

Memo

TO: Dave Ruller
FROM: Kevin Schwartzhoff
DATE: August 17, 2020
RE: Kent Parks and Recreation Donation

Kent Parks & Recreation Department has received a donation of \$100 towards the purchase of a memorial tree in memory of Mary Helen Neuzil. The tree was purchased by Peter J. and Lois A. Orlando.

The check has been forwarded to Budget and Finance and will be held until Council formally accepts the donation. Please request the necessary authorization from City Council to accept the donation. Your attention to this matter is appreciated.

PC: Budget & Finance
Amy Wilkens, Clerk of Council
Kent Parks & Recreation Board

PETER J. ORLANDO 05-94
LOIS A. ORLANDO
PH. 330-678-2140
550 ROOSEVELT AVE.
KENT, OHIO 44240

56-7119/2412

9520

DATE 8/13/20

PAY TO THE ORDER OF KENT PARKS + RECREATION DEPT \$ 100-00

ONE HUNDRED AND 00/100 DOLLARS

H Hometown Bank
Hometown Banking Since 1896
142 N. Water St. Kent, Ohio 44240

MEMO MARY HELEN NEUZIL TREE

2412711931 016002636020 9520

SPECIALTY CHECK

MEMORIAL TREE & BENCH PROGRAM

Thank you for considering a donation of a memorial tree in one of Kent's parks. Why not add a bench near your tree! While we do not mark the donation with any plaques, we will notify you of the exact location of your gift. Your donation will help us recover the cost of purchasing and installing the tree or bench.

Your gift will serve as an enduring memorial while sustaining the beauty of our parks for years to come.



Step 4: Add a Bench?



\$500 Six Foot Park Bench



Step 5: Fill out the Form Below

NAME: Peter J + Lois A. DRUMMANT \$ 100.00

IN MEMORY OF: Mary Helen Neuzil

ADDRESS: 150 DMUI PARKWAY

CITY: Hudson STATE: OH ZIP: 44236

PHONE: 284-600-2474 E-MAIL: TRKI@MTH.Kent.OH

Please make check or money order payable to Kent Parks & Rec. and mail to Kent Parks & Rec., 497 Middlebury Road, Kent, OH 44240. For additional information please call 330-673-8897 or email ldone@kent-ohio.org

Terms & Conditions

- 0 Kent will be responsible for planting and maintenance for the tree including replacement if it should not survive the first year after planting. After the first year the city cannot guarantee survival or replacement of the tree.
- 0 Tree plantings will take place in the early spring and late fall.
- 0 Kent P & R will make a reasonable effort to honor donor choices, and will contact donor if your choices cannot be accommodated.
- 0 To ensure a more natural environment there will be no marking or plaques.

I agree with the terms & conditions of the Memorial Tree & Bench Program.

Peter J. Drummant 5/13/20
Donor's Signature Date



\$200 Large Tree - 1-3/4" Caliper



\$100 Small Tree - 5 Ft. or Less

Step 1: Select your tree size

Step 2: Select your tree species

Select three species indicating your 1st 2nd & 3rd Choice

- | | | |
|------------------------|-----------------|-------------------|
| #1 Redwood | #2 Oak | #3 Yellow Buckeye |
| #4 Flowering Crabapple | #5 Sycamore | #6 Honey Locust |
| #7 Flowering Dogwood | #8 Redbud | #9 River Birch |
| #10 Serviceberry | #11 Other _____ | |

1st Choice Tree # 7 2nd Choice Tree # 3 3rd Choice Tree # 5

Or let us make the selection for you, please initial here _____

Step 3: Select your park location

Select three parks indicating your 1st 2nd & 3rd Choice

- | | | |
|-------------------------------|--------------------|----------------------|
| #1 Fred Fuller Park | #2 Pum Creek Park | #3 Al Lease Park |
| #4 Fish Creek Park | #5 Stonewater Park | #6 Jessie Smith Park |
| #7 Riveredge Park | #8 Depeyster Field | #9 Forest Lakes Park |
| #10 Portage Hike & Bike Trail | #11 Other _____ | |

1st Choice Park # 1 2nd Choice Park # 3 3rd Choice Park # 2

Or let us make the selection for you, please initial here _____

CITY OF KENT

301 S. Depeyster Street
Kent, Ohio 44240

RECEIVED

JUN 8 2020

Office of the City Manager
Phone: 330-676-7500

COMMUNITY DEVELOPMENT
CITY OF KENT
PUBLIC PERMIT

P 667



Parade Permit
 Public Assembly

Block Party
 Special Event
 Temporary Amusement-Carnival

Event name: Haymaker Farmers' Market – Outdoor Season

Permission is hereby granted to: Andrew Rome

Name of Organization: Haymaker Farmers' Market

Address: P.O. Box 1412, Kent, OH 44240

On: Saturdays between June 6, 2020 and October 31, 2020 Start time: Set-up 7:00AM Event 9:00AM

End time: Event 1:00PM Clean-up 2:00PM Total Number of Participants: 19,000 over the season

Parade Route: None

Proposed Streets to be Blocked: Franklin Avenue between W. College Street and 25 feet south of the Haymaker Bridge, adjacent to the Portage Hike and Bike Trail. Per attached maps.

Memorandum of Understanding

THIS PERMIT IS SUBJECT TO REVOCATION AT ANY TIME.

All participants will obey all State Statutes and all City of Kent Ordinances. The holder of this permit will be responsible for any and all violations of the State and City laws by the participants of this event.

THE FOLLOWING STIPULATIONS MUST BE ADHERED TO WHERE APPLICABLE:

1. A sign shall be made and posted at each end of street advising people that they must be legally parked. (Make a sign)
2. NO ALCOHOLIC beverage consumed on public property.
3. All music shall be limited so as not to disturb other than the immediate neighborhood.
4. The street must be cleaned prior to opening to vehicular traffic at the end of the permit times.
5. Access must be available to local residents.
6. Fire lane access must be maintained.

Date: 6/4/2020

Witness: [Signature]

Issued by: [Signature]
City Manager

Copies to: Police (Green), Fire (Yellow), Service (Gold), File (Pink), Community Dev (Purple), Health (Blue)

MEMORANDUM OF UNDERSTANDING

In Re: Haymaker Farmers' Market

Date: Saturdays between June 6, 2020 and October 31, 2020

A memorandum of understanding between event sponsors, Andrew Rome, representing Haymaker Farmers' Market, and Chief of Police Michelle Lee, representing the City of Kent, regarding a Special Event Permit.

1. **NATURE AND LOCATION OF THE EVENT:** The sponsors of Haymaker Farmers' Market are requesting the use of city streets and sidewalks on Franklin Ave. from south of the Haymaker Bridge overpass to W. College Ave. The requested event time (includes set up and clean up) will be from 7:00 am to 2:00 pm with the actual event starting at 9:00 am and ending at 1:00 pm every Saturday starting on June 6, 2020 through October 31, 2020. There will be food vendors selling locally sourced items.
2. **STREET BARRICADES:** Both north bound and south bound lanes on Franklin Ave. will be closed between the south side of the Haymaker Bridge overpass and W. College Ave. Barricades and "Road Closed" signs will be placed at Franklin Ave. and the south side of the Haymaker Bridge overpass and the south side of the intersection of Franklin Ave and W. College Ave. Barricades will be placed on the tree lawn along Franklin Ave. by service department workers on Friday afternoon before the event. The sponsor will place the barricades blocking the roadway at the beginning of the event and remove them from the roadway at the completion of the event. The sponsor will place the barricades on the tree lawn. The service department will pick up the barricades on Monday morning following the event.
3. **316.04 - RULES, GUIDELINES, CONDITIONS AND REQUIREMENTS:**
 - A. **ACCESS TO BUSINESSES AND RESIDENCES** – There are no open businesses and no residences in the immediate closed area.
 - B. **ALCOHOLIC BEVERAGES** – N/A
 - C. **ANTI-DISCRIMINATION PROVISIONS** – N/A
 - D. **FIRE PREVENTION/ SUPPRESSION** – Each vendor will be responsible for their own fire suppression equipment (per KFD inspection and fire code).
 - E. **FOOD VENDORS** - Must be in compliance with provisions set by the Health Commissioner and fire inspector(s).
 - F. **HEALTH AND SANITATION** - (See "Trash and Recycling" below.) Sponsor agrees to provide restroom facilities as deemed necessary by the Health Commissioner. Hand and utensil sanitizers will be available to all vendors.
 - G. **FIRST AID** – A first aid kit will be stationed at the event. There will be signs conspicuously posted indicating the presence of the kit / first aid station.
 - H. **HOURS** – Set up will start at 7:00 am and end at 2:00 pm. The event starts at 9:00 am and ends at 1:00 pm.
 - I. **EVENT WAIVERS**- N/A
 - J. **MECHANICAL RIDES** - No
 - K. **-NEIGHBORHOOD APPROVAL** –There are no open businesses and no residences in the immediate area.
 - L. **NOISE LIMITATIONS** - Per city ordinance
 - M. **PAVEMENT PROTECTION** – N/A
 - N. **SPECIAL PERMITS** – N/A
 - O. **SECURITY & TRAFFIC CONTROL** - Traffic control will be maintained by barricades, no police security is needed.
 - P. **TRASH & RECYCLING** - Trash receptacles will be made available by the sponsor of the event for any solid waste generated consistent with the Health Dept. Recommendations.
 - Q. **UTILITY SERVICES** – City electricity via light poles.
 - R. **GAMBLING** – N/A
 - S. **VENDOR ACCESS** - Vendors will be regulated by the sponsor during set-up and clean-up times.
 - T. **WEATHER ALERT RADIO SYSTEM AND WARNINGS** – The City of Kent has available two weather radios programmed to NOAA's National Weather Service. Severe weather alerts are received through tone activation and respective messaging. Sponsors agree to provide a warning system that's capable of alerting event participants. Warning alerts may be made with one of the following; (Public Address System, Bull Horn, Air Horn, Two-Way Radios posted at various locations throughout the course, Etc.)
 - U. **PROJECTED COSTS** - The projected costs for city services that will be utilized for this event are shown on "Attachment A." Other, unforeseen costs may be associated with the actual event.
4. **PERMIT REVOCATION:** The sponsor understands that the City of Kent maintains the authority to cancel the permit at any time up to and during the event if an emergency situation should dictate.

Andrew Rome,
Haymaker Farmers' Market

Date:

Michelle Lee,
Chief of Police

Date:

John Tosko,
Fire Chief

6/4/20

Date:

Melanie Baker,
Service Director

Date:

Jean Seidel,
Health Commissioner

6/4/2020

Date:

Andrew Rome 6/4/2020

Andrew Rome,
Haymaker Farmers' Market

Michelle Lee,
Chief of Police

John Tosko,
Fire Chief

Melanie Baker,
Service Director

Jean Seidel RN 6/4/2020

Jean Seidel,
Health Commissioner

Haymaker Farmers' Market 2020 COVID Plan

Attachment

Central Maintenance: per M. Baker

A

Subtotal: \$0.00

Fire: per Chief Tosko

Subtotal: \$0.00

Police: per Capt. Prusha

No Officer Required

1 hour MOU preparation \$50.17

Subtotal: \$50.17

(Note: quoted at highest pay rate)

Health Department: per J. Seidel

3 hours sanitarian preparation with vendor, review orders \$104.10

1 hour Health Commissioner inspection \$43.47

Subtotal: \$147.57

Total: \$197.74

Note: Minimum 3 hour "show up" fee for each police, fire, and maintenance position at OT rate

Actual cost may be less than projected due to event ending earlier.

This is not a bill.

APPLICATION FOR SPECIAL EVENT
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES, ETC.
City of Kent, 319 S. Water Street, Kent, OH 44240

NAME OF EVENT Haymaker Farmers' Market - Outdoor Season
ORGANIZATION SPONSORING EVENT Haymaker Farmers' Market
APPLICANT NAME Andrew Rome PHONE 330/422-8034
ADDRESS PO Box 1412, Kent, OH 44240

NAMES AND PHONE NUMBERS OF ALL PERSONS WHO ARE IN CHARGE AND/OR WILL BE IN A RESPONSIBLE POSITION DURING THE EVENT:

Andrew Rome, Market Manager, cell 330/577-3355

DATE OF EVENT Saturdays 6/6/20-10/31/20 NO. OF PARTICIPANTS -19,000 at 2019 season

REQUESTED PERMIT TIME: Start Set up 7:00am Start Event 9:00am
End Event 1:00pm End Cleanup 2:00pm

IF PARADE: STARTING POINT _____ ENDING POINT _____

USE OF CITY WATER NEEDED? No
(IF YES, PLEASE EXPLAIN)

USE OF CITY ELECTRIC NEEDED? Yes, electric hookups on lightpoles are used.
(IF YES, PLEASE EXPLAIN)

- In addition to the application please submit the following information:**
- Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.)
 - Proof of insurance is required before permit can be issued.
 - Please attach list of possible vendors/booths to be part of event (food, retail, etc.).

Please submit application for permit at least 30 days in advance, but no sooner than one year in advance. For additional requirements please review Chapter 316 of The Codified Ordinance of the City of Kent. **Please be advised that the use of marking paint on City pavement, curbs, sidewalks or other property is prohibited except if purchased at cost from Service Department (330-678-8105).**

By signing this application, I am certifying that I have received a copy of the rules and regulations of Chapter 316 of the Codified Ordinances of the City of Kent, and I fully understand that should the permit be approved, it can be revoked if any of the provisions of this Chapter are violated.

J. Andrew Rome James Andrew Rome
Name of Applicant Signature of Applicant

Office Use. Do not write below this line. Sent to:
Safety, Service, Fire, Police, and Health Departments for review and approval
via email on 5/19/2020

MEMORANDUM AGREEMENT YES NO
APPLICATION APPROVED APPLICATION DISAPPROVED

PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.
Hope L. Jones June 3, 2020
Law Director Date

IF APPLICATION IS APPROVED, PERMIT WILL BE ISSUED BY THE CITY MANAGER.

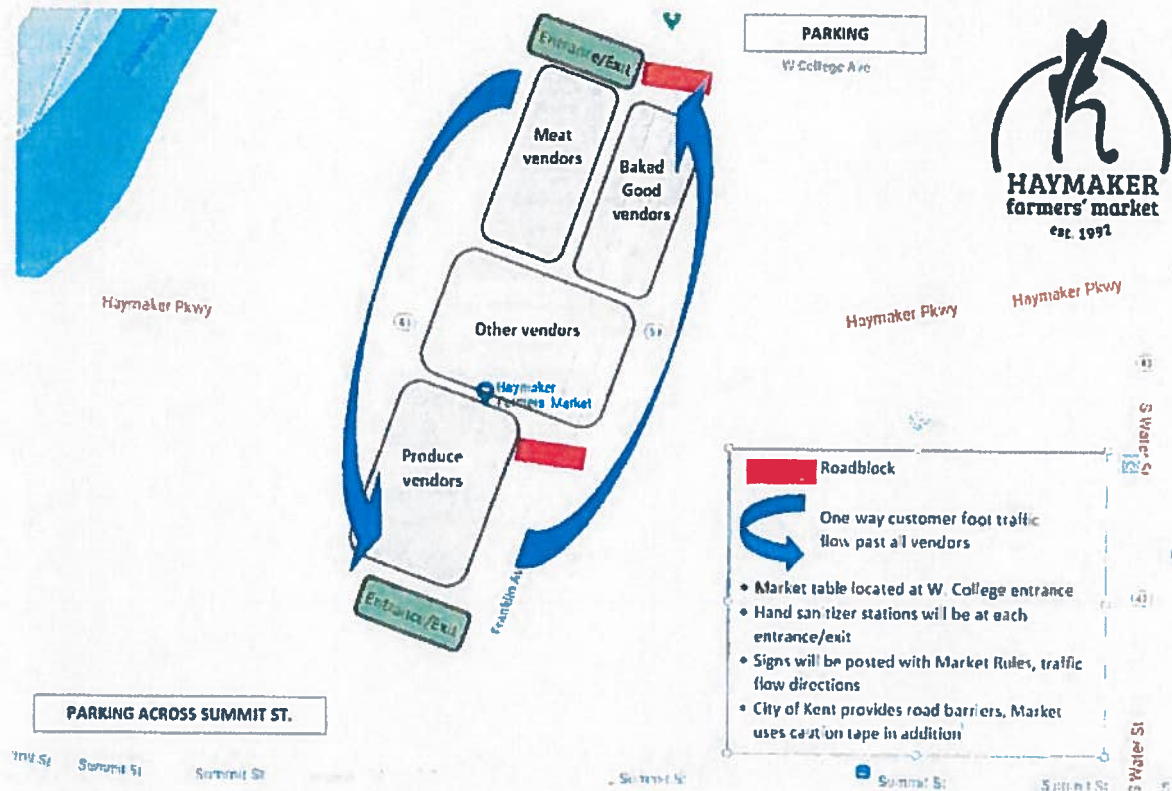
5/19/2020

City of Kent Application for Special Event: Haymaker Farmers' Market – Outdoor Season

Requesting: Closure of Franklin Ave. from W. College St through the area between the bike path & The Pub's parking lot.

Purpose: Additional space is needed for the Haymaker Farmers' Market to maintain COVID-19 appropriate distancing between vendors.

When: Every Saturday 7am-2pm (Market hours 9am-1pm), June 6th through October 31st



Business Impact: Road closure would not negatively impact any businesses. Access would be maintained to The Pub's parking lot and to the Treno parking lot.

Safety Plan: The Kent Health Department has approved the attached COVID-19 Market Health & Safety Plan – which requires the use of the additional space from closing Franklin Ave.

City Responsibilities: Per discussion with Briget Susel, no City of Kent staff overtime will be needed for road closure. Barricades will be delivered to the side of the Road on Fridays and will be placed at 7am Saturday mornings and removed by 2pm by Market staff.

2020 Haymaker Farmers' Market Outdoor Season Vendor List:

142 Redz
Barton Farm & Gardens
Bex
Birdsong Farm
Blue Sage
Brimfield Bread Oven
Busy B Bakery
Dogtown Bakery
Emily's Soaps
Fat T's Cookies
Goodell Family Farm
Heron Hill Farm
Hyde Park Farm
Isaac Mills Bakery
Jack's Mountain Orchard
Jo's Kettle Corn
JP Organic Farm
KC & Family Coffee
Klettlinger Greenhouse
Kline Honey
Leigh Farm
Martha's Farm
Mason Kisamore Family Farm
Next Generation Farm

Oak Tree Hydroponic Farm
Old Forge Dairy
Pao Vue Family Farm
Paradaze
Peanut Butter Mill Co
Perry's Naturals
Pete's Organic Teas
Savory Snackage
SCRATCH
Seasons MicroFarm
Shari's Berries
Simple Times Mixers
Smyrna Mediterranean Morsels
Swain Perennials
The Beckery
Tierra Verde Farm
Tiny Jelly Co.
Trailing Edge Farm
Unabandoned Herbals
Walnut Drive
Western Reserve Heritage Seed Co
Wolf Farms
Yumi Tumi Sidekick Sauce



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Ridgway & Associates Agency, Inc. 5929 Darrow Rd Hudson, OH 44236	CONTACT NAME: Kevin J Waldron
	PHONE (A/C. No. Ext): (330)650-1560 FAX (A/C. No.): (330)656-4039 E-MAIL ADDRESS: kwaldron@ridgwayins.com
INSURED Haymaker Farmers Market Andrew Rome PO Box 1412 Kent, OH 44240	INSURER(S) AFFORDING COVERAGE
	INSURER A: Western Reserve Group
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 00003444-44040 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		WLS 3411777460	06/25/2019	06/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Farmers Market Fruit / vegetable dealer

CERTIFICATE HOLDER City of Kent 930 Overholt Rd Kent, OH 44240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (KJW)
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER	Ridgway & Associates Agency, Inc. 5929 Darrow Rd Hudson, OH 44236	CONTACT NAME: Kevin J Waldron	PHONE (A/C No. Ext): (330)650-1660	FAX (A/C No.): (330)656-4039	
		E-MAIL ADDRESS: kevinw@ridgwayins.com			
INSURED	Haymaker Farmers Market Andrew Rome PO Box 1412 Kent, OH 44240	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Westam Reserve Group			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES

CERTIFICATE NUMBER: 00003444-47474

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL/INSUR/NSD/LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WLS 3411777460	06/25/2020	06/25/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPOP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SING. & LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Farmers Market Fruit / vegetable dealer

CERTIFICATE HOLDER

CANCELLATION

City of Kent
930 Overholt Rd
Kent, OH 44240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KJW)

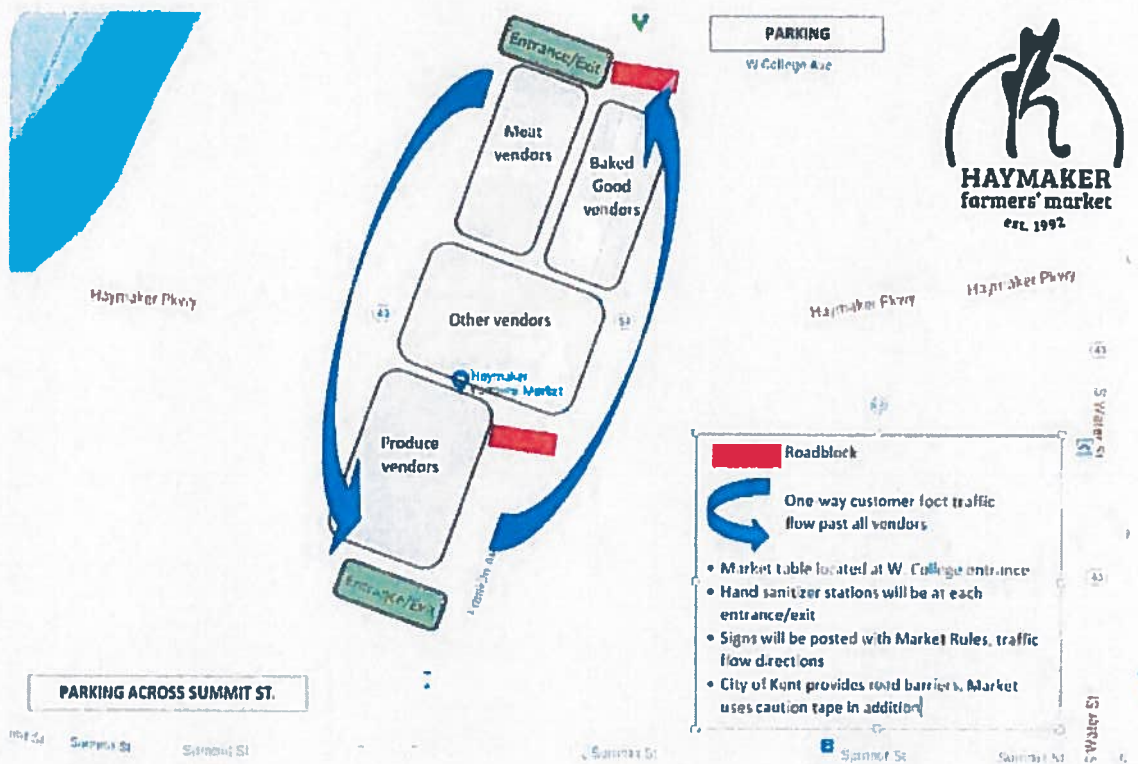
Haymaker Farmers' Market Walk Up Market Plan

Market Dates: Saturday, June 6th - Saturday, October 31st, 2020

9:00am-9:30am Open for vulnerable populations

9:30am-1:00pm Open for all customers

Market Site: Franklin Ave. parking lot (under Haymaker overpass) and on the street, with Franklin Ave. closed off from bike path to W. College St.



Market Responsibilities:

- The Market will mark 30' spaces for vendors, which includes 6' spacing between vendors. Vendors may keep their vehicles in their space, limiting vendor contact walking through the Market. Vendors arranged as a double lane of vendors in parking lot and a double lane of vendors on Franklin Ave.
- The Market will create two entrance/exit locations, on the Summit St side and the W. College St. side, and will staff those locations with volunteers, controlling the number of people who are in the Market at a time. The maximum capacity will be limited to 150 customers in the Market area.
- The Market will make hand sanitizer stations available to customers and vendors at the Market, located at each entrance/exit location.

- The Market will limit customer foot traffic flow at the Market to continue in a single direction, passing every vendor. Vendor types will be grouped together so that customers do not need to circle to find vendors.
- The Market will continue token sales during the Market. All tokens will be sanitized weekly.
- All Market employees and volunteers will be required to wear a face mask while at the Market.
- Market programming will be cancelled. Music performances will be cancelled for the month of June (at this time) and non-profit and community groups will not be allowed to table at the Market.



City of Kent Responsibilities:

- The City of Kent will drop road barriers to close Franklin Ave, between W. College St. and the bike path, each Friday before the Market. The Market will move these into position on Saturday morning.
- The City will provide additional barriers to be used in managing traffic flow.
- The City's Development Office will post no parking signs for the section of Franklin Ave. to be closed for 12am-2pm each Saturday. City Maintenance will remove vehicles.
- The City of Kent Health Department will visit the Market to review safety procedures during the Market and will provide additional guidelines as needed.

Vendor Responsibilities:

- Vendors will not come to market if sick or anyone in their household is sick
- Vendors must have two employees working at their booth during every Market. One person will handle products, one person will handle money.
- Vendors will wash hands before & after each Market and sanitize hands frequently during the Market.
- Vendors are required to wear masks covering their mouth and nose while at the Market.

- Wearing gloves at the Market is optional, but recommended.
- Vendors will have hand sanitizer available for customers to use as well. The Market will provide a limited supply to each vendor.
- Vendors accepting pre-orders will have pre-orders bagged, labeled and ready to go.
- Vendors will maintain 6' social distancing whenever possible. Vendors will arrange their display to maintain distance between customers and products, (such as keeping an empty table between customers and display).
- No Sampling of any food will be allowed.
- All vendors must sanitize their stands regularly, primarily wiping down tables, terminals, cash boxes, etc.
- Vendors will discontinue use of tablecloths and other porous materials. Vendors will be permitted to use baskets and display equipment made from wood, provided the customer does not have access to these items.
- Vendors should bring large signs with clear pricing, so shoppers can make decisions quickly. Vendors should display a 'Do Not Touch' sign. The market will have extra 'Do Not Touch' signs available for use if needed.
- Use only new paper or plastic bags for the packaging and sale of products. Customers will be permitted to bring their own reusable bags, but vendors will not be permitted to handle reusable bags from shoppers
- All vendors should either refrain from using their phones or use appropriate washing/sanitizing methods when moving to and from another task and using their phone.
- No touching, shaking hands, hugging, or any other personal contact with your customers, even though we all miss each other!



Customers Responsibilities:

- Customers are limited to 150 in the Market at one time.
- Customers will wash hands or sanitize hands before entering the market. Stations will be provided at each entrance/exit.
- Customers should not come to the market if you or any member of your household is sick.

- Only one member of your household should come to the market to shop to help us maintain social distancing.
- Only one customer at a booth at a time - maintain 6' distance while waiting.
- Please do not touch products, the vendor will bag your items for you.
- If you touch a product, you bought it. DO NOT touch any products prior to purchasing! Rather allow the vendor to select and bag products you wish to purchase.
- Please cover your mouth and nose with a cloth mask to help protect everyone
- Vendors will not touch reusable bags. If you carry one, vendor will hand you products in plastic bag to put into your own bag
- Please use hand sanitizer at booth after transaction
- Consider pre-ordering from vendors, in order to minimize time spent shopping at the Market.
- Customers shall wash produce before consumption.
- Pets are prohibited from the Market. Note: service animals are still permitted.
- Enter and exit the market through designated points. Our market is trying to manage traffic in a certain direction to assist with appropriate social distancing.
- Accept only new plastic or paper bags from vendors. You can use your own bags, but vendors may not handle them.
- Be patient and considerate. These are trying times for all of us and regardless of our own situation, we can be sure someone around us is struggling.





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 3, 2020
Re: Request Council Resolution to Certify Amounts and Rates

Please find attached a draft resolution accepting the amounts and rates of the City's various tax levies as determined by the Portage County Budget Commission, and further authorizing the necessary tax levies and certifying them to the Portage County Auditor. This is a recurring process that is required by Ohio Revised Code, Sections 5705.34 & 5705.35 to be submitted to the County Auditor before October 1st of each year.

I am respectfully requesting City Council's approval of this resolution as an unauthorized agenda item at the September 16, 2020 City Council Meeting.

Thank you in advance for your support of this request and the action being sought. Should there be any questions regarding this matter I would certainly be happy to respond accordingly.

Rhonda Hall

RESOLUTION NO. 2020-xxx

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR
(CITY COUNCIL)**

Revised Code, Secs. 5705.34 & 5705.35

The Council of the City of Kent , Portage County, Ohio, met in
 Regular session on the 16th day of September , 2020 at the
office of Kent City Council with the following members present:

Mr. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2021 ; and

WHEREAS, The Budget Commission of Portage County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of _____, Portage County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
 Rev. Code Sec. 5705.34 & 5705.35
 Office of the Budget Commission, Portage County, Ravenna, Ohio

To the Taxing Authority of:

KENT CITY

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED
 BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	AMOUNT APPROVED BY BUDGET COM- MISSION INSIDE 10 M. LIMITATION	AMOUNT APPROVED BY BUDGET COM- MISSION OUTSIDE 10 M. LIMITATION	COUNTY ESTIMATE RATE TO	AUDITOR'S OF TAX BE LEVIED
			INSIDE 10 M. LIMIT	OUTSIDE 10 M. LIMIT
	Column I	Column II	III	IV
General	\$1,460,547	\$325,326	3.6 & 0.9	1.16
Police Pension	\$125,889		0.30	
Fire Pension	\$125,889		0.30	
West Side Fire Station		\$256,250		0.73
Recreation		\$1,179,475		3.45
TOTAL	\$1,712,325	\$1,761,051	4.2 & 1.5	5.34

\$3,473,376

COUNTY AUDITOR'S ESTIMATE

419,629,880

COUNTY AUDITOR'S ESTIMATE Kent City	OF RATE IN MILLS Field LSD	Kent CSD
LEVIES INSIDE OF 10 MILL	LIMITATION	
County	2.00	2.00
City	1.50	4.20
School	6.50	3.80
JVS		
TOTAL:	10.00	10.00
LEVIES OUTSIDE OF 10 MILL	LIMITATION	
County	11.62	11.62
City	5.34	5.34
School	59.87	108.97
JVS	4.00	0.00
Library	0.00	1.80
Portage Park District	0.50	0.50
TOTAL:	81.33	128.23
TOTAL LEVIES:	91.33	138.23

Tax estimates as they will appear on the 2021 Official Certificate of Estimated Resources.

General Fund	\$1,785,873
Police Pension	125,889
Fire Pension	125,889
Westside Fire Station	256,250
Recreation	1,179,475
Tax Revenue Estimate	<u>\$3,473,376</u>

SCHEDULE B

LEVIES OUTSIDE 10 mill limitation

Levy Purpose	Date of Vote & Duration of Levy	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy
General	03/17/20 5 years	1.16	\$325,326
West Side Fire Station	11/03/15 5 years	0.73	\$256,250
Recreation	11/03/15 Cont	1.00	\$351,027
Recreation	11/03/15 Cont	0.43	\$150,942
Recreation	11/03/09 Cont	0.50	\$176,473
Recreation	11/07/06 Cont	1.52	\$501,032

and be it further RESOLVED, That the Clerk of this Council be, and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

- Mr. _____ , _____
- Mr. _____ , _____
- Mr. _____ , _____
- Mr. _____ , _____
- Mr. _____ , _____
- Mr. _____ , _____
- Mr. _____ , _____
- Mr. _____ , _____
- Mr. _____ , _____

Adopted the _____ day of _____, _____

President of Council

Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, Portage County.

I, _____, Clerk of the Council of the City of _____
, in said County, and in whose custody the Files and Records of said Council are required by the
laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from
the original _____

_____ now on file, that the foregoing has been compared by me with said original document, and that
the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, _____

Clerk of Council

Portage County, Ohio City

RESOLUTION ACCEPTING THE
AMOUNTS AND RATES AS DETERMINED
BY THE BUDGET COMMISSION AND
AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR.

(City Council)

Filed _____, _____

County Auditor

**CITY OF KENT AND KENT STATE UNIVERSITY MUTUAL AID AGREEMENT FOR
EMERGENCY POLICE SERVICES AND JOINT POLICE PATROL AUTHORITY**

THIS AGREEMENT made this ____ day of _____ 2020, by and between the City of Kent, Ohio, hereinafter called the "CITY", acting pursuant to Ordinance No. _____, passed _____, and Kent State University, hereinafter called the "UNIVERSITY", acting pursuant to Board of Trustees resolution 2009-38.

WITNESSETH:

WHEREAS, the CITY and the UNIVERSITY maintain separate police departments pursuant to Sections 3 and 7 of Article XVIII of the Ohio Constitution and the Ohio Revised Code Section 3345.04 AND 3345.041 respectively; and

WHEREAS, the CITY and the UNIVERSITY desire to provide for the mutual assistance and interchange and use of their police personnel and equipment in situations where one department needs and requests the assistance of the other; and

WHEREAS, the CITY, by virtue of Article XVIII of the Ohio Constitution, and the UNIVERSITY, by virtue of Ohio Revised Code Section 3345.041, are empowered to provide such mutual assistance by means of this Agreement;

NOW, THEREFORE, in consideration of the promises and obligations which are hereinafter set forth, the parties hereto agree as follows:

1) The law enforcement officers of the University shall have full authority to enforce both state laws and municipal ordinances while outside the jurisdiction of the University and in the Jurisdiction of the City if:

a) University officers observe violations or are responding to calls for services within the geographical boundaries of the joint patrol district, within the City of Kent. The joint patrol district is defined by the area described within the perimeter of the following streets: South Lincoln St. from Main St. southward to Summit St., west to S. Depeyster St., north to Haymaker Parkway, northeast to E. Main St., east to N. Lincoln St., north to Crain Ave., southeast to Wilson Ave., and southward to E. Main St., and westward on E. Main St. to the beginning point. The full right-of-way of each of these streets shall be included in the district; or

b) They are participating in a cooperative enforcement effort that has been approved in advance by the officers in charge of both jurisdictions; OR

c) Their assistance is requested by the police officer in charge of the city staff, and such assistance is approved by the police officer in charge of the University unless exigent circumstances necessitates the on-scene officer(s) to request the approval for assistance without delay.

2) The law enforcement officers of the City shall have the same authority provided to officers of the University within the same geographical boundaries of the joint patrol district, in other areas of the university upon approval as provided for in Section 1(b), or when their assistance is requested by the police officer in charge of the university staff and such assistance is approved by the police officer in charge of the City unless exigent circumstances necessitates the on-scene officer(s) to request the approval for assistance without delay.

3) The necessity, availability, and use of police equipment or personnel requested shall be subject to priority of use by the responding party within its own territorial limits. The discretion as to what police resources are necessary or available to the responding party for use in the emergency or disaster, lies solely with the Chief of Police of the responding party's police department, or designate. It is agreed there shall be no reimbursement by either party for loss or damage to equipment of the other while engaged in activity pursuant to this agreement.

4) Further, the parties may enter into mutual assistance for criminal investigations, or other public safety related functions which transcend the individual jurisdictional boundaries of the individual agencies. In such a circumstance, the parties may agree to enter into written memoranda of agreement regarding the nature and scope of such a joint operation.

5) When the UNIVERSITY's police officers are rendering assistance to the CITY in areas within the corporate limits of the CITY and not on UNIVERSITY property, they shall have full police authority commensurate with the authority enjoyed by the CITY's police officers.

6) In the event police resources are actively engaged within the territorial limits of the requesting party and such responding resources are required in the home area, the right is reserved to withdraw any and all of such police personnel and equipment for servicing the home area. It is agreed that no liability shall arise in any event for a failure to respond to a police emergency from a requesting party or for the necessary withdrawal of police facilities by either hereto.

7) A reasonable charge, as mutually agreed upon by the parties, may be made or levied for the services furnished in non-emergency situations by either party pursuant to the Agreement. Each party shall assume the expense of loss or damage to equipment or apparatus that may occur while in the requesting party's territorial limits or while responding to a call pursuant to this Agreement. The CITY will not indemnify and hold harmless the UNIVERSITY for any damages awarded by the Court of Claims in any civil action arising from any action or omission of any UNIVERSITY law enforcement officer acting pursuant to the Agreement. The UNIVERSITY will not indemnify and hold harmless the CITY for any damages awarded by the Court of Claims in any civil action arising from any action or omission of any CITY law enforcement officer acting pursuant to the Agreement. In addition, to the extent provided for in Ohio law, each party expressly waives any and all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a result of or in connection with the performance of this Agreement. Nothing in this Agreement is intended to interfere with or waive the statutory rights and protections provided to each party including but not limited to immunity and indemnities provided by Ohio law.

8) All personnel of the responding agency, when responding to a call from a requesting agency, shall be acting within the scope of their employment of the responding party while en route to, en route from and while acting within the territory of the requesting party and shall report promptly to the senior ranked officer of the requesting party or other officer requesting assistance.

- 9) When additional assistance is called, pursuant to the terms of this contract, the senior police officer of the requesting party present and in charge of the department of such party shall have full charge of and authority over any assisting equipment and personnel responding pursuant to such a call.
- 10) Police officers who are rendering emergency assistance to the other department shall be entitled to all the rights and benefits of the Chapter 4123 of the Ohio Revised Code and the police pension fund, as applicable, to the same extent as when performing services within their respective territories.
- 11) Radio communication between parties shall be conducted on radio frequencies shared by both parties.
- 12) Neither of the parties hereto shall be liable for any damages to the other party for failure to answer, neglect in answering any call for additional police protection, for inadequacy, negligent operation of equipment and apparatus, for any cause whatsoever growing out of such use of said equipment and apparatus, or lack of performance of duties by police department members. Neither of said parties shall be liable in any manner or event for damages for personal injuries suffered by any member of said police department of the other contracting party hereto.
- 13) This Agreement shall be in effect for the period beginning _____ through _____, provided however, that either party may withdraw from such mutual aid agreement upon giving the other party at least sixty (60) days prior written notice to such effect.
- 14) The parties agree herewith to an annual review of administrative procedures, policies, and their effects as may relate to the operation of this Agreement.
- 15) This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented or any rights herein waived, unless such amendment or modification to this Agreement is (1) in writing; (2) refers to this Agreement and (3) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

Signatures on the following page

INTENDING TO BE LEGALLY BOUND, said parties hereby have, upon the dates hereinafter set forth, caused this Agreement to be executed.

KENT STATE UNIVERSITY:

BY: _____ DATE: _____
Mark Polatajko
Senior Vice President
Finance & Administration

CITY OF KENT, OHIO:

BY: _____ DATE: _____
David Ruller
City Manager



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

Date : September 9, 2020

To : Kent City Council

From : Tom Wilke

Subject : DORA Update

When Council approved the Kent Downtown Dora on June 17, it was with the understanding that the program would be revisited after 90 days when Council would evaluate the results and feedback to date and determine the future of the DORA. To that end, the following efforts have been made to gather feedback from the involved stakeholders for Council's consideration:

Main Street Kent surveyed the downtown liquor permit holders and received the attached comments which are generally very favorable. MSK intends to continue to survey the businesses and to pass along any relevant issues to City staff for action as needed.

I have interacted regularly with both the Police Department and the Health Department and both departments have reported NO issues directly related to the DORA. This includes no evidence of minor consumption of alcohol, a lack of outdoor social distancing or the presence of any excessive litter.

It was noted by both departments that other issues unrelated to the DORA do exist in downtown such as minor vandalism, "rowdyism" and lack of social distancing within some establishments. These issues existed before the DORA and appear to be unrelated to its implementation. The good news is that even these issues seem to be on the decline.

Hope Jones has indicated that a voice vote is all that is need for council to determine how to proceed with the DORA and based on the feedback received from the stakeholders, it does not appear that any changes are warranted.

Thank you for your consideration.

cc: Hope Jones
Bridget Susel
Amy Wilkens
Patti Long



Downtown Kent DORA Survey #1 Results
40% response rate (10 of 25 businesses responded)
Program active for one month

How has the DORA affected your business?

- **Very positive impact** - the ability to sell DORA beverages has helped tremendously - **40%**
- **Moderate impact** - the ability to sell DORA beverages has helped somewhat - **50%**
- **No impact** - the ability to sell DORA beverages has not helped at all - **10%**
- **Negative impact** - the ability to sell DORA beverages has had a negative effect - **0%**

What issues, if any, are you having with the DORA?

- At peak times when we're busy with lots of carryout, it becomes a little difficult with social distancing, but everybody is trying to cooperate.
- People's lack of awareness.
- People want larger cups.

What positive results are you seeing from the DORA?

- It's bringing people downtown that probably wouldn't so much at this time. They even bring lawn chairs, get a DORA and relax. DORA is all ages.
- 30-40% of sales are through DORA service - not sure if we'd have had those sales otherwise.
- People are stoked to have drinks outside.
- Older adults at our bar utilizing the DORA during the day to try our drinks and walk around.
- Selling a few more drinks.
- People are out and about!
- DORA has helped to expand capacity of our patio to serve additional guests. DORA allows for an enjoyable outdoor dining experience combined with the option to consume alcoholic beverages in a safe and socially distanced environment.
- New faces coming in!

Please share any other general DORA comments.

- I think it's a real positive benefit to the businesses and the people. It gives them a great escape. Thank you!!!
- I don't think DORA is hurting anything, but I don't see that it is actually driving greater sales.
- It's great! We just pulled the last two sleeves of cups out of the box.
- We've gotten a little business from people getting DORA drinks but only a few a day. I think it just needs to get out there a little more so people are aware of it. But at the same time, a lot of people don't feel safe going out, so there's only so much that can be done.
- Thanks for making this happen! What a good addition to encouraging people downtown.
- I think this new initiative has created a new buzz and excitement and is a benefit to our downtown businesses.