



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: May 13, 2011
TO: Dave Ruller, City Manager
FROM: Bridget Susel, Grants & Neighborhood Programs Administrator
RE: Council Committee Agenda Request: NSP Program
CC: Linda Copley, Clerk of Council
Gary Locke, Community Development Director

B.S.

Community Development staff have begun working on the second phase of the Neighborhood Stabilization Program (NSP) grant, which involves the new construction of a minimum of three (3) new residential structures on parcels that have been cleared of blighted properties. Staff had a blighted structure located at 350 Harris Street demolished in 2010 and now staff is interested in acquiring the parcel and two (2) adjoining parcels to use for the residential redevelopment phase of the grant.

The parcels staff is interested in purchasing are part of the Jerry Sales estate and these parcels are going to be sold at auction on July 26, 2011. The combined appraised value of the three (3) parcels is \$8,000-\$10,000. The starting bid amount at the auction will be 2/3 of the appraised value (\$5,300) and staff anticipates it will be able to acquire the properties close to the starting bid price.

The Community Development staff is respectfully requesting Council Committee time to discuss the proposed acquisition of the parcels and to seek Council's approval, with an emergency declaration, for the acquisition of the three (3) parcels located at 350 Harris Street.

If you need any additional information in order to have this item added to the June 1, 2011 Council Committee schedule, please let me know.

Thank you.

Property # 3A / 3B / 3C

350 Harris St. corner of Pine

(3A) Parcel # 17-007-10-00-032-000 main parcel

(3B) Parcel # 17-007-10-00-034-000

(3C) Parcel # 17-007-10-00-033-000

Single Family Home on the corner of Harris and Pine St.
see 3 parcel legals attached appx 600 sq ft.

year built remodeled 1940

Lot size of all 3 parcels totals 198 'X 60'

This house appears to be in need of extensive renovation which has a detrimental affect on its value. The cost of renovation would in all likelihood would not be a cost effective measure.

The value of this house with the 3 parcels is \$8,000 to \$10,000
The value is primarily in the land.



Steve Boyles

6/17/09

NE 1/4 9-30-91
 NE 1/4 11/4/616
 NE 1/4 -070
 145
 8.00

M. L. CICCONI,
 TRUSTEE -036
 10-28-99 198.00
 105 55.00

E STREET 60' R/W

146
 86.00
 035
 86.00

148.00
 160.00
 -032
 J. D. SALES
 10-14-68
 529/255
 148.00
 104 60.00
 38.00
 -1241-
 -034
 38.00
 12
 -033

147
 -072

NOEL M. OR NANCY L.
 BLANKENSHIP
 11-18-76 -031 935/618
 5-7-82 995/138
 103 60.00

148
 -073

ROBERT L.
 CROCKER -030
 2-4-66 1-8-2007
 8-26-99
 102 60.00

149
 -074
 (P7376)
 149.00

-029
 P. S. NEBE
 11-5-93 1151/218
 101 60.00

15
 CHERYLE L.

-028
 D. J. OR J. R. RADER
 10 60.00

20' ALL



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Mr. Ruller
From: Bill Lillich
Subject: Franklin Township fire service agreement
Date: May 13, 2011

Mr. Ruller,

As you are aware, we delayed the final negotiations with Franklin Township for the past twenty months due to the potential changes that may have been the result of the on-going PAFERS fire service study. We have continued to operate on a continuing service agreement during this time. But now, since the PAFERS study has not resulted in acceptance or substantial changes in service, we have met with the Franklin Township officials in order to finalize a permanent agreement.

Attached is the final draft of the new agreement. The agreement itself is substantially the same as its predecessor, except for the following changes:

1. The rate procedure remains the same, by dividing the current year Fire Department operating budget total by the number of incident responses during the previous calendar year.
2. If there is an increase, and the increase exceeds \$35 per incident (was previously \$25) the increase is capped at \$35.
3. If the differential between the rate that results above is greater than 8% (previously 10%), the parties meet to determine how to reduce the differential.
4. Maintenance and upkeep of current vehicles remains the same, but the Township has agreed to participate with the City in cost sharing for the purchase of major vehicle equipment purchases that exceed \$600,000.
5. The parties have agreed to work jointly with a new Township employee that will be responsible for conducting annual fire inspections in the Township areas. This will enable coordination of data and systems, as well as building the availability of structural information in an electronic database. The Chief will be regarded as the Township's Fire Protection Officer for tactical purposes. Both of these duties will be established in a Memo of Understanding between the City and the Township.
6. The term of the will again be ten years. In order to avoid any potential lapse in the service coverage agreement at the end of the term, the contract will revert to a continuing month-to-month until a new agreement can be prepared, authorized and executed.
7. Severability provisions have been added to include any multi-jurisdictional changes resulting from the implementation of any operational changes resulting from the PAFERS Study implementation.

We request that this document be forwarded to the Kent City Council in order to get their review and approval during the scheduled Council meeting in June.

Thank you,

William Lillich
2011043

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2011, by and between the CITY OF KENT, OHIO, hereinafter referred to as the "CITY" and the FRANKLIN TOWNSHIP, OHIO, hereinafter referred to as the "TOWNSHIP," for purposes of contracting for the provision of fire, emergency medical, rescue and **assisting fire inspection services** by the CITY for the TOWNSHIP, and defining the terms and conditions for providing those services.

NOW, THEREFORE, in consideration of the promises of the parties herein, it is mutually agreed as follows:

1. The CITY shall answer all calls concerning fire, rescue and emergency medical related incidents as received from any person in those portions of Franklin Township outside the corporate limits of the City of Kent, Ohio, and the Villages of Brady Lake and Sugar Bush Knolls, Ohio. In responding to such incidents, the CITY shall make use of CITY Fire Department personnel and equipment as may be necessary and available under the circumstances.
2. This Agreement for fire protection and emergency medical services of the TOWNSHIP by the CITY shall be in force from January 1, 2011, through December 31, 2020.
3. During the period of this agreement, the TOWNSHIP shall make payment for these services which fees shall be calculated by the following process:
 - a. The CITY shall determine an average cost per incident in January of each year, based on the approved total Fire Department budget for the current fiscal year, divided by the total number of incident responses during the previous calendar year. The rate will be determined by the following calculation:
 - (1). The anticipated personnel and operating and capital expenses as defined in the City's budget will be summed, excluding engine reserve and capital building debt funds.
 - (2). The sum determined in item (1) will be divided by the number of service incidents that were responded to by the fire department during the preceeding calendar year. The resulting figure will be the service rate for the new year, to be applied on monthly billing statements.
 - b. The new rate for the beginning of the service year will not increase more than **\$35.00** per incident in each new service year, unless the cost to the TOWNSHIP becomes **eight percent (8%)** or more below the average per incident cost to the CITY. If that occurs, the parties agree to meet to renegotiate the billing rate procedures in this agreement.
 - c. The CITY will notify the TOWNSHIP of the new rate by February 1st of each calendar year, or as soon as the rate can be calculated after the final City budget has been adopted.

- d. The TOWNSHIP shall acknowledge and authorize the new rate and return by March 1st, a signed Agreement which shall be considered an addendum to this Agreement.
 - e. If the CITY collects monies from ambulance billing for ambulance responses to the TOWNSHIP, the amount charged to the TOWNSHIP will be reduced by the net amount collected. This adjustment shall be calculated into the monthly billing for the previous month's service, but will not include overdue payments which have been transferred to a collection agency.
 - f. In the event of the failure of a levy placed on a future ballot by Franklin Township, to provide the necessary revenues to meet the obligations of this contract, the parties agree to confer to determine the means to adjust the level of service and costs. No adjustments will be considered that are intended to reduce response capabilities in a manner that the Fire Chief determines will impact the safety of the department's personnel.
 - g. The CITY shall provide for telephone answering and fire dispatch communications for the TOWNSHIP (excluding primary E9-1-1 service) via established communication systems
- 4. The CITY will be responsible for personal injury and damage to its personnel and equipment, while going to or from and while responding to the TOWNSHIP fire, emergency and other related calls, and shall save said TOWNSHIP free and harmless from any liability by virtue thereof.
 - 5. The CITY shall be an independent contractor servicing the Township, and as such, pay for CITY personnel withholding and any other taxes, retirement, insurance plans, unemployment compensation, and workers' compensation as may be required by law, but not limited thereto.
 - 6. The CITY shall have the authority to use any and all current and future TOWNSHIP equipment for fire and emergency medical services.
 - 7. Maintenance, upkeep and replacement of Franklin Township owned vehicles;
 - a. The CITY shall provide maintenance and upkeep and pay the cost of repair of TOWNSHIP fire and emergency rescue apparatus and equipment in the CITY's control and housed in the CITY's fire stations, to a maximum cost of \$500.00 per breakdown incident. The TOWNSHIP will be responsible for major repairs of over \$500. The TOWNSHIP shall provide apparatus insurance coverage as required by law for the vehicles which are owned by the TOWNSHIP.
 - b. Franklin Township will continue to provide an engine, a grass fire vehicle, and an ambulance through the course of this agreement, **and agrees to participate with the City for sharing the cost of any major vehicle purchases (in excess of \$600,000) necessitated by wear and tear, irreparable damage or obsolescence.**

8. Plan review and fire inspection responsibilities;
 - a. The TOWNSHIP acknowledges that from time to time, it receives plans of new commercial, industrial and sub-division construction for zoning or other inspection or review. The TOWNSHIP agrees it shall provide copies of any and all plans for new construction to the FIRE CHIEF for purposes of planning for necessary fire protection equipment in the new facility, planning for effective fire suppression deployment, and review for fire safety hazards.
 - b. **The City further agrees to assist in the review, training and coordination of inspections by a fire inspector hired by the Township, with duties that may be defined in a separate Memo of Understanding between the Township and the Fire Chief.**
 - c. **The Township may designate the Kent Fire Chief as the Township's Fire Protection Officer for purposes of meeting fire response requirements, which duties shall be defined and limited within the fire inspection Memo of Understanding.**

9. NOTIFICATIONS AND REPORTS
 - a) The TOWNSHIP shall continue to furnish two (2) current maps whenever they are updated, showing all TOWNSHIP roads and further will promptly notify the City Fire Department of all closed or impassable roads in the TOWNSHIP:
 - b) The CITY shall furnish monthly reports of all calls answered or responded to, in the TOWNSHIP not later than 30 days after that month.
 - c) The CITY shall furnish a monthly billing activity report of emergency ambulance service.

10. The CITY and the TOWNSHIP do hereby agree that this Agreement is made pursuant to Resolution of the TOWNSHIP and Ordinance of the CITY.

11. The parties further agree that this Agreement supersedes any other Agreement between the parties, replacing an agreement in force from January 1, 2001, through December 31, 2009, and temporary service agreements through 2010-2011, and that the terms agreed to in this document will be applied retroactively to January 1, 2011. **If the term of this agreement is exceeded and no notice to sever has been issued by one of the parties to the other, the terms of this agreement will continue on a month-to-month basis until a new agreement can be prepared, authorized and executed.**

12. The parties recognize that a process of evaluation for the "blending of services" is continuing within several fire jurisdictions within Portage County. Further, it is recognized that some recommended changes may impact the level or manner of service that is provided by the Kent Fire Department as a part of that effort. In this regard, the parties agree to the following:
 - a) **One member of the Township Board of Trustees will participate with the PAFERS committee as the service proposals are considered, and will regularly report the results to the other members of the Board.**

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- b) The parties agree to meet and review any service and/or financial consequences of any proposed changes that are being considered.
- c) If the impact appears to have an adverse effect on either party to this agreement, the agreement can be ended by invoking the severability article of this agreement.

13. Severability. Either party to this agreement may move to sever the agreement by submitting a "notice to sever fire service agreement" in writing to the other party. The severing of the agreement will then take place on the first day of the month, after twenty-four calendar months after the notice is received.

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IN WITNESS WHEREOF, the City of Kent, Portage County, Ohio, has caused to affix hereto its corporate name by the City Manager and said Franklin Township, Portage County, Ohio, has caused to be hereunto affixed its corporate name by the Trustees of said Township this _____ day of _____, 2011.

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Signed in the Presence of:

For the FRANKLIN TOWNSHIP

By: _____
Keith Benjamin, Trustee

By: _____
Mark Beckwith, Trustee

By: _____
Gary Falstad, Trustee

For the CITY OF KENT

By: _____
Dave Ruller, City Manager

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Approved as to Form:

James R. Silver, Law Director

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE

MEMO

May 17, 2011

To: Dave Ruller, City Manager

From: Gene Roberts, Service Director

RE: Revision of Central Maintenance Management Structure

The current Central Maintenance Manager, Jack Hogue, has announced his retirement effective July 1, 2011. Jack's retirement provides an opportunity to review the management structure in the Central Maintenance Division and is the purpose of this Memo to make recommendations for the future management of the Division.

The current management structure provides for a Central Maintenance Manager assisted by the Arborist Supervisor. The Manager's position has the added responsibility of the previous Water Distribution Specialist and is in Pay Classification II-A. The Supervisor's position includes the responsibilities of the City Arborist and is in Pay Classification IV.

The proposed management structure would provide for a Facilities Manager and a Utilities Manager position, both positions would be in Pay Classification III, aligning with the managers of the Water Reclamation and Water Treatment Facilities. The total difference in salary cost would be \$3,792 or an increase of 2.6% based on top of salary classification, however, neither position would be filled at top of classification salary and the actual cost for the management change of Central maintenance is estimated to reduce by minus 0.4-percent the first year.

The Utilities Manager's responsibilities will include oversight and responsibility of water distribution, sanitary sewer collection and storm water collection systems plus backup to the Facilities Manager in his/her absence. The Facilities Manager's responsibilities will include oversight and responsibility of traffic signals, signs, pavement, sidewalks, city trees, landscaping and building maintenance plus backup of the Utilities Manager in his/her absence.

As the facilities and utilities maintenance has become more technically complex the siloing of specialties has become more desirable. By example meter reading has mostly been converted to a radio read system and the ability of all staff to be fully familiar with all aspects of the meter reading system is no longer practical. Proposed for this example would be all employees trained at a base level with sufficient number of employees trained at a higher technical level to provide staffing at all times, a more cost effective method.

The requested change in the Central Maintenance management structure will not change bargaining unit employee positions. The current process of cross training bargaining unit staff will continue and no change to the current callout procedures will be made. Assignments will be made based on skill set and employee desire to work in a given area of responsibility with diversion only for cross training and backfilling when needed.

The anticipated benefit in the requested change to the management structure of the Central Maintenance Division will be experienced in the span of control. Currently the Central Maintenance Manager is responsible for all areas of operation plus the additional responsibilities of the Water Distribution Specialist who is recognized by the Ohio Environmental Protection Agency as the licensed operator of the City water distribution system. Separation of the facilities and the utilities components of the Central Maintenance Division will provide for a higher level of specialization in the individual areas which will result in a higher level of service and production with a decreased span of control.

In order to implement the changes outlined above a modification to the current position allocation ordinance is required. I respectfully request consideration by Kent City Council at their June 1, 2011 committee meeting.

Cc: Jim Silver, Law Director
David Coffee, Budget & Finance Director
James Bowling, P.E., City Engineer
Liz Zorc, Human Resources Manager
Jack Hogue, Central Maintenance Manager
Gerald Shanley, City Arborist/Supervisor
Bob Kish, Chief Operator
Max Gilliland, Chief Operator
Chris Sample, Chief Operator
John Osborn, Master Mechanic
file

CITY OF KENT
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller
Dave Coffee
Linda Copley

FROM: Jim Bowling

DATE: May 17, 2011

RE: Bar'N Site Environmental Closure - Appropriation Request

The engineering division is requesting council time to consider an appropriation request of \$50,000 to work with the Bureau of Underground Storage Tank Removal (BUSTR) to achieve a No Further Action (NFA) determination for the Bar'N site. The tank and the hazardous materials on site were previously removed. The soil around the tank has been sampled, tested and the results submitted to BUSTR. Two sample locations were tested. Of the battery of chemicals tested, there were a combination of fourteen chemicals metals and compounds that were above detection limits. The sample taken along the north wall of the tank location came up clean for residential contact limits (most strict contact limits). Some of the compound's/metal's concentrations were greater than the permissible contact limits for residential usage in the sample taken below the tank. Once these results were found, BUSTR regulations require additional testing and possible mitigation to achieve the NFA statement. The appropriation request is to perform additional testing and some amount of possible mitigation for the site. It should be noted that none of the compounds/metals tested exceeded the contact limits for commercial or construction contact limits.

C: Gene Roberts
Rhonda Boyd
file

**City of Kent
Income Tax Division**

April 30, 2011

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

Monthly Receipts

Total receipts for the month of April, 2011	\$1,057,137
Total receipts for the month of April, 2010	\$1,026,687
Total receipts for the month of April, 2009	\$993,055

Year-to-date Receipts and Percent of Total Annual Receipts Collected

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through April 30, 2011	\$3,696,160	35.20%
Total receipts January 1 through April 30, 2010	\$3,573,829	34.19%
Total receipts January 1 through April 30, 2009	\$3,654,448	34.86%

Year-to-date Receipts Through April 30, 2011 - Budget vs. Actual

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2011	\$ 10,500,000	\$ 10,500,000	\$ 3,696,160	35.20%	64.80%

Comparisons of Total Annual Receipts for Previous Five Years

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

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

2011 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
as of Month Ended April 30, 2011

Month	Monthly Receipts			Comparisons	
	2009	2010	2011	Amount	Percent Change
January	\$ 731,968	\$ 952,296	\$ 1,026,357	\$ 74,061	7.78%
February	1,083,705	785,233	788,986	3,753	0.48%
March	845,720	809,613	823,680	14,067	1.74%
April	993,055	1,026,687	1,057,137	30,450	2.97%
May	988,003	877,364			
June	867,634	798,635			
July	824,083	828,960			
August	858,853	865,224			
September	729,239	762,176			
October	886,840	961,274			
November	820,876	880,655			
December	852,239	904,915			
Totals	\$ 10,482,215	\$ 10,453,032	\$ 3,696,160		

Month	Year-to-Date Receipts			Comparisons	
	2009	2010	2011	Amount	Percent Change
January	\$ 731,968	\$ 952,296	\$ 1,026,357	\$ 74,061	7.78%
February	1,815,673	1,737,529	1,815,343	77,814	4.48%
March	2,661,393	2,547,142	2,639,023	91,881	3.61%
April	3,654,448	3,573,829	3,696,160	122,331	3.42%
May	4,642,451	4,451,193			
June	5,510,085	5,249,828			
July	6,334,168	6,078,788			
August	7,193,021	6,944,012			
September	7,922,260	7,706,188			
October	8,809,100	8,667,462			
November	9,629,976	9,548,117			
December	10,482,215	10,453,032			
Totals	\$ 10,482,215	\$ 10,453,032			

2011 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended April 30, 2011

Month	Monthly Receipts			Comparisons	
	2009	2010	2011	Amount	Percent Change
January	\$ 344,562	\$ 422,779	\$ 406,862	\$ (15,917)	-3.76%
February	346,921	328,502	336,710	8,208	2.50%
March	344,275	349,936	362,390	12,454	3.56%
April	346,865	350,591	357,231	6,640	1.89%
May	340,901	348,819			
June	335,596	345,261			
July	320,155	334,650			
August	366,601	381,241			
September	287,150	291,775			
October	348,108	370,956			
November	353,917	370,551			
December	355,737	372,404			
Totals	\$ 4,090,788	\$ 4,267,465	\$ 1,463,193		

Month	Year-to-Date Receipts			Comparisons	
	2009	2010	2011	Amount	Percent Change
January	\$ 344,562	\$ 422,779	\$ 406,862	\$ (15,917)	-3.76%
February	691,483	751,281	743,572	(7,709)	-1.03%
March	1,035,758	1,101,217	1,105,962	4,745	0.43%
April	1,382,623	1,451,808	1,463,193	11,385	0.78%
May	1,723,524	1,800,627			
June	2,059,120	2,145,888			
July	2,379,275	2,480,538			
August	2,745,876	2,861,779			
September	3,033,026	3,153,554			
October	3,381,134	3,524,510			
November	3,735,051	3,895,061			
December	4,090,788	4,267,465			
Totals	\$ 4,090,788	\$ 4,267,465			

2011 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended April 30, 2011

Comparisons of Total Annual Receipts for Previous Five Years

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