



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 27, 2021
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *BS*
RE: Garage 108 Appeal of ARB Decision

Section 1111.04(B)(6)(h) of the City of Kent Zoning Code provides all Architectural Review Board (ARB) applicants the right to “appeal any decision of the Architectural Review Board to Kent City Council.”

The application for Garage 108 was first reviewed by the ARB on June 1, 2021 and the Board issued a Certificate of Appropriateness (COA) for an internally lit sign for the back of the building (facing Haymaker Parkway) and a front sign that was to be unlit (facing W. College St.). The applicant submitted a second application in July requesting the ARB consider issuing a revised COA that would allow the front sign to be internally lit.

The Board met on August 3, 2021 to discuss the applicant’s revision request regarding allowing the front sign to be internally lit, but the revision was not approved. No member of the Board issued a motion so no action occurred and the original COA issued on June 1st that specified the front sign be unlit remains in effect.

The Architectural Review Board minutes from the August 3, 2021 meeting were approved on September 7, 2021 and are attached for review. Garage 108 case “ARB21-014” begins on page 15. The minutes for this case are verbatim in anticipation of the applicant submitting an appeal to Kent City Council.

Ms. Landis submitted her appeal request on September 10, 2021 and she is requesting Council consideration of the following:

“REASON FOR APPEAL: Internally lit and lighted signs are permitted in city zoning code for the downtown district.

REQUEST RESOLUTION: Grant light access and allow the Garage 108 (front side) to have LED lights inside the sign to match other lit business signs in the area and match the Garage 108 sign in the back of the building.

ADDITIONAL INFORMATION: Compromise specifics of resolution and solution request.

FRONT SIDE SIGN -- GARAGE 108

Hanley PF - 2030 pure white LEDs lights

Lumen output for LEDs is 34 lm/mod (approximately 1/3 bright)

vs

BACK SIDE SIGN -- GARAGE 108

Hanley PF - 2080 pure white LEDs lights

Lumen output for LEDs is 91 lm/mod"

I am respectfully requesting time at the October 6, 2021 Council Committee meeting to discuss this item in greater detail and to provide Ms. Landis with the opportunity to speak to her appeal request in person.

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

Thank you.

Attachments:

1. Email appeal request received from Ms. Landis
2. Minutes from 8-3-21 ARB meeting
3. COA issued by ARB 6-1-21

Cc: Hope Jones, Law Director
Eric Fink, Assistant law Director
Amy Wilkens, Clerk of Council
Heather Heckman, Development Planner



Susel, Bridget <suselb@kent-ohio.org>

Re: Aug 2021 ARB Appeal Garage 108 Sign

1 message

Valerie Landis <valeriedlandis@gmail.com>

Fri, Sep 10, 2021 at 12:26 AM

To: "Susel, Bridget" <suselb@kent-ohio.org>, Heather Phile <phileh@kent-ohio.org>, Timothy Sahr <sahrt@kent-ohio.org>, Eric Fink <finke@kent-ohio.org>

Cc: Garage 108 Kent <garage108kent@gmail.com>

Hello Bridget,

Thank you so much for this email. Can you please always include my business email (garage108kent@gmail.com) for communications such as this one so I can keep all city communications regarding the Garage 108 business in one place?

I appreciate your attachments, city code, and documents you have provided. Please let me know Bridget if I have met all the requirements for this appeal. I would like to proceed at the next meeting in October. Please let me know the date for that meeting so I may block it off on my travel/work calendar and schedule.

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I appreciate your help and assistance in advance. I'm sad you will not be at the October meeting Bridget, but hopefully you are doing something more fun. Let me know if you have any further questions or if I need to provide more info.

Regards,

Valerie Landis

312-479-2427

valeriedlandis@gmail.com

GARAGE 108

108 W. College Street Kent, OH 44240

garage108kent@gmail.com

On Wed, Sep 8, 2021 at 4:03 PM Susel, Bridget <suselb@kent-ohio.org> wrote:

Good Afternoon,

Please find attached the 8-3-21 ARB minutes, which were approved at yesterday's meeting. Your case discussion begins on page 15. Below is a highlighted section from the Zoning Code that lists what you will need to submit to the Community Development Department in order for me to prepare the appeal for Council review:

Appeal. An applicant may appeal any decision of the Architectural Review Board to Kent City Council within 30 days of the date of the Architectural Review Board decision. The appeal will be scheduled before Kent City Council with sufficient time allotted for review and public notice. The applicant will be notified of the tentative meeting date at the time the appeal is filed. The application for appeal must state the reason(s) for the appeal and the requested resolution should Kent City Council decide to overturn the Architectural Review Board's decision.

Here is the link to the full Zoning Code. The ARB appeal requirements copied and pasted above can be found on page 1111-212 <https://oh-kent.civicplus.com/DocumentCenter/View/10041/FINAL-Zoning-Code-Update-6-16-21>

Please forward your appeal request to my attention. As I mentioned, I will not be available for the October Council Committee meeting so if you wish to have this presented in October, Eric Fink can present the appeal information that I will forward to Council. Alternatively, you can wait until November and I can present.

The information I will send to Council will be submitted to the City Manager on September 28th and I will forward you a copy of the information and memo City Council will receive for your appeal request.

Please let me know if you have any questions. Thanks.

-Bridget

- > PLEASE NOTE: This message and any response to it may
- > constitute a public record, and therefore may be available
- > upon request in accordance with Ohio public records law.
- > (ORC 149.43)

**CITY OF KENT
ARCHITECTURAL REVIEW BOARD
August 3, 2021**

MEMBERS PRESENT: Howard Boyle
 Kevin Koogle
 Bridget Tipton
 Dennis Saxe
 David Basista

STAFF PRESENT: Bridget Susel, Community Development Director
 Heather Heckman, Development Planner
 Tim Sahr, Development Engineer

I. CALL TO ORDER

The meeting was called to order by Mr. Boyle at 2:58 p.m.

II. ROLL CALL

Howard Boyle, Bridget Tipton, Dennis Saxe, David Basista, and Kevin Koogle were present.

III. ADMINISTRATION OF OATH

Ms. Susel instructed members of the audience wishing to be heard on any of the cases presented at this meeting to raise their right hand. Ms. Susel administered the oath, "Do you swear or affirm that the testimony that you are about to give this evening is the truth, the whole truth, and nothing but the truth, so help you God? Please say "I do". The participants responded, "I do".

IV. PROJECT REVIEW

**A. ARB21-011 COLLEGIATE PASSION BRANDS
 125 SOUTH WATER STREET
(summary minutes)**

Reconsideration of sign location.

Ms. Susel stated that this is a reconsideration of the sign location for the previously approved Certificate of Appropriateness. She stated that the applicant wanted the opportunity to re-present with regards to the sign location; there are no issues with the sign itself and the Board recommended the sign be centered either above the door or the three windows. She stated that the applicant would like to discuss the location as originally presented.

Mr. Beder stated that he doesn't feel that Attorney Flynn completely understood the reasoning for the sign location when he presented on Mr. Beder's behalf at the previous meeting. Mr. Beder stated that the tree's position in front of the three windows does not make it a good location for the sign. He stated that the lower position of the originally proposed wall location, which is to the south side of the three windows on the building has raised some concerns of vandalism, but he feels that moving the sign higher on the wall will make it more secure. He

stated that kids are constantly taking pictures in front of another sign on a building around the corner and posting the pictures on social media. He stated that he would like to keep the sign for his business in the originally proposed location so hopefully kids will take a picture under his business sign at the same time.

Mr. Boyle stated that he is concerned about the building and not the advertising purpose of the sign. He stated that the sign would only be hidden by the sign 5-6 months of the year when the tree is leafed out and it would only be obscured from directly across the street looking head on; it would be clear from every other angle. Mr. Boyle stated that he still agrees with what was decided at the last meeting and for the building integrity, the sign should be centered above the windows or the door.

Mr. Beder stated that Webster's definition of a sign specifically states that it is for advertising.

Mr. Boyle agreed and stated that it is also a label that identifies the building and business. He stated that he still doesn't like the location that is being proposed as he is looking at the building historically.

Mr. Koogler questioned the holes in the brick from previous signs and how they would be addressed.

Mr. Beder stated that he hadn't planned anything but he will bring it up to Bill Arthur, the building owner.

Mr. Basista stated that he agrees that from a building perspective, the sign probably belongs over the windows or doors. He stated that as long as the trees are properly maintained, he doesn't feel that they will totally block the view of the sign. He stated that he agrees that the sign belongs either over the door or over the windows.

Mr. Beder questioned what the harm is if the sign is located in the proposed location.

Mr. Boyle referenced the placement of other signs in the downtown district and commented the signs are typically centered on the building or located in a sign board. He stated that the subject building was used as a post office before the current post office was located where it is now. He added that it was redone years ago by City Bank; he is unsure if anything is left from the old post office.

Mr. Beder stated that this building doesn't have a historical classification so he feels that it is within his right to approach the sign location with a modern concept.

Ms. Tipton stated that if she was to make a case for this location, she would think that having the sign lower would encourage photos. She stated that taking a modern approach to a building that has been here for quite some time will actually draw more attention to the building. She stated that more images of the building does add to the integrity of the building in a digital way. She stated that

keeping buildings special to people is about place making and marking it in people's memories. She stated that although she likes the originally approved two locations, she also is open to reconsidering it because the proposed location is so important to Mr. Beder.

Public Comment

Shavon Yoder, Mantua, Ohio stated that she is a business owner in Streetsboro and is looking in Kent for a possible second location. She stated that she wanted to see what the sign process is in Kent as it is different in all cities. She stated that the comment that the sign will be blocked by the tree for 6 months of the year is a concern to her because as a business owner, she understands that she would be spending a large portion of the profits on a sign to help people find her business.

Valerie Landis, Garage 108, Kent, Ohio, stated that she feels that it is a nice sign that says "Kent" and we should embrace that. She stated that the tree is very prohibitive similarly to the issue she is having at her own business.

Mr. Koogle stated that he sees the merit for all three possible locations for the sign because the wall to the south of the three windows is a blank wall. He stated that the issue of the tree is moot in his mind because the downtown trees are an asset to all the downtown businesses as they set the atmosphere. He added that regardless of where the sign is located, it will at some angle be blocked by the tree. He stated that the building is asymmetrical and it is not balanced. He stated that he is open to the sign being located in any of the three locations.

Ms. Tipton questioned Mr. Koogle if he thought that the sign in the proposed location would contribute to balancing the first floor.

Mr. Koogle responded yes.

Mr. Boyle question the height of the proposed sign.

Mr. Beder stated that he would like to have the sign as presented; it would be mounted at a minimum height of more than 8 feet.

Mr. Koogle questioned if the letters on the bottom were individually applied.

Mr. Beder stated that they are.

Mr. Koogle questioned if he has considered lighting.

Mr. Beder stated that he has not as of yet.

Ms. Susel stated that Mr. Beder will need to return if he would like to add lighting.

Dale Wynns, 1061 Hudson Rd., Kent, stated that he is in favor of the sign.

MOTION: *In case ARB21-011, Collegiate Passion Brands, 125 S. Water St., Ms. Tipton moved to grant a Certificate of Appropriateness for the sign location as presented on 8/3/21 with the condition that the top of the sign aligns with the top of the first floor windows trim.*

Friendly amendment introduced by Mr. Saxe that the sign align with top frame of the three windows.

Amendment was accepted.

Mr. Saxe seconded the motion.

Mr. Koogler noted that the photoshop drawing of the sign may not be to scale.

Mr. Boyle stated that the applicant will balance the sign within that space.

Mr. Beder confirmed.

The motion carried 4-1.

**B. ARB21-011 COLLEGIATE PASSION BRANDS
125 SOUTH WATER STREET**

(verbatim minutes)

Review of Exterior Paint.

Ms. Susel: We did get samples of the actual paint so you don't have to look at the photoshop.

Mr. Boyle: No, we know the paint. So Mike, do you want to go ahead and start the paint discussion. I see you brought Pat with you; the professional painter.

Mr. Beder: I didn't bring anyone with me. I appreciate any support, but I did not bring any one with me, but if you have something positive to say there are public comments.

[laughter]

Mr. Boyle: or negative but since he painted it I doubt they will be negative.

Mr. Beder: So this business I'm starting is called Kent Sportswear and we are selling sportswear from largely Kent State related and we will have some Kent Roosevelt items and some local Kent, Ohio items. We are going to be the shop

button for Kentstatesports.com and we are going to have the team shops at the arena and football stadium so I felt it appropriate, considering the nature of the business and the location of the business, to paint the front of the building Kent State Blue and Kent State Gold.

Mr. Boyle: Kent State yellow.

Mr. Beder: Uh, yeah.

Mr. Boyle: We didn't give a certificate of appropriateness last month and we talked about the fact that either completely blue or blue and gold... more of the typical gold that you did across the street with your gold... was discussed as maybe more preferable and even to the point... and I know you're dealing with a landlord, who doesn't necessarily respond to some of these things but uh... the windows themselves would really make the building look a lot more coherent and it would be a suggestion I would hope that in the Certificate of Appropriateness that we could suggest that it be done but we can't require it because...

Mr. Koogle: Do you mean the second floor?

Mr. Boyle: The second floor, yeah. We can't require it because he's not... you don't have anything to do with it.

Mr. Beder: I rent the first floor.

Mr. Boyle: Discussion? Anybody have thoughts about that... the other thing is this is clearly a way to advertise your business by painting the building. It's no different than an Italian restaurant putting up an awning that is red, white, and green. That becomes a huge sign when it's actually a very subtle way to say "I sell pizza" so you're doing that the same thing here. I have a problem with that.

Mr. Beder: Would you want me to make my Italian restaurant in Irish flag colors?

Mr. Boyle: That doesn't matter. That becomes a sign.

Mr. Koogle: A better example is if you sell hot dogs and you have a building shaped as a giant hot dog.

Mr. Boyle: Same thing. This looks like a hot dog to me, but...

Mr. Beder: You're right. I painted it blue and yellow because that's what I sell and it feels pretty appropriate.

Mr. Boyle: I understand. And you recognize the fact that you're dealing in a historic downtown?

Mr. Beder: No, I'm not.

Mr. Boyle: And that's the...

Mr. Beder: I'm under the assumption that I'm in an eclectic downtown and there is no historic designation for downtown.

Mr. Koogle: The downtown has the Design Overlay District.

Mr. Susel: It is an Overlay District, but not a historic district just to clarify for the record.

Mr. Koogle: Not the George Washington slept here historical or an event happened, but the Overlay District is... we have more control on the design of things that happen. We have a visual aesthetic to take care of and maintain. I guess I'll get started and sort of piggyback on what Howard just said, and this is the same thing I said last month. I was a Kent State Cheerleader. I'll be buying stuff there and there's no bigger fan than I am, but as someone on this Board, the blue and gold on here does not respect the integrity of the rest of the building and so I would prefer to see it be white as it was. That's my two cents on that.

Mr. Boyle: Dennis, what do you have?

Mr. Saxe: Yeah, I think I prefer to see it kept as white too or repainted white. As an option, if you took these three panels below the windows, painted them yellow, and then put a blue outline around it. Is that something that you could live with?

Mr. Beder: No. I like it as presented.

Mr. Boyle: Okay. Anybody else?

Mr. Basista: Again, the bright yellow and blue downtown given the district, it doesn't seem like it fits in. White would be more appropriate but...

Mr. Boyle: Is anybody going to offer a blue as an option?

Mr. Saxe: All blue?

Mr. Boyle: All blue instead of white.

Mr. Basista: It would be better if the second floor would be painted blue that would make it more...

Mr. Boyle: That can always be requested of the owner. As a suggestion he might with his civic responsibility just do it. We all know Bill pretty well.

Mr. Beder: He has been a really good partner in this.

Mr. Boyle: He's your partner in the business?

Mr. Beder: No. Just a relationship. I'm getting a tone here and that's fine cause I feel that I will bring it to Council and it will go my way, however, with that thing

running right now... Does this Board want to say that Kent State yellow isn't welcome in downtown Kent?

Mr. Koogle: No one is saying that. Absolutely not.

Mr. Basista: No one is saying that.

Mr. Beder: Well I don't know. If we look back, it's kind of going in that direction.

Mr. Boyle: Well, that's fine Mike. Could somebody offer a Certificate of Appropriateness? Obviously he's not going to be happy.

Ms. Landis: Are you not fine with following agendas?

Ms. Susel: Yes, there is public comment.

Mr. Boyle: Yes, public comment. Sure. Go ahead.

Mr. Patrick Shanley: I'd say that it's a college town and these colors definitely fit the Kent State... I mean, I get the historical part of the building, but I don't see where it really takes away from the building.

Mr. Beder: That's their personal sensibilities. It's not a charge made by the Code from the City.

Mr. Boyle: You know Mike, that's not true. We have a responsibility to the integrity of the building and the integrity of the building next door and all the buildings and to do one building that is totally separate or different than the other ones is an issue for us. Your other building... Excuse me?

Mr. Beder: Are those other buildings painted like that because they're concerned with the integrity or because... You have an antique store and an office. Of course they care. White's fine, great. And antiques... This is a different business event in that space and let's also remember there wasn't a big line in front of me or behind me to set up retail downtown. So if this is how retail is greeted, I don't think that's a great message either.

Mr. Boyle: I don't think this is... I wouldn't look at that. I think we are very happy to have you downtown with retail. I think it's wonderful as a matter of fact, however, there are just effectively some norms that we've dealt with for years and some of us would like to maintain that.

Mr. Beder: Okay.

Mr. Koogle: And as I stated last month I was very happy to see the store going in there and the economic development happening. I should have started my comments with that.

Ms. Tipton: Do we have some kind of... I mean keeping it white or returning it to white, is there some kind of clue historically that it was once white, always white, easy decision to paint it white, so that's why it's that way? I mean, there has been some discussion I guess around it. I don't know...

Mr. Boyle: Well I think historically since it was used by the City Bank, it has always been white but that was their color. That was something that they did back probably 75 years. Prior to that, as I said, it was typical for buildings like this to have darker colors because lighter colors were not used in 1920 or earlier.

Mr. Beder: So then the integrity of this building has been compromised for the last 75 years?

Mr. Boyle: In white? No, white was used.

Mr. Beder: But you said it was dark previous to that.

Mr. Boyle: White was always used however, if colors, they were primarily dark colors.

Mr. Koogle: Part of the issue is the contrast with what is going on on the second floor. I know we don't have any control here over what happens there. I guess the reason I bring that up, is when you look at Water Street Tavern, and you have the dark blue/green that is on there now but the whole face of the building, multiple floors is all tied together with that. The starkness of the blue and gold on the first floor is even more evident and even more stark because the second floor windows and trim are still staying white.

Mr. Beder: I get your point, but I own the other building and that was something that I chose to do.

Mr. Koogle: It's a good choice. I like the choice.

Mr. Beder: Thank you. This is another business and maybe they don't want that. I have to do what's best for the space I'm responsible for renting. If you want to say let's run it by Bill and whoever the tenant is... sure but I have no control over that.

Mr. Boyle: That's right.

Mr. Beder: I don't know who rents the space or what goes on up there but because they or someone else might be apathetic about how to paint their business, I don't think I should be punished.

Mr. Boyle: You're not being punished. What we are doing downstairs has nothing to do with the upstairs. That was just a suggestion.

Mr. Koogle: I was just pointing out how the Water Street Tavern and this building are different and that Water Street is all tied together. This is different in that we've got the bright blue and gold down...

Mr. Beder: No, I agree with you, but I will also say I don't want to paint this the same color as Water Street because they are two different businesses and I want to differentiate.

Mr. Koogle: Still I wasn't suggesting the same colors as Water Street, but just the fact that up and down are a huge contrast and this building, we are talking about the integrity visually of it, is being compromised. It's like, Oh we've got this going on down and this up here, and it's fighting itself visually.

Mr. Boyle: Okay, we understand that but once again we can't do anything about the upstairs. So, would someone like to offer a Certificate of Appropriateness on this building so poor Mike can go home?

Mr. Saxe: Let me ask a question.

Ms. Tipton: How do we not?

Mr. Koogle: So what we are doing is reviewing the exterior paint and they are asking for a Certificate of Appropriateness.

Ms. Susel: Correct.

Mr. Beder: So I need a motion to not approve.

Mr. Boyle: No. No.

Mr. Koogle: A motion to return it to white, or motion to approve it as it is, or motion to make a paint, or something like that?

Mr. Boyle: You can make a motion and suggest the paint color be changed to a certain color or left the same, or any way you want to do it.

Ms. Tipton: Aren't there a few buildings downtown that have vibrantly painted trim already?

Mr. Boyle: That doesn't mean they came to us.

Ms. Tipton: Yes, but it also doesn't make this stick out in the way that it is being presented as isolated.

Mr. Boyle: Well, that's fine. Would you like to offer a Certificate of Appropriateness to leave it the way it is?

Ms. Tipton: Yes, as presented.

Mr. Boyle: As presented? Okay. Very good. Is there a second?

Mr. Boyle & Ms. Susel: The motion dies for lack of second.

[inaudible secondary conversation]

Mr. Beder: Sorry, that's a rendering issue.

Mr. Basista: [inaudible] these shades...

Mr. Beder: No the same paint was used.

Ms. Susel: Here it is.

Mr. Boyle: Would someone...

Mr. Basista: That's the sign and the trim...

Mr. Beder: No, you are absolutely right.

Mr. Boyle: Would someone like to offer a Certificate of Appropriateness?

Ms. Susel: A second, right? The motion is still out there.

Mr. Basista: I mean if they were to match...

Mr. Beder: They do match.

Mr. Boyle: The motion died without a second.

Ms. Susel: He had comments though. I don't know if you were going to comment on the motion or not.

Mr. Basista: No I was just [inaudible]...

Mr. Boyle: Would someone like to offer another Certificate of Appropriateness that might get a second?

Mr. Basista: I mean, can we add in there that we would suggest the second floor windows be painted blue?

Mr. Boyle: You can certainly suggest anything. Sure.

Mr. Basista: [inaudible]

Mr. Beder: I wish I could make...

Mr. Boyle: There's nothing Mike can do about that.

[multiple people talking – inaudible]

Mr. Boyle: We all have the ability to approach Bill and say 'Hey Bill, can you paint those blue or whatever color.

Ms. Tipton: I feel like there has to be a motion for what you would want to be seen if as presented is not... it can't just be nothing.

Ms. Susel: Or somebody can make a motion to amend the first motion to include that window or if this one dies for a second, and a new motion is made.

Mr. Boyle: This should probably be a new motion.

Mr. Koogle: Yeah.

Mr. Boyle: Go ahead. And what would that new motion say.

Ms. Susel: They've been debating about the windows...

Mr. Boyle: No, I know. I'm kidding.

Mr. Basista: I mean how would you say it, as a recommendation?

Ms. Susel: Say that a Certificate of Appropriateness for the colors as presented at the meeting with a recommendation that... something like that.

Mr. Boyle: If you don't want that color, specify the color you'd like it to be.

Mr. Koogle: Or can we have a resubmission of color suggestion.

Mr. Boyle: I don't think he wants to do that. His option is to go to Council and get whatever he wants.

Mr. Koogle: Then I'm going to make a motion that what's been painted blue and yellow is returned to white and leave it up to Council.

Ms. Susel: Does that motion have a second?

Mr. Boyle: Is there a second for that? Or are you giving another option of paint besides white or just white?

Mr. Koogle: You are suggesting that we can suggest any color in this motion?

Ms. Tipton: It's been previously discussed that everything is painted the dark blue.

Mr. Boyle: Dark blue. That we talked about last month and so are you willing to make it either dark blue or white? Or you don't want to see the dark blue.

Mr. Koogle: I see what you're saying.

Ms. Tipton: It's not what you're saying. Just make your motion [inaudible]...

Ms. Susel: Right now the motion is to return the blue and yellow painted areas to white and there has been no addition to the motion, it has not been amended, and it has not been seconded.

Mr. Koogle: The discussion is to possibly just change the yellow to blue. Is that what is in...

Ms. Tipton: It's your motion.

Mr. Boyle: It's your motion but that is what we talked about a month ago.

Mr. Basista: What if we just left the panel yellow [inaudible] in the inset?

Mr. Koogle: I can almost live with that.

Mr. Basista: That might be a compromise. Leave these yellow and everything else dark blue and recommend the second floor windows be painted dark blue. That gives you the blue and yellow.

Mr. Beder: I hear what you're saying and I appreciate your willingness to find a solution, but I just really don't believe in what's going here. So I'd rather....

Mr. Boyle: Ok Mike. So you want it just the way it is or nothing, right:

Mr. Beder: Yeah.

Mr. Boyle: Ok, fine.

Ms. Susel: We need a second on the motion.

Mr. Boyle: We need a second on the motion and restate the motion for us, could you?

Ms. Susel: Kevin's motion was return the blue and yellow painted areas to white.

Mr. Koogle: Can I change that?

Ms. Susel: You want to amend the motion?

Mr. Koogle: Yeah, cause I like...

Mr. Boyle: There's no second yet so you're still making the motion.

Ms. Susel: Right. Kevin, you can't second the motion. Somebody else has to second.

Mr. Koogle: I wasn't going to second I was going to change it.

Mr. Boyle: Well, just restate your motion.

Mr. Koogle: I would make a motion that the...

Ms. Susel: So you are amending your original motion?

Mr. Koogle: Correct. That the three panels under the three windows near the ground remain the yellow with a white border around them and that the tall vertical yellow elements and the horizontal elements that are yellow that are over top of the doors and windows become blue.

Mr. Boyle: Okay.

Mr. Basista: And the blue...

Mr. Koogle: And the blue to match the blue that is there now.

Mr. Basista: Did you want to recommend that the...

Mr. Koogle: No. And then can we add a recommendation to that?

Mr. Boyle: Sure.

Mr. Koogle: and would recommend that the second floor windows... that some sort of dialogue be opened with Bill Arthur to see if the second floor windows could be painted the blue of the first floor.

Mr. Boyle: Okay, is there a second to that? I think we've got... you're running out of paper. You're going to have to flip it over.

Mr. Susel: I am. I have arrows all over!

Mr. Boyle: Is there a second?

Mr. Basista: I'll second it.

Mr. Boyle: Is there a second?

Mr. Basista: Yes.

Mr. Boyle: Okay, so this motion is either white or the blue leaving the three panels at the bottom.

Ms. Susel: He amended the motion, it is my understanding, to basically leave... the amending does not still keep the white.

Mr. Koogle: Correct.

Mr. Boyle: Okay. So white is out.

Ms. Susel: Right. The amendment is that the three panels stay yellow with the white trim and all other yellow areas are painted the same blue as the already painted blue areas.

Mr. Koogle: Right.

Ms. Susel: And a recommendation that the second floor windows be painted with the same blue trim.

Mr. Koogle: Yes.

Ms. Susel: Recommendation only cause it's not up to the applicant.

Mr. Boyle: Right. Okay. And that was seconded?

Ms. Susel: By Dave.

Mr. Boyle: So let's vote on that. All in favor signify by saying aye.

Mr. Boyle: Aye

Mr. Koogle: Aye

Mr. Basista: Aye

Mr. Saxe: Aye

Mr. Boyle: Opposed?

Ms. Tipton: Aye

Mr. Boyle: You're still opposed?

Ms. Tipton: Yeah.

Mr. Boyle: Okay. That's fine. Thanks Mike.

Mr. Beder: Thank you.

Ms. Susel: Just to clarify for the record for everyone here, until the formal minutes are actually approved by the Architectural Review Board, this can't be moved to Council because it is not a formal record yet. So he will not, while it's in amendment process, not be required to change it until the full amendment procedure is completed. That was per Eric when we talked this morning before he left for New Jersey. So in other words, there is no formal record yet until the

minutes are formally adopted and approved and at that point, then it will be moved to Council by the administration.

Mr. Boyle: Fine.

Mr. Beder: Take your time.

MOTION SUMMARY:

MOTION: *In case ARB21-011, Collegiate Passion Brands, 125 S. Water St., Ms. Tipton moved to grant a Certificate of Appropriateness for the exterior paint colors as presented on 8/3/21.*

The motion was not seconded. The motion failed due to a lack of a second.

MOTION: *In case ARB21-011, Collegiate Passion Brands, 125 S. Water St., Mr. Koogle moved to grant a Certificate of Appropriateness for the exterior paint as follows: the 3 panels remain yellow with white trim, all other trim is blue, and recommend the 2nd floor windows be painted blue.*

Mr. Basista seconded the motion. The motion carried 4-1.

C. ARB21-013 LAGER & VINE
152 FRANKLIN AVENUE

(summary minutes)

Review of new building signs.

The applicant asked to continue the case until they ask to reschedule.

MOTION: *In case ARB21-013, Lager & Vine, 152 Franklin Ave., Mr. Boyle moved to continue the case to a future meeting.*

Ms. Tipton seconded the motion. The motion carried 5-0.

D. ARB21-014 GARAGE 108
108 WEST COLLEGE AVENUE

(verbatim minutes)

Review of front building sign. The owner would like to add lighting.

Valerie Landis: We have since added the two signs to the front and back and after doing so, if you see, some of the back light is lit and the light itself inside of that back light is this larger LED light. It's actually a 91MLMOD Hanley PF 2880 Pure White LED. I'm requesting after further review of seeing how the signs look

at night and during the day on the front side of the building... that I have a large tree that is covering 90% of my sign front facing and that only until you go to the end of the block do you even see a majority of any of the sign remaining. The Karate Club sign is actually already a lit sign. So I am requesting a compromise. I discovered and found a smaller LED that is only a third bright at 34 LM mode. The Hanley PF 2030 and this would help if you can see, there is quite a bit of difference in the brightness here versus the brightness there. That would be enough coverage to help make the "Garage" part of the sign actually say "Garage 108" instead of "Rage 108".

Mr. Boyle: Good. And so you've already put it up; so you've already got it all in place?

Ms. Landis: The sign is up. There is not lights in the sign and I'm requesting that the small LED that only produces...

Mr. Boyle: The sign face. What is that made of?

Ms. Landis: It is very similar to this design. Plastic.

Mr. Boyle: So in other words, you can see through it. The light behind it glows through it. Is that correct?

Mr. Koogle: It's internally lit.

Mr. Boyle: It's an internally lit sign. It's not a back lit sign.

Ms. Landis: Because of my building structure being brick I only have one outlet for where any electricity can go and I do not want to put holes that already have masonry issues in my brick. So therefore, to make a clean slick design we have it on a track, which only has one location hub.

Mr. Koogle: The track is black?

Ms. Landis: It is actually the color of the building. So I'm requesting today that the LED 34LM mode light be allowed to be installed inside the Garage 108.

Mr. Boyle: Any discussion?

Mr. Koogle: As far as the issue of the tree goes, again, the tree is a bonus, it's a plus, it's an enhancement to downtown and I don't see that as a hardship at all just as we just discussed on the previous project. Just out of curiosity, as a point, I don't know when or how the Karate sign got approved.

Mr. Boyle: I don't think they did get approved.

Ms. Landis: Yes it did. It was done in 2014.

Mr. Boyle: We would not have approved that sign that way.

Mr. Koogle: This Board does not approve internally lit signs and I can't think of another one that's in the Overlay District. There might be...

Mr. Boyle: Well there is one. The one that we did not approve at the sandwich shop at the theater.

Ms. Susel: Jimmy Johns. They appealed it to Council.

Mr. Boyle: They went to Council and Council approved it. We did not approve that one. That's the only one I know of.

Ms. Landis: Actually across the street, the Smith's sign is all lit up.

Mr. Boyle: The what sign?

Ms. Landis: I don't know how...

Mr. Boyle: Smithers Oasis? It's back lit.

Ms. Landis: Essentially the light that I'm proposing to put in here is the equivalent to a back lit.

Mr. Koogle: The difference is back lit versus internally lit.

Mr. Boyle: The difference is the material.

Ms. Landis: It's just the way the sign is made. That it sits at the bottom and like illuminates up.

Mr. Koogle: Right, the back lit sign...

Mr. Boyle: Is a totally different type of sign.

Ms. Landis: But I don't have that option being on a track and being on a wall with masonry brick.

Mr. Boyle: I think they did.

Ms. Landis: I would have to have an entire back. I wish my sign lady was here but unfortunately she was very busy with other signs today and these meetings are very unpredictable on timing so she could not come today to explain that. But you would have to have an entire metal back in order to have the lit on the back.

Mr. Koogle: Or just lights.

Ms. Landis: I only have one outlet spot. It is a large sign that goes 25 feet.

Mr. Boyle: Your sign actually is very nice and I mean it looks fine and it's very well seen regardless of the tree. I just drove by it and you can see it from a lot of ways. When you're driving, the tree just sort of disappears.

Ms. Landis: The majority of the time it says Rage and that's what's visible.

Mr. Koogle: Yeah, you can drill holes in brick or any sort of masonry and run an electrical conduit through it to get electric anywhere that you want it to go. If you wanted a light or some sort of electrical thing anywhere on the face of your building...

Ms. Landis: It's not ideal, Kevin and it actually disrupts the flow of the letters and how it is supposed to look. It's supposed to be clean and simple and design aesthetics to be straight across. I do not want weird lights hanging out. I don't know if you've noticed but half the signs of the buildings downtown on Water Street that are abandoned look like crap. And that's putting it nicely. I'm saying in general, this is a third of the light. It's barely lit. It will basically only show through the big leaves on 6 months of the year. Which no one trims by the way and I've asked that to be trimmed multiple times.

Mr. Koogle: The sign that is on the Haymaker side, when we approved that to be internally lit... one of the reasons we said is okay, you are within the Overlay District but it faces Walgreens and a very busy street. That's a whole different atmosphere than on College Street side. It's a different...

Ms. Landis: And I have a number of challenges on the back side of the building too because there is actually a 5G tower that takes up in the middle the sign. So there's a number of reasons that the back lit was approved.

Mr. Koogle: I voted on it and I remember the reason that the back lit sign was approved was because it's like I said, a completely different place than on the College Street side. You're facing Walgreens, you're facing a state route. That's why we gave the... we didn't have to give the approval for the internally lit sign on the Haymaker side but we did.

Mr. Boyle: And I think we're comfortable with that.

Mr. Koogle: Yeah, and I'm not revisiting that. What I'm addressing is, okay, on the College Street side, the Karate sign, I don't know how that got approved but it did, it's in place, that's water under the bridge, and time after time people come to us with internally lit signs here and we say no and that is to maintain the aesthetics of the downtown district.

Ms. Landis: Are you aware that on track signs are the easiest to install and have the least amount of cost? So after a pandemic like this,

Mr. Koogle: The pandemic does not come into play here.

Ms. Landis: But I'm just saying that as a business owner I don't want to... first off I would have to make two signs, which I luckily did not so I appreciate that.

Mr. Boyle: So you put the one in the back and in the front too.

Ms. Landis: It's the exact same sign only smaller.

Mr. Boyle: Believe me, we knew you were going to do that.

Ms. Landis: Do what?

Mr. Boyle: We knew you were going to do the same sign because it is the cheapest thing for you to do. It works out well.

Ms. Landis: Yeah. And it has the ability to be altered and changed. You can take this apart and add lighting, which is a plus because then it doesn't have a lot of other issues. It can be off most of the time if you propose but I'm proposing that it doesn't have to be turned on. I just want the ability to have the light on, let's see what it looks like and then tell me if you hate it with it lit up.

Mr. Koogle: No, we're not going that route again or at least I'm not.

Ms. Landis: But that's the thing, is that this ability... first off, it's a third of the light. It's less than...

Mr. Koogle: And it's internally lit.

Ms. Landis: Yes, Kevin, it is internally lit because that is the only functional way to put a light behind the words.

Mr. Koogle: No, there a zillion functional ways.

Ms. Landis: Well, I'm a white sign so I don't have any choices because the light is white. If I had a black sign then a back lit would be appropriate but on a white sign to go with the branding of the business.

Mr. Boyle: Do we need a Certificate of Appropriateness?

Ms. Susel: Well, there's more discussion and public comment.

Ms. Tipton: Which version of the Zoning Code are we using here?

Ms. Susel: This wouldn't have changed. We still don't prohibit internally lit signs. It is something that the Architectural Review Board has done out of practice, but it wasn't prohibited under the last code nor under this current code.

Mr. Boyle: Right.

Ms. Susel: We do neon. That is prohibited and flashing. That has not changed.

Mr. Boyle: Anyone else like to speak?

Mr. Saxe: I went down Sunday night after it was dark and parked across the street for about 10 minutes and looked at it and I think that with the softer light it would add to the area. It seemed awfully dark in that spot even with all the other lighting downtown. So I would not have a problem with it being with the lower level of lighting.

Mr. Boyle: Okay. David?

Mr. Basista: I would agree with Dennis. I think the softer light would enhance the area.

Mr. Koogle: That being said, can we get the softer light with an exterior light that shines on the sign? That would...

Mr. Boyle: That's always been an option to her. She hasn't taken that.

Mr. Koogle: That's always been option and if it seems dark, there's all sorts of options.

Ms. Landis: There's no way to keep the integrity of the letter with that choice.

Mr. Koogle: The letters stay just as it is. Its integrity is completely intact and then you have a light that shines on the letters.

Mr. Boyle: That's what other people are using downtown. Are you asking her if she can do that?

Mr. Koogle: Well, I know it can be done. I guess I'm suggesting that that be proposed.

Ms. Landis: That's not my request.

Mr. Boyle: You could request that an exterior light to shine onto it. It's a totally different concept from what she's already got. It's not as if she's just coming to us with ideas. She's already got the sign up there so I think we need to deal with what's there less than what we've like to have there.

Mr. Koogle: I know. She has a proposal. We did that a couple months ago – big time.

Mr. Boyle: Well, we do that on a regular basis.

Ms. Landis: This is an individual case, Kevin, and if we can keep it on the actual discussion, I'd appreciate it.

Mr. Boyle: Well, for us, the entire downtown is the case. So I guess we need a Certificate...

Ms. Susel: Public comment.

Mr. Boyle: I'm sorry, public comment. We normally never have anybody that cares.

Ms. Susel: We also have not heard from another one of the Board members.

Mr. Boyle: Who?

Ms. Susel: Bridget didn't.

Mr. Boyle: I thought Bridget did. Okay, I'm sorry. Let me hear from Bridget first.

Ms. Tipton: My question will always be how can we consistently not approve things that are permitted and the...

Ms. Stump: Can you speak up, please?

Ms. Tipton: My comment is that we continually don't allow things, which are in the guidelines as being permitted. It just puts us all in a very difficult position when if we direct applicants to the Guidelines and they do so... not necessarily in this case... this comes up repeatedly that we don't allow things that are permitted. I have a difficult time doing that.

Mr. Koogle: What is it that's not allowed? I don't think there's anything that's not allowed.

Ms. Tipton: The Board continually does not permit internally lit signs when the Guidelines do allow them.

Mr. Koogle: Well we allow and disallow everything that we allow and disallow because anything is permitted.

Mr. Boyle: I'm lost.

Ms. Susel: Not anything is permitted; there's Zoning Code ordinance.

Mr. Boyle: Internal lighting is just not prohibited, it's not requested. Yes?

Natasha Bastrokof: I am the owner of Qwench Juice downtown. So this is an absolutely awesome idea to have an internally lit light. My sign is not lit at all. I just have lamps kind of... People don't even know I exist because it doesn't stand out. So in order for business to succeed, this is necessary. Plus, Karate sign is so big so by having this sign less bright, is like the Karate business is bigger than this business. So it's like, you know, who's sign is bigger, people will

think, okay this is just a small business – it's a small light and Karate business is large. So why not permit more light on this sign?

Holly Stump: Hi, my name is Holly Stump. I've lived in the city all my life. I think it's a great idea what she is proposing for an internal sign. Again, I'm following. Never been here before. I'm agreeing, hearing a lot of negative comments but, it's like, do we not want to uplift these guys? Get people in here? Go, oh swell, Kent's a great city to work with and architecture is open to comments and stuff. And the other question I have is, why can't the city trim back some of these trees? Granted, Tree City, we're not going to take them out. Got that. Know that. Lived here all my life, got it. But what's wrong with trimming some of this stuff? She said that she'd asked to have them trimmed and they aren't doing it. Can somebody tell me?

Ms. Susel: That would be an answer from the arborist so we would have to refer it to them. I can refer you to the arborist, but that's not a question for this Board unfortunately.

Mr. Boyle: Thank you. Dale?

Dale Wynns, 1061 Hudson Rd.: Can I make a comment on the trees in Kent?

Ms. Heckman: Not yet.

Mr. Boyle: We will do it at the end because we have some other business before we talk about trees.

Mr. Shanley: I have seen the sign at night like you have said and it is... you could walk right by it and not even know that this place exists. It is a very [inaudible] light so it's not going to be jumping out at you like a neon light. Very subtle.

Brian Coontz: Brian Coontz, 1233 N. Mantua St., I really think it's a great idea and some certain people don't have to get smart with her about certain things and stuff and put it up in the air and stuff like you're almighty or something. All it is is a sign and I think it's great for Kent. But certain people don't have to walk around like they're uptight or bigger and badder than someone else.

Mr. Boyle: I appreciate that. We have done this for years and years and years and we have been fairly constant on the way we determine how things should be downtown. The guidelines do not recommend internally lit signs. They just don't prohibit it and they allow us to determine what's appropriate and what's not appropriate. Obviously two people on this Board feel that your lightly lit sign is appropriate and so if we can get a Certificate of Appropriateness, we can move on. Would somebody like to make a motion on that?

Bob Mayfield: I'd like to say something really quick. Bob Mayfield, 346 Oakwood Dr, Kent, 44240. I understand the internally lit sign and I think that Valerie is compromised here because she's going with 30% or a third of the lumens, I

guess it would be, for the sign. The sign is there to find her place and so maybe some sort of compromise when she's having an event or she's open, have the sign on. When she's not, the sign's turned off. That in combination with maybe some lights from the street to illuminate the whole front of the building and the sidewalk there.

Ms. Susel: Just so you're clear, a Certificate of Appropriateness can't dictate hours the lights are on or off.

Mr. Mayfield: Any ways, I was just thinking this might be a compromise.

Shavon Yoder: Shavon Yoder from Mantua, Ohio. One of the things that I'm looking at while I'm looking to bring a business into the downtown area and one of the reasons why it was important for me to come here was, I kind of wanted to see what the sign challenges would be and this has been really eye opening. What I'm hearing is that there's no rule against what she's trying to do and she already has one lit sign on the building along with another business on the same building has a lit sign so I just don't understand how you can say yes to one and no to another. It's just going to enhance that area that is already very very dark.

Mr. Koogle: The first one wasn't said yes to.

Ms. Landis: Yes it was in 2014.

Mr. Boyle: We already approved the one on the back of the building and we had no problem with that at all. It's all thoroughfare and it's a totally different thing. To some of us, the downtown is a historic district and it is one of the reasons that people like to come downtown. It's attractive. It is. It is not a suburban road with the bigger the lights the better my business can be seen. That's not what we are looking at and we've guarded against that for years. Sometimes we lose, however, that doesn't necessarily mean that we don't try to make the downtown a cohesive community in a way. That's one of the reasons people like to be downtown.

Ms. Yoder: I understand that. I actually live in a very small town. I currently own a business in Streetsboro where there are lights everywhere. I frequent the downtown Kent area a lot that you're referring to, which is how I've actually seen her building because I've been down there quite often. But change is also good and she is not asking for a blinking neon sign. She is asking for a very soft lit light so that everyone can see her business and it will attract people when they are down there.

Mr. Boyle: Thank you. Yes?

Ms. Bastrokof: Plus the gray color of the building. With Ohio weather, its really going to look together... like the sky. Gray sky, gray building, something has to stand out.

Ms. Susel: At some point, you can close public comment. We do have other cases. Point of order.

Mr. Boyle: I appreciate that but we are moving on from the sign. Would there be a Certificate of Appropriateness that we could...

Mr. Koogle: Can we still have Board comments?

Mr. Boyle: Sure. Board Comments.

Mr. Koogle: I appreciate all of the comments that have been made and to the issue of well let's just let this happen. What this Board over the years has protected and helped create is a quaint downtown. When there are lots of people who have come before the Board over many years and has said can I do this, we said no and they weren't happy about it, but if we had just said oh well, it's just another one of these, it's just another one of these, it's just... and then we would have lost what you say you come downtown for and other people say they come downtown for. That's what we are trying to protect here and that's our charge.

Ms. Yoder: but I also want to be able to find the businesses that I do come downtown for and that's important that I look for signs.

Mr. Boyle: Bridget?

Ms. Tipton: What are your typical hours of operation that you anticipate?

Ms. Landis: So the business actually has three arms to it. It's a co-working space during the day. It has an arm where it's a ghost kitchen, a recording studio, it has some rental abilities within the space and a retail space on the first floor and then it turns into an event space on the weekend.

Ms. Susel: To clarify, a land use through a Certificate of Occupancy has not been issued yet so these are conceptual that she's working on, but we have actually not actually gotten a final on what the actual occupancy use will be.

Ms. Landis: I'm not open. There is no hours.

Ms. Susel: You can anticipate what hours you might have operations, however, based on her proposed uses.

Mr. Boyle: Yes?

Ms. Bastrokof: Well I just want to comment on what you said earlier. What also people come to downtown for is different businesses. And like for me, I am Qwench Juice, but the business next to me closed. Business after that closed. The t-shirt shop is going to work but people do not like to see closed businesses.

Mr. Boyle: We completely understand but that's not what we are here for today.

Ms. Bastrokof: but she is in a bad place she going to do all kind of businesses and perhaps for weddings [inaudible] so lots of people can find the event place to get to.

Mr. Boyle: Bridget, did you finish your comment?

Ms. Tipton: No. Based on the amount of attention on this, I do have a concern that should we permit this one that there will be 25 new internally lit signs. The problem with that is that it is... How do we get not to be allowed?

Ms. Yoder: Can I make quick a comment?

Mr. Boyle & Mr. Koogle: No.

Ms. Susel: It was not prohibited from the Zoning Code so a recommendation to amend the Zoning Code would need to go to the Planning Commission, they would vote on that recommendation, and then it would go to Council. Just like any amendment to the Zoning Code. So ARB can make a recommendation to the Planning Commission, it will be scheduled for the public hearing process regardless of their recommendation either for or against. Either version still has to go to Council for final review and amendment of the Zoning Code.

Mr. Boyle: We have been the only ones that have habitually not approved internal signs in the downtown area.

Ms. Tipton: And I appreciate the aesthetic purposes for doing that. I think that the wood... this isn't a case for this but the wood signs that are lit with cute lights... it's like it is all just much more attractive, so I generally agree with the approach, it's just very difficult.

Ms. Susel: I think it might be helpful to clarify for the record too that there are different standards for signs. So some of the larger examples that have been referenced such as those for College Town Kent, the Ametek, the Smithers, those have been approved through a Comprehensive Sign Package that does not go through the Architectural Review Board but rather the entire signs for all tenant spaces, which would include yours and all surrounding... was decided by the developer of the building and presented to the Planning Commission.

Mr. Boyle: No it was presented here.

Ms. Susel: Yes, but it is still voted on as a recommendation.

Mr. Boyle: And we recommended to the Planning Commission.

Ms. Susel: It is a part of the entire building. Those were not selected as individual businesses. So regardless of which tenant is in those spaces, the signage determination on a comprehensive sign package is always going to be the same based on what the developer presented and had approved.

Ms. Tipton: I have one more question. So the sign on the front and the back are different sizes?

Ms. Landis: Yes they are. It's under the requirement of the square feet.

Mr. Boyle: Which one is larger?

Ms. Susel: The back?

Ms. Landis: Nope. The front is larger because the back is a limited space. I will say I was very thoughtful about this. It wasn't like I'm coming to you to ask for something that isn't appropriate or thoughtful in this case. I have a number of challenges in the front. There's only two other businesses on this block and they are not very well attended businesses. So nobody really goes down College Street to say the least and this light you won't... light is so light. I wish you could see this at night. It barely lights it up but it goes through the trees.

Mr. Boyle: Bridget?

Ms. Tipton: Two more comments. One is that it seems a little... I feel some concern that the sign was essentially designed to allow a light later like it was always the goal even though we were really really clear the first time about what's expected on College. And then it's also a little bit confusing that the light you're proposing you're advocating for it for visibility but also emphasizing how much light it doesn't emit.

Ms. Landis: The white is what makes it emit...

Mr. Boyle: Bridget can you finish?

Ms. Tipton: Just that those two things together like... I don't know... I feel uncomfortable about the fact that the sign was built to receive a light when we were really clear that it shouldn't and now it would be a very easy, and in your case that's an advantage, that it would be very easy to convert to a lit sign that we were really clear about it the first time.

Ms. Landis: And I was perfectly okay with the light not being in there until I watched it the last month not have any visibility. And even with that light pole, it's a yellow light, it does not reach my sign at all. And that tree, which is 6 months out of the year, covers half of the words. So until the sign got up there you couldn't tell those things. It was not intentional. I've made a sign that was the same in the front and the back was slightly different sizes and it was the most economical affordable sign that goes on a track where it could attach to one secured spot on the building so I don't have 50 holes covering every letter. These are floating letters and they were designed to be like a can; like a letter that would stand out on the building.

Mr. Boyle: And I think they do stand out very nicely.

Ms. Tipton: I'm finished.

Mr. Boyle: Anyone else?

Mr. Koogle: All this discussion about whether the Board has the ability to decide or whether it's written in the code, internally lit or not, and all these things, if we have a new building come to us, this is the same subjective opinion that we have on the design of a building. We can just say we don't like it or we don't like the proportions or we don't like the patterns of the windows and so this is no different than any other design opinion that we have on any project.

Mr. Boyle: Would someone like to offer a Certificate of Appropriateness or... let's see if we don't do anything, it's still... We've already approved it. We already approved the sign and so we would have to offer a new Certificate of Appropriateness to allow the lighting.

Ms. Susel: ... regarding the lighting of the sign, not the sign itself.

Mr. Boyle: ... not the sign itself. The sign is already there. So there would have to be a Certificate of Appropriateness to allow the lighting as presented. And so that is what we would need, or not. Hearing none... Effectively if we have no additional Certificate of Appropriateness we are standing by what we did last month or the month before, whenever we did this. Okay.

Ms. Landis: So there's going to be no Certificate of any...?

Mr. Boyle: No you've got a... you're fine. Your sign is up and it's fine the way it is and you're fine.

Ms. Susel: You have a Certificate of Appropriateness for the signs. This is only for the lighting.

Ms. Landis: This is only for the lighting. So is there no motion at all?

Mr. Boyle: No.

Ms. Landis: Okay, so then I need to appeal to City Council.

Mr. Boyle: You can go to City Council to get your.... Yes, that's right.

Ms. Susel: The instructions for the appeal are actually in the code and Heather can email you those tomorrow with regards to what you should put in the appeal request.

Ms. Landis: I appreciate everybody's comments and public opinion.

Mr. Boyle: Thank you for coming.



Kent Police Department

MEMORANDUM

To: Kent City Council
Dave Ruller, City Manager
From: Chief Nicholas Shearer
Date: September 28, 2021
Subject: Brimfield Fire Dispatch

This memorandum is to serve as a request to Kent City Council to offer a presentation about the Kent Police Dispatch Center entering into a contract with the Brimfield Fire Department for the purpose of providing dispatch services to their agency. I have spent time speaking with their personnel and conducting research to present a fair offer for these services. Brimfield Fire Department has been presented with my proposal and are in agreement with the terms.

COMMUNICATIONS SERVICE CONTRACT

THIS AGREEMENT is made this 1st day of May, 2022 by and between the Brimfield Township Trustees, hereinafter called "BRIMFIELD" and the City of Kent, hereinafter called "KENT."

WHEREAS, BRIMFIELD desires to purchase from KENT the services specified below; and

WHEREAS, KENT is willing and able to supply such services;

The Parties hereby agree as follows:

1. KENT shall perform the following services: Provide communications services for the **Brimfield Fire Department** as such as are within our capabilities of the existing equipment of the **Kent Police Department**, including radio and telephone communications between dispatchers, members of the public, and fire personnel; and will maintain logs of requests for service, complaint control numbers, and daily and monthly calls for service activity reports. KENT will record and maintain for thirty (30) days all radio communication on 151.4750 and 158.8950 and call center phone calls related to the **Brimfield Fire Department**.
2. FURTHER, except for equipment listed in addendum #1, KENT will provide, purchase, install and maintain all fixed radio station equipment located at the **Kent Police Department** that is required to transmit and receive on frequencies 151.4750 and 158.8950 MHz within the existing area of coverage. All other external communications equipment and any additional radio equipment installed for the purpose of communicating with the **Brimfield Fire Department** shall be paid for, installed, maintained, repaired and when necessary, removed by BRIMFIELD at its expense. The services provided by KENT will NOT INCLUDE other communications services, maintenance of records and reports except as provided herein, or the monitoring of citizen band radio equipment.
3. Any services, which BRIMFIELD desires in addition to those specified above will be negotiated separately by the parties and BRIMFIELD agrees that any equipment necessary for the performance of the additional services will be purchased, installed and maintained by BRIMFIELD.
4. BRIMFIELD agrees that the users of the communication service as provided by KENT will comply with communications discipline and procedures as prescribed by the **Kent Police Department** and Federal Communications Commission Rules and Regulations. FURTHER, BRIMFIELD agrees that the selection, supervision, scheduling and evaluation of the Kent Police Department communications personnel are the sole right and responsibility of the Kent Police Department.
5. KENT shall be paid for these services in the following manner: \$44,040 per year payable semi-annually on May 1 and November 1.
6. BRIMFIELD or KENT may terminate this agreement at any time by notifying the other party in writing one hundred eighty (180) days in advance of the desired termination date, except either party may terminate the agreement immediately, upon notice, for breach of said agreement. In the event of said termination, BRIMFIELD will pay KENT, in full, for services received since the last payment date.

7. KENT shall be solely responsible for the salaries of the dispatching personnel and reporting and paying all workers compensation, retirement, income taxes, and all other taxes and fringe benefits including medical insurance.
8. BRIMFIELD agrees to INDEMNIFY and HOLD KENT HARMLESS for any and all direct, indirect, special or consequential damages which it may incur or be held liable for as a result of this agreement including, but not limited to claims or actions brought by individuals against KENT, its council, the Kent Police Department, or any of its agents, officers or employees. However, as to any claim which BRIMFIELD must ultimately pay pursuant to this provision, KENT shall have BRIMFIELD's approval before accepting and/or paying any claim made against KENT under this paragraph, except when a final court judgment is in place requiring KENT to pay said claim, said approval not be unreasonably withheld.
9. In addition, BRIMFIELD will indemnify, hold harmless and reimburse all costs for defenses expended by KENT related to the document/record retrieval and release involving Brimfield Fire and EMS matters.
10. All requests for public records relating to this agreement will be released by KENT pursuant to the Ohio Public Records Act and any exceptions provided therein. Nothing in this agreement shall be construed to limit BRIMFIELD's exclusive legal right to prevent, oppose and/or otherwise defend the retrieval and release of said documents/records.
11. The services provided for this agreement shall commence on the _____ and continue through the last day of _____. This agreement is subject to an annual increase for services provided. This contract may be renewed upon mutual consent of both parties.
12. This document and any attachments referenced herein contain the entire agreement between the parties and no addition or amendment hereto shall be binding unless made in writing and executed by the parties.

FOR THE CITY OF KENT

Signature _____ Date _____
Nicholas Shearer
Chief of Police

Approved as to form:

Hope L. Jones
Director of Law
City of Kent, Ohio

FOR BRIMFIELD TOWNSHIP

Signature _____ Date _____
Nic Coia
Chairman
Township Trustee

Signature _____ Date _____
Sue Fields
Township Trustee

Signature _____ Date _____
Michael Kostensky
Township Trustee



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

Date: September 24, 2021

To: Dave Ruller

From: Tom Wilke

Subject: DORA Expansion Application

I have been asked by two businesses to prepare an application to City Council to expand the boundaries of the Downtown Kent DORA to include the parcels they are located on. The two businesses are the soon to be opened Bell Tower Brewing Co. at 310 Park Ave. and Kent Cycle at 115 Lake St.

Enclosed are the application submitted on behalf of the City Manager and the Mayor to be considered by City Council along with the related documents that would be sent to Ohio Division of Liquor Control should Council approve the proposed expansion.

I am respectfully requesting time at the October 6, 2021 Council Committee session to present the DORA expansion application to the members of Council and to request, with emergency, approval of the application.

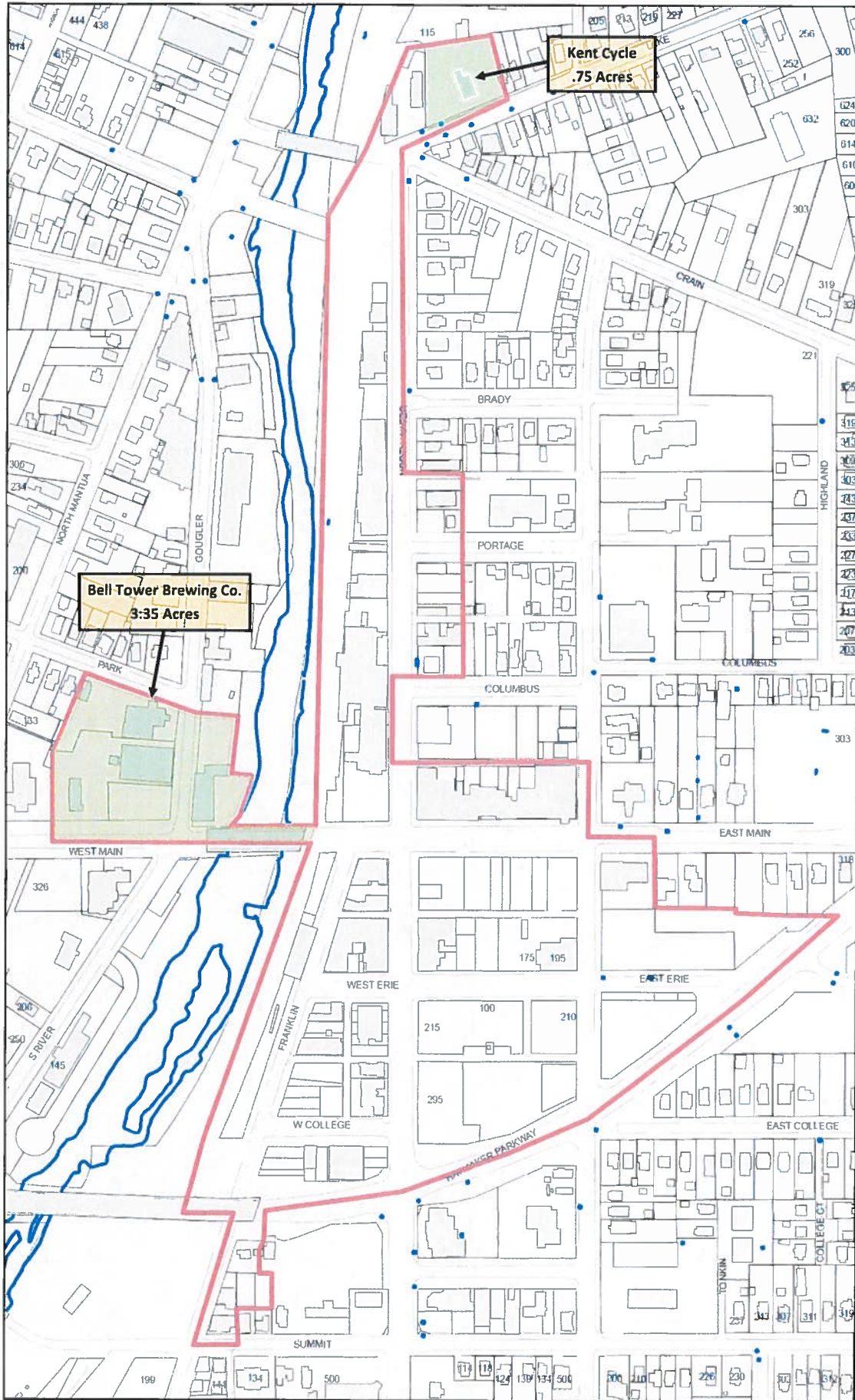
Please let me know if you have any questions concerning the attached materials or if you need any additional information on the DORA application in order to include this item on the agenda.

Thank you.

cc: Bridget Susel, Community Development Director
Hope Jones, Law Director
Amy Wilkens, Clerk of Council
Patti Long, Assistant to the City Manager

Downtown Kent DORA Expansion
Kent City Council – October 6, 2021

- The Bell Tower Brewing Co. and Kent Cycle have approached City staff about expanding the DORA to include their businesses.
- Both businesses are either adjacent to or in close proximity to the existing DORA and have a legitimate business reason for their request.
- When contacting neighboring properties, the owners of West River Place and West River Medical Building requested that their properties also be included.
- Outreach included:
 - Police Chief Shearer
 - Axess Pointe
 - Family and Community Services
 - First Christian Church of Kent
- None responded with any objections
- The combined parcels of the proposed expansion total 4.10 Acres bring the total DORA to 37.35 acres which is still well below the 150 acre limit for a City the size of Kent.
- The expansion would add one liquor permit (Bell Tower) to the DORA bringing the total to 33 liquor permits.
- If the expansion is approved, new exit/enter signs will be posted at all the appropriate locations.
- All other regulations related to Public Health and Safety put in place with the creation of the DORA would remain in effect and be expanded into the new boundaries.



Boundaries of Expanded Downtown Kent DORA

Approximately 37.35 Acres as Certified by the City Development Engineer, Timothy A. Sahr (PE 69264)

110 55 0 110 Feet





CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

September 21, 2020

Melissa M. Smith
Deputy Licensing Director
Ohio Department of Commerce
Division of Liquor Control
6606 Tussing Rd., Reynoldsburg, OH 43068

Dear Ms. Smith,

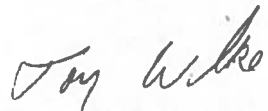
Please find the enclosed documents for the expansion of the Downtown Kent DORA. In addition to the expansion application approved by the Kent City Council on October 20th, I have included proof of notices for the public hearing and a copy of the ordinance approving the application. The expansion of the DORA was largely driven by the requests of two businesses in adjacent areas to be include in the DORA. The key points regarding the expansion and reflected in the application are:

- 4.10 acres was added to the existing DORA bringing the new area to 37.35 acres still well below the 150 acre limit for a city with the population of Kent.
- A new description of the boundaries of the DORA
- A map of the DORA reflecting the expansion.
- The locations of the new exit/enter signs that define the extent of the expansion.
- An updated street boundary listing.
- The nature of the establishments in the expanded DORA remain the same as the original.
- An updated list of liquor permit holders in the DORA including one new permit bringing the total to 33 total permits.
- An updated land use and zoning map.
- All other regulations regarding public health and safety will remain the same and be expanded into the new areas of the DORA.

The new liquor permit included in the DORA is for the recently opened Bell Tower Brewing Co. LLC dba Bell Tower Brewing Co. located at 310 Park Ave, Kent, OH 44240. Their liquor permit is #0585080 and will need to be reissued with the DORA endorsement.

Please let me know if you need hard copies of these documents mailed to you and I will send them immediately. Also, please let me know if you have any questions or if you need anything else and thank you for your help in this process.

Sincerely,

A handwritten signature in cursive script that reads "Tom Wilke".

Tom Wilke
Economic Development Director

APPLICATION TO THE CITY OF KENT CITY COUNCIL

- for the expansion of the –

**DOWNTOWN KENT DESIGNATED OUTDOOR
REFRESHMENT AREA (DORA)**



The Mayor and City Manager respectfully submit the following application to the Kent City Council to approve and enact the expansion of the Downtown Kent Designated Outdoor Refreshment Area, in accordance with O.R.C. 4301.82.

Mayor Jerry Fiala

City Manager Dave Ruller

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I. INTRODUCTION AND SUBMITTAL OF APPLICATION

Section 4301.82 of the Ohio Revised Code (ORC) authorizes, effective April 30, 2015 and subsequently amended, municipalities under 35,000 in population to create a Designated Outdoor Refreshment Area or "DORA" up to 150 acres. In order to consider creation of a DORA, the Executive Officer of the City of Kent must file an application with the Kent City Council (City Council), which meets certain statutory requirements. The application filing must be advertised for two consecutive weeks in a newspaper of general circulation. Not earlier than 30 days, but not later than 60 days, after the initial publication of the notice, the City Council may approve or disapprove of the application by ordinance or resolution.

Main Street Kent expressed general support for the concept and indicated by its discussion a desire for this application to be prepared as the next step in considering the expansion of the DORA.

In summary, this application would provide the following:

- A. The DORA would ease or make more accessible outdoor dining in front of liquor permit holding establishments. It would allow such establishments to serve alcoholic beverages in a plastic cup pursuant to the law within a designated area during certain hours. Creation of the DORA would relieve these establishments of current requirements for fencing around a dining area. Signage, sanitation and safety requirements would be established by permits issued by the City.
- B. The Kent DORA would provide the ability for individuals to walk within the DORA boundaries with an alcoholic beverage purchased from a liquor permit holding establishment during permitted hours. This authority would be limited, initially, to the hours of 12:00PM to 11:00PM Sunday through Saturday.

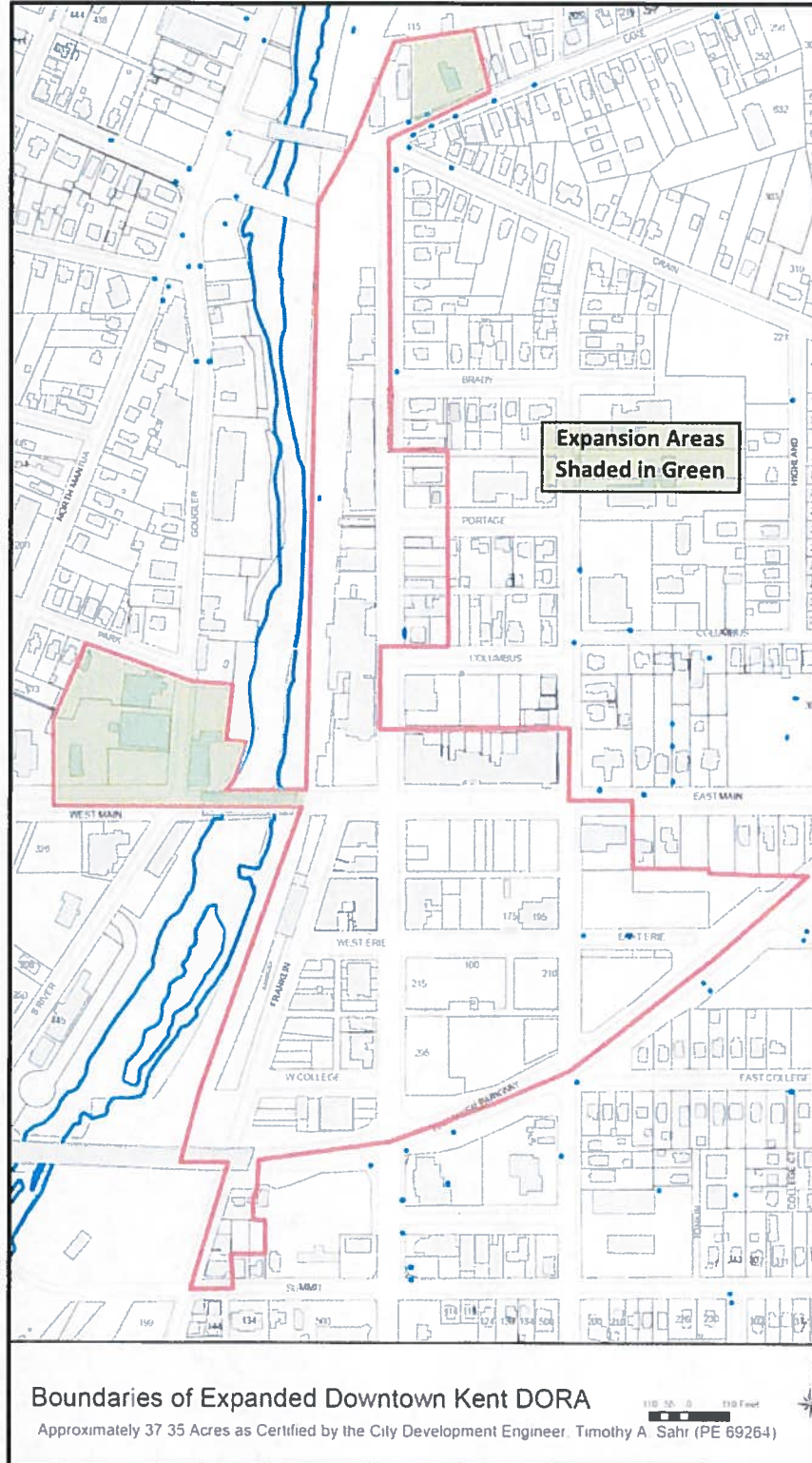
II. BOUNDARIES

In accordance with O.R.C. 4301.82(B)(1)(b), the boundaries of the DORA are depicted on the following map and described as follows. A list of the street addresses within the DORA are also attached. The City of Kent is a chartered Ohio municipal corporation with a population of 29,962 (2018).

Designated Outdoor Refreshment Area (DORA)

The proposed boundary is outlined in a solid red line and commences at the intersection of N. Water St. at Lake/Crain to S. Water St. at Haymaker Pkwy.; Lake St. from the N. Water St. to east property line of 155 E. Lake St.; W. Main St. from west property line of 319 W. Main St. to E. Main St. at DePeyster St.; Gougler Ave. from W. Main St. to Park Ave.; Park Ave. from Gougler Ave. to the west property line of 310 Park Ave.; Franklin Ave. from W. Main to Summit St.

The area includes all sidewalks within or abutting the boundary lines. The boundary would include all alleys and streets not listed as having establishments located on them. It includes approximately 37.35 acres as calculated by the City Development Engineer, Timothy A. Sahr (PE 69264).



Signage Defining Boundaries of DORA

The City will supply Entrance/Exit signs to the DORA at the six major access points of:

Crain Ave. and N. Water St.
 Lake St. at the east property line of 155 Lake St.
 E. Main St. and Depeyster St.
 Erie St. and Haymaker Parkway
 Depeyster St. and Haymaker Parkway
 Franklin Ave. and Summit St.
 W. Main St. at the west property line of 319 W. Main St.
 Gougler Ave. and Park Ave.
 Park Ave at the west property line of 310 Park Ave.

City of Kent Street Boundary Listing

**Portage County
City of Kent
Downtown Kent DORA**

Street Name	Range	Even/Odd
Franklin Ave.	123 - 427	Even & Odd
S. Water St.	108 - 265	Even & Odd
N. Water St.	123 - 480	Even & Odd
Crain Ave.	101	Odd
S. Depeyster St	107 - 220	Even & Odd
N. Depeyster St.	121 - 154	Even & Odd
W. College Ave.	108 - 123	Even & Odd
W. Erie St.	163	Odd
E. Erie St.	100 - 201	Even & Odd
E. Main St.	100 - 176	Even & Odd
W. Main St.	106 - 112	Even
W. Main St.	265 - 319	Odd
Park Ave.	310	Even
Lake St.	107 - 115	Odd

III. NATURE OF ESTABLISHMENTS

In accordance with O.R.C. 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are listed below.

The types of establishments located within the DORA are in primarily dining, retail, services or office sectors. Examples include:

Downtown Kent DORA Nature of Establishments

Establishment Name	Address
Retail	
City Bank Antiques	115 S. Water St.
Empire	135 E. Main St.
Handcrafted in Kent	201C E. Erie St.
Kent Natural Foods Co-Op	151 E. Main St.
Last Exit Books	124 E. Main St.
McKay Bricker Framing	141 E. Main St.
Off the Wagon	152 E. Main St.
Popped!	175 E. Erie St.
Rodney Complete Book Shop	144 S. Water St.
Universitees	100 E. Erie St.
Dining and Beverages	
Bent Tree Coffee Roasters	313 N. Water St.
Scribbles Coffee Co.	115 N. Water St.
Tree City Coffee & Pastry	135 E. Erie St.
D.P. Dough	295 S. Water St.
Erie Street Kitchen	163 W. Erie St.
Franklin Square Deli	108 S. Water St.
Grazers	123 N. Water St.
Jimmy John's	313 E. Main St.
Kenko Sushi & Teriyaki	220 S. Depeyster
Over Easy Morning Café	135 E. Erie St.
Bricco	210 S. Depeyster St.
Laziza	195 E. Erie St.
Services	
Hometown Bank	142 N. Water St.
Huntington Bank	101 E. Main St.
Marathon Financial Services	176 E. Main St.
Flashers Cleaners	145 E. Main St.
Jasons' Barber Shop	135 E. Erie St.
RUSH by Dino Palmieri	215 S. Water St
Office	
Davey Resource Group World HQ	295 S. Water St. #300
Smithers-Oasis Co. World HQ	295 S. Water St. #200
Ametek Dynamic Fluid Solutions	100 E. Erie St. #200

IV. QUALIFYING PERMIT HOLDERS

In accordance with O.R.C. 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders.

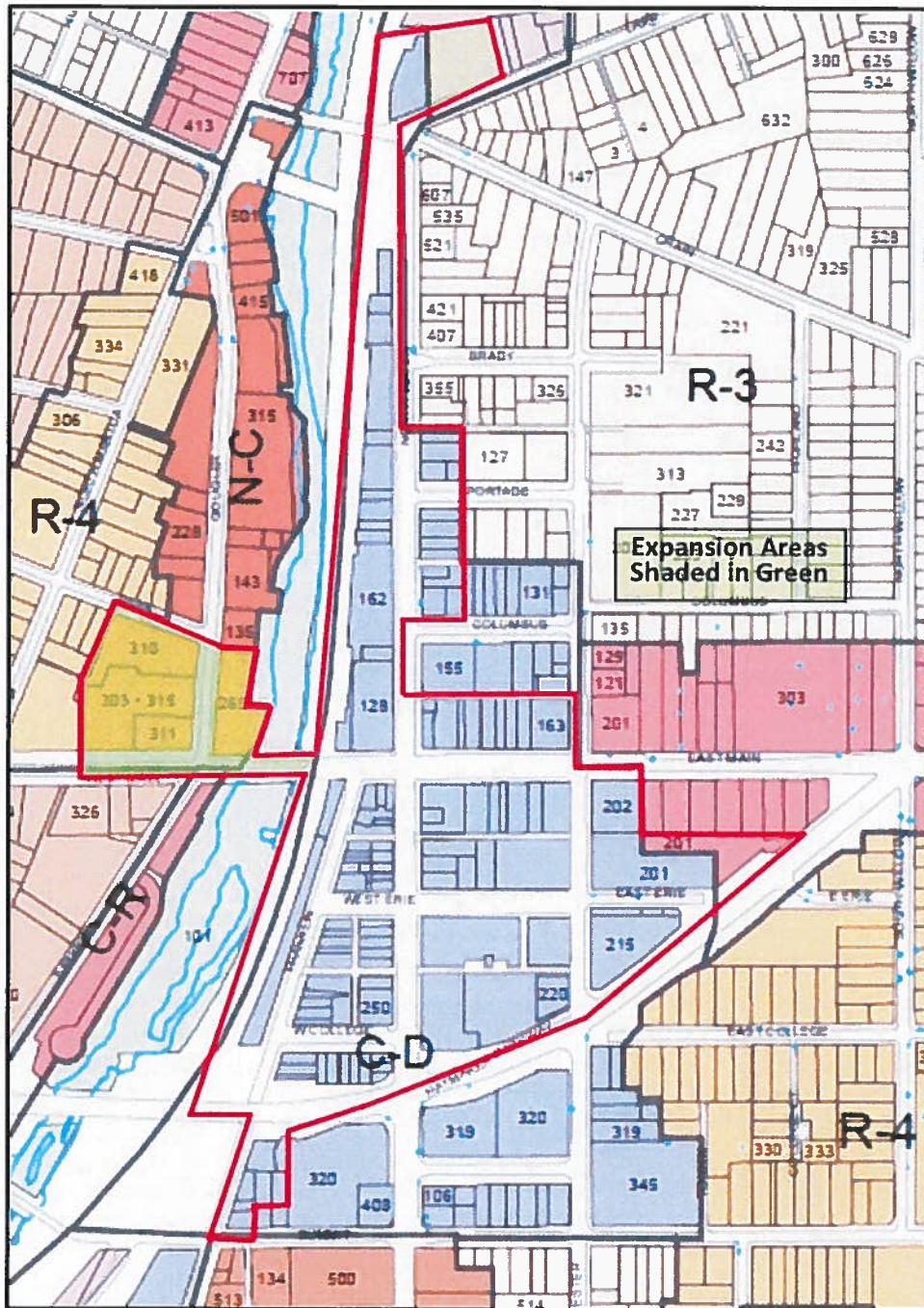
Kent has identified (33) qualified permit holders that will likely be included in the DORA:

City of Kent DORA
Qualifying Liquor Permit Holders

	Business Name	DBA	Address	Permit Type(s)	Permit #
1	Belleria Pizza Kent LLC	Belleria Pizza	135 E. Erie St.	D1, D2, D3	0600425
2	Laziza Restaurant LTD	Laziza	195 E Erie St.	D5I, D6	5072484
3	Tree City Holdings LLC	Tree City Coffee & Pastry	135 E. Erie St. #101	D5	9039058
4	Family Tacos LLC	Fresco Mexican Grill	100 E. Erie St. #112	D5J	2633019
5	Kent Entertainment Group LLC	BarFlyy	100 E. Erie St. #130	D5, D6	4591790
6	Honey Gold Co.	Kent Cheesemonger	155 E. Erie St. #201	D1, D2	3958505
7	175 Main Ltd.	All Folked Up	175 E. Main St	D5	6548375
8	Pacific East Kent	Pacific East	100 - 110 E. Main St.	D1, D2, D3, D3A	6632470
9	Troy Grill LLC	Troy Grill	118 E. Main St.	D1	9071615
10	Twisted Meltz LLC	Twisted Meltz	164 E. Main St. # B & C	D1	9112322
11	Mabam Enterprises Inc.	Buffalo Wild Wings	176 E. Main St. 1st Floor	D2, D2X, D3, D3A, D6	53922700001
12	Kent Underground LLC	Franklin Hotel Bar	176 E. Main St. Bsmt.	D5	4591261
13	Lilybutt LLC	Taco Tontos	123 Franklin Ave.	D1, D2, D3	52166760005
14	Mandalaris Lounge Inc.	Domenicks Restaurant & Lounge	147 Franklin Ave.	D5, D6	5473558
15	KentABC Holdings LLC	Treno Ristorante	152 Franklin Ave.	D5, D6	4591835
16	Venice Café LLC	Venice Café	163 Franklin Ave	D1, D2, D3, D3A, D6	6771988
17	Pub in Kent Inc.	The Pub in Kent	401 Franklin Ave.	D5, D6	7107910
18	Timberland Enterprises Inc.	Rays Place	134 -143 Franklin Ave.	D1, D2, D3, D3A, D6	8933973
19	Paying it Forward LLC	The Local?	154 N. Depeyster St.	D5	68548500005
20	TIK Inc.	Brewhouse Pub & 244 N. Water St.	246 N. Water St.	D1, D3, D3A	8 93083E+11
21	107 South Inc.	Euro Gyro Pub & Pizza	107 S. Depeyster	D5	6548651
22	Bricco Kent LLC	Bricco	210 S. Depeyster	D5I, D6	914287
23	120 South Inc.	Steak-Eez	120 S. Water St.	D1	6547772
24	157 Holdings LLC	157 Lounge	157 S. Water St.	D5	6548710
25	ELDJ LLC	Water St. Tavern	132 - 138 S. Water St.	D5, D6	24704660001
26	Kent Paninis LLC	Kent Paninis	295 S. Water St. #104	D5J, D6	4591461
27	Kent Tacos LLC	Barrio	295 S. Water St. #116	D5J, D6	4581760
28	Kent Canadian Club	Kent Canadian Club	112 W. College Ave.	D4, D6	4590813
29	Hump & Hustle Brewing Co. LLC	North Water Brewing Company	101 Crain Ave.	A1A, A1C	4074739
30	Bell Tower Brewing Company LLC	Bell Tower Brewing Company	301 Park Ave.	A1C	585080
31	Zephyr Café Ltd.	Zephyr Café	106 W. Main St.	D1, D2, D3, D3A, D6	99181210005
32	Zephyr Café Ltd.	Bar 3 Third Fl Bar Room	106 W. Main St.	D2, D3, D3A, D6	9 91812E+11
33	Wolf Patterson LLC	The Loft	112 W. Main St.	D1, D2, D3, D3A, D6	9735474

V. LAND USE & ZONING

In accordance with O.R.C. 4301.82(B)(4), the uses of land within the current and future DORA is zoned C-D (Commercial Downtown) and N-C (Neighborhood Commercial) and is in accord with Kent's master zoning plan:



VI. PUBLIC HEALTH & SAFETY

In accordance with O.R.C. 4301.82(B)(5), the proposed requirements for the purpose of ensuring public health and safety within the DORA shall include:

Ensuring Compliance with Minor Liquor Laws:

As consumers purchase their first drink on a given day at a qualified permit holder within the DORA, they will be required to provide proof of age for themselves and anyone they are purchasing an alcoholic beverage for. The qualified permit holder will provide wrist bands for each person and ensure they are placed on their wrists prior to leaving their establishment. The wristbands must be worn until leaving the DORA for the day. The presence of the wristbands will assist the Kent Safety Forces in determining that no minors are carrying or consuming alcoholic beverages.

Outdoor Trash and Litter Control:

City of Kent Central Maintenance staff would augment as needed the commercial trash collection contracted by the city. Additional permanent trash cans would be installed in addition to cardboard bins used to collect the recyclable DORA cups. Staffing levels, trash cans and recyclable bins would be monitored and adjusted as needed. Plastic recyclable containers shall be used for all DORA activities.

Outdoor Dining in Right of Way:

Qualifying permit holders that desire to sell alcoholic beverages as part of providing an outdoor dining area in the City of Kent's right of way (adjacent to the establishment), must obtain a right of way permit and meet the requirements of the Codified Ordinances for right of way use, and the DORA. These policies will require the qualifying permit holder to submit a sanitation plan, and the physical layout of the tables, chairs and other facilities to among other things comply with ADA requirements. It is anticipated that bussing of tables will be required and/or adequate trash cans be in place. Additionally, the permit review will ensure that there are adequate pedestrian passageways and that ingress/egress for emergency services is adequate. Failure to comply with the requirements of the permit can result in revocation.

Special Events:

The City of Kent requires that each special event using City property receive a permit from the City. As is the City's practice, each event will be reviewed as required in the Codified Ordinances of the City of Kent. Permit requirements may differ between events depending on their size, layout, use of right of way, and program. However, each event will be reviewed to ensure that adequate sanitation, signage and public safety requirements are established. The

necessity for portable bathrooms, handicap accessibility, pedestrian mobility, police, fire and emergency medical ingress and egress, crowd control, DORA boundary management and trash management (dumpsters, cans, pick-up, etc.) will be addressed. Event organizers may be required to pay for special duty officers or overtime for public service or safety workers if necessary, to ensure adequate health, public and safety requirements. If the special event includes the sale of alcoholic beverages, the event organizers can request that the City suspend the DORA for the duration of the special event.

City of Kent DORA Safety Plan:

The Safety Plan will help maintain public safety within the DORA, and designate the number of personnel needed to execute the Safety Plan. This will be accomplished in the following manner.

Current Public Safety personnel are adequate to maintain public safety within the DORA district. The City of Kent Police Department (KPD) currently has multiple overlapping shifts which will enable it to maintain public safety within the DORA to include the downtown core business district and main street business district. KPD has flexibility when deploying resources and has years of experience dealing with all of the downtown events such as the Heritage Festival, Wizardly World, Art & Wine Festival, Oktoberfest and other individual bar events which draw large crowds throughout the year.

Staffing for the DORA would consist of:

1. Utilizing the current scheduled overlapping shifts of Kent Safety Forces giving them the ability to actively patrol the DORA and have a visible presence in the assigned area.
2. During pre-planned or known special events that will increase the activity in the DORA area the KPD will seek organizations involved with the events to help supplement the manning needed to effectively police the DORA area. KPD will seek payment from such organizations for extra duty officer(s) as needed. The officer(s) primary responsibility would be the downtown core business district where the DORA is located.
3. All supervisors or OIC's (Officer's in Charge) have the flexibility to call in additional staffing for emergency situations or if large crowds start to get out of control.

Beginning with the commencement of the DORA and continuing for a period of three (3) consecutive months, the City Manager of the City of Kent and the Chief of Police of the City of Kent shall meet monthly to review the Safety Plan herein. The purpose of this meeting will be to determine whether updates, modifications or supplementation may be advisable or required, and in said event, such

changes shall be presented to Council for consideration and implementation. At the end of the three month pilot phase, City Council will have the option to continue or discontinue the DORA.

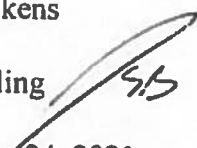
Amendments and Possible Revocation:

City staff, business leaders and elected officials would regularly meet to discuss the impacts of the DORA and recommend potential changes to council including hours and days of operation up to and including the possible revocation of the DORA if its negatives are considered to outweigh its benefits or if it is no longer considered to be an economic benefit to the City. City Council will have the final say in enacting any changes to the DORA.

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling 

DATE: September 24, 2021

RE: Gougler & River Street Improvement Study - Grant Request

The Service Department is requesting City Council's consideration and approval to submit for a Highway Safety Program (HSP) grant to improve River and Gougler Streets. A safety study was recently completed to determine the cause of crashes on River and Gougler Streets. The study was completed in response to speeding and pedestrian safety concerns from property owners and because both River and Gougler Streets are typically included on AMATS high crash locations report. The latest crash report (2017-2019) from AMATS indicates the following:

- River Street - #1 crash location in Kent and #7 in AMATS Region
- Gougler Ave - #7 crash location in Kent and #54 in AMATS Region
- Gougler Ave/Park Ave Intersection - #12 in Kent and #342 in AMATS Region

The current HSP Grant request is for planning, environmental and design funds in Fiscal Year 2023. The request is for \$230,843 in HSP funds which requires a local match of \$25,649.

A copy of the Safety Application Summary is included for reference.

C: Melanie Baker
Jon Giaquinto
Patti Long



**POR-S. River St/Gouglar Ave
Kent, Portage County, Ohio
September 2021**

SAFETY APPLICATION SUMMARY

PROBLEM STATEMENT

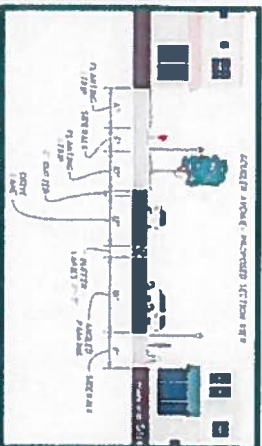
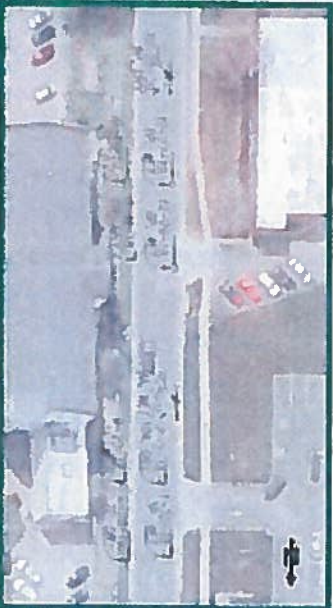
- One-way Streets
- Access to riverfront recreational facilities
- Higher vehicular speeds
- On-street parking on Gouglar; needed on S. River
- Angle & Sideswipe Crashes related to improper turns
- Transitional area between residential neighborhoods and Downtown
- High volume of pedestrians
- Roadway Sections AMATS #7 & #54, Kent #1 & #7

PROJECT FUNDING

Project Phase	Safety Study	Interchange Mod. Study	PE - Environmental	PE - Detailed Design	Right of Way / Utilities	Construction	Total
Project Phase Categories	2021		2021	2021	2021	N/A	
• Previous Safety			\$173,132.00	\$57,711.00		\$1,622,421.00	\$1,853,264.00
• New Safety			\$19,237.00	\$6,412.00	\$15,000.00	\$460,741.00	\$550,309.00
• Sponsor Funding	\$48,919.00					\$68,000.00	\$68,000.00
• Urban Planning Program							\$0.00
• AMATS (STRB)						\$68,000.00	\$68,000.00
• AMATS (TASA)						\$382,912.00	\$442,912.00
Total	\$48,919.00	\$0.00	\$192,369.00	\$64,123.00	\$75,000.00	\$2,534,074.00	\$2,914,485.00

Additional Funding Detail
The City intends to apply for funding through AMATS during their next round of STRB or TASA funding, anticipated in summer 2021 for FY2026 construction. Urban planning funds have been programmed through ODOT for concrete repairs on Gouglar Ave.

S. RIVER STREET/GOUGLER AVENUE CORRIDOR - CRASH PATTERNS



PROJECT DESCRIPTION

- Reduce to a single travel lane
- Construct curb extensions with high-visibility crosswalks
- Reconfigure on-street parking on Gouglar Avenue
- Provide on-street parking on S. River Street
- Provide 8-foot sidewalk
- Install pedestrian-level lighting & streetscape elements
- Replace signal at W. Main Street intersection
- Encourage slower speeds
- Improve bike & pedestrian access to Downtown and trails

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Amy Wilkens

FROM: Jim Bowling *JB*

DATE: September 15, 2021

RE: 257 North Water Street - License Agreement

The Service Department is requesting Council time to review and approve a request from 257 North Water, Ltd. to install an outdoor patio at 257 North Water Street. The patio is to be constructed in conjunction with the development of the existing building at 257 North Water Street. The location of the patio is in the right-of-way of North Water Street and Portage Street. The recent improvements on North Water Street were designed to accommodate the proposed use. Therefore, the proposed patio does not have a significant negative impact in the right-of-way.

Attached is a copy of the proposed License Agreement.

C: Melanie Baker
Jon Giaquinto
Tim Sahr
Tom Wilke
Bob Nitzsche

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and 257 North Water, Ltd., hereinafter called the "Licensee."

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

Exhibit "A" – Patio Plan
Exhibit "B" – Proposed Patio License Area

The parties hereto covenant and agree as follows:

1. NATURE OF INTEREST:

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

2. USE:

2.1 The Property shall be used for the purpose of: installing and
operating an outdoor patio with fencing

and for no other purpose.

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

3. TERM:

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on _____, 2021, and ending on _____, 2022 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 14.

4. NECESSARY LICENSES AND PERMITS:

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

All correspondence to the City shall be addressed:

Service Director
City of Kent
930 Overholt Road
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

257 North Water, Ltd.
c/o Gary T. Gardnerr
8880 Topaz Terrace
Streetsboro, OH 44241

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

5. STORAGE AND VENDING:

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

6. TAXES:

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

7. DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:

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

8. CITY USE OF PROPERTY:

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

9. MAINTENANCE OF PROPERTY:

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

10. MAINTENANCE OF IMPROVEMENTS:

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

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

11. HOLD HARMLESS:

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

12. INSURANCE:

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

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

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

13. MODIFICATION:

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

14. REVOCAION AND TERMINATION:

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

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

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

15. RELOCATION

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

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

LICENSEE(S): 257 North Water, Ltd., an Ohio limited liability company


Signature: Patrick Madonio, authorized Member, Signature _____

c/o Gary T. Gardner, 8880 Topaz Terrace, Streetsboro, OH 44241
Mailing Address _____

Patrick Madonio (330) 958-8847
Telephone _____

Date

9/14/21

CITY OF KENT, OHIO

Director of Public Service _____

Date _____

APPROVED AS TO FORM

Flope Jones, Law Director
City of Kent

EXHIBIT "A"
PATIO PLAN

Proposed Patio License Area
1786 square feet

Situated in the City of Kent, Portage County, Ohio and known as being part of land conveyed to 257 North Water Ltd. by deed recorded in Instrument Number 201413415 of the Portage County Records and mre fully described as follows:

Commencing at the intersection of the easterly right of way line of North Water Street (80 foot right of way) and the southerly right of way line of Portage Street (80 foot right of way) and the **TRUE PLACE OF BEGINNING** for the **License Area** herein described;

1) Thence **S. 03°06'36"W., 21.56 feet** along the easterly right of way line of said North Water Street;

2) Thence **N. 86°53'24"W., 11.00 feet**;

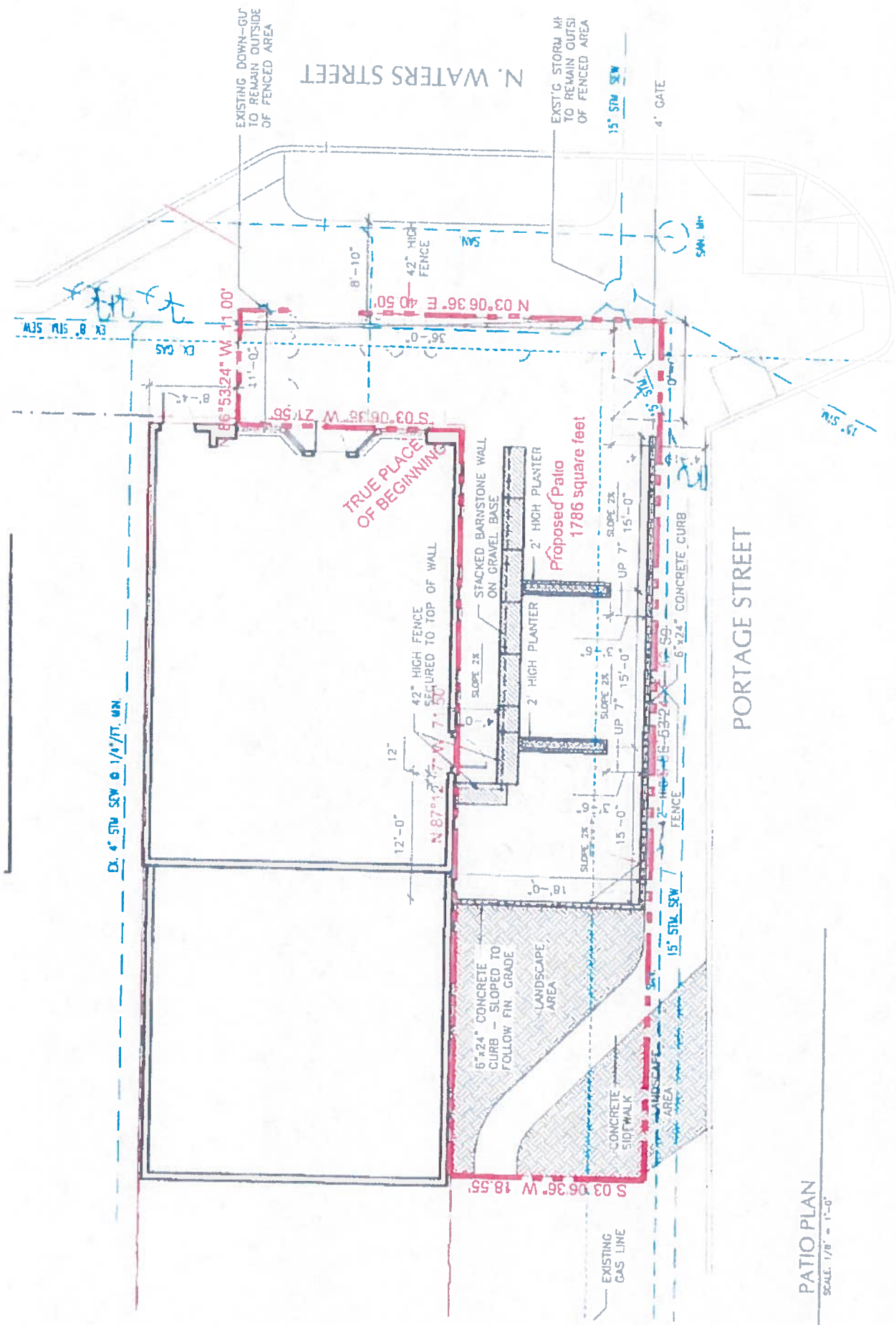
3) Thence **N. 03°06'36"E., 40.50 feet**;

4) Thence **S. 86°53'24"E., 82.50 feet**;

5) Thence **S. 03°06'36"W., 18.55 feet** to the southerly right of way line of said Portage Street;

6) Thence **N. 87°12'17"W., 71.50 feet** along the southerly right of way line of said Portage Street to the **TRUE PLACE OF BEGINNING** and containing 1786 square feet of land as determined by Jeffrey A. Cordi (Ohio Professional Surveyor Number 8270) in August of 2021.

EXHIBIT "B"
PROPOSED PATIO LICENSE AREA



D. 4" STW SEW @ 1/4" FT. MIN

PORTAGE STREET

N. WATERS STREET

PATIO PLAN
SCALE: 1/8" = 1'-0"



LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: Dave Ruller, City Manager
From: Hope L. Jones, Law Director
Date: September 23, 2021
Re: Agreements with KSU

Mr. Ruller,

I am requesting Committee time on October 6, 2021 to discuss the renewed easement with the State of Ohio for the water Tower on KSU property.

The City has an easement with the State for the use of its property for our water tower. The term of the agreements will be a 5-year term with 3 options to renew. The agreements call for a 10% increase in the rent and easement each new term. The proposed increase would take the City's monthly payment from \$8,192.45/year to \$9,011.69

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of _____, 2021, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of Kent State University (hereinafter referred to as "Agency"), and The City of Kent, an Ohio political subdivision, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 301 South Depeyster Street, Kent, Ohio 44240, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 3180-A on file with the State; and

WHEREAS, Grantee desires to obtain from State a non-exclusive easement with right of ingress and egress which shall be subordinate to the easement granted in DAS File No. 3180 and any subsequent easement governing the underlying state-owned land, in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain radio telecommunications array with platform affixed atop a water tower owned by Grantee, which is referenced in State of Ohio Easement file No. 3180 and will be further referenced in a separate lease agreement between Grantee and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (NCW) dated November 1, 2018 hereafter referred to as "Lease"; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee with right of ingress and egress to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a radio telecommunications array with platform affixed atop a water tower owned by the Grantee as referenced in the aforementioned State of Ohio Easement File No. 3180 (hereinafter referred to as "Improvement"). Said Improvement shall be installed, operated, maintained and used by NCW pursuant to the Lease. On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for five (5) years, concurrent with the term of the Lease between the Grantee and NCW or its successors, commencing on November 1, 2021 (hereinafter referred to as "Commencement Date"), and expiring on October 31, 2026 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof. This agreement shall not exceed the term of State of Ohio Easement File No. 3180 or any subsequent easement to govern the underlying state-owned land.

The grantee shall be entitled to three (3) five (5) year renewals of this easement upon the same terms and conditions set forth herein except to term and number of renewals provided Grantee:

- A. Concurrently renews its lease agreement with NCW or its successor.
- B. Is in good standing with State.
- C. Has complied with all the terms and conditions of this easement.
- D. State of Ohio Easement File No. 3180 or subsequent easement is still in effect.

III. CONSIDERATION.

During the term of this Agreement, Grantee shall pay Forty Thousand Nine Hundred Sixty-Two and 24/100 Dollars (\$40,962.24) in equal monthly installments of Six Hundred Eighty-Two and 70/100 Dollars (\$682.70) or 20% of the gross Lease income received from the lease between the Grantee and NCW, whichever is greater, in advance continuing during the term of the Lease, to Agency in consideration of State's granting an easement. Grantee shall tender the first payment due hereunder, payable to "Treasurer, State of Ohio", on or before the Commencement Date of this Agreement and thereafter on or before the 1st day of the month. Any payment due hereunder shall be paid by Grantee without notice or demand, and without set-off, counterclaim, reduction, abatement, deduction or defense whatsoever. Commencing November 1, 2026, and each extension term thereafter the consideration shall increase by ten percent (10%) over the consideration paid during the previous term. State shall be entitled to the same proportional share of any future increases in rent to Grantee by any party. The renewal payment schedule shall read as follows:

<u>Extension Term</u>	<u>Five Year Total</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
11/1/26 to 10/31/31	\$45,058.46	\$9,011.69	\$750.97
11/1/31 to 10/31/36	\$49,564.31	\$9,912.86	\$826.07
11/1/36 to 10/31/41	\$54,520.74	\$10,904.15	\$908.68

IV. CONSTRUCTION/MAINTENANCE.

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.

- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.
- (H) No improvements, other than the mounting of the radio telecommunications antenna array by NCW as set forth in the Lease, and the antennas permitted to be installed by Grantee and the State therein, may be performed on this easement without the written approval of the State as to the aesthetics, which approval shall be in the sole discretion of the State.

V. LIABILITY.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence. CGL insurance shall

cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense. The defense cost shall be outside of the policy limits. Grantee shall include the State and Agency as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Grantee. Grantee waives all rights against the State for damages to the extent there is coverage afforded by Grantee's insurance maintained pursuant to this Agreement. Grantee shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to State as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co.

Grantee shall, for each policy required by this Agreement provide State with thirty (30) days' prior written notice of cancellation, or non-renewal, except a ten (10) day notice for non-payment of premium. Any failure to comply with this reporting provision may constitute a default of this Agreement. State reserves the right to approve or reject levels of self-insured retention, captive insurance, or any other alternative risk-financing program. By requiring insurance herein, State does not represent that the coverage and limits will be adequate to protect Grantee and such coverage and limits do not represent or serve as a limitation on Grantee's liability under the indemnities granted to State under this Agreement.

VII. MECHANIC'S LIENS.

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.

- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.
- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have

been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

- (a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

- (b) with respect to Agency, addressed to:
Kent State University
Executive Offices, 2nd Floor Library
P.O. Box 5190
Kent, Ohio 44242-0001
Attention: Associate Vice President Real Estate

and,

- (c) with respect to Grantee, addressed to:
City of Kent
301 South Depeyster Street
Kent, Ohio 44240
Attention: City Manager

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

Intentionally Left Blank

The terms of the within State of Ohio Easement are accepted and agreed to by Kent State University.

By: _____
Mark M. Polatajko, Senior Vice President
Finance and Administration

Date: _____

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO

By: _____
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 2021, before me personally appeared _____ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires: _____

GRANTEE
City of Kent
an Ohio Political Subdivision

By: _____
Dave Ruller
City Manager

ACKNOWLEDGMENT

State of Ohio, Portage County, ss:

On this _____ day of _____, 2021, before me personally appeared Dave Ruller, City Manager, of the City of Kent, an Ohio political subdivision, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the City of Kent and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the city.

Notary Public, State of Ohio
My Commission Expires _____

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Exhibit "A"

LEGAL DESCRIPTION

Beginning at a point in the center line of Summit Street, which is South 47°38' East a distance of 310.50 feet from an iron pipe in the North line of said Lot #13, said iron pipe also being an angle point in said center line of said Summit Street;

Thence along a line which bears North 43°01' East, distance of 30.00 feet to a point at the Northwest corner of land conveyed by deed dated September 27, 1937 from Julia A. Sawyer to the State of Ohio and being recorded in Volume 362, Page 329, Portage County Record of Deeds, said tract referred to hereinafter as the "Sawyer Tract";

Thence along the Northwesterly line of said Sawyer Tract North 43°01' East a distance of 210.03 feet to a point;

Thence by a line which bears North 48°17' West a distance of 75.45 feet to a point;

Thence by a line which bears North 48°53' East a distance of 80.62 feet to a point;

Thence by a line which bears South 48°17' East a distance of 67.21 feet to a point at the Northeasterly projection of said Northwesterly line of said Sawyer Tract;

Thence along said Northeasterly projection of said Northwesterly line of the said Sawyer Tract South 43°01' West a distance of 80.01 feet to the place of beginning, and containing 0.131 of an acre of land.

Thence along said Northeasterly projection of said Northwesterly line of the said Sawyer Tract South 43°01' West a distance of 80.01 feet to the place of beginning, and containing 0.131 of an acre of land; and



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: September 27, 2021
Re: FY2021 Appropriation Amendments, Transfers, and Advances

The following appropriation amendments for the October Council Committee Agenda are hereby requested:

Fund 001 – General

Increase	\$	30,000	Community Development / Other (O&M) – Add'l funding for the Kent Design Overlay District (part of Zoning Code) update per B. Susel 9/23/2021 memo.
Increase		15,000	Engineering / Personnel & Benefits – Add'l funding to cover salaries, benefits, retirement costs per B. Huff 9/17/2021 memo.
Increase		25,000	Health Dept / Personnel & Benefits – Add'l funding to cover salaries, benefits, retirement costs per B. Huff 9/17/2021 memo.
Increase		8,000	City Council / Other (O&M) – Add'l funding to cover the cost of the codified ordinance updates per A. Wilkens 8/26/2021 memo.
Increase		25,000	Health Dept / Other (O&M) – Add'l funding to cover the cost of Mosquito Grant per J. Seidel 8/31/2021 memo.
Increase		21,165	Health Dept / Other (O&M) – Add'l funding to cover the cost of the C21 Vaccine Equity Grant from PCCGHD per J. Seidel 8/13/2021 memo.

Fund 106 – Parks & Recreation

Increase	\$	12,600	Parks & Rec / K-6 Child Care / Other (O&M) – Add'l funding to cover the costs of the Ohio Child Care Resource and Referral Assoc. Grant per A. Manley 8/12/2021 memo.
Increase	\$	3,300	Parks & Rec / Parks & Rec / Other (O&M) – Add'l funding to cover the costs of the Ohio Child Care Resource and Referral Assoc. Grant per A. Manley 8/12/2021 memo.

Continued

Fund 128 – Fire & EMS

Increase	\$ 100,000	Public Safety/Fire Services/ Personnel & Benefits – Add'l funding to cover salaries, benefits, retirement costs per B. Huff 9/17/2021 memo.
Increase	91,825	Public Safety/Fire Services/ Capital – Add'l funding to cover the purchase of 5 Lifepak Heart Monitors/Defibrillator's per B. Meyers 9/10/2021 memo.
Increase	12,186	Public Safety/Fire Services/ Other (O&M) – Add'l funding to cover the Fire Prevention Grant per B. Myers 9/24/2021 memo.
Increase	3,600	Public Safety/Fire – Technical Rescue/ Other (O&M) – Add'l funding to cover the Fire Prevention Grant per B. Myers 9/24/2021 memo.

Fund 201 – Water

Increase	\$ 2,000	Water / Personnel & Benefits – Add'l funding to cover salaries, benefits, retirement costs per B. Huff 9/17/2021 memo.
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Fund 202 – Sewer

Increase	\$ 2,000	Sewer / Personnel & Benefits – Add'l funding to cover salaries, benefits, retirement costs per B. Huff 9/17/2021 memo.
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Fund 208 – Storm Water

Increase	\$ 9,000	Storm Water / Personnel & Benefits – Add'l funding to cover salaries, benefits, retirement costs per B. Huff 9/17/2021 memo.
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Fund 301 – Capital

Increase	\$ 380,000	Capital / Safety – Capital Facilities – Add'l funding to cover the purchase of dispatch consoles (moving appropriations from 2022 to 2021) per N. Shearer 9/9/2021 memo.
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CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: September 23, 2021

TO: Rhonda Hall, Budget & Finance Director

FROM: Bridget Susel, Community Development Director *B.S.*

RE: Appropriations Request: RFQ for Design Guidelines, Zoning Code

The Community Development Department will be issuing a Request for Qualifications (RFQ) to identify qualified consulting firms and select one to lead the update and revision of the "Appendix A: Design Guidelines for the Kent Design Overlay District," that is part of City of Kent Zoning Code.

The cost for the needed work is expected to not exceed \$30,000.00.

I am respectfully requesting the appropriation of \$30,000.00 to the Community Development Department Professional Services line (001.04.540.401.7340) to allow for the issuance of the RFQ and the subsequent execution of an agreement with the selected consultant in order to have work begin by the end of 2021.

Please let me know if you need any additional information in order to process this request.

Thank you.



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE

To: Rhonda Hall, CPA Director of Budget and Finance

From: Brian Huff, CPA, Controller

Date: September 17, 2021

Re: Appropriation Amendments Needed

An amendment to appropriations is needed in the following accounts due to various retirement payouts, to provide for unused vacation, sick, and other leave balances, and to pay the one month standard of additional compensation for full-timers with more than 15 years of service to the City. We are asking for \$15,000 in 001-05-570-711-7001 (Engineering), \$25,000 in 001-02-520-201-7001 (Health), \$100,000 in 128-01-510-108-7001, \$2,000 to 201-04-550-402-7001, \$2,000 to 202-04-550-402-7001, and \$9,000 to 208-04-550-402-7001.

Thanks for your attention to this matter.

A handwritten signature in black ink, appearing to read 'Brian Huff', is written over a light blue horizontal line.

Brian Huff, Controller



CITY OF KENT

CLERK OF COUNCIL ■ 301 S. DEPEYSTER STREET ■ KENT, OHIO 44240 ■ 330-678-8007

DATE: August 26, 2021
TO: Rhonda Hall, Budget & Finance Director
FROM: Amy Wilkens, Clerk of Council
RE: Appropriation Request: Ordinance Code Update including Zoning Code Changes

The City Council Office is responsible for the yearly update to the Codified Ordinance Code through American Legal Publishing. This year's update included the new Zoning Code, quite a few new State Law changes and our local legislation and resulted in a larger than usual invoice.

I am respectfully requesting an additional \$8,000 be appropriated to the City Council's Professional Services line (001-08-570-701-7340) for codified ordinance services.

Please let me know if you need any additional information in order to include this with your appropriations request submitted for consideration by Council at the October 6, 2021 Committee meeting.

Thank you,

Amy Wilkens

CC: Mayor Fiala

Brian Huff, Controller



KENT CITY HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

HEALTH DEPARTMENT APPROPRIATIONS REQUEST

To: Rhonda Hall, Budget & Finance Director

From: Joan Seidel, Health Commissioner

Date: August 31, 2021

RE: Appropriations Amendment Request

The Health Department respectfully requests appropriations from the FY21 Mosquito Grant, totaling \$25,000.00 (Receipt# 197447, Deposit # 5282021) be allocated in the following manner:

\$10,000.00 to Accounts for Professional Services line 00-02-520-201.7340

\$15,000.00 to Accounts for Operating Materials line 00-02-520-201.7420

Thank you,

Joan Seidel MA, BSN, RN, FAPIC, CIC
Health Commissioner



KENT CITY HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

HEALTH DEPARTMENT APPROPRIATIONS REQUEST

To: Rhonda Hall, Budget & Finance Director
From: Joan Seidel, Health Commissioner
Date: August 13, 2021
RE: Grant Appropriations

Kent City Health Department has received reimbursement from Portage County Combined General Health District for the C21 Vaccine Equity Grant. I would like to respectfully request the amount of \$21,165.00 be distributed in the following manner:

\$13,000.00 to Account Professional Services, line 001-02-520.201.7340

\$3000.00 to Account Communications, Line 001-02-520-201.7320

\$3000.00 to Account Maintenance of Equipment. & Facilities,
Line 001-02-520-201.7350

\$2165.00 to Account Operating Materials, Line 001-02-520-201.7420

Sincerely,

Joan Seidel MA, BSN, RN, FAPIC, CIC
Health Commissioner

memo

CITY OF KENT PARKS AND RECREATION DEPARTMENT

To: Rhonda Hall, Budget & Finance Director
From: Angela Manley, Parks & Recreation Director
Date: August 12, 2021
Re: Appropriations Amendment Request - Parks & Recreation Pandemic Grants

We would like to request an appropriation of the Ohio Department of Job & Family Services pandemic support grants, issued by Ohio Child Care Resource and Referral Association (OCCRRA), to the following line items in the 2021 Budget:

Account Line	Amount
106 530 303 7420	\$12,600.00
106 530 301 7420	\$3,300.00



City Of Kent Fire Department

William Myers
Fire Chief

To: Rhonda Hall, Budget and Finance Director

From: Chief William Myers

Date: September 10, 2021

Reference: Capital Purchase

Stryker Medical who manufactures the Lifepak Heart Monitor/Defibrillator's that the Kent Fire Department uses has offered 5 new units for 50% off. These monitors provide lifesaving information for our paramedics (1 for each med-unit and 1 for our heavy rescue total of 5). Instead of paying \$183,650 they are currently \$91,825 this price is only good until September 30th. These heart monitors not only detect problems they can administer electricity to save someone's life. Our current units are over 10 years old and the manufacturer has advised our department that some of the components are no longer being made. We are asking the full amount of \$91,825 to cover the cost of five units be placed in line 128-01-510-108-7680

Thank you for your consideration for this important purchase that will benefit our community.



City Of Kent Fire Department

William Myers
Fire Chief

To: Rhonda Hall, Budget and Finance Director
From: William Myers
CC: Brian Huff, Controller
file
Date: September 24, 2021
Re: Fire Prevention Grant

I am requesting appropriation of funds to accept a grant through the Department of Homeland Security Fiscal Year 2020 Fire Prevention and Safety in the amount of \$21,516.19 in Federal funding. As a condition of the grant our department is required to contribute 5% of the Federal funds awarded or \$1,075.81 for a total of \$22,592.00 over two years (\$15,786 for 2021 and \$6,806 for 2022).

For 2021, we are requesting \$3,600.00 in supplies to be placed in 128-01-510-108-7420 Operating Materials, and \$12,186.00 placed in 128-01-510-108-7390 Miscellaneous Contractual. The additional appropriations will be requested next year (2022) in its second and final year. Thank you.

Kent Police Department

MEMORANDUM

To: Rhonda Hall
From: Chief Nicholas Shearer
Date: September 9, 2021
Subject: Budget Amendment for Dispatch Consoles

This memorandum is to serve as a request for a budget amendment to purchase dispatch consoles. In the 2022 capital improvement plan, we have \$500,000 budgeted to purchase new dispatch consoles. In working with Motorola, we have received a budgetary estimate for dispatch consoles in the amount of \$376,972 with the requirement that we move forward with the project in 2021. The proposal includes a one year zero interest loan in effect deterring any payment until 2022 when the money to pay for the project is already budgeted. This budgetary estimate is approximately \$100,000 less than the previous budgetary estimate that we received.



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE

TO: Dave Ruller, City Manager
FROM: Rhonda C. Hall, CPA, Director of Budget and Finance
DATE: September 27, 2021
SUBJECT: Non-School TIF's

I am respectfully requesting City Council Committee agenda time at the October 6, 2021 meeting for the purpose of presenting the three Non-School Tax Increment Financing's (TIF's) for the following developments:

<u>Project</u>	<u>Zoning</u>	<u>30 Year Total Est. TIF Collection*</u>
Davey Tree Expansion	Enterprise Zone	\$ 1,425,000
Hasawi's Project	CRA	660,000
Duncan Donuts	N/A	235,000

Each TIF will be for a period not to exceed 30 years from the time of approval. The Davey Tree Expansion TIF is within the Enterprise Zone whereby Davey Tree has a 75% tax abatement for 10 years. The TIF will be on the remaining 25% for years 1 through 10 and then 100% for the remaining 20 years.

Hasawi's Project is within the City's CRA (Community Reinvestment Act area). The CRA is for a period of 10 years so this TIF will take affect year 11 through year 30.

Duncan Donuts TIF will begin in year one.

Should you desire any additional detail concerning this request, please do not hesitate to let me know and I will be happy to provide whatever I can.

Thank you in advance for your time and consideration in this matter.

*The collections are based on the valuations that are self-reported by the developers but then finalized by the County Auditor – this is just an estimate based on these self-reported valuations.



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE

TO: Dave Ruller, City Manager
FROM: Rhonda C. Hall, CPA, Director of Budget and Finance
DATE: September 27, 2021
SUBJECT: City Hall Bond Issue

I am respectfully requesting City Council Committee agenda time at the October 6, 2021 meeting for the purpose of presenting an Ordinance for the Issuance of City Hall Bonds for the amount not to exceed \$9,350,000. Once the bids have been received, opened, and the appropriate winning bid determined, we will have a better idea of the bond issue amount. The estimated interest rate for the bond issue, at this point in time, is 1.87% - this rate may differ on the day of the sale.

Should you desire any additional detail concerning this request, please do not hesitate to let me know and I will be happy to provide whatever I can.

Thank you in advance for your time and consideration in this matter.



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: September 27, 2021
Re: Public Funds Depositories Resolution/Ordinance

I am respectfully requesting City Council Finance Committee agenda time at the October 6, 2021 meeting seeking their authorizations of a resolution establishing approved depositories of public funds for the City of Kent.

The City is required by Ohio Revised Code, Chapter 135 - Uniform Depository Act, Section 135.12 (B) to designate the public depositories of the public monies every five years.

The resolution needed will authorize initiation of the process by estimating the amount of active and inactive deposits to be awarded for deposit and fixing the period of designation and date of awarding. This notice will then be publicly advertised in at least two area newspapers and will provide direction for interested financial institutions to submit bid applications for servicing such deposits. For the five-year period from December 17, 2021 to December 16, 2026 we estimate the aggregate amount of public funds on deposit at any one time to be:

Active Deposits:	\$20 million
Interim Deposits:	\$35 million
Inactive Deposits:	\$35 million

The ordinance needed will authorize designation of depositories for the City of Kent pursuant to the public notice and the acceptability of responses received by the stated deadline and further authorizes the Director of Budget and Finance to deposit such funds accordingly. Due to the ORC requiring the new designation ordinance be approved by Council, I am respectfully requesting authorization of the ordinance to be placed on the November 17, 2021 Council Agenda.



KENT CITY HEALTH DEPARTMENT

414 E. MAIN ST., P.O. BOX 5192, KENT, OHIO 44240 (330) 678-8109 FAX (330) 678-2082

HEALTH DEPARTMENT WORKFORCE DEVELOPMENT GRANT

The Centers for Disease Control and Prevention has provided money to all health departments across the nation to build and strengthen their workforce. Each department was awarded an amount based on two criteria, a base rate and then a population adjusted portion. The grant is to be used in two ways. First to educate and grow current employees professionally and second to hire new employees. The first part of the grant runs 96 weeks and then is to be renewed for an additional three years. At the end of the approximate 5 years grant cycle it will be up to the health department to determine a means to keep the new hire/s in an ongoing way. Many health departments as well as healthcare research centers employ staff under grants in this fashion. The grant can start to be spent beginning September 1, 2021.

Total award for the Kent City Health Department grant is \$180,000.00 for the first 96 weeks.

I am respectfully requesting permission to receive and use this funding to enrich our current staff as well as hire additional employees.

Joan Seidel MA, BSN, RN, FAPIC, CIC
Health Commissioner



CITY OF KENT, OHIO
DEPARTMENT OF BUDGET AND FINANCE
Rhonda C. Hall, CPA, Director

To: Dave Ruller, City Manager
From: Rhonda C. Hall, CPA, Director of Budget and Finance
Date: September 27, 2021
Re: Public Funds Depositories Extension

I am respectfully requesting Special Meeting City Council agenda time at the October 6, 2021 meeting seeking their authorization of extending our current depository agreements from September 16, 2021 to December 16, 2021.

The City is required by Ohio Revised Code, Chapter 135 - Uniform Depository Act, Section 135.12 (B) to designate the public depositories of the public monies every five years. That process is about to begin for the 2021 through 2026 five-year period.

**City of Kent
Income Tax Division**

**August 31, 2021
Income Tax Receipts Comparison - (Excluding 0.25% Police Facility Receipts)**

Monthly Cash Basis Receipts

Total receipts for the month of August, 2021	\$ 1,099,319
Total receipts for the month of August, 2020	\$ 1,380,013 *
Total receipts for the month of August, 2019	\$ 1,048,472 *

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 August 31, 2021	\$ 9,892,466	71.80%
Total receipts January 1 through August 31, 2020	\$ 9,910,818 *	66.76%
Total receipts January 1 through August 31, 2019	\$ 10,180,727 *	70.70%

Year-to-date Receipts Through August 31, 2021 - Budget vs. Actual

Year	<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>
2021	\$ 13,777,778	\$ 13,777,778	\$ 9,892,466	71.80%	28.20%

Comparisons of Total Annual Receipts for Previous Ten Years

Year	<u>Total Cash Basis Receipts*</u>	<u>Change From Prior Year</u>	
2011	\$ 10,780,581	3.58%	* - Changed from accrual basis of accounting to a cash basis of accounting for RITA Income Tax in December, 2020. All years have been restated to be on a cash basis for RITA receipts to make this report comparable from year to year.
2012	11,559,304	7.22%	
2013	12,794,029	10.68%	
2014	12,733,226	-0.48%	
2015	14,579,500	14.50%	
2016	14,192,888	-2.65%	
2017	14,525,574	2.34%	
2018	14,297,948	-1.57%	
2019	14,855,372	3.90%	
2020	14,592,066	-1.77%	

Submitted by



, Director of Budget and Finance

2021 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
(Excluding 0.25% Police Facility Receipts)
as of Month Ended August 31, 2021

Monthly Cash Basis Receipts				Comparisons	
Month	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 1,402,207	\$ 1,279,211	\$ 1,050,773	\$ (228,439)	-17.86%
February	1,159,799	1,308,836	1,274,642	(34,194)	-2.61%
March	1,146,696	1,203,180	969,852	(233,328)	-19.39%
April	1,107,509	1,188,622	1,165,005	(23,617)	-1.99%
May	1,677,389	1,322,143	1,500,712	178,569	13.51%
June	1,276,454	1,055,625	1,483,710	428,085	40.55%
July	1,362,201	1,173,187	1,348,453	175,267	14.94%
August	1,048,472	1,380,013	1,099,319	(280,694)	-20.34%
September	1,130,140	1,288,708	-		
October	1,257,232	1,101,184	-		
November	1,166,684	1,126,648	-		
December	1,120,588	1,164,709	-		
Totals	\$ 14,855,372	\$ 14,592,066	\$ 9,892,466	\$ (18,352)	

Year-to-Date Receipts				Comparisons	
Month	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 1,402,207	\$ 1,279,211	\$ 1,050,773	\$ (228,439)	-17.86%
February	2,562,006	2,588,047	2,325,415	(262,632)	-10.15%
March	3,708,702	3,791,228	3,295,267	(495,961)	-13.08%
April	4,816,211	4,979,850	4,460,272	(519,578)	-10.43%
May	6,493,600	6,301,993	5,960,984	(341,009)	-5.41%
June	7,770,054	7,357,618	7,444,694	87,076	1.18%
July	9,132,255	8,530,805	8,793,147	262,342	3.08%
August	10,180,727	9,910,818	9,892,466	(18,352)	-0.19%
September	11,310,868	11,199,525			
October	12,568,100	12,300,709			
November	13,734,784	13,427,357			
December	14,855,372	14,592,066			
Totals	\$ 14,855,372	\$ 14,592,066			

2021 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)
as of Month Ended August 31, 2021

Monthly Receipts				Comparisons	
Month	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 430,635	\$ 449,516	\$ 423,565	\$ (25,951)	-5.77%
February	432,014	453,874	356,633	(97,241)	-21.42%
March	402,640	443,892	389,676	(54,216)	-12.21%
April	429,558	443,272	426,355	(16,918)	-3.82%
May	463,202	437,024	391,324	(45,700)	-10.46%
June	426,381	422,147	380,512	(41,635)	-9.86%
July	421,604	393,430	389,573	(3,857)	-0.98%
August	400,817	524,200	426,169	(98,030)	-18.70%
September	427,274	356,301	-		
October	424,492	404,529	-		
November	444,039	420,605	-		
December	447,737	410,545	-		
Totals	\$ 5,150,394	\$ 5,159,334	\$ 3,183,806	\$ (383,549)	

Year-to-Date Receipts				Comparisons	
Month	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 430,635	\$ 449,516	\$ 423,565	\$ (25,951)	-5.77%
February	862,649	903,390	780,198	(123,192)	-13.64%
March	1,265,289	1,347,282	1,169,874	(177,408)	-13.17%
April	1,694,847	1,790,555	1,596,229	(194,326)	-10.85%
May	2,158,050	2,227,579	1,987,553	(240,026)	-10.78%
June	2,584,431	2,649,726	2,368,064	(281,661)	-10.63%
July	3,006,035	3,043,155	2,757,637	(285,518)	-9.38%
August	3,406,852	3,567,355	3,183,806	(383,549)	-10.75%
September	3,834,126	3,923,656			
October	4,258,618	4,328,185			
November	4,702,657	4,748,789			
December	5,150,394	5,159,334			
Totals	\$ 5,150,394	\$ 5,159,334			

2021 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
(Excluding 0.25% Police Facility Receipts)

Comparisons of Total Annual Receipts for Previous Ten Years
Restated

Year	Total Cash Basis Receipts	Percent Change
2011	\$ 4,257,939	1.37%
2012	4,373,568	2.72%
2013	4,585,623	4.85%
2014	4,707,945	2.67%
2015	4,910,519	4.30%
2016	5,042,140	2.68%
2017	5,137,920	1.90%
2018	5,167,455	0.57%
2019	5,150,394	-0.33%
2020	5,159,334	0.17%

2021 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
Police Facility Dedicated Income Tax Receipts - 1/9 of Total (0.25%)
as of Month Ended August 31, 2021

Monthly Receipts				Comparisons	
Month	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 175,276	\$ 159,901	\$ 131,347	\$ (28,555)	-17.86%
February	144,975	163,604	159,330	(4,274)	-2.61%
March	143,337	150,398	121,232	(29,166)	-19.39%
April	138,439	148,578	145,626	(2,952)	-1.99%
May	209,674	165,268	187,589	22,321	13.51%
June	159,557	131,953	185,464	53,511	40.55%
July	170,275	146,648	168,557	21,908	14.94%
August	131,059	172,502	137,415	(35,087)	-20.34%
September	141,268	161,088	-		
October	157,154	137,648	-		
November	145,836	140,831	-		
December	140,073	145,589	-		
Totals	\$ 1,856,921	\$ 1,824,008	\$ 1,236,558	\$ (2,294)	

Year-to-Date Receipts				Comparisons	
Month	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 175,276	\$ 159,901	\$ 131,347	\$ (28,555)	-17.86%
February	320,251	323,506	290,677	(32,829)	-10.15%
March	463,588	473,903	411,908	(61,995)	-13.08%
April	602,026	622,481	557,534	(64,947)	-10.43%
May	811,700	787,749	745,123	(42,626)	-5.41%
June	971,257	919,702	930,587	10,884	1.18%
July	1,141,532	1,066,351	1,099,143	32,793	3.08%
August	1,272,591	1,238,852	1,236,558	(2,294)	-0.19%
September	1,413,858	1,399,941			
October	1,571,012	1,537,589			
November	1,716,848	1,678,420			
December	1,856,921	1,824,008			
Totals	\$ 1,856,921	\$ 1,824,008			

2021 CITY OF KENT, OHIO
Comparison of Total Income Tax Receipts - Including Police Facility Receipts
as of Month Ended August 31, 2021

Month	Monthly Receipts			Comparisons	
	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 1,577,483	\$ 1,439,113	\$ 1,182,119	\$ (256,994)	-17.86%
February	1,304,774	1,472,440	1,433,972	(38,468)	-2.61%
March	1,290,033	1,353,578	1,091,084	(262,494)	-19.39%
April	1,245,947	1,337,200	1,310,631	(26,569)	-1.99%
May	1,887,063	1,487,411	1,688,301	200,890	13.51%
June	1,436,011	1,187,578	1,669,174	481,596	40.55%
July	1,532,476	1,319,835	1,517,010	197,175	14.94%
August	1,179,531	1,552,514	1,236,734	(315,781)	-20.34%
September	1,271,408	1,449,796			
October	1,414,386	1,238,832			
November	1,312,520	1,267,479			
December	1,260,661	1,310,298			
Totals	<u>\$ 16,712,293</u>	<u>\$ 16,416,075</u>	<u>\$ 11,129,024</u>	<u>\$ (20,645)</u>	

Month	Year-to-Date Receipts			Comparisons	
	Restated 2019	Restated 2020	2021	Amount	Percent Change
January	\$ 1,577,483	\$ 1,439,113	\$ 1,182,119	\$ (256,994)	-17.86%
February	2,882,257	2,911,553	2,616,092	(295,461)	-10.15%
March	4,172,290	4,265,131	3,707,175	(557,956)	-13.08%
April	5,418,237	5,602,332	5,017,806	(584,525)	-10.43%
May	7,305,300	7,089,743	6,706,107	(383,636)	-5.41%
June	8,741,311	8,277,320	8,375,281	97,960	1.18%
July	10,273,787	9,597,155	9,892,291	295,135	3.08%
August	11,453,318	11,149,670	11,129,024	(20,645)	-0.19%
September	12,724,726	12,599,466			
October	14,139,112	13,838,298			
November	15,451,632	15,105,777			
December	16,712,293	16,416,075			
Totals	<u>\$ 16,712,293</u>	<u>\$ 16,416,075</u>			

City of Kent
RITA Income Tax Analysis by Month compared to the Prior Year
 By Category Collected

Calendar Month	2021 with change from 2020 - Cash Basis											
	Withholding	Change	% Change	Individual	Change	% Change	Net Profit	Change	% Change	Total	Change	% Change
Jan	\$ 1,047,391.21	\$ (163,677.07)	-13.52%	\$ 55,052.81	\$ (10,630.05)	-16.18%	\$ 51,717.42	\$ (83,002.91)	-61.61%	\$ 1,154,161.44	\$ (257,310.03)	-18.23%
Feb	1,179,003.37	(68,297.44)	-5.48%	149,566.82	26,655.25	21.69%	59,884.67	30,358.15	102.82%	1,388,454.86	(11,284.04)	-0.81%
March	1,050,186.96	(152,131.53)	-12.65%	52,430.65	(38,954.46)	-42.63%	(46,111.68)	(77,939.82)	-244.88%	1,056,505.93	(269,025.81)	-20.30%
April	1,036,369.47	(26,012.30)	-2.45%	141,024.52	6,829.65	5.09%	91,095.33	(23,284.13)	-20.36%	1,266,489.32	(42,466.78)	-3.24%
May	1,286,472.74	87,103.22	7.26%	199,007.75	34,980.38	21.33%	174,808.13	93,313.34	114.50%	1,660,288.62	215,396.94	14.91%
June	1,137,541.17	82,531.11	7.82%	276,050.81	191,360.68	225.95%	167,239.97	155,056.99	1272.73%	1,580,831.95	428,948.78	37.24%
July	1,079,334.54	13,683.45	1.28%	267,305.67	160,124.88	149.40%	143,224.55	22,981.59	19.11%	1,489,864.76	196,789.92	15.22%
August	1,077,439.43	36,336.26	3.49%	97,514.29	(187,450.21)	-65.78%	(194,757.11)	(46,066.55)	-100.00%	1,174,953.72	(345,871.06)	-22.74%
Sept		(1,205,738.76)	-100.00%		(91,319.13)	-100.00%		(46,066.55)	-100.00%		(1,343,124.44)	-100.00%
Oct		(944,356.39)	-100.00%		(157,435.13)	-100.00%		(96,592.96)	-100.00%		(1,198,384.48)	-100.00%
Nov		(1,036,698.75)	-100.00%		(101,350.31)	-100.00%		(90,786.25)	-100.00%		(1,228,835.31)	-100.00%
Dec		(1,191,558.94)	-100.00%		(34,110.05)	-100.00%		(37,524.73)	-100.00%		(1,263,193.72)	-100.00%
	\$ 8,893,738.89	\$ (4,568,817.14)	-33.94%	\$ 1,237,953.32	\$ (201,298.50)	-13.99%	\$ 641,858.39	\$ (348,244.39)	-35.17%	\$ 10,773,550.60	\$ (5,118,360.03)	-32.21%
									Check	\$ 10,773,550.60	\$ (5,118,360.03)	

City of Kent
RITA Income Tax Analysis by Month compared to the Prior Year
 By Category Collected

Calendar Month	2020 with change from 2019 - Cash Basis											
	Withholding	Change	% Change	Individual	Change	% Change	Net Profit	Change	% Change	Total	Change	% Change
Jan	\$ 1,211,068.28	\$ 61,920.16	5.39%	\$ 65,682.86	\$ (30,285.40)	-31.56%	\$ 134,720.33	\$ (171,023.91)	-55.94%	\$ 1,411,471.47	\$ (139,389.15)	-8.99%
Feb	1,247,300.81	113,607.97	10.02%	122,911.57	(2,352.13)	-1.88%	29,526.52	25,383.37	612.66%	1,399,738.90	136,638.21	10.82%
March	1,202,318.49	97,118.68	8.79%	91,385.11	(29,665.64)	-24.51%	31,828.14	14,619.89	84.96%	1,325,531.74	82,072.93	6.60%
April	1,062,381.77	24,831.97	2.39%	134,194.87	3,536.23	2.71%	114,379.46	63,075.78	122.95%	1,310,956.10	91,443.98	7.50%
May	1,199,369.52	(77,737.25)	-6.09%	164,027.37	(179,534.62)	-52.26%	81,494.79	(126,996.82)	-60.91%	1,444,891.68	(384,268.69)	-21.01%
June	1,055,010.06	(69,589.03)	-6.19%	84,690.13	(115,029.91)	-57.60%	12,182.98	(49,191.45)	-80.15%	1,151,883.17	(233,810.39)	-16.87%
July	1,065,651.09	(119,927.27)	-10.12%	107,180.79	(87,085.09)	-44.83%	120,242.96	(4,053.57)	-3.26%	1,293,074.84	(211,065.93)	-14.03%
August	1,041,103.17	(1,980.07)	-0.19%	284,964.50	243,566.93	588.36%	194,757.11	129,679.72	199.27%	1,520,824.78	371,266.58	32.30%
Sept	1,205,738.76	72,817.41	6.43%	91,319.13	5,588.31	6.52%	46,066.55	26,991.50	141.50%	1,343,124.44	105,397.22	8.52%
Oct	944,356.39	(153,264.70)	-13.96%	157,435.13	12,335.43	8.50%	96,592.96	(40,809.37)	-29.70%	1,198,384.48	(181,738.64)	-13.17%
Nov	1,036,698.75	(97,714.86)	-8.61%	101,350.31	8,200.62	8.80%	90,786.25	49,354.48	119.12%	1,228,835.31	(40,159.76)	-3.16%
Dec	1,191,558.94	39,831.67	3.46%	34,110.05	5,948.77	21.12%	37,524.73	56,612.41	-296.59%	1,263,193.72	102,392.85	8.82%
	\$ 13,462,556.03	\$ (110,085.32)	-0.81%	\$ 1,439,251.82	\$ (164,776.50)	-10.27%	\$ 990,102.78	\$ (26,357.97)	-2.59%	\$ 15,891,910.63	\$ (301,219.79)	-1.86%
									Check	\$ 15,891,910.63	\$ (301,219.79)	

**KENT POLICE DEPARTMENT
AUGUST 2021**

	AUGUST 2020	AUGUST 2021	TOTAL 2020	TOTAL 2021
CALLS FOR SERVICE	1951	1845	13989	14290
FIRE CALLS	389	445	2765	3123
ARRESTS, TOTAL	191	171	951	1185
JUVENILE ARRESTS	16	5	45	50
O.V.I. ARRESTS	10	15	90	91
TRAFFIC CITATIONS	191	235	1359	1312
PARKING TICKETS	938	1241	5230	7200
ACCIDENT REPORTS				
ACCIDENT REPORTS	44	48	322	315
Property Damage	19	25	165	161
Injury	7	7	55	49
Private Property	11	9	64	55
Hit-Skip	2	6	24	32
OVI Related	4	0	9	14
Pedestrians	1	1	5	4
Fatals	0	0	0	0
U.C.R. STATISTICS				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	0	5	2
Assault Total	19	23	137	152
Serious	1	0	10	7
Simple	18	23	127	145
Burglary	11	7	45	42
Larceny	32	28	232	210
Auto Theft	2	1	10	4
Arson	0	0	1	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	0
TOTAL	64	59	430	410
CRIME CLEARANCES				
Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	0	0	2	17
Assault Total	15	18	114	113
Serious	1	0	7	20
Simple	14	18	107	108
Burglary	5	1	13	14
Larceny	3	5	48	34
Auto Theft	0	0	0	1
Arson	0	0	1	0
Human Trafficking:Servitude	0	0	0	0
Human Trafficking:Sex Acts	0	0	0	23
TOTAL	23	24	178	202