.08 or the form shall, if the Chief of Police so elects, be mailed to such address as the Chief of Police may in writing by his/her designate or the Detective Bureau may pick up same.

737.10 POSSESSION FOR THIRTY DAYS BY SECONDHAND DEALER

No person licensed as a second-hand dealer shall sell or remove from his place of business any second-hand goods, articles or things sold to him until the same shall have been in his possession at least thirty (30) days.

737.11 USE OF FICTITIOUS NAME OR ADDRESS

(a) No person who sells, exchanges or trades a second-hand article to or purchases from a swap shop/second-hand dealer shall knowingly give false information or false identification required under this chapter to the swap shop/second-hand dealer.

(b) No swap shop/second-hand dealer shall purchase, exchange, trade, receive or sell any second-hand article from a seller who fails to provide identification or information required under this chapter.

737.12 PURCHASES PROHIBITED.

(a) No swap shop/second-hand dealer shall knowingly purchase, exchange, trade, sell or receive any articles from any minor, from any person who is at the time intoxicated or under the influence of a controlled substance, from any person who is known or believed by the licensee to be a thief or a receiver of stolen property, or from any person identified in writing to the licensee by any law enforcement officer as a known or suspected thief or receiver of stolen property.

~~(b) No swap shop/second-hand dealer shall purchase, exchange, trade, sell or receive any articles between the hours of 9:00 p.m. and 8:00 a.m.~~

~~(B) (e)~~ Every licensee shall post at the main door of the licensee's place of business the hours or times when the establishment is open for business. No licensee shall purchase, exchange, trade, sell, or receive second-hand articles or engage in the business of purchasing, exchanging, trading, selling or receiving second-hand articles during any time other than any regular business day that the establishment is open for business as posted.

~~(C) (d)~~ No licensee shall fail to observe the posted hours of operation pursuant to division (c) of this section.

737.13 EXEMPTIONS.

The provisions of this chapter shall not apply to any person:

(a) Conducting a garage sale, lawn sale, yard sale, or basement sale at or within reasonable proximity

of his/her garage, lawn, yard, or basement;

(b) Who is engaged in the sale of motor vehicle(s);

~~(c) Who deals exclusively in books;~~

(C) ~~(d)~~ Conducting a charitable rummage sale, book sale and the like or a charitable thrift store, the entire proceeds of such sale or store which will be contributed to a charitable organization;

~~(e) Who deals exclusively in antiques;~~

(D) ~~(f)~~ Who operates a consignment shop;

~~(g) Who operates a junkyard;~~

(E) ~~(h)~~ Who deals exclusively in second-hand furniture;

(F) ~~(i)~~ Who deals exclusively in second-hand clothing; or

(G) ~~(j)~~ Conducting an estate sale or auction.

737.99 PENALTY.

(a) Whoever violates Section 737.02 shall be guilty of a first degree misdemeanor and shall be punished as defined in Section 501.99 of the General Offenses Code.

(b) Whoever violates Sections 737.08, 737.09, 737.10, 737.11, or 737.12 shall be guilty of a third degree misdemeanor for the first offense and shall be guilty of a first degree misdemeanor for subsequent violations occurring within five years and shall be punished as defined in Section 501.99 of the General Offenses Code. In addition to any other penalty permitted by law, if an offender is convicted of a first degree misdemeanor as provided in this subsection, the court shall impose a suspension of the swap shop/second-hand dealer's license for a period of not less than sixty (60) nor more than one hundred eighty (180) days.

(c) Whoever violates Sections 737.04, 737.05, or 737.051 shall be guilty of a fourth degree misdemeanor and shall be punished as defined in Section 501.99 of the General Offenses Code.

d) A separate offense shall be deemed committed upon each day during or on which the violation occurs or continues to occur.