

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into this _____ day of _____, 2017 (the "Effective Date") by and between the CITY OF KENT, Ohio (the "City") and MILLENNIA HOUSING DEVELOPMENT, LTD., an Ohio corporation ("MHD"), or any of their assigns.

W I T N E S S E T H

WHEREAS, a landscape island is being installed in the middle of the new cul-de-sac on Lawrence Court that will be in need of landscaping; and

WHEREAS, the City owns the land; and

WHEREAS, MHD owns a portion of the surrounding land; and

WHEREAS, MHD wishes to furnish and maintain the landscape in the Lawrence Court cul-de-sac island at its expense; and

WHEREAS, the lawn care and landscaping along the entire block should be continuous and consistent; and

WHEREAS, the parties desire to have an area that enhances the City and the space used by MHD's tenants and the general public; and

WHEREAS, the City and MHD wish to define the roles of the parties for the installation and maintenance of landscaping and lawn care in the cul-de-sac landscape island; and

WHEREAS, the City and MHD wish to outline the terms to continue the successful public/private partnership so that the installation and maintenance of landscaping and lawn care is viable and sustainable to the benefit of all.

NOW THEREFORE, for mutual consideration, the receipt of which is hereby acknowledged, the City and MHD express their mutual understanding as follows:

- 1) The area in need of landscaping and lawn care is shown on the map, attached hereto as Exhibit "A" and made a part hereof, consisting of the dirt and grassy areas contained in the Lawrence Court cul-de-sac island.
- 2) The City will be responsible for:
 - a) managing and maintaining the cul-de-sac on Lawrence Court; and

3) MHD will be responsible for:

a) the installation and maintenance of the landscaping and lawn in the described area and the costs for said landscaping and maintenance; and

4) The term of this MOU shall expire fifteen (15) years from the Effective Date. Thereafter, this MOU will automatically renew on an annual basis for a one (1) year period, unless either party notifies the other, in writing, of its intent not to renew, by June 30th of such calendar year.

5) This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

6) This MOU, together with the attached exhibit(s), contains all of the terms and conditions of the agreement between the parties, and any and all prior and contemporaneous oral and written agreements are merged herein.

7) This MOU cannot be changed nor can any provision of this MOU, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing, and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this MOU, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

8) This MOU shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first above written.

CITY OF KENT, OHIO
an Ohio Municipal Corporation

MILLENNIA HOUSING DEVELOPMENT
an Ohio Corporation

By: _____

By: _____

Name: _____


Name: _____

Title: _____

Title: _____

City of Kent Service Director
c/o 930 Overholt Road
Kent, Ohio 44240
330-678-8105

8111 Rockside Road, Suite 200
Valley View, Ohio 44125
216-520-1250

| | | |
|--|--|--|
|  <p>James G. O'Shea Professional Engineer No. 085-078 State of Illinois</p> | <p>DATE: 01-18-2018 DATE: 01-23-18 2018 DATE: 02-27-18 2018 DATE: 03-16-18 2018 DATE: 04-19-18 2018 DATE: 05-16-18 2018 DATE: 06-14-18 2018 DATE: 07-11-18 2018 DATE: 08-08-18 2018 DATE: 09-05-18 2018 DATE: 10-03-18 2018 DATE: 11-01-18 2018 DATE: 12-01-18 2018 DATE: 12-31-18 2018</p> | |
| | <p>PROJECT: Millenia Villages at Franklin Crossing CLIENT: Millenia Housing Development Ltd. ADDRESS: 1184 Lakeside Drive, Suite 600, Oak Brook, IL 60151</p> | |
| | <p>DESIGNED BY: [Name] CHECKED BY: [Name] OVERALL SITE PLAN</p> | |

SITE PLAN GENERAL NOTES:

1. REFER TO ALL NOTES ON THE GENERAL NOTES SHEET FOR A COMPLETE LIST OF NOTES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION SPECIFICATIONS AND ALL APPLICABLE CODES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PUBLIC ROADS AT ALL TIMES.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PRIVATE ROADS AT ALL TIMES.
8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SIDEWALKS AT ALL TIMES.
9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL STAIRS AT ALL TIMES.
11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ELEVATORS AT ALL TIMES.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXITS AT ALL TIMES.
13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ENTRANCES AT ALL TIMES.
14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL WINDOWS AT ALL TIMES.
15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DOORS AT ALL TIMES.
16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ROOFS AT ALL TIMES.
17. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL FOUNDATIONS AT ALL TIMES.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL STRUCTURES AT ALL TIMES.
19. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.
20. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EQUIPMENT AT ALL TIMES.
21. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL MATERIALS AT ALL TIMES.
22. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL TOOLS AT ALL TIMES.
23. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PERSONNEL AT ALL TIMES.
24. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL VISITORS AT ALL TIMES.
25. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL CUSTOMERS AT ALL TIMES.
26. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EMPLOYEES AT ALL TIMES.
27. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL CONTRACTORS AT ALL TIMES.
28. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SUBCONTRACTORS AT ALL TIMES.
29. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL VENDORS AT ALL TIMES.
30. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SUPPLIERS AT ALL TIMES.
31. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DISTRIBUTORS AT ALL TIMES.
32. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL RETAILERS AT ALL TIMES.
33. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL WHOLESALE DEALERS AT ALL TIMES.
34. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL MANUFACTURERS AT ALL TIMES.
35. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL IMPORTERS AT ALL TIMES.
36. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXPORTERS AT ALL TIMES.
37. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL AGENTS AT ALL TIMES.
38. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL BROKERS AT ALL TIMES.
39. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL MANAGERS AT ALL TIMES.
40. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SUPERVISORS AT ALL TIMES.
41. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL OPERATORS AT ALL TIMES.
42. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL MAINTENANCE PERSONNEL AT ALL TIMES.
43. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL CLEANING PERSONNEL AT ALL TIMES.
44. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SECURITY PERSONNEL AT ALL TIMES.
45. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL POLICE PERSONNEL AT ALL TIMES.
46. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL FIRE DEPARTMENT PERSONNEL AT ALL TIMES.
47. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL HEALTH DEPARTMENT PERSONNEL AT ALL TIMES.
48. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ENVIRONMENTAL AGENCY PERSONNEL AT ALL TIMES.
49. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL LABOR UNION PERSONNEL AT ALL TIMES.
50. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL LABOR RELATIONS PERSONNEL AT ALL TIMES.
51. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EMPLOYMENT AGENCY PERSONNEL AT ALL TIMES.
52. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL RECRUITING AGENCY PERSONNEL AT ALL TIMES.
53. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL TRAINING AGENCY PERSONNEL AT ALL TIMES.
54. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EDUCATION AGENCY PERSONNEL AT ALL TIMES.
55. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL RESEARCH AGENCY PERSONNEL AT ALL TIMES.
56. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL CONSULTING AGENCY PERSONNEL AT ALL TIMES.
57. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL INVESTMENT AGENCY PERSONNEL AT ALL TIMES.
58. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL FINANCIAL AGENCY PERSONNEL AT ALL TIMES.
59. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL LEGAL AGENCY PERSONNEL AT ALL TIMES.
60. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ACCOUNTING AGENCY PERSONNEL AT ALL TIMES.
61. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL MARKETING AGENCY PERSONNEL AT ALL TIMES.
62. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PUBLIC RELATIONS AGENCY PERSONNEL AT ALL TIMES.
63. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADVERTISING AGENCY PERSONNEL AT ALL TIMES.
64. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SALES AGENCY PERSONNEL AT ALL TIMES.
65. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DISTRIBUTION AGENCY PERSONNEL AT ALL TIMES.
66. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL LOGISTICS AGENCY PERSONNEL AT ALL TIMES.
67. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SUPPLY AGENCY PERSONNEL AT ALL TIMES.
68. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DEMAND AGENCY PERSONNEL AT ALL TIMES.
69. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL INVENTORY AGENCY PERSONNEL AT ALL TIMES.
70. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ORDER AGENCY PERSONNEL AT ALL TIMES.
71. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DELIVERY AGENCY PERSONNEL AT ALL TIMES.
72. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SUPPORT AGENCY PERSONNEL AT ALL TIMES.
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100. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL OPERATIONAL AGENCY PERSONNEL AT ALL TIMES.

EXTERIOR COLOR SCHEME KEY:

1. EXTERIOR WALLS: [Color]

2. EXTERIOR ROOFS: [Color]

3. EXTERIOR FLOORS: [Color]

4. EXTERIOR CEILING: [Color]

5. EXTERIOR TRIM: [Color]

6. EXTERIOR SIGNAGE: [Color]

7. EXTERIOR LIGHTING: [Color]

8. EXTERIOR PLANTING: [Color]

9. EXTERIOR FURNITURE: [Color]

10. EXTERIOR MATERIALS: [Color]

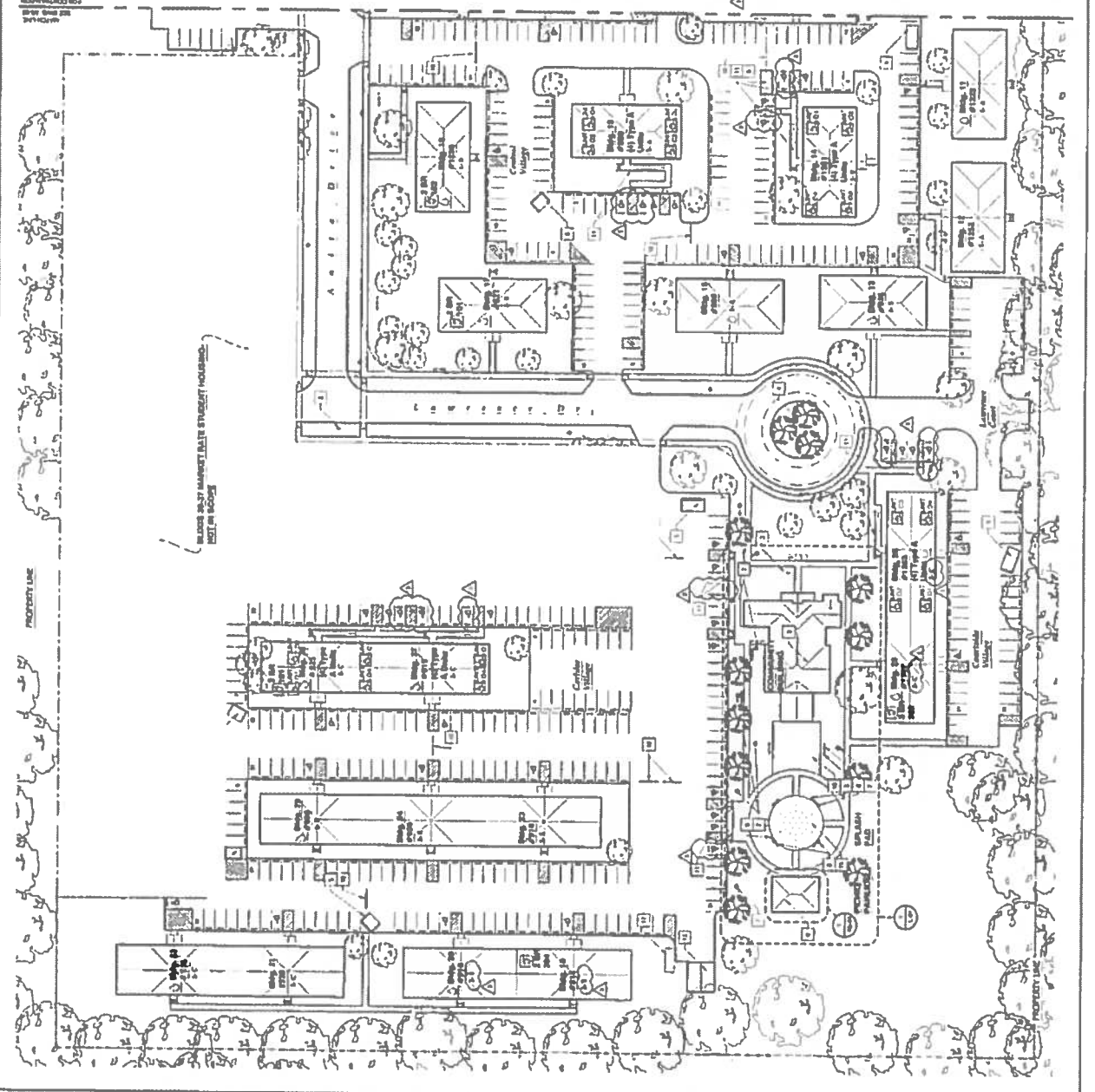


EXHIBIT A



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: December 21, 2017
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Land Bank Community Demolition Assistance Program

The City of Kent has been an active member of the Portage County Land Reutilization Corporation (PCLRC / Land Bank) since its inception in 2012. The Land Bank's primary mission is to "facilitate the conversion of vacant, blighted and tax-delinquent properties into viable uses that can benefit Portage County's various communities." One of the programs that has been established by the PCLRC in furtherance of this mission is the Demolition Assistance Program, which provides funding for the demolition of vacant and blighted residential properties deemed to be nuisance properties by any Portage County community.

The City of Kent has identified two (2) vacant and blighted structures, located at 210 Harris and 249 1/2 Lake Streets, that will qualify for the PCLRC Demolition Assistance Program. Both properties have been identified as unfit for human occupancy and condemned, pursuant to Section 1406.01 (c) of the City's Property Maintenance Code. The owners of both properties have agreed to the demolition of the blighted structures, with the understanding the funding needed to raze the structures will be provided through the Land Bank and each owner will retain the deed for the individual parcels once the demolitions are complete.

I am respectfully requesting time at the January 3, 2018 Committee session to discuss the proposed demolition of the two structures in greater detail with Council and to request authorization, with emergency, for the City to execute the "Nuisance Abatement Agreement" with the Portage County Land Reutilization Corporation to allow for the demolition of the two identified vacant and blighted structures.

Please let me know if you need any other information in order to add this item to the agenda. Thank you.

Cc: Jim Silver, Law Director
Tara Grimm, Clerk of Council
Dan Morganti, Grants & Neighborhood Programs Coordinator
Paul Bauer, Code Enforcement Officer

Attachments

Nuisance Abatement Agreement

This Agreement is entered into this _____, 20____, by the Portage County Land Reutilization Corporation, an Ohio nonprofit corporation (the "Land Bank"), and the City of Kent, Portage County, Ohio ("Kent") (collectively, the "parties").

Whereas, the Land Bank has adopted a Demolition Assistance Program to assist, as applied here, Portage County municipalities in abating insecure, unsafe, or structurally defective structures that they have declared to be a public nuisance by funding and causing such structure(s) to be removed at no cost to the municipality (the "Program");

Whereas, Ohio R.C. 1724.02(J) allows the Land Bank to contract with Kent to provide such nuisance-abatement assistance and Ohio R.C. 715.261(E) allows Kent to contract with the Land Bank as set forth in this Agreement;

Whereas, Kent has declared the structure at 210 Harris Street, Kent, Portage County, Ohio, PPN 17-007-10-00-017-000, as more fully described in Exhibit A, to be a public nuisance and has obtained a settlement agreement from the property owner, Michelle L. Setlock, authorizing the demolition of the structure, a copy of the agreement is attached as Exhibit B; and its legal advisor has opined that Kent, or its agent, has the authority to remove the structure, see opinion attached as Exhibit C;

Whereas, in addition, Kent has declared the structure at 249 1/2 Lake Street, Kent, Portage County, Ohio, PPN 17-031-21-00-045-000, as more fully described in Exhibit D, to be a public nuisance and has obtained a settlement agreement from the property owner, Patrick M. DeGregio (and the neighboring property owner, Amy M. Waples, because the structure encroaches on her property), authorizing the demolition of the structure, a copy of the agreement is attached as Exhibit E; and its legal advisor has opined that Kent, or its agent, has the authority to remove the structure, see opinion attached as Exhibit F;

Whereas, the structure at 210 Harris Street and the structure at 249 1/2 Lake Street are referred to as the "Nuisance Structures" in this Agreement;

Whereas, Kent has applied under the Program because the Nuisance Structures are eligible and subject to removal but it lacks the funds to remove them;

Whereas, by this Agreement, the parties desire to set forth the terms and conditions under which the Land Bank will act as agent for Kent in causing the removal of the Nuisance Structures, at no cost to Kent; and

NOW, THEREFORE, the parties, intending to be legally bound by this Agreement, and for the purposes set forth, do declare and agree as follows:

(1) Agent. Per the terms and conditions of the Program and the additional terms and conditions set forth in this Agreement, Kent appoints the Land Bank as its agent to cause the removal of the Nuisance Structures at no cost to Kent, as follows:

- (a) The Land Bank will fund and cause the removal of the Nuisance Structures by an independent contractor in accordance with all applicable federal, state, and local rules and regulations;
- (b) The Land Bank will cause the site to be reasonably graded and seeded and clean of all debris associated with the removal of the Nuisance Structures;
- (c) The Land Bank will account but not record all costs incurred in performing its services rendered under this Agreement. Notwithstanding Ohio R.C. 715.261, neither Kent nor the Land Bank will assess the removal costs against the properties at 210 Harris Street and 249 1/2 Lake Street per the settlement agreements (Exhibits B and E); and
- (d) The Land Bank will perform its services under this Agreement within a reasonable time, not to exceed 180 days from the date of this Agreement, unless the parties agree otherwise.

(2) Defend. Kent represents that it has complied with the law in declaring the Nuisance Structures to be a public nuisance and has obtained the settlement agreements authorizing the removal of the Nuisance Structures by Kent, or its agent, and thereby agrees to defend and hold harmless the Land Bank, as its agent, and its officers and independent contractors, against all liabilities, claims, or demands for injuries or damages to any person or property arising out of or connected with any actions or inactions of Kent in declaring the Nuisance Structures to be a public nuisance or entering into the settlement agreements. Kent understands and agrees that the Land Bank has relied on this representation and the opinion of its legal counsel in entering into this Agreement.

WHEREFORE, the parties have signed this Agreement in Portage County, Ohio on the date first about written.

Land Bank:

City of Kent:

By _____
 Stacy Brown, Authorized Representative

By _____

Approved as to form:

 Chad Murdock, Attorney for Land Bank

 James Silver, Kent Law Director

Exhibit A

Situated in the City of Kent, County of Portage and State of Ohio: and known as being 80 feet off the west end of lots 87 and 88 in Henry Ainsworth's Addition to the City of Kent, as the same is platted and recorded in Deed Book 88, Page 43, Portage County Records of Plat.

Parcel ID: 17-007-10-00-017-000

Address: 210 Harris Street, Kent, OH 44240

Exhibit B

SETTLEMENT AGREEMENT

This Settlement Agreement is made effective as of the date of execution hereof by the last party to sign by and between the CITY OF KENT, OHIO, 319 S. Water Street, Kent, Ohio and Michelle L. Setlock (hereinafter, "Property Owner"), with a mailing address of 947 Middlebury Road, Kent, OH 44240.

WITNESSETH:

WHEREAS the PROPERTY OWNER owns property at 210 Harris Street, Kent, Ohio 44240 (Parcel # 17-007-10-00-017-000) (hereinafter, "the premises"); AND

WHEREAS the building official for the CITY OF KENT, OHIO has determined that the structure located at the premises is uninhabitable; AND

WHEREAS the CITY OF KENT, OHIO and the PROPERTY OWNER agree that the structure located at the premises constitutes blight as defined in Ohio Revised Code Chapter 1.08; AND

WHEREAS both the CITY OF KENT, OHIO and PROPERTY OWNER desire to take advantage of available grant funding, or programs offered by the Portage County Land Reutilization Corporation (PCLRC), which provides funds for razing blight; AND

WHEREAS the PROPERTY OWNER has had the opportunity to review this matter, including the terms of this Agreement, with legal counsel; AND

THEREFORE, in consideration of the above recitals and covenants and promises hereunder set forth, and for other good and sufficient consideration, the CITY OF KENT, OHIO and PROPERTY OWNER agree to the following:

THAT the CITY OF KENT, OHIO, or its designee, may take all steps necessary to raze the structure at the designated premises, including:

1. Negotiating with any other lien holders on the property to facilitate the razing of the premises; AND
2. Authorizing the CITY OF KENT, OHIO, building official, the PCLRC, or their designee(s), to inspect the property, engage in asbestos mitigation, and any other activity necessary to facilitate razing the premises; AND

FURTHER, the CITY OF KENT, OHIO will attempt to utilize funds from available grant funding, or programs offered and implemented by the Portage County Land Reutilization Corporation, to cover the expenses for razing the structure at the premises; AND

Exhibit B

FURTHER, the CITY OF KENT, OHIO will NOT place a lien on the premises for any expenses incurred relative to the razing of the structure at the premises; AND

FURTHER, the CITY OF KENT, OHIO will not file a legal action filed in the Portage County Common Pleas Court; AND

FURTHER, the PROPERTY OWNER will be required to continue to maintain the property for the duration of their ownership in accordance with all applicable Kent Codified Ordinances (KCO), including KCO 119.05 "Uncut Grass or Weeds".

PROPERTY OWNER
Michelle L. Setlock

BEFORE ME, A Notary Public, personally appeared _____, who acknowledges that he/she did sign the foregoing SETTLEMENT AGREEMENT and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____ County, _____, this _____ day of _____, 2017.

Notary Public

Bridget O. Susel,
Community Development Director
City of Kent

Date

Witness

Exhibit D

Situated in the Township of Franklin (now City of Kent), County of Portage and State of Ohio: and known as being part of Franklin Township Lot 31, bounded and described as follows: Commencing at an iron pipe of the northeast corner of S.C. Leighton's Lot on Marvin Street; Thence North 10.5 feet to the South line of Lot 1 in John Arighi's Allotment; Thence West along the South line of Lot 1; 169.5 feet to the West line of said Lot 1; Thence South 70 feet to a diagonal line of Arighi's land; Thence Northeasterly 180.8 to the place of beginning and supposed to contain .16 of an acre. Intending hereby to convey Lot 1261 in the Arighi addition in the City of Kent, Arighi Allotment Vol. 3, Page 21 of Portage County Records.

Parcel ID: 17-031-21-00-045-000

Address: 249 ½ Lake Street, Kent, OH 44240

Exhibit E

SETTLEMENT AGREEMENT

This Settlement Agreement is made effective as of the date of execution hereof by the last party to sign by and between the CITY OF KENT, OHIO, 319 S. Water Street, Kent, Ohio and Amy M. Waples (hereinafter, "PROPERTY OWNER"), with a mailing address of 551 Valleyview Street, Kent, OH 44240.

WITNESSETH:

WHEREAS the PROPERTY OWNER owns property at 249 Lake Street, Kent, Ohio 44240 (Parcel # 17-031-21-00-066-000); AND

WHEREAS the building official for the CITY OF KENT, OHIO has determined that the structure located at 249 ½ Lake Street, Kent, Ohio 44240 (Parcel # 17-031-21-00-045-000) (hereinafter, "DESIGNATED PROPERTY"), is uninhabitable, constitutes blight and its OWNER and the CITY desires to attempt to utilize funds from available grant funding, or programs offered and implemented by the Portage County Land Reutilization Corporation (PCLRC), which provides funds for razing blight pursuant the Settlement Agreement dated _____; AND

WHEREAS the improvements on the DESIGNATED PROPERTY scheduled to be razed encroach upon the PROPERTY OWNER'S property; AND

WHEREAS the PROPERTY OWNER'S property will be aesthetically enhanced by the razing of the improvements on the DESIGNATED PROPERTY; AND

THEREFORE, in consideration of the above recitals and covenants and promises hereunder set forth, and for other good and sufficient consideration, the CITY OF KENT, OHIO and PROPERTY OWNER agree to the following:

THAT the CITY OF KENT, OHIO, building official, the PCLRC, or their designee(s) will take all steps necessary to raze the structure at the DESIGNATED PROPERTY, including:

1. Removal of the portion of the house that encroaches upon the PROPERTY OWNER'S property; including removal of any utility connections;
2. Necessary restoration of land to existing grade and grass seeding with straw, where applicable.

FURTHER, the PROPERTY OWNER, its successors, heirs, or assigns, will release and forever discharge and hold harmless the City, the PCLRC, and/or its contractors from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may, hereafter, arise from these activities. The PROPERTY OWNER will release and forever discharge from any liability or claim that it may have with respect to bodily injury, personal

injury, illness, death, or property damage that may result from these activities. FURTHER, the Exhibit E

PROPERTY OWNER, agrees to indemnify and to hold harmless the City, the PCLRC, and/or its contractors from any loss, liability, damage, cost, or expense which they may incur as a result of death, injury, or property damage as a result of this agreement.

PROPERTY OWNER
Amy M. Waples

BEFORE ME, A Notary Public, personally appeared _____, who acknowledges that he/she did sign the foregoing SETTLEMENT AGREEMENT and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____ County, _____, this _____ day of _____, 2017.

Notary Public

Bridget O. Susel,
Community Development Director
City of Kent

Date

Witness

Exhibit E

SETTLEMENT AGREEMENT

This Settlement Agreement is made effective as of the date of execution hereof by the last party to sign by and between the CITY OF KENT, OHIO, 319 S. Water Street, Kent, Ohio and Patrick M. Degregio (hereinafter, "Property Owner"), with a mailing address of 1227 E. Main Street, Apt. 2, Kent, OH 44240.

WITNESSETH:

WHEREAS the PROPERTY OWNER owns property at 249 ½ Lake Street, Kent, Ohio 44240 (Parcel # 17-031-21-00-045-000) (hereinafter, "the premises"); AND

WHEREAS the building official for the CITY OF KENT, OHIO has determined that the structure located at the premises is uninhabitable; AND

WHEREAS the CITY OF KENT, OHIO and the PROPERTY OWNER agree that the structure located at the premises constitutes blight as defined in Ohio Revised Code Chapter 1.08; AND

WHEREAS both the CITY OF KENT, OHIO and PROPERTY OWNER desire to take advantage of available grant funding, or programs offered by the Portage County Land Reutilization Corporation (PCLRC), which provides funds for razing blight; AND

WHEREAS the PROPERTY OWNER has had the opportunity to review this matter, including the terms of this Agreement, with legal counsel; AND

THEREFORE, in consideration of the above recitals and covenants and promises hereunder set forth, and for other good and sufficient consideration, the CITY OF KENT, OHIO and PROPERTY OWNER agree to the following:

THAT the CITY OF KENT, OHIO, or its designee, may take all steps necessary to raze the structure at the designated premises, including:

1. Negotiating with any other lien holders on the property to facilitate the razing of the premises; AND
2. Authorizing the CITY OF KENT, OHIO, building official, the PCLRC, or their designee(s), to inspect the property, engage in asbestos mitigation, and any other activity necessary to facilitate razing the premises; AND

FURTHER, the CITY OF KENT, OHIO will attempt to utilize funds from available grant funding, or programs offered and implemented by the Portage County Land Reutilization Corporation, to cover the expenses for razing the structure at the premises; AND

Exhibit E

FURTHER, the CITY OF KENT, OHIO will NOT place a lien on the premises for any expenses incurred relative to the razing of the structure at the premises; AND

FURTHER, the CITY OF KENT, OHIO will not file a legal action filed in the Portage County Common Pleas Court; AND

FURTHER, the PROPERTY OWNER will be required to continue to maintain the property for the duration of their ownership in accordance with all applicable Kent Codified Ordinances (KCO), including KCO 119.05 "Uncut Grass or Weeds".

PROPERTY OWNER
Patrick M. Degregio

BEFORE ME, A Notary Public, personally appeared _____, who acknowledges that he/she did sign the foregoing SETTLEMENT AGREEMENT and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____ County, _____, this _____ day of _____, 2017.

Notary Public

Bridget O. Susel,
Community Development Director
City of Kent

Date

Witness



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT Building Services Division

December 21, 2017

PATRICK M DEGREGIO
1227 E MAIN ST APT 2
KENT OH 44240

Re: Structure Unfit for Human Occupancy: 249 1/2 LAKE ST

Dear Mr. Degregio:

Pursuant to the placard posted on the residential structure located at 249 1/2 LAKE ST on November 13, 2015, the property was designated as "unfit for human occupancy" under Section 1406.01 of the Kent Codified Ordinances:

1406.01 GENERAL.

When a structure or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

c) Structure unfit for human occupancy A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

As the owner of record for this property, please be advised the condition of the structure has remained unchanged and the existing violations will need to be corrected or the property will need to be demolished.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Bauer", with a long, sweeping underline.

Paul Bauer
Code Enforcement Officer

Cc: Jim Silver, Law Director



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT Building Services Division

December 21, 2017

MICHELLE L SETLOCK
947 MIDDLEBURY RD
KENT OH 44240

Re: Structure Unfit for Human Occupancy: 210 HARRIS STREET

Dear Ms. Setlock:

Pursuant to the placard posted on the residential structure located at 210 Harris Street on June 25, 2015, the property was designated as "unfit for human occupancy" under Section 1406.01 of the Kent Codified Ordinances:

1406.01 GENERAL.

When a structure or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

c) Structure unfit for human occupancy A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

As the owner of record for this property, please be advised the condition of the structure has remained unchanged and the existing violations will need to be corrected or the property will need to be demolished.

Sincerely,

Paul Bauer
Code Enforcement Officer

Cc: Jim Silver, Law Director



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: December 20, 2017
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Community Development Director *B.S.*
RE: Expansion of On-Street Single Space Metered Parking System

Kent City Council authorized Ordinance No. 2017-105 on September 20, 2017, which amended Chapter 358 of the Traffic Code to allow for the installation of on-street parking meters on the west side of North Depeyster Street, between East Main and Columbus Streets.

Since the enactment of the recent amendment, the Community Development Department has received several inquiries from community stakeholders regarding expanding the on-street parking meter system to also include the thirty (30) two-hour parking spots located on West College Avenue, between South Water Street and Franklin Avenue. Inclusion of this area will allow for improved compliance monitoring by the Police Department and facilitate greater vehicle turnover to better meet the parking needs of patrons visiting the various service-oriented businesses located in that area.

I am respectfully requesting time at the January 3, 2018 Committee session to discuss this matter in greater detail with Council and to request authorization, with emergency, to amend Exhibit A of Chapter 358 to allow for the installation of the additional meters along West College Avenue. Please let me know if you need any other information in order to add this item to the agenda. Thank you.


Cc: Jim Silver, Law Director
Tara Grimm, Clerk of Council
Michelle Lee, Police Chief
Tom Wilke, Economic Development Director
Jim Bowling, City Engineer
Melanie Baker, Service Director
David Coffee, Budget & Finance Director



Kent Parks & Recreation Department

497 Middlebury Road Kent, Ohio 44240 (330) 673-8897 FAX: (330) 673-8898

TO: Dave Ruller, City Manager
Jim Silver, Law Director

FROM: John Idone 

DATE: December 21, 2017

RE: Rental of 500 Middlebury Road

The city will be taking possession of 500 Middlebury Road on December 28, 2017. It is our intention to rent this single family home until the property is needed for future development. Attached is a proposal from Century 21 property management companies to advertised, screen tenants, execute leases and extensions, and collect and distribute rent. I is estimated that the total cost for these services will be less than \$1,500 annually.

Staff is recommending entering into an agreement with Century 21 Wilbur Property Management pending any minor changes proposed by the law director. Attached is their proposed contract, sample lease, and insurance information. Monthly rent proposed is \$1,000 per month. Their fee would be \$80 per month + \$500 when they secure a tenant.

Please schedule this matter for discussion at the January 3, 2018 Council Meeting.

Enc.

C: Parks & Recreation Board

City of Kent Parks & Recreation

Property Management Proposal

1. BUSINESS NAME: Century 21 Wilbur Property Management
2. CONTACT PERSON: Vicki Mellon
3. ADDRESS: PO Box 683 (548 S. Water St)
4. CITY, STATE, ZIP: Kent Ohio 44240
5. TELEPHONE NUMBER: 330-673-3400
6. E-MAIL ADDRESS: C21propmgrvicki@aol.com

DEADLINE FOR PROPOSALS:

Proposals should be delivered to Kent Parks & Recreation at 497 Middlebury Road, Kent, OH 44240 by Noon on December 27, 2017. Proposals can also be emailed to John Idone at Idone@kent-ohio.org. This matter will be discussed at January 3, 2018 City Council Meeting.

#1330-842-2361

CENTURY 21 WILBUR REALTY
Property Management
554 S. Water St., P.O. Box 683, Kent, OH 44240
PH: (330) 673 - 3400 FX: (330) 673 - 4558
Vicki Mellon, email: c21propmgrvicki@aol.com cell: (330) 571-2258

December 20, 2017

The City of Kent Parks and Recreation Dept.
Attn: John Idone
497 Middlebury Rd.
Kent, OH 44240

**RE: PROPERTY MANAGEMENT PROPOSAL FOR
 500 MIDDLEBURY RD., KENT, OH 44240**

Dear John,

As a locally owned and operated business, Century 21 Wilbur Property Management is eager to submit a property management proposal, per the City of Kent's request. The property being 500 Middlebury Rd., Kent, OH 44240.

- ❖ Local Advertising: Craigslist, Zillow, Trulia, HotPads
- ❖ Tenant Screening: CBC Inovis – credit and criminal background check.
- ❖ Lease: 1 year minimum lease.
- ❖ Rent collection & rent distribution: see Management Agreement.
- ❖ Report maintenance needs to owner: through phone or email to owner.
- ❖ Fair Employment & Housing Compliance: lease.
- ❖ Rental Market Analysis to establish monthly rent: estimated rent \$875.00 – \$1,100.00.

Proposal Requirements:

1. Qualifications and Experience: 5+ years full-time experience all employees.
2. Staff levels: currently managing 131 units.
3. Insurance: see attached.
4. Copy of proposed lease: see attached.
5. Costs for services: see Management Agreement for options.
6. References: all property owners with properties in Kent, Oh.
 - Rudy Segal #330-554-4381
 - Tom Betts #330-715-2761
 - Jaye Budd #678-206-8090

Thank you,



Vicki Mellon, Property Manager



Wilbur Realty, Inc.
554 S. Water St., PO Box 683
Kent, OH 44240
(330) 673-3400

MANAGEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017 by and between CENTURY 21 WILBUR REALTY, INC... (referred to as the AGENT) and _____ (referred to as the OWNERS) to secure the services of the Agent in the Management of the real property located at _____ (hereinafter referred to as the PREMISES), under and subject to the following terms and conditions:

1. EMPLOYMENT AND AUTHORITY OF AGENT

- a) The Owners hereby appoint CENTURY 21 WILBUR REALTY, INC. as their sole and exclusive agent to rent, lease, manage, and operate the premises.
- b) For this purpose, the Agent is authorized to secure the services of other real estate brokers, place newspaper advertising, and post renting signs on the premises.
- c) The Agent is empowered to sign leases on the Owner's behalf, and to enforce the provisions of same, and to institute legal action or other proceeding to collect rents and other sums due, and to dispossess tenants and other persons from the premises.
- d) It is understood and agreed that CENTURY 21 Wilbur Realty, Inc. is the sole and procuring cause of any leases, written or oral that may be negotiated during this Agreement, even if said lease may have been negotiated either directly or indirectly by the Owners themselves.

2. SPECIFIC AUTHORITY ON REPAIRS AND ALTERATIONS

The owners authorize the Agent to purchase necessary supplies; to contract for utility services as needed, including vermin extermination, trash removal, and other services which the Agent shall deem advisable; and to make ordinary repairs, alterations or decorations to the premises, provided that the expenditure for any one item shall not exceed the sum of **\$ 200.00**, without the express written consent of the Owners, unless the Agent shall consider the circumstances surrounding the request for repairs or services to be an emergency and prior Owner consent is not readily obtainable. The Agent will use diligence in contracting for repairs and other services, and will have the right to hire, discharge, supervise and pay any employees, servants or contractors for work performed. The Agent will not be liable to the Owners or other workmen, if the Agent has taken reasonable care in their employment.

3. RESPONSIBILITIES OF THE AGENT

In Addition to the foregoing authorizations, the Agent will perform the following functions on the Owner's behalf:

- a) Collect all the rents and income due from tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the Owner. Withdraw from such account all funds needed for proper disbursements for expenses payable by Owner including, without limitation, the Agent's compensation.
- b) Collect security deposits under any lease and place same into escrow accounts as required by law.
- c) Maintain accurate and complete accounting records of all receipts and disbursements, and to submit at least once a month a written statement to the Owners indicating collection and expenses, along with copies of paid bills.
- d) Maintain a fidelity bond in adequate amounts for all employees of the Agent who handle or are responsible for the Owner's moneys.

4. COMPENSATION OF THE AGENT

In consideration of the services to be rendered by the Agent, the Owners agree to pay the Agent any or all the following forms of compensation as may be applicable:

- a) FOR MANAGEMENT - a fee equal to **Eight Percent (8%)** of all rent and other income from the premises, including any and all sums collectible under any lease per month, including but not limited to water and sewer charges, excess taxes or insurance. The monthly fee will be _____, each month with or without rental income. The minimum fee shall be \$35.00 per month.
- b) FOR LEASING - the sum of **1/2 of one months rent** shall be paid to the Agent as an "acquisition fee".
- c) LEASE CHARGES - late charges, uncollectable check charges, and application fees paid by tenants under any lease are the property of the Agent to offset the Agent's expenses in enforcing the respective lease provisions.
- d) FOR SALE TO TENANT - if a sale or exchange of the premises is effected to a tenant, or anyone acting on the tenant's behalf, a commission of **SEVEN PERCENT (7%)** of the gross sales price or valuation will be paid to the Agent upon close of the transaction.
- e) FOR ACQUIRING A TENANT ONLY for the owner the leasing fee is equal to the sum of the charge of rent for one month. And the cost of running the credit application.
- f) CREDIT APPLICATION FEE. The owner will be charged \$25.00 for the cost of running a background and credit check.

5. INDEMNIFICATION

The Owners shall save the Agent harmless from all suits for damages in connection with the proper management of the premises, and from liability for injuries suffered by any person while on the premises. The Owners shall carry, at the Owner's expense, sufficient public liability insurance with the Agent designated as an additional insured.

6. DISBURSEMENT OF FUNDS

Disbursements of moneys received as rents and other income due from tenants shall be in accord with the attached SCHEDULE A, Disbursement of funds. Owner's checks will be processed between the 9th and the 15th of each month and disbursed to the owner at that time.

7. RESERVE FUND

A Reserve Fund of \$ N/A is to be established and held in the agency account for the purpose of paying disbursements authorized in SCHEDULE A, which may occasionally exceed revenues. In the event all or part of the reserve fund is used to meet the obligations of the Owners, the fund will be replenished in the subsequent month, or months, from moneys designated as disbursements to the Owners. Should the Owner determine this method inadvisable or not feasible the Owner will be billed the amount required to replenish the reserve fund and said Owners will pay said bill within 15 days.

8. TERM OF AGREEMENT

After a trial period of sixty days, during which time this Agreement is terminable by either party at will, this Agreement will remain in effect for a period of ONE YEAR. At that time this contract will convert to a month by month agreement. Either party may terminate this Agreement at the end of said term by giving to the other party written notice of termination at least (60) days prior to the expiration of the then current term.

In the event of any cancellation of this Agreement, the Agent is to receive the balance of any commissions due under this Agreement during the term of existing leases.

9. VOLUNTARY CANCELLATION BY AGENT

Notwithstanding any other provisions of this Agreement, the Agent may elect to cancel this Agreement upon the occurrence of any of the following circumstances:

- a) In the event of a bonafide sale or demolition of the premises.
- b) If a petition for bankruptcy is filed by either the Owners or the Agent, or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act.
- c) If the Owners shall fail to comply with any rule, order, determination, ordinance or law of any federal, state or local authority, relating to the operation of the premises.

10. BINDING AUTHORITY

This agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner.

11. OTHER

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

BY: _____

(OWNERS)

Vicki Mellon
Agent for owner
PROPERTY MANAGERS
CENTURY 21 WILBUR REALTY, INC.

Witness



Wilbur Realty, Inc.
 554 S Water ST. PO Box 683
 Kent, OH 44240
 O: 330-673-3400
 F: 330-673-4558

After Hours
 Emergency
 330-673-5883 x221
 C21propmgrvicki@aol.
 com

RENTAL AGREEMENT

On this ____ day of _____, 20____, Century 21 Wilbur Realty, Inc., the property manager and agent for the owner of the premises being leased hereunder, referred to in this agreement as "Landlord", and the person(s) named _____ "Tenant", enter into this agreement in _____ County Ohio in consideration of Landlord's and Tenant's mutual promises that are stated below.

1. PARTIES AND DWELLING UNIT

The parties to this agreement are Century 21 Wilbur Realty, Inc., referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to The Tenant a property, located at _____

2. LENGTH OF TIME

The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one month.

3. RENTAL PAYMENTS

The Tenant agrees to pay a rent of _____ Dollars (\$____:00) per month due and payable on the first of the month. Rental payments will be mailed to Century 21 Wilbur Realty, Inc., PO Box 683 Kent, OH 44240 or its assigns.

LATE CHARGE

A late charge of \$ 25.00 per month will be assessed. The late charge will be added to the monthly rent for any payment received after the 3rd day of the month. The late charge is due no later than the first of the following month. Payment of the late charge shall not cure any default of this Agreement by Tenant nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Tenant including Landlord's right to eviction proceedings. Any rental payments made by check shall be charged a handling fee of Twenty-Five Dollars (\$25.00) if the check is returned unpaid. Tenant shall be liable for any fees associated with collection of past due accounts.

4. UTILITIES

Tenant is responsible for the electric (Ohio Edison 1-800-633-4766) and gas (Dominion East Ohio 800-362-7557), _____ and will immediately upon commencement of this Agreement, transfer the service to his/her name. Tenant will provide a transfer date or other form of proof to Century 21 Wilbur Realty, Inc., Property Management confirming the services have been transferred.

5. CONDITION

Tenant has examined and knows the condition of said premises and the personal property contained in said premises, and has received the same in good order and repair and will surrender in as good condition as reasonable and careful use will permit.

6. USE

The unit is to be used for normal residential purposes. Tenant shall not permit said premise, or any part thereof, to be used for (1) the conduct of any offensive, noisy or dangerous activity or anything which is against the laws or rules and regulations of any public authority at any time applicable to the said premises (this includes the use or sale of any illegal drugs). **The tenant shall not assign this agreement, sublet, or increase the number of occupants or vehicles without the written consent of the Lessor.**

7. LIABILITY

Lessor is not liable to resident or anyone else for damages resulting from failure of any appliances and related fixtures. Lessor shall not be liable for cessation of any service customary to the building, when caused by circumstances beyond its control. **Personal property placed anywhere on the premises by you or your guest remain at your risk and liability and not the Lessor or his agent. Tenant has been advised to obtain rental insurance purchased and paid for by the tenant.**

8. ANIMALS

Dogs, cats or other animals shall not be kept as pets nor shall they be allowed on the premises. If there is a violation, then the Lessor has the right to require the pet/s be removed and impose fines against the tenant. If the tenant refuses to remove the pet, then further action will be taken and it will not be limited to imposing fines.

9. MAINTENANCE

The tenant shall keep the premises in a clean sightly and healthy condition. No painting or alterations shall be made without the written consent of the Lessor. No additional locks shall be placed upon the door of the premises. **Lock out fee of \$35.00 will be due at time of management assistance.** Lessor shall make normal repairs to the unit. In the event that the needed repair is caused by the tenant, or guest, the tenant shall assume the cost of the repairs or replacement. Satellite dishes are not to be mounted on the building or any of the structures. **The tenant is responsible for snow removal and lawn care including flowerbeds and leaf cleanup.**

10. SECURITY DEPOSIT

The tenant agrees to deposit upon execution of this agreement the sum of \$ _____, without interest, as a guarantee for the faithful performance of the terms of this agreement. The security deposit will be transferred to the owner after agreement of this Lease. **The security deposit SHALL NOT be considered the last month's rent.** The security deposit will be refunded, if the following terms are met:

There is no damage to the unit and it is returned in the same condition as it was when first occupied. Keys are returned and a forwarding address is left with the Lessor. Any repairs or cleaning needed to restore the unit will be deducted from the security deposit in the amounts listed, but not limited to, those in item #14.

11. TERMINATION OF LEASE

In addition to other legal remedies, the tenant shall forfeit the security deposit if he or she fails to occupy the unit for the term of the Lease. The tenant shall give written notice 30 days prior to the day of vacating the unit. This notice is to be mailed to Century 21 Wilbur Realty, Inc., PO Box 683 Kent, OH 44240. Keys shall be returned to property management and the day the keys are returned will be considered the last day of the tenants leased use of the property.

12. RIGHT OF ENTRY

The Lessor shall have the right to enter and to inspect any portion of the premises at all reasonable times, to examine the condition and to perform such service and to make repairs and alterations as Lessor may deem advisable. If the premises is a property listed for sale, the tenant **MUST** allow the premises to be shown with 24-hour notice.

13. RENTAL INCREASE

The Lessor can increase the rent on the first due date which is 30 days after written notice to the Tenant provided that the tenants lease is on a month to month agreement. The tenant has the right of refusal of the rent increase. If the tenant refuses the rent increase, he or she must provide written notice within 15 days and vacate the premises within 30 days of the ref

initial initial

14. VACATING/CLEANUP

The tenant will surrender unit in as good condition as reasonable and careful use will permit. If it is necessary for the Lessor to clean or repair after the tenant vacates due to failure of the tenant to maintain or clean the premises, the following (but not limited to) charges will be borne by the tenant:

| | | | |
|--|----------|----------------------------------|---------------|
| General cleaning: sweep and mop floors, vacuum rugs, washing closets and cupboards, etc. | \$100.00 | Clean windows | \$ 10.00 each |
| Defrost refrigerator | \$ 20.00 | Clean screens | \$ 10.00 each |
| Clean refrigerator | \$ 25.00 | Shampoo carpets | Actual Cost |
| Clean range oven | \$ 30.00 | Painting | Actual Cost |
| Clean range outside | \$ 10.00 | New locks due to unreturned keys | Actual Cost |
| Clean bathroom (tub & bowl, floor, walls) | \$ 50.00 | Missing appliance or accessories | Actual cost |
| | | Repair damage | Actual Cost |
| | | Removing Trash | Actual Cost |

15. Smoke detectors and carbon monoxide detectors have been installed in the leased unit. Tenant is responsible to maintain the batteries and make sure the detectors are in working order. If they are not working it is tenants responsibility to notify Century 21 Wilbur Realty Inc immediately in writing _____ initials/_____ initials

16. Occupants residing in the leased unit

17. APPLIANCES

The following appliances are provided and included in the lease

18. ORAL STATEMENT

List below any oral statements or agreements that have not been listed.

19. RENTAL/CREDIT APPLICATION is attached and considered a part of this Lease.

I HEREBY AGREE AND ASSENT TO THE ABOVE ITEMS.

Tenant

Date

Co-Tenant

Date

IWE HEREBY ACCEPT THIS AGREEMENT.

LANDLORD:

Century 21 Wilbur Realty, Inc.

By: _____
Vicki Mellon, Property Management Agent for Landlord and Owners _____

Date

Disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | | |
|-----------------|---------------|-----------------|---------------|
| _____ Lessor | _____ Date | _____ Lessor | _____ Date |
| _____ Lessee | _____ Date | _____ Lessee | _____ Date |



**EQUAL HOUSING
OPPORTUNITY**

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Tenant

Date

Co-Tenant

Date

LANDLORD:
Century 21 Wilbur Realty, Inc.

By: _____
Vicki Mellon, Property Management Agent for Landlord and
Owners _____

Date

Contact Information

Please Print !!!

EMERGENCY CONTACT INFO FOR:

Rental Address _____

Tenant Name _____

Home Phone Number _____

Tenant Name _____

Cell Phone Number _____

Email 1 _____

Email2 _____

IN CASE OF EMERGENCY CALL:

Name

Phone Number

1st _____

2nd _____

3rd _____

PERSONS HAVING KEYS TO THIS UNIT:

Name _____

Home Address _____

Home/Cell Phone Number _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (M./DD./YY)
November 15, 2017

PRODUCER
ProGroup International
207A SW Jefferson
Lee's Summit, MO 64063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER AFFORDING COVERAGE

INSURED
Wilbur Realty Inc.
DBA: Century 21 Wilbur Realty, Inc.
548 S. Water St.
Kent, OH 44240

Travelers Casualty and Surety Company of America

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|---|---------------|----------------------------------|-----------------------------------|---|----|
| | GENERAL LIABILITY | | | | EACH OCCURRENCE | \$ |
| | COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | \$ |
| | CLAIMS MADE OCCUR | | | | MED EXP (Any one person) | \$ |
| | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | GENERAL AGGREGATE | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COM/PROP AGG | \$ |
| | POLICY PROJECT LOC | | | | | |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea. accident) | \$ |
| | ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | HIRED AUTOS | | | | | |
| | NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | ANY AUTO | | | | OTHER THAN EA ACC | \$ |
| | | | | | AUTO ONLY AGG | \$ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE | \$ |
| | OCCUR CLAIMS MADE | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | DEDUCTIBLE | | | | | \$ |
| | RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS OTHER | |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. EA EMPLOYEE | \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | Real Estate Agents Errors & Omissions Liability | 105374869 | 12/8/2017 | 12/8/2018 | \$1,000,000 each claim \$1,000,000 aggregate \$0 deductible | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Additional Insured:
Century 21 Real Estate LLC
Realogy Holdings Corp. and their subsidiaries, successors and assigns
175 Park Avenue
Madison, NJ 07940
Certificate Holder:
Century 21 Real Estate LLC, Realogy Holdings Corp., and their subsidiaries, successors and assigns
C/O Insurance Tracking Services, Inc (ITS)
PO Box 21919
Long Beach, CA 90801

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the first page of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



The Cincinnati Insurance Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL**

POLICY NUMBER **EPP 012 76 05**

NAMED INSURED WILBUR REALTY
REFER TO IA905
ADDRESS PO BOX 624
(Number & Street, Town, County,
State & Zip Code) KENT, OH 44240-0011

Previous Policy Number:
EPP0127605

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: **EPP 012 76 05** FROM: 03-23-2017 TO: 03-23-2018

Automobile and / or Garage

Policy number: FROM: TO:

Agency **JACK KOHL INSURANCE 34-117**
City **RAVENNA, OH**

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

| | | |
|----------|-------|---|
| IL0017 | 11/98 | COMMON POLICY CONDITIONS |
| IA102A | 09/08 | SUMMARY OF PREMIUMS CHARGED |
| IA904 | 04/04 | SCHEDULE OF LOCATIONS |
| IA905 | 02/98 | NAMED INSURED SCHEDULE |
| IA4236 | 01/15 | POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE |
| IP446 | 08/01 | NOTICE TO POLICYHOLDERS |
| IA4006 | 07/10 | SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT |
| IA4121OH | 01/16 | OHIO CHANGES - CANCELLATION AND NONRENEWAL |
| IA4238 | 01/15 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| IA4338 | 05/11 | SIGNATURE ENDORSEMENT |
| FM502 | 07/08 | COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS |
| GA532 | 07/08 | COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS |
| CA516 | 03/09 | CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES) |
| USC513 | 05/10 | COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS |

**KENT POLICE DEPARTMENT
NOVEMBER 2017**

| | NOV 2016 | NOV 2017 | TOTAL 2016 | TOTAL 2017 | |
|-----------------------------|---------------------|---------------------|-----------------------|-----------------------|-----|
| CALLS FOR SERVICE | 2108 | 1824 | 26516 | 23995 | |
| FIRE CALLS | 357 | 322 | 3827 | 3979 | |
| ARRESTS, TOTAL | 163 | 98 | 2069 | 1759 | |
| JUVENILE ARRESTS | 13 | 5 | 97 | 129 | |
| O.V.I. ARRESTS | 13 | 8 | 170 | 153 | |
| TRAFFIC CITATIONS | 223 | 189 | 3307 | 2691 | |
| PARKING TICKETS | 833 | 888 | 7997 | 11689 | |
| ACCIDENT REPORTS | 68 | 68 | 941 | 687 | |
| Property Damage | 39 | 33 | 622 | 380 | |
| Injury | 6 | 14 | 112 | 88 | |
| Private Property | 12 | 10 | 151 | 163 | |
| Hit-Skip | 8 | 5 | 34 | 36 | |
| OVI Related | 2 | 0 | 15 | 12 | |
| Pedestrians | 1 | 6 | 11 | 8 | |
| Fatals | 0 | 0 | 0 | 0 | |
| U.C.R. STATISTICS | | | | | |
| Homicide | 0 | 0 | 1 | 0 | |
| Rape | 0 | 0 | 0 | 1 | |
| Robbery | 1 | 2 | 11 | 10 | |
| Assault Total | 10 | 16 | 215 | 179 | |
| Serious | | 3 | 2 | 51 | 31 |
| Simple | | 7 | 14 | 164 | 148 |
| Burglary | 9 | 1 | 91 | 69 | |
| Larceny | 39 | 29 | 362 | 331 | |
| Auto Theft | 1 | 0 | 15 | 14 | |
| Arson | 0 | 1 | 2 | 1 | |
| Human Trafficking:Servitude | 0 | 0 | 0 | 0 | |
| Human Trafficking:Sex Acts | 0 | 0 | 0 | 0 | |
| TOTAL | 60 | 49 | 697 | 605 | |
| CRIME CLEARANCES | | | | | |
| Homicide | 0 | 0 | 2 | 0 | |
| Rape | 2 | 0 | 2 | 1 | |
| Robbery | 0 | 0 | 3 | 3 | |
| Assault Total | 9 | 14 | 183 | 149 | |
| Serious | | 2 | 0 | 35 | 21 |
| Simple | | 7 | 14 | 148 | 128 |
| Burglary | 1 | 1 | 21 | 20 | |
| Larceny | 12 | 1 | 65 | 51 | |
| Auto Theft | 1 | 0 | 4 | 2 | |
| Arson | 0 | 0 | 2 | 0 | |
| Human Trafficking:Servitude | 0 | 0 | 0 | 0 | |
| Human Trafficking:Sex Acts | 0 | 0 | 0 | 0 | |
| TOTAL | 25 | 16 | 282 | 226 | |



KENT FIRE DEPARTMENT MONTHLY INCIDENT REPORT OCTOBER 2017

FIRE INCIDENT RESPONSE INFORMATION

Summary of Fire Incident Alarms

| | CURRENT PERIOD | | | YEAR TO DATE | | |
|-----------------------------------|----------------|-----------|-----------|--------------|------------|------------|
| | 2017 | 2016 | 2015 | 2017 | 2016 | 2015 |
| City of Kent | 65 | 51 | 75 | 521 | 519 | 532 |
| Kent State University | 19 | 8 | 4 | 90 | 63 | 45 |
| Franklin Township | 14 | 4 | 7 | 145 | 111 | 103 |
| Sugar Bush Knolls | 0 | 1 | 1 | 1 | 3 | 2 |
| Brady Lake Village | 1 | 0 | 0 | 6 | 13 | 15 |
| Mutual Aid Given | 4 | 1 | 1 | 26 | 26 | 29 |
| Total Fire Incident Alarms | 103 | 65 | 88 | 789 | 735 | 726 |

Summary of Mutual Aid Received by Location

| | | | | | | |
|-------------------------|----------|----------|----------|----------|-----------|-----------|
| City of Kent | 0 | 0 | 2 | 7 | 10 | 10 |
| Kent State University | 0 | 0 | 0 | 0 | 1 | 1 |
| Franklin Township | 0 | 0 | 0 | 1 | 4 | 3 |
| Sugar Bush Knolls | 0 | 0 | 0 | 0 | 0 | 0 |
| Brady Lake Village | 0 | 0 | 0 | 0 | 1 | 0 |
| Total Mutual Aid | 0 | 0 | 2 | 8 | 16 | 14 |

EMERGENCY MEDICAL SERVICE RESPONSE INFORMATION

Summary of Emergency Medical Service Responses

| | CURRENT PERIOD | | | YEAR TO DATE | | |
|--|----------------|------------|------------|--------------|-------------|-------------|
| | 2017 | 2016 | 2015 | 2017 | 2016 | 2015 |
| City of Kent | 231 | 211 | 226 | 2113 | 1960 | 1945 |
| Kent State University | 53 | 58 | 52 | 260 | 296 | 297 |
| Franklin Township | 39 | 35 | 33 | 398 | 377 | 333 |
| Sugar Bush Knolls | 0 | 1 | 0 | 2 | 7 | 9 |
| Brady Lake Village | 2 | 2 | 1 | 30 | 24 | 18 |
| Mutual Aid Given | 3 | 4 | 1 | 33 | 24 | 27 |
| Total Emergency Medical Service Responses | 328 | 311 | 313 | 2836 | 2688 | 2629 |

Summary of Mutual Aid Received by Location

| | | | | | | |
|-------------------------|----------|-----------|----------|-----------|-----------|-----------|
| City of Kent | 2 | 8 | 6 | 12 | 20 | 25 |
| Kent State University | 3 | 2 | 2 | 6 | 5 | 5 |
| Franklin Township | 2 | 1 | 0 | 3 | 5 | 2 |
| Sugar Bush Knolls | 0 | 0 | 0 | 0 | 0 | 0 |
| Brady Lake Village | 0 | 0 | 0 | 0 | 3 | 1 |
| Total Mutual Aid | 7 | 11 | 8 | 21 | 33 | 33 |

TOTAL FIRE AND EMERGENCY MEDICAL SERVICE RESPONSE INCIDENTS

| | | | | | | |
|--|------------|------------|------------|-------------|-------------|-------------|
| | 431 | 376 | 401 | 3625 | 3423 | 3355 |
|--|------------|------------|------------|-------------|-------------|-------------|

TOTAL ALL RESPONSES, INCLUDING MUTUAL AID

| | | | | | | |
|--|------------|------------|------------|-------------|-------------|-------------|
| | 438 | 387 | 411 | 3654 | 3472 | 3402 |
|--|------------|------------|------------|-------------|-------------|-------------|

KENT HEALTH DEPARTMENT STATISTICAL REPORT 2017

3. A.

| | Nov. 2017 | YTD 2017 | Nov. 2016 | YTD 2016 |
|-------------------------------------|---------------------|----------------------|---------------------|----------------------|
| HEALTH DEPT. \$ COLLECTED | | | | |
| FamAbuse fund | \$ 1,173.00 | \$ 12,766.54 | \$ 1,245.03 | \$ 12,574.57 |
| Vital Stats Rev. | \$ 6,647.00 | \$ 72,326.50 | \$ 7,055.00 | \$ 71,298.00 |
| Child Abuse | \$ 2,346.00 | \$ 25,526.96 | \$ 2,489.97 | \$ 25,163.43 |
| State VS | \$ 7,038.00 | \$ 76,581.00 | \$ 7,470.00 | \$ 75,501.00 |
| B Perm Rev | \$ 26.50 | \$ 311.50 | \$ 30.50 | \$ 303.00 |
| B Perm State | \$ 132.50 | \$ 1,557.50 | \$ 152.50 | \$ 1,517.50 |
| Food Estab. (Grant & plans) | \$ 2,916.87 | \$ 41,926.87 | \$ 250.00 | \$ 27,809.25 |
| Food Service (Serv Safe) | \$ 4,330.00 | \$ 84,783.50 | \$ 408.00 | \$ 78,172.75 |
| | | | | |
| SolWst Tickets | \$ 50.00 | \$ 990.00 | \$ 0.00 | \$ 500.00 |
| Housing | \$ 9,820.00 | \$ 116,966.27 | \$ 13,042.50 | \$ 116,351.25 |
| Swim Pools | \$ 0.00 | \$ 8,565.00 | \$ 0.00 | \$ 8,102.50 |
| SolWst(Trks) | \$ 0.00 | \$ 1,575.00 | \$ 0.00 | \$ 2,950.00 |
| Tattoo Parlors | \$ 0.00 | \$ 885.00 | \$ 0.00 | \$ 800.00 |
| *Misc Overpaid | \$ 3.00 | \$ 128.00 | \$ 0.00 | \$ 7,844.25 |
| Paternity Affidavits | \$ 120.00 | \$ 41,124.22 | \$ 800.00 | \$ 15,561.50 |
| MAC Claiming | \$ 0.00 | \$ 15,704.83 | \$ 3,727.79 | \$ 19,645.73 |
| Tobacco Grant | \$ 0.00 | \$ 43,447.54 | \$ 5,000.00 | \$ 19,300.00 |
| **ST Subsidy | \$ 0.00 | \$ 26,176.00 | \$ 0.00 | \$ 22,882.00 |
| TOTAL COLLECTED | \$ 34,802.87 | \$ 571,342.23 | \$ 41,671.29 | \$ 506,276.73 |
| | | | | |
| TO STATE | | | | |
| FamAbuse fund | \$ 1,137.80 | \$ 12,380.54 | \$ 1,207.67 | \$ 11,232.58 |
| Food Estabs | \$ 0.00 | \$ 1,372.00 | \$ 0.00 | \$ 1,568.00 |
| Bur.Permits | \$ 132.50 | \$ 1,557.50 | \$ 152.50 | \$ 1,517.50 |
| Child Abuse | \$ 2,275.62 | \$ 24,761.18 | \$ 2,415.27 | \$ 24,407.50 |
| State VS QTRLY | \$ 7,038.00 | \$ 76,581.00 | \$ 7,470.00 | \$ 75,501.00 |
| Food Service | \$ 0.00 | \$ 4,170.00 | \$ 0.00 | \$ 6,816.00 |
| Food Vendors* | \$ 0.00 | \$ 0.00 | \$ 12.00 | \$ 12.00 |
| Swim Pools | \$ 0.00 | \$ 1,185.00 | \$ 0.00 | \$ 1,365.00 |
| Wells | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL | \$ 10,583.92 | \$ 122,007.22 | \$ 11,257.44 | \$ 122,419.58 |
| | | | | |
| TOTAL ASSETS | | | | |
| +Admin fee to Vital Stats | \$ 105.58 | \$ 1,148.79 | \$ 112.06 | \$ 1,132.33 |
| -3% FamAbuse | \$ 35.20 | \$ 383.00 | \$ 37.36 | \$ 377.24 |
| -3% ChildAbuse | \$ 70.38 | \$ 765.78 | \$ 74.70 | \$ 754.91 |

STATISTICAL REPORT Cont.**Nov. 2017****YTD 2017****Nov. 2016****YTD 2016****PERMIT/lic.**

| | | | | |
|------------------------|-----------|------------|-----------|------------|
| Food Estabs | 0 | 43 | 0 | 50 |
| Food Service (0 Temps) | 0 | 118 | 0 | 141 |
| FS Vending | 0 | 23 | 2 | 25 |
| Home Sewage | 0 | 0 | 0 | 0 |
| Housing | 29 | 293 | 21 | 286 |
| Solid Waste | 0 | 35 | 0 | 43 |
| Swim Pools | 0 | 17 | 0 | 18 |
| Septic Haul. | 0 | 0 | 0 | 0 |
| Tattoo Parlors | 0 | 2 | 0 | 4 |
| Other | 0 | 0 | 0 | 0 |
| TOTAL | 29 | 531 | 23 | 567 |

MOSQ.CONT.

| | | | | |
|---|------|-------|-----|-------|
| Larvacide Hrs. | 0.0 | 0.0 | 0.0 | 0.0 |
| Adulticide Hrs. | 0.0 | 0.0 | 0.0 | 0.0 |
| * Tot Man Hrs | 11.5 | 308.3 | 0.0 | 268.5 |
| * Total man hours include sites treated and adulticiding hours. | | | | |

COMPLAINTS

| | | | | |
|----------|---|-----|----|----|
| Received | 5 | 106 | 12 | 94 |
| Abated | 9 | 102 | 10 | 81 |

LEGAL.COMPL.

| | | | | |
|------------|---|---|---|---|
| Filed | 0 | 0 | 0 | 0 |
| Pre-trials | 0 | 0 | 0 | 0 |
| Trials | 0 | 0 | 0 | 0 |

COMM.DISEASE (not available)

| | | | |
|---|----|---|----|
| 0 | 20 | 0 | 77 |
|---|----|---|----|

IMMUNIZATIONS

| | | | |
|----|-----|----|-----|
| 18 | 170 | 17 | 277 |
|----|-----|----|-----|

BIRTH Copies issued

| | | | |
|-----|------|-----|------|
| 276 | 3472 | 282 | 3547 |
|-----|------|-----|------|

DEATH Copies issued

| | | | |
|-----|------|-----|------|
| 506 | 5037 | 548 | 4403 |
|-----|------|-----|------|