



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 26, 2019

TO: Dave Ruller, City Manager

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

RE: Proposed Amendment to Zoning Districts Map

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The City of Kent Planning Commission voted on February 5, 2019 to recommend to Kent City Council a proposed amendment to the City's Zoning Districts Map that if authorized by Council, will allow 3.191 acres to be re-zoned from its current "Industrial (I)" zoning designation to "Commercial-Downtown (CD)." The Planning Commission did add a condition to its recommendation requesting that if the amendment to the Zoning Districts Map is authorized by Council, the authorization for the re-zoning include a covenant be recorded with the newly designated parcel requiring all future uses *"whether the use is permitted or conditionally permitted, any parking plan for this parcel, on-site or off-site, must be submitted to and approved by the Planning Commission"* (approved minutes, 2-5-19 Planning Commission meeting).

Consideration of a geographic amendment to the Zoning Districts Map cannot be based on the removal or accommodation of any one specified use. The Planning Commission and City Council are required to evaluate all of the current uses and proposed changes in uses when deliberating a Zoning Districts Map amendment request. In order to ensure the members of Council have all of the information necessary for consideration of the proposed re-zoning amendment, staff has compiled the following information and attached it to this memo:

- List of requirements applicable to all applicants requesting a proposed amendment to the City's Zoning Districts Map, per Chapter 1111 "Zoning Amendments" of the City's Zoning Code, and staff's determination on if the applicant complied with the specified requirements;

- List of all permitted and conditionally permitted uses for the "Industrial (I) Zoning District," which are the current eligible uses that can be considered for development of the site;
- List of the permitted and conditionally permitted uses for the "Commercial-Downtown (CD) Zoning District," which are the uses that will be eligible for site development consideration if the amendment is approved.

As previously requested by Jen Barone in her March 11, 2019 memo, please schedule this item for consideration by the Land Use Committee. I will be attending the session in order to discuss the proposed re-zoning amendment request in greater detail and to answer any questions from members of Council as they evaluate the Planning Commission's recommendation on this matter.

Please let me know if you require any additional information in order to add this item to the April 3, 2019 Land Use Committee agenda. Thank you.

Attachment

Cc: Hope Jones, Law Director  
Eric Fink, Assistant Law Director  
Jen Barone, Development Engineer  
Dawn Bishop, Interim Clerk of Council



# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

**PLANNING COMMISSION CASE NO:** PC19-002 PARCEL REZONING

**APPLICANT:** NYPANO Company LLC

**SITE LOCATION:** 200 West Williams Street

**STATUS OF APPLICANT:** The applicant is the owner of the property.

**REQUESTED ACTION:** The applicant is requesting the rezoning of a portion of the parcel from its current I: Industrial zoning classification to the C-D: Commercial-Downtown zoning classification.

**CURRENT ZONING:** I: Industrial

**TRAFFIC:** The parcel is accessed from West Williams Street.

**SURROUNDING LAND USES:** The property is surrounded by residential uses to the east, industrial to the south, and railroad tracks & the Cuyahoga River to the north & west.

**APPLICABLE CODE SECTIONS:** Chapters 1111, 1146, and 1155 of the Kent Codified Ordinances.

**ANALYSIS:**

The applicant is requesting a change in the City of Kent Zoning Districts Map in accordance with 1111.02(d) by rezoning of a proposed 3.191 acre parcel from its current I: Industrial classification to the C-D: Commercial-Downtown classification. According to the cover letter submitted by the applicant, the 3.191 acre parcel will be split from the current 15.2 +/- parcel to allow for commercial development due to its proximity to downtown.

Chapter 1111 of the Kent Zoning code specifies the process for requesting a zoning map amendment. The evaluation criteria is listed in 1111.03 and are listed below. Staff's evaluation of the fulfillment of these requirements is listed in green below each section.

- (a) For all applications, regardless of whether they are text amendments or zoning map amendments:
- (1) If application is initiated under Section 1111.02(d), application shall be submitted on forms made available by the Community Development Department.
  - (2) If application is initiated under Section 1111.02(d), the fee as specified in Section 1312.02(b) of the Kent Codified Ordinances. Payment of the fee is not refundable.
  - (3) Any and all information required by the Community Development Department and this Chapter of the Kent Zoning Code.

The requirements set forth in 1111.03(a) are procedural in nature. City Staff can affirm that these conditions have been met.

- (b) In addition to the requirements set forth in Section 1111.03(a), for applications involving the amendment of the City's Zoning Map including the amendment of zoning district boundary lines and/or the creation of new zoning districts:
- (1) In the event that the applicant is not the owner of the property / properties to be rezoned, and if the application is initiated under Section 1111.02(d), the applicant shall provide evidence of written authorization from the property owner(s) of the properties involved in the amendment that they have been authorized to pursue the map amendment or change on behalf of the property owner(s).
  - (2) A clear delineation on a map showing property lines, tax map, survey or other document which describes the parcel(s) to be included in the proposed amendment.

The requirements set forth in 1111.03(b)(1)&(2) are procedural in nature. City Staff can affirm that these conditions have been met.

- (3) A written description of the proposed amendment, including a specific indication of how the zoning map is to be amended, including but not limited to a description of the current zoning classification(s) of the properties to be amended, the proposed classification(s) of the properties to be amended and how the proposed rezoning does not constitute "spot" zoning.

The requirements set forth in 1111.03(b)(3) require a written description of the proposed amendment, including a specific indication of how the zoning map is to be amended, including, but not limited to a description of the current zoning classification(s) of the properties to be amended, the proposed classification(s) of the properties to be amended and how the proposed rezoning does not constitute "spot" zoning. The Law Department has reviewed the application. The application does speak to each of these issues. The applicant stated in the cover letter that the proposed rezoning would not qualify as "spot" zoning because the proposed zoning classification (Commercial-Downtown) is contiguous to the Commercial-Downtown zoning district to the north.



- (4) A written description of how the proposed amendment is consistent with any City Master Land Use Plan or other approved City plan as well as how the proposed change is beneficial to the subject property / properties, how the proposed change is beneficial to the City and surrounding neighborhood and how the proposed change will not negatively impact the surrounding neighborhood.

The requirements set forth in 1111.03(b)(4) require a written description of how the proposed amendment is consistent with any City Master Land Use Plan or other approved City plan as well as how the proposed change is beneficial to the subject property / properties, how the proposed change is beneficial to the City and surrounding neighborhood and how the proposed change will not negatively impact the surrounding neighborhood. The applicant states that goals set forth in the 2004 comprehensive plan, listed below, can be incorporated with new development.

- Encourages the development of Industrial properties in the district
- An enhanced and visually appealing secondary entry into the city via Mogadore Road by creating new development complimentary to the existing area and the associated new landscaping appurtenance related thereto
- Enhanced future tax receipts and associated revenues to the City
- Creates a safe "walkable" link corridor from the downtown area to the Post Office
- Creates a safer more pedestrian and vehicular friendly intersection at Franklin and Summit Streets
- Incentivizes future new development in the downtown district

The applicant stated numerous benefits to the City, including:

- Expanded economic growth
- Create safe pedestrian sidewalks
- Create employment opportunities
- Connect the district to the bike trails
- Facilitate economic opportunities for all of Kent's diverse residents
- Under the plan's "The Economy" section and listed as Goal #1 – Develop: "incentivizes that encourage continued investment in the Central Business District. Review zoning and building regulations to make changes beneficial to the Central Business District

- (5) If the application is initiated under Section 1111.02(d), a list of current property owners within and contiguous to and directly across the street from any part of the defined area to be amended or 500 feet from such area, whichever is greater, as well as the addresses of such owners which shall be those that appear on the County Auditor's Tax List or the Treasurer's mailing list.
- (6) If the application is initiated under Section 1111.02(d), a certified copy of each and every tax map page used to obtain the list of names of the property owners being submitted.

The requirements set forth in 1111.03(b)(5)&(6) are procedural in nature and are more accurately replaced by software contained within the Community Development office. City Staff will waive these requirements in favor of its more accurate database and resulting mailing list for notification.

- (c) In addition to the requirements set forth in Section 1111.03(a), for applications involving the amendment of the text of the Zoning Code, including amendments to existing chapters or the creation of new chapters:
- (1) A statement of the proposed text change in the regulations set forth in this Zoning Ordinance. This statement should reference the specific Section(s) of the existing code which are proposed to be amended along with the proposed wording to be added, modified or deleted as part of the amendment.
  - (2) A written description of how the proposed amendment is consistent with any City Master Land Use Plan or other approved City plan as well as how the proposed change is beneficial to the City and other land uses within the City.

The requirements set forth in 1111.03(c) do not apply to a zoning map change.

**The Planning Commission and Kent City Council must consider that any of the uses, permitted or conditionally permitted, in the C-D District may be built on this parcel. The current I District uses and the uses for the proposed C-D District are included herewith:**

**CURRENT**

**I: INDUSTRIAL (Chapter 1155)**

**Permitted Uses**

- (1) Parking lot and garage.
- (2) Plant Greenhouse.
- (3) Warehousing.
- (4) Wholesale establishments.
- (5) The following types of manufacturing, processing, cleaning, servicing, testing or repair activities which will not be materially injurious or offensive to the occupants of adjacent premises or the community at large by reason of the emission or creation of noise, vibration, smoke, dust or other particulate matter, toxic and noxious materials, odors, fire or explosive hazards, glare or heat, or electromagnetic disturbances:
  - (a) Bakery goods, candy, cosmetics, pharmaceutical, toiletries and food products, except fish or meat products, sauerkraut, yeast and rendering or refining of fats or oils.
  - (b) Products from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, fiber, fur, glass, hair, horn, leather, plastics, precious or semi-precious metals or stones, metal, shell, textiles, tobacco, wax, wood (where saw and planing mills are employed within a completely enclosed building), and yarns.

- (c) Pottery and figurines, using previously pulverized clay and kilns fired only with gas or electricity.
  - (d) Musical instruments, toys, novelties, rubber, metal stamps and other small rubber products.
  - (e) Electrical and electrical appliances, instruments and devices, television sets, radios, phono-graphs and household appliances.
  - (f) Electric and neon signs, billboards and other commercial advertising structures.
  - (g) Laboratories and processing -experimental, film or testing provided no operation shall be conducted or equipment used which would create hazards, noxious or offensive conditions.
- (6) The following uses, provided storage is within an enclosed building or an area enclosed on all sides by a solid masonry wall or a minimum six (6) foot solid, painted fence with openings no greater than fifteen percent (15%):
- (a) Building materials, sales yard and lumber yard including millwork when within a completely enclosed building.
  - (b) Contractor's equipment storage yard or plant, or storage and rental of equipment commonly used by contractors.
  - (c) Fuel, food and goods distribution station, warehouse and storage, but excluding coal and coke. Flammable liquids, underground storage only if located less than 300 feet from any R District.
  - (d) Public storage garage and yards.
- (7) The following uses may be conducted no closer than one hundred (100) feet of any R-District. Where the I District abuts upon but is separated from any R District by a street, the width of the street may be considered as part of the required setback:
- (a) Bag, carpet and rug cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
  - (b) Blacksmith, welding or other metal working shops, including machine shop operations of the tool, die and gauge types.
  - (c) Carpenter, cabinet, upholstering, sheet-metal, plumbing, heating, roofing, air conditioning, sign painting, painting and other similar establishments.
  - (d) Foundry, casting lightweight nonferrous metals, not causing noxious fumes or odors.
  - (e) Ice manufacturing and cold storage plant; creamery and bottling plant.
  - (f) Laundry, cleaning and dyeing plant.
  - (g) Repair services for machinery and equipment including repair garages and specialty establishments such as motor, body and fender, radiator, motor tune-ups, muffler shops, tire repairing sales and service including vulcanizing.
  - (h) Stone or monument works not employing power tools; or if employing such tools when within a completely enclosed building.
  - (i) Veterinarian hospital or clinic.
  - (j) Recycling Centers.
- (8) Accessory uses clearly incidental to the principal uses permitted on the same premises.
- (9) Signs as regulated by Chapter 1165.

- (10) A residential efficiency apartment or 1 bedroom apartment not exceeding 800 square feet in total area may be permitted in an existing industrial building. The occupancy of such space is limited to the owner/operator of the bawdiness and their immediate family and may not be rented out to other individuals. Such use must meet all other building and fire code requirements and is required to obtain a zoning permit. No additional parking is required.

#### Conditionally Permitted

- (1) Governmentally owned and/or operated buildings and facilities subject to Section 1171.01(3), (7) and (9).
- (2) Truck or transfer terminals subject to Section 1171.01(45).
- (3) Oil and gas wells, drilling and operations necessary for their extraction, storage and skimming subject to Chapter 1173.
- (4) Soil removal or extraction operations for sand, clay, stone, gravel, coal and other natural resources subject to Section 1171.01(5),(12),(13),(15),(16),(17) and (20).
- (5) Public utility right-of-ways and pertinent structures subject to Section 1171.01(10).
- (6) Temporary buildings and uses incidental to construction work subject to Section 1171.01(17) and (24).
- (7) Any manufacturing, processing, cleaning, servicing, testing or repairs of materials, goods or products, provided such operations will not be materially injurious or offensive to the occupants of adjacent premises or community by reason of the emission or creation of noise, vibration, electrical or other types of interference, smoke, dust or other particulate matter, toxic and noxious materials, odors, fire or explosive hazards or glare or heat subject to Section 1171.01(26) and (42).
- (8) Junk yards and scrap yards subject to Section 1171.01(4), (16), (31) and (44).
- (9) Sanitary landfill site subject to Section 1171.01(1), (3), (4), (16), (31) and (43).
- (10) Crematories, conditionally permitted, subject to Section 1171.01(53).
- (11) Child Day Care Facilities as subject to Section 1171.01(1), (2), (3), (5), (9), (11), (17) and (54).
- (12) Recreational facilities subject to Section 1171.01(2), (5), (30), and (35).
- (13) Clubs, lodges, charitable, fraternal or social organizations, but expressly excluding fraternity and sorority houses.

#### Specially Permitted

- (1) Adult bookstores, adult motion-picture theaters and adult cabarets as restricted by Section 1171.01(49)

### **PROPOSED**

#### **C-D: COMMERCIAL-DOWNTOWN (Chapter 1146)**

#### Permitted Uses

- (1) Establishments engaged in retail trade, such as those listed in Section 1141.02 (a) (3) as well as outdoor display areas subject to Section 1141.09 [Sections 1141.02(a)(3) and 1141.09 are provided below in blue.]



1141.02(a)(3) Establishments engaged in retail trade, such as:

- (a) Drug Store.
- (b) Book and stationery store.
- (c) Apparel store.
- (d) Florist.
- (e) Antique store.
- (f) Sporting goods store.
- (g) Jewelry store.
- (h) Optical goods store.
- (i) Furniture, home furnishings and office equipment and office supplies store.
- (j) Beverages including liquor.
- (k) Restaurant.
- (l) Gift shop.
- (m) Food sales, including supermarket.
- (n) Preparation and processing of food and drink to be retailed on the premises, such as bakery, meat market and delicatessen.
- (o) Sale of clothing and apparel; shoe and variety store; art, photo, stationery, notion, hobby, toy, book, music, floral, jewelry, gift sales and interior decorating offices.
- (p) Retail sale of hardware, paint, floor coverings, wall paper, materials and objects for interior decorating, auto accessories and repair of household appliances and bicycles.
- (q) Retail sale of furniture, appliances, drapery, carpeting and other major household articles.
- (r) Cultural, educational or religious facilities.

1141.09 OUTDOOR DISPLAY AREAS

Merchandise to be sold at retail on the premises may be displayed out-of-doors except that no such display areas shall be within fifty (50) feet of any residential district. Display areas shall be screened from abutting residential uses by landscaping sufficient to limit to a minimum all visual effects of such display area; such landscaped buffer shall be maintained in a neat and orderly fashion.

Open air markets, which have been specifically approved by the Planning Commission may operate under the conditions of such approval.

- (2) Eating and drinking establishments
- (3) Establishments engaged primarily in finance, insurance, and real estate
- (4) Establishments engaged in the provision of services to individuals and businesses
- (5) Hotels
- (6) Public buildings, such as:

- (a) Libraries
- (b) Post Office
- (c) Municipal, county, state or federal government buildings
- (7) Theaters, dance studios and schools, art galleries, and museums
- (8) Accessory uses clearly incidental to the principal uses permitted on the same premises
- (9) Wall signs, projecting signs, window signs, and temporary signs as defined in Section 1146.11 and as regulated by Chapter 1165
- (10) Multi-family residential
- (11) Clubs, lodges, fraternal, charitable or social organizations subject to Section 1171.01(3), (4) and (5).

Conditionally Permitted Uses

- (1) Churches and other buildings used for religious worship
- (2) Public and parochial schools
- (3) Governmentally owned and/or operated parks and playgrounds
- (4) Quasi-public, institutionally or organizationally owned and/or operated recreational, instructional and meeting facilities such as those developed and used by the YMCA/YWCA, Boy/Girl scouts or various fraternal or community service groups
- (5) Lodging and boarding house accommodations
- (6) Amusement and recreational uses, but excluding drive-in theaters
- (7) Radio or television broadcasting station
- (8) Carpenter, cabinet, upholstering, sheet metal, plumbing, heating, roofing, air conditioning, sign painting, painting and other similar establishments
- (9) Planned, integrated commercial developments
- (10) Drive-in banking facilities
- (11) Bed & Breakfast facilities
- (12) Open air markets
- (13) Clubs, lodges, fraternal, charitable or social organizations subject to Section 1171.01(3), (4) and (5).

**MEMORANDUM**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**City of Kent**

Date: March 11, 2019

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer *JB*

Re: Zoning Map Amendment  
200 West Williams

Copy: Hope Jones, Law Director  
Melanie Baker, Service Director  
Bridget Susel, Director of Community Development  
James Bowling, City Engineer  
Eric Fink, Assistant Law Director  
Dawn Bishop, Civil Service  
file

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I hereby respectfully request City Council agenda time on April 3, 2019 for Council to consider a zoning map amendment to change a 3.191 acre parcel from I: Industrial to C-D: Commercial-Downtown.

On February 5, 2019 the Kent Planning Commission held a public hearing and discussed the proposed zoning change. The Planning Commission voted 5-0 to recommend that City Council amend the zoning map to change the parcels delineated on the attached map from I: Industrial to C-D: Commercial-Downtown with a covenant, "*Whether the use is permitted or conditionally permitted, any parking plan for this parcel, on-site or off-site, must be submitted to and approved by the Planning Commission.*" A copy of the proposed zoning map amendment area is attached.

A public hearing regarding this matter was advertised to be held prior to the April 3, 2019 prior to the Committee session. Please schedule this item for Land Use Committee review by Kent City Council.

**PROPOSED LOT SPLIT EXHIBIT**  
**STATE OF OHIO, COUNTY OF PORTAGE,**  
**CITY OF KENT, BEING PART OF**  
**ORIGINAL FRANKLIN TOWNSHIP LOT 12**

P.O.B. &  
T.P.O.B.

W. SUMMIT STREET 60'  
N 89°39'52" E  
112.97' Obs.



SCALE: 1"=60'

**BASIS OF BEARINGS**

THE BASIS FOR BEARINGS FOR THIS SURVEY IS  
 GRID NORTH OF THE OHIO STATE PLANE COORDINATE  
 SYSTEM, NORTH ZONE, NAD83(2011).

L=525.37'  
 R=1939.00'  
 Δ=15°31'27"  
 C LEN=523.76'  
 BRG=N 35°30'02" E  
 T=264.30'

AKRON BARBERTON  
 CLUSTER RAILWAY COMPANY  
 O.R. 1169, PAGE 708

DEED PROPERTY 5

AREA  
 138,980 SQ. FT.  
 3.191 ACRES

NYPANO COMPANY, LLC.  
 O.R. 1089, PAGE 884

- L1 - S 87°59'03" W, 63.09'
- L2 - S 28°58'37" W, 77.09'
- L3 - S 12°17'22" W, 83.59'

NYPANO COMPANY, LLC.  
 INSTR. 200222542  
 DEED PROPERTY 1

L=176.99'  
 R=60.00'  
 Δ=169°00'41"  
 C LEN=119.45'  
 BRG=S 83°44'04" W  
 T=623.77'

L2  
 ISABEL M. L1  
 FARNSWORTH-MERCER  
 INSTR. #201121694

L3  
 THOMAS S. PIOTRKOWSKI  
 INSTR. #200341999

N 43°15'45" E  
84.22'  
 N 46°44'15" W  
163.25'

90.00'  
 S 89°13'43" W



WILLIAMS STREET  
 PLAT BOOK 33, PAGE 33

PREPARED BY: CAMPBELL & ASSOCIATES, INC.  
 02/26/2019 - JOB #20190024





# City of Kent, Ohio

## Office of the City Manager

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To: Dave Ruller, City Manager

From: Harrison Wicks, Assistant to the City Manager *HW*

Date: March 27, 2019

RE: New Special Event Application – Kent Torch Fest

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The City Manager's Office has received a special event application for a new event known as the Kent Torch Fest and requires council approval. This event will take place **Thursday, June 20th from 4-9pm** on West Main Street, including the Main Street Bridge, between River Street and Water Street. The Franklin Mills Riveredge Park and Hometown Bank Plaza will also be included in the festival activities.

The event will temporarily close West Main Street from River to Water Streets beginning at 10am on Thursday, June 20<sup>th</sup> and continue until 10pm that evening.

The Kent Torch Fest is an event for residents, businesses, and the community to commemorate the 50<sup>th</sup> anniversary of the Cuyahoga River fire that occurred on June 22, 1969 and celebrate the work of the Kent community to make the river a destination for all to enjoy.

This event is part of a regional collaboration and includes a series of local ceremonies along the entire length of the Cuyahoga River. The first festival in the series will be held in downtown Kent (i.e. Kent Torch Fest).

The festival will include art installations, food vendors, and live music. A 'Passing of the Torch' ceremony will begin at 6:00pm in Franklin Mills Riveredge Park and culminate with the unveiling and dedication of a commemorative relief as well as highlight the Cuyahoga River as a national Water Trail.

Please let me know if you have any questions concerning the attached materials or if you need any additional information.

For more information on the Kent Torch Fest and regional Xtinguish Celebration series please visit <https://xtinguishcelebration.com/torch-fest/>.

Thank you.

cc: Dawn Bishop, Interim Clerk of Council

APPLICATION FOR SPECIAL EVENT  
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES,  
ETC. City of Kent, 301 S. Depeyster Street, Kent, OH 44240

NAME OF EVENT Kent Torch Fest  
ORGANIZATION SPONSORING EVENT Kent Parks & Recreation / City of Kent  
APPLICANT NAME John Idone PHONE 330-673-8897  
ADDRESS 497 Middlebury Road, Kent, OH 44240

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

Harrison Wicks 330-676-7572  
Nancy Pizzino 330-673-8897 Ext 7273

DATE OF EVENT Thursday, June 20, 2019 NO. OF PARTICIPANTS +500

REQUESTED PERMIT TIME: Start Set up 10 AM Start Event 4 PM  
End Event 9 PM End Cleanup 10 PM

IF PARADE: STARTING POINT N/A ENDING POINT N/A

USE OF CITY WATER NEEDED? Yes, food vendors  
(IF YES, PLEASE EXPLAIN)

USE OF CITY ELECTRIC NEEDED? Yes, music stage  
(IF YES, PLEASE EXPLAIN)

**In addition to the application please submit the following information:**

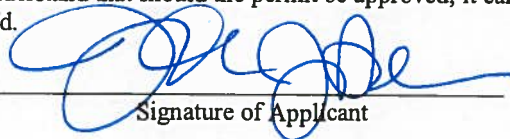
- Attach map to application showing proposed streets to be blocked off for event, and route of parade or race. (May be hand drawn.)
- Proof of Insurance is required before permit can be issued.
- Please attach list of possible vendors/booths to be part of event (food, retail, etc.).

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

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

Kent P+R John Idone

Name of Applicant



Signature of Applicant

Office Use. Do not write below this line.

Sent to:

Safety, Service, Fire, Police, and Health Departments for review and approval  
via \_\_\_\_\_ on \_\_\_\_\_.

MEMORANDUM AGREEMENT \_\_\_\_\_ YES \_\_\_\_\_ NO  
APPLICATION APPROVED \_\_\_\_\_ APPLICATION DISAPPROVED \_\_\_\_\_

PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.

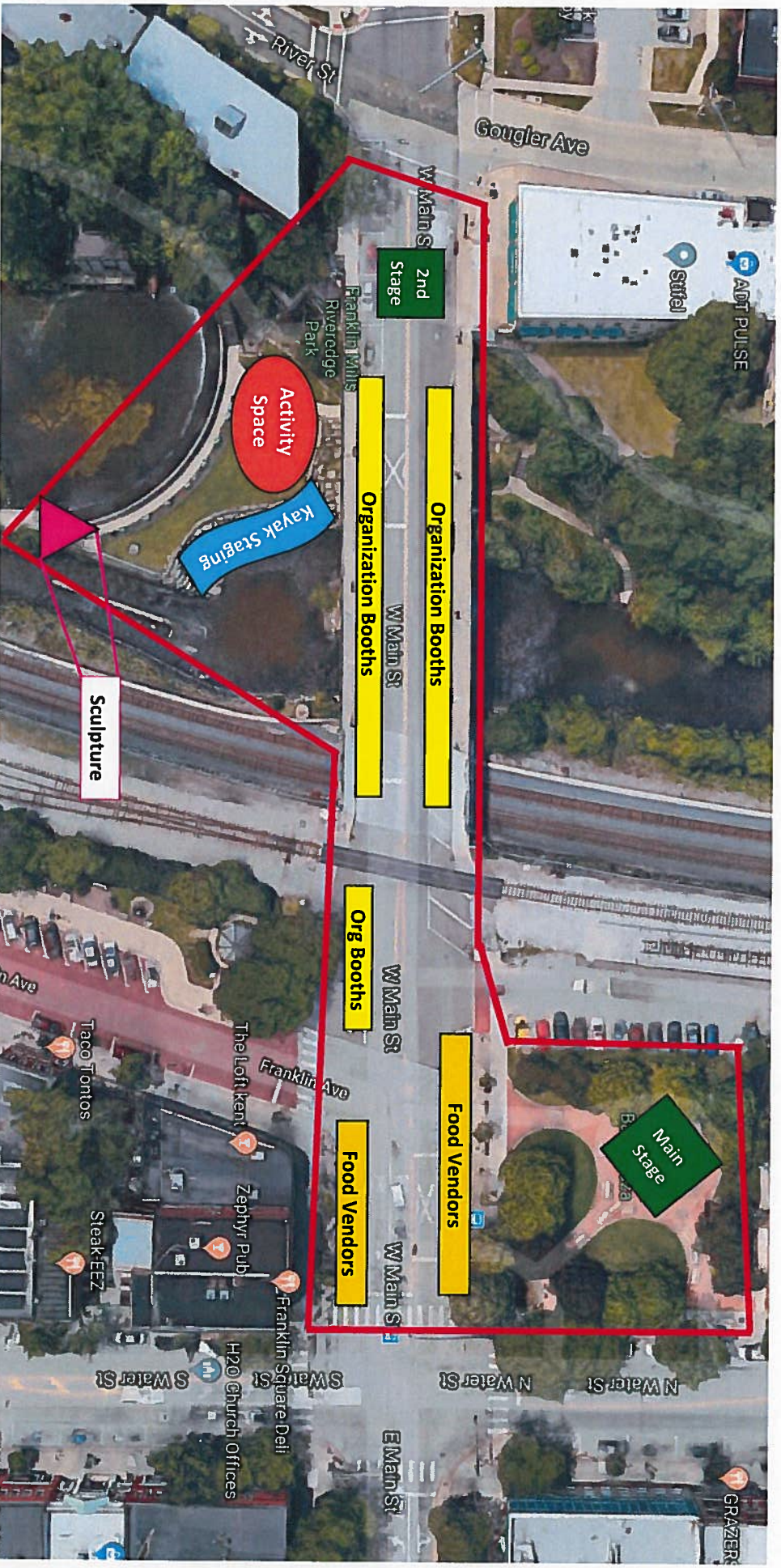
\_\_\_\_\_  
Law Director

\_\_\_\_\_  
Date

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



# Kent Torch Fest – Event Map (Thursday, June 20, 2019)



## Set Up:

- Road Closure Begins 10am
- Main Stage & 2<sup>nd</sup> Stage Set up 10-4pm
- Org & Food Vendor Set up 3-4pm

## Program Schedule:

- 4:00-4:30pm Hal Walker (*Tentative*) – 2<sup>nd</sup> Stage
- 4:30-6:00pm Alex Bevan – 2<sup>nd</sup> Stage
- 6:00-6:15pm Poetry Readings – 2<sup>nd</sup> Stage
- 6:15-7:00pm Ceremony & Sculpture Unveil – 2<sup>nd</sup> Stage & Riveredge Park
- 7:00-9:00pm Chardon Polka Band – Main Stage, Hometown Bank Plaza

## Break Down:

- 9-10pm
- Road Closure Ends 10pm



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2019

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jackson, Dieken & Associates 27893 Clemens Rd Westlake OH 44145-1169	<b>CONTACT NAME:</b> Ben Sutton <b>PHONE (A/C No. Ext):</b> 330-562-5145 <b>FAX (A/C No.):</b> 330-562-5148 <b>E-MAIL ADDRESS:</b> ben@suttoninsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> City of Kent 930 Overholt Drive Kent OH 44240	<b>INSURER A:</b> US Specialty Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 469068880      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PKG80610679	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PKG80610679	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Info Only  
Excess coverage applies to General Liability, including Sexual Abuse, Stop Gap Liability and Employee Benefits

<b>CERTIFICATE HOLDER</b>  City of Kent 930 Overholt Dr Kent OH 44240	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kelly McKeon</i>



**Potential Vendor List for Kent Torch Fest**

Status	Organization	Name/Contact Info.
	Cuyahoga Valley National Park	
	Environmental Education Council of Ohio	
	Green Energy Ohio	
	Haymaker Farmers' Market	
	Kent Environmental Council	
	KSU Student Recreation & Wellness	
	ODNR Division of Natural Areas and Preserves	
	Keelhaulers Canoe Club	
	Share the River	
	Portage Park District	
	Student Org: Biology Club	
	Student Org: Habitat for Humanity : KSU	
	Student Org: Herrick Conservatory and Sustainability Club	
	Student Org: Kent State Environmental Society	
	Student Org: Sustainable Living at Kent	
	The Nature Conservancy in Ohio	
	The Ohio EPA	
	West Creek Conservancy	
	Akron Zoo	
	Biological Sciences	
	Biological Sciences Water Quality Quest Team	
	The Campus Kitchen	
	Center for Student Involvement	
	Clean Fuels Ohio	
	Cleveland Metro parks	
	Community Engaged Learning	
	Cuyahoga River Restoration	
	Cuyahoga Valley Environmental Education Center	
	Davey Resource Group, Inc	
	Don't Break the Lake/ Cuyahoga 50/ Sustainable Cleveland	
	EnviroScience	
	Friends of the Crooked River	
	Great Lakes Biomimicry	
	Greater Akron Innovator Network for Sustainability (GAINS)	

	Habitat for Humanity of Portage County	
	Kent City Schools	
	Kent Cycle	
	Kent Parks and Recreation	
	Kent Sustainability Commission	
	Kent Stormwater Management	
	Office of Sustainability	
	Ohio River Foundation (for Ohio River)	
	Ohio Wetland Association	
	PARTA	
	Portage County Clothing Center	
	Portage County Solid Waste District	
	Portage County Soil & Water District	
	Standing Rock Cultural Arts	
	The Holden Arboretum and Botanical Gardens	
	Wick Poetry Center	

**Potential Food Vendors**

	Burnside BBQ	
	Grazers	
	Erie Street Kitchen	
	Roll Call Burgers	

**Petition to Businesses: Kent Torch Fest – Thursday, June 20, 2019 Road Closure**

The Kent Torch Fest is an event for residents, businesses, and the community to commemorate the 50<sup>th</sup> anniversary of the Cuyahoga River fire that occurred on June 22, 1969 and celebrate the work of the Kent community to make the river a destination. The Kent Torch Fest is part of a regional collaboration and includes a series of local ceremonies along the entire length of the Cuyahoga River. The first festival in the series will be held in downtown Kent!

The event will be held **Thursday, June 20, 2019 from 4-9pm**. Road closure of West Main Street between Gougler Avenue and Water Street would be in effect from 10am to 10pm.

We are asking business owners to sign this petition in approval of the proposed road closure of West Main Street between Gougler Avenue and Water Street. This petition will be presented to the City of Kent for approval before moving forward with further planning. Thank you for your consideration!

I support the proposed road closure of West Main Street between Gougler Avenue and Water Street for the     Kent Torch Fest     on   June 20, 2019  . The event will run from   4pm   to   9pm   with road closure in effect from   10am   to   10pm  .

Business Name

Contact Signature

Phone #

Hometown Bank

Marilyn Sessions

330-673-9827

FRANKLIN ST. DBI

C/S/L

673-2942

THE LOFT

Brad Patterson

330-549-3582

WEST RIVER PLACES

David Fuller

330-219-7755

Kent P+R

[Signature]

330-842-2381

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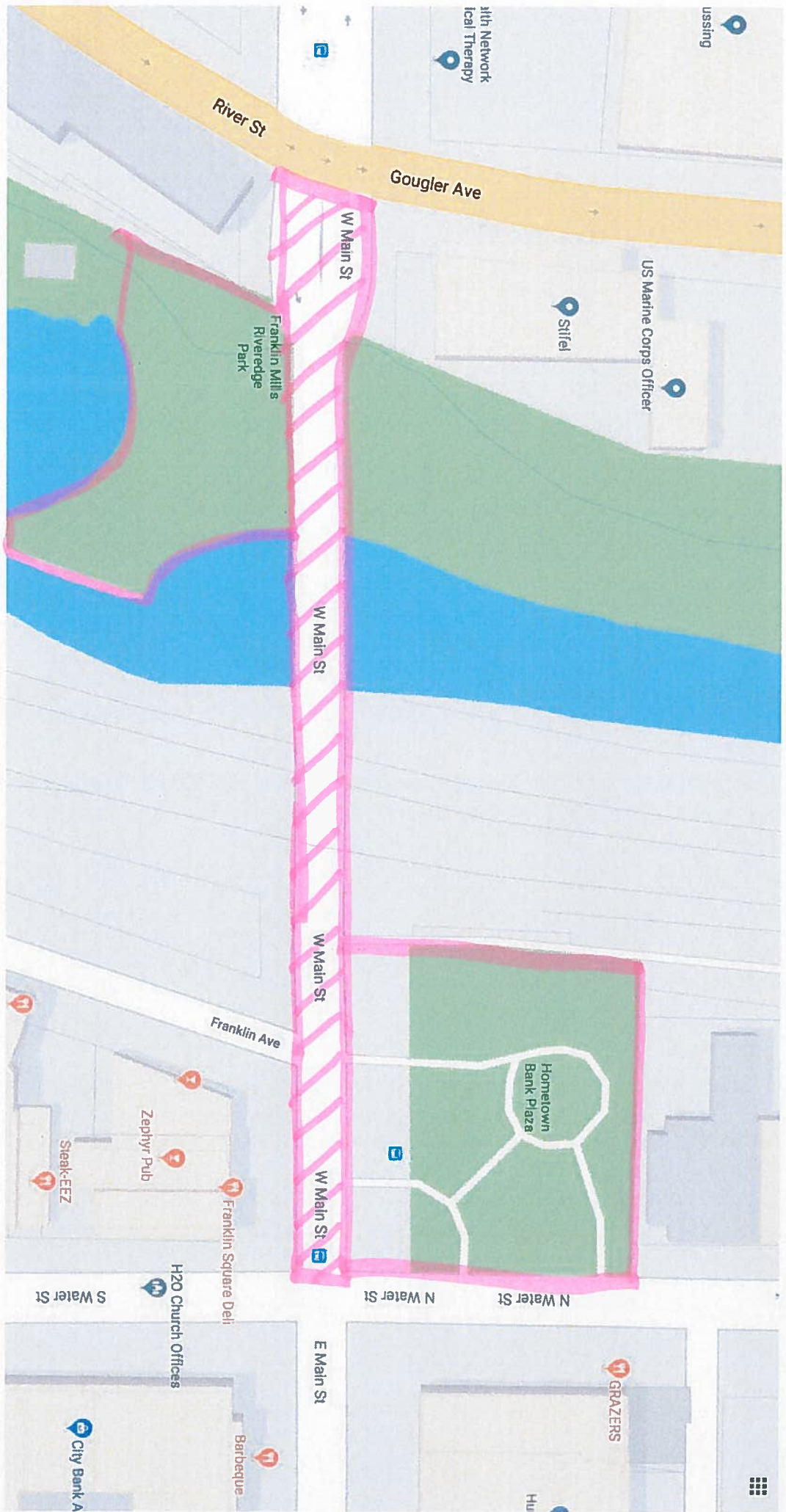
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***An opportunity for residents, businesses, and the community to commemorate the 50<sup>th</sup> anniversary of the Cuyahoga River fire that occurred on June 22, 1969 and celebrate the work of the Kent community to make the river a destination for all to enjoy! The Kent Torch Fest is part of a regional collaboration and includes a series of local ceremonies along the entire length of the Cuyahoga River. The first festival in the series will be held in downtown Kent! Beginning at 4:00pm the festival will include art installations, food trucks, and live music with musical acts such as Alex Bevan, the Chardon Polka Band, and more! A 'Passing of the Torch' ceremony will begin at 6:00pm in Riveredge Park and culminate with the unveiling and dedication of a commemorative relief as well as highlight the Cuyahoga River as a national Water Trail!***

When: 4 - 9pm, Thursday, June 20, 2019

Where: Downtown Kent (Riveredge Park, Main Street Bridge, & Hometown Bank Plaza)

Who: This event is free and open to everyone!

## Sponsorship Opportunities

### **Title Sponsor (\$3,000 and above)**

- Naming rights to the community event (i.e. Kent Torch Fest Presented by...)
- Spoken recognition at the event and company name and logo featured on all signage at the event
- Company name and logo on all print material, print and digital advertisements, press releases, and digital promotions
- Company name featured in all social media promotional messages
- Logo most prominently placed on event map

### **Spotlight Sponsor (\$1,000)**

- Spoken recognition at the event and company name and logo featured on all signage at the event
- Company name and logo on all print material, print and digital advertisements, press releases, and digital promotions
- 20 social media mentions throughout event promotion
- Logo prominently placed on event map

## Community Sponsor (\$500)

- Spoken recognition at the event and company name and logo featured on all signage at the event
- Company name and logo on all print material, print and digital advertisements, press releases, and digital promotions
- 10 social media mentions throughout event promotion
- Logo placed on event map

## Small Business/Individual Sponsor (\$250/\$100)

- Spoken recognition at the event
- 5 total social media mentions throughout event promotion (Businesses Only)
- Logo placed on event map (Businesses Only)

# Sponsor Here:

Please select the level of sponsorship requested.

\_\_\_\_\_ Title Sponsor (\$3,000 and above)

\_\_\_\_\_ Spotlight Sponsor (\$1,000)

\_\_\_\_\_ Community Sponsor (\$500)

\_\_\_\_\_ Small Business/Individual Sponsor (\$250/\$100)

Business/Individual Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **PAYMENT DEADLINE: April 26, 2019**

Please return this completed form and contribution to:

Kent Parks & Recreation Department  
Attn: Kent Torch Fest Planning Committee  
497 Middlebury Road  
Kent, OH 44240

**(If writing a check, please make it out to 'Kent Parks & Recreation Department')**


For more information and to get involved with the event, visit [xtinguishcelebration.com](http://xtinguishcelebration.com) or email Harrison Wicks at [wicksh@kent-ohio.org](mailto:wicksh@kent-ohio.org).



# City of Kent, Ohio

Office of the City Manager

To: Dave Ruller, City Manager

From: Harrison Wicks, Assistant to the City Manager 

Date: March 27, 2019

RE: Main Street Kent Additional Street Closure – Wizardly World of Kent

---

Main Street Kent (MSK) has staged the Wizardly World of Kent event in the downtown for the past three years, with attendance increasing every year. In order to better accommodate this increase and improve pedestrian flow and access to vendor services, Main Street Kent is seeking to expand the street closure area for this event.

Attached is a map depicting the current permitted street closure and the expanded area being proposed by Main Street Kent for North Water Street, from Main Street to Portage Street – expanded from Columbus Street.

I am respectfully requesting time at the April 3, 2019 Council Committee meeting to present the proposed expansion to the members of Council and to request their approval as part of the City's event permitting process.

Please let me know if you have any questions concerning the attached materials or if you need any additional information.

Thank you.

cc: Dawn Bishop, Interim Clerk of Council

## Petition to Businesses: Wizardly World of Kent - July 27, 2019 Road Closure

After three very successful Kent Potterfest/Wizardly World of Kent events, Main Street Kent is planning a similar event for Sat., July 27, 2019. Due to the incredible amount of foot traffic created by this event, we feel it is imperative to the safety of event attendees and our community to close these streets for the event:



1. W. Main St., from Franklin Ave. to Water St.
2. E. Main St., from Water St. to DePeyster St.
3. N. Water St., from Main St. to Portage St. (new/expanded from Columbus St.)
4. S. Water St., from Main St. to Erie St.
5. E. Erie St., from the S. Water St. to DePeyster St.

We realize this may inconvenience some of our business owners; however the event planning committee feels this is necessary to ensure a safe, successful event.

We are asking business owners in the newly added event area to sign this petition in approval of the proposed road closure. This petition will be presented to the City of Kent for approval before moving forward with further planning. Thank you for your cooperation.

Sincerely,

Heather Malarcik  
Executive Director  
Main Street Kent  
330-677-8000  
[heather@mainstreetkent.org](mailto:heather@mainstreetkent.org)



Petition to Businesses: Wizardly World of Kent - July 27, 2019 Road Closure

I support the proposed road closure for Wizardly World of Kent on Sat., July 27, 2019. The event will run from 10:00am to 8:00pm, with road closure in effect from 6:00am to 10:00pm.

<u>Business Name</u>	<u>Contact Signature</u>	<u>Phone #</u>
Home town Bank	Michael Lewis	330 842 2504
SCRIBBLERS Coffee Co.	Bobby Blum	330-732-7174
vows to video	<del>Michael Lewis</del>	<del>330-703-8017</del>
Recs + Every	<del>Michael Lewis</del>	<del>330-940-9567</del>
Brewhouse	See Attached Email	



From: Jimmy Tribuzzo <[brewhousejbs@yahoo.com](mailto:brewhousejbs@yahoo.com)>

Sent: Wednesday, March 20, 2019 5:28 PM

To: Heather Malarcik

Subject: Re: July 27 Wizardly World of Kent Road Closure

Heather,

Thank you for keeping me updated on events in the city. **The Brewhouse will not be open July 27 th so any closure of the streets will be fine.**  
Have a great day!

Jimmy

Sent from my iPhone

On Mar 20, 2019, at 3:12 PM, Heather Malarcik <[heather@mainstreetkent.org](mailto:heather@mainstreetkent.org)> wrote:

Jim,

Thanks for taking the time to talk with me today about the road closure for the July 27 Wizardly World of Kent. As I mentioned, we would like to close N. Water St. up to Portage St., which will limit access to Brewhouse during the event. You mentioned that your business will not be open that day, so this will not impact you. Can you please confirm this via email, so I can share this information with the city of Kent? Many thanks!

Best,

Heather Malarcik  
Executive Director  
Main Street Kent  
330-677-8000



# City of Kent, Ohio

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## Office of the City Manager

To: Dave Ruller, City Manager

From: Harrison Wicks, Assistant to the City Manager *HW*

Date: March 27, 2019

RE: New Special Event Application – Flashes Forever

---

The City Manager's Office has received a special event application for a new event known as Flashes Forever and requires council approval. This event will take place **Wednesday, May 8th from 6-8pm** on North Water Street, between Main Street and Columbus Street. Hometown Bank Plaza will also be included in the event activities.

The event will temporarily close North Water Street, between Main and Columbus Streets beginning at 4pm on Wednesday, May 8th and continue until 10pm that evening.

The Flashes Forever event is hosted by the Kent State University Office of Alumni Relations to celebrate senior graduation in May 2019 and provide resources and connections for students as they transition into alumni status.

The event will include outdoor games and activities, food vendors, and live music. The KSU Office of Alumni Relations event organizers are pursuing a liquor permit from the State of Ohio Department of Commerce, Division of Liquor Control to allow alcohol in Hometown Bank Plaza. If approved, alcohol will be limited to Hometown Bank Plaza only and will include barricades with monitored entrances to ensure compliance set by the Division of Liquor Control. No alcohol will be allowed on North Water Street.

Please let me know if you have any questions concerning the attached materials or if you need any additional information.

Thank you.

cc: Dawn Bishop, Interim Clerk of Council

APPLICATION FOR SPECIAL EVENT  
PARADES, FESTIVALS, CARNIVALS, PUBLIC ASSEMBLIES,  
ETC. City of Kent, 301 S. Depeyster Street, Kent, OH 44240

NAME OF EVENT Flashes Forever  
ORGANIZATION SPONSORING EVENT Kent State University Alumni Relations  
APPLICANT NAME Dennis Watson PHONE 330-672-8048  
ADDRESS 350 S. Lincoln St. Kent, OH 44242

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

Dennis Watson - 330-502-3084

DATE OF EVENT wed. May 8, 2019 NO. OF PARTICIPANTS 500

REQUESTED PERMIT TIME: Start Set up 4:00 pm Start Event 6:00 pm  
End Event 8:00 pm End Cleanup 10:00 pm

IF PARADE: STARTING POINT N/A ENDING POINT N/A

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

USE OF CITY ELECTRIC NEEDED? YES - For Trucks + Games  
(IF YES, PLEASE EXPLAIN)

**In addition to the application please submit the following information:**

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

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

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

Dennis Watson  
Name of Applicant

[Signature]  
Signature of Applicant

Office Use. Do not write below this line. Sent to:  
Safety, Service, Fire, Police, and Health Departments for review and approval  
via email on 3/12/19

MEMORANDUM AGREEMENT YES NO  
APPLICATION APPROVED        APPLICATION DISAPPROVED       

PROOF OF INSURANCE REQUIRED BY ORDINANCE 316.04 HAS BEEN REVIEWED AND APPROVED.

[Signature] 3/13/19  
Law Director Date

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

© 2014 Google

Hometown Bank



Hometown Bank Plaza



E

N Water St



N Water St

Huntington E  
McKay Brick



MAIN ST.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 200 Public Square Suite 3760 Cleveland, OH 44114  18875 -KenSt-PRIM-18-19	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> IUC-IC Insurance Consortium		_____
<b>INSURER B :</b> N/A		N/A
<b>INSURER C :</b> N/A		N/A
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-005422961-20                      **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		IUC-IC-GL JULY 2018-19	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ NOT COVERED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Incl. in Gen. Agg. \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		IUC-IC-AL JULY 2018-19	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Kent is named as an additional insured for any events sponsored and/or approved by Kent State University.

<b>CERTIFICATE HOLDER</b>  CITY OF KENT LAW OFFICE 319 S WATER ST PO BOX 5192 KENT, OH 44240	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Michael R. Jackisch <i>Michael Jackisch</i>



**Flashes Forever**

**Wednesday, May 8**

**Downtown Kent (N. Water St from Columbus St to Main St)**

**List of possible vendors:**

- 1. Roll Call Burgers & Fries food truck**
- 2. Cleveland Cookie Dough truck**
- 3. Donut Lab food truck**
- 4. Shaved Ice truck**
- 5. Madcap Brewery van**
- 6. Adam Pate & Mugshots- caricature Artists**
- 7. DJ Jeff Tritt**
- 8. Other game/outdoor vendors**

## **Petition to Businesses: Flashes Forever May 8, 2019 Road Closure**

After hosting our signature senior celebration last year in the Hometown Bank Plaza, the Kent State University Alumni Association is throwing a much bigger party for our graduating seniors on Wednesday, May 8, 2019. With the strong interest from our graduating seniors, we have outgrown the space and need to incorporate the streets for the celebration. There will be more food vendors and activities for our seniors as we send them off to become successful alumni.



We realize this may inconvenience some of the businesses on the street; however, we feel that it is necessary to ensure a successful event for the graduating seniors.

We are asking all business owners to sign the petition in approval of the proposed road closure. This petition will be presented to the City Council for approval before moving forward with the event planning. Thank you very much for your cooperation.

Dennis Watson

Assistant Director of Outreach

Kent State University Alumni Relations

**Petition to Businesses: Flashes Forever May 8, 2019 Road Closure**

I support the proposed road closure for the Flashes Forever event on Wednesday, May 8. The event will run from 6:00 pm to 8:00 pm, the road closure will be in effect from 4:00 pm to 10 pm.

**Business Name**

**Contact Signature**

**Phone #**

GRAZERS

Stacey Lasher

330.968.6612

Homesown Bank

Wendy Lenoir

330.673.9827

Pennington Barber Shop

[Signature]

330.687.3209

Huntington Bank

Carol [Signature]

330-677-7864

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# CITY OF KENT, OHIO

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: March 22, 2019  
TO: Dave Ruller, City Manager  
FROM: Bridget Susel, Community Development Director *BDS*  
RE: Sublease Renewal: Haymaker Farmers' Market

---

The City of Kent leases the unimproved area on the west side of Franklin Avenue, just south of the Treno Ristorante paved parking area, from the Akron Barberton Cluster (ABC) Railway Company, in order to provide space for additional long-term parking in the downtown business district. Since 2012, the City has allowed the Haymaker Farmers' Market to sublease this area for use on Saturday's, from 9:00 a.m. to 1:00 p.m., beginning with the first Saturday in May and extending through the last Saturday in October. The Haymakers' Farmers Market is incorporated as a nonprofit organization and it leases the space from the City for the nominal annual fee of \$1.00.

I am respectfully requesting time at the April 3, 2019 Committee session to have this item presented to the members of Council and to request Council's authorization, with emergency, for the renewal of the sub-lease with the Haymaker Farmers' Market for the 2019 outdoor market season.

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

Thank you.

Attachment

Cc: Hope Jones, Law Director  
Dawn Bishop, Interim Clerk of Council



*CITY OF KENT, OHIO*



***SUB-LAND LEASE***

**THIS SUB-LEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between **THE CITY OF KENT, OHIO**, whose address is 301 South Depeyster Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSOR, and **HAYMAKER FARMERS' MARKET**, which has its summer market operations at the intersection of Franklin Avenue and Summit Street, Kent, Ohio 44240, hereinafter referred to as SUB-LESSEE.

**I. PREMISES**

SUB-LESSOR does hereby lease unto SUB-LESSEE certain unimproved land, located in the City of Kent, Portage County, Ohio, hereinafter called "the premises," as shown on the map attached hereto and hereby made a part hereof, described as follows:

*Being a rectangular parcel of land located north of Summit Street, west of Franklin Avenue and east of LESSOR's main line track containing an area of 0.168 acres, more or less as shown in green, attached hereto as Exhibit "A."*

SUB-LESSOR currently leases the subject premises from Akron Barberton Cluster Railway Company (the ORIGINAL LESSOR) pursuant to a land lease agreement dated October 26, 2011, No. 35-04380, as amended July 16, 2014.

**II. TERMS AND CONDITIONS**

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. **Use.** SUB-LESSEE shall use and occupy the premises solely for the purpose of a farmers' market held on Saturday morning (9:00 a.m. to 1:00 p.m.).

2. **Term and Rent.** To hold the demised premises for and during the term of May 4, 2019 through October 26, 2019 (unless sooner terminated as hereinafter provided) for the rent or sum of one dollar (\$1.00) payable in advance.

3. **Expenses.** SUB-LESSOR shall be responsible for snow plowing costs, any utility costs or charges and shall maintain insurance on the premises pursuant to their lease with ORIGINAL LESSOR.

4. **Approval of Plans.** SUB-LESSEE, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, SUB-LESSOR and the ORIGINAL LESSOR. SUB-LESSEE shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent.

5. **Fire and Damage.** SUB-LESSEE shall cooperate with SUB-LESSOR and shall promptly comply with fire prevention measures requested by SUB-LESSOR. SUB-LESSEE shall make no electrical installation or alterations in and to the improvements or electrical circuits (whether for power, light, heat or other purposes) located on the premises except by a duly licensed electrician, and shall make no installation of natural gas, propane, kerosene or other combustion fuel heating or cooling units, except by licensed heating or cooling contractor; and no such alterations or installations shall be made without prior written approval of the ORIGINAL LESSOR.

6. **Ordinances and Regulations.**

6.1 SUB-LESSEE, at SUB-LESSEE's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over the premises or SUB-LESSEE's intended use thereof, including but not limited to zoning, health, safety, building or environmental matters. SUB-LESSEE shall supply SUB-LESSOR and ORIGINAL LESSOR with copies of letters or certificates of approval of SUB-LESSEE's use.

7. **Maintenance and Repairs.**

7.1 SUB-LESSEE will not create or permit any nuisance in, on or about the premises, and SUB-LESSEE shall maintain the premises in a neat and clean condition. Any approved structures of SUB-LESSEE shall be erected and/or maintained on the premises by SUB-LESSEE to the satisfaction of the ORIGINAL LESSOR.

7.2 SUB-LESSEE will not utilize the City of Kent trash containers or the area near the trash containers, for the disposal of produce, perishable products, boxes, crates, storage containers, bags of trash or any other form of refuse generated by vendors operating on the premises.

7.3 SUB-LESSEE will not make, or permit to be made, any improvements or alterations to the premises without the written consent of the ORIGINAL LESSOR. Approval by the ORIGINAL LESSOR of any improvements or installations made by SUB-LESSEE, or failure of the ORIGINAL LESSOR to object to any work done or material used, or the method of construction or installation, shall not be construed as an admission of

responsibility by the ORIGINAL LESSOR or SUB-LESSOR or as a waiver of any of SUB-LESSEE's obligations under this Sub-Lease.

7.4 All work performed by SUB-LESSEE, or SUB-LESSEE contractor(s), pursuant to Section 7 shall be subject to the written approval of the ORIGINAL LESSOR's Chief Engineer or his duly authorized representative.

8. **Service and Utilities.** The ORIGINAL LESSOR will be under no obligation to furnish the premises with water, gas, sewage, electricity, heat or other services and supplies that may be necessary or desirable in connection with SUB-LESSEE use and occupancy of the premises. The SUB-LESSOR shall bear all costs of utilities used on the premises, including heat, electricity, hot water and sewer use charges. SUB-LESSEE shall reimburse SUB-LESSOR for any utilities SUB-LESSEE uses.

9. **Adjacent Areas.** Except as provided in Section 10 hereafter, SUB-LESSEE shall not use, for utility lines or otherwise, any property of the ORIGINAL LESSOR and SUB-LESSOR other than the premises herein leased without first obtaining ORIGINAL LESSOR's prior written consent and complying with all requirements of the ORIGINAL LESSOR applicable thereto.

10. **Ingress and Egress.** The ORIGINAL LESSOR, SUB-LESSOR and SUB-LESSEE shall have the right to use, in common with SUB-LESSOR and others authorized by SUB-LESSOR, existing driveway(s) or other property designated by SUB-LESSOR as means of Ingress to and Egress from the premises. SUB-LESSOR shall be under no obligation with respect to the condition or maintenance of said driveway(s) or other property, and SUB-LESSEE use of same shall be subject to all of the covenants, terms and conditions of this Sub-Lease.

11. **Pipe and Wire Lines.** The ORIGINAL LESSOR shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair, renew and remove the same.

12. **Claim of Title.**

12.1 SUB-LESSEE shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this Sub-Lease for any length of time give rise to any right, title or interest in or to the premises, other than the Sub-Leasehold herein created.

12.2 SUB-LESSEE shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers in respect to any construction, alteration and/or repair in and to the demised premises, and any improvements thereof. Further, SUB-LESSEE shall have no authority to create any liens for labor or material on or against SUB-LESSOR or the ORIGINAL LESSOR's interest in the premises and shall specify in all contracts let by SUB-LESSEE for any construction, erection,

installation, alteration, maintenance or repair of any building or other improvement on the premises.

**13. Termination, Notices and Removal.**

13.1 This Sub-Lease may be terminated by either party at any time upon not less than thirty (30) days' notice in writing sent by registered or certified mail to the other party. However, in the event of a breach of any of the covenants, terms and conditions hereof by SUB-LESSEE, SUB-LESSOR shall have the right to terminate this Sub-Lease immediately.

13.2 Should original LESSOR terminate its lease with SUB-LESSOR, this Sub-lease between SUB-LESSOR and SUB-LESSEE shall also terminate.

13.3 Should SUB-LESSOR default on their lease terms to the ORIGINAL LESSOR, SUB-LESSEE may contact ORIGINAL LESSOR in efforts to step-in for SUB-LESSOR, correct the default of SUB-LESSOR, and take SUB-LESSOR'S role in the original land lease agreement dated October 26, 2011, No. 35-04380.

13.4 All notices and communications concerning this Sub-Lease shall be addressed to SUB-LESSOR or the SUB-LESSEE at their respective addresses hereinabove set forth or at such other, the ORIGINAL LESSOR, address as either party may designate in writing to the other party.

13.5 Upon termination of this Sub-Lease by expiration of term or any other reason, SUB-LESSEE shall remove all buildings or structures (except tracks, rail facilities and other designated property of the ORIGINAL LESSOR), within the time specified in any notice of termination or at the latest within fifteen (15) days after such termination. In effecting such removal, the premises shall be restored by SUB-LESSEE to a condition satisfactory to the ORIGINAL LESSOR, including the removal of all structures and facilities whether on the surface or underground) to ground level, and the filing of all excavations and holes, which shall be tamped, compacted and graded uniformly. If SUB-LESSEE shall fail to make the removal in the manner and time set forth herein, after notice to do so, SUB-LESSOR or the ORIGINAL LESSOR may remove said buildings, structures, and/or facilities and make said restoration, all at the sole risk, cost and expense of SUB-LESSEE, and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.6 If SUB-LESSEE shall fail to make removal of any such property, SUB-LESSOR or the ORIGINAL LESSOR shall have the option to elect and notify SUB-LESSEE that all right, title and interest of SUB-LESSEE in certain building(s), structure(s) and/or facility(ies) shall be forfeit and may also dispose of any removed items without necessity to account for the same or to give further notice to SUB-LESSEE.

13.7 If SUB-LESSEE shall fail to make removal of any such property, the ORIGINAL LESSOR shall have the further option to elect and notify SUB-LESSEE that all



right, title and interest of SUB-LESSEE in certain building(s) and/or facility(ies) shall be forfeit and shall vest absolutely in the ORIGINAL LESSOR as of the date of notice of such election.

13.8 In the event that SUB-LESSEE prepays monthly or annual rentals in advance and this Sub-Lease is terminated by notice of either party (other than for breach or cause), SUB-LESSOR shall refund to SUB-LESSEE the proration of any prepaid base rental and taxes paid in advance, which SUB-LESSEE shall accept in full settlement, satisfaction and discharge of the remainder of the term or period.

14. **Lessor.** The term "the ORIGINAL LESSOR" as used in Section 14 hereof shall include any other company or companies whose property at the aforesaid location may be leased or operated by ORIGINAL LESSOR.

15. **Insurance.**

15.1 Prior to commencement of occupation or use of the premises/track for activities provided herein, SUB-LESSEE, at its sole cost and expense, shall procure and shall maintain during continuance of this Sub-Lease Public Liability Insurance covering liability assumed by SUB-LESSEE under this Sub-Lease with a combined single limit of not less than Two Million (\$2,000,000.00) Dollars for personal injury and property damage per occurrence. SUB-LESSEE shall furnish the ORIGINAL LESSOR's Director of Real Estate, 100 East First Street, Brewster, Ohio 44613 a certificate of insurance referring to this Sub-Lease by date, name of SUB-LESSOR, description of Sub-Lease and location covered. The certificate shall be endorsed to provide for thirty (30) days' notice to said Director of Real Estate prior to termination of or change in the coverage provided. If a higher limit of liability is required by the ORIGINAL LESSOR, the ORIGINAL LESSOR shall provide SUB-LESSEE written notice of the limit required and within thirty (30) days thereafter SUB-LESSEE shall provide revised certificate of insurance for the increased required limit. Furnishing of this insurance by SUB-LESSEE shall not limit SUB-LESSEE liability under this Sub-Lease but shall be additional security there for. SUB-LESSOR shall be named as an additional insured on said policy.

15.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The ORIGINAL LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect SUB-LESSOR from liabilities that may arise out of the performance of the services under this Agreement by SUB-LESSOR, its agents, representatives, employees or subcontractors and SUB-LESSOR is free to purchase additional insurance as may be determined necessary.

16. **Condemnation.** Should the premises or any part thereof be condemned, appropriated and/or acquired for public use, then this Sub-Lease, at the option of SUB-LESSOR or the ORIGINAL LESSOR, shall terminate upon the date when the premises or part thereof shall be taken. No part of any damages or award shall belong to SUB-LESSEE, except to the extent of any specific award from the governmental authority for improvements

and/or facilities of SUB-LESSEE. SUB-LESSOR's land shall be valued as of such date (or other legal date of valuation) as vacant land, without consideration of this Sub-Lease or SUB-LESSEE improvements on said land as an enhancement or detriment to said land value. Improvements and/or facilities of SUB-LESSEE not so condemned, appropriated and/or acquired shall be removed in accordance with Section 13 hereof.

**17. Successors and Assigns.**

17.1 The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of SUB-LESSOR and the ORIGINAL LESSOR and the successors and assigns of SUB-LESSEE.

17.2 However, SUB-LESSEE shall not transfer, assign, encumber or sublet this Sub-Lease or any part of the premises or any part of the premises or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate as approved by SUB-LESSOR. This covenant shall also apply whether such sale or transfer is made voluntarily by SUB-LESSEE or involuntarily in any proceeding at law or in equity to which SUB-LESSEE may be a party whereby any of the rights, duties and obligations of SUB-LESSEE shall be sold, transferred, conveyed, encumbered, abrogated or in any manner altered, without the prior notice to and consent of the ORIGINAL LESSOR and SUB-LESSOR. In the event of any such unauthorized sale, transfer, assignment, sublease or encumbrance of this Sub-Lease, or any of the rights and privileges hereunder, the ORIGINAL LESSOR or SUB-LESSOR, at its option, may immediately terminate this Sub-Lease by giving SUB-LESSEE or any such assignee written notice of such termination and LESSOR or SUB-LESSOR may thereupon enter and retake possession of the premises.

**18. Severability.** It is understood and agreed that this Sub-Lease is executed by all parties under current interpretation of any and all applicable federal, state, county, municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof for the determination of legality so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained or any other combination thereof.

**19. Breach or Waiver.** If under the provisions hereof SUB-LESSOR shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of SUB-LESSOR's rights hereunder. No waiver by SUB-LESSOR of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself or of any subsequent breach thereof. No payment by SUB-LESSEE or receipt by SUB-LESSOR of a lesser amount than the monthly installments

of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction and SUB-LESSOR may accept such check or payment without prejudice to SUB-LESSOR's right to recover the balance of such rent or to pursue any other remedy provided in this Sub-Lease. No re-entry by SUB-LESSOR after a breach shall be considered an acceptance of a surrender of the Sub-Lease.

**20. Train Protection.** In case of any construction work which may be performed by the SUB-LESSEE at or near the ORIGINAL LESSOR's tracks or facilities, the SUB-LESSEE agrees to notify SUB-LESSOR and the ORIGINAL LESSOR forty-eight (48) hours in advance and further agrees to pay the cost of such supervision or train protection as, in the sole discretion of the ORIGINAL LESSOR, may be necessary or proper for the safe operation of trains.

**21. Snow and Ice Removal.** It is hereby understood and agreed that the ORIGINAL LESSOR shall not at any time be responsible for the removal of snow and/or ice on or about the leased premises. Such snow and/or ice removal shall be at the sole risk and expense of the SUB-LESSOR and shall be performed in such a manner so as not to obstruct or interfere with any of the ORIGINAL LESSOR's operations on or about the leased premises, including the ORIGINAL LESSOR's own snow removal operations. In carrying out the foregoing, the SUB-LESSOR shall not plow, place, dump or deposit snow onto or upon the property of the ORIGINAL LESSOR, nor shall the SUB-LESSEE permit nor tolerate any of the foregoing.

**22. Fiber Optics.** It is the responsibility of the SUB-LESSEE to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the Railway's property and right-of-way. Any damage to or disruption of any fiber optic cable will be the sole responsibility of SUB-LESSEE, which will indemnify and hold harmless the Railway for any expenses resulting therefrom. Before any construction may commence, the following number, where applicable, must be called: **DIG SAFE 1-800-362-2764** provided that calling such number or numbers shall not release or otherwise diminish the remaining obligations of SUB-LESSEE hereunder.

**23. Environmental Compliance.**

23.1 SUB-LESSEE represents that it has conducted a complete inspection of the Premises and except as noted herein, finds the Premises to be reasonably free from pollution-induced conditions. It is understood between the parties that, at the time this Sub-Lease is entered into, the condition of the premises meets all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances into the land, water and air.

23.2 Without limiting any other provisions of this Sub-Lease, SUB-LESSEE will at all times maintain and keep the Premises and all improvements and property now or hereafter erected or placed thereon, at its expense, including but not limited to the structures,

equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent the discharge of substances on the land, water, or air.

23.3 Without limiting any other provision this Sub-Lease, SUB-LESSOR and ORIGINAL LESSOR shall have the right to enter and inspect the Premises in order to determine whether SUB-LESSEE is complying with such laws, rules, or regulations, but no such inspection or absence of inspection by the SUB-LESSOR or the ORIGINAL LESSOR shall be construed to relieve SUB-LESSEE of its obligations to comply with all such laws, rules or regulations.

24. **Quiet Enjoyment.** Nothing herein contained shall imply or import a covenant on the part of SUB-LESSOR or ORIGINAL LESSOR of quiet enjoyment.

25. **Hold-Over Clause.** If SUB-LESSEE, with consent of SUB-LESSOR, holds over and remains in possession of demised premises after expiration of said term, this Sub-Lease shall be considered as renewed and shall continue in effect upon the same terms and conditions as are herein contained until terminated by either party giving the other written notice of intention to terminate same in the manner herein provided and with like effect.

26. **Notices.** Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

**As to SUB-LESSOR:**

CITY OF KENT, OHIO  
c/o City Manager  
301 South Depeyster Street  
Kent, Ohio 44240

**As to SUB-LESSEE:**

HAYMAKER FARMERS' MARKET

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(Print Mailing Address)  
Kent, Ohio 44240

**As to ORIGINAL LESSOR:**

AKRON BARBERTON CLUSTER RAILWAY COMPANY  
100 East First Street  
Brewster, OH 44613



**27. General Provisions.**

27.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement.

27.2 This Agreement shall be governed by the laws of the State of Ohio.

27.3 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

27.4 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, agreements or representations.

27.5 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**III. EXECUTION**

**IN WITNESS THEREOF**, the parties hereto have caused this Sub-Lease to be executed, in duplicate as of the day and year first above written.

**WITNESS:**

**HAYMAKER FARMERS' MARKET**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name / Title

Date: \_\_\_\_\_

**WITNESS:**

**CITY OF KENT, OHIO**

\_\_\_\_\_

\_\_\_\_\_  
Dave Ruller, City Manager

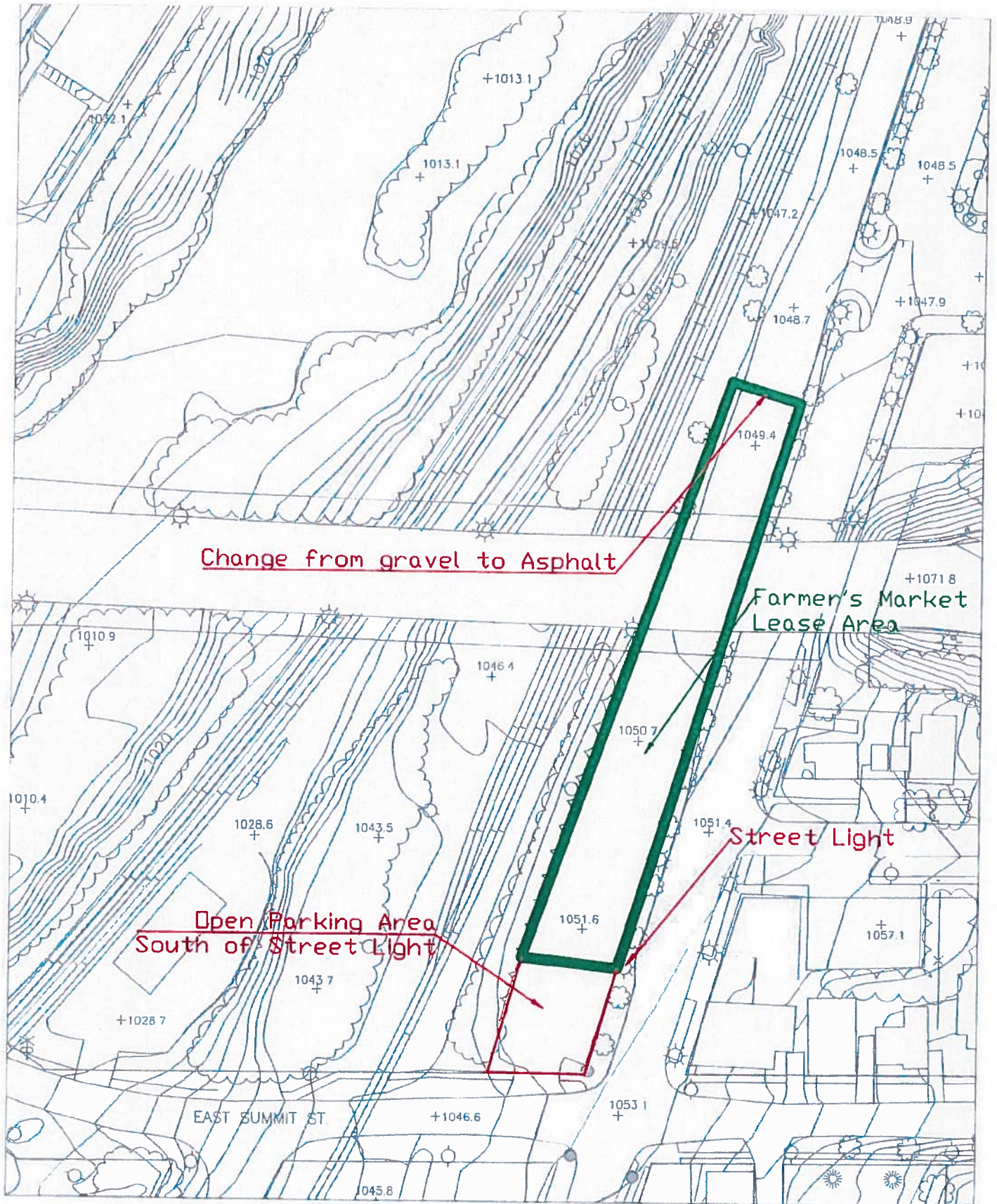
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Hope L. Jones, Law Director**

**City of Kent, Ohio**

Date: \_\_\_\_\_



Farmers Market Exhibit "A"





# CITY OF KENT, OHIO

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## DEPARTMENT OF ECONOMIC DEVELOPMENT

DATE: March 21, 2019  
TO: Dave Ruller, City Manager  
FROM: Tom Wilke, Economic Development Director  
RE: 2019 *Celebrate Kent!* Grant Program

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The Request for Proposals (RFP) for the 2019 *Celebrate Kent!* Grant Program was issued on February 12, 2019 and the City received a total of seven (7) proposals from three (3) different organizations requesting funding for eleven (11) events. The total amount of funding requested was \$15,000, which is equal to the \$15,000 that had been appropriated for the 2019 *Celebrate Kent!* Grant Program so staff was able to allocate full funding to all seven (7) eligible requests.

Attached is a summary table of the funding requests along with the staff's recommendation of the amount to fund for each request. Also attached are the application and eligibility guidelines which were included in the 2019 *Celebrate Kent!* RFP package.

I am respectfully requesting time at the April 3, 2019 Council Committee session to present the staff funding recommendations to the members of Council and to request, with emergency, approval of the proposed grant funding allocations.

Please let me know if you have any questions concerning the attached materials or if you need any additional information on the 2019 *Celebrate Kent!* Grant Program in order to include this item on the agenda.

Thank you.

cc: Bridget Susel, Community Development Director  
Dawn Bishop, Clerk of Council  
David Coffee, Budget & Finance Director  
Harrison Wicks, Executive Assistant



**2019 Celebrate Kent  
Recommended Funding Amounts**

Organization	Program	2019 Requested Funding	Recommended Funding	Projected Matching Funds	Reported Attendance	2018 Funding Received	2017 Funding Received	2016 Funding Received
Haymaker Farmers' Market	Music @ the Market	\$ 3,000	\$ 3,000	\$ 4,246	18,320	\$ 1,818	\$ 1,400	\$ 1,000
Standing Rock Cultural Arts	Downtown Innovative Community Events (D.I.C.E.), 5 Events	\$ 1,500	\$ 1,500	\$ 6,900	805	\$ 1,500	\$ 1,350	\$ 1,200
Standing Rock Cultural Arts	"Who's Your Mama?" Earth Day	\$ 1,500	\$ 1,500	\$ 12,600	693	\$ 1,500	\$ 1,350	\$ -
Crooked River Arts Council	Kent Blues Fest	\$ 2,500	\$ 2,500	\$ 14,000	5,000	\$ 2,500	\$ 2,500	\$ 2,400
Crooked River Arts Council	Kent Round Town	\$ 2,500	\$ 2,500	\$ 14,000	4,000	\$ 2,500	\$ 2,500	\$ 2,400
Crooked River Arts Council	Kent Beatfest	\$ 2,000	\$ 2,000	\$ 11,000	5,000	\$ 1,500	\$ 1,150	\$ 1,000
Crooked River Arts Council	Kent American Roots (Formerly Reggae Jam)	\$ 2,000	\$ 2,000	\$ 12,500	3,500	\$ 2,000	\$ 1,150	\$ 1,000
		\$ 15,000	\$ 15,000	\$ 75,246	37,318	\$ 13,318	\$ 11,400	\$ 9,000



# CITY OF KENT, OHIO

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## DEPARTMENT OF ECONOMIC DEVELOPMENT

**TO:** Potential *Celebrate Kent!* Program Applicants  
**FROM:** Tom Wilke, Economic Development Director  
**DATE:** February 12, 2019  
**SUBJECT:** *Celebrate Kent!* Program Request for Proposals

Attached is a Request for Proposals (RFP), application and statement of success form for the City's *Celebrate Kent!* Grant Program. If you would like the City to mail you a hard copy of the application and supporting documentation, please send me an e-mail at [wilket@kent-ohio.org](mailto:wilket@kent-ohio.org) listing "Celebrate Kent!" in the subject line and I will get a copy in the mail to you.

Please be aware that the total funding available to support all *Celebrate Kent!* projects is \$15,000 for FY 2019. If you have any questions, please do not hesitate to call me. *The deadline for this year's round of funding is Friday, March 8, 2019 at 4:00pm.*

We look forward to reviewing this year's *Celebrate Kent!* Proposals.

Attachments

## REQUEST FOR PROPOSALS

The City of Kent is accepting applications from qualified applicants for the FY 2019 round of the City's *Celebrate Kent!* Grant Program for events that take place between April 1, 2019 and March 31, 2020. Attached is a brief description of the program. The submission deadline for organizations interested in applying for funding is March 8, 2019 at 4:00 p.m.

The total funding available to support all *Celebrate Kent!* projects is \$15,000 for FY 2019.

All applications received by the stated deadline will be reviewed by the Economic and Community Development Departments to verify submitted applications are complete and to determine the eligibility of proposed projects. A list of recommended projects and grant funding levels will be developed and then forwarded to the Kent City Council for consideration and funding approval.

As proposals are evaluated, greater weight will be given to the following factors:

- The past attendance for previously held events based on submitted statements of success
- Previously held events that are expanded to attract new attendees
- New events designed to attract first time visitors to downtown Kent
- Events that are staged in a public space(s) near multiple downtown businesses
- Events that are staged in multiple downtown private venues

Questions concerning the *Celebrate Kent!* Grant Program should be directed to Tom Wilke at 330-676-7582 or via email at [wilket@kent-ohio.org](mailto:wilket@kent-ohio.org).

### COMPLETED PROPOSALS SHOULD BE RETURNED TO:

The City of Kent  
Economic Development Department  
930 Overholt Road  
Kent, Ohio 44240  
ATTN.: Tom Wilke

Phone: 330-676-7582/ Fax: 330-678-8030

E-mail: [wilket@kent-ohio.org](mailto:wilket@kent-ohio.org)

# *Celebrate Kent!*

## **PROGRAM GUIDELINES**

### **PROGRAM GOAL:**

To provide new opportunities to celebrate the quality of life enjoyed by City of Kent residents and share with those outside of the community the attributes that make Kent a unique and exciting place to work, play, learn and live.

### **OBJECTIVES:**

1. Attract Kent residents, and visitors from other communities, to downtown activities and events.
2. Promote the City's attributes to those outside of the City.
3. Create additional commercial opportunities for businesses operating in the downtown district.

### **PROGRAM REQUIREMENTS:**

1. The project needs to be oriented towards attracting people to the Kent downtown district and must be held within the downtown district.
2. Applicants must be, or represent, a Kent company or organization.
3. Funding is intended to support **verifiable program expenses** which includes hard costs such as materials, advertisements, flyers, printing, etc. Funding for administrative purposes such as salaries, general office supplies, agency overhead, payment for services provided by applicant employees or representatives, etc. will not be considered eligible project costs.
4. At the completion of the event(s) the applicant must submit a Statement of Success report to the City of Kent summarizing and documenting the results of the event(s), and explaining how the stated program goals and objectives were met.
5. Grant funds will be disbursed on a reimbursement basis only for eligible expenses as identified in the Project Description and Project Budget sections of the submitted application. All invoices must be for good or services specific to the event only and must specify the quantity of the item or service provided. All eligible expenses must be documented through third-party invoices and proof of payment. Hand written receipts or bills that are not formalized company invoices will not be accepted. No disbursements will be authorized until the report mentioned in item number 4 has been received by the City of Kent.
6. Each dollar of grant funding must be matched with one-dollar from another source, or two-dollars of in-kind contribution. A combination of both cash and in-kind contributions is permissible; however, separate and distinct accounting procedures must be maintained for each of the two sources. Evidence of all matching contributions, be they in-kind or cash, must be verifiable, and accepted by the City of Kent prior to reimbursement.
7. Grants must be completed within one year of the date of the executed grant agreement. The final invoice for payment must be submitted no later than **60 days after the funded event occurs** or the applicant will forfeit their grant funds.
8. All 2019 *Celebrate Kent!* Grant agreements must be signed within 30 days of notification of grant award.
9. If an organization is submitting an application for multiple events, it should submit one application covering all of the events.



## ***Celebrate Kent!* APPLICATION**

In the space below, please respond to each of the following application components. Attachments are welcome; however, they may not be substituted for one or more of the application requirements.

**PROJECT TITLE:**

**PROJECT DATE(S):**

**APPLICANT ORGANIZATION:**

**CONTACT PERSON:**

**ADDRESS:**

**PHONE NUMBER:**

**FAX NUMBER:**

**EMAIL ADDRESS:**

**TOTAL AMOUNT OF FUNDING REQUEST:**

**PROJECT DESCRIPTION:** In the space below please provide a general description of the proposed project (Feel free to attach additional sheets if necessary).

**PROJECT BUDGET:** Please provide an estimated line item budget for the proposed project to include: grant monies being requested; the amount and source of additional funding; and a listing of all projected expenses (Feel free to attach additional sheets if necessary).

***Celebrate Kent!***  
**STATEMENT OF SUCCESS**

**(To be completed when requesting expense reimbursement)**

All grant recipients must submit a report upon completion of project activities that lists the results of the program. At a minimum, the report should list the date/time of the event, the number of participants and the overall objective of the project.

Please complete the attached report and submit it to the Economic Development Department, 930 Overholt Road, Kent, Ohio 44240, ATTN.: Tom Wilke. Feel free to attach additional sheets if necessary. Grant monies may not be disbursed until the attached report has been submitted and approved. Reimbursements may take up to six-weeks to process.

**PROJECT TITLE:** \_\_\_\_\_

**APPLICANT ORGANIZATION:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

***Celebrate Kent!* GRANT AMOUNT AWARDED: \$** \_\_\_\_\_

**STATEMENT OF GOALS ACHIEVED:**

**NUMBER OF PEOPLE SERVED:**

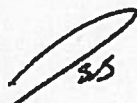
**ECONOMIC IMPACT:**

**NON-CITY OF KENT FUNDING SOURCES USED:**

**CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING**

MEMO

**TO:** Dave Ruller  
Hope Jones

**FROM:** Jim Bowling 

**DATE:** March 26, 2018

**RE:** East Main Street –Purpose and Need Statement

The Service Department is requesting council's time and consideration of the attached purpose and need statement for East Main Street. The purpose and need statement is a document used for the most impactful federally funded roadway projects. A purpose and needs statement was established and approved by previous City Councils for Summit Street and the Fairchild Avenue Bridge Project. The document defines the most significant needs in the project area that the project should be correcting and the nature in which they should be corrected.

The East Main Street Purpose and Need Statement was developed in conjunction with a Citizens Advisory Committee (CAC) and Kent State University (KSU). Several meetings with the CAC were held to determine the needs for the area. After the document was drafted, the CAC had time to review the document and a meeting was held to discuss the document and recommend changes to the document. The attached document reflects the combined efforts of the City Staff, KSU and the CAC to define the purpose and needs along East Main Street and the adjacent areas.

The final document will guide the design team, stakeholders and CAC in determining and evaluating alternates that we hope will be implemented along East Main Street in the near future. We appreciate Council's consideration of the Purpose and Need and recommend it for approval.

**c:** Melanie Baker  
Jon Giaquinto



## EAST MAIN STREET AREA IMPROVEMENTS PURPOSE AND NEEDS STATEMENT

**Project Area** – The project area is generally located along East Main Street from the Willow/Main/SR 59 intersection to the Horning/Main intersection. The project area also includes areas north and south of East Main Street to achieve the seamless integration and functionality of the East Main Street Corridor.

**History** – East Main Street in Kent, Ohio is one of the oldest streets in the City and as such has gone through several major changes throughout the history of Kent. Shown on maps from 1874, East Main Street was a rural roadway that provided connections to Ravenna with large tracts of land adjacent to the corridor. In 1919, East Main Street shows the beginnings of a modern street with sidewalks lining both sides, large stately homes with generous lawns lining the north side and Kent Normal College with a large park like setting on the south side.



EAST MAIN STREET, FROM LINCOLN AVE., KENT, OHIO.

**Present** - In 2019, East Main Street is a five lane roadway with automobile-oriented commercial establishments along most of the northern side and Kent State University along the southern side. Multi-modal accommodations are limited in this corridor with most of the right-of-way dominated by pavement for vehicular traffic. However, there exists significant pedestrian, bicycle and transit demands in the right-of-way with the presence of Kent State University along the corridor.



2018







**Corridor Needs** – East Main Street currently ranks as the highest crash corridor in the Akron Metropolitan Area Transportation Study (AMATS) region (Summit and Portage Counties). Furthermore, the corridor is uninviting with minimal facilities for transit, pedestrians and bicyclists, and lacks the needed visual appeal to serve as a main gateway into the City of Kent and Kent State University. Lastly, at times vehicular traffic bypasses East Main Street in favor of residential streets in the Crain Avenue, University Heights and University Woods Neighborhoods. These bypassed trips are caused in part by the alignment of certain cross streets (i.e. Luther and Terrace Drive) and by vehicular delays along the corridor.

**Project Goals** - As can be seen in the above photos, the last 100 years has changed the character of East Main Street from a stately, less cluttered, stress free street to a busy street with many competing uses. This deterioration of the right-of-way was necessitated by traffic demands and the supported development along the corridor. The East Main Street Area Improvements project is an opportunity to reimagine this vital corridor to better serve the needs of City residents, transportation users, and the university community. The goal is to provide an aesthetically pleasing, stately, less cluttered, stress free street that meets the current demands of East Main Street's users.

Throughout the planning, design and construction of this project, the project team should consistently ensure that project goals minimize possible negative impacts and accentuate positive impacts to residential neighborhoods, Kent State University, and access to the businesses along the corridor. This project should build on the transportation planning and other principles used in the Summit Street and Crain Avenue Projects, the City's Bicentennial Comprehensive Plan, and the Kent State University 2018 Gateway Master Plan. The East Main Street Area Improvements project must integrate the concepts from these plans along with input from the Citizens' Advisory Committee (CAC), the Stakeholders and public meetings.

This project will be successful if it achieves the following:

- A. Jointly Improves safety and aesthetics (as a function of safety) for all users
- B. Balances vehicular congestion with improvements to other modes of transportation (pedestrian, bike and transit)
- C. Enhances adjacent neighborhoods
- D. Integrates with Kent State University's 2018 Gateway Master Plan
- E. Provides reasonable access to adjacent properties and side streets

### Project Considerations

- **Safety:** Reduce the number and severity of all types of crashes on East Main Street, including vehicle, bicycle, and pedestrian crashes.
  - Reduce crashes due to turning movements onto and off of East Main Street;
  - Provide safe and convenient pedestrian and bicycle facilities.
  - Implement aesthetic features that also increase safety, such as large tree canopies that encourage motorists to drive slower.






- **Vehicular Congestion and Multi-modal Facilities:** Balance the competing needs between efficient vehicular movements and safe, convenient facilities for other modes of transportation, including bicycle, pedestrian and transit.
  - Strengthen the multi-modal nature of the corridor, in part by improving the “last mile” non-vehicular facilities to the Kent Central Gateway, which is the regional transit hub in Portage County;
  - Evaluate congestion due to turn movements along the corridor;
  - Provide facilities to not only improve cyclist and pedestrian crossings on East Main Street, but also to reduce their fear of crossing the Street;
  - Provide facilities to improve cyclist and pedestrian travel along both sides of East Main Street, with an emphasis at intersections and drives;
  - Provide transit facilities along the corridor, which may include bus pull-offs and shelters;
  - Consider future mobility options and technology improvements;
  - Optimize signal timings based on corridor improvements;
- **Neighborhoods:** Enhance adjacent neighborhoods along East Main Street.
  - Minimize traffic bypassing East Main Street through the neighborhoods;
  - Investigate efficient ways to slow traffic through the neighborhoods;
  - Consider possible infrastructure solutions to address concerns with student housing and parking in the neighborhoods;
  - Improve pedestrian facilities at crossings and improve pedestrian travel along East Main Street, so that the neighborhoods can have transportation options to use facilities within walking/biking distance;
  - Provide for reasonable delays to motorists when entering East Main Street from unsignalized streets.
- **Kent State University:** Integrate improvements along East Main Street with the construction of a signature gateway to Kent State University that serves as an extension of the newly designed iconic Front Campus entrance.
  - The project must consider the effects of the 2018 Gateway Master Plan to ensure that there is no adverse increase in congestion along the corridor;
  - Work with Kent State University to integrate the improvements along East Main Street with the 2018 Gateway Master Plan (e.g. Midway Entrance; parking deck, Captain Brady Corner) to maximize the neighborhood and corridor aesthetics and functionality.
- **Access:** Maintain access to businesses, neighborhoods and Kent State University throughout the corridor.
  - Provide reasonable access to businesses through access management, while considering safety and congestion along the corridor;
  - Provide reasonable access to neighborhoods and Kent State University while considering safety and congestion at intersections.
- **Other:** Where possible, the project should consider future technology, noise pollution, and operating speeds on East Main Street.
  - As part of the project, the operating speeds along East Main Street will be investigated;
  - The project will improve the aesthetic nature of the corridor to create a gateway into the City of Kent.





## Kent Parks & Recreation Department

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

**TO:** Dave Ruller, Hope Jones  
**FROM:** John Idone   
**DATE:** March 25, 2019  
**RE:** Canoe Livery Lease Renewal

### \* M E S S A G E \*

The Parks & Recreation Board authorized, at the March 21, 2019 Board Meeting, the recommendation to City Council to renew the lease for Canoe Livery Operations at the John Brown Tannery and request that Council authorize the waiving of the bidding requirements for this lease. They have been operating the livery for the past seven years and the last two times this lease was publicly bid we only received on bidder. They have an excellent safety record and partner with Parks & Recreation on a variety of other programs and facility use.

Last season (2018) marked the third and final year under the existing lease. In order to provide more stability we are requesting that City Council waive the bidding requirements and allow us to enter into a long term lease with KSU. The lease proposes a five year term with a five year renew option. Rather than continuing to charge rent + 10% of gross sales I am proposing we go to a flat fee. The revenues have ranged over the past 7 years from \$2,500 to \$4,500 annually. The proposed payments for this lease are as follows: \$4,000 (2019), \$4,500 (2020), \$5,000 (2021), \$5,000 (2022) and \$5,000 (2023).

Your assistance in this matter is sincerely appreciated. If you have any questions please let me know.


PC: Dawn Bishop. Council  
Kent P & R Board





**Kent Parks & Recreation Department**

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

**TO:** Dave Ruller, Hope Jones  
**FROM:** John Idone   
**DATE:** March 25, 2019  
**RE:** Lease Renewal for 1250 West Main Street Fitness Center Lease

**\* M E S S A G E \***

This May the three year lease for the Fitness Center located at 1250 West Main Street is expiring. I have negotiated an extension for this lease under the same terms with a rent increase of \$50/Month (\$2,750) for 2019 and 2020 and an additional \$50/Month (\$2,800) beginning in May of 2021. The current rent is \$2,700/Month.

Your assistance in this matter is sincerely appreciated. If you have any questions please let me know.

PC: Dawn Bishop. Council  
Kent P & R Board



## LAW DEPARTMENT MEMORANDUM KENT, OHIO

To: Dave Ruller, City Manager  
From: Hope L. Jones, Law Director  
Date: March 25, 2019  
Re: Time off for Voting

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Mr. Ruller,

Ms. Rosenberg requested Committee time for the consideration of allowing paid time off for employees to vote during work hours. There was a request that I look at the issue with particular attention to the unionized employees. If this is something that Council would like to achieve we can do it. I usually prefer to wait until negotiations to confer benefits upon union employees but that is certainly not mandatory.

Revised Code section 3599.06 requires that an employer provide a reasonable amount of time off for its elector employees to vote. There is no indication in the statute that requires the time off to be paid; however, if Council would like to allow for a reasonable amount of paid leave that could be achieved as well. Especially in the Fire, Police and Emergency Snow services, I believe that a procedure would need to be implemented so that voting could occur at the beginning or end of a shift so that overtime employees could be held over to cover for the voting employee. Also, a reasonable time limit should be set. I believe two hours would be a sufficient amount of time. Even employees who live in other counties could vote and get to Kent in that amount of time. If more time is needed the employee could add their own time off.

I hate to mention this, but we will also need to make sure that the employee is an elector. Perhaps, the employee can bring in an "I voted" sticker or the supervisor can check the county board of election for each employee's name as a registered voter.



ORDINANCE NO. 2019 -

**AN ORDINANCE APPROVING ELECTOR EMPLOYEES PAID TIME OFF, KNOWN AS VOTING TIME OFF, NOT TO EXCEED TWO (2) HOURS ON EACH ELECTION DAY TO VOTE AT THE EMPLOYEE'S POLLING LOCATION; AUTHORIZING DEPARTMENT DIRECTORS TO IMPLEMENT PROCEDURES FOR THE MOST EFFICIENT USE OF LABOR AND TIME OFF, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Council encourages all of its employees to exercise their right to vote as each employee sees fit; and

**WHEREAS**, Revised Code Section 3599.06 requires that employers allow elector employees a reasonable amount of time off to vote in each election; and

**WHEREAS**, it is the desire of Kent City Council to provide paid time off for each elector employee to use for the reason of voting.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

**SECTION 1.** That Kent City Council hereby elector employees paid time off, known as Voting Time Off, not to exceed two (2) hours on each Election Day, whether general, primary or special, to vote at the employee's polling location. Each Department Head, with the advice of the Human Resources Department, shall implement procedures for the most efficient use of labor and time to allow all elector employees to vote and to ensure that only elector employees are permitted time off.

**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City, and for the further reason that this Ordinance is required to be immediately effective in order to allow elector employees to use this benefit during spring elections, for which reasons and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: \_\_\_\_\_

Date

\_\_\_\_\_  
Jerry T. Fiala

Mayor and President of Council

EFFECTIVE: \_\_\_\_\_

Date

ATTEST: \_\_\_\_\_

Dawn Bishop  
Interim Clerk of Council

I, DAWN BISHOP, INTERIM CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE* No. \_\_\_\_\_, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
DAWN BISHOP  
INTERIM CLERK OF COUNCIL  
(SEAL)



# CITY OF KENT, OHIO

## DEPARTMENT OF FINANCE

**To:** Dave Ruller, City Manager  
**From:** David A. Coffee, Director of Budget and Finance  
**Date:** March 27, 2019  
**Re:** FY2019 Appropriation Amendments, Transfers, and Advances

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

### Fund 102 – SCM&R

Increase	\$ 103,000	Service (Central Maintenance) / Other (O&M) – Reappropriate 2018 funds for road salt that vendor could not deliver in 2018 per J. Osborne 2/26/2019 memo.
Increase	\$ 75,000	Service (Central Maintenance) / Other (O&M) – Addt'l Appropriation of funds to enable filling the City Salt Dome for next winter at current pricing.
Increase	\$ 60,000	Service (Central Maintenance) / Other (O&M) – Appropriation of funding to replenish budget for street repair materials that were utilized for 2019 road salt orders.

### Fund 301 – Capital

Increase	\$ 100,000	Capital / Budget and Finance-Capital – Reappropriate 2018 funds for New City Website Project per D. Ruller 2/12/2019 memo.
Increase	\$ 60,000	Capital / Public Safety-Capital – Reappropriate 2018 and prior year funds for Emergency Sirens Replacement Project. See Chief Lee 3/21/2019 memo.
Increase	\$ 75,000	Capital / SVC-Capital Facilities – Addt'l funding for East Main Street Area Agreement Amendment #1 per KCC and J. Bowling 3/12/2019 memo, to be fully reimbursed by Kent State University.
Increase	\$ 15,000	Capital / SVC-Capital Facilities – Addt'l funding for Cuyahoga River Stanza Agreement per KCC and J. Bowling 3/12/2019 memo.
Increase	\$ 30,000	Capital / SVC-Capital Facilities – Addt'l funding for Sidewalk Repair Pilot Programs per KCC and J. Bowling 3/12/2019 memo.
Increase	\$ 22,000	Capital / Community Development-Capital – Addt'l funding for Code Enforcement Vehicle to provide transportation for new staff position in that function. This item was inadvertently omitted from original 2019 budget.

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: David Coffee  
Dave Ruller

FROM: Jim Bowling *S.S.*

DATE: March 12, 2019

RE: Appropriations Requests

**RECEIVED**

MAR 12 2019

BY *[Signature]*  
CITY OF KENT  
BUDGET & FINANCE

The Service Department is requesting the following appropriations increases. All of the items listed below have been reviewed and approved by City Council at previous meetings.

- **Sidewalk Pilot Programs** – We are requesting \$30,000 from the capital (301) fund for the implementation of two pilot programs intended to give property owners additional options in maintaining the sidewalks adjacent to their property. This items was presented to council at the January, 2019 committee meeting.
- **Cuyahoga River Stanza Agreement** – We are requesting \$15,000 from the capital (301) fund for the installation of public art in the downtown area. This installation is being done in partnership with Main Street Kent and the Kent State University Wick Poetry Center. This items was presented to council at the March, 2019 committee meeting.
- **East Main Street Area Agreement Amendment #1** – We are requesting \$75,000 from the capital (301) fund to continue planning for improvements in the East Main Street Area. This planning work is being done in conjunction with Kent State University and the \$75,000 requested will be reimbursed in total by Kent State University. Therefore, the net impact to the capital (301) fund will be \$0. This items was presented to council at the March, 2019 committee meeting.

Therefore the total impact to the capital (301) fund is shown below:

Fund	Appropriation Request	Additional Reimbursements
301 – Capital	\$120,000	\$75,000

c: Melanie Baker  
Brian Huff  
Pat Homan  
Jon Giaquinto  
Cathy Wilson

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
CENTRAL MAINTENANCE

MEMO

Date 2/26/2019

To: David Coffee Budget and Finance Director

From: John Osborne, Utilities Manager

RE: Salt PO

Last year 2018 we entered a purchase order (2018-0534) in the amount of \$175,000.00 to Cargill Salt Company. We ordered salt and was delivered \$71,214.04, leaving a balance of \$103,785.96.

Cargill informed us that they will not deliver us any more salt, so we must find another vendor. We will release our purchase order from the previous year. Please carry the remaining balance of \$103,785.96 forward and amend our 2019 budget.

Cc:

Melanie Baker, Service Director  
Brad McKay, Facilities Manager  
file

**TO:** Dave Coffee  
Director of Budget & Finance

**FROM:** Michelle A. Lee  
Chief of Police

**Date:** March 21, 2019

**Subject:** Appropriation of Funds

The emergency siren replacement project 2013KPD003 (2017) was discussed in 2018 during our conversations when finalizing the capital budget for \$60,000 to replace the two old sirens at Mogadore and Stonewater. We replaced the other two in 2014 with an upgraded system and haven't been able to fully utilize that system without all the sirens upgraded.

I believe that an oversight of this project budget failed to appropriate the necessary funds for 2019. Therefore, I am requesting an appropriation of funds in the amount of \$60,000 to complete this project with purchase and installation.

Thank you for the consideration and should you have any questions, please do not hesitate to call me.





# City of Kent, Ohio


Office of the City Manager

RECEIVED

To: Dave Coffee, Director of Budget & Finance

FEB 13 2019

From: Dave Ruller, City Manager

BY   
CITY OF KENT  
BUDGET & FINANCE

Date: February 12, 2019

RE: 2018 New City Website Capital Project – Re-appropriation for 2019

The new City website capital project appropriation needs to be carried over to 2019. This project is critical to allow City administrators and staff to effectively communicate to residents and visitors in a way that resonates with the brand and lifestyle of Kent.

Many residents now receive primary information from web-based sources and a new website would accommodate their expectations and allow the City of Kent to do our jobs better by reaching more residents faster, and through more channels.

Original CIP Year	Fund	Re-appropriation Request
2018	301-Capital	\$100,000

If there are any questions on this project's funds, which were appropriated and not encumbered in 2018, please let me know.

**City of Kent  
Income Tax Division**

**February 28, 2019  
Income Tax Receipts Comparison - ( Excluding 0.25% Police Facility Receipts )**

**Monthly Receipts**

Total receipts for the month of February, 2019	\$1,142,355
Total receipts for the month of February, 2018	\$1,062,513
Total receipts for the month of February, 2017	\$1,072,047

**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 February 28, 2019	\$2,288,789	15.89%
Total receipts January 1 through February 28, 2018	\$2,215,718	15.40%
Total receipts January 1 through February 28, 2017	\$2,300,893	15.67%

**Year-to-date Receipts Through February 28, 2019 - 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>
2019	\$ 14,400,180	\$ 14,400,180	\$ 2,288,789	15.89%	84.11%

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

<u>Year</u>	<u>Total Receipts</u>	<u>Change From Prior Year</u>
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%
2012	\$ 12,063,299	12.62%
2013	\$ 12,397,812	2.77%
2014	\$ 13,099,836	5.66%
2015	\$ 14,592,491	11.39%
2016	\$ 14,133,033	-3.15%
2017	\$ 14,687,372	3.92%
2018	\$ 14,384,958	-2.06%

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

**2019 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended February 28, 2019**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,228,846	\$ 1,153,204	\$ 1,146,434	\$ (6,771)	-0.59%
February	1,072,047	\$ 1,062,513	\$ 1,142,355	79,842	7.51%
March	1,133,943	\$ 1,051,604			
April	1,561,337	\$ 1,656,767			
May	1,233,090	\$ 1,229,804			
June	1,291,517	\$ 1,266,792			
July	1,161,945	\$ 1,054,319			
August	1,116,420	\$ 1,073,511			
September	1,175,347	\$ 1,290,237			
October	1,215,670	\$ 1,110,361			
November	1,162,952	\$ 1,010,080			
December	1,334,259	\$ 1,425,765			
<b>Totals</b>	<b>\$ 14,687,372</b>	<b>\$ 14,384,958</b>	<b>\$ 2,288,789</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,228,846	\$ 1,153,204	\$ 1,146,434	\$ (6,771)	-0.59%
February	2,300,893	2,215,718	2,288,789	73,071	3.30%
March	3,434,836	3,267,321			
April	4,996,173	4,924,088			
May	6,229,263	6,153,892			
June	7,520,780	7,420,684			
July	8,682,725	8,475,003			
August	9,799,145	9,548,514			
September	10,974,491	10,838,752			
October	12,190,161	11,949,112			
November	13,353,113	12,959,193			
December	14,687,372	14,384,958			
<b>Totals</b>	<b>\$ 14,687,372</b>	<b>\$ 14,384,958</b>			

**2019 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**  
**as of Month Ended February 28, 2019**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 436,131	\$ 441,024	\$ 432,020	\$ (9,004)	-2.04%
February	398,208	\$ 408,429	\$ 402,645	(5,784)	-1.42%
March	441,069	\$ 439,804			
April	474,495	\$ 475,808			
May	428,818	\$ 434,264			
June	425,646	\$ 437,151			
July	403,532	\$ 392,738			
August	417,678	\$ 417,869			
September	356,602	\$ 398,667			
October	471,742	\$ 425,598			
November	445,247	\$ 450,474			
December	445,693	\$ 430,640			
<b>Totals</b>	<b>\$ 5,144,861</b>	<b>\$ 5,152,467</b>	<b>\$ 834,665</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 436,131	\$ 441,024	\$ 432,020	\$ (9,004)	-2.04%
February	834,338	849,453	834,665	(14,788)	-1.74%
March	1,275,407	1,289,257			
April	1,749,902	1,765,066			
May	2,178,721	2,199,330			
June	2,604,367	2,636,481			
July	3,007,898	3,029,218			
August	3,425,576	3,447,088			
September	3,782,178	3,845,755			
October	4,253,920	4,271,352			
November	4,699,167	4,721,826			
December	5,144,861	5,152,467			
<b>Totals</b>	<b>\$ 5,144,861</b>	<b>\$ 5,152,467</b>			

**2019 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts from Kent State University**  
**(Excluding 0.25% Police Facility Receipts)**

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

<b>Year</b>	<b>Total Receipts</b>	<b>Percent Change</b>
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%
2012	\$ 4,436,666	4.48%
2013	\$ 4,603,095	3.75%
2014	\$ 4,778,094	3.80%
2015	\$ 4,916,874	2.90%
2016	\$ 5,056,433	2.84%
2017	\$ 5,144,861	1.75%
2018	\$ 5,152,467	0.15%



**2019 CITY OF KENT, OHIO**  
**Comparison of Income Tax Receipts**  
**Police Facility Dedicated Income Tax Receipts - 1/9 of Total ( 0.25% )**  
**as of Month Ended February 28, 2019**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 153,588	\$ 144,134	\$ 143,288	\$ (846)	-0.59%
February	133,991	\$ 132,799	\$ 142,778	\$ 9,979	7.51%
March	141,727	\$ 131,436			
April	195,145	\$ 207,073			
May	154,119	\$ 153,708			
June	161,421	\$ 158,331			
July	145,227	\$ 131,775			
August	139,537	\$ 134,174			
September	146,902	\$ 161,261			
October	151,942	\$ 138,780			
November	145,353	\$ 126,246			
December	166,764	\$ 178,201			
Totals	\$ 1,835,715	\$ 1,797,917	\$ 286,066		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 153,588	\$ 144,134	\$ 143,288	\$ (846)	-0.59%
February	\$ 287,579	\$ 276,934	286,066	\$ 9,133	3.30%
March	\$ 429,306	\$ 408,369			
April	\$ 624,451	\$ 615,442			
May	\$ 778,570	\$ 769,150			
June	\$ 939,992	\$ 927,481			
July	\$ 1,085,218	\$ 1,059,256			
August	\$ 1,224,755	\$ 1,193,430			
September	\$ 1,371,657	\$ 1,354,691			
October	\$ 1,523,599	\$ 1,493,471			
November	\$ 1,668,951	\$ 1,619,717			
December	\$ 1,835,715	\$ 1,797,917			
Totals	\$ 1,835,715	\$ 1,797,917			

**2019 CITY OF KENT, OHIO**  
**Comparison of Total Income Tax Receipts - Including Police Facility Receipts**  
**as of Month Ended February 28, 2019**

<b>Monthly Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,382,434	\$ 1,297,339	\$ 1,289,722	\$ (7,617)	-0.59%
February	\$ 1,206,038	\$ 1,195,312	1,285,134	89,821	7.51%
March	\$ 1,275,670	\$ 1,183,039			
April	\$ 1,756,482	\$ 1,863,839			
May	\$ 1,387,209	\$ 1,383,512			
June	\$ 1,452,938	\$ 1,425,124			
July	\$ 1,307,171	\$ 1,186,094			
August	\$ 1,255,957	\$ 1,207,685			
September	\$ 1,322,249	\$ 1,451,498			
October	\$ 1,367,611	\$ 1,249,141			
November	\$ 1,308,304	\$ 1,136,326			
December	\$ 1,501,023	\$ 1,603,965			
<b>Totals</b>	<b>\$ 16,523,087</b>	<b>\$ 16,182,875</b>	<b>\$ 2,574,855</b>		

<b>Year-to-Date Receipts</b>				<b>Comparisons</b>	
<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Amount</b>	<b>Percent Change</b>
January	\$ 1,382,434	\$ 1,297,339	\$ 1,289,722	\$ (7,617)	-0.59%
February	2,588,472	2,492,651	2,574,855	82,204	3.30%
March	3,864,142	3,675,690			
April	5,620,624	5,539,530			
May	7,007,833	6,923,042			
June	8,460,772	8,348,165			
July	9,767,943	9,534,260			
August	11,023,900	10,741,944			
September	12,346,149	12,193,443			
October	13,713,760	13,442,583			
November	15,022,064	14,578,910			
December	16,523,087	16,182,875			
<b>Totals</b>	<b>\$ 16,523,087</b>	<b>\$ 16,182,875</b>			