# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 2, 2012

TO: Dave Ruller, City Manager

FROM: Bridget O. Susel, Interim Community Development Director

RE: Property Maintenance Code

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In response to Councilperson Shaffer's recommendation that Council review the City's Property Maintenance Code, time has been scheduled during the March 7, 2012 Council Committee session for Community Development staff to discuss this issue with Council members.

The provisions included in the current Property Maintenance Code limit the City's enforcement parameters to identifying and correcting building code compliance issues on the exterior of properties only. This limitation to addressing code compliance concerns associated with the exterior of a property only, means that possible interior code violations that may be reported to the City cannot be investigated and, in cases where conditions are found to be substandard, needed corrective actions cannot be enforced.

Community Development staff will be prepared to discuss the current status of the City's Property Maintenance Code and how it varies from property maintenance code models utilized in some other Ohio communities. Staff welcomes the opportunity to discuss this important topic and will be prepared to answer any questions members of Council may have concerning this issue.

Please let me know if you have any questions about the City's Property Maintenance Code prior to the scheduled March 7, 2012 discussion.

Thank you.

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 •
www.KentOhio.org

December 16, 2011

Carol J. Crimi
672 Longmere Drive
Kent. Ohio 44240

Jerry T. Fiala, Mayor an President of Council
Members of Kent City Council
217 East Summit Street
Kent, Ohio 44240

**RE: Housing Code**

Dear Mayor Fiala and Members of the Kent City Council:

As a citizen who owns a home in Kent, I urge you to adopt codes that more effectively preserve and improve the quality of the housing stock and commercial properties within our City. My concern regarding this issue has been brought to the forefront recently by a case involving five Kent State students. A complaint these gentlemen filed with the City of Kent Health Department resulted in a determination by city officials that the rental house in which they were living is unfit for human habitation. Consequently, these five students were rendered homeless in the middle of the current semester. This case highlights the need for a more adequate and enforceable interior housing code.

I believe that situations of this nature can be avoided in the future if the City adopts the existing State of Ohio Building Code. While I am aware that you have taken the step of adopting a more stringent exterior code, the case referred to above emphasizes the need for a stronger *interior* building code.

In addition to a stronger interior code, I encourage you to also adopt a "point of transfer" inspection requirement. I saw this type of ordinance work very effectively a number of years ago when I was involved in the sale of commercial properties in Bedford Heights, Ohio. Under the Bedford Heights Code, the building inspector performed an inspection prior to the closing of the transfer of any commercial or residential property. The parties were encouraged to bring the property into compliance with the code prior to closing. If the parties failed to do so or it was not possible to complete the required improvements prior to closing, the city determined an amount to be escrowed to cover the cost and the inspection report became part of the closing instructions. The new owner was given a reasonable amount of time in which to make the repairs with the ability to draw the funds from escrow once the improvement was completed and passed inspection. If the new owner failed to complete the improvements within the time allotted, the city was entitled to have the improvements accomplished and paid from escrow.

By both adopting the Ohio Building Code and implementing a "point of transfer inspection", the City of Kent can achieve the gradual upgrading of both commercial and residential properties. By this means, we can avoid repeating the saga of an "Old Hotel" or displacement of renters as has occurred recently. In addition, we can avoid using valuable resources to raze uninhabitable properties, promote public health, protect values for homeowners and continue to enhance the local climate for further economic development.

In closing, I congratulate you on passing an improved exterior code, in finding a creative resolution to the problem of the "Old Hotel", and for the enormous strides in economic development that have been accomplished in the last several years. I urge you to make improvements to the housing code that are vital to sustaining this progress.

Thank you for your time and consideration.

Sincerely,

Carol J. Crimi

Carol J. Crimi

cc: David Rueller, City Manager
Dan Smith, Director of Economic Development
Bridget Susel, Community Development Department
Jeff Neistadt, Health Commissioner
Robert Nitzche, Chief Building Official
James Silver, Law Director
Erik Fink, Assistant Law Director

KENT STATE UNIVERSITY



February 20, 2012

Kent City Council
217 East Summit Street
Kent, OH 44240

Dear Kent City Council:

On behalf of Kent State University administration, please accept this letter of support in regards to the City of Kent's contemplation of adopting the State of Ohio Property Maintenance Code in its entirety. The passing of the code is not meant to be punitive but rather to move Kent one step closer in developing a stronger and safer community for all those who reside in rental properties across the City of Kent. I'm not so naïve to not understand that there are challenges related to the implementation, enforcement and follow-up to these issues. On the other hand, with the City of Kent's aging housing stock of rental properties, the lack of response in this area is concerning and could result in some very serious and tragic outcomes.

Collaboration between the City of Kent and Kent State University can make an overall difference in the quality of life as well as the safety of those that live in rental properties within the City of Kent. It has been exciting to observe the continuous progress that has been made over the last few years. The adoption of the Property Maintenance Code in its entirety would be the next logical step to assist in assuring a more ascetically pleasing but even more important a safer living environment for all City of Kent renters.

If at any time the university administration can assist in anyway regarding the future implementation of this potential code change, please feel free to call me directly at 330-672-4050.

Respectfully,

Gregory I. Jarvie
Vice President for Enrollment Management and Student Affairs

**Office of the Vice President for Enrollment Management and Student Affairs**
P.O. Box 5190 • Kent, Ohio 44242-0001
330-672-4050 • Fax: 330-672-2600 • http://www.kent.edu

# CITY OF KENT, OHIO

## DEPARTMENT OF ECONOMIC DEVELOPMENT

**Date:** **February 28, 2012**

**To:** **David Ruller, City Manager**
**James Silver, Law Director**
**Linda Copley, Clerk of Council**

**From:** **Dan Smith, Economic Development Director**

**Subject:** **Job Creation Tax Credit (JCTC) for Franklin-Kent JEDD**

As previously approved by Kent City Council, our economic development tool box includes our local City of Kent JCTC. This program was recently utilized to help secure the MAC Trailer investment and location to our community, our largest new manufacturer in several decades. The program is governed by the Ohio Revised Code and includes the following parameters:

- The program is restricted to non-retail oriented firms only.
- The program is open to those firms that are new to the City of Kent, or existing companies that are expanding, and who meet the program requirements.
- Depending on the projected payroll to be generated for each qualifying job, the required minimum number of full-time, or full-time equivalent jobs that must be created and maintained by the company within a three-year period is either 10 or 25 employees.
- For companies currently operating in the City of Kent, the existing employment and payroll figures must be maintained in addition to the creation of the requisite number of new jobs.
- New jobs must pay a wage rate at, or above, 150% of the Federal Minimum Wage.
- To be eligible, the company must concurrently secure a tax credit through the State of Ohio Job Creation Tax Credit program as specified by the Ohio Revised Code Section 122.17.

Given the recent successful use of this program and the parameters listed above, I am requesting we approve this program for use in our Joint Economic Development Districts as well. I have presented this option to both the JEDD Board as well as the Franklin Township Trustees. All are in agreement, if a potential project meets the criteria in our current JCTC program, it would be a useful program to extend to the JEDD in support of attracting investment and high paying jobs.

In exploring the option to implement this program in the Franklin JEDD, I contacted the Ohio Department of Development. Per our conversation, the Ohio Revised Code does allow for this type of program and activity under section 715.81. (municipal corporation may exercise all of the powers of a municipal corporation, and may perform all the functions and duties of a municipal corporation, within the joint economic development district, pursuant to and to the extent consistent with the contract). This program needs to be approved by both the Township Trustees

and City Council. The Franklin Township Trustees voted to approve extending the JCTC in the JEDD at their February 28 meeting.

Finally, in addition to extending the JCTC in the Franklin JEDD area, I am also seeking authorization to use the program for any company that fits the requirements of this program. I respectfully request time at the March 7 Council Committee meeting to approve expanding our JCTC to the JEDD as well as use the credit for any local company looking to locate or expand in the district.

# CITY OF KENT, OHIO

## DEPARTMENT OF ECONOMIC DEVELOPMENT

**Date:** **February 29, 2012**

**To:** **David Ruller, City Manager**
**James Silver, Law Director**
**Linda Copley, Clerk of Council**

**From:** **Dan Smith, Economic Development Director**

**Subject:** **Request for Relocation Assistance SMJJ LLC.**
**(Jimmy John's Gourmet Sandwich Restaurant)**

On February 9, I received the attached request for relocation assistance from the Jimmy John's Gourmet Sandwich Restaurant that is currently located at 313 E. Main Street. As we are all aware, this is to be the new location of the Kent Municipal Courthouse when the lease is completed at the end of May. The business has been operating very successfully at the current location and they have a strong desire to remain a Kent business. Per his correspondence, Jimmy John's is facing a costly relocation that needs to take place by June 1.

In prior years, we had a mandatory relocation assistance program if viable businesses were being required to move locations (Jason's Barbershop for example). We ended the mandatory relocation program several years ago. However, it was my understanding that we could consider future requests on a case-by-case basis. With all of the downtown development land already acquired and under construction, we have not had such a request until now. This type of request should be rare moving forward.

With the necessity to find a new location due to the impending courthouse project, I have been working with Mr. Maag to secure a new location. After exploring numerous locations, I believe we have found a viable option within the Central Business District. Mr. Maag is willing to make a substantial investment (over $250,000) as well as sign a long-term lease to remain local Kent business. He currently employs a mix of 25 full and part time people and a payroll of over approx. $280,000 per year and growing. If we are to grant this request, we will recoup this investment in income taxes alone in less than 2.7 years. In addition, a local downtown landlord will gain a quality tenant, newly renovated retail space and a new revenue stream to assist in maintaining and upgrading his property. I think this is an appropriate request for assistance in moving Jimmy John's to a new location and keeping the establishment a viable Kent business.

In closing, I am respectfully requesting time on the March 7 City Council Committee meeting to advocate for the approval of the SMJJ LLC relocation request. I am also in the process of contacting Portage County to request we split the amount of the relocation expense.

215 E. SUMMIT STREET, KENT OHIO 44240 (330) 676-7582 FAX (330) 678-8033

**SMJJ LLC.**
**1020 Cosmos St. NW**
**Hartville, OH 44632**

February 9, 2012

City of Kent
930 Overholt Dr.
Kent, OH 44240

Dear Sir or Madam:

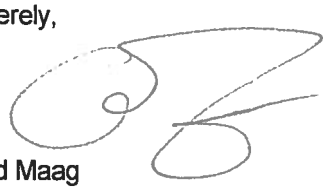
My name is Chad Maag, I am the owner of the Jimmy John's Gourmet Sandwich Restaurant currently located at 313 E. Main St. As I am sure you are aware, I am faced with the costly task of relocating my current operation to a new site in Kent due to the upcoming development that will include the new courthouse being built on our current site.

I purchased the business from Blue Falcon Holdings LLC in April of 2010, for 365k. At the time I took over, the business was bringing in revenue of around 625k per year. Currently we are on track to due over $1 million in sales in 2012. To achieve these types of sales, I have invested heavily in my staff. Currently SMJJ LLC employs a mix of 25 full and part time people with and estimated payroll of 250-280k in 2012, and even more in upcoming years. In 2011, Jimmy Johns' achieved average weekly sales comps of 9.6%, second in the nation only to Chipotle. The average weekly comp for my store at 313 E. Main St. for 2011 was over 20% and I see similar comps for 2012 starting to trend already.

The impact on sales due to the relocation is yet to be seen, but the one thing that is certain is the extra investment I will have to make in order to relocate. Current estimates total over 250k, which will have to come from the business obtaining a bank loan.

The reason for my inquiry is to ask the City of Kent to entertain providing me with a grant in the sum of $15,000 to assist in the relocation of the business. My intention is to keep the business in the City of Kent and continue to grow sales which will be beneficial to SMJJ LLC and the City of Kent. My new lease, which will consist of a total term of 20 years, will show my commitment to the business, the landlord and the city.

Sincerely,



Chad Maag
President, SMJJ LLC.

# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

**To:** Dave Ruller, City Manager

**From:** David A. Coffee, Director of Budget and Finance

**Date:** March 1, 2012

**Re:** FY2012 Appropriation Amendments, Transfers, and Advances

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**The following appropriation amendments are hereby requested:**

**Fund 106 – Parks and Recreation**

| | | |
|---|---|---|
| Increase | $ 35,000 | Parks&Rec / Capital – Reappropriate 2011 funding – Canoe Livery Bldg Relocation |
| Increase | $ 25,000 | Parks&Rec / Capital – Reappropriate 2011 funding – Storage Complex Renovation |
| Increase | $ 2,166 | Parks&Rec / Capital – Reappropriate 2011 funding – bal. Server Replacement Project |

**Fund 121 – State & Local Forfeits**

| | | |
|---|---|---|
| Increase | $ 7,000 | Police / Other (O&M) - Reappropriate 2011 funds – partial unexpended bal. |

**Fund 122 – Drug Law Enforcement**

| | | |
|---|---|---|
| Increase | $ 25,000 | Police / Other (O&M) - Reappropriate 2011 funds – partial unexpended bal. |

**Fund 123 – Enforcement & Education**

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|---|---|---|
| Increase | $ 15,000 | Police / Other (O&M) - Reappropriate 2011 funds – partial unexpended bal. |

**Fund 125 – Law Enforcement Trust**

| | | |
|---|---|---|
| Increase | $ 15,000 | Police / Other (O&M) - Reappropriate 2011 funds – partial unexpended bal. |

**Fund 127 – NSP – Neighborhood Stabilization Program**

| | | |
|---|---|---|
| Increase | $ 185,058 | NSP / Capital - Reappropriate 2011 funds – partial unexpended grant funds |

**Fund 201 – Water**

| | | |
|---|---|---|
| Decrease | $ 260,000 | Capital / Defer Paint Fairchild Tank Project , per G.Roberts 2/3/12 memo |
| Decrease | $ 260,000 | Capital / Defer Paint KSU Elev. Ball Tank Project , per G.Roberts 2/3/12 memo |
| Increase | $ 5,055 | Contingency / Reappropriate 2011 funding balance - Server Replacement Project |
| Increase | $ 28,000 | Contingency / Bore Blast Well #10 new project, per G. Roberts 2/3/12 memo |
| Increase | $ 7,500 | Contingency / Pole Relo @ Fairchild Tank, per G. Roberts 2/3/12 memo |
| Increase | $ 25,000 | Contingency / KSU Elev. Ball Tank Mod, per G. Roberts 2/3/12 memo |
| Increase | $ 100,000 | Contingency / Addt'l for D/T Streets Project, per G. Roberts 2/3/12 memo |

325 S. DEPEYSTER ST., KENT, OHIO 44240
(330) 678-8102 – Director and General Accounting
(330) 678-8103 – Income Tax • (330) 678-8104 – Utility Billing • FAX 330-676-7584

**Fund 202 – Sewer**

| | | |
|---|---|---|
| Increase | $ 55,000 | Health/ Capital -2012 Apprvd Budgt for Atomic Absorb Unit, needed COER updated |
| Increase | $ 69,852 | Service/ Capital -2012 Apprvd Budgt for Fiber Optic Proj, needed COER updated |
| Increase | $ 15,000 | SVC-CM / Capital -2012 Apprvd Budgt for Cap Equipmnt Items, needed COER updated |
| Increase | $ 268,000 | SVC-WR / Capital -2012 Apprvd Budgt for Cap Equipmnt Items, needed COER updated |
| Increase | $ 60,000 | Cap Fac/ Capital -2012 Apprvd Budgt for D/T Streets-Erie&Depeyster, needed COER updated |
| Increase | $ 5,415 | Service/ Capital - Reappropriate 2011 funding balance - Server Replacement Project |
| Increase | $ 32,530 | Service/ Capital - Allocation of ROW Easement w/Carter Lumber Co. |
| Increase | $ 50,000 | Contingency / WRF Maintenance unplanned project, per G. Roberts 2/3/12 memo |
| Increase | $ 10,000 | Contingency / Push Sewer Camera addt'l project, per G. Roberts 2/3/12 memo |
| Increase | $ 25,000 | Contingency / WRF Lab Equipment addt'l project, per G. Roberts 2/3/12 memo |
| Increase | $ 100,000 | Contingency / Addt'l for D/T Streets Project, per G. Roberts 2/3/12 memo |

**Fund 205 – Solid Waste**

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|---|---|---|
| Increase | $ 53,000 | Solid Waste / Other (O&M) - Bal of. 2012 Apprvd Budget, needed COER updated |

**Fund 208 – Storm Water**

| | | |
|---|---|---|
| Increase | $ 54,980 | Storm Water / Capital – Allocation of ROW Easement w/Carter Lumber Co. |

**Fund 301 – Capital**

| | | |
|---|---|---|
| Increase | $ 45,000 | Safety/Police / Capital - Reappropriate 2011 funding – Automated Parking System Replacement Project |
| Increase | $ 25,000 | Safety/Police / Capital - Reappropriate 2011 funding – Safety Bldg. Min. Repairs Proj |
| Increase | $ 870,000 | Capital / 2012 Apprvd Budget for D/T Streets-Erie&Depyster, needed COER updated |
| Increase | $ 23,467 | Capital / Reappropriate 2011 funding balance - Server Replacement Project |
| Increase | $ 8,519 | Capital / Reappropriate 2010 funds - Downtown Demolition - Phase 1 Project |
| Increase | $ 25,000 | Capital / Reappropriate 2010 funds – SR 59 Sidewalk Franklin Twp Project |
| Increase | $ 65,000 | Capital / Finance - Computer System Replacement Project , expanded scope |

**The following intra-fund transfers are hereby requested:**

| | | |
|---|---|---|
| Transfer | $ 13,000 | **From:** Fund 202 / Sewer - Contingency<br>**To:** Fund 202 / Sewer – Service/Capital<br>Funding for emergency replacement of pump at WRF per G. Roberts 2/2/12 memo |

md7
Love your lease.

at&t

February 8, 2012

Dean Tondiglia,

Re: Communications Facility located at 540A EAST SUMMIT STREET, KENT, OH md7_Cell Site Zip

Contract #: 69225 FA#: 10077427

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

**Changes in the Wireless Industry**

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

**Eliminating Risk and Increasing Value**

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with Md7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

Md7 is a preferred partner to AT&T and has been authorized to provide you early access to the cash assets in your cell site lease in the form of a one-time, lump-sum payment of **$215,000.** This pre-payment monetizes your current (un-guaranteed) **monthly** rent of **$215,000** and offers immediate protection from the risk of an early lease termination.

In return for the one-time, lump sum payment of **$215,000**, you will grant a perpetual easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7. It is important for you to know that the **$215,000** pre-payment does not change the ownership or control of the rest of your property in any manner. As is already the case, during the remainder of the lease term, you will ensure that AT&T can continue to use the leased premises as a working cell site. As part of this pre-payment offer, some enhancements will be made to your lease as part of the pre-payment agreement; such changes will enable AT&T to pro-actively address any of the site's future technological and network needs.

**This prepayment program is authorized by AT&T**

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

**24/7 Access:** Landlord hereby grants to Tenant, and to any public or private utility serving Tenant's Communications Facility or related equipment, access to the Premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Tenant, in its sole discretion, without the requirement of notice by Tenant to Landlord. In the event that any public or private utility serving Tenant's Communications Facility is unable to use the access provided to Tenant, the Landlord hereby agrees to grant additional access to Tenant or to such public or private utility, for the benefit of Tenant, at no cost to Tenant and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.

**Expansion of Permitted Use (EPU):** Landlord hereby agrees, at the direction of Tenant, to allow the Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the Leased Premises at any time during the term of this Agreement, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, Tenant may terminate this Agreement and shall have no further liability to Landlord.

**Removal/Restoration:** Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant shall be and remain Tenant's personal property, irrespective of whether all or any portion thereof is deemed to be real property under applicable law. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to Landlord and without Landlord's consent.

**Memorandum of Lease (MOL):** Contemporaneous with this Amendment, each Party will sign the Memorandum of Lease attached hereto as Exhibit __. Landlord will, at its sole cost

and expense, within thirty (30) days of the full execution of this Amendment, submit the Memorandum of Lease, in its proper form, to the appropriate local governmental agency for recording in the land use records and will provide proof of such filing and recording within six (6) months of such submission to Tenant.

**Sublease Rights:** The parties agree or confirm that Tenant may sublease all or any portion of the Leased Property to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Subtenant") upon such terms and conditions as Tenant and Subtenant shall agree (each such agreement a "Sublease"), upon notice to Landlord. Notwithstanding any terms in the Agreement to the contrary, no revenue sharing from sublessees shall be due to Landlord nor shall Landlord be responsible to review plans from Tenant or its sublessees.

**Sale of Property:** If Landlord, at any time during the Term of the Agreement, decides to sell, subdivide or rezone any of the Leased Property, or all or any part of the surrounding property, to a purchaser other than Tenant, Landlord acknowledges and agrees that such sale, subdivision or rezoning shall be made subject to this Agreement and Tenant's rights hereunder. Landlord agrees that it shall promptly notify Tenant in writing of such sale, subdivision or rezoning. If at any time after the date of this Amendment, Landlord receives or negotiates a bona fide written offer from a third party seeking to purchase the Leased Property, or all or any part of the surrounding property. "Purchase Offer"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Rental Purchase Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may sell the Leased Property or the surrounding property, as applicable, pursuant to the Purchase Offer, subject to the terms of this Amendment.

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. Your concurrence in this proposal by execution of this letter in the space provided below will obligate AT&T/ Md7 and Lessor to proceed in good faith toward that end. Except for this obligation, this letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to bargain and negotiate, working toward entering into such an amendment. Participation in this program is optional. If negotiations do not result in an amendment that is mutually acceptable and executed by both parties, AT&T will continue to abide by the terms of your original agreement, including AT&T's rights to exercise termination rights where they exist.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to February 12, 2012. Thank you for your consideration.

Sincerely,

**Ben Kuenzle**
**Md7** | Lease Consultant
o (858) 799-7893
f **(858) 408-3482**
bkuenzle@md7.com

**Authorized Agent for AT&T Mobility**
cc: Pete Belasick
*Director – Network Real Estate, AT&T Mobility*
at&t

CITY OF KENT

DEPARTMENT OF PUBLIC SERVICE

DIVISION OF ENGINEERING

# MEMO

TO: Dave Ruller
Linda Copley

FROM: Jim Bowling

DATE: February 28, 2012

RE: ODOT Jobs and Commerce Economic Development Agreement

The engineering division is requesting council approval of the attached Jobs and Commerce Economic Development Agreement with the Ohio Department of Transportation (ODOT). ODOT has agreed to fund a portion of the downtown street improvements associated with the downtown redevelopment. This includes street work related with the improvements to Alley 4, Alley 5, and the portions of Erie Street and Depeyster Street being reconstructed by the City. The agreement is different from the standard ODOT grant funds agreements, because the funds used for the programs are not from state or federal gas tax funds. The funds are discretionary from ODOT and therefore have significantly less regulatory requirements than federal or state transportation funds.

C: Jim Silver
Gene Roberts
Jon Giaquinto
file

# JOBS AND COMMERCE ECONOMIC DEVELOPMENTAGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND CITY OF KENT, OHIO

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Kent, Ohio, hereinafter referred to as the CITY, 215 East Summit Street, Kent, Ohio 44240.

1. PURPOSE

1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.

1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.

1.3 As part of the overall Redevelopment of Downtown Kent project, the CITY is reconstructing and improving Erie Street, Depeyster Street Alley 4, and Alley 5 to support increased traffic and provide transportation connectivity to serve: new corporate headquarters for Davey Resource Group, new office facilities for AMETEK Corporation, Kent State University's new hotel and conference center, and other new commercial office space in downtown Kent(hereinafter referred to as the PROJECT). The ODOT program funds identified in this agreement are to be utilized for roadway improvements along any portion of Erie Street, Depeyster Street, Alley 4, and/or Alley 5.

1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development ("JCED") program funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.

1.5 The CITY shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement. The program funding (SAC 4JC7) does not impose additional laws, regulations or executive orders than normally required by a municipality in regards to execution of a public project of this nature.

2. FUNDING AND PAYMENT

2.1 The total cost for the PROJECT is estimated to be **$3,800,000**as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual design and construction of the Erie Street, Depeyster Street, Alley 4, and/or Alley 5 improvements, and construction engineering/inspection activities.

| | |
|---|---|
| ODOT Jobs & Commerce ED Program Funds | $500,000 |
| ODOD Roadwork Fund 629 (anticipated) | $300,000 |
| City of Kent | $2,220,000 |
| Ohio Public Works Commission Rounds 24 and 25 Grant Funding | $780,000 |
| **TOTAL** | **$3,800,000** |

2.2 Funds provided by ODOT shall not exceed $500,000.00. The CITY shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The CITY shall review and/or approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

2.4 The CITY shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The CITY must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The CITY may submit a maximum of two requests for reimbursement at quarterly intervals. The deadline for the final reimbursement request is December 31, 2012.

2.5 Payment or reimbursement to the CITY shall be submitted to:

City of Kent
Dave Ruller, City Manager
215 East Summit Street
Kent, Ohio 44240
330-676-7500

3. PROJECT DEVELOPMENT AND DESIGN

3.1 The CITY is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.

3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the CITY, arising out of or related to any contract entered into by the CITY for the work to be performed by the Contractor on this PROJECT is the responsibility of the CITY. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the CITY shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The CITY hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the CITY's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the CITY:

City of Kent
Dave Ruller
City Manager
215 East Summit Street
Kent, Ohio 44240

If to ODOT:

ODOT Central Office
Joanna Pinkerton, PE
Regional Manager
1980 West Broad Street
Columbus, Ohio 43223

7. GENERAL PROVISIONS

7.1 *Record Retention*: The CITY when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the CITY's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.

7.2 *Ohio Ethics Laws*: CITY agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

7.3 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the CITY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

7.4 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

7.5 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

7.6 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

7.7 *Term of Agreement:*This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. CITY acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the CITYand monitoring by Grantor of the results of the award of Grant Funds.

7.8 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

**CITY OF KENT**

By: _____

Title: _____

Date: _____

**STATE OF OHIO**
**OHIO DEPARTMENT OF TRANSPORTATION**

By: _____
Jerry Wray
Director

Date: _____

Approved as to form:

James R. Silver, Law Director
City of Kent

Certificate of Director of Budget and Finance

It is hereby certified that the amount TWO MILLION TWO HUNDRED AND TWENTY THOUSAND Dollars ($2,220,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Sewer, Water, Capital, Storm, or 302 Fund free from any obligation or certificates now outstanding.

Dave Coffee, Director of Budget and Finance
Date

# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 2, 2012

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Interim Community Development Director

RE: Committee on Design and Preservation

---

A primary component of the City securing its Certified Local Government (CLG) status through the Ohio Historic preservation Office (OHPO) involves the establishment and approval of a committee that is responsible for making recommendations on the designation of historic properties and districts. The Historic Preservation Ordinance (2012-21) which was approved on February 15, 2012, authorized the establishment of the Committee on Design and Preservation in order to comply with the CLG committee requirement.

In order to expedite the formation of this committee, the Community Development staff asked the current members of the Architectural Review Board to consider applying for appointment to the new Committee on Design and Preservation. I am glad to report that all of the Architectural Review Board members did submit the required forms by the deadline and these members will officially be appointed at the Special Council meeting scheduled for March 7, 2012.

The proposed appointees to the new Committee on Design and Preservation are as follows:

1) David L. Sommers
2) Allan Orashan
3) Howard Boyle
4) Glen Dreyer
5) Doug Fuller

930 Overholt Rd., Kent, Ohio 44240 • (330) 678-8108 fax (330) 678-8030 •
www.KentOhio.org

**City of Kent**
**Income Tax Division**

**January 31, 2012**

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

**Monthly Receipts**

| | |
|---|---|
| Total receipts for the month of January, 2012 | $ 1,085,253 |
| Total receipts for the month of January, 2011 | $ 1,026,357 |
| Total receipts for the month of January, 2010 | $ 952,296 |

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

| | Year-to-date Actual | Percent of Annual |
|---|---|---|
| Total receipts January 1 through January 31, 2012 | $ 1,085,253 | 9.96% |
| Total receipts January 1 through January 31, 2011 | $ 1,026,357 | 9.58% |
| Total receipts January 1 through January 31, 2010 | $ 952,296 | 9.11% |

**Year-to-date Receipts Through January 31, 2012 - Budget vs. Actual**

| Year | Annual Budgeted Receipts | Revised Budgeted Receipts | Year-to-date Actual Receipts | Percent Collected | Percent Remaining |
|---|---|---|---|---|---|
| 2012 | $ 10,900,000 | $ 10,900,000 | $ 1,085,253 | 9.96% | 90.04% |

**Comparisons of Total Annual Receipts for Previous Six Years**

| Year | Total Receipts | Percent Change From Prior Year |
|---|---|---|
| 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% |
| 2011 | $ 10,711,766 | 2.48% |

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

**2012 CITY OF KENT, OHIO**
**Comparison of Income Tax Receipts**
**as of Month Ended January 31, 2012**

| | Monthly Receipts | | | Comparisons | |
|---|---|---|---|---|---|
| Month | 2010 | 2011 | 2012 | Amount | Percent Change |
| January | $ 952,296 | $ 1,026,357 | $ 1,085,253 | $ 58,896 | 5.74% |
| February | 785,233 | 788,986 | | | |
| March | 809,613 | 823,680 | | | |
| April | 1,026,687 | 1,057,137 | | | |
| May | 877,364 | 1,006,438 | | | |
| June | 798,635 | 844,726 | | | |
| July | 828,960 | 848,105 | | | |
| August | 865,224 | 873,559 | | | |
| September | 762,176 | 825,343 | | | |
| October | 961,274 | 939,121 | | | |
| November | 880,655 | 843,533 | | | |
| December | 904,915 | 834,781 | | | |
| Totals | $ 10,453,032 | $ 10,711,766 | $ 1,085,253 | | |

| | Year-to-Date Receipts | | | Comparisons | |
|---|---|---|---|---|---|
| Month | 2010 | 2011 | 2012 | Amount | Percent Change |
| January | $ 952,296 | $ 1,026,357 | $ 1,085,253 | $ 58,896 | 5.74% |
| February | 1,737,529 | 1,815,343 | | | |
| March | 2,547,142 | 2,639,023 | | | |
| April | 3,573,829 | 3,696,160 | | | |
| May | 4,451,193 | 4,702,598 | | | |
| June | 5,249,828 | 5,547,324 | | | |
| July | 6,078,788 | 6,395,429 | | | |
| August | 6,944,012 | 7,268,988 | | | |
| September | 7,706,188 | 8,094,331 | | | |
| October | 8,667,462 | 9,033,453 | | | |
| November | 9,548,117 | 9,876,985 | | | |
| December | 10,453,032 | 10,711,766 | | | |
| Totals | $ 10,453,032 | $ 10,711,766 | | | |

**2012 CITY OF KENT, OHIO**
**Comparison of Income Tax Receipts from Kent State University**
**as of Month Ended January 31, 2012**

| | Monthly Receipts | | | Comparisons | |
|---|---|---|---|---|---|
| Month | 2010 | 2011 | 2012 | Amount | Percent Change |
| January | $ 422,779 | $ 406,862 | $ 403,606 | $ (3,256) | -0.80% |
| February | 328,502 | 336,710 | | | |
| March | 349,936 | 362,390 | | | |
| April | 350,591 | 357,231 | | | |
| May | 348,819 | 354,925 | | | |
| June | 345,261 | 349,038 | | | |
| July | 334,650 | 337,910 | | | |
| August | 381,241 | 370,933 | | | |
| September | 291,775 | 298,038 | | | |
| October | 370,956 | 352,815 | | | |
| November | 370,551 | 358,685 | | | |
| December | 372,404 | 360,837 | | | |
| Totals | $ 4,267,465 | $ 4,246,372 | $ 403,606 | | |

| | Year-to-Date Receipts | | | Comparisons | |
|---|---|---|---|---|---|
| Month | 2010 | 2011 | 2012 | Amount | Percent Change |
| January | $ 422,779 | $ 406,862 | $ 403,606 | $ (3,256) | -0.80% |
| February | 751,281 | 743,572 | | | |
| March | 1,101,217 | 1,105,962 | | | |
| April | 1,451,808 | 1,463,193 | | | |
| May | 1,800,627 | 1,818,117 | | | |
| June | 2,145,888 | 2,167,155 | | | |
| July | 2,480,538 | 2,505,065 | | | |
| August | 2,861,779 | 2,875,997 | | | |
| September | 3,153,554 | 3,174,035 | | | |
| October | 3,524,510 | 3,526,851 | | | |
| November | 3,895,061 | 3,885,535 | | | |
| December | 4,267,465 | 4,246,372 | | | |
| Totals | $ 4,267,465 | $ 4,246,372 | | | |

**2012 CITY OF KENT, OHIO**
**Comparison of Income Tax Receipts from Kent State University**
**as of Month Ended January 31, 2012**

**Comparisons of Total Annual Receipts for Previous Six Years**

| Year | Total Receipts | Percent Change |
|---|---|---|
| 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% |
| 2011 | $ 4,246,372 | -0.49% |

# A G E N D A

**CITY OF KENT**
**BOARD OF ZONING APPEALS**
**PUBLIC HEARINGS & BUSINESS MEETING**
**FEBRUARY 20, 2012**
**7:00PM**
**COUNCIL CHAMBERS – KENT CITY HALL**
**325 SOUTH DEPEYSTER STREET**

I. **CALL TO ORDER**

II. **PLEDGE**

III. **ROLL CALL**

IV. **PREAMBLE**

V. **ADMINISTRATION OF THE OATH**

VI. **NEW BUSINESS**

**A. BZ12-003** **EXTRA SPACE STORAGE**
**950 CHERRY STREET**

Section: 1155.02(10)

Request: The applicant is requesting a variance from Section 1155.02(10) to allow a 1670 square foot apartment, where the maximum for an apartment within an industrial building is 800 square feet. This apartment will be used as a residence for an on-site manager.

**1. Public Comment**
**2. Board of Zoning Appeals Discussion / Action**

**B. BZ12-002** **CARTER LUMBER**
**830 WEST MAIN STREET**

Sections: 1155.04(b) and 115.04(c)

Requests: The applicant is requesting the following:

1) A 14.9-foot variance from the 25-foot minimum side yard setback to allow a new structure to be 10.1 feet from the west side property line (Section 1155.04(c)),
2) A 14.75-foot variance from the 25-foot minimum rear yard setback to allow a new structure to be 10.25 feet from the rear property line (Section 1155.04(b)), and
3) A 15.53-foot variance from the 25-foot minimum side yard setback to allow a new structure to be 9.47 feet

from the east side property (Section 1155.04(c)).

1. **Public Comment**
2. **Board of Zoning Appeals Discussion / Action**

VII. **MEETING MINUTES**

A. **MINUTES FROM THE SEPTEMBER 19, 2011 MEETING**
B. **MINUTES FROM THE JANUARY 23, 2012 MEETING**

VIII. **OTHER BUSINESS**

IX. **ADJOURNMENT**

# CITY OF KENT, OHIO

## DEPARTMENT OF COMMUNITY DEVELOPMENT

**DATE:** **FEBRUARY 10, 2012**

**TO:** **KENT CITY BOARD OF ZONING APPEALS**

**FROM:** **HEATHER PHILE, DEVELOPMENT PLANNER**

**RE:** **STAFF REPORT FOR THE FEBRUARY 20, 2012 BOARD OF ZONING APPEALS MEETING**

---

The following case appears on the agenda for the February 20, 2012 Board of Zoning Appeals meeting:

NEW BUSINESS

| | |
|---|---|
| CASE NO.: | **BZ12-003** |
| APPLICANT: | **EXTRA SPACE STORAGE** |
| SITE LOCATION: | 950 Cherry Street |
| STATUS OF APPLICANT: | The applicant is the owner of the property. |
| REQUESTED ACTION: | The applicant is requesting a variance from Section 1155.02(a)(10) to allow a 1670 square foot apartment, where the maximum for an apartment within an industrial building is 800 square feet. This apartment will be used as a residence for an on-site manager. |
| ZONING: | This property is currently located in the I: Industrial Zone District. |
| TRAFFIC: | The property is accessible from Cherry Street. |
| SURROUNDING LAND USES: | The property is surrounded by other Industrial uses on all sides. |
| APPLICABLE CODE SECTION: | 1155.02(a)(10) |

ANALYSIS:

This property is located at 950 Cherry Street and is currently zoned I: Industrial. This site is home to the Extra Space Storage facility, which has storage units and offices.

The applicant is proposing to have an on-site manager, but it will require the conversion of some empty offices into an apartment. The applicant is proposing to have a 1670 square foot one-bedroom apartment in the upper floor of the office building. Interior work, such as new

plumbing, electric, and removing of some walls, will be required to convert the space into living quarters. There will still be two offices on the top floor that will remain offices. The first floor will also remain office space.

Currently, a one-bedroom or efficiency apartment no larger than 800 square feet in size is permitted in the Industrial zoning district. The apartment cannot be rented out to anyone other than persons related to the business. Building permits will be required for the interior alterations.

| | |
|---|---|
| CASE NO.: | **BZ12-003** |
| APPLICANT: | **CARTER LUMBER** |
| SITE LOCATION: | 830 West Main Street |
| STATUS OF APPLICANT: | The applicant is the owner of the property. |
| REQUESTED ACTION: | The applicant is requesting the following:<br>1) A 14.9-foot variance from the 25-foot minimum side yard setback to allow a new structure to be 10.1 feet from the west side property line (Section 1155.04(c)),<br>2) A 14.75-foot variance from the 25-foot minimum rear yard setback to allow a new structure to be 10.25 feet from the rear property line (Section 1155.04(b)), and<br>3) A 15.53-foot variance from the 25-foot minimum side yard setback to allow a new structure to be 9.47 feet from the east side property (Section 1155.04(c)). |
| ZONING: | This property is currently located in the I: Industrial Zone District. |
| TRAFFIC: | The property is accessible from West Main Street. |
| SURROUNDING LAND USES: | The property is surrounded by other Industrial uses on all sides. |
| APPLICABLE CODE SECTIONS: | 1155.04(b) and 1155.04(c) |

ANALYSIS:

This property is located at 830 West Main Street and is currently zoned I: Industrial. This parcel was recently acquired by Carter Lumber.

The applicant proposes to raze an existing storage building and construct a new, similar building on the newly acquired parcel. The storage building will be a three-sided building, 11,830 square feet in size. The applicant explains that they are removing the existing storage building because it was built over City owned sanitary and sewer lines. Removing the building will allow the City to make any repairs or replacements to the utility lines, when necessary. This will also enable the City to obtain proper easements for the utilities. Moving the building will also allow the existing business to operate more efficiently by opening up the area and making it

easier for vehicular traffic to flow into and out of the property. The new building will be slightly larger than the existing storage facility.

In order to reconstruct the storage building on the newly purchased parcel, variances will be needed. The applicants are requesting three variances from the west, east, and rear property lines. The first variance is relief from the 25-foot minimum side yard setback requirement on the west property line. The applicant proposes to place the building 10.1 feet from the property line. The next variance request is from the 25-foot minimum rear yard setback. The applicants proposed to have a 10.25-foot setback from this property line. The third variance request is relief from the 25-foot side yard setback to allow the building to be 9.47 feet from the east side property line. By placing the building close to the west property line, the applicant will allow more room for vehicular traffic to enter and exit the property.

cc: Applicants
Case files
Jennifer Barone, Development Engineer
Bridget Susel, Interim Community Development Director
Eric Fink, Asst. Law Director

CITY OF KENT
HEALTH BOARD MEETING
February 14, 2012 5:30 PM.
KENT CITY HEALTH DEPARTMENT OFFICES
325 S. DEPEYSTER STREET
KENT, OH 44240
Phone (330) 678-8109 Fax (330) 678-2082

# AGENDA

I. MINUTES January 17, 2012 Meeting

II. OPEN COMMENTS

III. REPORTS
- A. Statistical Report for January 2012
- B. Expenditures & Encumbrances January 2012
- C. Commissioner's Report for January 2012

IV. OLD BUSINESS
- A. Indigent Burials
- B. Health Department Staffing
- C. Food Service Policy on Water Main Breaks

V. NEW BUSINESS
- A. Strategic Planning Project – 10 Essential Public Health Services
- B. Onsite Water Systems and Fee Structure
- C. Onsite Wastewater Systems and Fee Structure

VI. EXECUTIVE SESSION

VII. ADJOURN MEETING

If you require assistance to attend this meeting, please contact the Health Department at (330) 678-8109.

JN/trr

cc: Health Board
City Manager
Clerk of Council
Health Staff
Mayor
News Media
Post
File

Kent City Health Department
325 S. Depeyster Street
Kent, Ohio 44240
HEALTH BOARD MINUTES
January 17, 2012

**Board Members Present**
Doug Wagener
Chris Woolverton
Pam Freeman
Marchelle Bobbs
Jack Amrhein

**Staff Present**
Jeff Neistadt
Tracy Radovic
Anthony Bartholomew, DO

**Guests Present**
John Gwinn

**Board Members Absent**
Susan Roxburgh

Chris Woolverton called to order the Health Board Meeting of January 17, 2012 at 5:37 pm.

The minutes from the December 13, 2011 meeting were distributed and reviewed by the Health Board members prior to the meeting.

**Motion**: A motion was made by Pam Freeman and seconded by Marchelle Bobbs to approve the minutes of the November 2011 meeting. The motion passed.

## Statistical Report for December 2011

## Expenditures & Encumbrances

| VENDOR | ITEM DESCRIPTION | AMOUNT |
|---|---|---|
| Treasurer, State of Ohio | Child abuse & Family violence prevention transmittal fees for November | $1,475.38 |
| Ohio Div. Real Estate | Transmittal fee for Burial Permit Issuance for November 2011 | $95.00 |
| Cole Parmer | Replacement Lab Supplies & Chemicals | $650.00 |
| | | |
| | | |
| | TOTAL | **$2,220.38** |

| Travel & Reimbursements | | |
|---|---|---|
| Jonnette Demboski | Mileage Reimbursement for November 2011 | $82.87 |
| Jonnette Demboski | Mileage Reimbursement for December 2011 | $28.08 |
| Health Department | Petty cash reimbursement | $20.26 |
| | | **$131.21** |

**Motion**: A motion was made by Pam Freeman and seconded by Jack Amrhein to approve the Expenditures and Encumbrances for the month of December 2011. The motion passed.

**Commissioner's Report**

Jeff enclosed in the health board packet, a housing letter from Kent State University Student Legal Services regarding their opinion for a stronger interior building code. Their recommendation is for the City of Kent to adopt the existing State of Ohio Building Code.

On January 4, 2012 a presentation was made to City Council on the transfer of the lab from the Health Department to the Service Department. After questions regarding staffing and potential cost savings, council unanimously voted to transfer the lab with the revocation of city ordinances scheduled for the meeting on the 18th of January.

Industrial Pretreatment Program: No files have been located from 2003 – present on the IPP program. This is very concerning as we have been transitioning the program and the self reporting of industries here in Kent.

The Health Department is in the process of applying for two grants. One grant from NNPHI will offer technical assistance for us as we go through our strategic planning process. It also will provide limited funding ($5,000) for the process. The other opportunity is through the State of Ohio Department of Development. Currently working with Chip and Kelli on developing a comprehensive grant application to truly explore the concept of consolidating public health services in the county as well as provide some funding for us to conduct a comprehensive health assessment and health improvement plan for the county which are pre-requisites to public health accreditation.

A time card policy is being drafted for the health department exempting staff from using the time card machine. Other than for Tracy and Ellanor, it just isn't feasible with our staff going in and out of the building all day long to perform inspections.

Information was included in the Health packet regarding Project Clean Up in Richmond Virginia. Jeff stated that he would like to use their program as a model to explore for the City of Kent during the move in move out times for Kent State students.

Health Commissioner University January 18th through 20th in Columbus. The agenda covers everything from Vital Stats to Emergency Preparedness Planning.

There was water main break in University Plaza last week. After a cursory review of our limited policies it was obvious there wasn't one regarding this issue. There was no running water at the plaza and this is a huge issue for the businesses we license, especially the food service operations. Jeff indicated he would like the board to discuss this issue in more in depth as we have the power to cease their operations immediately or keep them open and develop some educational materials for them on what they can and can not do.

# KENT HEALTH DEPARTMENT
# STATISTICAL REPORT 2012

| | Jan 2012 | YTD 2012 | Jan 2011 | YTD 2011 |
|---|---|---|---|---|
| **HEALTH DEPT. $ COLLECTED** | | | | |
| FamAbuse fund | $ 489.00 | $ 489.00 | $ 448.50 | $ 448.50 |
| Vital Stats Rev. | $ 2,771.00 | $ 2,771.00 | $ 2,541.50 | $ 2,541.50 |
| Child Abuse | $ 978.00 | $ 978.00 | $ 897.00 | $ 897.00 |
| State VS | $ 2,934.00 | $ 2,934.00 | $ 2,691.00 | $ 2,691.00 |
| B Perm Rev | $ 17.00 | $ 17.00 | $ 15.00 | $ 15.00 |
| B Perm State | $ 85.00 | $ 85.00 | $ 75.00 | $ 75.00 |
| Food Estab. RFE | $ 440.70 | $ 440.70 | $ 0.00 | $ 0.00 |
| Food Service FSO | $ 951.70 | $ 951.70 | $ 0.00 | $ 0.00 |
| FSO Vending | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Home Sewage | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Housing | $ 3,925.00 | $ 3,925.00 | $ 9,275.00 | $ 9,275.00 |
| Swim Pools | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| SolWst(Trks) | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Tattoo Parlors | $ 100.00 | $ 100.00 | $ 300.00 | $ 300.00 |
| *Misc(Xerox, etc.) | $ 0.00 | $ 0.00 | $ 12.00 | $ 12.00 |
| | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| **ST Subsidy | $ 0.00 | $ 0.00 | $ 2,527.54 | $ 2,527.54 |
| **TOTAL COLLECTED** | **$ 12,691.40** | **$ 12,691.40** | **$ 18,782.54** | **$ 18,782.54** |
| | | | | |
| **TO STATE** | | | | |
| FamAbuse fund | $ 474.34 | $ 474.34 | $ 435.05 | $ 435.05 |
| Food Estabs | $ 56.00 | $ 56.00 | $ 0.00 | $ 0.00 |
| Bur.Permits | $ 85.00 | $ 85.00 | $ 15.00 | $ 15.00 |
| Child Abuse | $ 948.66 | $ 948.66 | $ 870.09 | $ 870.09 |
| State VS QTRLY | $ 2,934.00 | $ 2,934.00 | $ 2,691.00 | $ 2,691.00 |
| Food Service | $ 56.00 | $ 56.00 | $ 0.00 | $ 0.00 |
| Food Vendors | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Swim Pools | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Wells | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| **TOTAL** | **$ 4,554.00** | **$ 4,554.00** | **$ 4,011.14** | **$ 4,011.14** |
| | | | | |
| **TOTAL ASSETS** | $ 8,137.40 | $ 8,137.40 | $ 10,993.90 | $ 10,993.90 |
| +Admin fee to Vital Stats | $ 44.00 | $ 44.00 | $ 30.40 | $ 30.40 |
| -3% FamAbuse | $ 14.66 | $ 14.66 | $ 10.15 | $ 10.15 |
| -3% ChildAbuse | $ 29.34 | $ 29.34 | $ 20.25 | $ 20.25 |

| STATISTICAL REPORT Cont. | | Jan 2012 | YTD 2012 | Jan 2011 | YTD 2011 |
|---|---|---|---|---|---|
| **INSPECTIONS** | | | | | |
| | Animal Bites *(1) | 1 | 1 | 0 | 0 |
| | Complaints | 38 | 38 | 16 | 16 |
| | Food Estabs | 22 | 22 | 18 | 18 |
| | Food Service | 46 | 46 | 80 | 80 |
| | FSO Vending | 0 | 0 | 0 | 0 |
| | Home Sewage | 0 | 0 | 0 | 0 |
| | Housing | 54 | 54 | 75 | 75 |
| | Schools | 4 | 4 | 9 | 9 |
| | Solid Waste | 0 | 0 | 0 | 0 |
| | Swimming Pls | 0 | 0 | 0 | 0 |
| | Septic Haul. | 0 | 0 | 0 | 0 |
| | Tattoo Parlors | 1 | 1 | 2 | 2 |
| | Other | 0 | 0 | 0 | 0 |
| | **TOTAL** | **166** | **166** | **200** | **200** |
| | * ( )Number of Bites Reported | | | | |
| **PERMIT/lic.** | | | | | |
| | Food Estabs | 2 | 2 | 0 | 0 |
| | Food Service | 2 | 2 | 0 | 0 |
| | FS Vending | 0 | 0 | 0 | 0 |
| | Home Sewage | 0 | 0 | 0 | 0 |
| | Housing | 30 | 30 | 55 | 55 |
| | Solid Waste | 0 | 0 | 0 | 0 |
| | Swim Pools | 0 | 0 | 0 | 0 |
| | Septic Haul. | 0 | 0 | 0 | 0 |
| | Tattoo Parlors | 1 | 1 | 3 | 3 |
| | Other | 0 | 0 | 0 | 0 |
| | **TOTAL** | **35** | **35** | **58** | **58** |
| **MOSQ.CONT.** | | | | | |
| | Sites Treat. | 0 | 0 | 0 | 0 |
| | Adulticide | 0 | 0 | 0 | 0 |
| | Tot Man Hrs | 0 | 0 | 0 | 0 |
| **COMPLAINTS** | | | | | |
| | Received | 13 | 13 | 11 | 11 |
| | Abated | 9 | 9 | 10 | 10 |
| **LEGAL.COMPL.** | | | | | |
| | Filed | 0 | 0 | 1 | 1 |
| | Pre-trials | 0 | 0 | 0 | 0 |
| | Trials | 0 | 0 | 0 | 0 |
| **COMM.DISEASE** | | 40 | 40 | 77 | 77 |
| **VNA CLINICS IMMUNIZATIONS** | | 4 | 4 | 1 | 1 |
| **BIRTH Copies issued** | | 43 | 43 | 9 | 9 |
| **DEATH Copies issued** | | 283 | 283 | 290 | 290 |

**Open Comments** **None**

**Old Business**

Chris Woolverton stated that at the next Health Board meeting, he wants to review the spreadsheet of the 10 essential services identified by the Public Health Task force.

Jeff Neistadt stated that the transfer of the lab back to the Service Department will be final January 18, 2012.

Indigent Burials. Application and laws should be reviewed with Jim Silver, for his legal opinion.

Staffing and positions. Need to review Deputy Health Commissioner job description and consider hiring a part-time Sanitarian.

**New Business**

A letter was sent to City Management and Council Members requesting that the City adopt the State interior maintenance code and apply those laws to Kent Housing.

**Motion:** A motion was made by Jack Amrhein and seconded by Marchelle Bobbs for the Board of Health to draft a letter of support regarding the idea of adopting the State Interior Maintenance Code.

Being that no further business or discussions were on the Agenda, Chris Woolverton adjourned the January 2012 Health Board Meeting.

**Motion:** A motion to adjourn the meeting of January 17, 2011 was made by Chris Woolverton. With no objection, the meeting adjourned.

Approved:

Chris Woolverton, President

Jeff Neistadt, Secretary

amats Planning for Greater Akron AKRON METROPOLITAN AREA TRANSPORTATION STUDY
806 CitiCenter /146 South High Street / Akron, OH 44308-1423 /(330) 375-2436 / FAX (330) 375-2275 / amats@ci.akron.oh.us

February 3, 2012

Mr. Jim Bowling, P.E.
City Engineer
City of Kent
930 Overholt Road
Kent, Ohio 44240

Dear Mr. Bowling:

I am pleased to inform you that the AMATS Policy Committee passed Resolutions 2012-01, 02 and 03 at their meeting on January 26. These Resolutions approve funding for projects under the STP, CMAQ, TEP and Resurfacing Programs. Included with these projects are the following projects in Kent with the approved federal funding amount:

| | |
|---|---|
| **The Portage Bike & Hike Trail** SR 59 Segment | $ 700,000 TEP |
| **State Route 43** Improvements | $2,360,000 STP |
| **North Depeyster Street** Resurfacing | $ 124,000 STP |
| **Fairchild Avenue** Resurfacing | $ 129,600 STP |
| **Franklin Avenue** Resurfacing | $ 184,000 STP |

The *AMATS Funding Policy Guidelines* requires that project sponsors submit a Programming Package for new projects to ODOT District 4 within **45** days of this notification of Policy Committee action. In order to meet this requirement, please contact Christine Surma at 330.786.4923 to have these projects programmed as soon as possible.

I have enclosed a copy of the Memorandum regarding the funding approval and Resolutions 2012-01, 02 and 03 for your use.

If you have any questions, please feel free to contact me at 330.375.2436.

Sincerely,

Victor Botosan, P.E.
TIP Coordinator

VB:adr

Enclosure

cc: Mr. Ruller, City Manager
Mr. Root, ODOT District 4
Mr. Roberts, Service Director
Ms. Surma, ODOT District 4

# 2011 Private Property Code Violations Summary

This summary report was prepared by staff to track progress on code compliance issues in the City of Kent. This is the sixth year that these statistics have been analyzed so this report includes a comparison across several years – 2006, 2007, 2008, 2009, 2010, and 2011.

With six years of data we continue to identify common themes that re-appear year after year, e.g., high incidence of overgrown vegetation citations, and it also notes new trends that have emerged the last couple of years, e.g., an increase in sign zoning violations in public right-of-ways.

For the fourth consecutive year, rental property citations surpassed owner occupied citations for the total number of citations issued – with overgrown vegetation complaints remaining a significant problem for all property owners. This year rental properties had the most violations for snow removal, whereas commercial properties had the most for the last two years.

Using this data we hope to be able to continue to introduce new code initiatives.

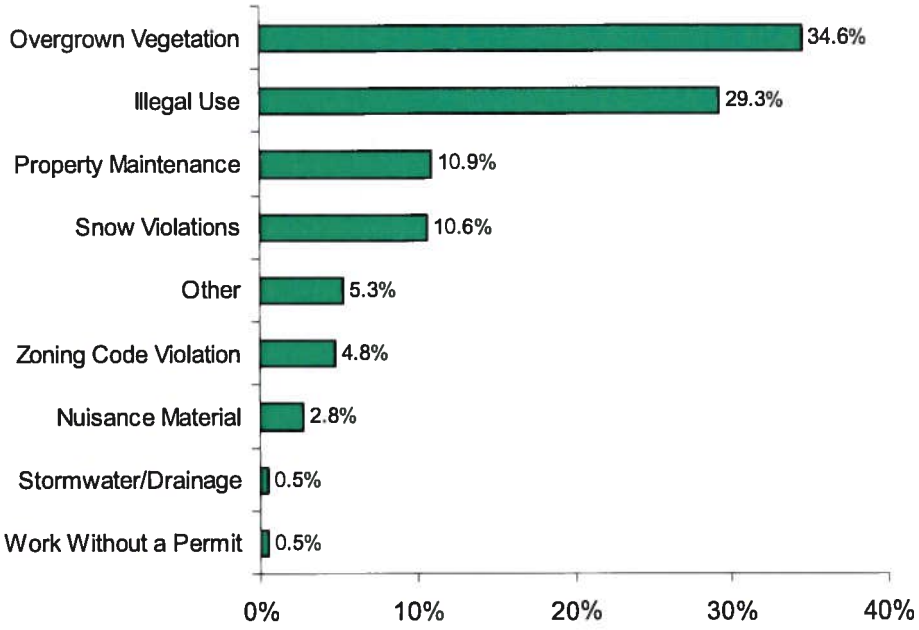
property maintenance zoning snow removal trash tall grass and weeds

City of Kent, Office of the City Manager

March 2, 2012

# Code Inspection Results in 2011

## Code Violation Distribution by Type



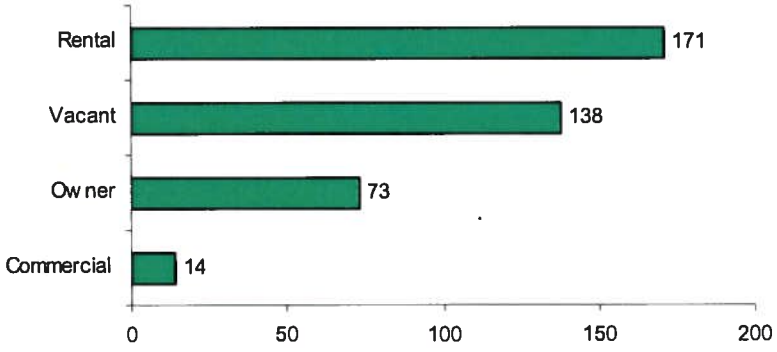

### 2011 Summary

1 out of 3 code complaints in 2011 were in response to overgrown vegetation

The top 5 most common complaints made up 88% of all complaints, same as 2009

12 out of 19 of the "other" category were tool rentals

## Code Violations By Property Type

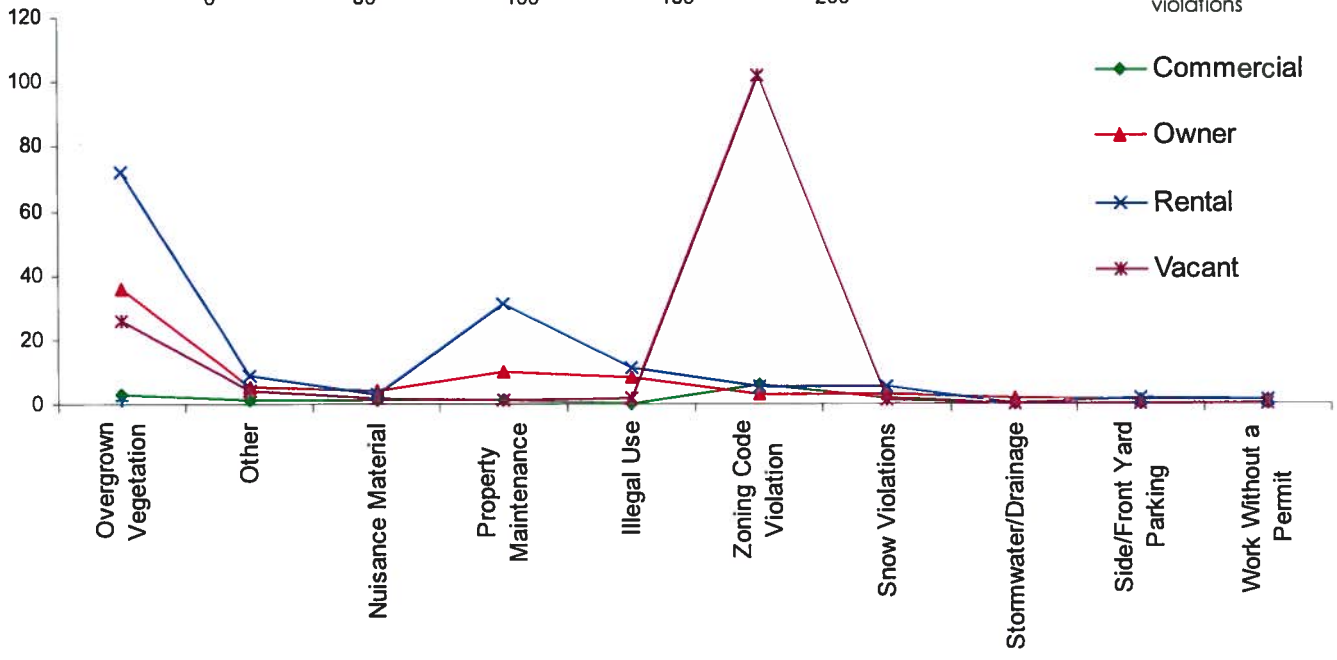



### 2011 Summary

43% of all violations occurred at rental properties

Rental properties had the highest number of violations for overgrown vegetation than any other category

Rental properties had the highest incidence of snow violations

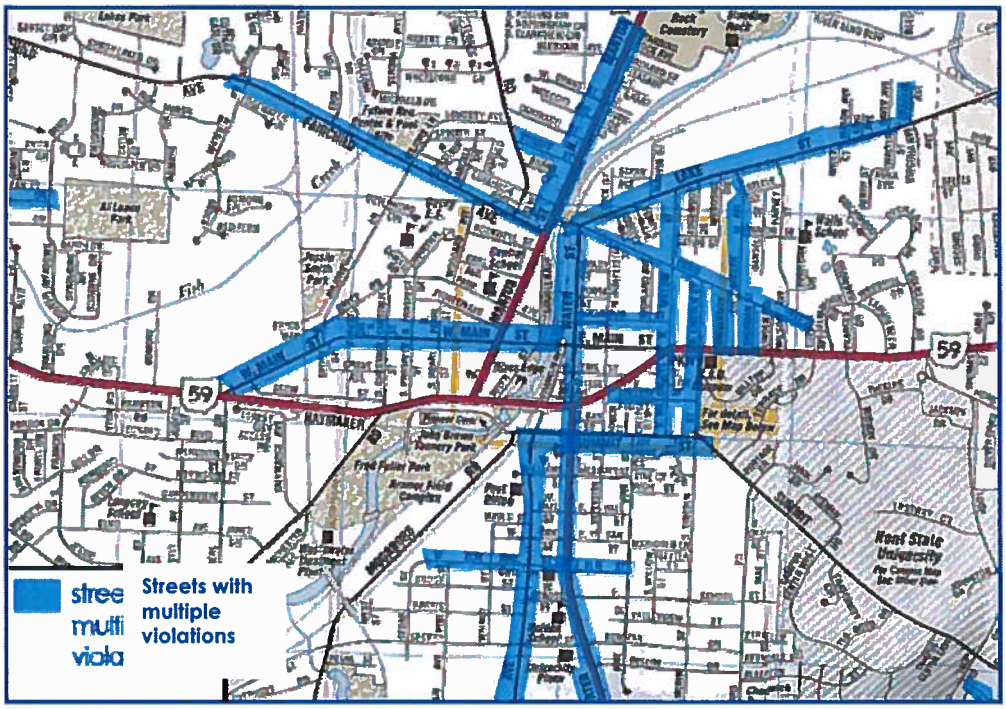


# Code Inspection Results in 2011

## TOP 20 Streets for Code Violations in 2011

The following 20 streets are listed in descending order for the most violations in 2011:

| STREET | # VIOLATIONS |
|---|---|
| S. Water | 30 |
| Cherry | 22 |
| W. Main | 16 |
| E. Main | 13 |
| N. Mantua | 12 |
| Summit | 12 |
| University | 12 |
| E. College | 11 |
| Crain | 11 |
| Franklin | 11 |
| Harris | 11 |
| Dodge | 9 |
| S. Lincoln | 9 |
| W. Elm | 8 |
| Fairchild | 7 |
| Silver Meadows | 7 |
| River Bend | 6 |
| Francis | 5 |
| S. Prospect | 5 |
| Valleyview | 5 |




## Street Summary

A total of 114 streets had violations in 2011

The top 20 streets accounted for 56% of the total violations

40% of the streets had only one violation

The map illustrates streets with multiple violations. It's important to remember that the inspection process is mainly complaint based so heavily trafficked streets are likely to have a disproportionately high number of violations called in.

## Property Summary

396 violation notices were issued in 2011

321 different property owners received violation notices

58 properties or 15% of properties (1 out of 7) were repeat offenders in 2011

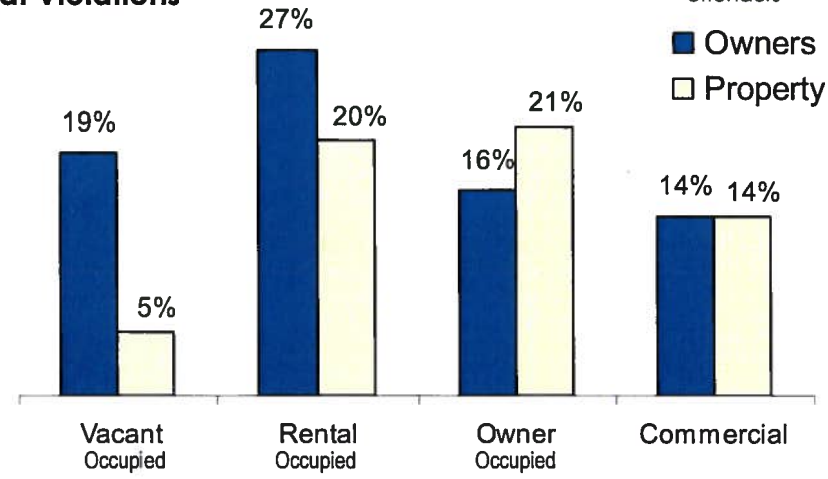
The single owner with the most violations had 11 in the course of the 12 month period

Overall 15 owners had violations at multiple properties (4%)

2 commercial properties were repeat offenders in 2011

1 out of 4 rental property owners were repeat offenders

## Percent of Repeat Violations



# Code Inspection Results 2006 to 2011

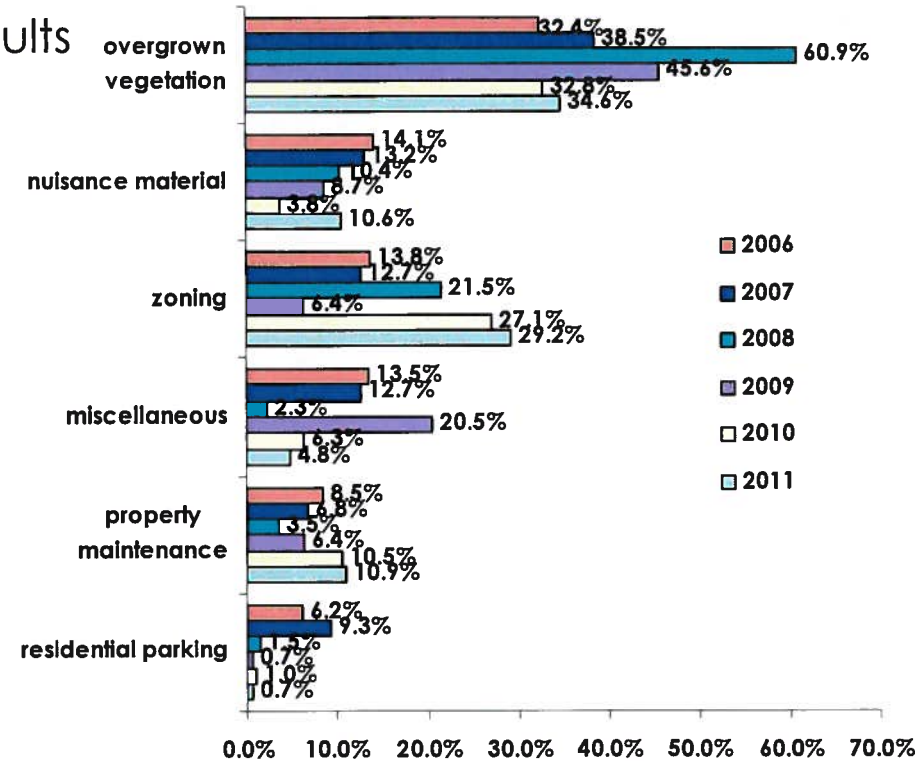
## Code Violation Distribution by Type (2006 to 2011)

Only two of the main violation types decreased this year

2011 was the first year overgrown vegetation complaints increased in three years

Property maintenance, zoning, overgrown vegetation and nuisance material all increased in 2011

Nuisance material violations increased almost 7% in 2011



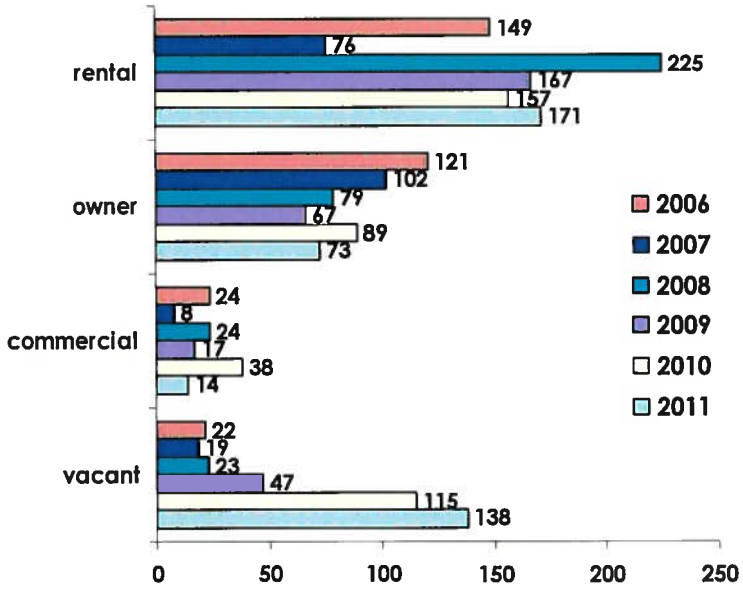

## Code Violations by Property Type (2006 to 2011)

Total rental violations increased by 14

Total owner violations decreased by 16 incidents

In 2008, 2009, 2010 & 2011 rentals had the highest number of overgrown vegetation violations, in 2006 & 2007 owner occupied was the highest

This was the second year the total number of owner occupied violations increased




## Street Violation Summary (2006 to 2011)

7 out of 20 streets with the highest violations changed from 2010 to 2011

Only 4 of the top 5 were the same in 2009, 2010, and 2011

In 2011 the number of streets with violations increased by 7 or 9%

7 streets have remained in the top 20 every year

## Property Violation Summary (2006 to 2011)

Total citations decreased by 4 or 1% from 2010 to 2011

In 2006 the total number of violations by property owner was 254, then a decrease of 88 owners or 35% in 2007, in 2008 the total number increased by 88 back to 254, in 2009 the total number of property owners was 254 again, in 2010 there was an increase of 77 for a total of 331, and finally a decrease of 10 for a total of 321 in 2011

Repeat offender property owners decreased by 3%

Vacant properties were the lowest for repeat violations in 2010 & 2011

# Code Inspection Duties in Kent

The City's code inspection functions are decentralized with responsibilities spread out among several city departments:

- The Health Department manages the enforcement of the state health code, e.g., food service, swimming pools, licensed boarding houses, trash.
- The Fire Department has a range of building inspection duties related to upholding the state fire code, e.g., electrical, ingress/egress, etc.
- The Police Department handles a number of nuisance activities such as enforcement of the noise ordinance and nuisance parties.
- The Community Development Department performs all inspections related to construction activity, administers the zoning code, and responds to a number of exterior maintenance types of complaints, e.g., tall weeds and grass, graffiti, fencing, etc.

# Code Inspection Policy

The City's code inspection efforts are governed by national/state laws and adopted City policy that seeks to protect public health and safety. Where national/state laws establish standards, e.g., building code, fire code, etc., the City ensures private activities comply with those standards through routine permitting, licensing and inspection procedures.

In addition, the City has adopted a range of property requirements that establish local standards for maintenance of private property, e.g., tall weeds and grass, exterior maintenance, etc. These requirements were created as a means to uphold the community's expectations for their investment in their homes, businesses and quality of life enjoyed in the community.

Clean, well-maintained neighborhoods do much more than just make Kent a pleasant place to live. Neighborhoods whose homeowners perform routine, basic maintenance on their structures and yards consistently enjoy lower crime rates and higher property values.

# Code Inspection Practices

For those activities that require permits and licenses, the City has procedures in place that govern the necessary application, notification, and inspection of regulated activities.

For the local code matters, the City has historically used a complaint driven practice, whereby inspections are performed only in response to a complaint. This practice was in part due to the lack of staffing available to patrol neighborhoods and seek out violations fairly, but it was also a policy established by City Council in an effort to maintain a more customer-friendly community.

Since the hiring of a full-time Code Enforcement Officer in 2008 the City has been able to take a more pro-active approach to Code matters while maintaining good customer service.